

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 September 11, 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 Pastor Maurice Villarreal, First Baptist Church.
- 3. PLEDGE OF ALLEGIANCE**– The Pledge of Allegiance will be led by Councilmember John Zemanek.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a)** Proclamation - 811 Safe Digging Day - Mayor Rigby
 - (b)** Presentation - Crime Stoppers for the City of La Porte Police Department - Mayor Rigby
- 5. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 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 minutes of meeting held August 14-15, 2017 - P. Fogarty
 - (b)** Consider approval or other action regarding the Tax Assessor's certified 2017 ad valorem anticipated collection rate for the City of La Porte - M. Dolby
 - (c)** Consider approval or other action authorizing the City Manager to execute a contract with Dr. Oscar Boultinghouse to serve as Medical Director for the City of La Porte Department of Emergency Medical Services - R. Nolen
 - (d)** Consider approval or other action regarding a Resolution authorizing the City Manager to sign a grant award for Speed and Intersection Traffic Control (STEP) Grant - K. Adcox
 - (e)** Consider approval or other action to include sponsorship funding for the Battleship TEXAS anthem video production - C. Alexander
 - (f)** Consider approval or other action authorizing the Mayor to execute an agreement between the City of Shoreacres and the City of La Porte for the La Porte Police Department to provide Jail and Emergency Dispatch Services - K. Adcox
 - (g)** Consider approval or other action regarding proposed Meet and Confer Agreement between the City of La Porte and the La Porte Police Officers' Association effective October 1, 2017 - M. Hartleib

- (h) Consider approval or other action awarding Bid #17023 for Digester Aeration System Modification for Little Cedar Bayou Wastewater Treatment Plant Re-Bid - D. Pennell

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding the City of La Porte, Texas Fiscal Year 2017-2018 Proposed Budget - M. Dolby
- (b) Consider approval or other action regarding an Ordinance approving and adopting the City of La Porte, Texas' Fiscal Year 2017-2018 Proposed Budget - M. Dolby

8. ORDINANCES/RESOLUTIONS/AUTHORIZATIONS

- (a) Consider approval or other action regarding vote ratifying increase of revenue from property tax reflected in 2017-2018 Fiscal Year Budget - M. Dolby
- (b) Consider approval or other action regarding a Resolution adopting the 2017 Appraisal Roll of the Harris County Appraisal District - M. Dolby
- (c) Consider approval or other action regarding an Ordinance establishing the tax rate for the current tax year (2017) for a total tax rate of \$0.71 per hundred dollar valuation - M. Dolby

9. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding appointments to various City of La Porte boards, committees and commissions - P. Fogarty
- (b) Discussion and possible action regarding drainage related needs for the La Porte Municipal Airport and the City of La Porte surrounding neighborhoods - C. Alexander

10. REPORTS

- (a) Receive report from the Economic Alliance Port Houston Port Region - C. Alexander
- (b) Receive report of the Fiscal Affairs Committee - Councilmember Engelken

11. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, September 21, 2017
- La Porte Development Corporation Board Meeting, Monday, September 25, 2017
- City Council Meeting, Monday, September 25, 2017
- Zoning Board of Adjustment Meeting, Thursday, September 28, 2017

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

13. EXECUTIVE SESSION

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

Texas Government Code, Section 551.074 -Personnel Matter: Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Meet with City Manager and City Attorney regarding an extension of line-of-duty injury leave for Officer Seth Candelari.

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

- (a) Consider approval or other action regarding an Ordinance approving an extension of line-of-duty injury leave for Officer Seth Candelari, and setting salary during the extension period - M. Hartleib

15. 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 September 11, 2017 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on September ____, 2017.

Patrice Fogarty



**Council Agenda Item
September 11, 2017**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Pastor Maurice Villarreal, First Baptist Church.
3. **PLEDGE OF ALLEGIANCE**– The Pledge of Allegiance will be led by Councilmember John Zemanek.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - 811 Safe Digging Day - Mayor Rigby
 - (b) Presentation - Crime Stoppers for the City of La Porte Police Department - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Office of the Mayor



Proclamation

WHEREAS, there are more than 20 million miles of buried utilities beneath the Earth's surface that are essential to everyday living like water, electricity and natural gas; consequently, according to a recent Common Ground Alliance Damage Information Reporting Tool (DIRT) Report, an underground utility line is damaged every six minutes because someone decided to dig but didn't call 811. Service interruption, damage to the environment and personal injury and even death are the potential results; and

WHEREAS, for a decade now 811 has served as an easy-to-remember phone number that has helped to prevent damage and injuries across the nation; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our nation safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

WHEREAS, safe digging is a shared responsibility; to know what's below; and call 811 before you dig.

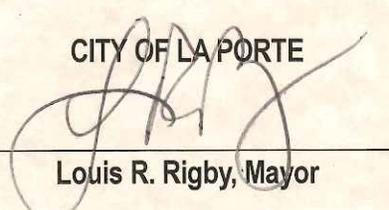
NOW, THEREFORE, I, Louis R. Rigby, Mayor, along with members of the La Porte City Council, do hereby recognize the educational and outreach efforts of these underground utility industry partners and proclaim August 11, 2017, in the City of La Porte as:

"811 SAFE DIGGING DAY"

And encourage excavators and homeowners throughout the City of La Porte to always call 811 before digging. Safe digging is no accident.

IN WITNESS THEREOF, I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 28th day of August, 2017.

CITY OF LA PORTE


Louis R. Rigby, Mayor



**Crime Stoppers Presentation for the La Porte Police Department
to be presented at the meeting.**



Council Agenda Item September 11, 2017

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.)*
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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE AUGUST 14, 2017

The City Council of the City of La Porte met in a regular meeting on Monday, August 14, 2017, and concluded said meeting on Tuesday, August 15, 2017, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, beginning each evening 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., on Monday, August 14, 2017. Members of Council present: Councilmembers Ojeda, J. Martin, K. Martin, Engelken, Leonard, and Earp. Absent: Councilmembers Zemanek and Kaminski. Also present were City Secretary Patrice Fogarty and City Manager Corby Alexander.
- 2. INVOCATION** – The invocation was given by Dee Spears, Fairmont Park Church.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Mayor Rigby.
- 4. PUBLIC COMMENTS** (Limited to five minutes per person.)

Robert Britt, 730 S. Carroll St., addressed Council with concerns of high weeds/grass in his neighborhood and the need for sidewalks along Park St.

Drue Adams, 200 Crescent View St., addressed Council regarding the ownership of the 20-foot easement to the bay.

- 5. CONSENT AGENDA** (*All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.*)
 - (a)** Consider approval or other action regarding the minutes of the Council Meeting held on July 24, 2017 – P. Fogarty
 - (b)** Consider approval or other action regarding an Ordinance amending Chapter 70 "Traffic and Vehicles" of the Code of Ordinances of the City of La Porte by revising certain regulations related to establishment of school zones within the corporate limits of the City of La Porte – K. Adcox

Councilmember Engelken made a motion to approve Consent Agenda Items pursuant to staff recommendations. Councilmember K. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers Zemanek and Kaminski were absent.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3681**: AN ORDINANCE AMENDING CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES BY REVISING CERTAIN REGULATIONS RELATED TO ESTABLISHMENT OF SCHOOL ZONES WITHIN THE CORPORATE LIMITS OF THE CITY OF LA PORTE; PROVIDING A REPEALING CLAUSE CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINDED IN A SUM NOT TO EXCEED TWO HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.

6. DISCUSSION AND POSSIBLE ACTION

(a) Presentation for City of La Porte Fiscal Year 2017-2018 Proposed Budget – M. Dolby

Finance Director Michael Dolby began the presentation by providing an overview of the budget.

Mayor Rigby proposed 9:00 p.m. as the time to recess each evening until business is concluded, and Council agreed.

Human Resources Manager Matt Hartleib presented information on the salary survey follow-up.

Fire Chief Mike Boaze presented the 2017-2018 Fiscal Year proposed budget for Fire Suppression and Fire Prevention.

Emergency Medical Services Chief Ray Nolen presented the 2017-2018 Fiscal Year proposed budget for Emergency Medical Services.

Police Chief Ken Adcox presented the 2017-2018 Fiscal Year proposed budget for the Police Department, including staffing options to increase the number of police officers by two.

Mayor Rigby asked if there are any objections to adding 2 officers and let City Manager Corby Alexander and Police Chief Adcox decide where to place the officers – either in patrol or as DOT officers. There were questions by Council regarding funding and placement; and the staffing item was brought back on Tuesday, August 15, for further discussion.

Golf Course Manager Alex Osmond presented the 2017- 2018 Fiscal Year proposed budget for the Golf Course.

City Council recessed for a break at 7:37 p.m. and reconvened at 7:49 p.m.

City Manager Corby Alexander made note of a correction to the PD Alternative Funding slide that the Animal Shelter Donation Account needs to reflect \$33,000 and not \$43,000.

Assistant City Manager Traci Leach presented the 2017-2018 proposed Fiscal Year Budget for the City Manager's Office.

Emergency Management Manager Kristin Gauthier presented the 2017-2018 proposed Fiscal Year Budget for Emergency Management.

Assistant City Manager Traci Leach presented the 2017-2018 proposed Fiscal Year Budget for Community Investment.

Human Resources Manager Matt Hartleib presented the 2017-2018 Fiscal Year proposed budget for the Human Resources Department.

Municipal Court Judge Denise Mitrano presented the 2017-2018 Fiscal Year proposed budget for the Municipal Court.

IT Manager Grady Parker presented the 2017-2017 Fiscal Year proposed budget for Information Technology.

City Secretary Patrice Fogarty presented the 2017-2018 proposed Fiscal Year Budget for the City Secretary's Office.

Assistant City Manager Traci Leach presented the 2017-2018 proposed Fiscal Year Budget for Legal.

City Secretary Patrice Fogarty presented the 2017-2018 proposed Fiscal Year Budget for City Council.

Finance Director Michael Dolby presented the 2017-2018 proposed Fiscal Year Budget for the Finance Department.

Director of Public Works, Don Pennell, presented the 2017-2018 Fiscal Year proposed budget for the Public Works Department, including the Street Division; Residential Solid Waste; Commercial Solid Waste; Water Production; Water Distribution; Wastewater Collection; Wastewater Treatment; Airport; La Porte Area Water Authority; and the Vehicle Maintenance and Replacement Funds.

Mayor Rigby requested City Manager Corby Alexander and Finance Director Michael Dolby bring back a cost analysis Tuesday night on costs to add 4 officers, 2 in Patrol and 2 in DOT for the La Porte Police Department.

The meeting was recessed at 8:55 p.m. to reconvene on Tuesday, August 15, 2017, at 6:00 p.m.

Tuesday, August 15, 2017

Mayor Rigby reconvened the August 14, 2017, Council meeting at 6:00 p.m. on Tuesday, August 15, 2017. Members of Council present: Councilmembers Engelken, Ojeda, J. Martin, K. Martin, and Earp. Absent: Councilmembers Leonard and Kaminski. Also present were City Secretary Patrice Fogarty and City Manager Corby Alexander.

Councilmember Zemanek arrived at 6:17 p.m.

City Manager Corby Alexander provided information requested from the August 14, meeting regarding a revised Fund Summary to add 4 new police officers, and Council further discussed this issue.

Councilmember Earp made a motion to authorize the Police Chief to hire 2 Patrol Officers and 1 DOT Officer. Councilmember Engelken seconded the motion. **MOTION PASSED 5/2.**

Ayes:	Councilmembers Ojeda, Earp, Engelken, J. Martin and K. Martin
Nays:	Mayor Rigby and Zemanek
Absent:	Councilmembers Leonard and Kaminski

Parks and Recreation Director Rosalyn Epting presented the 2017-2018 Fiscal Year proposed budget for the Parks Department that included Parks Maintenance; Recreation; Special Services; and Administration.

Planning and Development Director Richard Mancilla presented the 2017-2018 Fiscal Year proposed budget for the Planning Department that included GIS and Inspections.

Human Resources Manager Matt Hartleib presented the proposed 2017-2018 Fiscal Year Budget for Liability and Employee Health Insurance.

Assistant City Manager Traci Leach presented the 2017-2018 Fiscal Year proposed budget for Economic Development.

Parks and Recreation Director Rosalyn Epting presented the 2017-2018 proposed Fiscal Year Budget for the Hotel-Motel Fund.

There was discussion regarding the agreement between the City of La Porte and the La Porte-Bayshore Chamber of Commerce.

City Manager Corby Alexander presented the 2017-2018 proposed Fiscal Year Budget for Capital Improvement Projects.

7. REPORTS

- (a) Receive report of the La Porte Development Corporation Board Meeting on Monday, August 14, 2017 – Councilmember Ojeda

Councilmember Engelken provided a report stemming from the August 14, 2017, La Porte Development Corporation Board Meeting.

8. ADMINISTRATIVE REPORTS –

City Manager Corby Alexander commented work will begin for sidewalks on Park Street and advised Council he will contact Mr. Britt, who addressed Council on Monday night.

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

Councilmember Zemanek thanked Staff for their hard work on the presentation of the proposed Budget; Councilmember Engelken thanked Staff for their hard work on the presentation of the proposed budget; Councilmember Earp thanked Staff for their hard work on the presentation of the proposed budget; Councilmember Ojeda thanked Staff for their hard work on the presentation of the proposed budget and the department directors for hosting her and showing her around; Councilmember J. Martin thanked Staff for their hard work for the presentation of the proposed budget; Councilmember K. Martin thanked Staff for their hard work on the presentation of the proposed budget and commented she is looking forward to the upcoming projects and events; and Mayor Rigby thanked Staff for their hard work on the presentation of the proposed budget, and commented the Finance Department is recognized every year with the awards they continue to win for their hard work behind the scenes, which includes participation from all departments. He requested City Manager Corby Alexander follow up on the code violations on S. Carroll and the gate issue on Crescent View with Mr. Adams. He also expressed his thanks to Assistant City Manager Traci Leach for her services at the City of La Porte and wished her well on her future endeavors.

10. ADJOURN

There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 8:00 p.m. Councilmember J. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers Kaminski and Leonard were absent.**

Patrice Fogarty, City Secretary

Passed and approved on September 11, 2017.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Appropriation

Requested By: Michael Dolby

Source of Funds: _____

Department: Finance

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Letter

SUMMARY & RECOMMENDATIONS

In accordance with State Property Tax Code Section 26.04, the Tax Assessor is required to certify our 2017 ad valorem anticipated collection rate. Our Tax Assessor, Ms. Piggott of Goose Creek ISD, anticipates a 100% percent combined collection of current and delinquent taxes with penalties and interest.

Action Required of Council:

Consider approval or other action regarding the anticipated combined collection rate of 100%.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



TAX SERVICES GCCISD
CHARLENE PIGGOTT
DIRECTOR OF TAX SERVICES

August 1, 2017

City of La Porte
Mr. Michael Dolby
Director of Finance
604 W. Fairmont Parkway
La Porte, Texas 77571

Ref: Certification of Collection Rate 2017

Dear Mr. Dolby:

Attached for the City Council and Mayor consideration and review is the 2017 certified ad valorem anticipated collection rate.

This Tax Assessor/Collector certification is required by the State Property Tax Code, Section 26.04 (b) and must be submitted to the governing body before the Tax Assessor/Collector can calculate the 2017 Effective Tax Rate.

The anticipated combined collections of the current and delinquent taxes with penalties and interest will provide the City of La Porte one hundred percent (100%) collections of the 2017 tax billing and is therefore certified at one hundred percent (100%).

If I can be of further service, please do not hesitate to contact me.

Sincerely,

Charlene Piggott, RTA, CSTA

Encls. (1)

STATE OF TEXAS
PROPERTY TAX CODE, SECTION 26.04 (b)
COUNTY OF HARRIS
CERTIFICATION OF ANTICIPATED COLLECTION RATE FOR
CITY OF LA PORTE

I, Charlene Piggott, Tax Assessor/Collector for the City of La Porte, certify that the anticipated collection rate of said municipality for the 2017 taxable year is one-hundred percent (100%). This percentage represents the sum of current and delinquent taxes, including penalties and interest, collected between July 1st of this year and July 1st of the next year.

The amount of excess debt collection for the 2016 year was \$0.00 dollars.

Charlene Piggott

Charlene Piggott, RTA, CSTA
Tax Assessor/Collector
City of La Porte

8/1/2017

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>August 28, 2017</u>
Requested By: <u>Nolen, Ray</u>
Department: <u>EMS</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> </u>

<u>Appropriation</u>
Source of Funds: <u>General Fund</u>
Account Number: <u>00150595225005</u>
Amount Budgeted: <u>\$12,000.00</u>
Amount Requested: <u>\$12,000.00</u>
Budgeted Item: <u>YES</u> NO

Exhibits: Contract with Medical Director

Exhibits: _____

Exhibits: _____

SUMMARY & RECOMMENDATION

Annual contract renewal between Dr. Oscar Boultinghouse and the City of La Porte to serve as Medical Director for the EMS Department.

Contract renewal period is October 1, 2017 through September 30, 2020.

Contract renewal fee is same as last contract period with no increase requested. The city will pay Dr. Boultinghouse an aggregate compensation at a twelve month rate of \$12,000.00.

EMS Medical Directors are a covered party under the TML Incidental Medical Malpractice Liability Coverage plan.

Dr. Boultinghouse has been the EMS Medical Director for the City of La Porte for 20 years as of August 2017. He has done an outstanding job in that capacity. His response to EMS needs are timely and of high quality.

Recommend that council approve contract renewal.

Action Required by Council:

Consider approval or other action authorizing the City Manager to execute a contract with Dr. Oscar Boultinghouse, M.D., Medical Director for the City of La Porte EMS.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

CONTRACT FOR MEDICAL DIRECTOR
DEPARTMENT OF EMERGENCY MEDICAL SERVICES
CITY OF LA PORTE, TEXAS

This Contract entered into this the 1st day of October, 2017, by and between the City of La Porte, Texas, a municipal corporation (hereinafter called "City") acting by and through its duly authorized City Manager, and Dr. Oscar Boultinghouse, M.D., (hereinafter sometimes called "Dr. Boultinghouse"),

WITNESSETH:

WHEREAS, there is a recognized need to provide high quality emergency medical services and related medical care in the City of La Porte, Texas; and

WHEREAS, the City desires to provide medical direction for its Department of Emergency Medical Services through the use of a licensed physician; and

WHEREAS, the City desires to contract with Dr. Boultinghouse to serve as Medical Director for the Department of Emergency Medical Services of the City and Dr. Boultinghouse is willing to serve as Medical Director under the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the premises, the agreements herein contained and other and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

I.

MEDICAL DIRECTOR: Dr. Boultinghouse hereby contracts with the City as an independent contractor to serve as Medical Director of the Department of the Emergency Medical Services of the City (the "Medical Director") for the term stated below.

II.

RESPONSIBILITIES AND AUTHORITY OF MEDICAL DIRECTOR:

The responsibilities and authority of the Medical Director shall be as follows:

A. General

- (1) Ultimate responsibility for all medical issues concerning the City Department of Emergency Medical Services.
- (2) The authority to make decisions affecting all medical aspects of the City Department of Emergency Medical Services.
- (3) Being responsible to but not governed by the EMS Chief of the City of La Porte.
- (4) Inspect, evaluate and make recommendations regarding medical equipment purchased by the City Department of Emergency Medical Services.

B. Education

Responsibility for developing, implementing and participating in continuing education and recertification programs for paramedics employed by the City.

C. Evaluation

- (1) Responsibility for devising a system of ongoing review and education of paramedical services rendered by the City Department of Emergency Medical Services and providing rapid feedback to the paramedics.

D. Personnel

- (1) Ultimate responsibility for evaluating the competency of all paramedics employed by the City. The Medical Director shall have the authority to revoke any paramedics from their authorization to utilize protocols/standing orders.
- (2) All paramedics employed by the City must first be authorized by the Medical Director before being permitted to utilize established protocols/standing orders.

E. Community Liaison

- (1) Provide liaison with the medical community; respond to questions from physicians about the City Department of Emergency Medical Services.
- (2) Provide public information as necessary about the medical aspects of emergency medical services provided by the City Department of Emergency Medical Services; respond to medical questions from the media and the public.
- (3) Make appearances as reasonably necessary to educate those using the emergency medical system about its function.

F. Protocols/Standing Orders

Develop and revise standing orders to be used by paramedics in the field, monitor their use and make adjustments based on experience with these standing orders.

- G. The Medical Director shall devote such of their time as is reasonably needed to fulfill the responsibilities and duties of the Medical Director of the City Department of Emergency Medical Services under the terms of this Contract. It is understood that the Medical Director will continue to engage in private medical practice while not performing duties under this Contract.

III.

Term - The term of this Contract shall be for a period commencing as the date hereof and ending on the 30th day of September, 2020 or if sooner, with the first to occur of the following:

A. The death of Dr. Boultinghouse; or

B. Ninety (90) days following written notice by the City or by Dr. Boultinghouse; provided, however, that prior to any written notice of termination under this Section 3B by the City because of dissatisfaction with Dr. Boultinghouse's performance as Medical Director under this Contract, the City shall convene a meeting pursuant to written notice to the Medical Director setting forth the basis for such dissatisfaction. At the meeting, which shall be held no sooner than fifteen (15) days following such written notice, the parties shall attempt to resolve any disagreements and conflicts. The City shall be represented by the City Manager or his designee, at the meeting.

This contract shall remain in effect after the 30th day of September, 2020 until canceled by either party hereto giving ninety (90) days written notice to the other party hereto.

IV.

Insurance - Throughout the term of this Contract, the City shall provide the Medical Director with a policy on the minimum limits of three million dollars (\$3,000,000.00) per occurrence and six million dollars (\$6,000,000.00) annual aggregate which covers the performance of their administrative duties as Medical Director. The insurance policy shall provide that the City and the Medical Director shall be given thirty (30) days written notice prior to any cancellation of this insurance.

V.

Compensation - In consideration for rendering the services of Medical Director under the terms of this Contract, the City shall pay aggregate compensation at a twelve month rate of Twelve Thousand Dollars (\$12,000.00).

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VI.

Independent Contractor - This Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture, since the intent is that Dr. Boultinghouse shall be an independent contractor with the City. No party hereto shall

hold himself or itself out or act as an agent of any other party with respect to third parties in any way.

VII.

Governing Law - This Contract shall be governed in accordance with the laws of the State of Texas and shall be performable in Harris County, Texas.

IN WITNESS WHEREOF, Dr. Boultinghouse and the duly authorized representative of the City of La Porte have executed this Contract as of the date and year first above written.

CITY OF LA PORTE
DEPARTMENT OF EMERGENCY MEDICAL SERVICES

Corby D. Alexander
City Manager
City Of La Porte



Dr. Oscar Boultinghouse, M.D.
Harris County, Texas

Date

8/3/17

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Requested By: Ken Adcox

Department: Police

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: Grant Fund

Account Number: 03252535211020

Amount Budgeted: \$49,088.00

Amount Requested: \$49,995.74

Budgeted Item: YES NO

Attachments :

- 1. Resolution**
- 2. Texas Traffic Safety Program Grant Agreement**

SUMMARY & RECOMMENDATIONS

The La Porte Police Department has made its annual application for the TXDOT "S.T.E.P." grant concerning overtime reimbursement for Speed and Intersection Control for the fiscal year 2017/2018. This will mark the eighth year for which the department has applied for the grant. TXDOT has preliminarily approved the award and forwarded the attached grant agreement for City Council's consideration and approval.

The grant will reimburse the City up to \$49,995.74 with matching contributions from the City of \$51,080.08.

Although the grant pays only base salary, as in past years, the police department will continue to meet the match through administrative costs, employee benefits, mileage, fuel, and City funded Speed and Intersection Control overtime.

Action Required of Council:

Authorize Resolution for City Manager to sign grant award and other documents for Speed and Intersection Traffic Control STEP grant

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



RESOLUTION

* * * *

WHEREAS, injuries and deaths from traffic crashes bring loss and suffering to the citizens of this community; and

WHEREAS, the cost of such injuries brings economic hardship to families; and

WHEREAS, the community's health care system and emergency response resources are significantly impacted by injuries of traffic crashes; and

WHEREAS, research shows that speed is a causative factor in many traffic crashes; and

WHEREAS, failure to obey traffic control devices, signs and signals at intersections causes many traffic crashes; and

WHEREAS, the National Highway Traffic Safety Administration statistics have shown that reducing speed limit and traffic control violators prevents crashes, saves lives and reduces non-fatal injuries while resulting in economic savings to society;

WHEREAS, the Speed/Intersection Traffic Control STEP includes public education and intensified law enforcement to get the community to comply with speed limits and traffic control devices, signs and signals;

NOW THEREFORE, BE IT RESOLVED that The City of La Porte approves the City Manager to execute all documents for the Speed/ITC STEP Grant for October 1, 2017 through September 30, 2018; joining public and private sector leaders across Texas supporting the campaign; urging all residents and visitors of La Porte to abide by traffic laws, to protect life and the quality of life in this community.

Signed by:

Authorized Official

ATTEST:

APPROVED:

City Secretary

Mayor, City of La Porte

**Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of La Porte

Project Title: STEP Comprehensive

Authorizing Authority

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	

Under the authority of Ordinance or Resolution Number (if applicable)	
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Authorized to Electronically Sign Grant Agreements and Amendments

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	MARCUS Upchurch	SOT.
2.		
3.		

Texas Traffic Safety eGrants

Fiscal Year 2018

Organization Name: City of La Porte Police Department

Legal Name: City of La Porte

Payee Identification Number: 17460015526006

Project Title: STEP Comprehensive

ID: 2018-LaPorte-S-1YG-0036

Period: 10/01/2017 to 09/30/2018

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2018.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number:
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **010804755**
FAIN: To Be Assigned

Project Title: **STEP Comprehensive**
Description:
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2017** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2018** unless terminated or otherwise modified.

Total Awarded: **\$101,075.82**
Amount Eligible for Reimbursement by the Department: **\$49,995.74**
Match Amount provided by the Subgrantee: **\$51,080.08**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

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

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

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

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit

a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

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

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

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to

C. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

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

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

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

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSIÓN

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-316, 200.318-324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to

City of La Porte Police Department
STEP-2018

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

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such

direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed

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3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4; debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a

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7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

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

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov
- C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

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

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

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

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

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION [This article applies only to non-profit entities.]

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

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

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

- K. All STEP agencies must provide the following provision in all daily activity report forms:
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
 2. physical inspection of project records and supporting documentation
 3. telephone conversations
 4. e-mails and letters
 5. quarterly review meetings
 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
 2. Review project accomplishments (performance measures completed, targets achieved)
 3. Account for any approved Program Income earned and expended
 4. Identify exemplary performance or best practices

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PROGRAM ELEMENT SELECTION

YEAR LONG

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

WAVE

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

CMV

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

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

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

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

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

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

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.

Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

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BASELINE INFORMATION

Baseline Year (12 months) From 1/1/2016 to 12/31/2016

Baseline Measure	Baseline Number	
Number of speed citations	1444	
Number of safety belt citations	24	
Number of child safety seat citations	7	
Number of Intersection Traffic Control (ITC) citations	402	
Number of Distracted Driving Citations	0	
	Baseline Number	Month/Year of Survey
Percentage of speed compliance	21 %	09/2016
Percentage of safety belt usage	94 %	02/2017

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	2900
b. Increase Safety Belt citations by	40
c. Increase Child Safety Belt citations by	10
d. Increase ITC citations by	480
e. Increase Distracted Driving citations by	
2. Proposed total number of traffic-related crashes	
a. Reduce the number of speed-related crashes to	12
b. Reduce the number of ITC-related crashes to	42
3. Increase speed compliance	
a. Increase the Speed compliance rate to	23%
4. Increase safety belt usage	
a. Increase the Safety Belt usage rate among drivers and front seat passengers to	97%
5. Number of Enforcement Hours	1255
Step Indicator	3.14

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

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

Step Indicator 3.14

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PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	4
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	10
c. Conduct community events (e.g. health fairs, booths)	3
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	1000

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Operational Plan

Page Title: ITC Page 1

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. ITC1	ITC	HWY 146 FRONTAGE RDS @ W FAIRMONT PKWY	%	MON-SUN 24 HOURS
2. ITC 2	ITC	HWY 146 FRONTAGE RDS @ SPENCER HWY	%	MON-SUN 24 HOURS
3. ITC 3	ITC	HWY 146 FRONTAGE RDS @ BARBOURS CUT BLVD	%	MON-SUN 24 HOURS
4. ITC 4	ITC	SPENCER AND 16TH	%	MON-SUN 24 HOURS
5. ITC 5	ITC	W FAIRMONT PKWY AND 16TH	%	MON-SUN 24 HOURS
6. ITC 6	ITC	HWY 146 @ MCCABE	%	MON-SUN 24 HOURS
7. ITC 7	ITC	MCCABE AND S. BROADWAY	%	MON-SUN 24 HOURS

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Operational Plan

Page Title: ITC PAGE 2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. ITC 8	ITC	HWY 146 @ WHARTON WEEMS	%	MON-SUN 24 HOURS
2. ITC 9	ITC	WHARTON WEEMS @S. BROADWAY	%	MON-SUN 24 HOURS
3. ITC 10	ITC	W FAIRMONT PKWY @ UNDERWOOD	%	MON-SUN 24 HOURS
4. ITC 11	ITC	SPENCER HWY @ UNDERWOOD	%	MON-SUN 24 HOURS
5. ITC 12	ITC	SPENCER HWY @ BAY AREA BLVD	%	MON-SUN 24 HOURS
6. ITC 13	ITC	W FAIRMONT PKWY @ FARRINGTON	%	MON-SUN 24 HOURS
7. ITC 14	ITC	SPENCER HWY @ FARRINGTON	%	MON-SUN 24 HOURS

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Operational Plan

Page Title: ITC PAGE 3

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. ITC 15	ITC	FARRINGTON @ COLLINGSWOOD	%	MON-SUN 24 HOURS
2. ITC 16	ITC	SPENCER HWY @ MYRTLE CREEK	%	MON-SUN 24 HOURS
3. ITC 17	ITC	W FAIRMONT PKWY @ BRROKWOOD	%	MON-SUN 24 HOURS
4. ITC 18	ITC	SPENCER AND VALLEYBROOK	%	MON-SUN 24 HOURS
5. ITC 19	ITC	BARBOURS CUT BLVD @ N BROADWAY	%	MON-SUN 24 HOURS
6. ITC 20	ITC	W FAIRMONT PKWY @ WILLMONT	%	MON-SUN 24 HOURS
7. ITC 21	ITC	FLEETWOOD @ SPRUCE DR NORTH	%	MON-SUN 24 HOURS

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Operational Plan

Page Title: ITC PAGE 4

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. ITC 22	ITC	MYRTLE CREEK @ CANYON SPRINGS	%	MON-SUN 24 HOURS
2. ITC 23	ITC	MYRTLE CREEK @ WILLOW CREEK	%	MON-SUN 24 HOURS
3. ITC 24	ITC	VALLEYBROOK @ CATLETT	%	MON-SUN 24 HOURS
4. ITC 25	ITC	W FAIRMONT @ CANADA	%	MON-SUN 24 HOURS
5. ITC 26	ITC	W FAIRMONT @ LUELLA	%	MON-SUN 24 HOURS
6. ITC 27	ITC	W FAIRMONT @ BAY PARK	%	MON-SUN 24 HOURS
7. ITC 28	ITC	W FAIRMONT @ DRIFTWOOD	%	MON-SUN 24 HOURS

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Operational Plan

Page Title: ITC PAGE 5

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. ITC 29	ITC	DRIFTWOOD @ MESQUITE	%	MON-SUN 24 HOURS
2. ITC 30	ITC	SENS RD @ AVE L	%	MON-SUN 24 HOURS
3. ITC 31	ITC	SENS RD @ AVE H	%	MON-SUN 24 HOURS
4. ITC 32	ITC	SENS RD @ AVE P	%	MON-SUN 24 HOURS
5. ITC 33	ITC	VENTURE @ SOMERTON	%	MON-SUN 24 HOURS
6. ITC 34	ITC	VENTURE @ BROOKWOOD	%	MON-SUN 24 HOURS
7. ITC 35	ITC	MYRTLE CREEK@ STONE CREEK	%	MON-SUN 24 HOURS

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Operational Plan

Page Title: ITC PAGE 6

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. ITC 36	ITC	CHOCTAW @ CANIFF	%	MON-SUN 24 HOURS
2. ITC 37	ITC	PECAN CROSSING @ MAHAN	%	MON-SUN 24 HOURS
3. ITC 38	ITC	PECAN CROSSING @ W FAIRMONT	%	MON-SUN 24 HOURS
4. ITC 39	ITC	WEST G @ ANY INTERSECTING STREET	%	MON-SUN 24 HOURS
5. ITC 40	ITC	W FAIRMONT @ PARK	%	MON-SUN 24 HOURS
6. ITC 41	ITC	PARK @ SAN JACINTO	%	MON-SUN 24 HOURS
7. ITC 42	ITC	KING WILLIAM DR @ ANY INTERSECTING STREET	%	MON-SUN 24 HOURS

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Operational Plan

Page Title: ITC PAGE 7

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. ITC 43	ITC	VALLEYBROOK @ VALLEYBROOK CT	%	SUN-MONDAY 24 HOURS
2.			%	
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Operational Plan

Page Title: SPEED PAGE 1

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1.1	SPEED	ST HWY 146 FRONTAGE RD 1500-900 BLKS SOUTH: 900- 1500 BLKS NORTH; 40 MPH, 3.1 MILES	28%	MON-SUN 24 HOURS
2.2	SPEED	ST HWY 146 CITY LIMIT TO CITY LIMIT 60 MPH, 5.5 MILES	12%	MON-SUN 24 HOURS
3.3	SPEED	ST HWY 225 FRONTAGE RD CITY LIMIT TO CITY LIMIT; 50 MPH, 3 MILES	26%	MON-SUN 24 HOURS
4.4	SPEED	ST HWY 225; CITY LIMIT TO CITY LIMIT; 65 MPH, 3 MILES	9%	MON-SUN 24 HOURS
5.5	SPEED	SOUTH 8TH ST, 100-1000 BLKS 30 MPH 0.9 MILES	2%	MON-SUN 24 HOURS
6.6	SPEED	SPENCER HWY 1000-1900 BLKS (W MAIN); 35 MPH, 1 MILE	20%	MON-SUN 24 HOURS
7.7	SPEED	EAST MAIN 100-300 BLKS; 30 MPH 0.5 MILES	8%	MON-SUN 24 HOURS

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Operational Plan

Page Title: SPEED PAGE 2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 8	SPEED	W FAIRMONT PKWY 1300-1600 BLKS 35 MPH 0.3 MILES	27%	MON-SUN 24 HOURS
2. 9	SPEED	W. FAIRMONT 12000 - 9000 BLKS; 55 MPH 5 MILES	25%	MON-SUN 24 HOURS
3. 10	SPEED	E FAIRMONT PKWY 100-300 BLKS SCHOOL ZONE; 20 MPH 0.2 MILES	37%	DURING SCHOOL ZONE HOURS
4. 11	SPEED	SENS RD 1900-2900 BLKS 40 MPH 1 MILE	26%	MON-SUN 24 HOURS
5. 12	SPEED	CANADA RD 3100-3900 BLKS 35 MPH 0.5 MILES	5%	MON-SUN 24 HOURS
6. 13	SPEED	LUELLA BLVD 3100-3900 BLKS; 30 MPH 0.5 MILES	2%	MON-SUN 24 HOURS
7.			%	

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Operational Plan

Page Title: OCCUPANT PROTECTION

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1.1	OP	JURISDICTION WIDE	94%	SUN-MON 24 HOURS
2.			%	
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$49,995.74	\$22,836.02	\$72,831.76
(200)	Fringe Benefits:	\$0	\$20,054.06	\$20,054.06
	Sub-Total:	\$49,995.74	\$42,890.08	\$92,885.82
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$8,190.00	\$8,190.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$8,190.00	\$8,190.00
Total Direct Costs:		\$49,995.74	\$51,080.08	\$101,075.82
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$49,995.74	\$42,890.08	\$92,885.82
	Total Direct Costs:	\$0	\$8,190.00	\$8,190.00
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$49,995.74	\$51,080.08	\$101,075.82
	Fund Sources (Percent Share):	49.46%	50.54%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Requested By: Corby Alexander

Department: Administration

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: 037-Hotel/Motel

Account Number: 6063-565-2075

Amount Budgeted: \$0

Amount Requested: \$35,000

Budgeted Item: YES NO

Attachments :

1. Lyrics for the Anthem
2. Bio for Susan Giacona

SUMMARY & RECOMMENDATIONS

The City was approached by the Battleship TEXAS Foundation with a proposal to sponsor the production of a music video that would be the official anthem for the Battleship. The Foundation would like to use the anthem and video as a part of the Capital Campaign. The Foundation is retaining Love Advertising to lead the PR Campaign so it would be huge in that regard. In addition the Foundation has a huge effort going on using social media and it would fit in that effort as well.

The cost to produce the video is \$35,000. As the underwriting sponsor, the City would have images included in the video. As was the case with the 100th Anniversary video, the City's name and logo appeared on the video and this would be the case for the anthem sponsorship presented here. Sponsorship of this video would continue to reinforce the tourism push the City's had for several years to emphasize historic tourism and brand the battleship as a La Porte landmark. Additionally, this sponsorship has the benefit of longevity since it is not a one and done type sponsorship. The video will have a life beyond just a single showing at a single event.

