

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
BILL BENTLEY
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Mayor Pro-Tem
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held August 13, 2018, beginning at 6:00 PM and reconvening at 6:00 PM on August 14-17, 2018, until business is concluded, 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. A Public Hearing for the proposed 2018-2019 Fiscal Year Budget will be held September 10, 2018, at 6:00 PM, at which time City Council will receive public input.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Rev. TJ Mc Intosh, La Porte First Assembly of God.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Bill Bentley.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)
5. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding the minutes of the Council meeting held July 23, 2018 - P. Fogarty
 - (b) Consider approval or other action authorizing the City of La Porte Mayor to sign a thirty-six (36) month economic development services agreement with the Economic Alliance Houston Port Region beginning July 1, 2018 and ending June 30, 2021 - J. Weeks
 - (c) Consider approval or other action regarding an Interlocal Agreement between the City of La Porte and San Jacinto Community College District for use of backup facilities during an emergency or disaster - K. Gauthier
6. **DISCUSSION AND POSSIBLE ACTION**
 - (a) Consider approval or other action regarding an ordinance providing for condemnation of a dangerous/substandard building located at 9906 Rocky Hollow Rd. based on the recommendation of the Dangerous Building Inspection Board. - M. Kirkwood (This item was postponed from the July 9, 2018, City Council Meeting.)
 - (b) Presentation of City of La Porte Fiscal Year 2018-2019 Proposed Budget - M. Dolby
7. **REPORTS**
 - (a) Receive report of the La Porte Drainage and Flooding Committee - Councilmember Jay Martin
8. **ADMINISTRATIVE REPORTS**
 - Planning and Zoning Commission Meeting, Thursday, August 16, 2018
 - La Porte Development Corporation Board Meeting, Monday, August 27, 2018

- City Council Meeting, Monday, August 27, 2018
- Zoning Board of Adjustment Meeting, Thursday, August 30, 2018

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

10. **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 August 13, 2018 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on August 7, 2018.

Patrice Fogarty



**Council Agenda Item
August 13, 2018**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Rev. TJ Mc Intosh, La Porte First Assembly of God.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Bill Bentley.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

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Councilmember At Large A
DOTTIE KAMINSKI
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Councilmember District 2



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Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Councilmember District 6
Mayor Pro-Tem

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
JULY 23, 2018**

The City Council of the City of La Porte met in a regular meeting on **Monday, July 23, 2018**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Ojeda, Zemanek, J. Martin, Bentley, Kaminski, Engelken, and Earp. Also present were City Secretary Patrice Fogarty, Assistant City Manager Jason Weeks and Assistant City Attorney Clark Askins. Councilmember Kristin Martin was absent.
2. **INVOCATION** – The invocation was given by Viktoria Gotting, St. John’s Episcopal Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember John Zemanek.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

There were no public comments.
6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding the Regular City Council Meeting held on July 9, 2018
 - (b) Consider approval or other action filing the vacancy in the alternate position on the Drainage and Flooding Committee by appointing Councilmember John Zemanek – P. Fogarty
 - (c) Consider approval or other action regarding recommendation date of September 10, 2018, for the Public Hearing on the City’s Fiscal Year 2018-2019 Proposed Budget – S. Wolny
 - (d) Consider approval or other action regarding an Ordinance authorizing an agreement between the City of La Porte and Whitley Penn, for auditing services for a three-year period, September 30, 2018 to September 30, 2020 – M. Dolby
 - (e) Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Emerson Automation Solutions for its facility located at 4607 New West Drive, in the Bayport Industrial District – D. Pennell

- (f) Consider approval or other action regarding the issuance of two pipeline permits to Cowboy Pipeline Service Co., on behalf of Kuraray America ('KA') for the construction of two 6-5/8" stainless steel pipelines within the City of La Porte – D. Pennell

Councilmember Zemanek had a question regarding the date of the contract on item 6(f). Public Works Director Don Pennell answered the question and clarified there was a typo on the date.

Councilmember Engelken made a motion to approve all Consent Agenda items pursuant to staff recommendations. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember K. Martin was absent.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3715: AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF LA PORTE AND WHITLEY PENN, CERTIFIED PUBLIC ACCOUNTANTS, TO AUDIT THE CITY'S GENERAL-PURPOSE FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2018, SEPTEMBER 30, 2019, AND SEPTEMBER 30, 2020; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLINACE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

6. PUBLIC HEARING AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to deny passage of an Ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan for a 6.43 acre tract of land located south of 11100 SH 225, and legally described as Tracts 351 & 352, La Porte Outlots, by changing from "Large Lot Residential" to "Light Industrial"; consider approval or other action regarding an Ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan for a 6.43 acre tract of land located south of 11100 SH 225, and legally described as Tracts 351 & 352, La Porte Outlots, by changing from "Large Lot Residential" to "Light Industrial"– I. Clowes

The public hearing opened at 6:05 p.m. City Planner Ian Clowes presented a combined summary for Items 6(a) and 6(b).

Mark Pool, 1401 Lemon Ln, spoke in opposition of Items 6(a) and 6(b).

Chris Murdock, 1307 Mission Dr., spoke in opposition of Items 6(a) and 6(b).

Theresa Trevino, 11034 Bois D'Arc, spoke in opposition of Items 6(a) and 6(b).

Julie Hutchins, 11311 N. P Street, spoke in opposition of Items 6(a) and 6(b).

Bill Scott, 1722 Lomax School Rd., spoke in opposition of Items 6(a) and 6(b).

The public hearing closed 6:18 p.m.

Councilmember Earp made a motion to uphold the recommendation of the Planning and Zoning Commission, and to deny passage of an Ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan. Councilmember Kaminski seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember K. Martin was absent.**

- (b) Public hearing to receive comments on the recommendation by the Planning and Zoning Commission to deny zone change request #18-92000004, for a change from Large Lot residential (LLD) to Light Industrial (LI) for a 6.43 acre tract of land located south of 11100 SH 225, legally described as Tracts 351 & 352, La Porte Outlots; consider approval or other action regarding an Ordinance amending Chapter 106 "Zoning" of the Code of Ordinances by changing the zoning classification of a 6.43 acre tract of land located south of 11100 SH

225, legally described as Tracts 351 & 352, La Porte Outlots, from Large Lot Residential (LLD) to Light Industrial (LI) – I. Clowes

The public hearing opened at 6:19 p.m. City Planner Ian Clowes presented a summary.

The public hearing closed 6:19 p.m.

Councilmember Earp made a motion to uphold the recommendation by the Planning and Zoning Commission and to deny zone change request #18-92000004. Councilmember Kaminski seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember K. Martin was absent.**

- (c) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to deny Special Conditional Use Permit #18-91000005 to allow for a Hotel/Motel use in the General Commercial (GC) Zoning District, located on a 0.85-acre tract of land located at 800 W. Fairmont Pkwy., and legally described as Lots 1-32, Block 173, town of La Porte Subdivision; consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning” by granting Special Conditional Use Permit # 18-91000005, to allow for the development of a Hotel/Motel use to be located on a 0.85-acre tract of land described as Lots 1-32, Block 173, Town of La Porte Subdivision, in the General Commercial (GC) Zoning District – I. Clowes

The public hearing opened at 6:21 p.m. City Planner Ian Clowes presented a summary. There were no public comments. The public hearing closed at 6:22 p.m.

Councilmember Zemanek made a motion to uphold the recommendation of the Planning and Zoning Commission and to deny Special Conditional Use Permit #18-91000005. Councilmember Ojeda seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember K. Martin**

- (d) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to deny Special Conditional Use Permit # 18-91000006 to allow for a Hotel/Motel use in the General Commercial (GC) Zoning District, located on a 0.87-acre tract of land located at 928 SH 146 South and legally described as Reserve A, Denny’s Classic Diner La Porte Subdivision; consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning”, by granting Special Conditional Use Permit # 18-91000006 to allow for a Hotel/Motel use in the General Commercial (GC) Zoning District, located on a 0.87-acre tract of land located at 928 SH 146 South and legally described as Reserve A, Denny’s Classic Diner La Porte Subdivision – I. Clowes

The public hearing opened at 6:23 p.m. City Planner Ian Clowes presented a summary.

Satish Patel spoke in favor of Item 6(d).

The public hearing closed at 6:25 p.m.

Councilmember Zemanek asked who gave verbal approval for the site. Mr. Clowes responded the applicants had a pre-development meeting months prior to the change in the City’s Code of Ordinances requiring conditional use permits for all hotels.

Councilmember Zemanek made a motion to uphold the recommendation of the Planning and Zoning Commission and to deny Special Conditional Use Permit #18-91000006. Councilmember Kaminski seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember K. Martin was absent.**

- (e) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to approve Special Conditional Use Permit # 18-91000009 to allow for

a Petroleum and Petroleum Products Merchant Wholesaler (NAICS 424720) use to locate on a 34.69-acre tract of land within the Planned Unit Development (PUD) zoning district, located at 1302 Wharton Weems Blvd., legally described as Reserve "I" Port Crossing Commerce Center Subdivision; consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning", by granting Special Conditional Use Permit # 18-91000009, to allow for a Petroleum and Petroleum Products Merchant Wholesaler (NAICS 424720) use to locate on a 34.69-acre tract of land within the Planned Unit Development (PUD) zoning district, located at 1302 Wharton Weems Blvd., legally described as Reserve "I" Port Crossing Commerce Center Subdivision – I. Clowes

The public hearing opened at 6:27 p.m. City Planner Ian Clowes presented a summary.

Owner and Developer of Port Crossing Hans Brindley spoke and provided additional information.

The public hearing closed at 6:34 p.m.

Councilmember J. Martin made a motion to accept the recommendation of the Planning and Zoning Commission and to approve Special Conditional Use Permit # 18-91000009 to allow for a Petroleum and Petroleum Products Merchant Wholesaler (NAICS 424720). Councilmember Earp seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember K. Martin was absent.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3716**: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA PORTE CHAPTER 106, MORE COMMONLY REFERRED TO AS THE ZONING ORDINANCE OF THE CITY OF LA PORTE, BY GRANTING SPECIAL CONDITIONAL USE PERMIT NO. 18-91000009, TO ALLOW FOR A PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALER (NAICS 424720) USE IN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, ON A 34.69 ACRE TRACT OF LAND AND BEING LEGALLY DESCRIBED AS RESERVE "I" IN PORT CROSSING COMMERCE CENTER SUBDIVISION, LA PORTE, HARRIS COUNTY, TEXAS; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

- (f) Public hearing to receive comments regarding the La Porte Fire Control, Prevention, and Emergency Medical Services District's proposed budget for the fiscal year which begins October 1, 2018, as approved by the Board of Directors of the District at its meeting held on June 21, 2018; consider approval of proposed budget of La Porte Fire Control, Prevention and Emergency Medical Services District – D. Ladd

The public hearing opened at 6:35 p.m. Assistant Fire Chief Donald Ladd presented a summary of the proposed budget of the La Porte Fire Control, Prevention, and Emergency Medical Services District. There were no public comments. The public hearing closed at 6:51 p.m.

Councilmember Zemanek made a motion to approve the La Porte Fire Control, Prevention, and Emergency Medical Services District's proposed budget for the fiscal year beginning October 1, 2018, as approved by the Board of Directors of the District at its meeting held on June 21, 2018. Councilmember Kaminski seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember K. Martin was absent.**

- (g) Public hearing to receive comments regarding request by property owner to authorize a variance to Section 6-2 of the Code of Ordinances of the City of La Porte, by allowing the sale of alcoholic beverages for on-premise consumption at Aroma's Italian Grill located at 1023 S. Broadway, within 300 feet of a public school; consider approval or other action regarding an Ordinance authorizing a variance to Section 6-2 of the Code of Ordinances of the City of La Porte, by allowing the sale of alcoholic beverages for on-premise consumption at Aroma's Italian Grill located at 1023 S. Broadway, within 300 feet of a public school – R. Mancilla

The public hearing opened at 6:52 p.m. Planning and Development Director Richard Mancilla presented a summary. There were no public comments. The public hearing closed at 6:54 p.m.

Councilmember Bentley made a motion to approve an Ordinance authorizing a variance to Section 6-2 of the Code of Ordinances of the City of La Porte, by allowing the sale of alcoholic beverages for on-premise consumption at Aroma's Italian Grill located at 1023 S. Broadway, within 300 feet of a public school. Councilmember Kaminski seconded. **MOTION PASSED 6/2.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3717: AN ORDINANCE WAIVING THE REQUIREMENTS OF SECTION 6-2 OF THE LA PORTE CODE OF ORDINANCES AND AUTHORIZING THE SALE OF ALCOHOLIC BEVERAGES FOR AROMA'S ITALIAN GRILL, LLC D/B/A AROMA'S ITALIAN GRILL, LOCATED AT 1023 S. BROADWAY ST., FOR ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THREE-HUNDRED FEET OF LA PORTE HIGH SCHOOL; CONSTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

7. REPORTS

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

Councilmember Ojeda reported on the La Porte Development Corporation Board Meeting held prior to the City Council Meeting.

8. ADMINISTRATIVE REPORTS

Assistant City Manager Jason Weeks reminded Council of the upcoming budget workshop meetings beginning at the next council meeting on August 13, 2018, and advised when the meeting packets will be available.

- 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 Chief Ken Adcox for his services and wished him well in his future endeavors. Councilmember Bentley thanked Chief Ken Adcox and wished him well on his retirement and thanked city employees for their professionalism while allowing him to visit their department the past couple of weeks. Councilmember Engelken congratulated Chief Ken Adcox on his retirement and wished him the best. Councilmember Earp wished Chief Ken Adcox the best on his retirement and thanked the citizens in Lomax for coming to the meeting to voice their concerns. Councilmember Ojeda congratulated Chief Ken Adcox on his retirement and wished him the best; informed she attended the Wall Raising for Habitat for Humanity, and the well-coordinated dedication of the La Porte Historic Colored Schoolhouse. Councilmember J. Martin thanked Chief Ken Adcox for his services to the community, and suggested the applicant of Item 6(d) come back to Council with a different proposal. Councilmember Kaminski thanked Chief Ken Adcox for his services and wished him and his family well and wished Councilmember Danny Earp a Happy Birthday; and Mayor Rigby thanked Chief Ken Adcox for his services and wished him well and informed he attended the dedication of the La Porte Historic Colored Schoolhouse this past Saturday.

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

Texas Government Code, Section 551.071 (2) – Deliberation regarding purchase, exchange, lease or value of Real Property: Meet with City Manager and City Attorney to discuss value of real property in industrial districts, concerning negotiations with industry representatives for terms of new Industrial District Agreements.

City Council recessed the regular Council meeting to convene an executive session at 7:01 p.m. regarding the item listed above.

Councilmember Earp did not attend the Executive Session, having filed a Conflict of Interest Statement, and then left the Council meeting at 7:07 p.m.

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

Council reconvened the regular Council meeting at 7:47 p.m. This subject will continue to be discussed at future council meetings. No action was taken.

12. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 7:48 p.m. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers K. Martin and D. Earp were absent.**

Patrice Fogarty, City Secretary

Passed and approved on August 27, 2018.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>August 13, 2018</u>
Requested By: <u>Jason Weeks</u>
Department: <u>City Manager's Office</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Appropriation</u>
Source of Funds: <u>N/A</u>
Account Number: <u>N/A</u>
Amount Budgeted: <u>N/A</u>
Amount Requested: <u>N/A</u>
Budgeted Item: YES NO

Exhibit: Service Agreement

Exhibit: 2018 Annual Report

SUMMARY & RECOMMENDATION

The current agreement with the Economic Alliance Houston Port Region ("Alliance") expired on June 30, 2018; therefore, we've received a request to renew the economic development services agreement with the Alliance for thirty-six (36) month period beginning July 1, 2018 and ending June 30, 2021 in the annual amount of \$20,000. La Porte may terminate this agreement at any time by giving thirty (30) days' written notice to the Alliance.

The annual economic development services agreement includes:

- One educational seminar specific to La Porte for local economic and community development professionals, as well as government officials, local business and community leaders.
- Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to La Porte.
- Undertake or update workforce analyses to provide current data targeted to prospective industries.
- Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis.
- Compile and disseminate economic and business related data to La Porte on at least an annual basis.
- Interact with the Texas Department of Economic Development on behalf of La Porte and other economic development groups to acquire economic business related data.
- Promote small or disadvantaged business development.
- Present La Porte in Alliance's marketing materials, including its website.
- Provide annual or more frequent reports to La Porte on the performance of the services.
- Prepare press releases and act as media liaison publicizing the La Porte efforts.
- La Porte will be included as a participant in Alliance's economic development initiative Project Stars, which focuses upon regional marketing and regional aesthetic improvements within the San Jacinto Texas Historic District. This service provides to the La Porte that the Alliance will communicate grant opportunities regarding this project to city, at no obligation to the city.
- Invitation to city officials and staff to all events organized and/or hosted by the Alliance.
- The Alliance will provide full membership on its board of directors for a designee of the City of La Porte.

Furthermore, the Alliance will make available to La Porte the following:

- Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in La Porte.
- Copies of the Alliance studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects.
- Copies of the Alliance publications.

On July 9th, the Alliance made their annual public presentation to the City Council. On July 23rd, the La Porte Economic Development Board discussed and approved the thirty-six (36) month economic development services agreement. Since the funds are budgeted in the Economic Development budget, staff has asked the Alliance to revise their agreement to include both the approvals by the Economic Development board and City Council.

Action Required by Council:

Consider approval or other action authorizing the City of La Porte Mayor to sign a thirty-six (36) month economic development services agreement with the Economic Alliance Houston Port Region beginning July 1, 2018 and ending June 30, 2021.

Approved for City Council Agenda

Corby Alexander, City Manager

Date

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS Economic Development Services Agreement ("Agreement") is made and entered into by and between the ECONOMIC ALLIANCE HOUSTON PORT REGION, a Texas non-profit corporation; 203 Ivy Avenue, Ste 200, Deer Park, Texas 77536 (hereinafter "THE ECONOMIC ALLIANCE"), and the City of La Porte, Texas; 604 Fairmont Parkway, La Porte, Texas 77571, (hereinafter "THE CITY").

WHEREAS, THE ECONOMIC ALLIANCE is a non-profit corporation organized to promote economic development with an emphasis on performance in the southeast portion of Harris County, and;

WHEREAS, THE CITY promotes economic development in La Porte, Harris County, Texas; and;

WHEREAS, THE CITY seeks assistance to fulfill its economic development initiatives in La Porte, Texas; and

WHEREAS, THE ECONOMIC ALLIANCE is qualified and willing to perform such assistance functions,

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of La Porte, Texas, the Parties have agreed and do hereby agree as follows:

ARTICLE I Goals

Section 1.0 I: THE CITY represents its goals in its Economic Development Program to include, but may not be limited to the following:

- a. Creating economic diversification to provide for stable, consistent and balanced growth;
- b. Building La Porte's business/commercial tax base;
- c. Retaining existing jobs;
- d. Creating an economic climate conducive to the development and growth of business investment and commerce;
- e. Enhancing the quality of life for all citizens residing or working within La Porte, Texas;
- f. Promoting La Porte, Texas as the location of choice for new, expanding and relocating businesses;

- g. Attracting new businesses and development to La Porte, Texas;
- h. Encouraging the expansion and development to La Porte, Texas;
- i. Retaining businesses currently located in La Porte, Texas;
- j. Establishing new partnerships for the promotion of economic development.

ARTICLE II
Qualifications of THE ECONOMIC ALLIANCE

Section 2.01: THE ECONOMIC ALLIANCE represents that:

- a. THE ECONOMIC ALLIANCE is a non-profit entity that is authorized to promote economic development in all or a portion of Harris County and is currently in good standing with the State and Federal government;
- b. THE ECONOMIC ALLIANCE is engaged in an on-going effort to attract new businesses, to encourage the expansion of existing businesses, or to retain existing businesses in Harris County, including La Porte, Texas;
- c. THE ECONOMIC ALLIANCE hereby agrees to participate in joint projects and coordinate its activities with THE CITY and in an effort to reduce duplication of services and to enhance cooperation.

ARTICLE III
Scope of Services

Section 3.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to THE CITY the services described in the following paragraphs:

- a. Conduct one educational seminar specific to THE CITY for local economic and community development professionals, as well as government officials, local business and community leaders;
- b. Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to THE CITY;
- c. Undertake or update workforce analyses to provide current data targeted to prospective industries;
- d. Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis;
- e. Compile and disseminate economic and business related data to THE CITY on at least an annual basis;
- f. Interact with the Texas Department of Economic Development on behalf of THE CITY and other economic development groups to acquire economic business related data;
- g. Promote small or disadvantaged business development;
- h. Present THE CITY in ECONOMIC ALLIANCE's marketing materials, including its website;
- 1. Provide annual or more frequent reports to THE CITY on the performance of the services described and outlined herein;

- J. Prepare press releases and act as media liaison publicizing THE CITY's efforts.
- k. THE CITY will be included as a participant in ECONOMIC ALLIANCE's economic development initiative Project Stars, which focuses upon regional marketing and regional aesthetic improvements within the San Jacinto Texas Historic District. This service provides to the City that the Economic Alliance will communicate grant opportunities regarding this project to city, at no obligation to the city.
- L Invitation to city officials and staff to all events organized and/or hosted by THE ECONOMIC ALLIANCE;
- m. THE ECONOMIC ALLIANCE will provide full membership on its board of directors for a designee of THE CITY.