There is a current video that was produced for this song. It can be viewed by clicking this link: <https://www.dropbox.com/s/1zkpo6fcvp2ykve/Walking%20Away%20v3.mpeg?dl=0> It should be noted that the entire production would be re-done and would have a more nostalgic and historic feel to it, with historic photos of the ship throughout her life, plus some shots of La Porte.

Bruce Bramlett, Executive Director of the Battleship TEXAS Foundation, is present to answer any questions.

Should the Council like to include funding for this sponsorship, staff would include it in the FY18 budget that is brought for Council consideration in September.

Action Required of Council:

Consider approval or other action to include sponsorship funding for the Battleship TEXAS anthem video production in an amount not to exceed \$35,000.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Walking Away From Heaven
By Susan Giacona

V1

Heroes bringing liberty 'cross the sea
Leavin' behind a home and family
Bitter reminders, sweet freedom isn't free

He kissed me and our babies one more time
That ship was leaving had to say goodbye
There were tears of pain and pride
All at the same time

PRECHORUS

Living a valiant life
Comes with sacrifice.
The miles apart would not pull us under
He said hold on tight
We're fightin' the good fight together

(Seemed like he was....)

CHORUS

Walking Away From Heaven
He was Headed right into hell
He was determined and bold
He knew deep in his soul
He'd be back with a story of victory to tell
He said "I love this country and I love you
"And Thank you girl for not making me choose"
He said "I'm doin' it for us"
I'm doing it for you'
Doing it for the Red White and Blue
(Walking Away From Heaven)
(Walking Away From Heaven)

V2

Waving at me as he stood on the bough
Courage and steel would bring him back somehow
We had to be strong
We had to believe.

Prechorus

Chorus

Susan Giacona-Bio updated 7/2017

Cell: 281-705-4082 Email: SusanGiaconaSongwriter@gmail.com

Whether she's performing live at congressional campaign fundraisers and charity events, or working alongside some of the most prolific songwriters in today's music industry, country artist and multi-genre songwriter, Susan Giacona (a former Marketing Communications Manager for Compaq/Hewlett-Packard) is proving to be a multi-talented force.

Harnessing a voice oftentimes compared to that of country music superstar, LeAnn Rimes, infused with the sound of Martina McBride, the stories told through Susan's music focus on deeply personal and real-life themes. She is currently working on her debut EP, entitled Take Me Back, which is scheduled to drop in 2017, and is being produced in Nashville. Susan will be wearing couture evening wear by luxury clothing designer, Nick Navarro, in the music video which will accompany the release of the single, Take Me Back.

Susan also works closely with other writers to create songs for artists of multiple genres, as well as music appearing on television, movies, and ads. She recently teamed up with hit songwriter, Marty Dodson (Songs Like This by Carrie Underwood, Everybody Wants To Go To Heaven by Kenny Chesney) to write Kindness Matters, a song set to appear in the upcoming movie, "The Silent Warrior" when it releases in 2017. Other songwriters she has co-written with include Clay Mills (Don't Think I Don't Think About It by Darius Rucker) and Ryan Griffin (Dibs by Kelsea Ballerini), Grammy nominee Shelly Peiken (Bitch, by Meredith Brooks) , Jason Duke (Dibs by Kelsea Ballerini, That Could Still Be Us by Keith Urban) Chuck Jones (Your Love Amazes Me by John Berry) , Marti Dodson (lead singer of Saving Jane, You Look Like Rain by Luke Bryan), Jennifer Hanson (Let Me Down Easy by Billy Currington), and Jim Femino (How Do You Like Me Now by Toby Keith). Susan has music licensed for use with Universal Music's library, Washington Street Publishing (advertising), licensing projects in the works with 430 Entertainment, and John Pocino Film Productions. Susan will have songs featured in the opening and closing credits for the John Pocino Film, "Destiny", in which she will also have a small speaking role, as well as a vocal performance scene in the film. "Destiny" is set to air on HBO as an HBO Original. A Lifetime Original Film, which tells the story of poet and author, Dr Beverly Johnson, and as yet unnamed, will feature Susan's song "Loving Me into the Light". Susan's song "Walkin' Away From Heaven" will be used in the upcoming PR campaign for one of the busiest tourist attractions in Texas, The Battleship Texas. A music video featuring Susan's song, combined with archived photos and film footage taken in WWI and WWII, will be the focal point of the national campaign. Other organizations using Susan's music for campaigns and special events are the Round Up in Pink organization, and the Wheelchairs for Warriors organization.

Susan has also been nominated for Songwriter of the Year 2017, by the East Texas Music Foundation and she has a song up for Single of the Year 2017, by the Texas Country Music Association (Where Will I Be, cut by The Darrin Morris Band). As of 7/23/2017, Where Will I Be is at #53 on the Texas Regional Radio Report and in the top 5 of several notable, nationwide Indy charts.

Artists/Bands most recently cutting Susan's songs are The Darrin Morris Band (country), Billy Lord (country rock), Heather Linn (country), and Ella Knox (pop). Susan has recently been asked to be on the writing team for The Voice Finalist, Audra McLaughlin who is an up-and-coming, rising star in Nashville. In 2017 Susan's music will also be used in a kids TV show, The Grimps, and a Houston-based talk show called "A Different Point of View", as well as various other TV ads.

When she isn't creating new music, she's doing voice-overs for commercials or narrations, or acting as spokesperson for corporate or retail projects through her talent agent, Pastorini-Bosby Talent. Susan can also be found spending time with her husband and 3 sons, as well as donating her time serving on the Board of Directors of Wheelchairs for Warriors, a Texas-based non-profit dedicated to helping wounded veterans and first-responders obtain motorized wheelchairs enabling them to improve their quality of life. She is also a volunteer Court Appointed Special Advocate (CASA) for abused and neglected children, and although she no longer researches cases and reports to the courts, she still volunteers for special fund-raising events. She is an avid traveler, having spent time in Italy, France, and many other European countries. When she's not traveling for vacation, Susan splits her time between Nashville, Los Angeles, and Houston.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Requested By: Ken Adcox

Department: Police

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: N/A

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Agreements between Shoreacres and La Porte for Jail and Dispatch Services

SUMMARY & RECOMMENDATIONS

Consider approval of an agreement between the City of Shoreacres and the City of La Porte for City jail and dispatch services. This agreement allows La Porte to charge reasonable and customary charges and fees for services provided. In consideration for the jail and dispatch services provided by the City of La Porte, the City of Shoreacres will pay a monthly service fee of \$4,960.39. The fee amount is proportionately based on the total cost for the City of La Porte to maintain and operate a Jail and Emergency Communications Center and the population for the three cities that the City of La Porte provides these services to (La Porte, Morgan's Point, and Shoreacres). An additional 10% is added to total amount for contract administration and projected cost increases. The agreement will be in effect for a term of three years (October 1, 2017 through September 30, 2020) with a cancellation clause allowing either party to withdraw from the contract upon sixty (60) days written notice to the other party and allowing for a one year renewal term.

Action Required of Council:

Request Council approval of the agreement between the City of La Porte and the City of Shoreacres for City jail and dispatch services

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**RESOLUTION No. 2017-270
CITY OF SHOREACRES, TEXAS**

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE CITY OF LA PORTE POLICE DEPARTMENT TO PROVIDE JAIL AND EMERGENCY DISPATCH SERVICES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES THAT:

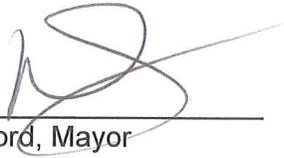
Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this resolution, a copy of which attached hereto and is on file in the office of the City Secretary. The Mayor is hereby authorized to execute all related documents on behalf of the City of Shoreacres to confirm acceptance by the City of Shoreacres. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

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 resolution shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED this the 10th day of July 2017.





Kimberly Sanford, Mayor

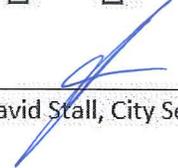
ATTEST:



David K. Stall, CFM, TEM
City Secretary

M/2		Yea	Nay	N/V	Absent
	K. Sanford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	R. Bowles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Z	R. Hoskins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M	D. Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	J. McKown	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F. Ramos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Passed / Failed

 07.11.17

David Stall, City Secretary - Date

AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement made and entered into by and between the CITY OF LA PORTE, a municipal corporation of Harris County, Texas hereinafter referred to as "LA PORTE" and the CITY OF SHOREACRES, a municipal corporation of Harris County, Texas, hereinafter referred to as "CITY",

WITNESSETH

WHEREAS, CITY is in need of certain governmental services for the benefit of the people and property within its city limits, and

WHEREAS, LA PORTE is able and willing to provide said governmental services to CITY, upon the terms, conditions, and covenants herein contained:

NOW, THEREFORE, PURSUANT TO THE AUTHORITY GRANTED BY Chapter 791, "Interlocal Cooperation Contracts", Texas Government Code, and in consideration of the mutual covenants, agreements, and benefits to both cities, it is hereby agreed as follows:

A. GENERAL PROVISIONS

I.

For and during the three years beginning on the 1st day of October, 2017, and ending on the 30th day of September, 2020, LA PORTE agrees to furnish CITY, the governmental services hereinafter more specifically described, and continuing thereafter automatically for one (1) additional renewal term of (1) year, unless otherwise canceled as provided in Paragraph A-IV or until canceled as provided in Paragraph A-V hereof. This agreement supersedes any prior agreement between the parties on the subject matter hereof.

II.

For and in consideration of the governmental services to be provided by LA PORTE to CITY, CITY agrees to pay LA PORTE as follows, to wit:

(1) Monthly base charge as follows:	
Jail Service	\$1,600.33
Emergency Dispatch/911 Service	3,360.06
Total	\$4,960.39

III.

LA PORTE will not be liable for loss or damage to person or property arising from, caused by, or resulting from alleged negligence of LA PORTE, its officers or employees or volunteers in carrying out the terms of this agreement. CITY agrees to indemnify, and save and hold LA PORTE harmless, from any such claim for loss or damage by itself, or by any person, firm, corporation, or association, in connection with this agreement.

IV.

Either party to this agreement may cancel by giving sixty (60) days written notice to the other party. Such notice will be effective as of midnight of the last day of the expiration of such sixty (60) days notice.

V.

CITY personnel shall abide by all LA PORTE rules, regulations, and policies, as they now exist, or may be amended hereafter, relating to the services rendered including the use of facilities made available to the CITY under the terms of this agreement.

B. EMERGENCY 911 DISPATCH SERVICES

I.

LA PORTE agrees to receive telephone calls and to dispatch radio calls to CITY patrol units.

II.

LA PORTE further agrees that a dispatcher will be available at the LA PORTE Police Department to render this service twenty-four (24) hours a day for the duration of this agreement.

III.

CITY agrees to purchase and maintain its own portable and/or mobile radios, which must be interoperable with the LA PORTE radio system. The CITY must also maintain a separate access agreement with the City of Houston, which owns the public safety trunked radio system that is licensed by the Federal Communications Commission, which permits radio communications and transmissions via radio units.

C. JAIL

I.

LA PORTE agrees to allow CITY to temporarily confine persons arrested by CITY'S law enforcement officers in the LA PORTE City Jail until such time as they can be properly released or conveniently moved by the proper authorities to the Harris County Jail.

II.

CITY agrees to keep certifications current of all law enforcement officers, required by the Texas Commission on Law Enforcement standards and education or other appropriate regulatory authority having jurisdiction, and shall provide copies of same to LA PORTE, if so requested.

III.

CITY will be solely responsible for all medical care for, and all transportation of arrestees brought) to and/or being taken from the LA PORTE jail. In addition, CITY shall be solely responsible for the security of the arrestee during said transportation.

IV.

LA PORTE may suspend service and may refuse to accept an arrestee from CITY, in its sole discretion.

V.

CITY will be solely responsible for providing appropriate magistrate services for arrestees brought to the LA PORTE jail by officers of the City of Shoreacres.

WITNESS OUR HANDS and the seals of our respective Cities, effective as of the 1st day of October, 2017.

PASSED AND APPROVED by the City Council of the City of La Porte, by the agreement, on the _____ day of _____, 2017.

CITY OF LA PORTE

By: _____
Corby D. Alexander
City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney

PASSED AND APPROVED by the City Council of the City of SHOREACRES, by the agreement, on the 10th day of July, 2017.



CITY OF SHOREACRES

By: _____

Mayor Kimberly Sanford

ATTEST:

David K. Stall, CFM[®], CEO, TEM[®]
City Secretary

APPROVED AS TO FORM:

City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Appropriation

Requested By: Matt Hartleib

Source of Funds: N/A

Department: Human Resources

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. "2017 Draft Meet and Confer Agreement"

SUMMARY & RECOMMENDATIONS

Representatives from the City and the La Porte Police Officers Association (LPPOA) began meeting in April of 2017 to develop a new Meet and Confer Agreement. The current agreement expires September 30, 2017.

The attached agreement has been approved by both the City and the LPPOA negotiation teams. This agreement largely maintains the existing agreement with the following changes:

- Clarification of language regarding the setting of pay rates for the ranks of Sergeant and Lieutenant to reflect the initial intent of the agreement.
- Setting the total annual wage increase cap as a percentage of the collective salary budget for police officer at the following percentages
 - Year 1 – 3%
 - Year 2 – 3%
 - Year 3 – 4%
 - Year 4 – 5%
- The duration of this agreement is four years, expiring on September 30, 2017

Action Required of Council:

Consider approval or other action of the proposed Meet and Confer agreement between the City and the La Porte Police Officers Association to be effective beginning 10/01/2017. Staff recommends approval.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Meet and Confer Agreement

Between

The City of La Porte And

The La Porte Police Officers' Association

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Definitions

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

- A) "Accredited College or University" means one that is listed by an accrediting agency approved by the United States Department of Education, and as of result of that accreditation, offers courses that are "accredited"
- B) "Chief" means the Chief of Police of the La Porte Police Department or his designee.
- C) "City" means the City of La Porte, Texas.
- D) "Coveted position" as used in this Agreement means any position in the Department to which more than one sworn employee has expressed an interest in being assigned by the Chief.
- E) "Department" means the La Porte Police Department.
- F) "Employee" means a sworn Police Officer who is a member of the bargaining unit.
- G) "Employer" means the City of La Porte.
- H) "Officer" means any sworn Police Officer who is covered by this Agreement.
- I) "Association" means the La Porte Police Officers' Association
- J) "TCOLE" means the Texas Commission on Law Enforcement.
- K) "TLGC" means the Texas Local Government Code.

Unless otherwise stated, it is understood and mutually agreed that masculine and feminine pronouns refer to, and include, both genders equally.

Article I

Authority and Recognition

1. The City of La Porte and the La Porte Police Officers' Association have voluntarily met and reached agreement on the conditions set out in this agreement pursuant to the provisions of the Texas Local Government Code, Chapter 142 et. seq., Subsection B. To the extent that this Agreement is in conflict with or changes Chapter 143, TLGC or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision, as authorized by Section 142.067 of the TLGC.
2. The City recognizes the La Porte Police Officers' Association as the sole and exclusive bargaining agent for all non-probationary Police Officers in the La Porte Police Department, excluding the Chief of Police and the Assistant Chiefs of Police.

Article II

Hiring Preemptions

1. In adopting this Agreement, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process by allowing for the lateral hiring of experienced Police Officers, Certified Texas State Peace Officers, and/or otherwise qualified mature applicants.
2. Effective with the ratification of this Agreement, the City shall be allowed to fill vacancies in the entry level Police Officer classification by hiring experienced police officers and/or peace officers certified by TCOLE without requiring these applicants to take a civil service exam. An applicant hired pursuant to this Article may be appointed directly to a pay grade/step commensurate with his/her level of experience; however applicants hired in this manner shall not receive any sort of longevity or seniority relating to promotional eligibility, shift bidding, pay or other privileges of employment. Once a newly-hired Police Officer is placed in the appropriate pay grade/step, the Officer shall progress through the remaining steps of the pay scale on each anniversary date, so long as all eligibility requirements contained in this Agreement are met.

To qualify for the lateral entry program, applicants must pass a physical fitness exam, a comprehensive background investigation, to include psychological, polygraph, medical exam, drug screening and a 12 month probationary period. Applicants must additionally meet the following criteria:

- Education and Experience: Graduation from an accredited Police Academy.
- Licenses and Certificates: Possess a Basic Peace Officer license issued by TCOLE by the time of appointment.

3. Police Officers hired pursuant to this Article shall be compensated

according to his or her total number of years of full time experience in law enforcement, up to a maximum of seven (7) years. The Chief of Police shall make the final determination of whether an applicant meets the criteria of the Lateral Entry Program, and his decision shall be final and nonappealable to the Civil Service Commission or to any court. No rank will transfer.

4. Specifically, this Article preempts, to the extent of any conflict, all contrary State statutes, local ordinances, executive orders or civil service provisions as they relate to the hiring of the classification of Police Officer. More specifically, this Article pre-empts TLGC, Section 143.023 (c), and permits the Department to hire persons 45 years of age and above, provided that the person has five (5) years of cumulative active military service, or five (5) years of continuous service as a certified peace officer in the State of Texas by the estimated date of hire and can meet all other hiring criteria required for employment as a Police Officer with the City of La Porte. A person is not eligible to apply for a position as a Police Officer in the Department unless the person will be at least 21 years of age at the time of commission and meets minimum eligibility requirements for a Police officer as outlined in local civil service and TCOLE rules.

5. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. In addition to the pre-emption noted in Subsection 4 above, this Article also pre-empts Sections 143.024, 143.025, and 143.026 of the Texas Local Government Code.

Article III

Wages

1. The City of La Porte and the La Porte Police Officers' Association hereto agree that a "market approach" philosophy shall be used as a guideline to determine appropriate wage scales for Officers of the Department. In implementing this approach, the parties agree to compare wage rates with Police Officers in comparative cities within the region via a market survey. The definition of "market" is the median salary for each pay grade for the Cities surveyed.

2. The City and Association further agree that the aforementioned market survey will be renewed in April of each year during the term of this Agreement and that median level salary rates for Police Officers covered in this Agreement shall be revised to reflect the current market, as determined from the results of the market survey. Any annual increase will reflect the market survey up to, but not to exceed, a set percentage of the collective salary budget for police officers as compared to the immediately preceding fiscal year according to the following schedule.
 - a. Year 1 – 3%
 - b. Year 2 – 4%
 - c. Year 3 – 5%
 - d. Year 4 – 5%

3. This agreement makes no changes to the current step schedule for the ranks of Police Officer, Sergeant, and Lieutenant.

4. Each year, The Association will appoint a representative to work with the City's HR Manager in conducting a salary survey from Texas City, Galveston, Baytown, League City, Pasadena, Pearland, Friendswood, Sugarland, Missouri City, and Deer Park. The salary survey will reflect employee salaries as of April 1 of the current year. The Association will provide name of their appointed representative to the City's HR Manager no later than April 1 of the current year. The City's HR Manager shall coordinate the survey, with the assistance of the City's Finance Department and the Association's appointed representative, and will have the

information collected and the proposed adjusted pay scales completed and presented to the Association and City Bargaining Team members no later than May 31 of the current year. Once the above mentioned salary survey has been completed, the proposed adjusted pay scales will be created by:

- a) Determining both the median minimum and maximum salary range for each of Police Officer, Sergeant, and Lieutenant for the above ten (10) listed cities using the Median Salary Worksheet. Salaries for the City of La Porte are not included when determining the median salary ranges.
 - b) For Police Officer, the minimum median salary will be set as the new La Porte CS1-0 salary. The maximum median salary will be set as the new La Porte CS1-12 salary. CS1-0 will then be subtracted from CS1-12 and that amount will then be evenly distributed across the range. CS1-15 is then 75 cents above CS1-12 and CS1-20 is then 75 cents above CS1-15
 - c) For Sergeant, CS2-0 is 3% above CS1-12 or the minimum median salary for the rank of Sergeant from the salary survey, whichever is higher. The maximum median is then CS2-6. Subtract CS2-0 from CS2-6, then evenly distribute across the range.
 - d) For Lieutenant, CS3-0 is 3% above CS2-6 or the minimum median salary for the rank of Lieutenant whichever is higher. The maximum median is then CS3-3. Subtract CS3-0 from CS3-3 and then evenly distribute across the range.
5. The new step pay rates will then become effective on October 1 (the first day of the fiscal year following the current fiscal year), so long as the proposed increase does not exceed the designated percentage of the approved salary budget for the current fiscal year.
 6. Should the new step pay rates be projected to exceed the designated percentage of the collective salary budget for police officers for the current fiscal year, the proposed increase for each individual step will be reduced by the same percentage in order to meet the applicable cap. This will be accomplished by first determining the percentage that the proposed collective salary budget exceeded the applicable cap of the actual collective salary budget for the current fiscal year and then reducing each individual step by that same percentage.

7. Once proposed pay scales have been created by the City Finance and Human Resources Departments each April, the City and Association bargaining team members will review the proposed pay scales revisions and ensure that same are accurate. Once agreed upon, the new rates will take effect subject to the approval of City Council and the Association.
8. Employees shall receive step increases on the anniversary of their appointment to their current rank. If an employee receives a less than satisfactory performance evaluation (anything below a 3), the employee will not receive a pay increase of any type (including lump sum payments referenced in Article III Subsection (4) and the current step increase will be held until the employee earns a satisfactory evaluation (3 or above). Once the employee's performance evaluation has been improved to a satisfactory rating, the employee shall be placed at the then-current step for his/her time in grade. If an employee receives an "exceptional" evaluation (above a 4), the employee will be moved up two steps on his/her anniversary date. Upon receiving the next evaluation, that employee shall be placed at the then-current step for his/her time in grade. This Section will not apply to any cost of living raises or pay scale adjustments.
9. If an employee receives a less than satisfactory performance evaluation, as outlined in this Article, the employee may appeal the performance evaluation according to the following process:
 - a) All performance evaluation appeals shall be submitted by the affected employee to the Chief of Police in writing within seven (7) calendar days from the date that the employee receives the evaluation.
 - b) The Chief of Police shall render a written decision to the affected employee within seven (7) calendar days of the date the appeal was received by the Chief of Police.
 - c) If the Chief of Police upholds the performance evaluation, the employee may submit such evaluation appeal to the City Manager. Such appeal must be filed within seven (7) calendar days of the date the Chief of Police rendered or should have rendered a written

decision.

- d) The City Manager shall render a written decision to the affected employee within seven (7) calendar days of the date the employee filed the appeal with the City manager.
- e) If the appeal remains unresolved, the employee or his/her representative may file the appeal to the civil service commission. The commission shall hear the appeal at their next regular scheduled civil service meeting. The City of La Porte and the affected employee or his/her representative may present witnesses, evidence and other relevant information to the civil service commission. The civil service commission shall render a decision as to the validity of the performance evaluation and such decision shall be final and binding upon all parties.
- f) The time limitations described herein may be waived by mutual agreement in writing by the City of La Porte and the affected employee.
- g) It is the intent of all parties subject to this agreement that any aforementioned evaluation appeal be resolved at the lowest level possible.

10. Employees who have reached the last step of the wage scale and who have received a "satisfactory" performance evaluation of 3 or above shall be paid a lump sum of one thousand dollars (\$1,000.00) each year on the anniversary of appointment to their current rank. Employees who have reached the last step of the wage scale and who have received an "exceptional" evaluation (above a 4), shall be paid an additional one thousand dollar (\$1,000) bonus, for a total lump sum payment of two thousand dollars (\$2,000), on the anniversary of appointment to their current rank. As is the case with other exceptional employees receiving additional performance based wage step incentives, the additional bonus provided to employees who have already reached the last step of the wage scale will be available to the employees a maximum of once every other year.

11. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. This

Article specifically pre-empts Sections 143.041(b) of the Texas Local Government Code.

12. The City and the Association agree that all provisions of the City of La Porte Emergency Pay Policy, as adopted by the La Porte City Council on July 23, 2012, shall apply to all officers covered under this Agreement.

Article IV

Incentive Pay

1. The City shall pay each employee holding a Masters Certificate granted by TCLEOSE the sum of \$150.00 per month. The City shall pay each employee holding an Advanced Certificate granted by TCLEOSE the sum of \$125.00 per month. The City shall pay each employee holding an Intermediate certificate granted by TCLEOSE the sum of \$100.00 per month.
2. The City shall pay each employee holding a Master's Degree obtained from an accredited university the sum of \$150.00 per month. The City shall pay each employee holding a Bachelor's Degree obtained from an accredited university the sum of \$125.00 per month. The City shall pay each employee holding an Associate Degree obtained from an accredited university the sum of \$100.00 per month.
3. In an effort to encourage Police Officers to continue their college education, effective with the signing of this agreement, Police Officers are entitled to receive both certificate and educational incentive pay, up to a maximum of three hundred (\$300.00) per month. Employees shall not be permitted to earn monthly incentive pay for more than one TCOLE certificate and/or for more than one college degree.
4. To ensure that records are accurate and incentive pay is issued in a timely manner, Police Officers are solely responsible for reporting and providing proper documentation to the Chief of Police or his/her designee to show that the Police Officer has completed training and/or education outside the Department. Police Officers are not entitled to retroactive incentive pay. Incentive pay shall begin at the beginning of the next pay period after the date on which the Police Officer provides proof of certification and/or receipt of a college degree in accordance with this Article.
5. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. Specifically, this Article pre-empts Section 143.044(b)

and (c).

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- 1.** In order to be eligible for voluntary transfer into a coveted position, as that term is defined in this Agreement, within the Police Department, all Officers hired after 13 July 2009 must have completed a minimum of 20 college hours from an accredited college or university.

- 2.** Except as provided in Section 3 below, in order to be eligible to participate in promotional examinations for Sergeant or Lieutenant, Officers must have completed a minimum of 60 college hours from an accredited college or university or have a combination of a minimum of 20 college hours from an accredited college or university and 40 TCOLE training credits calculated at the rate of 20 training hours equal to 1 training credit, for a total of 60 hours.

- 3.** The 60 hour college requirement established in Section 2 above shall be waived for officers wishing to take the promotional examination for Sergeant if the officer is able to provide appropriate evidence, namely a federal form 00214, showing that they honorably served four (4) or more full years in one or more branches of the U.S. military.

- 4.** To the extent that any of these provisions differ from Chapter 143 of the

Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. Specifically, this Article pre-empts Section 143.028(b), and 143.031.

Article VI

Promotion to the Ranks of Sergeant and Lieutenant

- 1) With the exception of the below provisions, promotions to the rank of Sergeant and Lieutenant shall be in accordance with applicable Civil Service Law as established in Texas Local Government Code Chapter 143. Each promotional candidate from the police department who receives a grade of at least 70 points on a promotional examination will be considered as having passed the examination.
- 2) Seniority points will only be added to the promotional candidate's score if the applicant scores 70 or more points on the written examination. Candidates eligible to receive seniority points will have 1 seniority point added to their test score for every full year they have served in their current classification (grade), up to a maximum of 10 seniority points. For example, Sergeants who take, and pass, the Lieutenant promotional exam will only receive seniority points for each full year they have served as a sergeant. Cut off for seniority point calculations will be the date of the candidate's written examination.
- 3) In order to be eligible to take the Sergeant's test, officers and/or detectives must have served with the La Porte Police Department at least four (4) continuous years as a commissioned peace officer preceding the date of such promotional examination.
- 4) In addition to any seniority points a promotional candidate is eligible to receive, promotional candidates who successfully pass a Sergeant or Lieutenant promotional examination and who have participated in the La Porte Police Department's Leadership Mentoring Program for at least six (6) full months prior to the date of the promotional examination, shall have an additional 2.5 points added to their written exam score.

- 5) Police Officers promoted to Sergeant and Lieutenant must serve a probationary period within the new classification. The probationary period

is completed following six (6) months of continuous service in the new classification. Should a police officer fail to successfully complete their probationary period, they shall be returned to the rank they held immediately prior to the promotion.

6) In accordance with applicable Civil Service Law as established in Texas Local Government Code Chapter 143, Section 143.035, an alternative promotional testing system may be used. The City and the Association agree that an alternative promotional testing system will only be used if it is

(1) proposed by the Chief prior to a promotional test notification from the City AND (2) accepted by a majority of the candidates for promotion who submit the required letter of interest in participating in the promotional process. This process must be repeated with each promotional test the City intends to administer and shall not carry over from one promotional test to the other. If an Assessment Center is selected as part of the alternative testing system, it shall be administered following the below procedures:

A) Positions in the rank of Sergeants and Lieutenants shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Agreement.

B) Officers who pass the Sergeant's or Lieutenant's written promotional examination with a score of seventy percent (70%) or higher will proceed to the next step of the examination process, which is an Assessment Center.

C) The score for the Written Examination and the Assessment Center shall be between 0 and 100 points each. As such, after the Assessment Center scoring has been completed for the rank of Sergeant and/or Lieutenant, the eligibility list shall be calculated as follows:

- | | |
|-----------------------------|----------------|
| 1. Written examination | 0- 100 points |
| 2. Assessment Center | 0- 100 points |
| 3. Seniority Points | 2 - 10 points |
| 4. LMP Participation Points | 0 - 2.5 points |

D) Prior to the written test being administered, the Human Resources

Department will generate a list of potential assessment center consultants. The Chief shall then appoint two (2) members to serve on an Assessment Center Review Committee (ACRC). The ASSOCIATION shall also select two (2) individuals to serve on the ACRC. ACRC members must not be officers who are participating in any of the current year's promotional examinations. Consulting with the Chief and other supervisors/managers of the department, ACRC members shall establish assessment criteria based on job content and responsibility. Once assessment criteria have been established, the ACRC shall meet to consider the list of consultants provided by the Human Resources Department and select the Assessment Center Consultant from the list (which may be subject to City purchasing policies and procedures).

E) After the Assessment Center Consultant has been selected, the Consultant will orient the ACRC. The Consultant will collectively confer with both the Chief and the ACRC on the needs or issues affecting the design of the Assessment Center. Any input from the ASSOCIATION will be summarized by the ACRC and made available to anyone who requests it. The Consultant shall make all final decisions concerning the design and implementation of the Assessment Center.

F) The Consultant designs the Assessment Center and also selects the assessors; however, all assessors must meet the following criteria:

1. Active duty or retired, sworn officers of similar rank to the one being assessed for promotion, or above, from cities with a population of 25,000 or greater;
2. Shall not reside in La Porte or any city contiguous to La Porte;
3. Shall not be related, by blood or marriage, to any candidates for

promotion;

4. Shall not personally know or be an acquaintance of any candidate for promotion;
5. Shall have two (2) years of experience in the promoted or equivalent rank; and

6. Shall not be a current or former employee of the City of La Porte.
-
- G) The assessors selected by the Consultant will assess the candidates for the rank. The assessors shall award up to one hundred (100) points to each candidate participating in the assessment center. The assessment sessions may be recorded, and candidates may review their own session by making an appointment with the Human Resources Department during normal business hours. Examination reviews will be conducted on the officer's off-duty time and copies of the videotapes will not be distributed. Except for specific violations of any of the aforementioned criteria, or as provided by law, assessment center scores shall be deemed final and are not subject to appeal.

Article VII

Physic al Fitness

1. Officers hired after 13 July 2009, shall be required to pass an annual physical fitness assessment in order to be eligible for voluntary transfer to a coveted position, as defined in this Agreement, or to participate in promotional exams. The physical fitness assessment will be the same as the assessment required by the City of La Porte Civil Service Rule for Police applicants.
2. All Police Officers employed by the La Porte Police Department are encouraged to voluntarily participate in a quarterly physical fitness assessment. The physical fitness assessment will be the same as the assessment required by the City of La Porte Civil Service Rule for police applicants. Employees may, at their option, instead choose to voluntarily participate in the general City-employee wellness program.
3. Employees participating in Police Department's physical fitness program or the City's general employee wellness program shall not be paid for time spent preparing for assessments, personal conditioning, or engaging in any work-out related activities. When on-duty, police officers will, however, be allowed to participate in quarterly assessments during their work hours. Under no circumstances will participating Police Officers be eligible to simultaneously receive the cash bonus under both the general City- employee wellness program and the Police Department's physical fitness program.
4. All Police Officers who pass the physical fitness assessment will be authorized to wear a special "physical fitness award ribbon" on their uniform and will receive a physical fitness cash bonus of \$250.00 for each quarterly physical fitness assessment successfully passed to be paid at the end of the calendar year. At no time shall such fitness bonus exceed \$1000.00 annually.

5. To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, this Article supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code. Specifically, this Article pre-empts Section 143.044(d).

Article VIII

Compensatory Time

1. All sworn Police Officers shall be eligible to accumulate and accrue compensatory time at a rate of time and one-half the hours actually worked, up to a maximum of 40 hours. All compensatory time provisions of the Fair Labor Standards Act shall be adhered to by the City of La Porte and the Police Officers covered under this agreement.
2. As with other forms of leave, compensatory time may be accrued and taken only after the employee submits a written request and receives approval by his or her immediate supervisor. Compensatory time off shall be granted at the sole discretion of the Department, and will not be granted if overtime is required to achieve minimum staffing levels. The City may opt to pay employees for accrued compensatory time at any time.

Article IX

Association Leave

1. Except as provided for under Section 2 below, during the term of this Agreement, each year on or before December 31 the City shall assess from each Association member two (2) hours of accrued vacation leave time to be placed in an Association business leave pool. Association members, with the approval of the Association Board of Directors, shall be allowed to debit the pool during the calendar year when attending to Association related business, including, but not limited to, time spent representing the Association at meetings or events; representing members at disciplinary hearings, grievances or on other job-related matters; attending seminars or training programs; and attending to business associated with the "meet and confer" process.
2. Any Association member shall have the option to opt out of participating in the Association Leave Pool and avoid the aforementioned vacation leave assessment by notifying the Human Resources Department prior to January 1st of any applicable year, during the term of this Agreement. Such notice shall be in writing and the Human Resources Department shall thereafter send a copy of it said notice to the Association within thirty (30) days. Should any officer willingly and voluntarily give or provide additional minutes of credited leave time to the pool, he/she may do so by delivering by proving written notice to the Human Resources Department, who then will furnish a copy of same to the Association within thirty (30) days. The Human Resources Department shall provide the Association with a statement as to the leave balance in this pool every ninety (90) days.
3. The Association shall request Association Leave off for eligible members at least forty-eight (48) hours in advance, by delivering written notice to the Chief. Association Leave shall be viewed the same as requests for regular vacation and will be subject to supervisory approval, with staffing and other considerations taken into account. As with all other forms of leave, if the Chief of Police deems it necessary, he/she may order Association

members on Association Leave to immediately report back to work.

- 4 The pool shall be cumulative during the term of this Agreement. The City is only required to make an individual assessment from Association members who have at least two (2) hours of accrued vacation time at the time the City makes the assessment.
- 5 The Chief will consider requests for additional time off without pay to attend to other Association business. Any such request shall be in writing and delivered to the Chief at least forty-eight (48) hours in advance of the requested leave.

Article X

Grievance Procedure

- 1) The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. A grievance involving the interpretation, application or enforcement of a specific clause of this agreement by one or more employees shall be brought to the attention of the Association Grievance Committee in writing within fifteen (15) calendar days of when the employee knew or should have known of the occurrence or occurrences that gave rise to the grievance. The Association may bring a grievance that is an on-going practice by the City which affects the bargaining unit as a whole "Class Action" within fifteen (15) calendar days of when the Association knew or should have known of the grievance.

Within fifteen (15) calendar days of the receipt of the grievance, the grievance committee shall determine if a valid grievance exists. If, in the opinion of the Association Grievance Committee, no grievance exists or the Association denies the grievance, the Association Grievance Committee shall notify the employee. If the Association Grievance Committee accepts the grievance, the Association shall, within seven (7) calendar days of accepting the grievance, present written notice of the grievance to the Chief of Police.

- 2) The Chief of Police shall render a written decision to the Association Grievance Committee within seven (7) calendar days of the date the Association Grievance Committee filed such grievance with the Chief of Police.
- 3) If the grievance remains unresolved, the Association Grievance Committee or its representative may submit said grievance to the office

of the City Manager. Said grievance, if submitted, must be filed within seven (7)

calendar days of the date the Chief of Police rendered or should have rendered a written decision.

- 4) The City Manager shall render a written decision within seven (7) calendar days of the date the Association Grievance Committee filed said grievance with the City Manager.
- 5) If the grievance remains unresolved, the Association Grievance Committee or its representative may request that the grievance be submitted for grievance mediation through an independent third-party such as the Federal Mediation and Conciliation Services (FMCS). The parties hereto agree that any fees and expenses associated with mediation shall be shared equally by the submitting Police Officer and by the City. The costs of a witness are paid by the party who calls the witness. The costs of an attorney are paid by the party that retains the attorney's services.
- 6) If the grievance remains unresolved following mediation, the Association Grievance Committee or its representatives may request that the grievance be submitted to arbitration, said request must be submitted in writing to the office of the City manager within seven (7) calendar days from the date an official impasse is declared relating to mediation.
- 7) Either party may request the Federal Mediation and Conciliation Services (FMCS) or American Arbitration Association (AAA) to provide a list of arbitrators in accordance with its selection rules. Either party shall have the right to reject the list submitted by FMCS or AAA. In that event, the FMCS or AAA will be requested to submit another list. The Parties shall select an arbitrator from the list. The parties, by mutual agreement, may select to use AAA expedited rules.
 - A) The powers of the arbitrator shall be limited as follows:
 - 1) He shall have no power to add, to subtract from, or modify any of the terms of this agreement.