Section 3.02: Upon request, THE ECONOMIC ALLIANCE will make available to THE CITY the following:

- a. Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in THE CITY;
- b. Copies of THE ECONOMIC ALLIANCE studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects;
- c. Copies of THE ECONOMIC ALLIANCE publications;

ARTICLE IV Term of Contract

Section 4.01: This agreement is for the thirty six (36) month period beginning July 1, 2018, and ending June 30, 2021.

ARTICLE V Terms of Payment

Section 5.01: THE CITY agrees to pay THE ECONOMIC ALLIANCE a total amount of TWENTY THOUSAND AND NO/100ths Dollars (\$20,000.00) for each contract year this agreement is in effect, said \$20,000.00 payments being for the performance of services provided herein by THE ECONOMIC ALLIANCE during each of the twelve month (12) terms established in Section 4.01 of this agreement. Performance update reports shall be provided to THE CITY on at least an annual basis. Furthermore, and without limiting Section 6.01, CITY retains the right to terminate this Agreement at any point should funds not be appropriated for the

continued financing of this agreement in any fiscal year budget, or amendment to same. THE ECONOMIC ALLIANCE agrees and recognizes that CITY must budget for and approve of all purchases on a yearly basis and is unable to obligate revenues beyond the current fiscal year.

Section 5.02: THE ECONOMIC ALLIANCE, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03: THE ECONOMIC ALLIANCE shall present annual billing statements to THE CITY describing the services performed. THE CITY shall promptly process such statements, and make payment within thirty (30) days of receipt.

ARTICLE VI Termination

Section 6.01: THE CITY may terminate this Agreement at any time by giving 30 days' written notice to THE ECONOMIC ALLIANCE. THE CITY's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02: On receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to their Agreement. Within 30 days of the termination date THE CITY shall pay to THE ECONOMIC ALLIANCE, pro-rated on a monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

Section 6.03: TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE ECONOMIC ALLIANCE'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE ALLIANCE WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

Section 6.04: Termination for Cause by THE ECONOMIC ALLIANCE: THE ECONOMIC ALLIANCE may terminate its performance under this Agreement only if THE CITY defaults and fails to cure the default after receiving written notice of the alleged default. Default by THE CITY occurs if THE CITY fails to perform one or more of its material duties under this Agreement. If a default occurs and THE ECONOMIC ALLIANCE wishes to terminate the Agreement, then THE

ALLIANCE must deliver a written notice to the CITY describing the default and the proposed termination date. The date must be at least 30 days after the CITY receives notice. THE ECONOMIC ALLIANCE, at its sole option, may extend the proposed termination date to a later date. If THE CITY cures the default before the proposed termination date, then the proposed termination is ineffective. If THE CITY does not cure the default before the proposed termination date, then THE ECONOMIC ALLIANCE may terminate its performance under this Agreement on the termination date. To effect final termination, THE ECONOMIC ALLIANCE must notify THE CITY in writing.

Section 6.05: Termination for Cause by THE CITY: If THE ECONOMIC ALLIANCE defaults under this Agreement, THE CITY manager may either terminate this Agreement or allow THE ECONOMIC ALLIANCE to cure the default as provided below. THE CITY's right to terminate this Agreement for THE ECONOMIC ALLIANCE's default is cumulative of all rights and remedies, which exist now or in the future. Default by THE ECONOMIC ALLIANCE occurs if:

- a. THE ECONOMIC ALLIANCE fails to perform any of its duties under this Agreement;
- b. THE ECONOMIC ALLIANCE becomes insolvent;
- c. All or a substantial part of THE ECONOMIC ALLIANCE's assets are assigned for the benefit of its creditors; or
- d. A receiver or trustee is appointed for THE ECONOMIC ALLIANCE.

Section 6.06: If a default occurs, the CITY may, but is not obligated to, deliver a written notice to THE ECONOMIC ALLIANCE describing the default and the termination date. The CITY, at its sole option may extend the termination date to a later date. If the CITY allows THE ECONOMIC ALLIANCE to cure the default and THE ECONOMIC ALLIANCE does so to the CITY'S satisfaction before the termination date, then the termination is ineffective. If THE ECONOMIC ALLIANCE does not cure the default before the termination date, then the CITY may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.07: To effect final termination, THE CITY must notify THE ECONOMIC ALLIANCE in writing. After receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

ARTICLE VII Miscellaneous

Section 7.01 The relationship of THE ECONOMIC ALLIANCE to THE CITY shall be that of an independent contractor. THE CITY shall have no authority to direct the

day-to-day activities of any of THE ECONOMIC ALLIANCE's employees or representatives, shall have no authority over THE ECONOMIC ALLIANCE's decisions, and shall have no rights to ownership of internal working papers or other information or data of THE ECONOMIC ALLIANCE, except as otherwise specifically authorized or required herein.

Section 7.02 This Agreement shall be binding upon and inure to the benefit of THE CITY and THE ECONOMIC ALLIANCE and shall not bestow any rights on any third parties.

Section 7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance.

Section 7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

Section 7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to THE CITY OF LA PORTE

City of La Porte
Attention: Corby Alexander
604 W. Fairmont Parkway
La Porte, Texas 77571

If to THE ECONOMIC ALLIANCE:

Economic Alliance Houston Port Region
Attention: Chad Burke, President/CEO
203 Ivy Avenue, Ste 200
Deer Park, Texas 77536

Section 7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

**ECONOMIC ALLIANCE
HOUSTON PORT REGION**

By _____
Name: Chad D. Burke
Title: President/CEO

Date Signed: _____

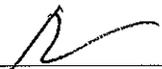
ATTEST

By _____

Name _____

Title _____

LA PORTE DEVELOPMENT CORPORATION:

By  _____
Name: Richard Warren, President

Date Signed: 7-23-2018

ATTEST

By Patrice Fogarty

Name Patrice Fogarty

Title City Secretary

CITY OF LA PORTE:

By _____
Name: Louis Rigby, Mayor

Date Signed: _____

ATTEST

By _____

Name _____

Title _____



City of La Porte Annual Report

July 9, 2018

Overview

Our Mission

A non-profit organization, whose mission for over 30 years has been to ***Grow and market a vibrant regional economy.***

Impact Initiatives

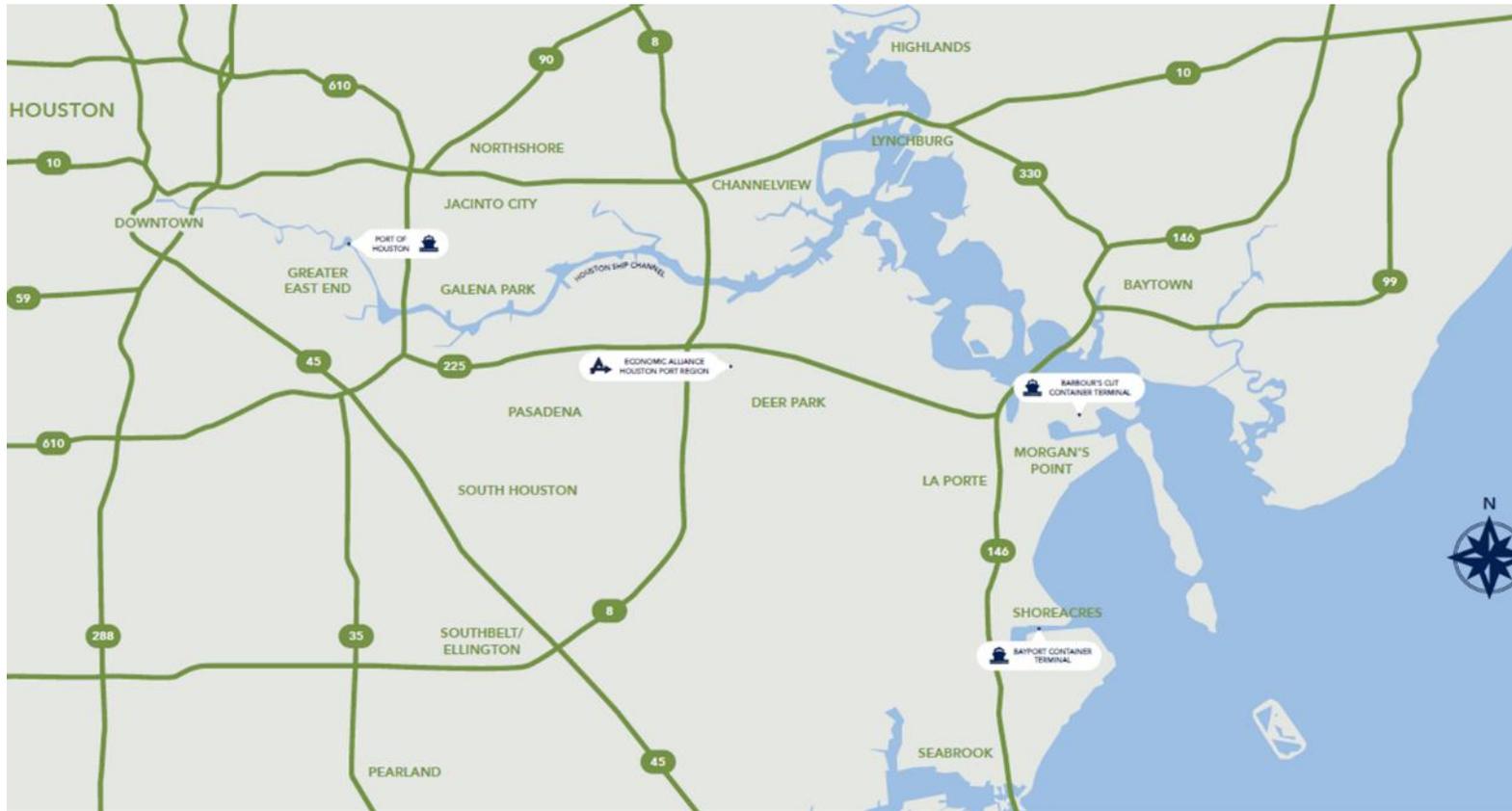
- Economic Development
- Public Policy
- Workforce Development
- Transportation
- Quality of Life



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

Leadership – Executive Board



Chairman - Glenn Royal, Royal Financial Group Merrill Lynch

Barry Klein, Shell Deer Park, Site Manager

Brenda Hellyer, San Jacinto College District, Chancellor

Roger Blackburn, Wood Group USA, Executive Account Manager

Jeff Garry, , Dow Chemical Company, Houston Area Operations Director

Karen Gregory, CenterPoint Energy, Economic Development Regional Manager

Steve Cote, Brady Chapman & Holland, Partner & Chairman PEDC

Mayor Tom Reid, City of Pearland – Ex Officio



Economic Development

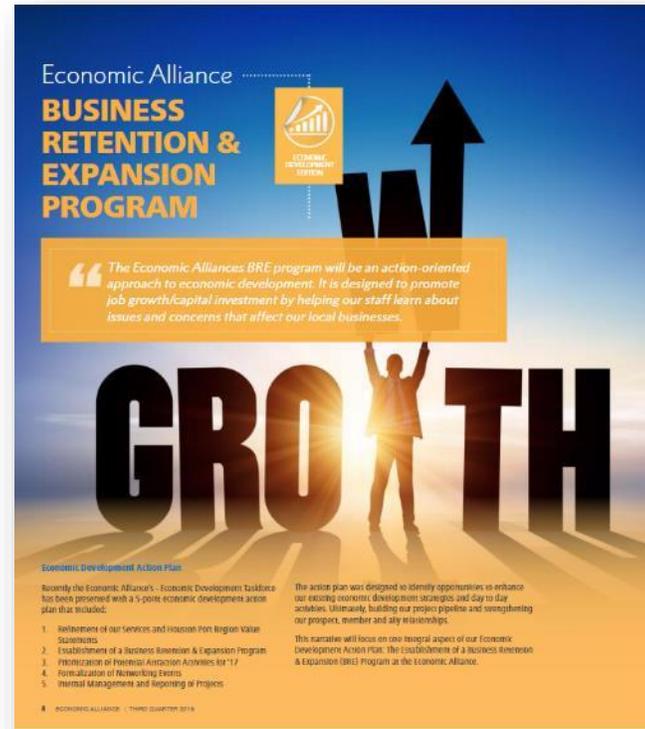
Economic Development



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.

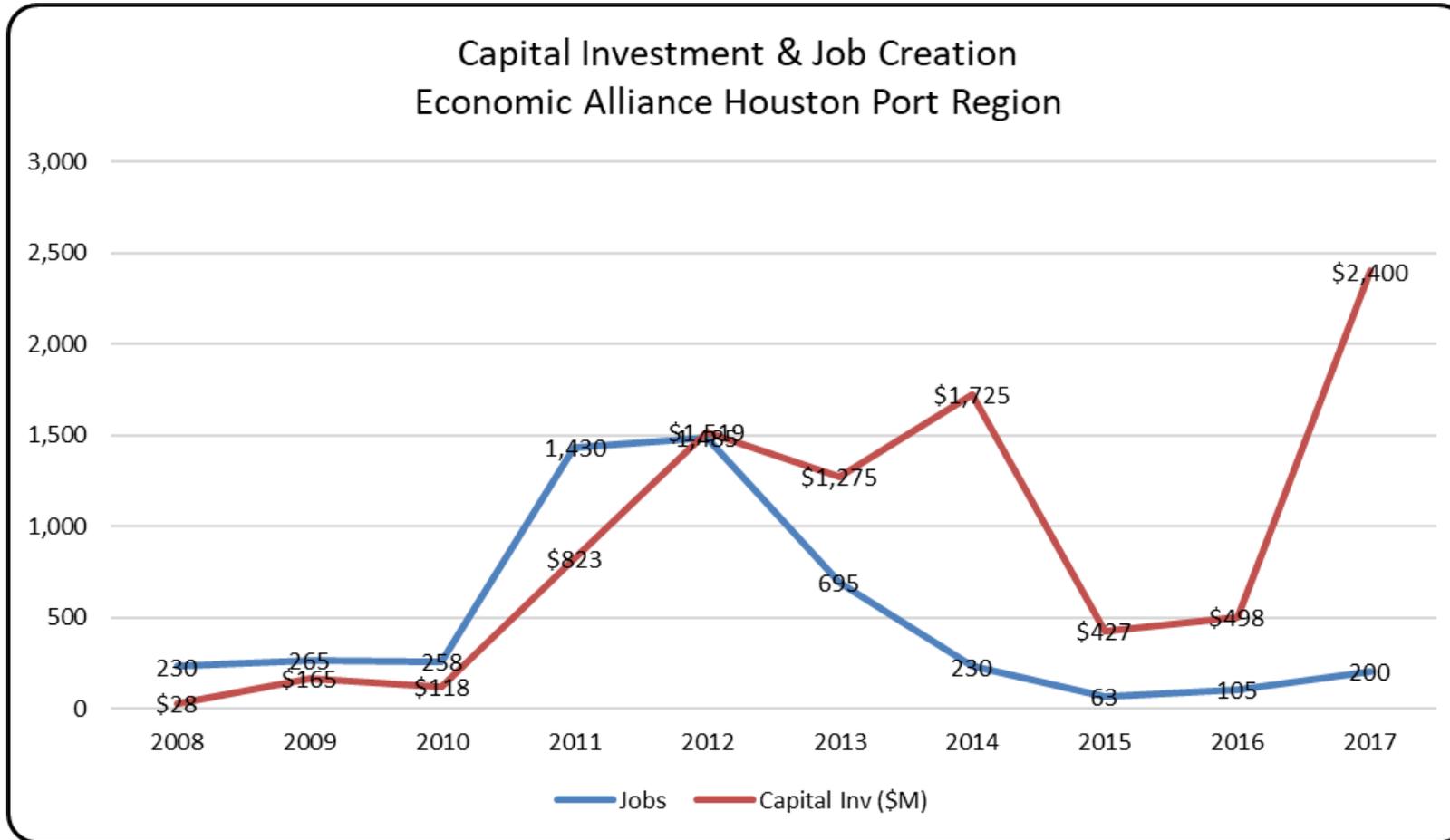
- Conduct **real estate searches**
- Participation and coordination of **site-selection tours**
- Facilitate **access to data**
- Provide guidance in evaluating State and Local **incentive & workforce programs**
- **Advocacy** for projects & **mobilization** of key board members



Economic Development



Impact on the Houston Port Region – Historical



59 "Wins" over a 10-year period:

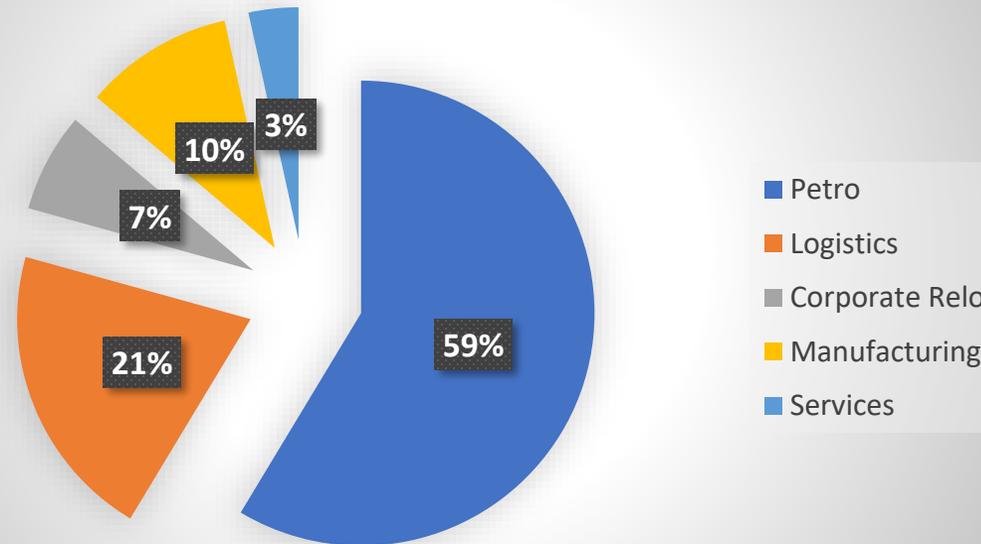
- **\$8.9B Capital Investment**
- **4,961 Jobs Created**

Economic Development

Current Project Pipeline Breakdown

Total Projects	Potential Direct Job Creation	Potential Capital Investment
34	1,994	\$6.5B

Sector Breakdown by Percentage



La Porte Project Wins 2008 - 2017



Company	Year	Target Industry	City	Jobs	Capital Investment (\$1mm)	La Porte Tax Rate	La Porte Annual Tax Revenue
New Orleans Cold Storage	2008	Food industry	LP	25	\$10	0.0071	\$71,000
Ventura	2008	Manf	LP	25	\$3	0.0071	\$21,300
AGCO Corporation	2008	Manf - Ag Equip	LP	50	\$1	0.0071	\$7,100
Air Products		PetroChem	LP	25	\$50	Industrial District*	\$220,100
Sea Scouts	2009	Hospitality	LP	2	\$0.25	NA	\$0
Desselle - Maggard Corp.	2009	Manf	LP	45	\$3	0.0071	\$21,300
LyondellBasell	2010	PetroChem	DP, LP, C	NA	NA	0.0071	\$0
Invista	2010	PetroChem	LP	105	\$40	Industrial District*	\$176,080
Noltex	2011	PetroChem	LP	20	NA	New Construction**	\$0
Clay Development	2011	Logistics	LP		\$15	0.0071	\$106,500
DuPont	2011	PetroChem	LP	490	\$5	Industrial District*	\$22,010
BOSTCO	2011	Logistics	LP	70	\$400	New Construction**	\$710,000
Linde	2013	PetroChem	LP	50	\$200	Industrial District*	\$880,400
Kobelco Compressors America, Inc.	2014	Manf	LP	10	2	0.0071	\$14,200
Ienos Olefins & Polymers USA/ Sasol Chemicals No America	2014	PetroChem	LP	30	400	Industrial District*	\$1,760,800
Siluria Technology	2015	PetroChem	LP	3	\$17	Industrial District*	\$74,834
LyondellBasell	2015	PetroChem	LP	30	\$270	Industrial District*	\$1,188,540
TOTAL		17 Projects		980	\$1,416		\$5,274,164
						Industrial District* 62% of .0071 tax rate New Construction** 25% of .0071 tax rate	

Economic Development

Why focus on the Petrochemical Industry?