- 2) The arbitrator shall deal only with the grievances that occasioned the arbitrator's appointment.
 - 3) The decision of the arbitrator, if within the scope of the arbitrator's authority, shall be final and binding upon the **parties.**
 - 4) The arbitrator shall be empowered to determine whether an issue is subject to arbitration pursuant to this agreement.
- 8) The parties hereto agree that the Arbitrator's fees and expenses are shared equally by the appealing Police Officer and by the City. The costs of a witness are paid by the party who calls the witness. The costs of an attorney are paid by the party that retains the attorney's services.
- 9) A grievance not filed within any of the time limitations specified herein shall not be considered timely and shall be void. The time limitations described herein may be waived by mutual agreement in writing by the Association Grievance Committee and the appropriate management official.

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- 1) The provisions covered under this agreement will be effective upon ratification by the La Porte Police Officers' Association and approval by the La Porte City Council, in accordance with Chapter 142 of the Texas Local Government Code. This Agreement shall expire at midnight September 30, 2021. In the event that a new Agreement has not been reached by that date, the parties may mutually agree to extend this Agreement.

- 2) The City of La Porte and the La Porte Police Officers' Association shall begin the "meet and confer" process no later than May 1, 2018, unless the parties mutually agree in writing to defer the start of the process to a later date.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017
Requested By: Don Pennell
Department: Public Works
Report: Resolution: Ordinance:
Other: _____

Appropriation

Source of Funds: Utility CIP 003
Account Number: 003-7087-53201100
Amount Budgeted: \$126,800
Amount Requested: \$105,050
Budgeted Item: YES NO

Attachments :

- 1. Bid Tabulation**
- 2. Access Report**
- 3. Notification Report**
- 4. Engineer's Recommendation**

SUMMARY & RECOMMENDATIONS

Bid #17023 Digester Aeration System Modification for Little Cedar Bayou Wastewater Treatment Plant was advertised in the Bay Area Observer, posted on Public Purchase and the City's website. 84 vendors were notified and bid packages were accessed by 20 vendors. One bid was received and opened on August 1, 2017 from 3C Constructors, LLC in the amount of \$95,500.00 including alternate bid item replacement of 4 valves. The valves are over 15 years old and used daily for basin isolation and maintenance.

This is a rebid for this project. The previous lone bid for Bid #17019 from C3 Constructors was rejected on July 10, 2017. The scope of work was modified and the current bid is within budget and the references of 3C Constructors have been verified.

Benefits

The project will improve design and allow for more efficient operation of the Wastewater Plant aeration system.

Liabilities

Sludge can enter and harm the blowers and aeration system without the piping modifications.

Operating Cost

Reduced maintenance cost for valves.

Action Required of Council:

Consider approval or other action to award bid to C3 Constructors, LLC for Bid #17023 Digester Aeration System Modification for Little Cedar Bayou Wastewater Treatment Plant, and authorize the City Manager to enter into a construction contract in the amount of \$95,500.00 with a contingency amount of \$9550.00.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

BID FORM
**BID 17023-Digester Aeration System Modification for Little Cedar Bayou
Wastewater Treatment Plant Re-bid**

DATE: August 1, 2017

Bid of C3 Constructors LLC an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of _____, for a Digester Aeration System Modification for Little Cedar Bayou Wastewater Treatment Plant, for the City of La Porte, Harris County, Texas.

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

TOTAL BASE BID \$ 86,000.00

Written Eighty Six Thousand Dollars

TOTAL ALT BID \$ 9,500.00

Written Nine Thousand Dollars

It is understood and agreed that the work shall be complete in full within 120 calendar days after the date on which work is to be commenced as established by the Contract Documents.

It is agreed that the contract price may be increased or decreased to cover work added or deleted by order of the Engineer, in accordance with the provisions of the General Conditions of Agreement.

The award may be made on the Base Bid alone or the Base Bid and any or all of the Items listed under Alternates or Substitutions, if any.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for sixty (60) days following date of bid opening.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

It is understood that the Owner reserves the right to reject any and all bids.

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final

Date August 1, 2017

Signed Chris Wade

By Chris Wade - President
(Title)

Company C3 Constructors LLC

502 W. Montgomery # 515 Willis, TX 77305
(Address)

936 223 2610
(Telephone Number)

chris@c3constructors.com
(Email Address)

Chris Wade
(Witness)

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. 1 _____

Date Received 7/25/17 _____

ITEM	DESCRIPTION OF ITEM WITH BID PRICE WRITTEN IN WORDS	AMOUNT BID
------	--	------------

BASE BID:

1. The furnishing of labor, equipment and materials necessary for the installation of the piping modifications as shown on the drawings for the four existing aerobic digesters, to include all necessary pipe supports, and appurtenances, complete and in place, as herein specified for:

Seventy One Thousand Dollars
 and zero Cents
 Per Lump Sum \$ 71,000.00

2. The furnishing of labor, equipment and materials necessary for the exterior coating of the new and modified air piping at the four existing aerobic digesters, to include the removal and disposal of existing coatings, as herein specified for:

Thirteen Thousand Dollars
 and zero Cents
 Per Lump Sum \$ 13,000.00

3. The furnishing of labor, equipment and materials necessary for the site cleanup and restoration, complete and in place for:

Two Thousand Dollars
 and zero Cents
 Per Lump Sum \$ 2,000.00

TOTAL AMOUNT BID: \$ 86,000.00

ALTERNATE BID ITEM:

4. The furnishing of labor, equipment and materials necessary for the replacement / installation of (4) 10" butterfly valves, complete and in place for:

Nine Thousand Five Hundred Dollars
 and zero Cents
 Per Lump Sum \$ 9,500.00

TOTAL ALTERNATE BID ITEM: \$ 9,500.00

**CITY OF LA PORTE
RESPONDENT AFFIDAVIT**

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: C3 Constructors LLC
Address: 502 W. Montgomery #515
Willis, TX 77378
Printed Name: Chris Wade
Authorized Signature: 
Date: 8/1/12

**CITY OF LA PORTE
CERTIFICATION OF RESPONDENT**

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

 X The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

 The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

(Initial one of the above)

Business Name: C3 Constructors LLC

Address: 502 W. Montgomery #515
 Willis, TX 77378

Printed Name: Chris Wade

Authorized Signature: 

Date: 8/1/17

CITY OF LA PORTE
INDEMNITY HOLD HARMLESS AGREEMENT

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

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

Business Name: C3 Constructors LLC

Address: 502 W. Montgomery #515
Willis, TX 77378

Printed Name: Chris Wade

Authorized Signature: 

Date: 8/1/17

CITY OF LA PORTE
PROTECTION OF RESIDENT WORKERS COMPLIANCE

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

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Business Name: C3 Constructors LLC

Address: 502 W. Montgomery #515
Willis, TX 77378

Printed Name: Chris Wade

Authorized Signature: 

Date: 8/1/17

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

C3 Constructors LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

No Conflict

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

8/1/17
Date

References:

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided within the last five (5) years, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar events.

At least 2 of the 4 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
<u>See attached resumes and references</u>				

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail



References:

Chris Munson – Ardurra Group - 504 250 5826

Erik Miller – Sander Engineering – Sr Project Manager – 713 784 4830

Paul Anderson – EHRA – Project Manager – 713 784 4500

Donnie Morrison – SJRA – Project Manager – 936 828 3851

Jason Carlisle – SJRA – Project Manager – 936 588 7151

Glenn Davis – City of Houston – Sr Project Manager – 832 395 2398

Jim Highsmith – Kiewit/TIC/Western Summit – Sr Estimator – 713 819 0008

Sanford Stokes – Kiewit/TIC/Western Summit – Business Development – 404 849 5291

Thank You,

Chris Wade
President



Projects Completed:

Project: Raw Water Intake Bypass Piping

Owner: SJRA

Value: \$95,000

Engineer: Freese & Nichols

Description: Install 24" bypass piping and valves (supplied by Cohen Industrial Supply) inside the new raw water intake pump station on Lake Conroe allowing SJRA to adjust flow intake to the plant.

Completion Date: October 2016

Project: Bar Screen Addition

Owner: City of Pearland

Value: \$346,000

Engineer: Ardurra Group

Description: Provide and install new bar screen (supplied by Huber through EI2). Demo existing solids conveyor and replace with new conveyor adapted to both new bar screen and existing bar screen.

Completion Date: February 2017

Project: WWTP Splitter Box Replacement & Misc Improvements

Owner: Jackrabbit Public Utility District

Value: \$366,175

Engineer: Sander Engineering

Description: Bypass existing influent splitter box and replace in kind with new fabricated splitter box with 100% solids coatings. Rehabilitate 3ea existing chlorine contact chambers in existing concrete plant with new air drops and 100% solids coatings (DuraPlate 6100 by Sherwin Williams, applied by Rustbusters Inc). Replace 223 air drops and diffusers in existing digester basin. Replace existing airbridge with new fabricated air bridge and air drops. Other misc repairs throughout the facility.

Completion Date : June 2017



Current Projects:

Project: WWTP Non-Potable Water System Expansion

Owner: Langham Creek Utility District

Value: \$377,000

Engineer: Jones & Carter

Description: Supply and install new non potable water pump skid (Supplied by Pump Solutions Inc).
Install new non potable water piping throughout existing plant.

Completion Date: September 2017

Project: WWTP Rehabilitation

Owner: Harris County MUD 412

Value: \$280,641

Engineer: Brown & Gay

Description: Repairing and replacing existing air drops, decant piping, and airlifts in existing WWTP and recoat the plant.

Completion Date: January 2018

Project: Chemical Containment Area Coating

Owner: City of Pearland

Value: \$198,000

Engineer: Ardurra Group

Description: Replace existing 6000 gallon chemical storage tanks and coat the chemical storage area with specialty coating.

Completion Date: September 2017



Project: Burton Creek WWTP Improvements

Owner: City of Bryan

Value: \$545,000

Engineer: CDM Smith (Austin office)

Description: Replacing existing owner supplied slide gates, replacing existing mechanical bar screen with new, installing new dumpster conveyor system.

Completion Date: February 2018

Project: CWA South Canal Transfer Pump Station Rehab & Improvements

Owner: San Jacinto River Authority

Value: \$980,000

Engineer: Brown & Gay

Description: Rehabilitation of existing submersible transfer pumps, installation of new miscellaneous metals, silt removal, and coatings work at existing transfer pump station.

Completion Date: June 2018

Project: Liberty Blower Installation

Owner: City of Liberty

Value: \$65,500

Engineer: Schaumberg & Polk

Description: Install two owner supplied blowers at city wastewater treatment plant

Completion Date: November 2017

Project: Headworks Conveyor Replacement

Owner: Jackrabbit Utility District

Value: \$193,000

Engineer: Sander Engineering

Description: Replace existing headworks conveyor with new model.

Completion Date: February 2018



Constructors

Bonding Reference:

CHS Surety

25025 I45 North Freeway, Suite 525

The Woodlands, Texas 77380

Scott Chapman

832 482 4731

scott.chapman@chsinc.com

**502 W. Montgomery #515
Willis Texas 77378**

BID BOND

KNOW ALL BY THESE PRESENTS, That we, C3 Constructors, LLC

of Willis, Texas

(hereinafter called the Principal), as Principal, and

Ironshore Indemnity, Inc. (hereinafter called the Surety),

as Surety, are held and firmly bound unto City of La Porte

(hereinafter called the Obligee) in the penal sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% G.A.B.)
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for
Digester Aeration System Modifications for Little Cedar Bayou Wastewater, Job No. 17019

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 1st day of August, 2017.

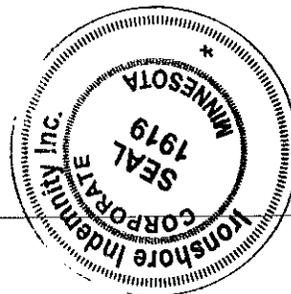
C3 Constructors, LLC
Principal

[Signature]
Witness

By: [Signature] President
Title

Ironshore Indemnity, Inc.

By [Signature]
Scott D. Chapman, Attorney-in-Fact



POWER OF ATTORNEY

III-

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Scott D. Chapman, Misty Witt, Rosalyn Hassell, Elaine Lewis, Keith M. Illa, Timothy James Maley, Cheryl R. Colson its true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.



By: 
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY: 
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 1st Day of August, 20 17




Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact **Ironshore Indemnity, Inc.** for information or to make a complaint at:

**Ironshore Indemnity, Inc.
Attn: Claims Dept.
256 Jackson Meadows Drive, Suite 201
Hermitage, TN 37076
(615) 250-3040**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverage, rights or complaints at:

**Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
(800) 252-3439**

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Access Report
Agency
Bid Number
Bid Title

City of La Porte (TX)
17023

Digester Aeration System Modification For Little Cedar Bayou Wastewater Treatment
Plant Re- Bid

Vendor Name	Accessed First Time	Documents
Hearn Company	2017-07-13 01:34 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Pepper Lawson Waterworks, LLC	2017-07-13 08:41 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Onvia	2017-07-13 01:01 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
C3 Constructors LLC	2017-07-19 10:50 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Dodge Data & Analytics	2017-07-14 04:12 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
BidClerk	2017-07-14 01:07 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Perkens WS Corporation	2017-07-18 01:26 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Sam Anderson Pvt Ltd	2017-07-13 09:17 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Durba Construction	2017-07-25 12:26 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
North America Procurement Council	2017-07-14 03:37 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
J.T.B. Services Inc	2017-07-13 08:40 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Grand Cayon Minority Contractors Association and i	2017-07-14 11:24 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
The Blue Book Building & Construction Network	2017-07-13 11:02 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
SEMS, Inc.	2017-07-14 01:26 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
U.S. Underwater Service, LLC	2017-07-20 04:01 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
SO	2017-07-13 05:46 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
HENECO ENGINEERING AND CONSULTING	2017-07-27 03:10 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
F&L Coatings and Concrete, LLC	2017-07-13 02:03 PM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Deggs Service Enterprise, Inc.	2017-07-24 09:11 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R
Advanced Starlight International	2017-07-17 06:58 AM CDT	Bid 17023 Digester Aeration System Modification for Little Cedar Bayou WWTP R

Notifications Report

Agency

Bid Number

Bid Title

City of La Porte

17023

Digester Aeration System Modification for Little Cedar Bayou WWTP Re-Bid

Vendor Name	Invitation	Date	Email	Reason
AAA Flexible Pipe Cleaning Co	Classification	2017-07-13 07:38:22	info@aaaflexpipe.com	Bid Notification
Advanced Facility Maintenance	Classification	2017-07-13 07:38:22	joe.ricondo1@us.army.mil	Bid Notification
Advanced Starlight International	Self Invited	2017-07-25 11:22:00	watsonadvancedstarlight@outl	Bid Notification
All Points Inspection Services,	Classification	2017-07-13 07:38:22	austin@apisgroup2.com	Bid Notification
Alta One, LLC	Classification	2017-07-13 07:38:22	info@altaoneusa.com	Bid Notification
American Multitech Resources,	Classification	2017-07-13 07:38:22	smassy@yahoo.com	Bid Notification
ANA-LAB CORPORATION	Classification	2017-07-13 07:38:22	dana@ana-lab.com	Bid Notification
Anderson Pollution Control, Inc	Classification	2017-07-13 07:38:22	davian.ploger@apc-env.com	Bid Notification
AZTEC Engineering Group	Classification	2017-07-13 07:38:22	RFP-Q@aztec.us	Bid Notification
Bartholow Rental Company	Classification	2017-07-13 07:38:22	dstewart@barcopump.com	Bid Notification
Baukus Electric	Classification	2017-07-13 07:38:22	baukuselectric@yahoo.com	Bid Notification
Bi-State Rubber Inc.	Classification	2017-07-13 07:38:22	bhemeway@bistaterubber.co	Bid Notification
Boo's Pump Rentals, Inc.	Classification	2017-07-13 07:38:22	nelsonb63@comcast.net	Bid Notification
Boyer, Inc.	Classification	2017-07-13 07:38:22	wguerra@boyerinc.com	Bid Notification
Brenntag Southwest, Inc.	Classification	2017-07-13 07:38:22	gtollefsen@brenntag.com	Bid Notification
C3 Constructors LLC	Self Invited	2017-07-25 11:22:00	chris@c3constructors.com	Bid Notification
CAPP USA INC	Classification	2017-07-13 07:38:22	LCIANTO@CAPPUSA.COM	Bid Notification
CDC News	Classification	2017-07-13 07:38:22	ddavila@cdcnews.com	Bid Notification
CDM Smith	Classification	2017-07-13 07:38:22	batsonam@cdmsmith.com	Bid Notification
Crescent Engineering Co Inc	Classification	2017-07-13 07:38:22	crescentelectric@comcast.net	Bid Notification
CrowderGulf	Classification	2017-07-13 07:38:22	jramsay@crowdergulf.com	Bid Notification
CSI Consolidated LLC dba Cle	Classification	2017-08-01 06:48:58	dgroce@aimscpanies.com	Bid Notification
D Davila	Classification	2017-07-13 07:38:22	lhighland@cdcnews.com	Bid Notification
Deggs Service Enterprise, Inc.	Self Invited	2017-07-25 11:22:00	stevenrossjr@aol.com	Bid Notification
Dodge Data & Analytics	Self Invited	2017-07-25 11:22:00	dodge.docs@construction.com	Bid Notification
DRC Emergency Services	Classification	2017-07-13 07:38:22	lgarcia@drcusa.com	Bid Notification
DXI Industries, Inc.	Classification	2017-07-13 07:38:22	jbakk@dxgroup.com	Bid Notification
DXP ENTERPRISES	Classification	2017-07-13 07:38:22	SSABIN@DXPE.COM	Bid Notification
FISCO	Classification	2017-07-13 07:38:22	gdillon6@gmail.com	Bid Notification
F&L Coatings and Concrete, LI	Classification	2017-07-13 07:38:22	monique@flcoatings.com	Bid Notification
GC3 Specialty Chemicals, Inc.	Classification	2017-07-13 07:38:22	Elisa@gc3.com	Bid Notification
GPM Pump and Seal	Classification	2017-07-13 07:38:22	jhboult@gmpumpandseal.con	Bid Notification

Grand Cayon Minority Contract Self Invited		2017-07-25 11:22:00	content@constructconnect.com	Bid Notification
Griffin Pump & Eqpt., Inc	Classification	2017-07-13 07:38:22	jeffw@griffinpump.com	Bid Notification
GULF STATES PROTECTIVE	Classification	2017-07-13 07:38:22	gspci2@sbcglobal.net	Bid Notification
Gunda Corporation	Classification	2017-07-13 07:38:22	jbrown@gundacorp.com	Bid Notification
GW Phillips Construction, INC.	Classification	2017-07-13 07:38:22	estimating@gwphillipsconstruc	Bid Notification
Hartwell Environmental Corpor	Classification	2017-07-13 07:38:22	mdavis@hartwellenv.com	Bid Notification
HDR Engineering, Inc.	Classification	2017-07-13 07:38:22	tanya.lockett@hdrinc.com	Bid Notification
Hearn Company	Self Invited	2017-07-25 11:22:00	jeannette@virtualbx.com	Bid Notification
IMS	Classification	2017-07-13 07:38:22	ccollins@imsinfo.com	Bid Notification
IPR South Central LLC	Classification	2017-07-13 07:38:22	lscott@teamipr.com	Bid Notification
ISC Global Services, Inc.	Classification	2017-07-13 07:38:22	robin@iscgsi.com	Bid Notification
J.T.B. Services Inc	Classification	2017-07-13 07:38:22	bnbulgier@jtbsservices.com	Bid Notification
K2 Services, LLC	Classification	2017-07-13 07:38:22	sales@k2svc.com	Bid Notification
KAP Technologies, Inc.	Classification	2017-07-13 07:38:22	mbellows@kaptechlabs.com	Bid Notification
Kessler Painting	Classification	2017-07-13 07:38:22	kesslerpainting@yahoo.com	Bid Notification
LAYNE INLINER, LLC	Classification	2017-07-13 07:38:22	tommy.schulz@layne.com	Bid Notification
LJA Engineering, Inc.	Classification	2017-07-13 07:38:22	mlucio@ljaengineering.com	Bid Notification
Midwest Valley Consulting	Classification	2017-07-13 07:38:22	sayres628@gmail.com	Bid Notification
Monroe Pump Service Inc.	Classification	2017-07-13 07:38:22	cdove@motorcontrols.com	Bid Notification
National PowerRodding Corp.	Classification	2017-07-13 07:38:22	office@nationalpowerrodding.c	Bid Notification
North America Procurement Cc	Classification	2017-07-13 07:38:22	bids@napc.me	Bid Notification
OTHON, INC.	Classification	2017-07-13 07:38:22	mghali@othon.com	Bid Notification
Pencco, Inc.	Classification	2017-07-13 07:38:22	sarah@pencco.com	Bid Notification
Pepper Lawson Waterworks, L	Classification	2017-07-13 07:38:22	waterworks bids@pepperlawso	Bid Notification
Perkens WS Corporation	Self Invited	2017-07-25 11:22:00	kencorpway@gmail.com	Bid Notification
Pfeiffer & Son, Ltd.	Classification	2017-07-13 07:38:22	mike@pfeifferandson.com	Bid Notification
Polston Applied Technologies (Classification	2017-07-13 07:38:22	david@polstonprocesstx.com	Bid Notification
PVS Technologies, Inc.	Classification	2017-07-13 07:38:22	bids@pvschemicals.com	Bid Notification
QC Laboratoires, Inc.	Classification	2017-07-13 07:38:22	ddolat@qclabs.com	Bid Notification
RAC Industries, LLC	Classification	2017-07-13 07:38:22	bob@racpt.com	Bid Notification
R+B Group, Inc.	Classification	2017-07-13 07:38:22	damon@randbgroup.com	Bid Notification
Reliance Construction	Classification	2017-07-13 07:38:22	hsidhu44@yahoo.com	Bid Notification
R.H. Shackelford, Inc.	Classification	2017-07-13 07:38:22	vstigliano@rhsitx.com	Bid Notification
R J Construction Company, Inc	Classification	2017-07-13 07:38:22	rjconstcoinc@earthlink.net	Bid Notification
Royal Media Network Inc.	Classification	2017-07-13 07:38:22	lorence@royalimaging solutions	Bid Notification
Schaumburg & Polk, Inc.	Classification	2017-07-13 07:38:22	tbaker@spi-eng.com	Bid Notification
SEMS, Inc.	Self Invited	2017-07-25 11:22:00	hnaquin@semsinc.net	Bid Notification
SJ&J CONSTRUCTION, LLC	Classification	2017-07-13 07:38:22	sjjcons@hotmail.com	Bid Notification

Smith Pump Company, Inc.	Classification	2017-07-13 07:38:22	jeanr@smithpump.com	Bid Notification
Specialized Maintenance Servi	Classification	2017-07-13 07:38:22	delliott@specializedmaintenan	Bid Notification
Specialized Maintenance Servi	Classification	2017-07-13 07:38:22	jburdick@specializedmaintena	Bid Notification
Standard Cement Materials Inc	Classification	2017-07-13 07:38:22	gntamez@standardcement.cor	Bid Notification
Storm-Tex Services, LLC	Classification	2017-07-13 07:38:22	Brad@Storm-Tex.com	Bid Notification
Synagro	Classification	2017-07-13 07:38:22	kwright@synagro.com	Bid Notification
texas pride utilities, llc	Classification	2017-07-13 07:38:22	ultexaspride@yahoo.com	Bid Notification
Texas Underground, Inc.	Classification	2017-07-13 07:38:22	stan@pipehunter.com	Bid Notification
TLC Trucking & Contracting, In	Classification	2017-07-13 07:38:22	cgwyn@tlccon.net	Bid Notification
Trigon Associates, llc	Classification	2017-07-13 07:38:22	tgaspard@trigonassociates.cor	Bid Notification
Univar USA Inc.	Classification	2017-07-13 07:38:22	munteam@univarusa.com	Bid Notification
U.S. Underwater Service, LLC	Classification	2017-07-13 07:38:22	inlandsales@usunderwaterser	Bid Notification
Vistratic	Classification	2017-07-13 07:38:22	rgreen@vistratic.com	Bid Notification
Webber, LLC	Classification	2017-07-13 07:38:22	Todd.Jackson@wwebber.com	Bid Notification
Western Oilfields Supply Comp	Classification	2017-07-13 07:38:22	sales@rainforrent.com	Bid Notification



SANDER ENGINEERING CORPORATION

CONSULTING ENGINEERS - SURVEYORS
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM NO. F-517
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM NO. 10030300

2901 WILCREST, SUITE 550
HOUSTON, TEXAS 77042

DENNIS W. SANDER, P.E.
President

713-784-4830
FAX 713-784-4052

August 8, 2017

City of La Porte
604 W Fairmont Parkway
La Porte, Texas 77571

Attn: Ray Mayo
Assistant Public Works Director

Re: Bid #17023
Digester Aeration System Modification for Little Cedar Bayou WWTP
Re-Bid - Recommendation
C3 Constructors LLC – Only Bidder

15-057

Mr. Mayo:

As discussed, C3 Constructors LLC was the only bidder on the original bid and re-bid for the above referenced project. We have no reservations recommending the City award the project to them.

C3 Constructors was one of the contractors we contacted to make sure they were aware of this project. They were one of the contractors that came to mind for a relatively small unique project such as this project.

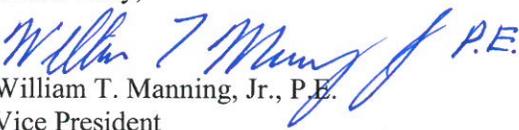
C3 has recently completed one project that we designed and are currently constructing a second project that we have designed. Both projects were bid and both are for a medium size wastewater treatment plant.

They have done good work for both projects.

We feel that they are fully qualified and have the ability to successfully complete this project for the City.

If you have any questions or need any additional information, please do not hesitate to contact me.

Yours Truly,


William T. Manning, Jr., P.E.
Vice President

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Requested By: Michael Dolby

Department: Finance

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: N/A

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

- 1. Notice of Public Hearing**
- 2. Presentation**
- 3. Health Plan Design**

SUMMARY & RECOMMENDATIONS

On July 24th, Council approved that a Public Hearing for the Fiscal Year 2017-2018 Proposed Budget be held on Monday, September 11, 2017, at the regularly scheduled Council meeting, which begins at 6:00 p.m.

The City Council held budget workshops on August 14 through August 15, 2017 to discuss proposed budgets for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

The following presentation summarizes the result of the workshops held with City Council. All changes made by Council were incorporated into the various budgets. Changes to the proposed budget include:

- General Fund Revenues
 - Increase Electrical Franchise Fees by \$257,645
 - Decrease Miscellaneous Revenue by \$150,000
- Fuel Budgets - \$11,816 increase overall
- Police Department
 - Additional officers – 2 Patrol Officers and 1 DOT Officer - \$324,859
 - Add additional funding for switching back to Chevy Tahoes - \$49,000
 - Software module due to legislative change - \$15,400
- Administration
 - Decrease legal consulting fees - \$15,000
 - Decrease Sector 23 remaining incentive for amount paid in current year – 8,553
- Golf Course – Increase credit card fees due to increased usage - \$6,000
- Parks & Recreation – Adjust seasonal earnings - \$54,089
- Grant funding added for the following:
 - CJD SB12 Rifle-Resistant Vest Grant – \$40,000
 - UASI Grant (EOC AV Improvements) adjust to actual amount - \$287
 - Utilization of Park Zone funding for Northwest Park Walking Path - \$25,000
 - Utilization of Park Zone funding for Dog Park Benches and Shade Structure - \$18,000
- La Porte Area Water Authority – LPAWA Valve Replacement - \$150,000
- Motor Pool Fund – Add Unit 53-77 to Replacement List - \$37,416

Action Required of Council:

Conduct the Public Hearing on the City's FY 2017-2018 Proposed Budget.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

PUBLIC NOTICES

To Place Legal and Public Notices: Email editor@bayareaobserver.com or Call 281-907-3140

NOTICE OF PUBLIC HEARING OF THE PLANNING AND ZONING COMMISSION ON SPECIAL CONDITIONAL USE PERMIT REQUEST # 17-91000003

Notice is hereby given that the La Porte Planning and Zoning Commission will conduct a public hearing at **6:00 P.M.** on the **21st day of September, 2017**, in the Council Chambers of the City Hall, 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte's Code of Ordinances, and the provisions of the Texas Local Government Code.

The purpose of the public hearing is to receive public input on Special Conditional Use Permit #17-91000003, requested by Alan Calaway, applicant; to allow for an Indoor Gun Range and Retail Space, to locate on a tract of land legally described as the northern 256' wide strip of Tract 1L, Johnson Hunter Survey, Abstract No. 35.

Following the public hearing, the Planning and Zoning Commission will act upon the public hearing item and conduct other matters pertaining to the Commission.

Citizens wishing to address the Commission pro or con during the public hearing are required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, City Secretary

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by City Council as a governmental body. In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodation for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

NOTICE OF PUBLIC HEARING OF THE PLANNING AND ZONING COMMISSION ON SPECIAL CONDITIONAL USE PERMIT REQUEST # 17-91000002

Notice is hereby given that the La Porte Planning and Zoning Commission will conduct a public hearing at **6:00 P.M.** on the **21st day of September, 2017**, in the Council Chambers of the City Hall, 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte's Code of Ordinances, and the provisions of the Texas Local Government Code.

The purpose of the public hearing is to receive public input on Special Conditional Use Permit (SCUP) #17-91000002, requested by Jeff Davis, applicant; on behalf of Port of Houston Authority of Harris County, Texas, owner; to amend the existing SCUP allowing for the hours of operation to be extended on a tract of land legally described as Reserve A, Block 1, Port of Houston Authority.

Following the public hearing, the Planning and Zoning Commission will act upon the public hearing item and conduct other matters pertaining to the Commission.

Citizens wishing to address the Commission pro or con during the public hearing are required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, City Secretary

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by City Council as a governmental body. In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodation for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

City of La Porte Solicitation: The City of La Porte Sealed Bid #17026– Pine Bluff Subdivision Improvements Project will be accepted until 2:00 p.m. on Tuesday, September 19, 2017 at the City Hall Information Desk located at 604 W. Fairmont Pkwy., La Porte, TX 77571. Solicitations will be opened and read immediately following the closing hour. For information to register and bid visit: www.publicpurchase.com. For questions, contact purchasing@laportetx.gov.

NOTICE OF PUBLIC HEARING OF THE PLANNING AND ZONING COMMISSION ON ZONE CHANGE REQUEST #17-92000003

Notice is hereby given that the La Porte Planning and Zoning Commission will conduct a public hearing at **6:00 P.M.** on the **21st day of September, 2017**, in the Council Chambers of City Hall, 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte Code of Ordinances and the provisions of the Texas Local Government Code.

The purpose of the hearing is to receive public input on Zone Change Request #17-92000003, a request by Jeff Presnal of Cypressbrook Management Company, LP, applicant, on behalf of Carrington F. Weems, owner. The request is for approval of a zone change from General Commercial (GC) to Planned Unit Development (PUD), on a 5.051 acre tract of land, legally described as Blocks 1143 and 1144, La Porte Subdivision.

Following the public hearing, the Planning and Zoning Commission will act upon the public hearing item and conduct other matters pertaining to the Commission.

Citizens wishing to address the Commission pro or con during the public hearing are required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, City Secretary

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by City Council as a governmental body. In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodation for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. For more information, please contact Patrice Fogarty, City Secretary, at (281) 470-5019.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of La Porte will hold a Public Hearing on the 11th day of September 2017, in the Council Chambers of the City Hall, 604 West Fairmont Parkway, La Porte, Texas, beginning at 6:00 P.M. The purpose of this hearing is to provide citizens the opportunity to comment on the overall budget.

This budget will raise more total property taxes than last year's budget by \$2,500,000.00, which is a 13.59 percent increase from last year's budget, and of that amount, \$692,737 is tax revenue to be raised from new property added to the tax roll this year.

The City of La Porte must, by Charter requirement, adopt its fiscal budget by September 30, 2017. Copies of the adopted budget will be available for public inspection and copying at the office of the City Secretary, City Hall, 604 West Fairmont Parkway, La Porte, Texas, during normal business hours. Copies will also be made available on the City's website.

CITY OF LA PORTE
Patrice Fogarty, TRMC, MMC
City Secretary

NOTICE OF A PUBLIC HEARING OF THE CITY OF MORGAN'S POINT CITY COUNCIL

SEPTEMBER 12, 2017 at 7:00 P.M.

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE CITY OF MORGAN'S POINT CITY COUNCIL, AT 7:00 P.M., TUESDAY, SEPTEMBER 12, 2017, IN THE COUNCIL CHAMBERS, MORGAN'S POINT CITY HALL, 1415 EAST MAIN STREET, MORGAN'S POINT, TEXAS.

The purpose of the hearing is to receive comments from interested citizens regarding disposal of certain equipment deemed surplus to the City's needs. A list of the equipment will be available at the City Hall beginning August 31, 2017.

Brian Schneider
City Administrator
City of Morgan's Point

Published August 31, 2017

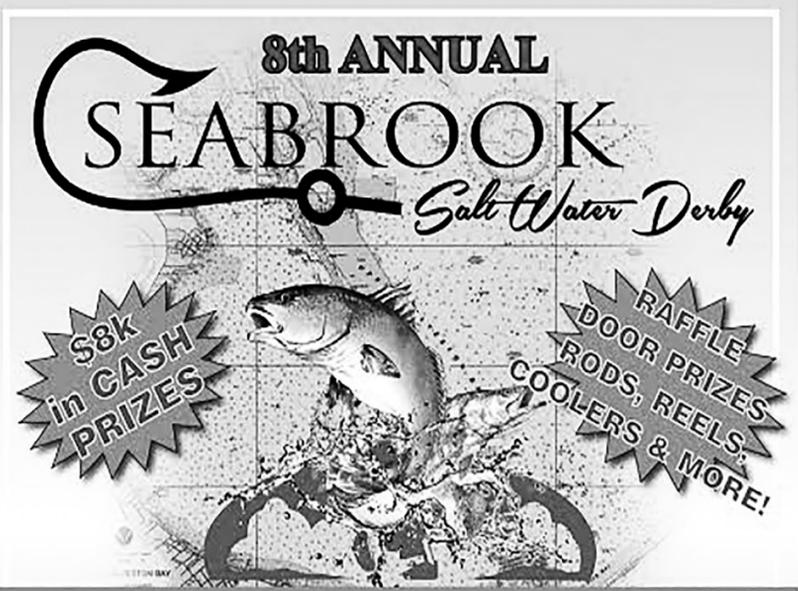


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The San Jacinto College District is committed to equal opportunity for all students, employees, and applicants without regard to race, creed, color, national origin, citizenship status, age, disability, pregnancy, religion, gender, sexual orientation, gender expression or identity, genetic information, marital status, or veteran status in accordance with applicable federal and state laws. The following College official has been designated to handle inquiries regarding the College's non-discrimination policies: Vice President of Human Resources, 4620 Fairmont Pkwy., Pasadena, TX 77504; 281-991-2659; Sandra.Ramirez@sjcd.edu.