For every one job created from the business of chemistry, **6.8 jobs are created in other sectors.**

In addition, the average annual salary of a U.S. chemical industry employee is \$94,000, which is 44 percent higher than the average U.S. manufacturing pay.





Public Policy

Public Policy



One Voice, Under the Leadership of the Economic Alliance

32 Economic Alliance Members Participated in **35** Meetings in **Washington DC**



24 Economic Alliance Members Participated in **31** Meetings in **Austin TX**



Workforce Development

Workforce Development

Inspiring & Preparing the Next Generation Workforce

Filling the pipeline of potential workers in the petrochemical, maritime and logistics industries.



Leveraging **partnerships** with the EHCMA and 9 community colleges to **recruit and train a qualified workforce**



Providing **career paths and job opportunities** to address **attrition, skill enhancement and demand**



2018 YTD – 33 presentations = 3,591 contacts

2017 – 72 presentations = 12,909 contacts

2016 – 50 presentations = 5,222 contacts

Six events with LPISD in '17 & '18



Workforce Development



Safety Rates by Industry

**OSHA Commonly Used Statistics:
Comparisons of Weighted Averages by Industry**

13.7 – Nursing and Residential Care

10.2 – Police Protection

5.9 – Hospitals

3.5 – Education and Health services

0.6 – Real Estate

3.6 – All Manufacturing Industry

2.5 – Texas Manufacturing

2.0 – All Chemical Manufacturing

1.3 – Texas Chemical Manufacturing

Local Plants

0.37 – La Porte Plants in 2017 (employee and contractors)

0.30 – Pasadena Plants in 2017 (employee and contractors)

Safety Rates are incidents* per 200,000 man hours, or 100 people/year

*Incidents = anything above first aid, (requiring medical attention)



Transportation

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 Commuters

Public Policy - Transportation Taskforce



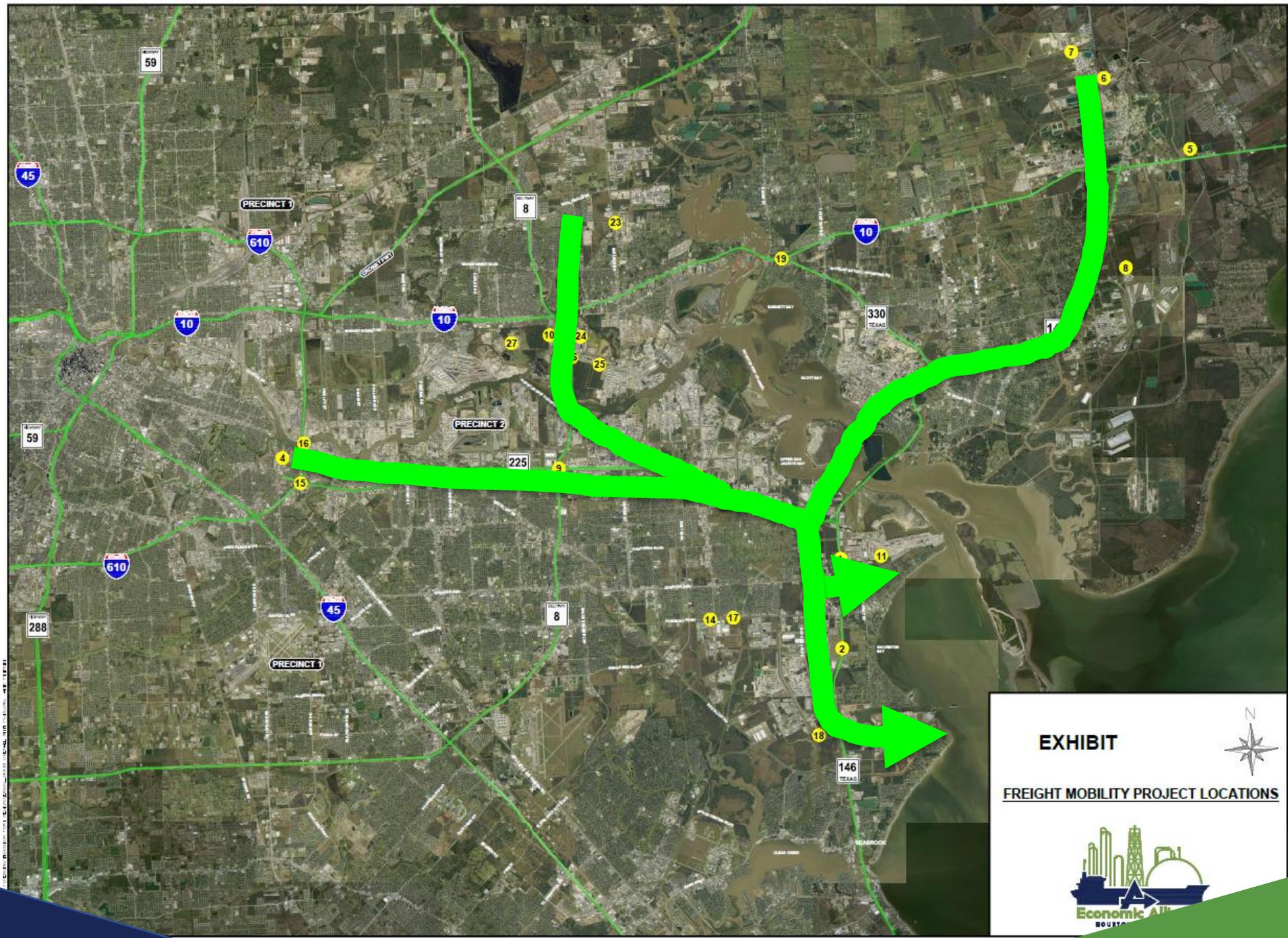
Why the Urgency

1. \$50B in projects in the petrochemical industry over the last 5 years, the first production comes online in 2018
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 2-3 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	August of 2019 Intersection improvements (not Direct Connectors) TxDOT is working with Texas A&M Transportation Institute to study Origin/Destinations between the Barbours' Cut Terminal and the SH 146/SH 225 interchange to determine the impacts of a direct connector
2	SH-146 Widening - Fairmont to Red Bluff Road	H/S	Widen to 6 main lanes Environmentally cleared Final design underway/anticipated to let in Fall 2022 The total cost of this project is approximately \$42 million
3	SH-225 expansion/improvement (8-East 146)	H/S	• 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	This may be in the TIP for FY 2017 as MPOID 17017 - please verify
5	Grand Parkway NE Segments H & I	H/S	Design-Build Project/recently awarded The total cost of this project is approximately \$1.4 Billion Estimated completion date is February 2022 Construction to begin Summer 2018
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	• No improvements are currently planned
8	FM 565 from SH-146 to SH-99 – widening and addition of turning lanes	H/S	MPOID 17113; FY 2024 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	H/M	Working with HCTRA Construction of 4 connectors is funded Applying for Federal Grant for the remain work Environmental studies underway No ROW needed Anticipated letting in 2021 Estimate construction cost for entire interchange is \$180 Million
10	SH146 from I10 to Business 146 (Alexander Drive)	H/M	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
11	Penn City Connector	H/M	
12	Barbours Cut Blvd expansion to 6 lanes	H/M	TxDOT in talks with Port Houston
13	SH-225 expansion/improvement (8-West 610)	H/M	
14	I-69 Bypass (feasibility of a bypass on the East side of Houston is being considered)	H/M	Potentially starting as far South as Wharton and tying as far North as Cleveland Potential to use SH 99 Seg. H & I Southern Section of an I-69 Bypass is being discussed through HGAC TxDOT is beginning an Origin-Destination Study (O-D) to determine how many trucks would use the route
15	Fairmont Parkway (Turning improvements)	H/M	Under construction County and La Porte funded through TxDOT Grant
16	SH-225 and I-610 Interchange	H/L	TxDOT is working with H-GAC to begin a feasibility study for SH 225 from I-610 to SH 146
17	I-610 bridge at HSC	H/L	Additional meetings with the Economic Alliance are requested to identify the needs and project scope at this location
18	Fairmont Parkway (Widening)	H/L	Widening is recommended from Canada Rd to SH 146. There are at least 3 major freight generators on the south side of Fairmont in this area.
19	Port Road Phase 3 & Drainage	M/M	Related project: MPOID 10452 in FY 2020 widens Port Rd. from SH 146 to Todville
20	SH-330 (improve northbound connectivity to I-10 - 2 lanes or direct connect)	M/M	Construct Northbound to Eastbound connection Working to secure construction funding Anticipated environmental clearance – Summer 2018 The estimated let date is Spring 2022 The total cost of this project is approximately \$10 million
21	Independence Parkway (improve Northbound connectivity to SH-225)	M/M	dedicated turning lane. Getting those trucks in and out of Ind. Blvd. Increase turning capacity
22	Spencer Highway Bridge (Bayport Rail Mainline) at Fairmont	M/L	MPOID 10532; FY 2018
23	Bayport Mainline Rail Track	M/L	MPOID 10455; FY 2017
24	Sheldon Road expansion	M/L	County updating cost estimate of project
25	Applet Road (Sheldon to Market)	M/L	
26	Jacintoport Road Improvement	L/L	Also on the Primary Highway Freight System, thereby eligible for federal freight funding
27	Jacintoport Direct Connectors	L/L	Direct Connect makes it a TxDOT/HCTRA discussion
28	Haden Rd (extension to Penn City Rd)	L/L	County roadway/POHA
	TxDOT Projects shaded		
	Harris County Projects		
			Priority Level: 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



Quality of Life

Mini-Mural Matching Grant Program





Member Involvement

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**

Informing the Nation

Gulf Coast Industry Forum: September 19-20

9th Year in the Pasadena Convention Center

2-day Conference Brings Together Industry Leaders focused in Petrochemicals, Energy and Logistics



Gulf Coast Industry Forum

AN ECONOMIC ALLIANCE HOUSTON PORT REGION EVENT



Networking & Connections

- **1000+** Attendees
- **40** Exhibiting Companies & Institutions



Industry & Market Insight

- Global Chemicals Outlook
- Plant Managers Panel
- Midstream Oil & Gas Report
- Regulations & Policy Update
- Port Houston Update





Thank You

www.allianceportregion.com

Action Required by Council:

Consider approval or other action regarding an Interlocal Agreement between the City of La Porte and San Jacinto Community College District for use of backup facilities during an emergency or disaster.