Calcutta Thursday, Sept. 28th
TOURNAMENT-FRI. SEPT. 29th

GABD
Early Registration: \$90/person
(Ends Tues. Sep. 12th)
After Sept. 12th: \$100/person

ENTRY FEE INCLUDES:
T-SHIRT, KOOZIE, FOOD, & DRAFT BEER

Register Online and Sponsorship Info:
SEABROOKSALTWATERDERBY.COM



City of La Porte
FY 2017-18 Budget
Public Hearing

September 11, 2017



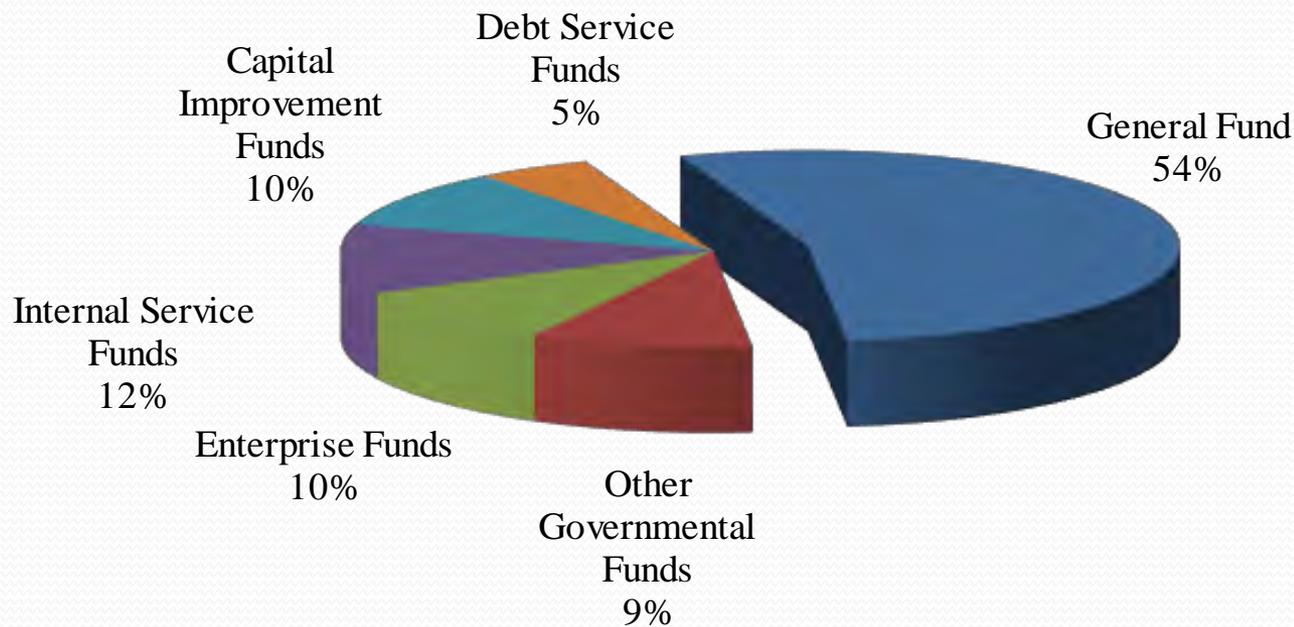


Changes from Published Proposed Budget

- General Fund Revenues
 - Increase Electrical Franchise Fees by \$257,645
 - Decrease Miscellaneous Revenue by \$150,000
- Fuel Budgets - \$11,816 increase overall
- Police Department
 - Additional officers – 2 Patrol Officers and 1 DOT Officer - \$324,859
 - Add additional funding for switching back to Chevy Tahoes - \$49,000
 - Software module due to legislative change - \$15,400
- Administration
 - Decrease legal consulting fees - \$15,000
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- La Porte Area Water Authority – LPAWA Valve Replacement - \$150,000
- Motor Pool Fund – Add Unit 53-77 to Replacement List - \$37,416



Expenditures - All Funds





Consolidated Summary of All Funds

(In millions)

	Working Capital 09/30/17	FY 17-18 Revenues	FY 17-18 Expenses	Working Capital 09/30/18
General Fund	40.50	46.64	48.84	38.30
Special Revenue	9.96	8.89	10.70	8.15
Enterprise	7.34	9.92	8.96	8.30
Internal Service	4.37	11.51	10.61	5.28
Capital Improvement	16.80	6.30	9.02	14.07
Debt Service	3.82	4.83	4.53	4.12
Total All Funds	82.78	88.08	92.65	78.22

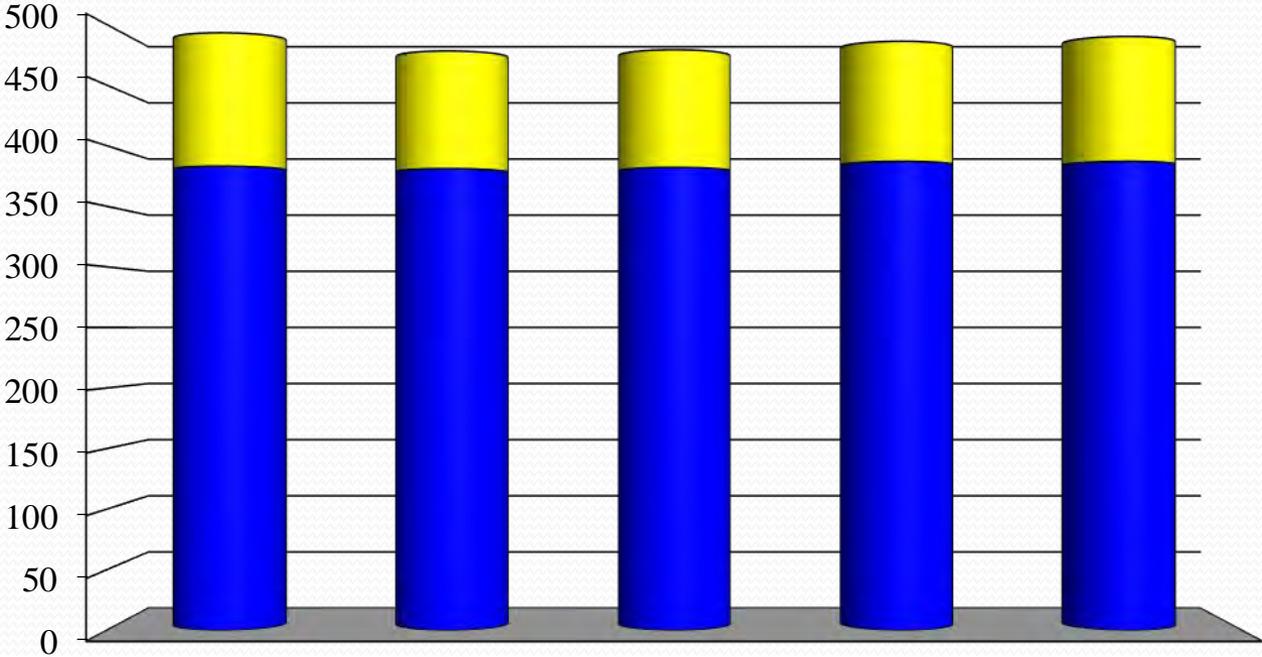


Revenues - All Funds

Description	Actual 2015-16	Budget 2016-17	Revised 2016-17	Projected 2017-18	Percent Change
General Property Taxes	21.62	18.66	21.21	21.20	13.61%
Franchise Fees	2.30	2.19	2.17	2.43	10.87%
Sales Taxes	8.95	8.85	9.00	9.00	1.69%
Industrial Payments	14.38	12.50	14.24	13.38	7.00%
Other Taxes	0.91	0.74	0.74	0.79	6.76%
License & Permits	0.60	0.42	0.43	0.49	17.87%
Fines & Forfeits	2.00	1.71	1.90	1.68	-2.19%
Charges for Services	10.07	8.95	9.18	9.03	0.84%
Parks & Recreation	0.27	0.23	0.27	0.27	14.68%
Recreation & Fitness Center	0.31	0.22	0.26	0.26	19.96%
Employee Health Service	5.12	5.18	5.22	5.21	0.48%
Water Revenue	5.94	6.14	5.96	6.26	1.88%
Wastewater Revenue	3.65	3.48	3.37	3.50	0.67%
Intergovernmental	1.02	1.16	0.88	0.41	-64.36%
Miscellaneous	0.83	0.09	0.31	0.10	15.85%
Operating Transfers	5.14	8.53	8.53	10.32	20.91%
Other Financing Sources	0.79	0.13	0.13	0.13	0.00%
Interest	0.41	0.20	0.50	0.54	162.82%
Grand Total All Revenue	84.32	79.39	84.32	84.98	7.04%



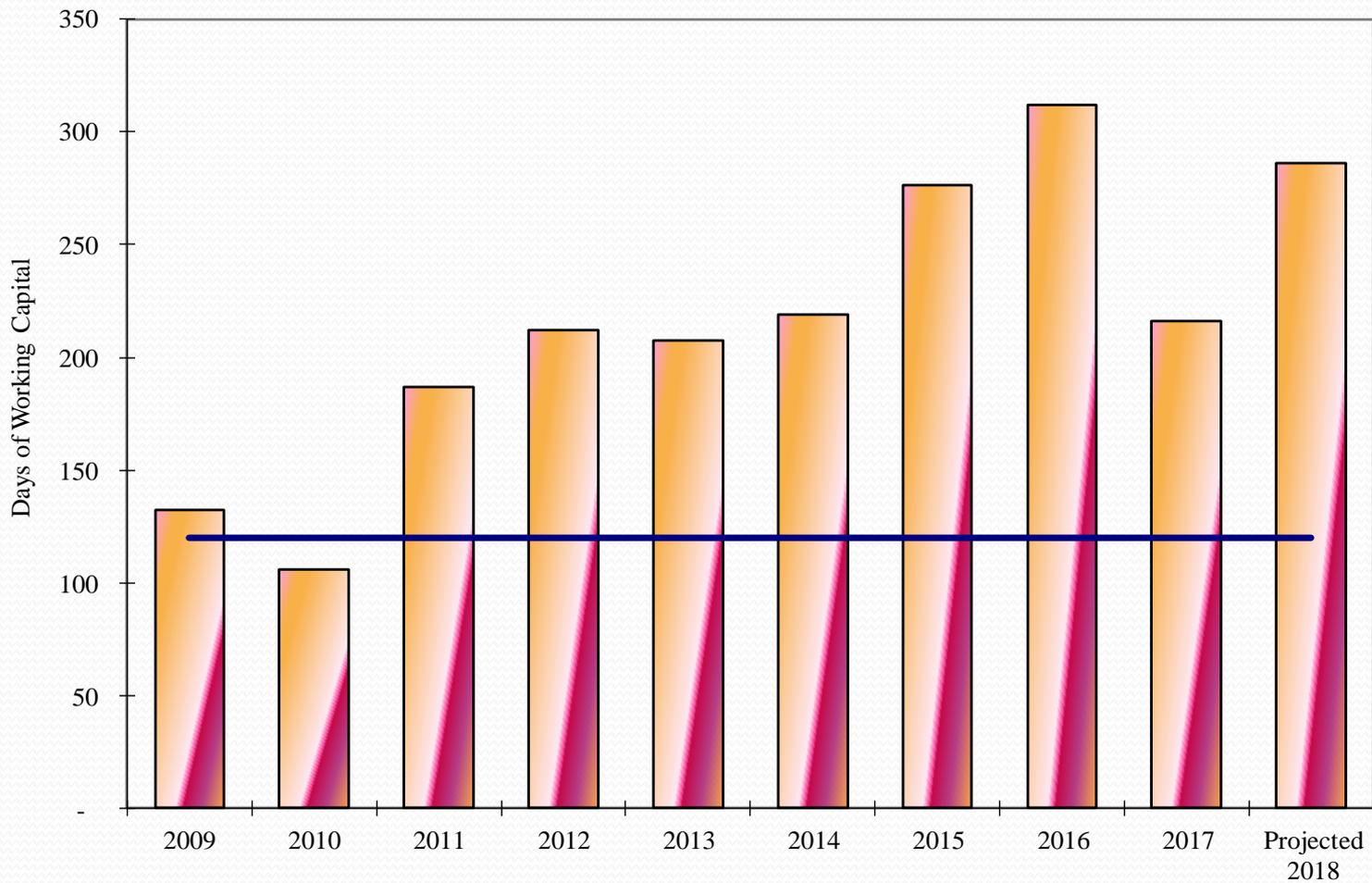
Employee Positions Citywide



	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18
Part-time	110	97	97	99	103
Full-time	383	381	382	387	387



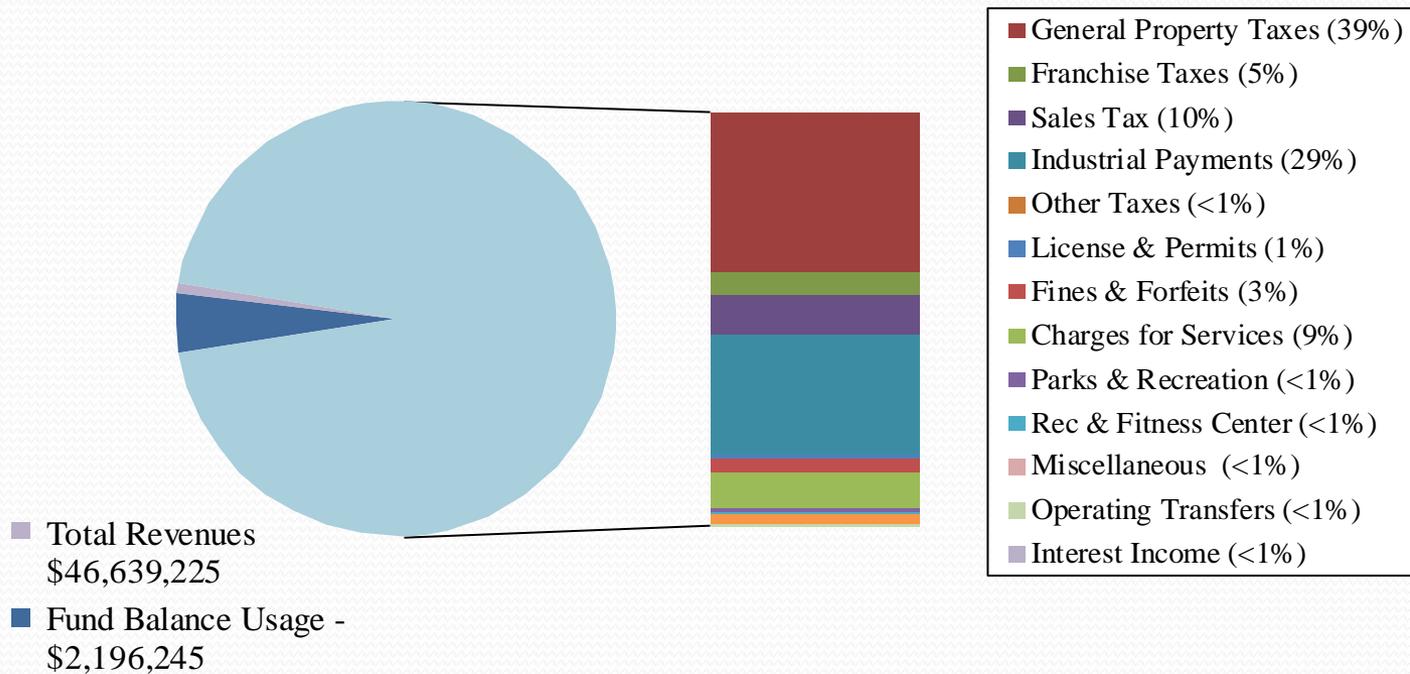
General Fund Days of Working Capital





General Fund Revenue Sources

Where the Money Comes From



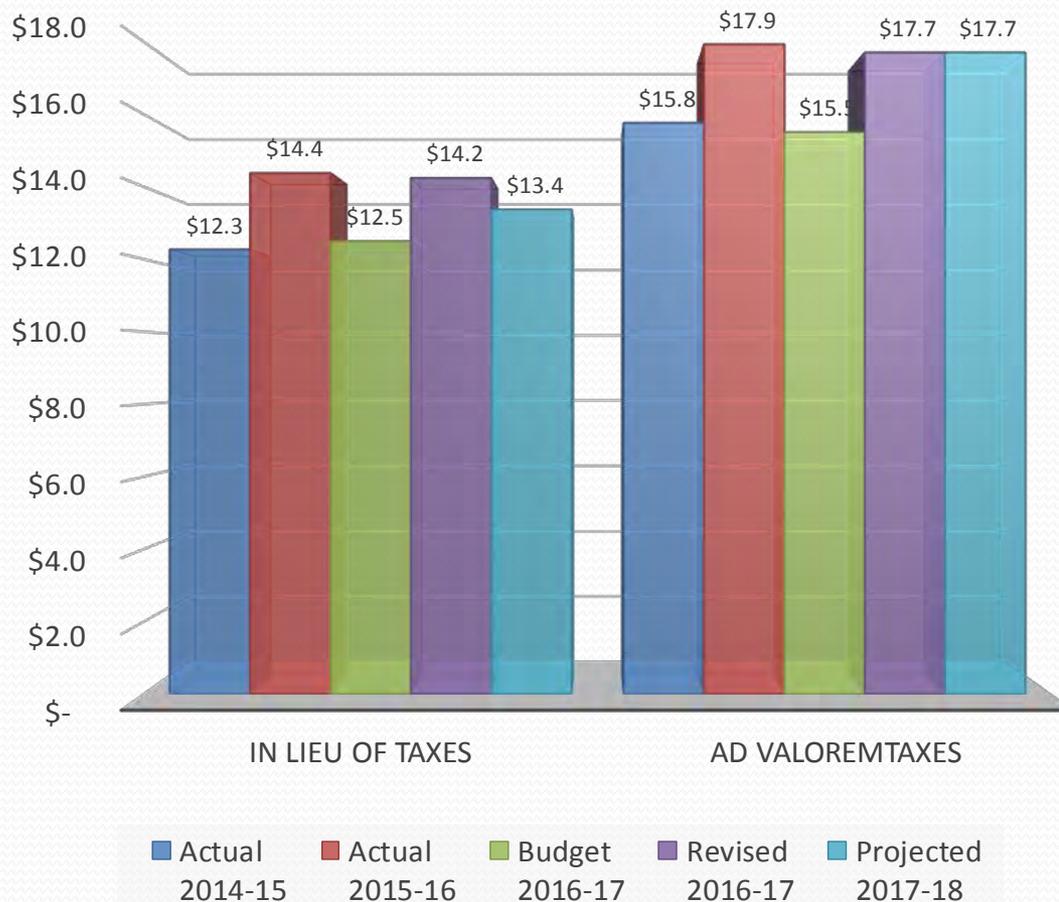


General Fund Revenues

Revenues: <i>(in millions)</i>	Actual 2015-16	Budget 2016-17	Estimated 2016-17	Projected 2017-18	Percent Change
General Property Taxes	18.305	15.729	17.965	17.961	14.19%
Franchise Taxes	2.300	2.191	2.171	2.429	10.87%
Sales Taxes	4.493	4.425	4.500	4.500	1.69%
Industrial Payments	14.378	12.500	14.243	13.375	7.00%
Other Taxes	0.099	0.090	0.090	0.090	0.00%
Licenses & Permits	0.596	0.417	0.435	0.492	17.87%
Fines Forfeits	1.754	1.598	1.641	1.556	-2.63%
Charges for Services	4.587	4.009	4.189	4.087	1.95%
Parks & Recreation	0.274	0.234	0.269	0.268	14.68%
Recreation & Fitness	0.308	0.220	0.264	0.264	19.96%
Golf Course	0.987	1.054	1.070	1.066	1.10%
Intergovernmental	-	0.025	-	-	
Miscellaneous	0.694	0.086	0.251	0.100	16.01%
Operating Transfers	0.124	0.125	0.125	0.127	1.19%
Interest	0.240	0.150	0.300	0.325	116.67%
Total Revenues	49.141	42.853	47.513	46.639	8.83%



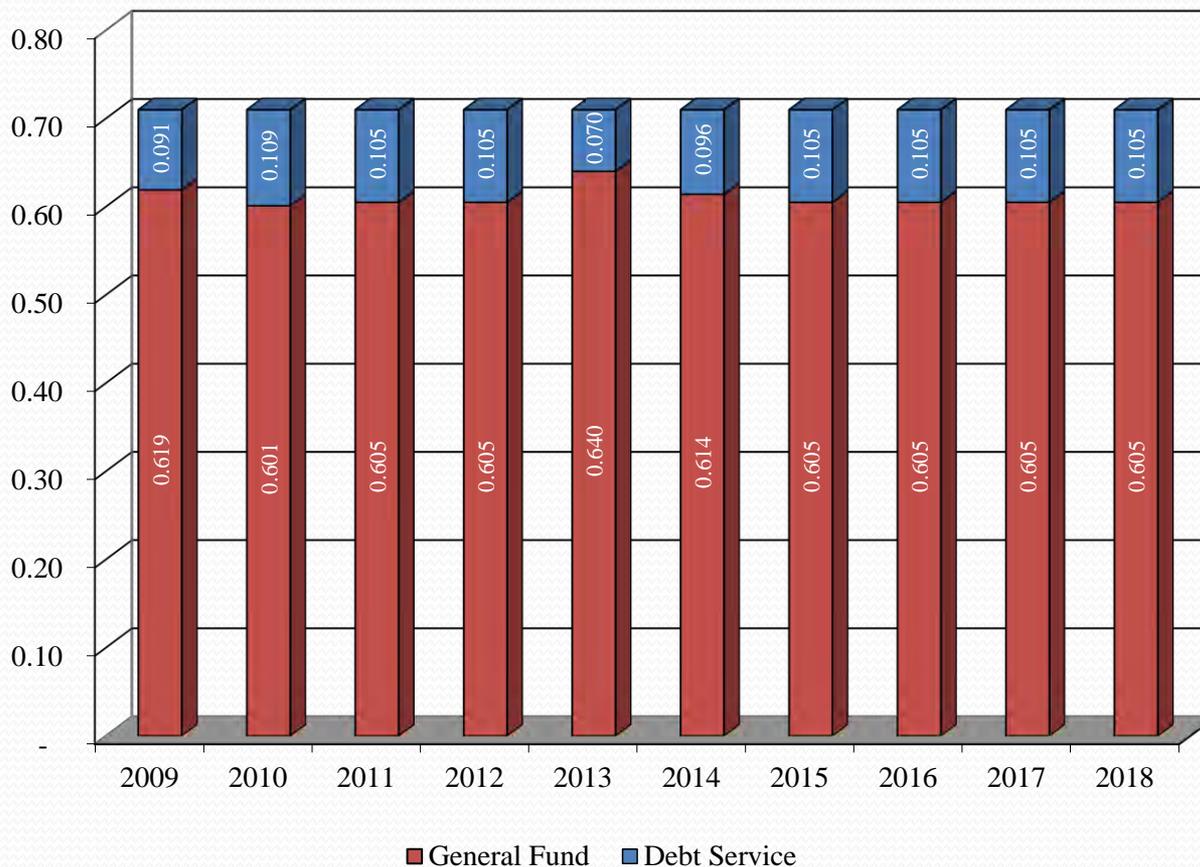
General Fund Revenues In Lieu of Taxes & Ad Valorem Taxes





Property Tax Rate*

Last Ten Fiscal Years



*Council has not raised in 29 years



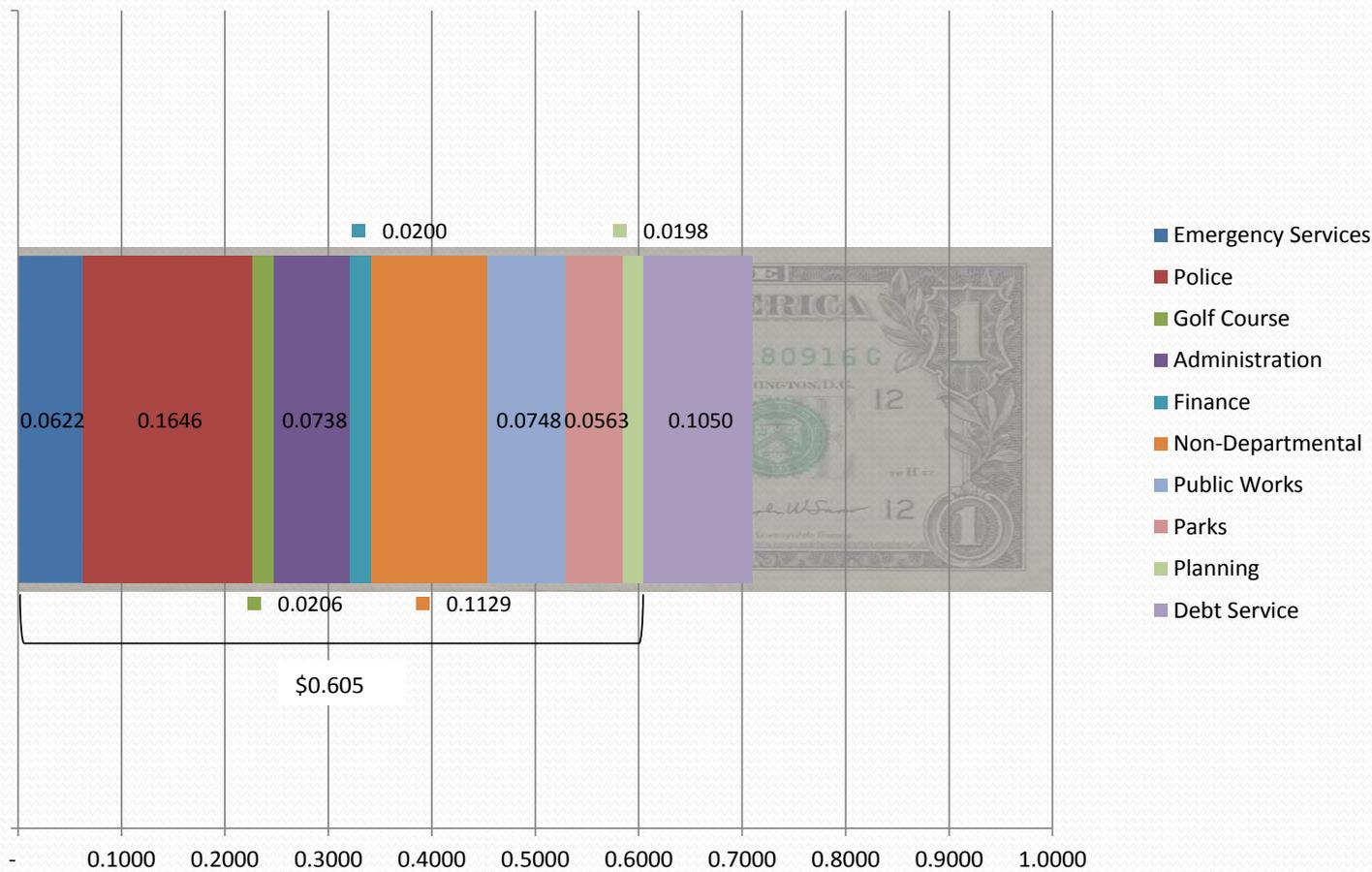
What you get for your tax dollars

- Average Home Value - \$116,109*
- City taxes paid by average household per year - \$659.50
- Per month - \$54.96 to support these city services:
 - 24 hour Police Protection
 - 24 hour Emergency Medical Services
 - 24 hour Fire Protection
 - Animal Control services
 - Maintenance of all city streets
 - Park facilities, including softball fields
 - Recreational facilities & activities
 - Building Inspections & permitting services
 - Code Enforcement Services

*Based on 2017 average home value with 20% homestead exemption.
(\$0.71/\$100 Valuation)



Tax Rate Breakdown by Department





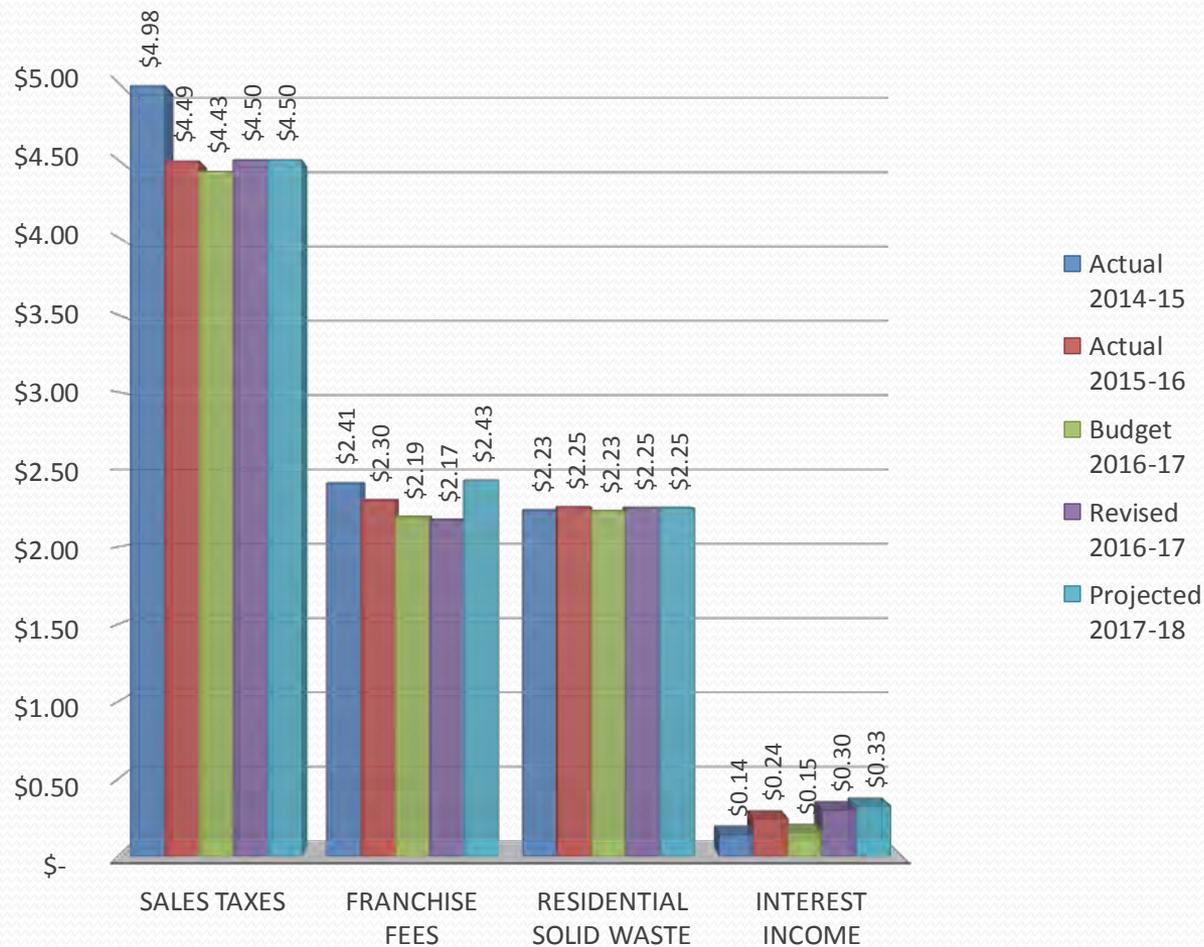
Industrial Payments Historical Trends

	Budget		
	Projection	Actual	Variance
2008	7,500,000	7,759,647	259,647
2009	9,860,078	10,181,383	321,305
2010	8,718,883	10,464,176	1,745,293
2011	10,000,000	9,937,767	(62,233)
2012	9,900,000	10,471,444	571,444
2013	10,530,376	11,086,500	556,124
2014	11,086,500	11,554,949	468,449
2015	12,054,598	12,269,152	214,554
2016	12,436,672	14,377,602	1,940,930
2017	12,500,000	14,242,856	1,742,856



General Fund Revenues

Sales Tax, Franchise Taxes, Residential Solid Waste and Interest



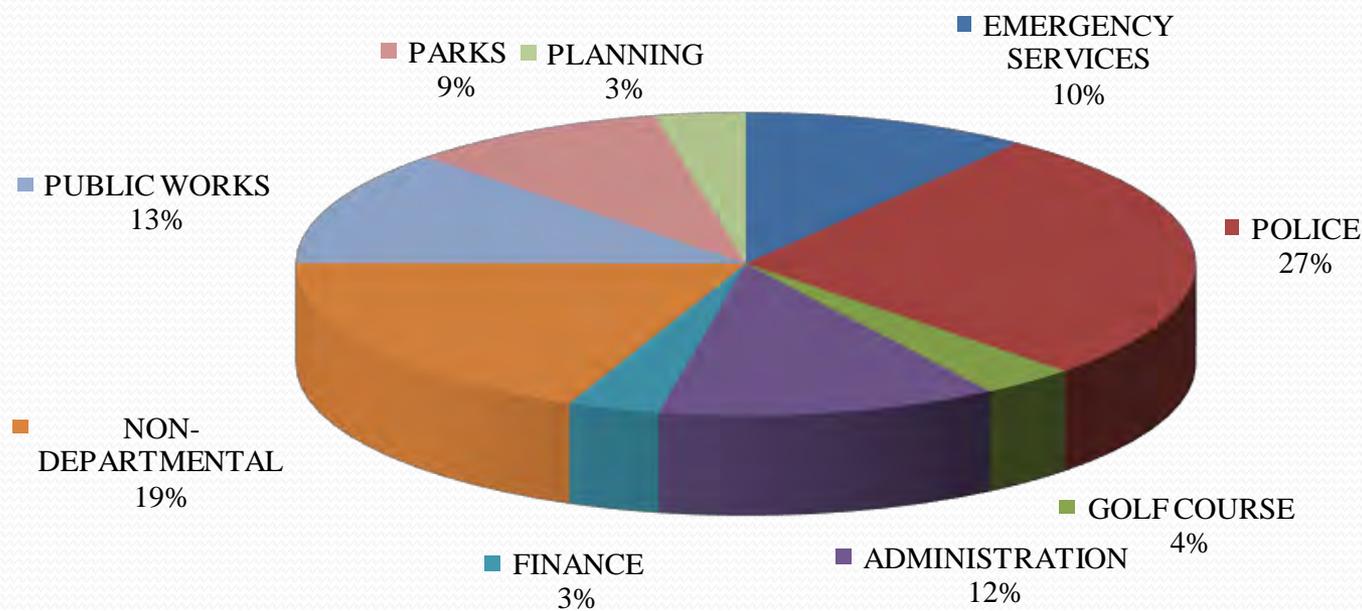


General Fund

- Emergency Services
- Police
- Golf Course
- Administration
- Finance
- Public Works
- Parks & Recreation
- Planning & Engineering



Expenditures by Activity





General Fund Expenditures

Expenditures: <i>(in millions)</i>	Actual 2015-16	Budget 2016-17	Estimated 2016-17	Projected 2017-18	Percent [*] Change
Emergency Services	4.78	4.84	4.80	5.02	3.79%
Police	12.19	12.63	12.53	13.29	5.18%
Golf Course	1.52	1.55	1.54	1.66	7.27%
Administration	4.93	5.99	6.11	5.96	-0.61%
Finance	1.60	1.63	1.60	1.61	-1.05%
Non-Departmental	5.14	8.53	8.38	9.11	6.87%
Public Works	5.51	5.81	5.75	6.04	3.99%
Parks	4.27	4.36	4.31	4.54	4.09%
Planning	1.84	1.90	1.70	1.60	-15.71%
Total Expenditures	41.79	47.24	46.72	48.84	3.38%

**Budget to Budget*

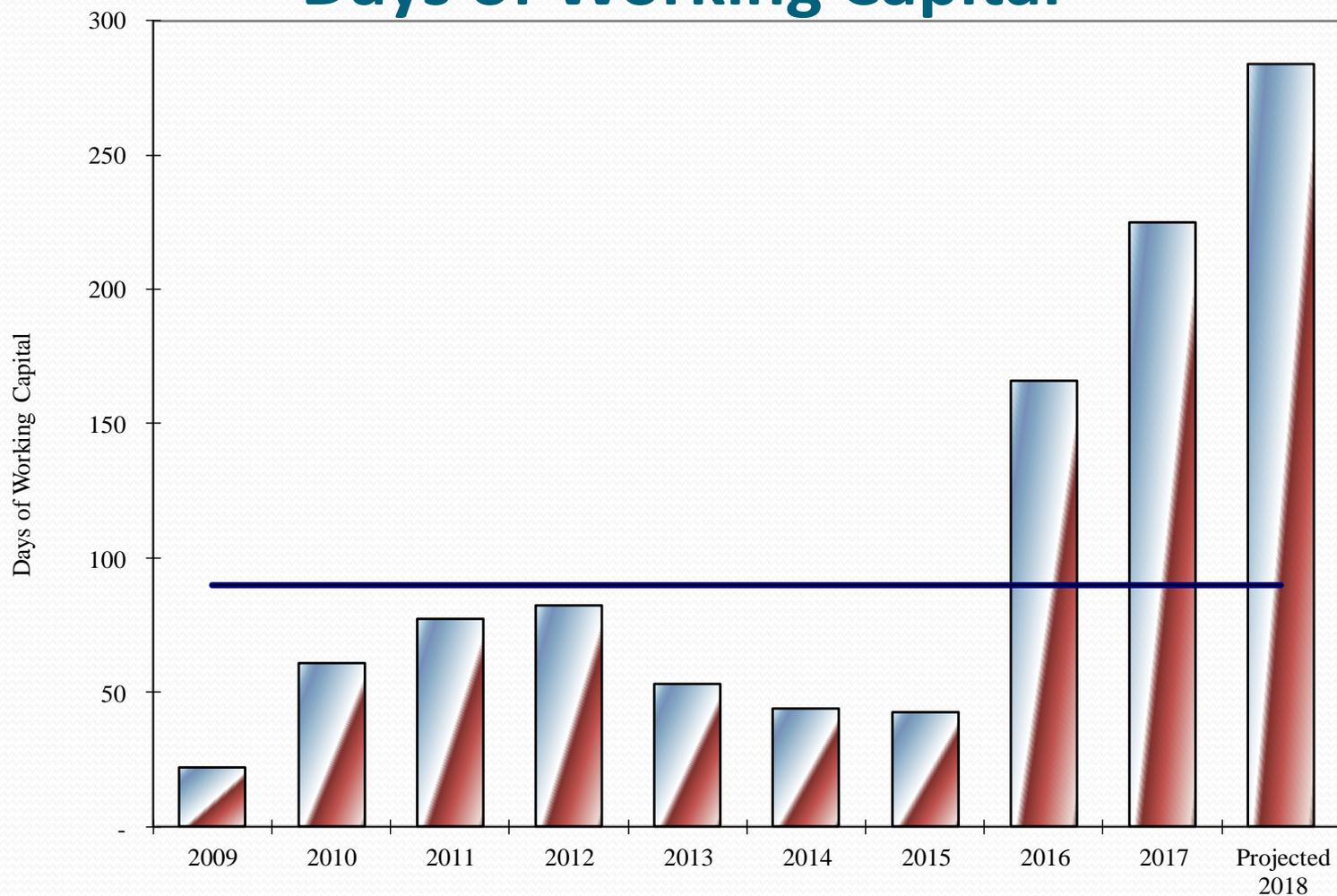


Utility Fund

- Water Production
- Water Distribution
- Wastewater Collection
- Wastewater Treatment
- Utility Billing
- Non-Departmental