Approved for City Council Agenda

Corby Alexander, City Manager

Date

INTERLOCAL AGREEMENT FOR BACK UP FACILITY DURING DISASTER OR EMERGENCY

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS Interlocal Agreement for Back Up Facility During Disaster or Emergency (“Agreement”) is entered into this **10th** day of **July**, 2018 (“Effective Date”), by and between the City of La Porte, Texas, a municipal corporation, (“City”) and San Jacinto Community College District, a public community college school district organized under Chapter 130 of the Texas Education Code, (“District”). As used herein, the term “Party” shall mean the City or the District individually, and the term “Parties” shall mean the City and District collectively.

RECITALS

WHEREAS, the City and the District both are local governments or local governmental entities as defined in Sections 418.004(10) and 791.003(4) of the Texas Government Code; and

WHEREAS, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”) is designed to increase the efficiency and effectiveness of local governments by permitting governmental entities to contract with one another through interlocal agreements to perform a service or governmental function that each Party is authorized to perform; and

WHEREAS, the City and the District share common boundaries; and

WHEREAS, City and District have facilities which would benefit the other Party as a back up facility in the event of disasters as defined in Chapter 418 of the Texas Government Code and emergencies, including natural disasters, as described in other statutes and authorities, including, without limitation, Chapter 421 of the Texas Government Code; and

WHEREAS, City and District have identified a need and desire to memorialize their agreement to share their respective facilities for back up use to the other Party in the event of an emergency requiring the temporary relocation and/or sheltering of essential personnel, as described in Applicable Law and determined by the City and the District and to include, without limitation, law enforcement officers, firefighters, paramedics, medical technicians, emergency management personnel, and other first responders, (individually and collectively, “Essential Personnel”).

NOW, THEREFORE, it is agreed between City and District as follows:

AGREEMENT

**I.
APPLICABLE LAW**

As used herein, the term “Applicable Law” or “Applicable Laws” shall mean applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, those relating to emergency management, disaster response, and homeland security, to include the Texas Government Code, Chapter 418 and Texas Government Code, Chapter 421; those relating to the hiring, licensing, and conduct of Essential Personnel to include 37 Texas Administrative Code, Part 7; those relating to employee relations to include Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975; those relating to the access to and dissemination of information to include the Texas Public Information Act (Chapter 552 of the Texas Government Code) and the Family Educational Rights and Privacy Act of 1974; other laws as may be applicable to include the Texas Education Code, the Texas Administrative Code; and each Party’s policies and procedures as may be applicable to include building use policies, activities while on the other Party’s property, and emergency management plans and procedures.

The Parties agree to perform under this Agreement in compliance with all Applicable Laws.

**II.
GRANT OF USE OF FACILITIES**

The City and District agree that upon the terms and conditions as set forth in this Agreement, one or more buildings and similar facilities under each Party’s authority and control may be used by the other Party as an alternate or backup facility for Essential Personnel as required for disaster assistance and response, to the extent such Essential Personnel are employed by or under contract with City or District in the event of an emergency and are acting within the course and scope of the employees’ assigned duties.

**III
TERMS AND CONDITIONS OF USE OF FACILITIES**

- 1) **Disaster; Homeland Security Activity; Emergency.** In the event of a “disaster,” as defined in Section 418.004(1) of the Texas Government Code; a “Homeland Security Activity,” as defined in Section 421.001(3) of the Texas Government Code; or other emergency defined as such in or a response to which the provision of a back up facility for the housing and staging of Essential Personnel is required, the Party who owns or controls the use of the back up facility will make that facility available under the following terms and conditions:
 - a. **Determination of Facility.** The Parties will confer and agree upon the facility that is in the best location and most suitable to provide services as described in this Agreement;

b. Amount of Space. The Parties will confer on the amount of space needed, including, a location within a building and the amount and location of storage that is required; and

c. Supplies and Equipment. Each Party will provide its own supplies and equipment needed for its Essential Personnel, such supplies and equipment to include, but are not limited to:

- i. Cots, bedding, and furniture required for that Party's Essential Personnel;
- ii. Food and supplies sufficient to provide for that Party's Essential Personnel;
- iii. Police protection for that Party's Essential Personnel;
- iv. Emergency medical technicians to provide medical attention for Essential Personnel; and
- v. Personnel to coordinate, manage, and supervise the area(s) being used by Essential Personnel.

2) Costs and Expenses. Costs and expenses will be allocated and paid as follows:

a. Each Party agrees to pay the wages, benefits, taxes, costs, and expenses associated with its own Essential Personnel.

b. After the first twelve (12) hour period of use, the Party using the other Party's facility ("Receiving Party") shall pay the Party who owns or is in control of that facility ("Host Party") all costs of the back up facility, including, without limitation, operation and maintenance of any equipment at the facility that is provided by the Host Party; building operation costs and expenses, such as utilities, maintenance, generators, sanitation, and security; and cost and expenses for any property damage caused by the presence of the Receiving Party at the Host Party's facility. During the first twelve (12) hours of use by the Receiving Party, the Host Party will be responsible for all expenses for the back up facility. Reimbursement of costs and expenses under this Section 2(b) shall be made by the Receiving Party within thirty (30) days of receipt of an invoice from the Host Party, which invoice will include copies of receipts and other reasonable documentation showing the costs and expenses incurred by the Host Party.

3) Duration of Use of the Facility. During the Term, in the event that a Receiving Party uses the Host Party's facility for back up housing and staging for deployment during a disaster or emergency, the duration of use will be for a reasonable amount of time under the circumstances but may be terminated by the Host Party in the event that the use by the Receiving Party impedes the Host Party's ability to re-open the facility for its own uses and the provision of services to its constituencies.

4) Insurance. Both City and District agree to carry insurance policies as may be required for its operations and participation under this Agreement, which policies will include the following:

a. **WORKERS' COMPENSATION COVERAGE:** Each Party shall obtain worker's compensation insurance or otherwise comply with all Applicable Laws under the Texas Labor Code, including the Texas Workers' Compensation Act, and shall be responsible for its own actions and those of its Essential Personnel.

b. **AUTOMOBILE LIABILITY COVERAGE:** Each Party shall obtain coverage for automobile accidents and liability as required under Applicable Law, including the Texas motor vehicle financial responsibility laws, and shall be responsible for its own actions and the actions of the Essential Personnel of that Party in the use of motor vehicles.

c. **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY AND LAW ENFORCEMENT LIABILITY:** Each Party agrees to obtain or continue to carry its general liability, public official's liability, and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program and shall be responsible for the injury to persons and property damage caused by its own acts and omissions and the acts and omissions of the Essential Personnel of that Party.

d. **OTHER COVERAGE:** Each Party shall provide and maintain its standard packages of medical and death benefit insurance coverage for the Essential Personnel of that Party.

5) **Wages.** All personnel of a Party who are assigned, designated or ordered by their employer and/or its governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the Essential Personnel are regularly employed.

IV. TERM

6) **Term.** The initial term of this Agreement shall commence on the Effective Date and expire on **July 9, 2019** ("**Initial Expiration Date**") (the period between the Effective Date and Initial Expiration Date being referred to herein as "**Initial Term**"). Notwithstanding the foregoing, this Agreement shall renew automatically for five (5) consecutive one-year periods (each a "**Renewal Term**" and collectively "**Renewal Terms**") unless and until either Party terminates this Agreement by giving the other Party thirty (30) days' written notice thereof. As used herein the term "**Term**" means the period from the Effective Date until the earlier of (a) the last day of the final Renewal Term; or (b) the effective date of termination in the termination notice given by a Party.

V. LIABILITY

7) **Immunity.** Pursuant to Section 421.062 of the Texas Government Code, except for the obligation to reimburse the Host Party as set forth in this Agreement, a Party that is providing a service under this Agreement is immune from civil liability that that arises from the furnishing of that service. Additionally, by entering this Agreement, neither Party, nor any member of that Party's governing board, its employees, volunteers, or agents, waives any immunity to which that

Party or any of its governing board, employees, volunteers, or agents is entitled under Texas or federal law.

VI
MISCELLANEOUS PROVISIONS

8) Miscellaneous Provisions.

a. Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Contract, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

b. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

c. Entire Agreement. The terms and conditions of this Agreement, including the Recitals and any exhibits, which are incorporated herein, constitute the entire agreement between the Parties with respect to the subject matter set forth herein and supersede all prior discussions and agreements, whether verbal or written.

d. Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

e. Amendments. This Agreement may not be altered, amended, modified, or supplemented except in a written document executed by both Parties.

f. No Assignments. Neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in that Party's sole discretion. Any attempt at assignment in contravention of this prohibition shall be void.

g. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the City and the District and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

h. Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one instrument; provided each of the Parties hereto executes at least

one counterpart. A facsimile or other electronic signature to this Agreement shall be sufficient to prove the execution hereby by any Party. The Parties consent to the transmission of copies of this Agreement and any documents related to this Agreement by electronic means and intend that the Texas Electronics Transaction Act will apply to this transaction.

This Interlocal Agreement for Back Up Facility During Disaster or Emergency is executed as of the Effective Date of **July 10, 2018**:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: Brenda Hellyer
7/10/18 Brenda Hellyer, Ed.D,
Chancellor

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED AS TO FORM:

Clark T. Askins
Assistant City Attorney

INTERLOCAL AGREEMENT FOR BACK UP FACILITY DURING DISASTER OR EMERGENCY

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS Interlocal Agreement for Back Up Facility During Disaster or Emergency (“Agreement”) is entered into this **10th** day of **July**, 2018 (“Effective Date”), by and between the City of La Porte, Texas, a municipal corporation, (“City”) and San Jacinto Community College District, a public community college school district organized under Chapter 130 of the Texas Education Code, (“District”). As used herein, the term “Party” shall mean the City or the District individually, and the term “Parties” shall mean the City and District collectively.

RECITALS

WHEREAS, the City and the District both are local governments or local governmental entities as defined in Sections 418.004(10) and 791.003(4) of the Texas Government Code; and

WHEREAS, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”) is designed to increase the efficiency and effectiveness of local governments by permitting governmental entities to contract with one another through interlocal agreements to perform a service or governmental function that each Party is authorized to perform; and

WHEREAS, the City and the District share common boundaries; and

WHEREAS, City and District have facilities which would benefit the other Party as a back up facility in the event of disasters as defined in Chapter 418 of the Texas Government Code and emergencies, including natural disasters, as described in other statutes and authorities, including, without limitation, Chapter 421 of the Texas Government Code; and

WHEREAS, City and District have identified a need and desire to memorialize their agreement to share their respective facilities for back up use to the other Party in the event of an emergency requiring the temporary relocation and/or sheltering of essential personnel, as described in Applicable Law and determined by the City and the District and to include, without limitation, law enforcement officers, firefighters, paramedics, medical technicians, emergency management personnel, and other first responders, (individually and collectively, “Essential Personnel”).