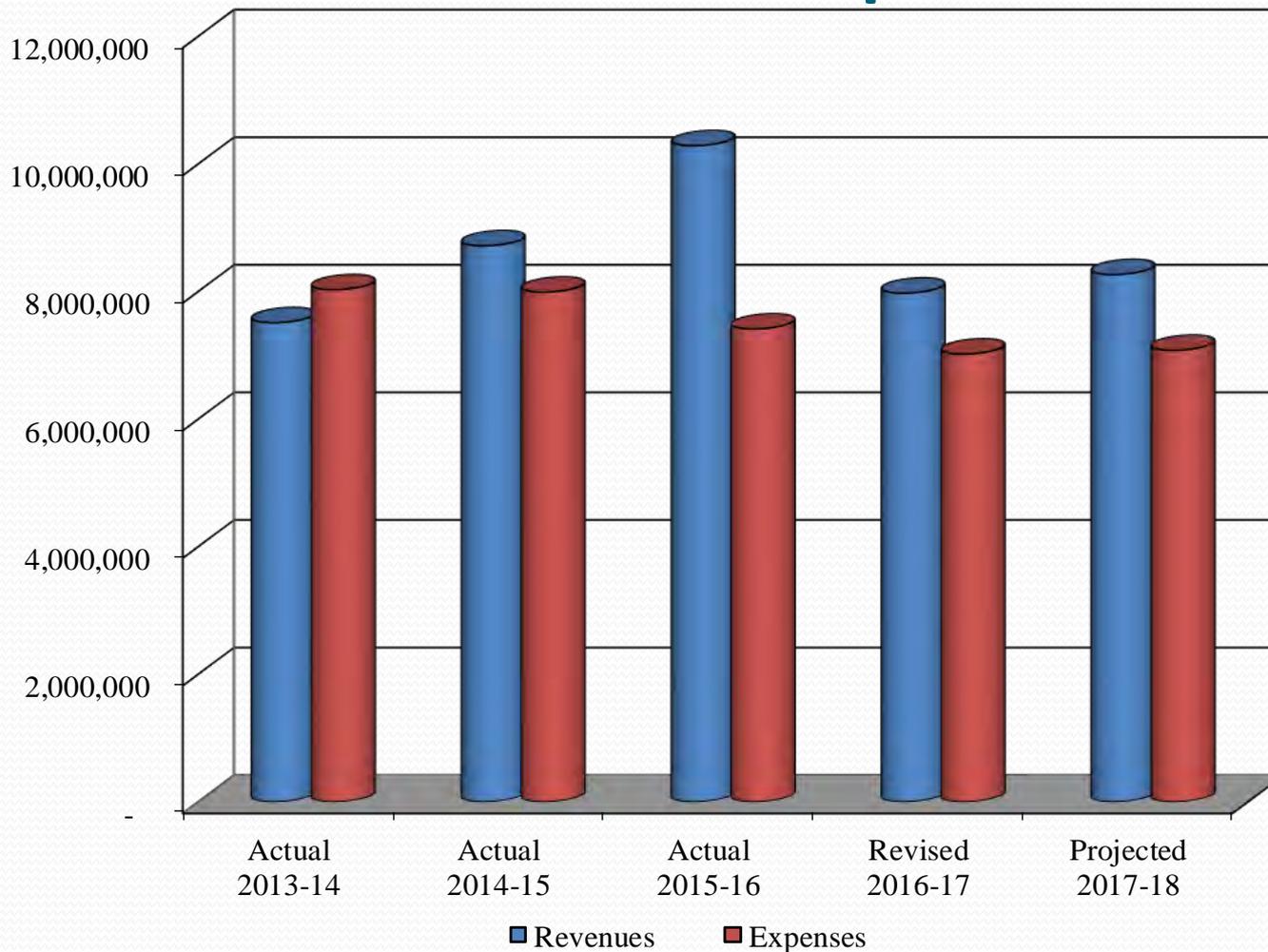


Utility Fund Days of Working Capital





Utility Fund Comparison Revenues vs. Expenses



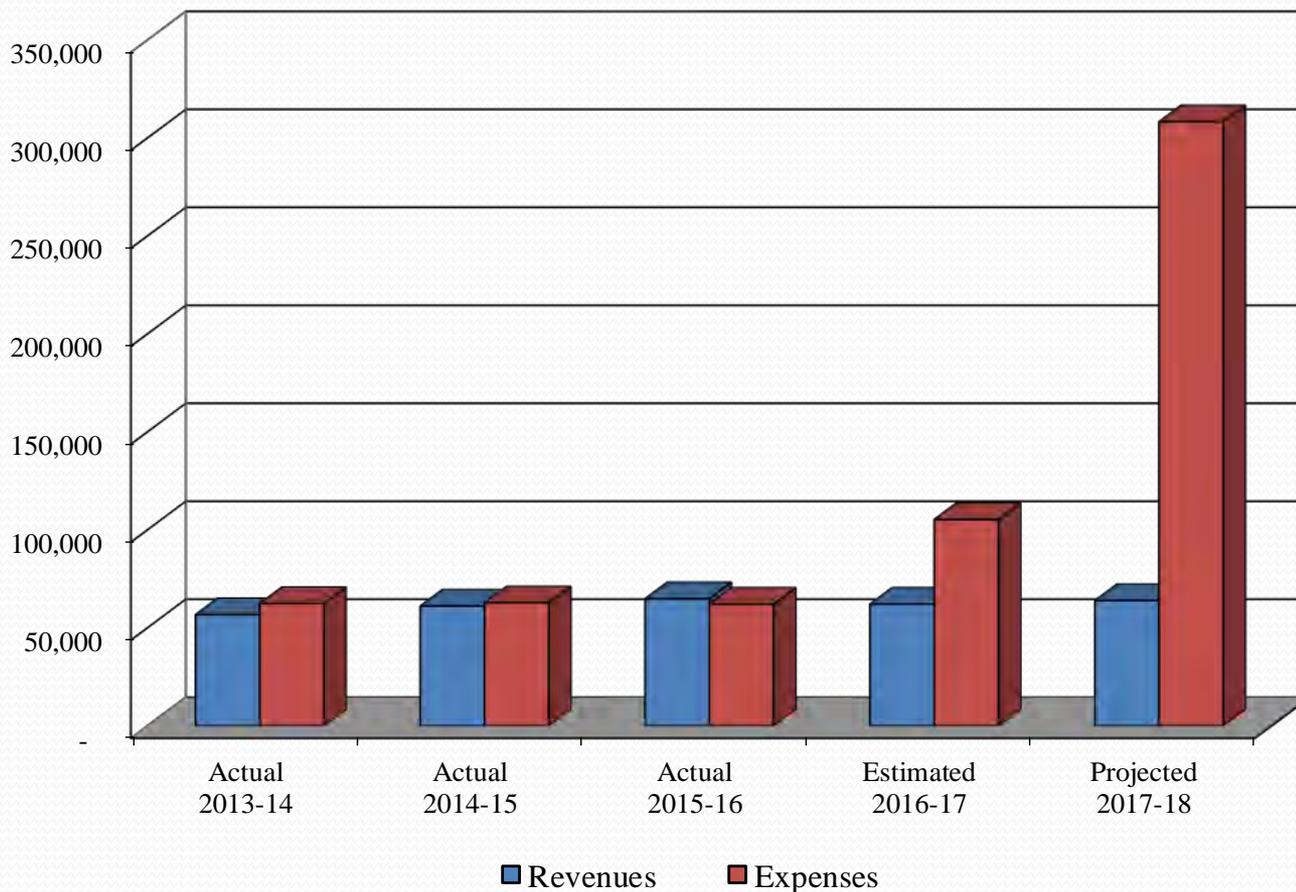


Other Enterprise Funds

- Airport Fund
- La Porte Area Water Authority



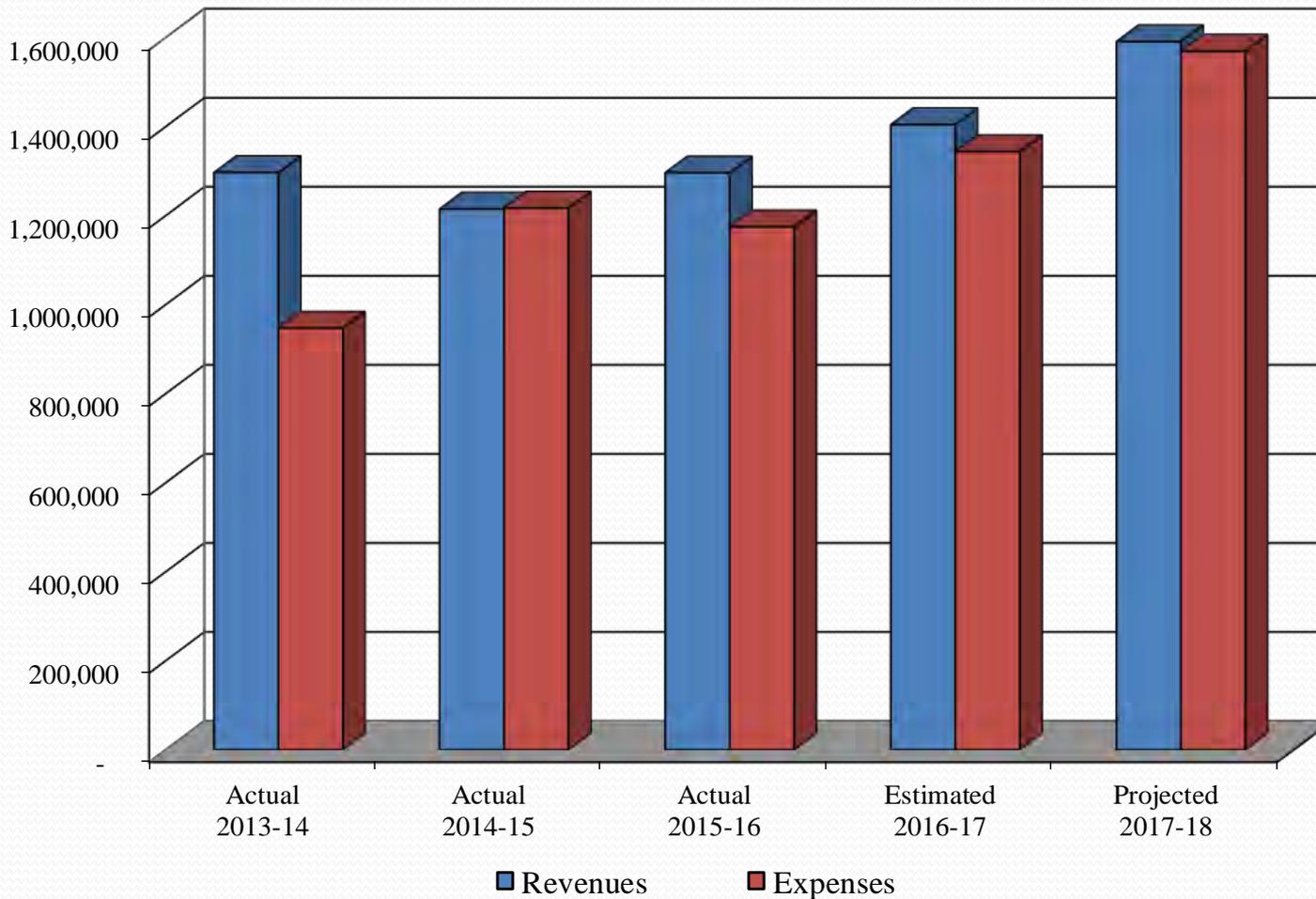
Airport Fund Comparison Revenues vs. Expenses





La Porte Area Water Authority Comparison

Revenues vs. Expenses





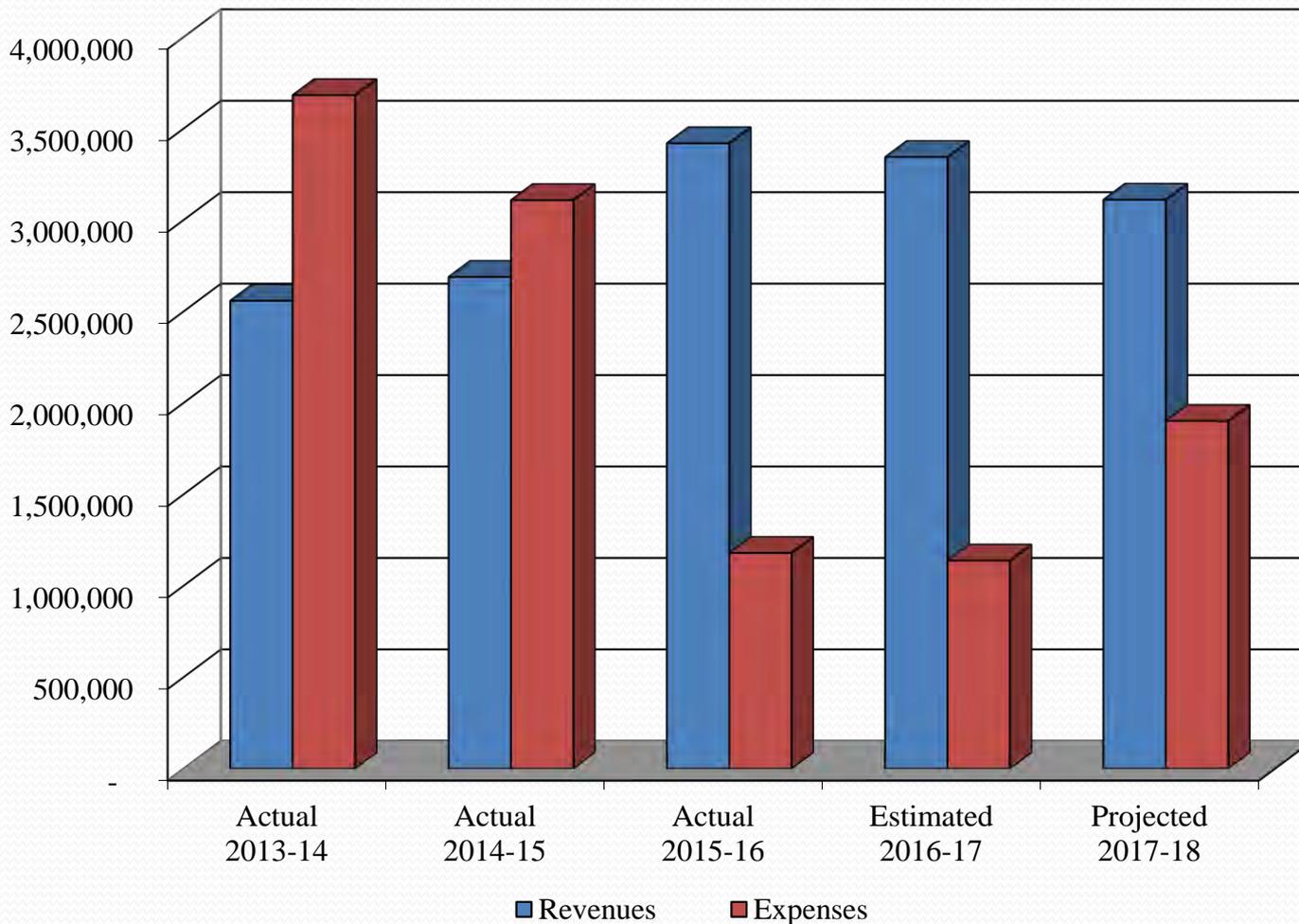
Internal Service Funds

- Motor Pool Fund
 - Maintenance
 - Replacement
- Insurance Fund
 - Employee Health Services
 - Risk Division
- Technology Fund
 - Replacement



Motor Pool Fund Comparison

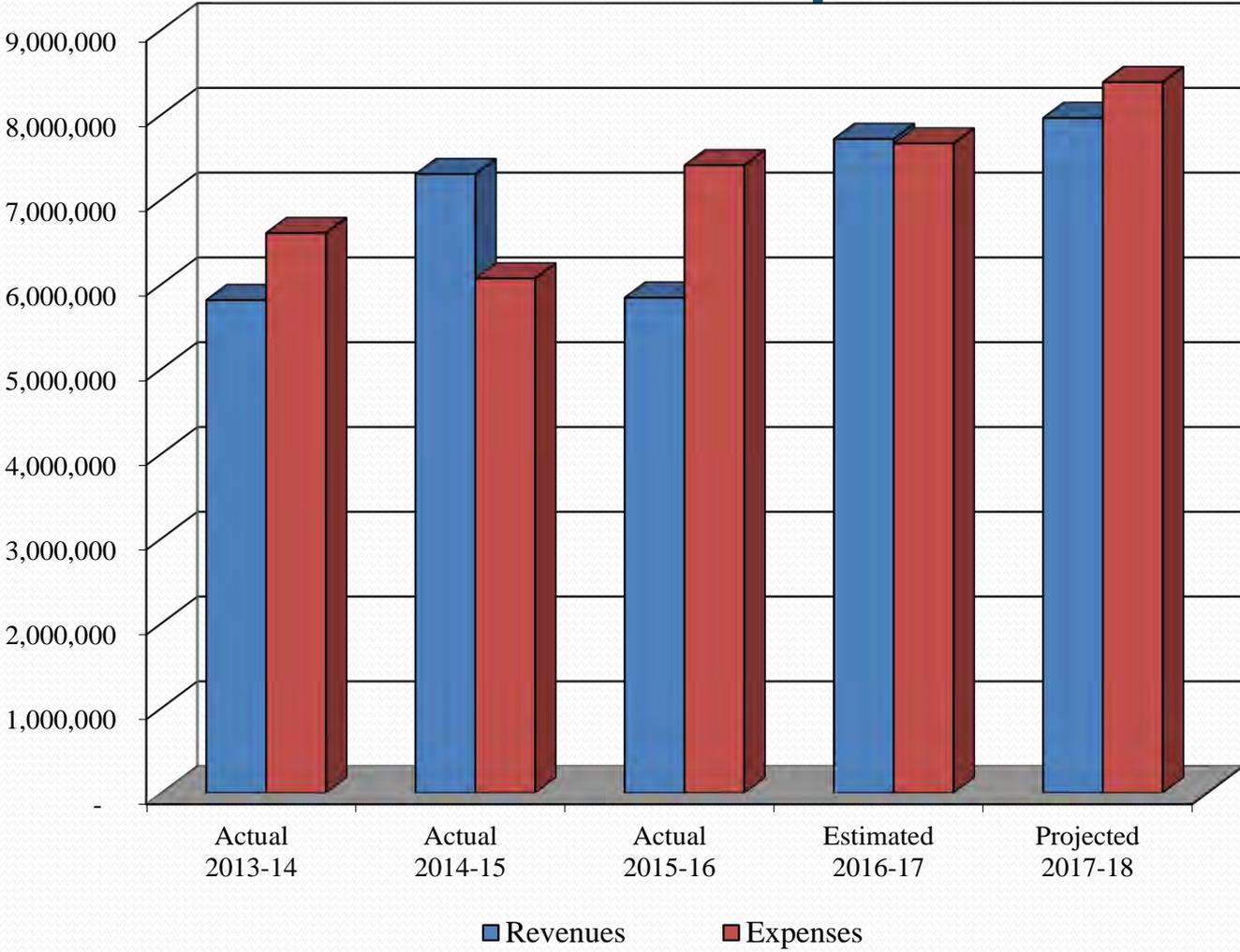
Revenues vs. Expenses





Insurance Fund Comparison

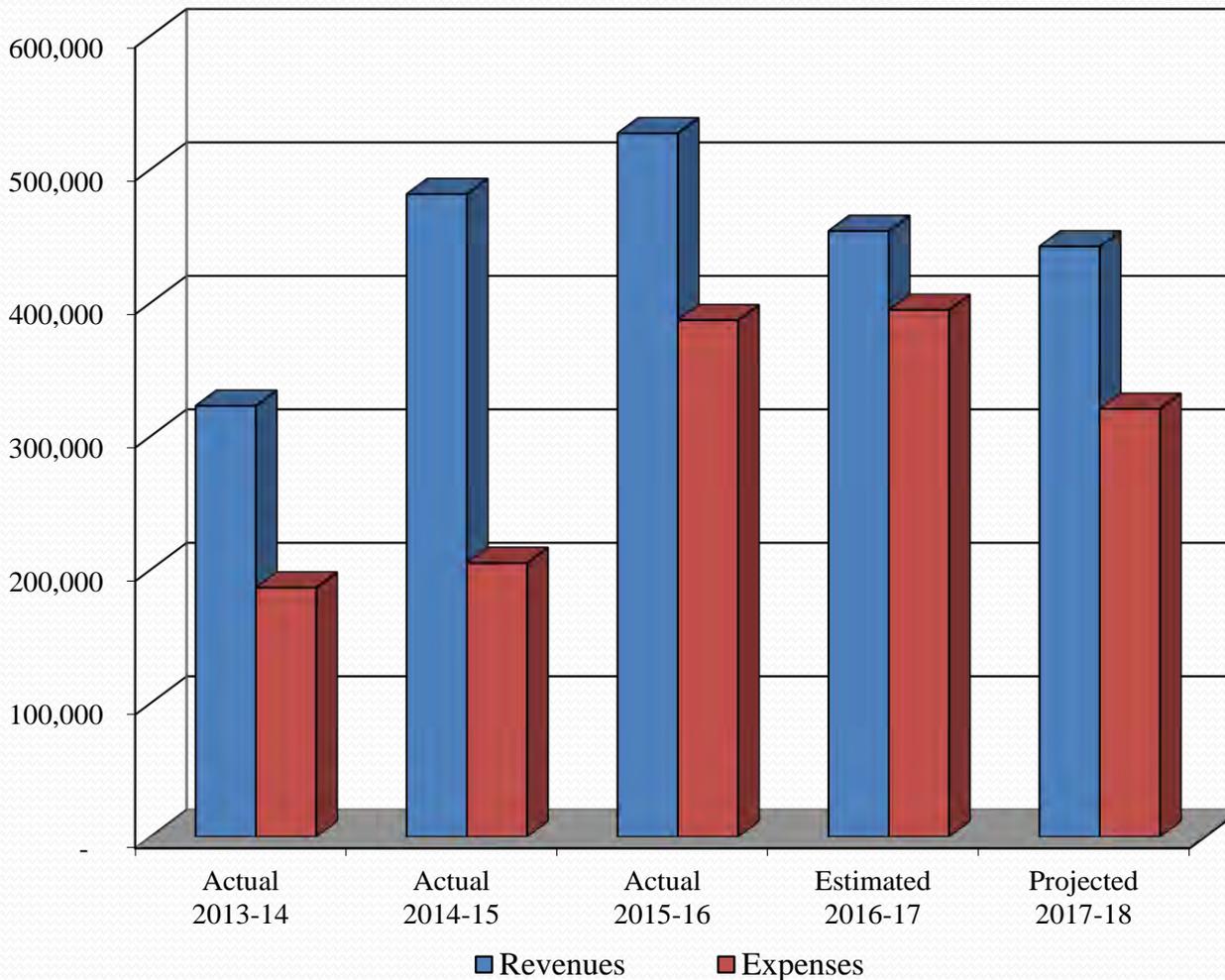
Revenues vs. Expenses





Technology Fund Comparison

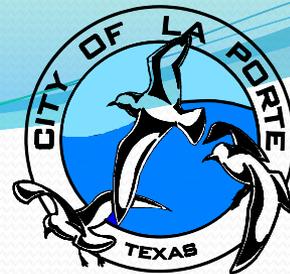
Revenues vs. Expenses



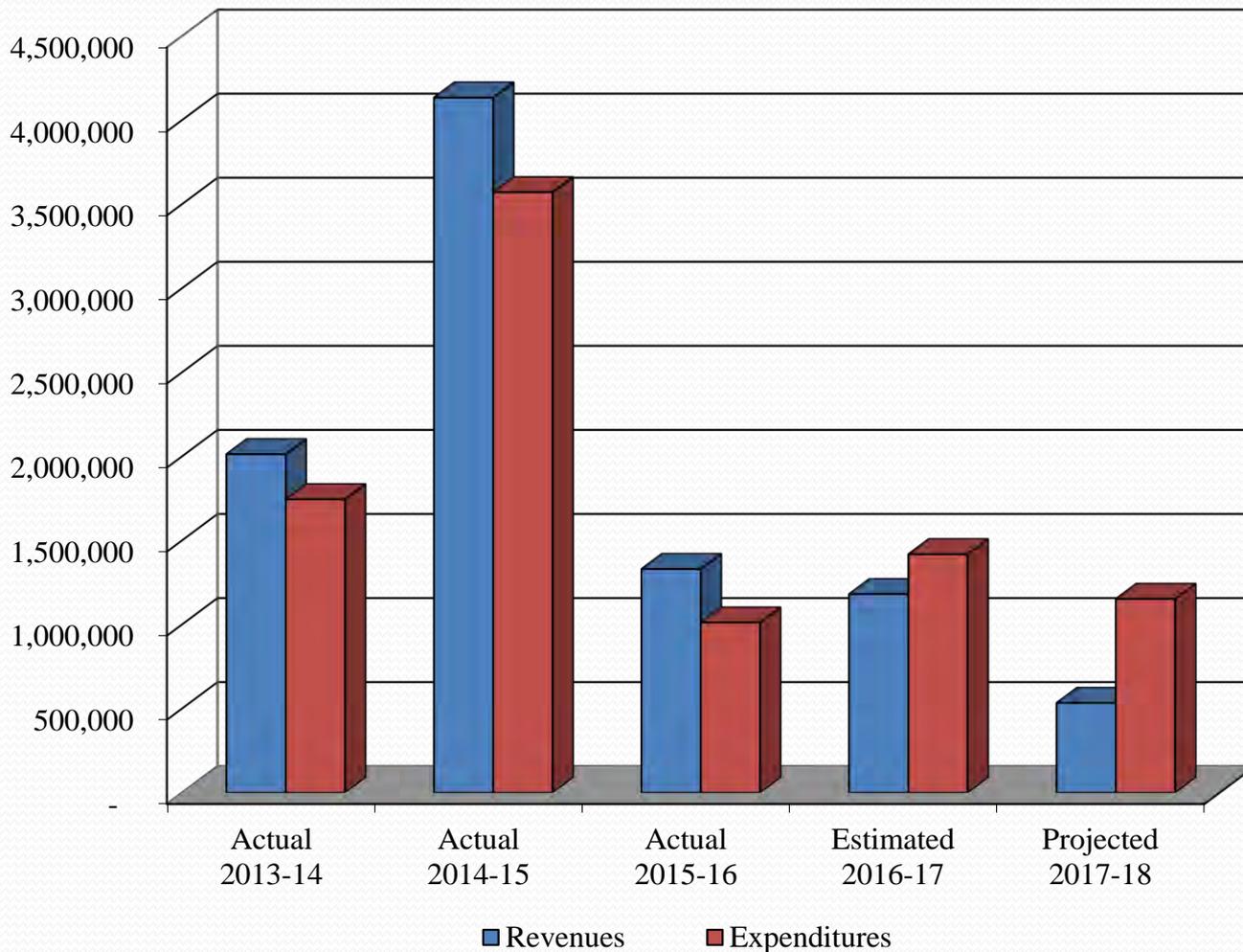


Special Revenue Funds

- Grant Fund
- Street Maintenance Sales Tax Fund
- Emergency Services District Fund
- Hotel/Motel Occupancy Tax
- Economic Development Fund
- TIRZ Fund



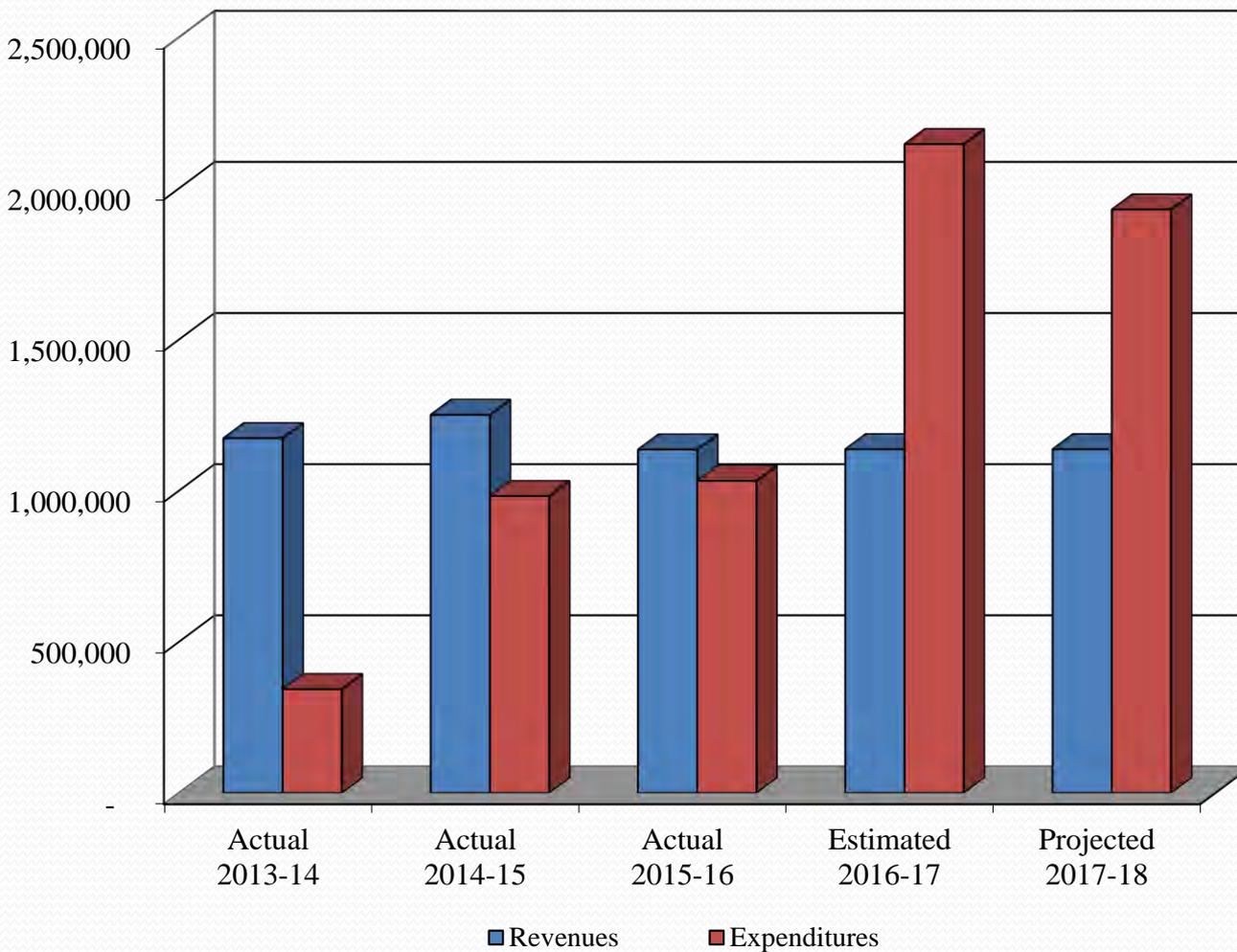
Grant Fund Comparison Revenues vs. Expenditures





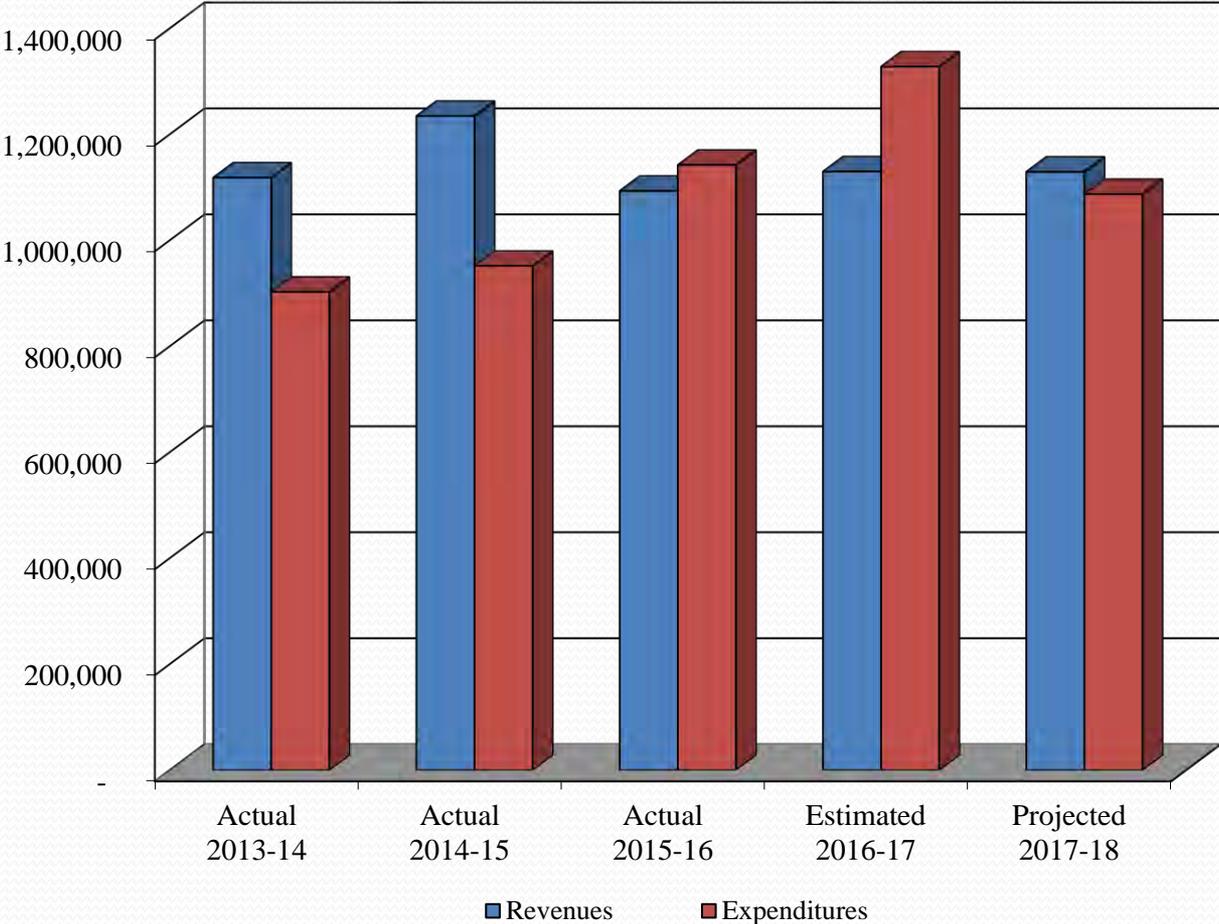
Street Maintenance Sales Tax Fund Comparison

Revenues vs. Expenditures



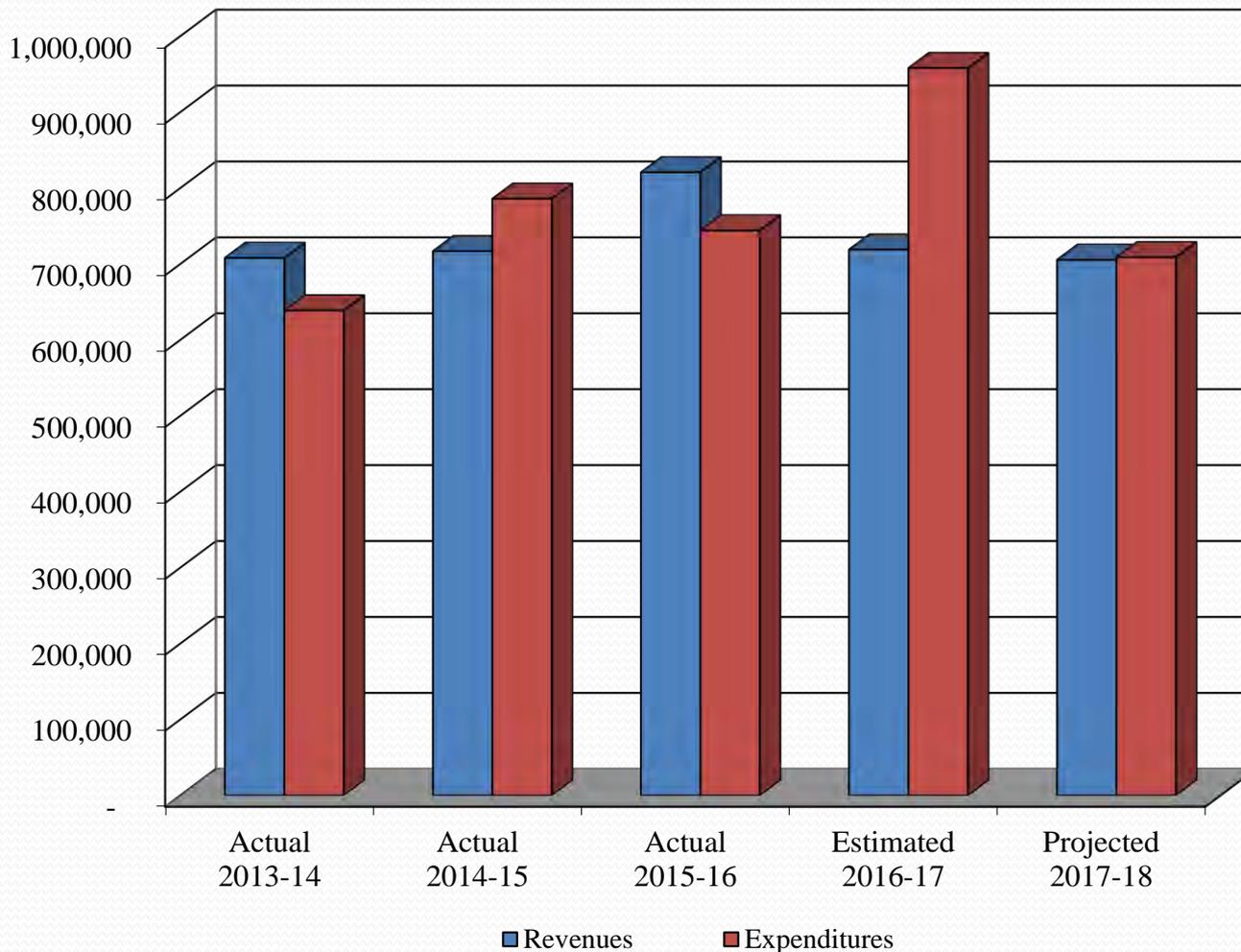


Emergency Services District Fund Comparison Revenues vs. Expenditures



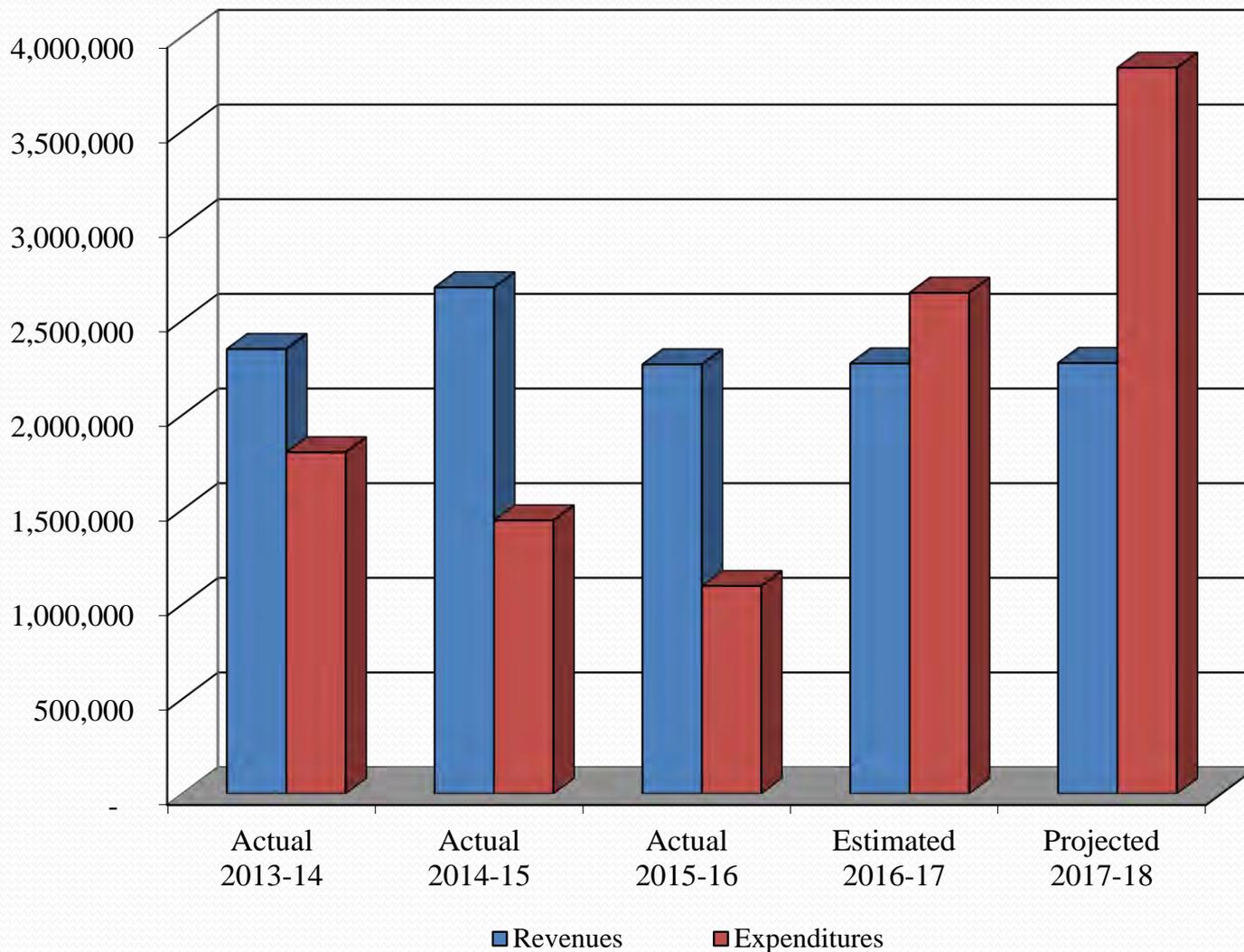


Hotel/Motel Occupancy Tax Fund Comparison Revenues vs. Expenditures





Economic Development Fund Comparison Revenues vs. Expenditures





TIRZ Fund

Fiscal Year 2017-18 Proposed Budget

Estimated Balance 9/30/17:	\$ 1,629,796
Revenues	3,107,688
Expenditures	<u>1,991,430</u>
Ending Balance 9/30/18:	\$ 2,746,054



Capital Improvement Projects Summary

(In millions)

	Working Capital 09/30/17	FY 17-18 Revenues	FY 17-18 Expenses	Working Capital 09/30/18
Capital Improvement:				
General CIP Fund	0.65	3.58	3.72	0.50
Utility CIP Fund	2.51	2.13	2.01	2.63
Sewer Rehabilitation	0.41	0.30	0.35	0.36
Drainage Improvement Fund	0.52	0.28	0.11	0.69
2006 C/O Bond Fund	0.56	-	0.56	-
2010 C/O Bond Fund	1.17	-	1.17	-
2015 C/O Bond Fund	0.61	-	0.61	-
TWDB Loan Fund	10.38	-	0.50	9.88
Total Capital Improvement	16.80	6.30	9.02	14.07

*Includes CIP contingencies.