NOW, THEREFORE, it is agreed between City and District as follows:

AGREEMENT

I.
APPLICABLE LAW

As used herein, the term “Applicable Law” or “Applicable Laws” shall mean applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, those relating to emergency management, disaster response, and homeland security, to include the Texas Government Code, Chapter 418 and Texas Government Code, Chapter 421; those relating to the hiring, licensing, and conduct of Essential Personnel to include 37 Texas Administrative Code, Part 7; those relating to employee relations to include Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975; those relating to the access to and dissemination of information to include the Texas Public Information Act (Chapter 552 of the Texas Government Code) and the Family Educational Rights and Privacy Act of 1974; other laws as may be applicable to include the Texas Education Code, the Texas Administrative Code; and each Party’s policies and procedures as may be applicable to include building use policies, activities while on the other Party’s property, and emergency management plans and procedures.

The Parties agree to perform under this Agreement in compliance with all Applicable Laws.

II.
GRANT OF USE OF FACILITIES

The City and District agree that upon the terms and conditions as set forth in this Agreement, one or more buildings and similar facilities under each Party’s authority and control may be used by the other Party as an alternate or backup facility for Essential Personnel as required for disaster assistance and response, to the extent such Essential Personnel are employed by or under contract with City or District in the event of an emergency and are acting within the course and scope of the employees’ assigned duties.

III
TERMS AND CONDITIONS OF USE OF FACILITIES

- 1) Disaster; Homeland Security Activity; Emergency. In the event of a “disaster,” as defined in Section 418.004(1) of the Texas Government Code; a “Homeland Security Activity,” as defined in Section 421.001(3) of the Texas Government Code; or other emergency defined as such in or a response to which the provision of a back up facility for the housing and staging of Essential Personnel is required, the Party who owns or controls the use of the back up facility will make that facility available under the following terms and conditions:
 - a. Determination of Facility. The Parties will confer and agree upon the facility that is in the best location and most suitable to provide services as described in this Agreement;

b. Amount of Space. The Parties will confer on the amount of space needed, including, a location within a building and the amount and location of storage that is required; and

c. Supplies and Equipment. Each Party will provide its own supplies and equipment needed for its Essential Personnel, such supplies and equipment to include, but are not limited to:

- i. Cots, bedding, and furniture required for that Party's Essential Personnel;
- ii. Food and supplies sufficient to provide for that Party's Essential Personnel;
- iii. Police protection for that Party's Essential Personnel;
- iv. Emergency medical technicians to provide medical attention for Essential Personnel; and
- v. Personnel to coordinate, manage, and supervise the area(s) being used by Essential Personnel.

2) Costs and Expenses. Costs and expenses will be allocated and paid as follows:

a. Each Party agrees to pay the wages, benefits, taxes, costs, and expenses associated with its own Essential Personnel.

b. After the first twelve (12) hour period of use, the Party using the other Party's facility ("Receiving Party") shall pay the Party who owns or is in control of that facility ("Host Party") all costs of the back up facility, including, without limitation, operation and maintenance of any equipment at the facility that is provided by the Host Party; building operation costs and expenses, such as utilities, maintenance, generators, sanitation, and security; and cost and expenses for any property damage caused by the presence of the Receiving Party at the Host Party's facility. During the first twelve (12) hours of use by the Receiving Party, the Host Party will be responsible for all expenses for the back up facility. Reimbursement of costs and expenses under this Section 2(b) shall be made by the Receiving Party within thirty (30) days of receipt of an invoice from the Host Party, which invoice will include copies of receipts and other reasonable documentation showing the costs and expenses incurred by the Host Party.

3) Duration of Use of the Facility. During the Term, in the event that a Receiving Party uses the Host Party's facility for back up housing and staging for deployment during a disaster or emergency, the duration of use will be for a reasonable amount of time under the circumstances but may be terminated by the Host Party in the event that the use by the Receiving Party impedes the Host Party's ability to re-open the facility for its own uses and the provision of services to its constituencies.

4) Insurance. Both City and District agree to carry insurance policies as may be required for its operations and participation under this Agreement, which policies will include the following:

a. **WORKERS' COMPENSATION COVERAGE:** Each Party shall obtain worker's compensation insurance or otherwise comply with all Applicable Laws under the Texas Labor Code, including the Texas Workers' Compensation Act, and shall be responsible for its own actions and those of its Essential Personnel.

b. **AUTOMOBILE LIABILITY COVERAGE:** Each Party shall obtain coverage for automobile accidents and liability as required under Applicable Law, including the Texas motor vehicle financial responsibility laws, and shall be responsible for its own actions and the actions of the Essential Personnel of that Party in the use of motor vehicles.

c. **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY AND LAW ENFORCEMENT LIABILITY:** Each Party agrees to obtain or continue to carry its general liability, public official's liability, and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program and shall be responsible for the injury to persons and property damage caused by its own acts and omissions and the acts and omissions of the Essential Personnel of that Party.

d. **OTHER COVERAGE:** Each Party shall provide and maintain its standard packages of medical and death benefit insurance coverage for the Essential Personnel of that Party.

5) **Wages.** All personnel of a Party who are assigned, designated or ordered by their employer and/or its governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the Essential Personnel are regularly employed.

IV. TERM

6) **Term.** The initial term of this Agreement shall commence on the Effective Date and expire on **July 9, 2019** ("**Initial Expiration Date**") (the period between the Effective Date and Initial Expiration Date being referred to herein as "**Initial Term**"). Notwithstanding the foregoing, this Agreement shall renew automatically for five (5) consecutive one-year periods (each a "**Renewal Term**" and collectively "**Renewal Terms**") unless and until either Party terminates this Agreement by giving the other Party thirty (30) days' written notice thereof. As used herein the term "**Term**" means the period from the Effective Date until the earlier of (a) the last day of the final Renewal Term; or (b) the effective date of termination in the termination notice given by a Party.

V. LIABILITY

7) **Immunity.** Pursuant to Section 421.062 of the Texas Government Code, except for the obligation to reimburse the Host Party as set forth in this Agreement, a Party that is providing a service under this Agreement is immune from civil liability that that arises from the furnishing of that service. Additionally, by entering this Agreement, neither Party, nor any member of that Party's governing board, its employees, volunteers, or agents, waives any immunity to which that

Party or any of its governing board, employees, volunteers, or agents is entitled under Texas or federal law.

VI
MISCELLANEOUS PROVISIONS

8) Miscellaneous Provisions.

a. Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Contract, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

b. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

c. Entire Agreement. The terms and conditions of this Agreement, including the Recitals and any exhibits, which are incorporated herein, constitute the entire agreement between the Parties with respect to the subject matter set forth herein and supersede all prior discussions and agreements, whether verbal or written.

d. Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

e. Amendments. This Agreement may not be altered, amended, modified, or supplemented except in a written document executed by both Parties.

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g. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the City and the District and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

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SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: Brenda Hellyer
7/10/18 Brenda Hellyer, Ed.D.,
Chancellor

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED AS TO FORM:

Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>August 13, 2018</u>
Requested By: <u>Mike Kirkwood</u>
Department: <u>Planning and Development</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input checked="" type="checkbox"/>

<u>Budget</u>
Source of Funds: <u>General Fund</u>
Account Number: <u>001-9092-524-6021</u>
Amount Budgeted: <u>\$71,800</u>
Amount Requested: <u>TBD</u>
Budgeted Item: YES X NO

Exhibits: Ordinance
Exhibits

SUMMARY & RECOMMENDATION

On April 23, 2018, Council reviewed the findings of the Dangerous Building Inspection Board and granted a June 11, 2018, public hearing date to receive public comment and consider formal action on the structure located at 9906 Rocky Hollow. A public hearing was opened and closed on June 11, 2018; action was deferred until June 25, 2018. At the June 25, 2018 meeting, Council postponed action until July 9, 2018. At the July 9, 2018, meeting, Council again postponed action until August 13, 2018, to allow a prospective buyer time to complete purchase of the property.

As of June 12, 2018, the total taxes owed on the property are \$15,630.55. In speaking with the City's tax attorney, it could take 4 – 6 months to get a court date and the entire process would take 6 – 8 months to put the property up for a tax sale.

Prior to the June 11, 2018, public hearing, a notice was published twice (May 31 & June 7) in the Bay Area Observer and posted to the City of La Porte public bulletin board as required by Chapter 82, Article VIII of the Code of Ordinances. Also, certified letters (voluntary consent to demolish form and public notice) were mailed to the building owners. City staff also posted the required notices to each property.

Action Required by Council:

Consider approval or other action of an ordinance condemning a substandard structure located at 9906 Rocky Hollow.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE BUILDING LOCATED AT LOT 14, BLOCK 40, OF FAIRMONT PARK WEST, SECTION FOUR (4), A SUBDIVISION IN HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 9906 ROCKY HOLLOW RD. TO BE IN FACT A NUISANCE, SUCH BUILDING BEING IDENTIFIED AS ONE PRIMARY RESIDENTIAL DWELLING BUT INCLUDING ALL SLABS, PARKING BAYS AND DRIVEWAYS, AND ORDERING SUCH BUILDING CONDEMNED; FINDING THAT ESTATE OF WENDELL KEITH ADAMS IS THE RECORD OWNER OF SAID PROPERTY; ORDERING THE SAID OWNER TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNER TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNER IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

WHEREAS, the City Council of the City of La Porte, passed and approved Section 82-472 of the Code of Ordinances, creating a Dangerous Building Inspection Board (*the Board*) to be composed of the Building Official or his duly authorized representative, the Fire Chief or his duly authorized representative, the Fire Marshal or his duly authorized representative; and

WHEREAS, Section 82-474 (a) provides that:

Whenever it shall come to the attention of the Board or any member thereof, by reason of the carrying out of the necessary duties of such member, or by reason of a complaint of any citizen of the City or of the City Council, that a dangerous building exists, the Board shall make a thorough inspection of such building(s); and

WHEREAS, Section 82-474 (e) provides that:

After the inspection provided for in this Section has been made, with or without the aid of experts, the Board shall report its conclusion in writing to each of the members of the City Council and to the City Attorney. Such report shall state the circumstances and the condition of the building(s) upon which such conclusion was based. The report shall be filed in all cases no matter what conclusion is stated by the Board; and