CIP Summaries

Fund	Total Proposed Expenditure
General Fund CIP (Fund 015)	\$3,721,574
Utility Fund CIP (Fund 003)	2,005,000
Airport Fund (010)	222,283
Sanitary Sewer Rehabilitation Fund (Fund 018)	350,000
Drainage Fund (Fund 019)	105,000
Street Maintenance Fund (Fund 033)	1,930,000
Drainage Bond Fund (Fund 050)	1,165,846
Street/Infrastructure Bond (Fund 051)	609,386
TWDB Loan Fund (Fund 052)	500,000
Total	\$10,499,089



General Fund CIP

Project Name	Project Budget
Park Replacement	\$ 66,454
Community Cooperation Program	30,000
Main Street Sidewalk Repairs	15,000
Cemetery Paving	65,000
Basketball Court at Tom Brown Park	47,000
Fire Training Center Addition	80,000
Northwest Pool Improvements	905,435
Wave Pool Renovation	410,000
City Hall Carpet	118,000



General Fund CIP (cont'd)

Project Name	Project Budget
EOC AV Upgrade	\$ 112,000
Runway, Taxi, Tie Down Rehabilitation Construction	7,717
Somerton Construction	874,768
Feasibility Study for F101	50,000
Spencer Highway Beautification Fence	340,200
Design Services for Recreation Center Expansion	500,000
Contingency	100,000
Total	\$3,721,574



Utility Fund CIP

Project Name	Project Budget
Somerton Construction	\$ 500,000
Construct N. 6 th /Main to Tyler and Main St Drainage	40,000
Hillridge Pump Station Construction Phase I	535,000
Aerial Crossings	25,000
Thickener Pump	35,000
Plant Water Pump	30,000
Choate Road Force Main Allignment	35,000
Update Water Master Plan	105,000
In-House Water Line Replacement	45,000
Valve Replacement Program (in-house)	25,000
Return Activated Sludge Pump Replacement	50,000



Utility Fund CIP (cont'd)

Project Name	Project Budget
Lift Station Improvements	\$ 50,000
Commercial Water Meter Replacement	30,000
S. Broadway Sanitary Sewer Replacement	240,000
Meter Replacement Program (Residential)	250,000
Contingency	10,000
Total	\$2,005,000



Airport CIP

Project Name	Project Budget
Runway, Taxi, Tie Down Rehabilitation Design	\$ 192,283
Construct Drainage Improvements	30,000
Total	\$ 222,283



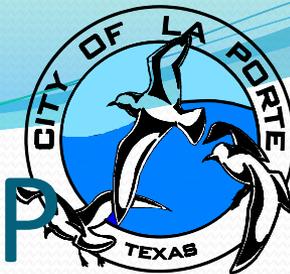
Sewer Rehabilitation Fund CIP

Project Name	Project Budget
Sanitary Sewer Rehabilitation	\$ 350,000
Total	\$ 350,000



Drainage Fund CIP

Project Name	Project Budget
TV Inspection of Storm Sewer System	\$ 20,000
Drainage Materials (in-house)	60,000
Contingency	25,000
Total	\$105,000



Street Maintenance Fund CIP

Project Name	Project Budget
Handicap Ramp and Sidewalk Replacement	\$ 200,000
Asphalt Street Surfacing	680,000
Concrete Repair (Small Sections)	200,000
Concrete Repair (Slab Jacking)	40,000
Street Repair Material (in-house)	50,000
Design Texas Ave/E G St to Fairmont	170,000
Construct Sylvan and Jefferson	560,000
Streets/Drainage Contingency	30,000
Total	\$1,930,000



Bond Fund CIP – 2010 CO

Project Name	Project Budget
Construct N. 6 th /Main to Tyler and Main St Drainage	\$ 950,000
Somerton Improvements	215,846
Total	\$1,165,846



Bond Fund CIP – 2015 CO

Project Name	Project Budget
Somerton Improvements	\$ 609,386
Total	\$ 609,386



TWDB Loan Fund

Project Name	Project Budget
Design for Lomax Lift Station Consolidation	\$ 500,000
Total	\$ 500,000



Debt Service Summary

(In millions)

	Working Capital 09/30/17	FY 17-18 Revenues	FY 17-18 Expenses	Working Capital 09/30/18
Debt Service:				
General	3.82	4.83	4.53	4.12
Total Debt Service	<u>3.82</u>	<u>4.83</u>	<u>4.53</u>	<u>4.12</u>

Questions?



Where Experience and
Independence Matter

Corporate Benefits Consulting
Insurance Planning Services
Retirement Plan Consulting



City of La Porte: Financial Update, and Health Plan Design / Contribution Strategy



Brent Weegar
Principal

Julian Fontana
Employee Benefits Specialist

Brian Wilson
Account Manager

September 11, 2017



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- I. Plan Financial Update
- II. Plan Benefit Design Strategy
- III. Plan Contribution Strategy

I. Plan Financial Update



2017 - 2018 Updated Budget Projection

	2016 FY Budget	2016 FY Actual	2017 FY Budget	2017 FY Annualized	2017 FY Projected	2018 FY Projected	2018 CY Projected
Medical and Rx Claims	\$5,440,493	\$5,511,106	\$6,286,124	\$5,490,392	\$5,915,581	\$6,455,156	\$6,597,832
HRA Claims	*included	\$145,295	*included	\$165,827	\$165,827	\$165,827	\$165,827
Medical / Rx Administration	\$250,800	\$200,195	\$217,500	\$177,318	\$177,318	\$177,366	\$177,366
Stop Loss Fees	\$409,176	\$382,385	\$392,711	\$370,443	\$370,443	\$422,732	\$422,732
Health Care Reform Fees	\$24,688	\$35,183	\$22,000	\$22,524	\$22,524	\$2,364	\$2,364
Wellness Program	\$46,500	\$4,270	\$11,700	\$11,700	\$11,700	\$11,700	\$11,700
Total Health Plan Cost	\$6,171,657	\$6,278,433	\$6,930,035	\$6,238,205	\$6,663,394	\$7,235,146	\$7,377,822
\$ Change from Prior Fiscal Year	n/a	\$106,776	\$758,378	(\$40,228)	\$384,960	\$571,752	n/a
% Change from Prior Fiscal Year	n/a	1.7%	12.3%	-0.6%	6.1%	8.6%	n/a
Enrollment Assumption	420	391	388	401	401	401	401

Note: 2018 CY (Calendar Year) Projected Used to Determine Calendar Year Funding Rates

2017 – 2018 Projected Budget Assumptions

- Partial Self-Funded Projected FY 2017 - 2018
 - Projected Claims = Last 24 months claims projected through 2018 fiscal year end (including trend)
 - 7.9% Medical trend
 - 11.6% Pharmacy trend
 - \$2.35 per member per year in 2017 PCORI Fees
 - 3% increase to medical administration
 - 15% increase to Stop Loss fixed costs

II. Plan Benefit Design Strategy



2017 Medical Benefits

	PPO 500	Health Fund 1000	Health Fund 1500
	Aetna	Aetna	Aetna
	Choice POS II	Choice POS II	Choice POS II
	Current	Current	Current
MEDICAL BENEFITS			
Deductible			
In-Network	Embedded Deductible \$500 Ind./ \$1,500 Fam.	Embedded Deductible \$1,000 Ind./ \$3,000 Fam.	Embedded Deductible \$1,500 Ind./ \$4,500 Fam.
Non-Network	\$1,000 Ind./ \$3,000 Fam.	\$2,000 Ind./ \$6,000 Fam.	\$3,000 Ind./ \$9,000 Fam.
Out Of Pocket Max	Includes Ded. / Coins. / Copays	Includes Ded. / Coins. / RX Copays	Includes Ded. / Coins. / RX Copays
In-Network	\$3,500 Ind./ \$10,500 Fam.	\$3,000 Ind./ \$9,000 Fam.	\$4,200 Ind./ \$12,600 Fam.
Non-Network	\$7,000 Ind./ \$21,000 Fam.	\$6,000 Ind./ \$18,000 Fam.	\$9,000 Ind./ \$27,000 Fam.
Max OOP (Medical & Rx)			
Coinsurance			
In-Network	20%	20%	20%
Non-Network	50%	50%	50%
Lifetime Max	Unlimited	Unlimited	Unlimited
Emergency Room			
In-Network	\$150 Copay	Ded./ 20%	Ded./ 20%
Non-Network	\$150 Copay	Ded./ 20%	Ded./ 20%
Ambulance			
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Urgent Care			
In-Network	\$40 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Physician Office Visit			
In-Network	\$25 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Specialist Office Visit			
In-Network	\$40 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Spinal Manipulation Therapy			
In-Network	Maximum 20 Visits/Year \$40 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Preventive Care			
In-Network	\$0 - No Cost Sharing	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Routine Hearing Exam			
In-Network	\$0 - No Cost Sharing	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%

2017 Medical Benefits (continued)

MEDICAL BENEFITS	PPO 500	Health Fund 1000	Health Fund 1500
	Aetna	Aetna	Aetna
	Choice POS II	Choice POS II	Choice POS II
	Current	Current	Current
Basic Lab & Radiology			
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Major Lab & Radiology (MRI / CT / PET)			
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
In-Patient Hospital			
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Out-patient Surgery			
In Network	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Rehabilitative Therapy PT / OT / ST			
In-Network	Maximum 60 visits/year Ded./ 20%	Maximum 60 visits/year Ded./ 20%	Maximum 60 visits/year Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
In-patient MH / SA			
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Out-patient MH / SA			
In-Network	\$40 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Home Health Care			
In-Network	Maximum 120 Visits Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%
Prescriptions			
Network Retail Pharmacy	\$10/\$30/\$60	\$10/\$30/\$60	\$10/\$30/\$60
Network Mail Order	\$20/\$60/\$120	\$20/\$60/\$120	\$20/\$60/\$120
Specialty RX	20% of the nego. Charge, not to exceed \$100	20% of the nego. Charge, not to exceed \$100	20% of the nego. Charge, not to exceed \$100
Preventive Generics	\$0 Copay	\$0 Copay	\$0 Copay
Step Therapy / Mandatory Generic	DAW	DAW	DAW

*In-Network and Out-of-Network Deductibles Cross Accumulate

*In-Network and Out-of-Network Deductibles Cross Accumulate

*In-Network and Out-of-Network Deductibles Cross Accumulate

2018 Plan Design Alternatives

	Current	Renewal	\$ Savings	Member Impact
Medical Benefits				
Move from PPO to EPO Network (removes out-of-network benefits)	PPO	EPO	(\$143,104)	154 Members
Deductible and Out of Pockets – All Plans	Varies by Plan	+ \$500 Single + \$1,500 Family	(\$143,820)	Not Reported
Deductible and Out of Pockets – All Plans	Varies by Plan	+ \$250 Single + \$750 Family	(\$78,447)	Not Reported
ER Copay	\$150	\$150 Deductible/Coinsurance	(\$39,224)	117 Visits
Prescription Drugs				
Step Therapy – No Grandfathering	n/a	Step Therapy	(\$67,190)	58 Members
Mandatory Mail Maintenance Drugs	Optional Mail	Mandatory Mail with 2 Refills at Retail	(\$34,531)	371 Members
Pharmacy Network	Current Broad Network	Aetna Value Network Excludes Walgreens	(\$18,000)	490 Members
Specialty Pharmacy	20% to \$100 Per Script	20% to \$200 Per Script	(\$10,895)	Not Reported

\$ Savings from Blue Shaded Adjustments = \$438,764

Benchmarking Comparison

	Benchmark	Benchmark	La Porte			City of Deer Park	
Plans Offered	Non HDHP	HDHP	3			2	
Plan Year			2017			2016-2017	
Plan Type			PPO 500	HF 1000	HF 1500	PPO Buy-Up	PPO
Subscriber Enrollment			174	122	40	209	43
% of Subscriber Enrollment			51.8%	36.3%	11.9%	82.9%	17.1%
H.S.A or H.R.A. Contribution			n/a	\$500 EE \$1,000 Family	\$500 EE \$1,000 Family	n/a	n/a
Individual deductible	\$673	\$2,520	\$500	\$1,000	\$1,500	\$0	\$1,500
Family deductible	\$1,827	\$5,000	\$1,500	\$3,000	\$4,500	\$0	\$3,000
Individual Out of Pocket	\$3,054	\$4,100	\$3,500	\$3,000	\$4,200	\$3,000	\$4,000
Family Out of Pocket	\$7,462	\$7,970	\$10,500	\$9,000	\$12,600	\$6,000	\$8,000
Coinsurance	18%	14%	20%	20%	20%	30%	20%
Office Visits/Dr. Services	\$25 PCP Copay/ \$50 Specialist	15% after deductible	\$25 PCP Copay / \$40 Specialist	20% after deductible	20% after deductible	30% after deductible	\$25 copay
Urgent Care	\$60 Copay	15% after deductible	\$40 Copay	20% after deductible	20% after deductible	30% after deductible	\$50 copay
Emergency Room	\$150 Copay + Coinsurance	15% after deductible	\$150 Copay	20% after deductible	20% after deductible	30% after deductible	\$100 copay, 20% for certain services
Inpatient Surgery	16% after deductible	15% after deductible	20% after deductible	20% after deductible	20% after deductible	30% after deductible	20% after deductible
Pharmacy - Retail Only	Tier 1 - \$10 Tier 2 - \$35 Tier 3 - \$60	Ded./Coins.	Tier 1 - \$10 Tier 2 - \$30 Tier 3 - \$60	Tier 1 - \$10 Tier 2 - \$30 Tier 3 - \$60	Tier 1 - \$10 Tier 2 - \$30 Tier 3 - \$60	Tier 1 - \$5 Tier 2 - \$43 Tier 3 - \$65	Tier 1 - \$5 Tier 2 - \$43 Tier 3 - \$65

Benchmarking Comparison

Employee Contributions	Benchmark	Benchmark	La Porte			City of Deer Park	
			Non HDHP	HDHP	PPO 500	HF 1000	HF 1500
Plan							
Employee	\$30	\$16	\$55	\$23	\$15	\$49	\$0
EE + Spouse	\$257	\$236	\$166	\$130	\$105	\$305	\$181
EE + Child	\$191	\$157	\$155	\$120	\$95	\$203	\$109
EE + Family	\$364	\$352	\$185	\$156	\$121	\$418	\$260

*These rates are for non-tobacco users

Per Capita Cost	Average of All Cities	La Porte	City of Deer Park
Total Per Capita Cost	\$10,924	\$18,876	\$10,450
Employer Per Capita Cost	\$9,073	\$17,512	\$8,822
Employee Per Capita Cost	\$1,824	\$1,364	\$1,434

Hourly Rate Contribution Analysis*	Average of All Cities	La Porte	City of Deer Park
Total Hourly Rate	\$5.25	\$9.08	\$5.02
Employer Hourly Rate	\$4.36	\$8.42	\$4.24
Employee Hourly Rate	\$0.88	\$0.66	\$0.69

*Hourly Rate Analysis = Per Capita / 2080 Hours

Per Capita Cost	Average of All Cities	La Porte	City of Deer Park
% Employer Funded	83.1%	92.8%	84.4%
% Employee Funded	16.9%	7.2%	15.6%

III. Plan Contribution Strategy



2017 Current Contributions

Enrollment		Unit Costs - Monthly				Total Costs - Monthly
PPO 500	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee Only	196	\$906.05	\$850.83	93.9%	\$55.22	\$55.22
+ Spouse	43	\$1,087.25	\$976.72	89.8%	\$110.53	\$165.75
+ Child(ren)	28	\$724.83	\$624.89	86.2%	\$99.94	\$155.16
+ Family	79	\$1,721.49	\$1,591.39	92.4%	\$130.10	\$185.32
Premium Contributions	196	\$4,567,572	\$4,223,747	92.5%	\$343,826	

Health Fund 1000	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee Only	154	\$650.91	\$628.20	96.5%	\$22.71	\$22.71
+ Spouse	23	\$781.10	\$673.46	86.2%	\$107.64	\$130.35
+ Child(ren)	20	\$520.74	\$423.37	81.3%	\$97.37	\$120.08
+ Family	39	\$1,236.73	\$1,103.83	89.3%	\$132.90	\$155.61
Premium Contributions	154	\$2,122,229	\$1,964,986	92.6%	\$157,243	
HRA Contributions	154	\$118,000	\$118,000	100.0%	n/a	
Total Contributions	154	\$2,240,229	\$2,082,986	93.0%	\$157,243	

HRA Contributions Employee Family
 \$500 \$1,000

Health Fund 1500	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee Only	51	\$631.27	\$616.62	97.7%	\$14.65	\$14.65
+ Spouse	3	\$757.53	\$667.18	88.1%	\$90.35	\$105.00
+ Child(ren)	8	\$505.02	\$424.42	84.0%	\$80.60	\$95.25
+ Family	16	\$1,199.42	\$1,093.39	91.2%	\$106.03	\$120.68
Premium Contributions	51	\$692,379	\$652,066	94.2%	\$40,314	
HRA Contributions	51	\$39,000	\$39,000	100.0%	n/a	
Total Contributions	51	\$731,379	\$691,066	94.5%	\$40,314	

HRA Contributions Employee Family
 \$500 \$1,000

All Plans	Full Time Employees	Total Medical Cost	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	401	\$7,539,180	\$6,997,798	92.8%	\$541,382

2018 Renewal Contributions

City of La Porte Proposed - Non Tobacco Rates – No Medical Rate Changes Warranted

Enrollment		Unit Costs - Monthly				Total Costs - Monthly		
PPO 500	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Employee Only	196	\$906.05	\$850.83	93.9%	\$55.22	\$55.22	\$0.00	0.0%
+ Spouse	43	\$1,087.25	\$976.72	89.8%	\$110.53	\$165.75	\$0.00	0.0%
+ Child(ren)	28	\$724.83	\$624.89	86.2%	\$99.94	\$155.16	\$0.00	0.0%
+ Family	79	\$1,721.49	\$1,591.39	92.4%	\$130.10	\$185.32	\$0.00	0.0%
Premium Contributions	196	\$4,567,572	\$4,223,747	92.5%	\$343,826			

Health Fund 1000	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Employee Only	154	\$650.91	\$628.20	96.5%	\$22.71	\$22.71	\$0.00	0.0%
+ Spouse	23	\$781.10	\$673.46	86.2%	\$107.64	\$130.35	\$0.00	0.0%
+ Child(ren)	20	\$520.74	\$423.37	81.3%	\$97.37	\$120.08	\$0.00	0.0%
+ Family	39	\$1,236.73	\$1,103.83	89.3%	\$132.90	\$155.61	\$0.00	0.0%
Premium Contributions	154	\$2,122,229	\$1,964,986	92.6%	\$157,243			
HRA Contributions	154	\$118,000	\$118,000	100.0%	n/a			
Total Contributions	154	\$2,240,229	\$2,082,986	93.0%	\$157,243			

HRA Contributions
Employee \$500 Family \$1,000

Health Fund 1500	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Employee Only	51	\$631.27	\$616.62	97.7%	\$14.65	\$14.65	\$0.00	0.0%
+ Spouse	3	\$757.53	\$667.18	88.1%	\$90.35	\$105.00	\$0.00	0.0%
+ Child(ren)	8	\$505.02	\$424.42	84.0%	\$80.60	\$95.25	\$0.00	0.0%
+ Family	16	\$1,199.42	\$1,093.39	91.2%	\$106.03	\$120.68	\$0.00	0.0%
Premium Contributions	51	\$692,379	\$652,066	94.2%	\$40,314			
HRA Contributions	51	\$39,000	\$39,000	100.0%	n/a			
Total Contributions	51	\$731,379	\$691,066	94.5%	\$40,314			

HRA Contributions
Employee \$500 Family \$1,000

All Plans	Full Time Employees	Total Medical Cost	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	401	\$7,539,180	\$6,997,798	92.8%	\$541,382
Change from current (\$)		\$0	\$0		\$0
Change from current (%)		0.0%	0.0%		0.0%

2018 Contribution – 85% Share Illustrative

City of La Porte

Proposed - Non Tobacco Rates - 1 Year Migration to 85% City Subsidy Through Dependent Subsidy Reductions

Enrollment		Unit Costs - Monthly				Total Costs - Monthly		
PPO 500	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Employee Only	196	\$906.05	\$850.83	93.9%	\$55.22	\$55.22	\$0.00	0.0%
+ Spouse	43	\$1,087.25	\$804.57	74.0%	\$282.69	\$337.91	\$172.16	103.9%
+ Child(ren)	28	\$724.83	\$536.38	74.0%	\$188.46	\$243.68	\$88.52	57.0%
+ Family	79	\$1,721.49	\$1,273.90	74.0%	\$447.59	\$502.81	\$317.49	171.3%
Premium Contributions	196	\$4,567,572	\$3,804,195	83.3%	\$763,377			

	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Health Fund 1000								
Employee Only	154	\$650.91	\$628.20	96.5%	\$22.71	\$22.71	\$0.00	0.0%
+ Spouse	23	\$781.10	\$578.01	74.0%	\$203.09	\$225.80	\$95.45	73.2%
+ Child(ren)	20	\$520.74	\$385.35	74.0%	\$135.39	\$158.10	\$38.02	31.7%
+ Family	39	\$1,236.73	\$915.18	74.0%	\$321.55	\$344.26	\$188.65	121.2%
Premium Contributions	154	\$2,122,229	\$1,841,229	86.8%	\$281,000			
HRA Contributions	154	\$118,000	\$118,000	100.0%	n/a			
Total Contributions	154	\$2,240,229	\$1,959,229	87.5%	\$281,000			

HRA Contributions Employee \$500 Family \$1,000

	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Health Fund 1500								
Employee Only	51	\$631.27	\$616.62	97.7%	\$14.65	\$14.65	\$0.00	0.0%
+ Spouse	3	\$757.53	\$560.57	74.0%	\$196.96	\$211.61	\$106.61	101.5%
+ Child(ren)	8	\$505.02	\$373.71	74.0%	\$131.30	\$145.95	\$50.70	53.2%
+ Family	16	\$1,199.42	\$887.57	74.0%	\$311.85	\$326.50	\$205.82	170.5%
Premium Contributions	51	\$692,379	\$603,843	87.2%	\$88,537			
HRA Contributions	51	\$39,000	\$39,000	100.0%	n/a			
Total Contributions	51	\$731,379	\$642,843	87.9%	\$88,537			

HRA Contributions Employee \$500 Family \$1,000

All Plans	Full Time Employees	Total Medical Cost	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	401	\$7,539,180	\$6,406,267	85.0%	\$1,132,913
Change from current (\$)		\$0	(\$591,531)		\$591,531
Change from current (%)		0.0%	-8.5%		109.3%

*Assumes No Employee Plan Migration between plans – Conservative Approach.

2018 Contribution Option 2

City of La Porte Proposed - Non Tobacco Rates - 5 Year Migration to 85% City Subsidy Through Dependent Subsidy Reductions

Enrollment		Unit Costs - Monthly				Total Costs - Monthly		
PPO 500	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Employee Only	196	\$906.05	\$850.83	93.9%	\$55.22	\$55.22	\$0.00	0.0%
+ Spouse	43	\$1,087.25	\$942.29	86.7%	\$144.96	\$200.18	\$34.43	20.8%
+ Child(ren)	28	\$724.83	\$607.19	83.8%	\$117.64	\$172.86	\$17.70	11.4%
+ Family	79	\$1,721.49	\$1,527.89	88.8%	\$193.60	\$248.82	\$63.50	34.3%
Premium Contributions	196	\$4,567,572	\$4,139,837	90.6%	\$427,736			

Health Fund 1000		Unit Costs - Monthly				Total Costs - Monthly		
	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Employee Only	154	\$650.91	\$628.20	96.5%	\$22.71	\$22.71	\$0.00	0.0%
+ Spouse	23	\$781.10	\$654.37	83.8%	\$126.73	\$149.44	\$19.09	14.6%
+ Child(ren)	20	\$520.74	\$415.76	79.8%	\$104.97	\$127.68	\$7.60	6.3%
+ Family	39	\$1,236.73	\$1,066.10	86.2%	\$170.63	\$193.34	\$37.73	24.2%
Premium Contributions	154	\$2,122,229	\$1,940,235	91.4%	\$181,994			
HRA Contributions	154	\$118,000	\$118,000	100.0%	n/a			
Total Contributions	154	\$2,240,229	\$2,058,235	91.9%	\$181,994			

HRA Contributions
Employee \$500 Family \$1,000

Health Fund 1500		Unit Costs - Monthly				Total Costs - Monthly		
	Full Time Employees	Medical Rate	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)	Total Employee Contribution Δ (\$)	Total Employee Contribution Δ (%)
Employee Only	51	\$631.27	\$616.62	97.7%	\$14.65	\$14.65	\$0.00	0.0%
+ Spouse	3	\$757.53	\$645.86	85.3%	\$111.67	\$126.32	\$21.32	20.3%
+ Child(ren)	8	\$505.02	\$414.28	82.0%	\$90.74	\$105.39	\$10.14	10.6%
+ Family	16	\$1,199.42	\$1,052.23	87.7%	\$147.19	\$161.84	\$41.16	34.1%
Premium Contributions	51	\$692,379	\$642,421	92.8%	\$49,958			
HRA Contributions	51	\$39,000	\$39,000	100.0%	n/a			
Total Contributions	51	\$731,379	\$681,421	93.2%	\$49,958			

HRA Contributions
Employee \$500 Family \$1,000

All Plans	Full Time Employees	Total Medical Cost	La Porte Contribution (\$)	La Porte Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	401	\$7,539,180	\$6,879,492	91.2%	\$659,688
Change from current (\$)		\$0	(\$118,306)		\$118,306
Change from current (%)		0.0%	-1.7%		21.9%

*Assumes No Employee Plan Migration between plans. - Conservative Approach

2018 Contribution – Option 3

	2017	2018	2018	2018
Healthcare Plans	Enrollment	Grandfathered	New Entrants	Total
PPO				
EE	46	40	0	40
EE+ES	43	37	0	37
EE+EC	28	24	0	24
FAM	79	68	0	68
AHF 1000				
EE	72	63	0	63
EE+ES	23	20	0	20
EE+EC	20	17	0	17
FAM	39	34	0	34
AHF 1500				
EE	24	21	25	46
EE+ES	3	3	3	6
EE+EC	8	7	8	15
FAM	16	14	17	31
SUM	401	348	53	401
Total Cost (w/ HRA)	\$7,539,180	\$6,527,723	\$936,985	\$7,464,708
City Cost (w/ HRA)	\$6,997,798	\$6,059,532	\$844,353	\$6,903,885
Employee Cost	\$541,382	\$468,191	\$92,632	\$560,823
Total Difference				(\$93,913)

**Assumes 14% annual attrition and new hires can only enroll in AHF 1500 plan.*

2018 Contribution – Option 4

	2017	2018	2018	2018
Healthcare Plans	Enrollment	Grandfathered	New Entrants	Total
PPO				
EE	46	40	0	40
EE+ES	43	37	0	37
EE+EC	28	24	0	24
FAM	79	68	0	68
AHF 1000				
EE	72	63	19	82
EE+ES	23	20	6	26
EE+EC	20	17	5	22
FAM	39	34	10	44
AHF 1500				
EE	24	21	6	27
EE+ES	3	3	1	4
EE+EC	8	7	2	9
FAM	16	14	4	18
SUM	401	348	53	401
Total Cost (w/ HRA)	\$7,539,180	\$6,527,723	\$942,540	\$7,470,263
City Cost (w/ HRA)	\$6,997,798	\$6,059,532	\$847,538	\$6,907,070
Employee Cost	\$541,382	\$468,191	\$95,002	\$563,193
Total Difference				(\$90,728)

**Assumes 14% annual attrition and new hires can only enroll in either AHF 1000 or AHF 1500 plan.*



CORPORATE BENEFITS CONSULTING
INSURANCE PLANNING SERVICES
RETIREMENT PLAN CONSULTING
DALLAS - AUSTIN - HOUSTON

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Requested By: Michael Dolby, CPA

Department: Finance

Report: **Resolution:** **Ordinance:** XX

Exhibits: Ordinance

Exhibits: Copy of Public Hearing Notice

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

The City Council held budget workshops on August 14 through August 15, 2017 to discuss proposed budgets for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

The Summary of Funds, which is shown below, represents the result of the workshops held with City Council. All changes made by Council were incorporated into the various budgets.

	Revised 2017	Proposed 2018
General Fund	\$ 46,725,747	48,835,470
Grant Fund	1,417,967	1,152,584
Street Maintenance Sales Tax Fund	2,146,395	1,930,000
Emergency Services District Sales Tax Fund	1,328,040	1,087,507
Hotel/Motel Occupancy Tax	982,138	708,805
Economic Development Corporation	3,729,998	3,834,526
Tax Increment Reinvestment Zone	2,763,115	1,991,430
Utility	7,019,872	7,078,221
Airport	185,290	308,372
La Porte Area Water Authority	1,228,497	1,569,743
Motor Pool	3,338,057	1,901,834
Insurance Fund	7,659,045	8,383,353
Technology Fund	394,646	320,500
General Capital Improvement	5,040,024	3,721,574
Utility Capital Improvement	1,720,591	2,005,000
Sewer Rehabilitation Capital Improvement	339,409	350,000
Drainage Improvement Fund	572,596	105,000
2006 Certificates of Obligation Bond Fund	0	563,592
2010 Certificates of Obligation Bond Fund	9,137	1,165,846
2015 Certificates of Obligation Bond Fund	5,357,624	609,386
TWDB Loan Fund	0	500,000
General Debt Service	3,913,706	4,526,924
Utility Debt Service	0	0
La Porte Area Water Authority Debt Service	0	0
Total of All Funds	\$95,871,894	\$92,649,667

There is no change in the Tax Rate, which has remained constant for the last twenty-nine years.

Action Required by Council:

Conduct Public Hearing
 Adopt Ordinance approving Fiscal Year 2017-18 Proposed Budget.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the Charter of the City of La Porte, Texas, and the Statutes of the State of Texas, require that an annual budget be prepared and presented to the City Council of the City of La Porte, Texas, prior to the beginning of the fiscal year of said City, and that a public hearing be held prior to the adoption of said Budget; and

WHEREAS, the Budget for the fiscal year October 1, 2017, through September 30, 2018, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on July 24, 2017, and a public hearing scheduled for September 11, 2017 was duly advertised and held.

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

SECTION 1: That the Budget for the City of La Porte, Texas, now before the said City Council for consideration, a complete copy of which is on file with the City Secretary and incorporated hereto by reference, is hereby adopted as the Budget for the said City of La Porte, Texas, for the period of October 1, 2017, through September 30, 2018.

SECTION 2: Be it FURTHER ORDAINED, that the said City Council finds that all things requisite and necessary to the adoption of said Budget have been performed as required by charter or statute.

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

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

PASSED AND APPROVED this the 11th day of September, 2017.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:


Clark T. Askins, Assistant City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, ADOPTING THE 2017 APPRAISAL ROLL OF THE HARRIS COUNTY APPRAISAL DISTRICT.

WHEREAS, the Harris County Appraisal District has submitted to the City Council of the City of La Porte, for approval, the 2017 tax appraisal roll; and

WHEREAS, the City Council is of the opinion that the 2017 appraisal roll with the amounts shown therein should be adopted;

WHEREAS, the Harris County Appraisal District has certified to the City Council that there was situated in the City of La Porte, as of January 1, 2017, property with a total appraised value of \$3,588,384,983.00 and a total taxable value of \$2,936,086,076.00.

WHEREAS, new personal property added to the appraisal roll had a total taxable value of \$73,330,612 as of January 1, 2017;

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

Section 1. The 2017 tax appraisal roll, showing that there was situated in the City of La Porte, as of January 1, 2017, property with a total appraised value of \$3,588,384,983.00 and a total taxable value of \$2,936,086,076.00, as submitted by the Harris County Appraisal District, is hereby adopted;

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 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 11th day of September, 2017.

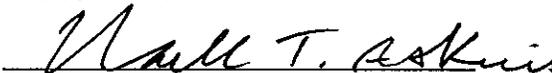
CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney

PUBLIC NOTICES

To Place Legal and Public Notices: Email editor@bayareaobserver.com or Call 281-907-3140

NOTICE OF PUBLIC HEARING OF THE PLANNING AND ZONING COMMISSION ON SPECIAL CONDITIONAL USE PERMIT REQUEST # 17-91000003

Notice is hereby given that the La Porte Planning and Zoning Commission will conduct a public hearing at **6:00 P.M.** on the **21st day of September, 2017**, in the Council Chambers of the City Hall, 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte's Code of Ordinances, and the provisions of the Texas Local Government Code.

The purpose of the public hearing is to receive public input on Special Conditional Use Permit #17-91000003, requested by Alan Calaway, applicant; to allow for an Indoor Gun Range and Retail Space, to locate on a tract of land legally described as the northern 256' wide strip of Tract 1L, Johnson Hunter Survey, Abstract No. 35.

Following the public hearing, the Planning and Zoning Commission will act upon the public hearing item and conduct other matters pertaining to the Commission.

Citizens wishing to address the Commission pro or con during the public hearing are required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, City Secretary

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by City Council as a governmental body. In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodation for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

NOTICE OF PUBLIC HEARING OF THE PLANNING AND ZONING COMMISSION ON SPECIAL CONDITIONAL USE PERMIT REQUEST # 17-91000002

Notice is hereby given that the La Porte Planning and Zoning Commission will conduct a public hearing at **6:00 P.M.** on the **21st day of September, 2017**, in the Council Chambers of the City Hall, 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte's Code of Ordinances, and the provisions of the Texas Local Government Code.

The purpose of the public hearing is to receive public input on Special Conditional Use Permit (SCUP) #17-91000002, requested by Jeff Davis, applicant; on behalf of Port of Houston Authority of Harris County, Texas, owner; to amend the existing SCUP allowing for the hours of operation to be extended on a tract of land legally described as Reserve A, Block 1, Port of Houston Authority.

Following the public hearing, the Planning and Zoning Commission will act upon the public hearing item and conduct other matters pertaining to the Commission.

Citizens wishing to address the Commission pro or con during the public hearing are required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, City Secretary

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by City Council as a governmental body. In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodation for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

City of La Porte Solicitation: The City of La Porte Sealed Bid #17026– Pine Bluff Subdivision Improvements Project will be accepted until 2:00 p.m. on Tuesday, September 19, 2017 at the City Hall Information Desk located at 604 W. Fairmont Pkwy., La Porte, TX 77571. Solicitations will be opened and read immediately following the closing hour. For information to register and bid visit: www.publicpurchase.com. For questions, contact purchasing@laportetx.gov.

NOTICE OF PUBLIC HEARING OF THE PLANNING AND ZONING COMMISSION ON ZONE CHANGE REQUEST #17-92000003

Notice is hereby given that the La Porte Planning and Zoning Commission will conduct a public hearing at **6:00 P.M.** on the **21st day of September, 2017**, in the Council Chambers of City Hall, 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte Code of Ordinances and the provisions of the Texas Local Government Code.

The purpose of the hearing is to receive public input on Zone Change Request #17-92000003, a request by Jeff Presnal of Cypressbrook Management Company, LP, applicant, on behalf of Carrington F. Weems, owner. The request is for approval of a zone change from General Commercial (GC) to Planned Unit Development (PUD), on a 5.051 acre tract of land, legally described as Blocks 1143 and 1144, La Porte Subdivision.

Following the public hearing, the Planning and Zoning Commission will act upon the public hearing item and conduct other matters pertaining to the Commission.

Citizens wishing to address the Commission pro or con during the public hearing are required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, City Secretary

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by City Council as a governmental body. In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodation for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. For more information, please contact Patrice Fogarty, City Secretary, at (281) 470-5019.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of La Porte will hold a Public Hearing on the 11th day of September 2017, in the Council Chambers of the City Hall, 604 West Fairmont Parkway, La Porte, Texas, beginning at 6:00 P.M. The purpose of this hearing is to provide citizens the opportunity to comment on the overall budget.

This budget will raise more total property taxes than last year's budget by \$2,500,000.00, which is a 13.59 percent increase from last year's budget, and of that amount, \$692,737 is tax revenue to be raised from new property added to the tax roll this year.

The City of La Porte must, by Charter requirement, adopt its fiscal budget by September 30, 2017. Copies of the adopted budget will be available for public inspection and copying at the office of the City Secretary, City Hall, 604 West Fairmont Parkway, La Porte, Texas, during normal business hours. Copies will also be made available on the City's website.

CITY OF LA PORTE
Patrice Fogarty, TRMC, MMC
City Secretary

NOTICE OF A PUBLIC HEARING OF THE CITY OF MORGAN'S POINT CITY COUNCIL

SEPTEMBER 12, 2017 at 7:00 P.M.

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE CITY OF MORGAN'S POINT CITY COUNCIL, AT 7:00 P.M., TUESDAY, SEPTEMBER 12, 2017, IN THE COUNCIL CHAMBERS, MORGAN'S POINT CITY HALL, 1415 EAST MAIN STREET, MORGAN'S POINT, TEXAS.

The purpose of the hearing is to receive comments from interested citizens regarding disposal of certain equipment deemed surplus to the City's needs. A list of the equipment will be available at the City Hall beginning August 31, 2017.

Brian Schneider
City Administrator
City of Morgan's Point

Published August 31, 2017

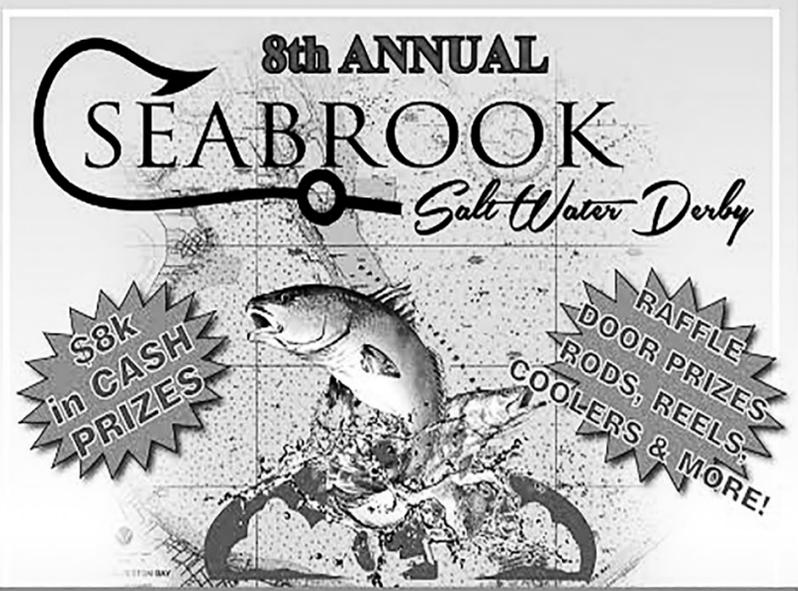


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TOURNAMENT-FRI. SEPT. 29th

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Register Online and Sponsorship Info:
SEABROOKSALTWATERDERBY.COM



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Appropriation

Requested By: Michael Dolby

Source of Funds: _____

Department: Finance

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

SUMMARY & RECOMMENDATIONS

House Bill 3195, passed by the Texas Legislature in 2007, amends Section 102.007 of the Texas Local Government Code to require that the Council must take a separate vote to ratify increased property tax revenues that are reflected in the budget. The FY 2017-18 budget is projected to raise more property tax revenues than in FY 2016-17; therefore, the Council is required to take a separate vote to ratify the property tax revenue increase. The projected increase in revenues from property taxes is reflected in the budget as presented.

The budget for FY 2017-18 includes projected revenues from property taxes that are greater than the revenues from property taxes in the FY 2016-17 budget by \$2,500,000.00 and of that amount \$692,737.00 is tax revenue to be raised from new property added to the tax roll this year.

Although, the 2017-18 budget shows an increase over the 2016-17 budget, the actual property tax collections for the 2016-17 fiscal year are estimated to be \$17,700,000, which is the same as the proposed collections.

Action Required of Council:

Request Council to vote on ratification of property tax revenue increase.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Requested By: Michael Dolby

Department: Finance

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: N/A

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Resolution

2. Certification from HCAD

SUMMARY & RECOMMENDATIONS

On August 21, 2017, the City of La Porte received the Certified Appraisal Roll from the Harris County Appraisal District.

Section 26.04 of the State Property Tax Code requires the submission of the Appraisal Roll to the Governing Body.

The 2017 Certified Tax Roll for the City of La Porte, as received from the Harris County Appraisal District (HCAD), shows a total appraised value of \$3,588,384,983 and a total taxable value of \$2,936,086,076.

Action Required of Council:

Approve Resolution for acceptance of the appraisal roll.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, ADOPTING THE 2017 APPRAISAL ROLL OF THE HARRIS COUNTY APPRAISAL DISTRICT.

WHEREAS, the Harris County Appraisal District has submitted to the City Council of the City of La Porte, for approval, the 2017 tax appraisal roll; and

WHEREAS, the City Council is of the opinion that the 2017 appraisal roll with the amounts shown therein should be adopted;

WHEREAS, the Harris County Appraisal District has certified to the City Council that there was situated in the City of La Porte, as of January 1, 2017, property with a total appraised value of \$3,588,384,983.00 and a total taxable value of \$2,936,086,076.00.

WHEREAS, new personal property added to the appraisal roll had a total taxable value of \$73,330,612 as of January 1, 2017;

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

Section 1. The 2017 tax appraisal roll, showing that there was situated in the City of La Porte, as of January 1, 2017, property with a total appraised value of \$3,588,384,983.00 and a total taxable value of \$2,936,086,076.00, as submitted by the Harris County Appraisal District, is hereby adopted;

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 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 11th day of September, 2017.

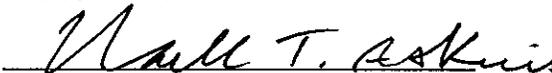
CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney

HARRIS COUNTY APPRAISAL DISTRICT
HOUSTON, TEXAS

THE STATE OF TEXAS, }
COUNTY OF HARRIS. }

2017
CERTIFICATION OF APPRAISAL ROLL AND
LISTING OF PROPERTIES UNDER SECS. 26.01(c) AND (d)
FOR
City of La Porte

Pursuant to Section 26.01(a), Texas Tax Code, I hereby certify the 2017 appraisal roll of properties taxable by City of La Porte. The roll is delivered in electronic form.

The total appraised value now on the appraisal roll for this unit is: \$3,588,384,983

The taxable value now on the appraisal roll for this unit is: \$2,936,086,076

As required by Section 26.01(c), Texas Tax Code, I have included with your roll a listing of those properties which are taxable by the unit but which are under protest and are therefore not included in the appraisal roll values approved by the appraisal review board and certified above. My estimate of the total taxable value which will be assigned to such properties if the owners' claims are upheld by the appraisal review board is: \$194,167,556

Pursuant to Section 26.01(d), Texas Tax code, the estimated value of taxable property not under protest and not yet included on the certified appraisal roll, after hearing loss, is \$157,824,351

Signed this 25th day of August, 2017



Roland Altinger

Roland Altinger, CAE, RPA, CTA
Chief Appraiser

ASSESSOR'S ACKNOWLEDGEMENT

As tax assessor/collector of the above-named taxing unit, I hereby acknowledge receipt of the certified 2017 appraisal roll on this the 25th day of August, 2017

Charles Piggie

071 CITY OF LAPORTE
TAX YEAR: 2017

HARRIS COUNTY APPRAISAL DISTRICT
PROPERTY USE CATEGORY RECAP
CERTIFIED ROLL 00

LAST UPDATED: 08/11/2017
DELV DATE: 08/25/2017

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
A1 Real, Residential, Single-Family	9,863	2,380.2030	1,556,155,337	1,514,750,017	0	380,625,297	1,134,124,720
A2 Real, Residential, Mobile Homes	78	21.1208	3,608,316	3,339,439	0	520,723	2,818,716
B1 Real, Residential, Multi-Family	21	68.1680	54,905,616	54,905,616	0	43,351	54,862,265
B2 Real, Residential, Two-Family	59	10.0475	5,570,685	5,566,860	0	114,002	5,452,858
B3 Real, Residential, Three-Family	0	0.0000	0	0	0	0	0
B4 Real, Residential, Four- or More-Family	0	0.0000	0	0	0	0	0
C1 Real, Vacant Lots/Tracts	807	210.7692	17,412,201	16,347,445	0	196,206	16,151,239
C2 Real, Vacant Commercial	478	505.8247	52,236,737	52,236,668	0	155,289	52,081,379
C3 Real, Vacant	53	36.3816	1,076,070	1,065,471	0	0	1,065,471
D1 Real, Qualified Agricultural Land	48	737.2191	33,001,910	0	199,500	0	199,500
D2 Real, Unqualified Agricultural Land	49	683.9929	32,302,957	32,302,957	0	0	32,302,957
E1 Real, Farm & Ranch Improved	6	11.8012	2,430,322	2,296,679	0	699,336	1,597,343
F1 Real, Commercial	595	1,207.2464	718,461,471	717,265,511	0	151,286	717,114,225
F2 Real, Industrial	57	783.7705	332,023,828	332,023,828	0	398,273	331,625,555
G1 Oil and Mineral Gas Reserves	0	0.0000	0	0	0	0	0
G2 Real Property Other Mineral Reserves	0	0.0000	0	0	0	0	0
H1 Tangible, Vehicles	0	0.0000	0	0	0	0	0
H2 Tangible, Goods In Transit	0	0.0000	0	0	0	0	0
I1 Real, Banks	0	0.0000	0	0	0	0	0
J1 Real & Tangible Personal, Utility Water	0	0.0000	0	0	0	0	0

071 CITY OF LAPORTE
 TAX YEAR: 2017

HARRIS COUNTY APPRAISAL DISTRICT
 PROPERTY USE CATEGORY RECAP
 CERTIFIED ROLL 00

LAST UPDATED: 08/11/2017
 DELV DATE: 08/25/2017

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
J2 Gas Companies	2	0.0000	4,493,290	4,493,290	0	0	4,493,290
J3 Electric Companies	26	92.3902	22,026,856	22,026,856	0	0	22,026,856
J4 Telephone Companies	4	0.0000	3,307,570	3,307,570	0	0	3,307,570
J5 Railroads	24	179.3445	6,373,800	6,373,800	0	0	6,373,800
J6 Pipelines	126	3.7460	17,146,369	17,146,369	0	231,914	16,914,455
J7 Major Cable Television Systems	2	0.0000	5,659,620	5,659,620	0	0	5,659,620
L1 Tangible, Commercial	664	0.0000	199,562,863	199,562,863	0	26,583	199,536,280
L2 Tangible, Industrial	227	0.0000	348,913,536	348,913,536	0	29,518,371	319,395,165
M1 Tangible, Nonbusiness Watercraft	0	0.0000	0	0	0	0	0
M2 Tangible, Nonbusiness Aircraft	0	0.0000	0	0	0	0	0
M3 Tangible, Mobile Homes	527	0.0000	7,057,849	7,057,849	0	827,445	6,230,404
M4 Tangible, Miscellaneous	0	0.0000	0	0	0	0	0
N1 Intangibles	0	0.0000	0	0	0	0	0
O1 Inventory	19	3.0915	70,092	70,092	0	0	70,092
O2 Inventory	0	0.0000	0	0	0	0	0
S1 Dealer Inventory	22	0.0000	2,682,316	2,682,316	0	0	2,682,316
U0 Unknown	0	0.0000	0	0	0	0	0
XA Public Property for Housing Indigent Persons	0	0.0000	0	0	0	0	0
XB Income Producing Personal Property (<\$500)	0	0.0000	0	0	0	0	0
XC Mineral Interest (<\$500)	0	0.0000	0	0	0	0	0

071 CITY OF LAPORTE
 TAX YEAR: 2017

HARRIS COUNTY APPRAISAL DISTRICT
 PROPERTY USE CATEGORY RECAP
 CERTIFIED ROLL 00

LAST UPDATED: 08/11/2017
 DELV DATE: 08/25/2017

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
XD Improving Property for Housing w/ Volunteer Labor	0	0.0000	0	0	0	0	0
XE Community Housing Development Organizations	0	0.0000	0	0	0	0	0
XF Assisting Ambulatory Health Care Centers	0	0.0000	0	0	0	0	0
XG Primarily Performing Charitable Functions	2	2.0088	755,660	755,660	0	755,660	0
XH Developing Model Colonia Subdivisions	0	0.0000	0	0	0	0	0
XI Youth Spiritual, Mental and Physical Development	0	0.0000	0	0	0	0	0
XJ Private Schools	0	0.0000	0	0	0	0	0
XL Economic Development Services to Local Community	0	0.0000	0	0	0	0	0
XM Marine Cargo Containers	0	0.0000	0	0	0	0	0
XN Motor Vehicles Leased for Personal Use	0	0.0000	0	0	0	0	0
XO Motor Vehicles (Income Production & Personal Use)	0	0.0000	0	0	0	0	0
XP Offshore Drilling Equipment Not In Use	0	0.0000	0	0	0	0	0
XQ Intracoastal Waterway Dredge Disposal Site	0	0.0000	0	0	0	0	0
XR Nonprofit Water or Wastewater Corporations	0	0.0000	0	0	0	0	0
XS Raw Cocoa and Green Coffee Held in Harris County	0	0.0000	0	0	0	0	0
XT Limitation on Taxes in Certain Municipalities	0	0.0000	0	0	0	0	0
XU Miscellaneous Exemptions	0	0.0000	0	0	0	0	0
XV Other Exempt (Incl Public, Religious, Charitable)	860	1,697.5215	238,035,171	238,035,171	0	238,035,171	0
JURISDICTION TOTALS:	14,619	8,634.6474	\$3,665,270,442	\$3,588,185,483	\$199,500	\$652,298,907	\$2,936,086,076

071 CITY OF LAPORTE
TAX YEAR: 2017

HARRIS COUNTY APPRAISAL DISTRICT
PROPERTY USE CATEGORY RECAP
UNCERTIFIED ROLL 00

LAST UPDATED: 08/11/2017
DELV DATE: 08/25/2017

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
A1 Real, Residential, Single-Family	932	283.9073	142,312,328	135,311,545	0	24,302,561	111,008,984
A2 Real, Residential, Mobile Homes	4	1.0222	222,831	216,785	0	9,963	206,822
B1 Real, Residential, Multi-Family	2	1.6868	1,215,872	1,215,872	0	0	1,215,872
B2 Real, Residential, Two-Family	14	3.0718	1,813,157	1,813,157	0	0	1,813,157
B3 Real, Residential, Three-Family	0	0.0000	0	0	0	0	0
B4 Real, Residential, Four- or More-Family	0	0.0000	0	0	0	0	0
C1 Real, Vacant Lots/Tracts	183	56.7094	5,432,385	5,429,480	0	10,661	5,418,819
C2 Real, Vacant Commercial	143	127.4804	15,020,901	15,020,901	0	0	15,020,901
C3 Real, Vacant	16	17.2027	831,243	831,243	0	0	831,243
D1 Real, Qualified Agricultural Land	5	135.5232	3,560,896	0	7,880	0	7,880
D2 Real, Unqualified Agricultural Land	5	253.3995	6,097,631	6,097,631	0	0	6,097,631
E1 Real, Farm & Ranch Improved	0	0.0000	0	0	0	0	0
F1 Real, Commercial	113	104.8229	44,120,908	44,120,908	0	16,320	44,104,588
F2 Real, Industrial	2	10.0800	1,575,591	1,575,591	0	0	1,575,591
G1 Oil and Mineral Gas Reserves	0	0.0000	0	0	0	0	0
G2 Real Property Other Mineral Reserves	0	0.0000	0	0	0	0	0
H1 Tangible, Vehicles	0	0.0000	0	0	0	0	0
H2 Tangible, Goods In Transit	0	0.0000	0	0	0	0	0
I1 Real, Banks	0	0.0000	0	0	0	0	0
J1 Real & Tangible Personal, Utility Water	0	0.0000	0	0	0	0	0

HARRIS COUNTY APPRAISAL DISTRICT
PROPERTY USE CATEGORY RECAP
UNCERTIFIED ROLL 00

LAST UPDATED: 08/11/2017
DELV DATE: 08/25/2017

071 CITY OF LAPORTE
TAX YEAR: 2017

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
J2 Gas Companies	0	0.0000	0	0	0	0	0
J3 Electric Companies	0	0.0000	0	0	0	0	0
J4 Telephone Companies	1	1.1478	313,050	313,050	0	0	313,050
J5 Railroads	0	0.0000	0	0	0	0	0
J6 Pipelines	12	0.0000	512,760	512,760	0	0	512,760
J7 Major Cable Television Systems	0	0.0000	0	0	0	0	0
L1 Tangible, Commercial	653	0.0000	94,064,649	94,064,649	0	2,503,754	91,560,895
L2 Tangible, Industrial	191	0.0000	127,883,471	127,883,471	0	14,052,367	113,831,104
M1 Tangible, Nonbusiness Watercraft	0	0.0000	0	0	0	0	0
M2 Tangible, Nonbusiness Aircraft	0	0.0000	0	0	0	0	0
M3 Tangible, Mobile Homes	9	0.0000	121,132	121,132	0	0	121,132
M4 Tangible, Miscellaneous	0	0.0000	0	0	0	0	0
N1 Intangibles	0	0.0000	0	0	0	0	0
O1 Inventory	0	0.0000	0	0	0	0	0
O2 Inventory	0	0.0000	0	0	0	0	0
S1 Dealer Inventory	3	0.0000	102,343	102,343	0	0	102,343
U0 Unknown	0	0.0000	0	0	0	0	0
XA Public Property for Housing Indigent Persons	0	0.0000	0	0	0	0	0
XB Income Producing Personal Property (<\$500)	0	0.0000	0	0	0	0	0
XC Mineral Interest (<\$500)	0	0.0000	0	0	0	0	0

HARRIS COUNTY APPRAISAL DISTRICT
PROPERTY USE CATEGORY RECAP
UNCERTIFIED ROLL 00

LAST UPDATED: 08/11/2017
DELV DATE: 08/25/2017

071 CITY OF LAPORTE
TAX YEAR: 2017

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
XD Improving Property for Housing w/ Volunteer Labor	6	0.0000	281,212	281,212	0	281,212	0
XE Community Housing Development Organizations	0	0.0000	0	0	0	0	0
XF Assisting Ambulatory Health Care Centers	0	0.0000	0	0	0	0	0
XG Primarily Performing Charitable Functions	0	0.0000	0	0	0	0	0
XH Developing Model Colonia Subdivisions	0	0.0000	0	0	0	0	0
XI Youth Spiritual, Mental and Physical Development	0	0.0000	0	0	0	0	0
XJ Private Schools	0	0.0000	0	0	0	0	0
XL Economic Development Services to Local Community	0	0.0000	0	0	0	0	0
XM Marine Cargo Containers	0	0.0000	0	0	0	0	0
XN Motor Vehicles Leased for Personal Use	0	0.0000	0	0	0	0	0
XO Motor Vehicles (Income Production & Personal Use)	0	0.0000	0	0	0	0	0
XP Offshore Drilling Equipment Not In Use	0	0.0000	0	0	0	0	0
XQ Intracoastal Waterway Dredge Disposal Site	0	0.0000	0	0	0	0	0
XR Nonprofit Water or Wastewater Corporations	0	0.0000	0	0	0	0	0
XS Raw Cocoa and Green Coffee Held in Harris County	0	0.0000	0	0	0	0	0
XT Limitation on Taxes in Certain Municipalities	0	0.0000	0	0	0	0	0
XU Miscellaneous Exemptions	0	0.0000	0	0	0	0	0
XV Other Exempt (Incl Public, Religious, Charitable)	72	140.4119	29,576,030	29,576,030	0	29,076,423	499,607
JURISDICTION TOTALS:	2,366	1,136.4659	\$475,058,390	\$464,487,760	\$7,880	\$70,253,261	\$394,242,379

071 CITY OF LAPORTE
TAX YEAR: 2017

HARRIS COUNTY APPRAISAL DISTRICT
SUMMARY OF RESIDENTIAL HOMESTEADS SUBJECT TO 10% CAP
CERTIFIED ROLL 00

LAST UPDATED: 08/11/2017
DELV DATE: 08/25/2017

UNITS	MARKET	CAPPED	LOSS
3,590	\$556,133,193	\$513,980,786	\$42,152,407

SUMMARY FOR AVERAGE RESIDENTIAL VALUES - (A1 & A2)

	UNITS		MARKET	APPRAISED(CAP)	TAXABLE
ALL RESIDENCES	9,941	TOTAL	\$1,559,763,653	\$1,518,089,456	\$1,136,943,436
		AVERAGE	\$156,902	\$152,709	\$114,369
HOMESTEAD RESIDENCES	7,377	TOTAL	\$1,238,893,817	\$1,197,219,620	\$816,246,382
		AVERAGE	\$167,940	\$162,290	\$110,647

SUMMARY FOR AVERAGE RESIDENTIAL VALUES - (M3 Mobile Homes)

	UNITS		MARKET	APPRAISED(CAP)	TAXABLE
ALL RESIDENCES	527	TOTAL	\$7,057,849	\$7,057,849	\$6,230,404
		AVERAGE	\$13,392	\$13,392	\$11,822
HOMESTEAD RESIDENCES	107	TOTAL	\$1,430,286	\$1,430,286	\$615,341
		AVERAGE	\$13,367	\$13,367	\$5,750

071 CITY OF LAPORTE
TAX YEAR: 2017

HARRIS COUNTY APPRAISAL DISTRICT
SUMMARY OF RESIDENTIAL HOMESTEADS SUBJECT TO 10% CAP
UNCERTIFIED ROLL 00

LAST UPDATED: 08/11/2017
DELV DATE: 08/25/2017

UNITS	MARKET	CAPPED	LOSS
366	\$61,832,109	\$54,822,375	\$7,009,734

SUMMARY FOR AVERAGE RESIDENTIAL VALUES - (A1 & A2)

	UNITS	MARKET	APPRAISED(CAP)	TAXABLE
ALL RESIDENCES	936	\$142,535,159 \$152,281	\$135,528,330 \$144,795	\$111,215,806 \$118,820
HOMESTEAD RESIDENCES	553	\$95,464,193 \$172,629	\$88,521,214 \$160,074	\$64,208,690 \$116,109

SUMMARY FOR AVERAGE RESIDENTIAL VALUES - (M3 Mobile Homes)

	UNITS	MARKET	APPRAISED(CAP)	TAXABLE
ALL RESIDENCES	9	\$121,132 \$13,459	\$121,132 \$13,459	\$121,132 \$13,459
HOMESTEAD RESIDENCES				

071 CITY OF LAPORTE
 TAX YEAR: 2017

HARRIS COUNTY APPRAISAL DISTRICT
 UNCERTIFIED ROLL SUMMARY 00

LAST UPDATED: 08/11/2017
 DELV DATE: 08/25/2017

TYPE	UNITS	MARKET	APPRAISED	OWNERS VALUE	ESTIMATED FINAL TAXABLE VALUE WITH HEARING LOSS
ACCOUNTS ON HTS	1,283	241,715,881	233,561,478	221,601,836	194,167,556
ACCOUNTS ON PTS	758	139,587,089	137,348,283	120,283,751	101,038,462
OTHER ACCOUNTS	325	93,755,420	93,585,879	85,782,347	56,785,889
TOTAL UNCERTIFIED	2,366	\$475,058,390	\$464,495,640	\$427,667,934	\$351,991,907

Harris County Appraisal District

Certified Roll

LAST UPDATED: 08/11/2017

Tax Rate Worksheet

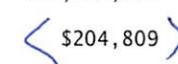
Data Summary For Jurisdiction 071 For Tax Year 2017

1.	Real Property New Improvements Value.....		\$66,383,727
2.	Personal Property New Improvements Value.....		\$6,742,076
3.	Last Year Taxable Value Becoming Exempt This Year.....		\$10,635,014
	A. Totally Exempt.....	\$219,132	
	B. Partially Exempt.....	\$10,415,882	
4.	Last Year Taxable Value Lost Due To New AG Use This Year.....		\$0
	A. Taxable Value.....	\$0	
	B. Productivity Value.....	\$0	
5.	Current Year Taxable Value of Over-65 Homesteads Transferred to Surviving Spouse.....		\$759,187
6.	Current Year Taxable Value Added by Annexations Last Year *		\$24,237,940
7.	Value Loss From Prior Year Lawsuits.....		\$230,378,744
	A. Initial Value.....	\$310,884,135	
	B. Final Value.....	\$80,505,391	
8.	TNRCC Pollution Control Exemption.....		\$43,835
9.	Last Year Losses Due To Substantial Error Corrections.....		\$7,577,735
10.	Current Year Appraised Value Loss Due to Capped Accounts.....		\$49,162,141
11.	New Improvements to the Land ***		\$204,809
12.	Market Value of Properties Not Under Protest and Not Included on the Appraisal Roll Certification **		
	A. Preceding Year.....		\$203,770,945
	B. Current Year Estimated.....		\$233,342,509
13.	Appraised Value of Properties Not Under Protest and Not Included on the Appraisal Roll Certification **		
	A. Preceding Year.....		\$201,415,445
	B. Current Year Estimated.....		\$230,934,162
14.	Exemption Value of Properties Not Under Protest and Not Included on the Appraisal Roll Certification **		
	A. Preceding Year.....		\$36,702,999
	B. Current Year Estimated.....		\$47,647,883
15.	Taxable Value of Properties Not Under Protest and Not Included on the Appraisal Roll Certification **		
	A. Preceding Year.....		\$164,712,446
	B. Current Year Estimated.....		\$183,286,279

\$73,125,803



Total NI \$73,330,612



* Annexation value may include property added to your jurisdiction as the result of boundary adjustments in the GIS system and/or jurisdiction code corrections. Examples: 1. You may have gained a property that due to a previously unrecognized boundary error was not coded to you. 2. A business located in another district last year moved into your district this year.

** Does Not Include Hearing Loss

*** Applies to MUD Districts only

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Appropriation

Requested By: Michael Dolby

Source of Funds: N/A

Department: Finance

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Ordinance

2. Effective Tax Rate Calculation

SUMMARY & RECOMMENDATIONS

The Fiscal Year 2017-18 Budget was built around a tax rate of .71 cents per hundred dollar valuation.

A breakdown of the tax rate is as follows:

General Fund = .605 cents per hundred dollar valuation

Debt Service = .105 cents per hundred dollar valuation

The tax rate of .71 cents is the same rate that has been adopted for the last twenty-nine years.

The Effective Tax Rate = 0.795 cents per hundred dollar valuation.

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of La Porte from the same properties in both the 2016 tax year and the 2017 tax year.

Action Required of Council:

Approve Ordinance establishing the tax rate for Fiscal Year 2017-18 at 71 cents per hundred dollar valuation.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE LEVYING TAXES UPON TAXABLE PROPERTY LOCATED WITHIN AND SUBJECT TO TAXATION IN THE CITY OF LA PORTE, TEXAS; MAKING APPROPRIATIONS FOR SUPPORT, MAINTENANCE, AND IMPROVEMENT OF THE CITY GOVERNMENT OF SAID CITY OF LA PORTE; FINDING THAT ALL REQUIRED NOTICES HAVE BEEN PUBLISHED AND ALL REQUIRED HEARINGS HELD; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. That there is hereby levied for the fiscal year beginning October 1, 2017, and ending September 30, 2018, on all real property situated and all personal property owned within the taxable limits of the said City of La Porte, on the first day of January, 2017, except so much as may be exempt under the constitution and laws of the United States, this State, and the City of La Porte, the following taxes:

- (1) An Ad Valorem Tax of and at the rate of sixty and five tenths cents (\$.605) on the one hundred dollars (\$100.00) cash value thereof, estimated in lawful currency of the United States for the current expenses for the support, maintenance, and improvement of the City Government of said City of La Porte; and
- (2) An Ad Valorem Tax of and at the rate of ten and five tenths cents (\$.105) on the one hundred dollars (\$100.00) cash value thereof, estimated in lawful currency of the United States, to pay current interest on and provide one year's sinking fund and to pay all of the Principal and Interest accruing on all outstanding general obligation bonds and certificates of obligation lawfully issued by the City of La Porte.

That this provides the sum of total Ad Valorem tax at the rate of seventy-one cents (\$.71) on the one hundred dollars (\$100.00) cash value thereof, estimated in lawful currency of the United States.

Section 2. All property upon which a rate of taxation is hereinabove levied shall be assessed on a ratio of one hundred percent (100%) of the estimated market value thereof.

Section 3. That the sums hereinafter accruing and collected from the hereinabove taxes so levied be and the same are hereby appropriated for the support, maintenance, and improvement of the City Government of the City of La Porte.

Section 4. The City Council officially finds, determines, recites and declares that all notices required by law have been published, and that a public hearing as required by law was duly called and held, and that all matters prerequisite to the establishment and levy of an ad valorem tax have been accomplished, all as required by the laws of the State of Texas, and the Home Rule Charter of the City of La Porte.

Section 5. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 7. 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.

Section 8. This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this the 11th day of September, 2017.

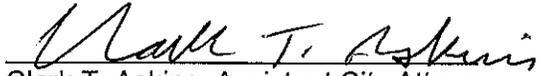
CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney

2017 Tax Rate Calculation Worksheet

Date: 08/23/2017 02:30 PM

Taxing Units Other Than School Districts or Water Districts

City of La Porte

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, Zip

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the effective tax rate and rollback tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet for School Districts. Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Rollback Tax Rate Worksheet. This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: Effective Tax Rate (No New Taxes)

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.

The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.

Effective Tax Rate Activity	Amount/Rate
1. 2016 total taxable value. Enter the amount of 2016 taxable value on the 2016 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). ¹	\$3,184,430,431
2. 2016 tax ceilings. Counties, cities and junior college districts. Enter 2016 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2016 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$357,357,883
3. Preliminary 2016 adjusted taxable value. Subtract Line 2 from Line 1.	\$2,827,072,548
4. 2016 total adopted tax rate.	\$0.710/\$100
5. 2016 taxable value lost because court appeals of ARB decisions reduced 2016 appraised value.	
A. Original 2016 ARB Values.	\$310,884,135
B. 2016 values resulting from final court decisions.	\$80,505,391
C. 2016 value loss. Subtract B from A. ³	\$230,378,744
6. 2016 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$3,057,451,292
7. 2016 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2016. Enter the 2016 value of property in deannexed territory. ⁴	\$0
8. 2016 taxable value lost because property first qualified for an exemption in 2017. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	

A. Absolute exemptions. Use 2016 market value:	\$219,132
B. Partial exemptions. 2017 exemption amount or 2017 percentage exemption times 2016 value:	\$10,415,882
C. Value loss. Add A and B. ⁵	\$10,635,014
9. 2016 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2017. Use only properties that qualified in 2017 for the first time; do not use properties that qualified in 2016.	
A. 2016 market value:	\$0
B. 2017 productivity or special appraised value:	\$0
C. Value loss. Subtract B from A. ⁶	\$0
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$10,635,014
11. 2016 adjusted taxable value. Subtract Line 10 from Line 6.	\$3,046,816,278
12. Adjusted 2016 taxes. Multiply Line 4 by Line 11 and divide by \$100.	\$21,632,395
13. Taxes refunded for years preceding tax year 2016. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2016. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2016. This line applies only to tax years preceding tax year 2016. ⁷	\$382,664
14. Taxes in tax increment financing (TIF) for tax year 2016. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2017 captured appraised value in Line 16D, enter 0. ⁸	\$991,994
15. Adjusted 2016 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14. ⁹	\$21,023,065
16. Total 2017 taxable value on the 2017 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. ¹⁰	
A. Certified values:	\$2,936,086,076
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. Pollution control and energy storage system exemption : Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	\$0
D. Tax increment financing: Deduct the 2017 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2017 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹	\$179,899,529
	\$2,756,186,547

E. Total 2017 value. Add A and B, then subtract C and D.	
17. Total value of properties under protest or not included on certified appraisal roll. ¹²	
A. 2017 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. ¹³	\$194,167,556
B. 2017 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. ¹⁴	\$157,824,351
C. Total value under protest or not certified: Add A and B.	\$351,991,907
18. 2017 tax ceilings. Counties, cities and junior colleges enter 2017 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2016 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	\$369,061,751
19. 2017 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$2,739,116,703
20. Total 2017 taxable value of properties in territory annexed after Jan. 1, 2016. Include both real and personal property. Enter the 2017 value of property in territory annexed. ¹⁶	\$24,237,940
21. Total 2017 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2016. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2016, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2017. ¹⁷	\$73,330,612
22. Total adjustments to the 2017 taxable value. Add Lines 20 and 21.	\$97,568,552
23. 2017 adjusted taxable value. Subtract Line 22 from Line 19.	\$2,641,548,151
24. 2017 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. ¹⁸	\$0.795/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2017 county effective tax rate. ¹⁹	

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(15)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.03(c)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012

¹¹Tex. Tax Code Section 26.03(c)

¹²Tex. Tax Code Section 26.01(c) and (d)

¹³Tex. Tax Code Section 26.01(c)

¹⁴Tex. Tax Code Section 26.01(d)

¹⁵Tex. Tax Code Section 26.012(6)

¹⁶Tex. Tax Code Section 26.012(17)

SECTION 2: Rollback Tax Rate

The rollback tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O):** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus eight percent. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt:** The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The rollback tax rate for a county is the sum of the rollback tax rates calculated for each type of tax the county levies. In most cases the rollback tax rate exceeds the effective tax rate, but occasionally decreases in a taxing unit's debt service will cause the effective tax rate to be higher than the rollback tax rate.

Rollback Tax Rate Activity	Amount/Rate
26. 2016 maintenance and operations (M&O) tax rate.	\$0.605/\$100
27. 2016 adjusted taxable value. Enter the amount from Line 11.	\$3,046,816,278
28. 2016 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$18,433,238
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2016. Enter amount from full year's sales tax revenue spent for M&O in 2016 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2016: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2016. This line applies only to tax years preceding tax year 2016.	\$327,668
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2017 captured appraised value in Line 16D, enter 0.	\$991,994
H. Adjusted M&O Taxes. Add A, B, C, E and F. For taxing unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$17,768,912

29. 2017 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$2,641,548,151
30. 2017 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.673/\$100
31. 2017 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.726/\$100
<p>32. Total 2017 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount.</p> <p>B. Subtract unencumbered fund amount used to reduce total debt.</p> <p>C. Subtract amount paid from other resources.</p> <p>D. Adjusted debt. Subtract B and C from A.</p>	<p>\$4,526,924</p> <p>\$1,650,851</p> <p>\$0</p> <p>\$2,876,073</p>
33. Certified 2016 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2017 debt. Subtract Line 33 from Line 32D.	\$2,876,073
35. Certified 2017 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2017 debt adjusted for collections. Divide Line 34 by Line 35	\$2,876,073
37. 2017 total taxable value. Enter the amount on Line 19.	\$2,739,116,703
38. 2017 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.105/\$100
39. 2017 rollback tax rate. Add Lines 31 and 38.	\$0.831/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2017 county rollback tax rate.	

SECTION 3: Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its effective and rollback tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its effective tax rate and/or rollback tax rate because it adopted the additional sales tax.

Activity	Amount/Rate
41. Taxable Sales. For taxing units that adopted the sales tax in November 2016 or May 2017, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Taxing units that adopted the sales tax before November 2016, skip this line.	\$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ²¹ Taxing units that adopted the sales tax in November 2016 or in May 2017. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ²² - or - Taxing units that adopted the sales tax before November 2016. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$0
43. 2017 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$2,739,116,703
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.	\$0/\$100
45. 2017 effective tax rate, unadjusted for sales tax. ²³ Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.795/\$100
46. 2017 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2016 or in May 2017. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2016.	\$0.795/\$100
47. 2017 rollback tax rate, unadjusted for sales tax. ²⁴ Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$0.831/\$100
48. 2017 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	\$0.831/\$100

¹⁷Tex. Tax Code Section 26.012(17)

¹⁸Tex. Tax Code Section 26.04(c)

¹⁹Tex. Tax Code Section 26.04(d)

²⁰Tex. Tax Code Section 26.041(d)

²¹Tex. Tax Code Section 26.041(i)

²²Tex. Tax Code Section 26.041(d)

²³Tex. Tax Code Section 26.04(c)

²⁴Tex. Tax Code Section 26.04(c)

SECTION 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Additional Rollback Protection for Pollution Control Activity	Amount/Rate
49. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ²⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ²⁶	\$0
50. 2017 total taxable value. Enter the amount from line 37 of the Rollback Tax Rate Worksheet.	\$2,739,116,703
51. Additional rate for pollution control. Divide line 49 by Line 50 and multiply by \$100.	\$0/\$100
52. 2017 rollback tax rate, adjusted for pollution control. Add Line 51 to one of the following lines (as applicable): Line 39, Line 40 (counties) or Line 48 (taxing units with the additional sales tax).	\$0.831/\$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

Effective tax rate (Line 24; line 25 for counties; or line 46 if adjusted for sales tax)	\$0.795
Rollback tax rate (Line 39; line 40 for counties; or line 48 if adjusted for sales tax)	\$0.831
Rollback tax rate adjusted for pollution control (Line 52)	\$0.831

SECTION 6: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the taxing unit.

print here

Printed Name of Taxing Unit Representative

sign here

Taxing Unit Representative _____

_____ Date

²⁵Tex. Tax Code Section 26.045(d)

²⁶Tex. Tax Code Section 26.045(i)

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Appropriation

Requested By: Patrice Fogarty

Source of Funds: N/A

Department: City Secretary's Office

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

SUMMARY & RECOMMENDATIONS

The La Porte City Council is authorized to make appointments to boards, commissions and committees. Staff has determined the following individuals have agreed to volunteer for another term should Council wish to appoint them.

Regarding the **Building Codes Appeals Board** – Consider new appointments or reappointing Ken Schlather to Position 5, _____ to Position 6, and Mark Follis to Position 7, to three-year terms expiring August 31, 2020, or until successors have been appointed and qualified.

Regarding the **Chapter 172 Employee Retiree Insurance and Benefits Committee** – Consider new appointment or reappointing Martha Gillett to Citizen Position 1, and Juliane Graham to Citizen Position 2, to two-year terms expiring August 31, 2019, or until a successor has been appointed and qualified.

Regarding the **Civil Service Commission** – Consider ratifying the City Manager’s appointment of Les Bird to a three-year term expiring August 31, 2020.

Regarding the **Fire Code Review Committee** – Consider ratifying _____ as appointee of Council District 1, Chris Pettis as appointee of Council District 6, and Paul Vige as appointee of Council At-Large B, to three-year terms expiring August 31, 2020, or until a successor has been appointed and qualified.

Regarding the **La Porte Area Water Authority** – Consider new appointments or reappointing Doug Martin, Stephen Barr, and _____ to two-year terms expiring August 31, 2019, or until successors have been appointed and qualified.

Regarding the **La Porte Development Corporation Board** – Consider new appointments or reappointing Chuck Engelken, Nancy Ojeda, Richard Warren, and Randy Woodard to two-year terms expiring August 31, 2019, or until successors have been appointed and qualified.

Regarding the **La Porte Fire Control Prevention & Emergency Medical Services District Board** – Consider new appointments or reappointing Dottie Kaminski, Robert Eldridge, Ronald Nowetner and _____ to two-year terms expiring August 31, 2019, or until successors have been appointed and qualified.

Regarding the **La Porte Health Authority** – consider new appointments or reappoint Abdul R. Moosa, M.D.

as Health Authority and Robert D. Johnston, M.D. as Alternate Health Authority, to two-year terms expiring August 31, 2019, or until successors have been appointed and qualified.

Regarding the **La Porte Tax Reinvestment Zone Number One (TIRZ 1)** – Consider new appointments or reappointing Peggy Antone to Position 1, Alton Porter to Position 3, and Doug Martin to Position 5, to two-year terms expiring August 31, 2019, or until successors have been appointed and qualified.

FYI: TIRZ bylaws state if you are a Board member on the TIRZ, you are also a Board member on the Redevelopment Authority.

Regarding the **La Porte Redevelopment Authority** – Consider new appointments or reappointing Peggy Antone to Position 1, Alton Porter to Position 3, and Doug Martin to Position 5, to two-year terms expiring August 31, 2019, or until successors have been appointed and qualified.

Regarding the **Planning and Zoning Commission** – Consider new appointments or reappointing Trey Kendrick as the Council District 1 appointee, Christina Tschappat as the Council District 6 appointee, and Nick Barerra as the Council At-Large B appointee, to three-year terms expiring August 31, 2020, or until successors have been appointed and qualified.

Regarding the **Southeast Texas Housing Finance Corporation Board of Directors** – Consider new appointment or reappointing Betty Moore as a director to a one-year term expiring on August 31, 2018, or until a successor has been appointed and qualified.

Regarding the **Zoning Board of Adjustment** – Consider new appointments or reappointing Nettie Warren to Position 5, Shelley Fuller to Alternate 1, and Phillip Hoot to Alternate 2, to two-year terms expiring August 31, 2019, or until successors have been appointed and qualified.

Action Required of Council:

Consider making appointments to various boards, committees and commissions.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Appropriation

Requested By: Corby Alexander

Source of Funds: _____

Department: Administration

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

SUMMARY & RECOMMENDATIONS

This item is being placed on the agenda to discuss drainage related issues in and around the La Porte Municipal Airport.

Action Required of Council:

Discuss drainage related needs for the La Porte Municipal Airport and surrounding neighborhoods and provide direction for future drainage improvements.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Requested By: Corby Alexander

Department: Administration

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: N/A

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Annual Report

SUMMARY & RECOMMENDATIONS

Chad Burke, President and CEO of the Economic Alliance Houston Port region, will provide the Council with an Annual Report of activities the Alliance has completed this past year.

Action Required of Council:

Receive report and take appropriate action.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



City of La Porte Annual Report

July 17th, 2017

Overview

Our Mission

A non-profit organization, whose mission for over 30 years has been to ***grow and market a vibrant regional economy*** through economic development, public policy, workforce development, and quality of life initiatives.

Impact Initiatives

- Economic Development
- Public Policy
- Workforce Development
- Transportation
- Quality of Life

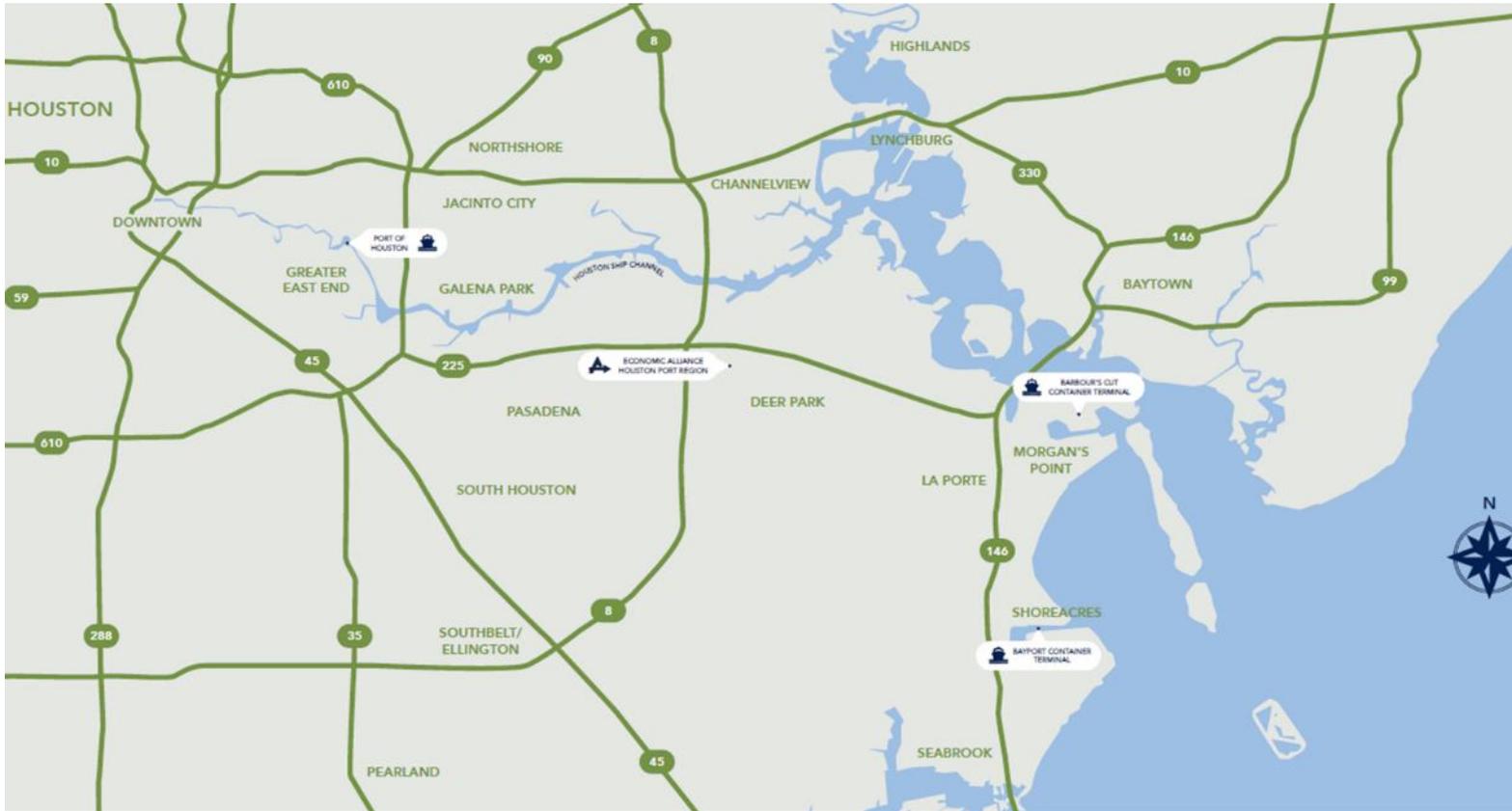
Member Involvement

- Connections/Networking, Taskforces & Publications
- Events



Who We Represent

Most sought-after region in the entire world for petrochemical, manufacturing, maritime and logistics operations



25 miles of the 52 mile
Houston Ship Channel

World's 2nd largest petrochemical complex

Nation's busiest port in terms of foreign tonnage

12 Cities, Harris County
and Port Houston

250 Private Sector Members

Global leaders in refining and petrochemical production



Economic Development

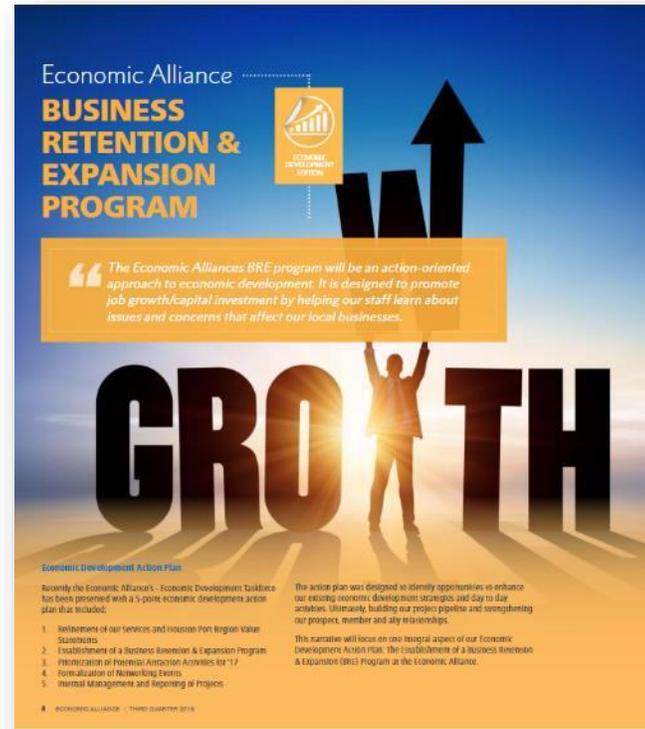
Economic Development



Professional Economic Development Services

Provide a professional relationship to navigate the multiple facets of the site selection/expansion process, including the facilitation to our economic development support network.

- Conduct **real estate searches**
- Participation and coordination of **site-selection tours**
- Facilitate **access to data**
- Provide guidance in evaluating State and Local **incentive & workforce programs**
- **Advocacy** for projects & **mobilization** of key board members



Economic Development

Impact on the Houston Port Region – ED Projects '16



CAPITAL INVESTMENT = \$498M

JOBS CREATED

105

JOBS RETAINED

96

INDIRECT JOBS

220

ECONOMIC IMPACT ON THE HOUSTON PORT REGION

TOTAL JOBS

421

ANNUAL IMPACT

\$94M

CONSTRUCTION JOBS

2,481

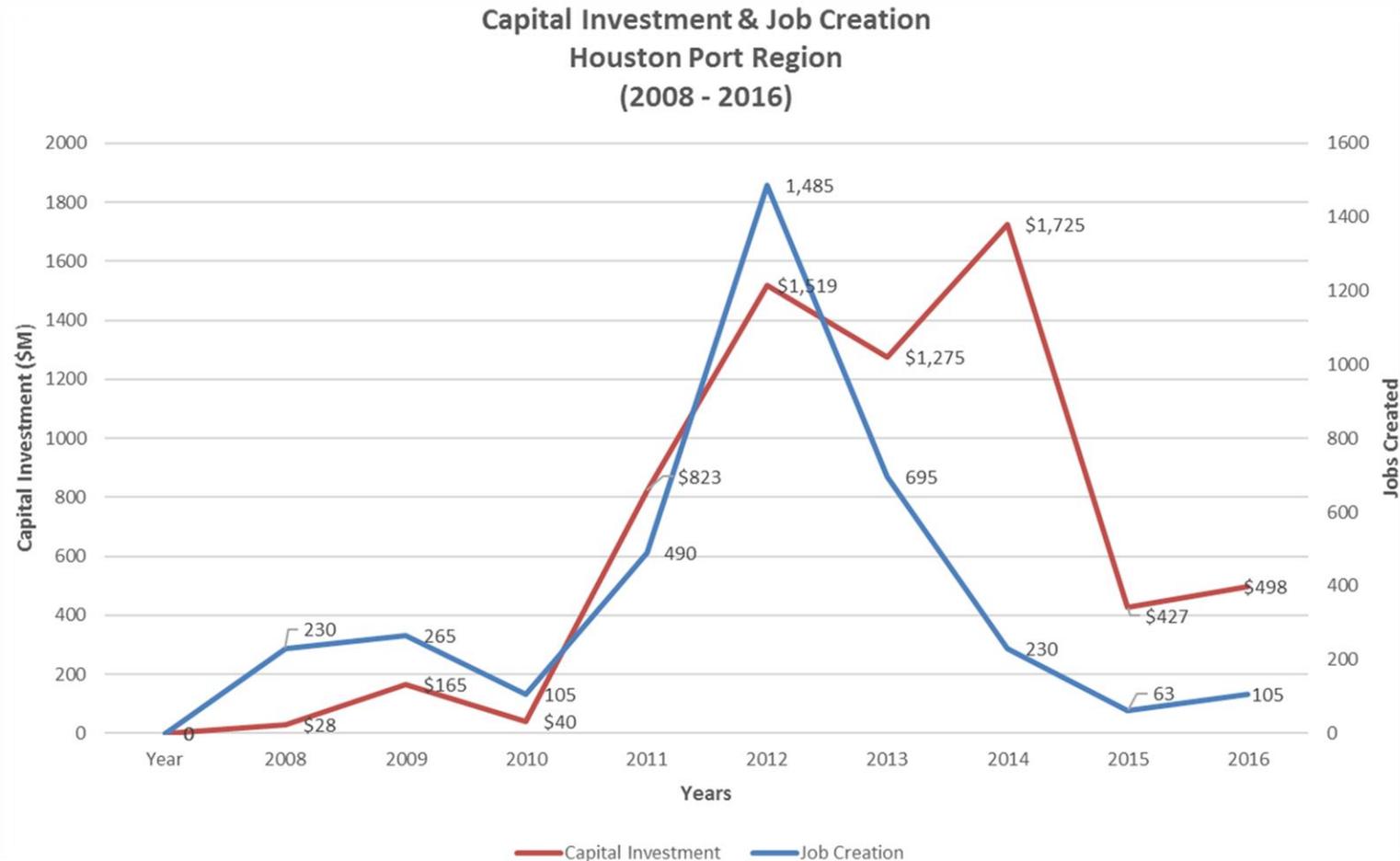
ONE-TIME
CONSTRUCTION IMPACT

\$883M

Economic Development



Impact on the Houston Port Region – Historical



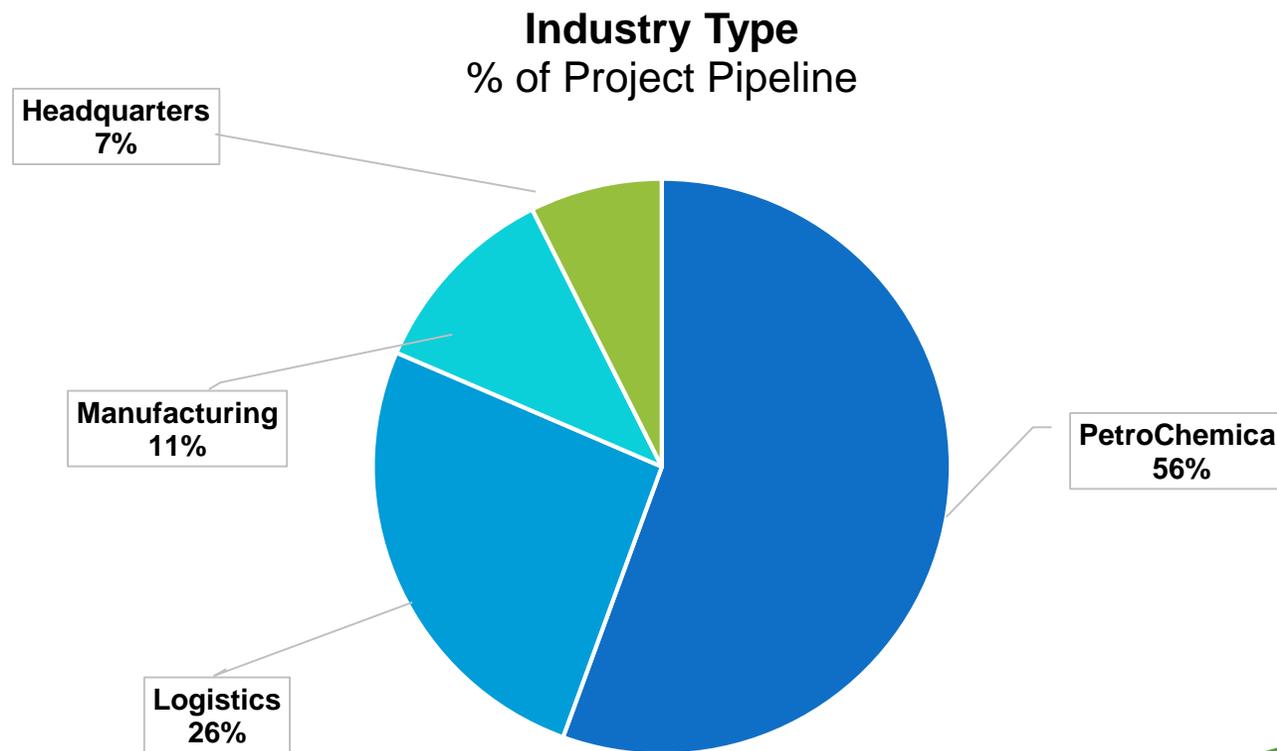
56 "Wins" over an 8-year period:

- **\$6.4B Capital Investment**
- **3,608 Jobs Created**

Economic Development

Project Pipeline Breakdown

Total Projects	Potential Direct Job Creation	Potential Capital Investment
28	1,824	\$5B





Public Policy

Public Policy



Driving a Regional Advocacy Campaign

Supports an environment that bolsters job creation and initiatives that encourage investment in our people, infrastructure and businesses through member input.



Prioritizing **Transportation** Projects and Advocate for **Funding**



Support local cities right to set tax rates; **Funding** of state Economic Development **Incentive Programs**



Address **Issues and Regulations** facing our Industry Base



Aligning Skills Development Fund, Core Curriculums and Funding **Commitments**



Secure **Funding** for a “**Coastal Spine**” (barrier) to Protect Industry, Infrastructure, and Residents

Public Policy

One Voice, Under the Leadership of the Economic Alliance

WHITE PAPER

2017 Economic Alliance Houston Port Region Public Policy Considerations

32 Economic Alliance Members
Participated in **35** Meetings in
Washington DC



24 Economic Alliance Members
Participated in **31** Meetings in
Austin TX

Public Policy - Transportation Taskforce



Committee of Regional Transportation Stakeholders

- East Harris County Mfg's Assoc. (130+ plants)
- Regional Mayors
- Port of Houston Authority
- Harris County
- TxDOT
- HGAC
- BayTran

Addressing critical issues associated with the movement of Freight and Workers

Public Policy - Transportation Taskforce



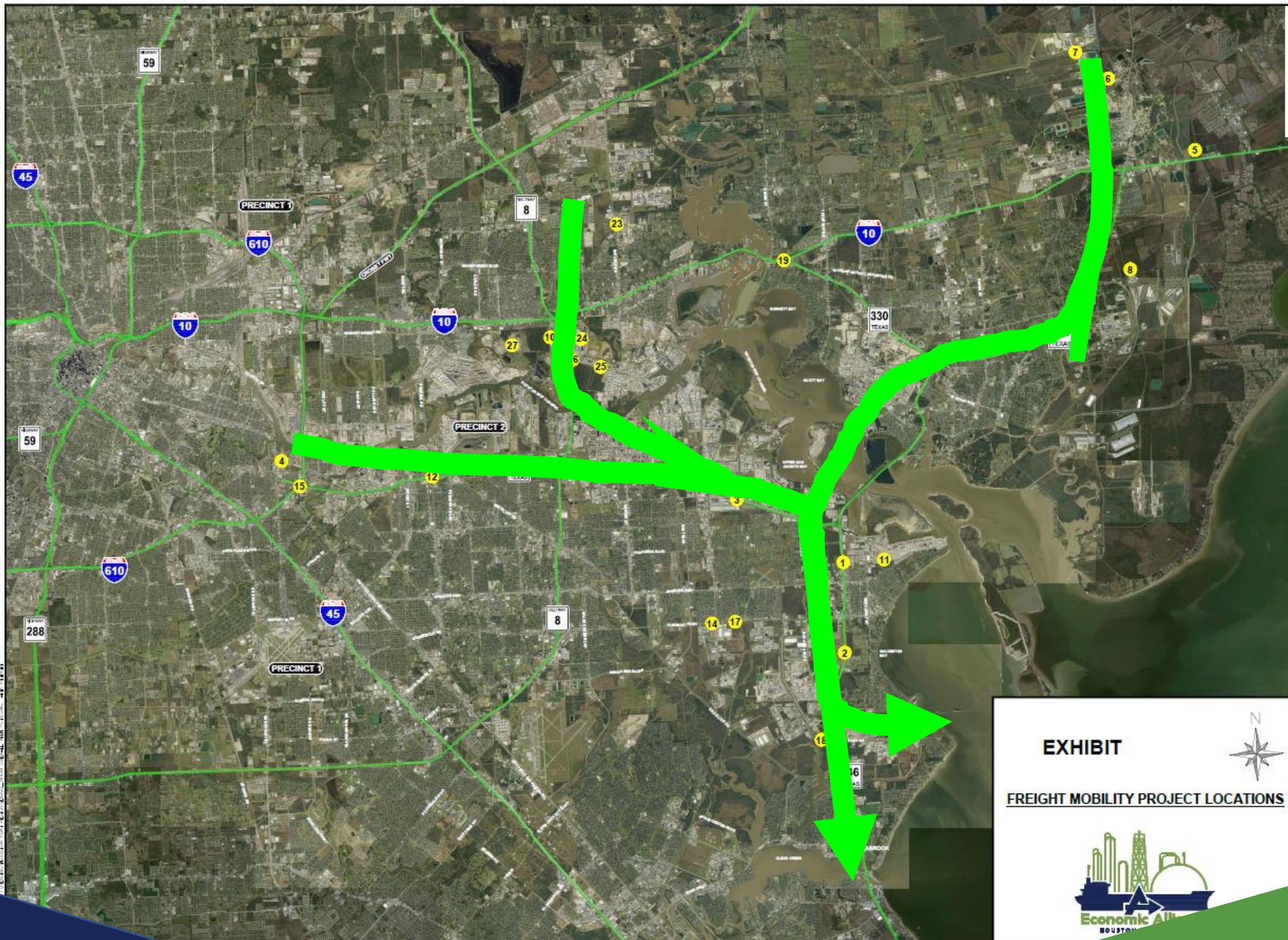
Why the Urgency

1. \$50B in projects in the petrochemical industry over the last 4 years, the first production comes online in 2017
2. Combined with Port of Houston trade via the Panama Canal and increased resin production, container volumes will grow from 2 million TEU to 3 million TEU in 3-5 years
3. Houston Ship Channel activity accounts for 16% of states GDP
4. The state needs to invest in this critical freight infrastructure to avoid congestion & maintain global competitiveness.

Houston Port Region Freight Improvement Strategic Plan



#	Project	Priority	Info & Updates
1	Barbours Cut Direct Connectors	H/S	<ul style="list-style-type: none"> Attempting to get in call for projects in September 2017 TxDOT is working with Texas A&M Transportation Institute to study Origin/Destinations between the Barbour's Cut Terminal and the SH 146/SH 225 interchange to determine the impacts of a direct connector
2	SH-146 Widening - Spencer Highway to Port Road	H/S	<ul style="list-style-type: none"> TxDOT is currently preparing detailed design plans for the project Anticipated letting for construction in FY 2023 scheduled for 2018
3	SH-225 expansion/improvement (8-East 146)	H/S	<ul style="list-style-type: none"> TxDOT is working on a feasibility study for SH 225 from I-610 to SH 146. completion Q3 2018
4	Broadway Double Track Project	H/S	
5	Grand Parkway NE Segments	H/S	
6	FM-1942 from Hatcherville Road to SH-146 – road improvement	H/S	
7	Hatcherville Rd from FM-1942 to Liberty/Chambers Co.Line – road widening	H/S	<ul style="list-style-type: none"> No improvements are currently planned
8	FM 565 from SH-146 to SH-99 – widening and addition of turning lanes	H/S	<ul style="list-style-type: none"> Project from FM 1409 to SH 99: Reconstruct and realign roadway is anticipated to let for construction in FY 2018
9	BW-8 Direct Connectors @ SH-225: Westbound on 225 to 8 N, Northbound on 8 to E/W 225, Eastbound on 225 to 8S SH146 from I10 to Business 146 (Alexander Drive)	H/M	<ul style="list-style-type: none"> TxDOT is working with the Harris County Tollroad Authority to advance the construction of an interchange The grade separation/freeway starts at Alexander and continues all the way to Red Bluff. There probably needs to be some work on SH146 North of 110 through Mont Belvieu also
10	Penn City Connector	H/M	
11	Barbours Cut Blvd expansion to 6 lanes	H/M	No discussions yet of who champions this effort
12	SH-225 expansion/improvement (8-West 610)	H/M	
13	I-69 Bypass	H/M	<ul style="list-style-type: none"> TxDOT is procuring a design –build contract for SH 99 Seg. H and I from I-69 to SH 146 which would make up the northern section of an I-69 Bypass with conditional award anticipated Spring 2017 Southern Section of an I-69 Bypass is being discussed through H-GAC
14	Fairmont Parkway (Turning improvements)	H/M	County and La Porte funded through TxDOT Grant
15	SH-225 and I-610 Interchange	H/L	<ul style="list-style-type: none"> TxDOT is working with H-GAC to begin a feasibility study for SH 225 from I-610 to SH 146
16	I-610 bridge at HSC	H/L	<ul style="list-style-type: none"> Additional meetings with the Economic Alliance are requested to identify the needs and project scope at this location
17	Fairmont Parkway (Widening)	H/L	
18	Port Road Phase 3 & Drainage	M/M	County roadway / POHA Drainage
19	SH-330 (improve northbound connectivity to I-10 - 2 lanes or direct connect)	M/M	<ul style="list-style-type: none"> TxDOT has prepared the Preliminary Engineering and Environmental for additional ramp access to I-10 and is working to secure construction funding
20	Independence Parkway (improve Northbound connectivity to SH-225)	M/M	<ul style="list-style-type: none"> Additional meetings with the Economic Alliance are requested to identify the needs and project scope at this location
21	Spencer Highway Bridge (Bayport Rail Mainline)	M/L	
22	Bayport Mainline Rail Track	M/L	
23	Sheldon Road expansion	M/L	
24	Applet Road (Sheldon to Market)	M/L	
25	Jacintoport Road Improvement	L/L	
26	Jacintoport Direct Connectors	L/L	Direct Connect makes it a TxDOT/HCTRA discussion
27	Haden Rd (extension to Penn City Rd)	L/L	County roadway/POHA
TxDOT Projects shaded			Priority Level:
Harris County Projects			Time Frame Required:
			H - HIGH Priority / S - SHORT Term 0-5 yrs
			M - MEDIUM Priority / M - MID Term 5-10 yrs
			L - LOW Priority / L - LONG Term 10+ yrs



EXHIBIT

FREIGHT MOBILITY PROJECT LOCATIONS





Workforce Development

Workforce Development



Inspiring & Preparing the Next Generation Workforce

Filling the pipeline of potential workers in the petrochemical, manufacturing, maritime and logistics industries.



Leveraging **partnerships** with the East Harris County Manufacturers Association and 9 community colleges to **recruit a qualified workforce**



Providing **career paths and job opportunities** to our community to address **attrition, skill enhancement and hiring**



2017 Year to date **41 presentations and 4762 engagements**



4,800 students in 2016





Member Involvement

Connections & Networking



A Member-Driven and Member-Service Organization

Members are invited to attend a Taskforce meeting, luncheon, or other events so that you can maximize your networking opportunities

QUICKVIEW



250 Private Sector Members



15 Annual Events



2,500 Participants



4 Exhibiting Opportunities

MAKE THE ECONOMIC ALLIANCE A PRIORITY

Task Forces



Provide Your Voice, Contribute and Connect

8 Task Forces - Member education/growth, along with setting a public policy agenda, event planning, workforce enhancement and marketing the region through Q of L and economic development initiatives



Business Growth

Provide mechanisms for the education and development of business - **1st Wed 9am**



Public Policy

Info sharing to set a public policy agenda for the region - **4th Tues 3pm**



Gulf Coast Industry Forum

Input and planning of our largest signature event- **3rd Tues 3pm**



Economic Development

Promote job creation and capital investment in the region - **4th Wed 3pm**



Transportation

Prioritize and support local transportation projects - **Invite**



Women's Leadership

Showcasing and empowering women's leadership



Quality of Life

Enhance our regions marketable image – **Bi-monthly**



Workforce Development

Promotion of workforce development initiatives - **3rd Thurs 3pm**

Signature Event

Gulf Coast Industry Forum

2-day Conference Brings Together Industry Leaders focused in Petrochemicals, Energy and Logistics

Attendance – Sponsorship – Exhibitor Opportunities

Networking & Connections



- **800+** Attendees
- **40** Exhibiting Companies & Institutions

Industry & Market Insight



- Global Chemicals Outlook
- Plant Managers Panel
- Global Shipping Panel
- Regulations & Policy Update
- Port Houston Update



Gulf Coast Industry Forum

AN ECONOMIC ALLIANCE HOUSTON PORT REGION EVENT





Thank You
For Your Commitment

www.allianceportregion.com



**Council Agenda Item
September 11, 2017**

10 (b) Receive report of the Fiscal Affairs Committee Meeting – Councilmember Engelken



Council Agenda Item September 11, 2017

11. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, September 21, 2017
- La Porte Development Corporation Board Meeting, Monday, September 25, 2017
- City Council Meeting, Monday, September 25, 2017
- Zoning Board of Adjustment Meeting, Thursday, September 28, 2017

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

13. EXECUTIVE SESSION

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

Texas Government Code, Section 551.074 -Personnel Matter: Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Meet with City Manager and City Attorney regarding an extension of line-of-duty injury leave for Officer Seth Candelari.

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

- (a) Consider approval or other action regarding an Ordinance approving an extension of line-of-duty injury leave for Officer Seth Candelari, and setting salary during the extension period - M. Hartleib

15. ADJOURN

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 11, 2017

Appropriation

Requested By: Matt Hartleib

Source of Funds: _____

Department: Human Resources

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Ordinance

SUMMARY & RECOMMENDATIONS

Section 143.073(a) of the Texas Local Government Code provides that a police officer suffering from an illness or injury related to the police officer's line of duty is entitled to a leave of absence with full pay for a period commensurate with the nature of the line of duty illness or injury, with the leave of absence to continue for at least one year.

Section 143.073(b) of the Texas Local Government Code also provides that a municipality's governing body may extend the line-of-duty illness or injury leave at the conclusion of the one- year period, at full or reduced pay, or alternatively, decline to extend the line-of-duty illness or injury leave.

La Porte Police Officer Seth Candelari was injured in the line of duty on August 6, 2015, thereafter working in a limited-duty capacity for approximately one year before being placed on line of duty injury leave of absence with full pay starting on or about August 15, 2016.

It has now been in excess of two years since Officer Seth Candelari was injured and he has remained out of work on injury leave with full pay for more than a one year period. Officer Seth Candelari is presently still unable to return to full duty and City Council consideration is required in order to continue line of duty injury leave at full or reduced pay.

Action Required of Council:

Consider approval of the an ordinance extending line-of-duty injury leave for Officer Seth Candelari as provided for under Texas Local Government Code, Section 143.073.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2017-_____

AN ORDINANCE APPROVING AN EXTENSION OF LINE-OF-DUTY INJURY LEAVE FOR OFFICER SETH CANDELARI, AND SETTING SALARY DURING THE EXTENSION PERIOD; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, section 143.073(a) of the Texas Local Government Code provides that a police officer suffering from an illness or injury related to the police officer's line of duty is entitled to a leave of absence with full pay for a period commensurate with the nature of the line of duty illness or injury, with the leave of absence to continue for at least one year; and

WHEREAS, section 143.073(b) of the Texas Local Government Code provides that a municipality's governing body may extend the line-of-duty illness or injury leave at the conclusion of the one-year period, at full or reduced pay, or alternatively, decline to extend the line-of-duty illness or injury leave; and

WHEREAS, La Porte Police Officer Seth Candelari was injured in the line of duty on August 6, 2015, thereafter working in a limited-duty capacity for approximately one year before being placed on line of duty injury leave of absence with full pay starting on or about August 15, 2016; and

WHEREAS, it has now been in excess of two years since Officer Seth Candelari was injured and he has remained out of work on injury leave with full pay for more than a one year period, such injury leave period being commensurate with the nature of Officer Seth Candelari's injury; and

WHEREAS, Officer Seth Candelari is presently still unable to return to full duty, and City Council consideration is required in order to continue line of duty injury leave at full or reduced pay;

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

Section 1. An extension beyond one year of La Porte Police Officer Seth Candelari's line-of-duty injury leave is hereby approved. The line-of-duty injury leave period shall be extended to _____, at a rate of pay equal to _____ percent of Officer Seth Candelari's regular monthly salary.

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 the _____ day of September, 2017.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:

Clark T. Askins
Clark T. Askins
Assistant City Attorney