WHEREAS, it has heretofore come to the attention of the Board that one primary residential dwelling situated at LOT 14, BLOCK 40, OF FAIRMONT PARK WEST, SECTION FOUR (4) A SUBDIVISION IN

HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 284, PAGE 93 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, which is more commonly known as 9906 ROCKY HOLLOW RD., Harris County, Texas, has become dangerous or substandard and thereby a public nuisance, as established in Section 82-473 of the Code of Ordinances of the City of La Porte; and

WHEREAS, said Board has heretofore made and filed its written report, dated MARCH 29, 2018 finding said building to be in fact a dangerous building;

WHEREAS, City Council received such report, and ordered notice to the record owner and lienholders of said property that a hearing as provided in Section 82-477 of said Ordinance would be held at 6:00 PM on JUNE 11, 2018, at 604 W. Fairmont Parkway, at the Council Chambers, City Hall, City of La Porte, Texas, at which time the Council would hear further evidence for and against the conclusions of the Board;

WHEREAS, the City of La Porte has heretofore served notice upon said owner by posting a notice on the subject property at 9906 ROCKY HOLLOW RD. on or about MAY 23, 2018; and by registered mail, return receipt requested, which notice was shown by USPS as delivered to his last known address of 16297 Dockbar Court, Friendswood, Texas 77546, on or about MAY 26 , 2018 (RETURNED); a date more than ten (10) days before the date set for the public hearing; as required by law, such notice included a statement that that the owner was required to submit at the public hearing proof of the scope of work that may be required to bring the structure into compliance and the time it would take to reasonably perform the work; furthermore, notice of the aforementioned public hearing date was published in the Bay Area Observer on MAY 31, 2018 and JUNE 7, 2018;

WHEREAS, the City of La Porte has additionally served notice upon James B. Nutter and Company, lienholder against the subject property pursuant to Deed of Trust dated March 1, 2014 and recorded under Harris County Clerk File No. T572069, by registered mail, return receipt requested, which notice was shown by USPS as delivered to said lienholder on or about MAY 29, 2018, at its last known address of 4153 Broadway, Kansas City, Missouri 64111, a date more than ten (10) days before the date set for the public hearing; as required by law, such notice included a statement that that the lienholder was required to submit at the public hearing proof of the scope of work that may be required to bring the structure into compliance and the time it would take to reasonably perform the work;

WHEREAS, at said date, time, and place, City Council met in regular session to conduct such public hearing, at which time evidence was presented both for and against the conclusions of the Board, at which time the hearing was concluded;

WHEREAS, City Council, after due deliberation, and within fifteen (15) days after the termination of the JUNE 11, 2018 public hearing, is required to make its decision in writing and enter its order; and that the City Council, after the JUNE 11, 2018 public hearing, voted to table consideration of the matter to the June 25 City Council meeting, and at the June 25 City Council meeting voted to table consideration of the matter to the July 9, 2018 City Council meeting; and at the July 9, 2018 City Council meeting voted to table consideration of the matter to the August 13, 2018 City Council meeting;

WHEREAS, after the conclusion of the said public hearing the City Council voted to table consideration of the matter to the June 25 City Council meeting, and at the June 25 City Council meeting voted to table consideration of the matter to the July 9, 2018 City Council meeting; and at the July 9, 2018 City Council meeting voted to table consideration of the matter to the August 13, 2018 City Council meeting; that an order condemning the residential dwelling structure at 9906 Rocky Hollow Rd. was entered on AUGUST 13, 2018, a day which is within fifteen (15) days after the termination of the hearing and the June 25, 2018, July 9, 2018 and August 13, 2018 City Council dates; NOW THEREFORE:

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

Section 1. This Ordinance contains the Findings of Fact, Conclusions of Law, and orders of the City Council of the City of La Porte, based upon the evidence presented at said hearing.

Section 2. Based on the evidence presented at said hearing, the City Council hereby adopts the attached report of the Board, in full, and incorporates such by reference herein as fully as though set out herein.

Section 3. The City Council hereby finds, determines and declares such building, being one primary residential dwelling, to be a public nuisance, and orders such building condemned.

Section 4. The City Council hereby finds, determines and declares that ESTATE OF WENDELL KEITH ADAMS is the record owner of the property on which the aforementioned primary residential dwelling is situated, and that as such record owner, the said ESTATE OF WENDELL KEITH ADAMS has been duly and legally notified of those proceedings; furthermore, the City Council hereby finds, determines and declares that James B. Nutter and Company is the sole lienholder against the property pursuant to Deed of Trust dated March 1, 2014 and recorded under Harris County Clerk File No. T572069, and that the said James B. Nutter and Company has been duly and legally notified of those proceedings.

Section 5. The City Council hereby orders the said ESTATE OF WENDELL KEITH ADAMS to entirely remove or demolish such building, including all slabs, parking bays and driveways, and further orders the said ESTATE OF WENDELL KEITH ADAMS to commence such removal within ten (10) days from the effective date of this Ordinance, and to complete said removal or demolition within forty-five (45) days from the effective date of this ordinance.

Section 6. The City Council hereby orders the Board of the City of La Porte to cause a notice of the dangerous, unsanitary condition of the buildings to be affixed in one or more conspicuous places on the exterior of the building, which notice or notices shall not be removed or defaced by any person, under penalty of law.

Section 7. The City Council hereby orders the City Secretary to forward a certified copy of this Ordinance, to the record owner of said property and to any and all lienholders or mortgagees, by registered mail, return receipt requested; file a copy of this Ordinance in the office of the City Secretary; and, publish in the official newspaper of the city a notice containing: 1) the street address or legal description of the property, 2) the date of the public hearing, 3) a brief statement indicating the results of the hearing, and 4) instructions stating where a complete copy of this Ordinance may be obtained.

Section 8. Should the said ESTATE OF WENDELL KEITH ADAMS not comply with the orders contained in this Ordinance relating to the removal or demolition of such building including all slabs, parking bays and driveways within forty-five (45) days after hereof, then the City of La Porte shall enter upon the said premises with such assistance as it may deem necessary, and cause the said building to be removed or demolished without delay, and the expenses of such procedure shall be charged against the said record owner of said property,

and shall thereupon become a valid and enforceable personal obligation of said owner of such premises, and the said City shall carefully compute the cost of such removal or demolition, which cost shall be hereafter assessed against the land occupied by such buildings, and made lien thereon.

Section 9. The City Council officially finds, determines, and 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 10. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this the 13th day of AUGUST, 2018.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins, Assist. City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 13, 2018

Requested By: Michael Dolby

Department: Finance

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: _____

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Budget Workshop Presentation

SUMMARY & RECOMMENDATIONS

Staff will be presenting information regarding the proposed FY19 budget.

Action Required of Council:

Receive information from staff regarding the FY19 proposed budget and take appropriate action.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

City of La Porte

Budget Workshops

Week of August 13, 2018



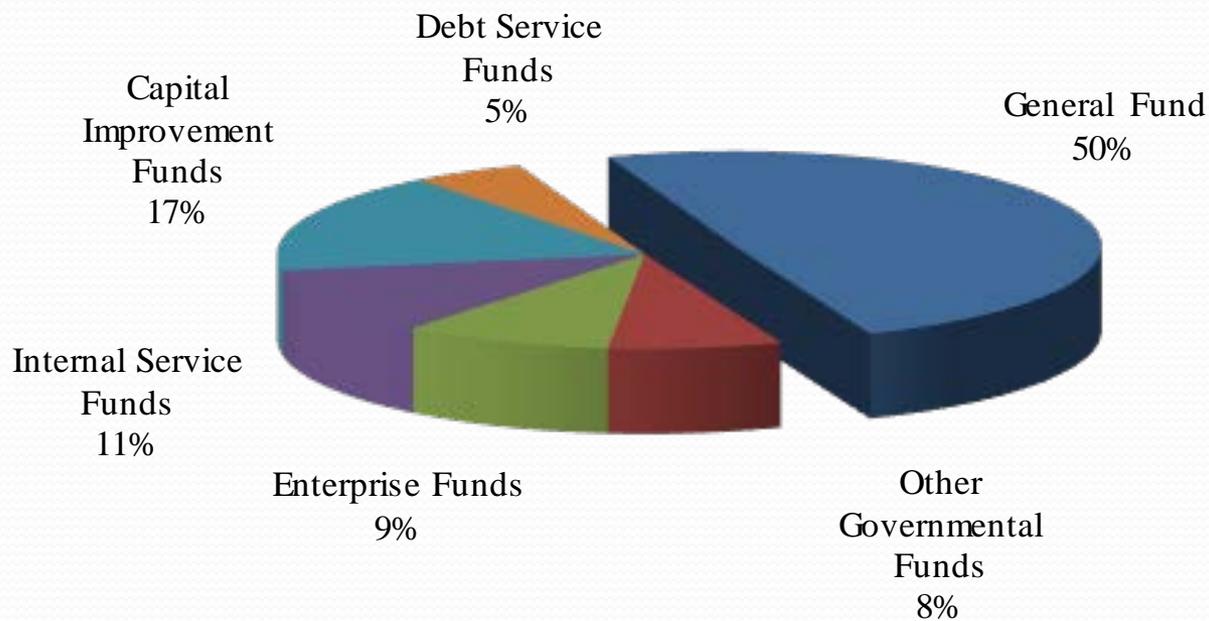


Budget Summary for Fiscal Year 2019

- No increase in property tax rate
- No utility fund rate increase
- Merit increases for non-civil service employees (\$486,248)
- Meet & confer increases for civil service employees (\$267,264)
- No change to health insurance
- Capital projects of approximately \$17.6 million
(Including \$1.2 million from Street Maintenance Sales Tax Funding)
- Vehicle replacement of \$664,590
- \$1.2 million from the General Fund for CIP
- \$2 million transfer from General Fund for health insurance



Expenditures - All Funds





Consolidated Summary of All Funds

(In millions)

	Working Capital 09/30/18	FY 18-19 Revenues	FY 18-19 Expenses	Working Capital 09/30/19
General Fund	40.87	48.07	47.21	41.73
Special Revenue	7.74	6.13	7.25	6.62
Enterprise	8.20	9.70	8.78	9.12
Internal Service	5.97	12.45	10.93	7.48
Capital Improvement	15.28	3.66	16.39	2.56
Debt Service	4.31	4.43	4.73	4.00
Total All Funds	82.36	84.44	95.28	71.52



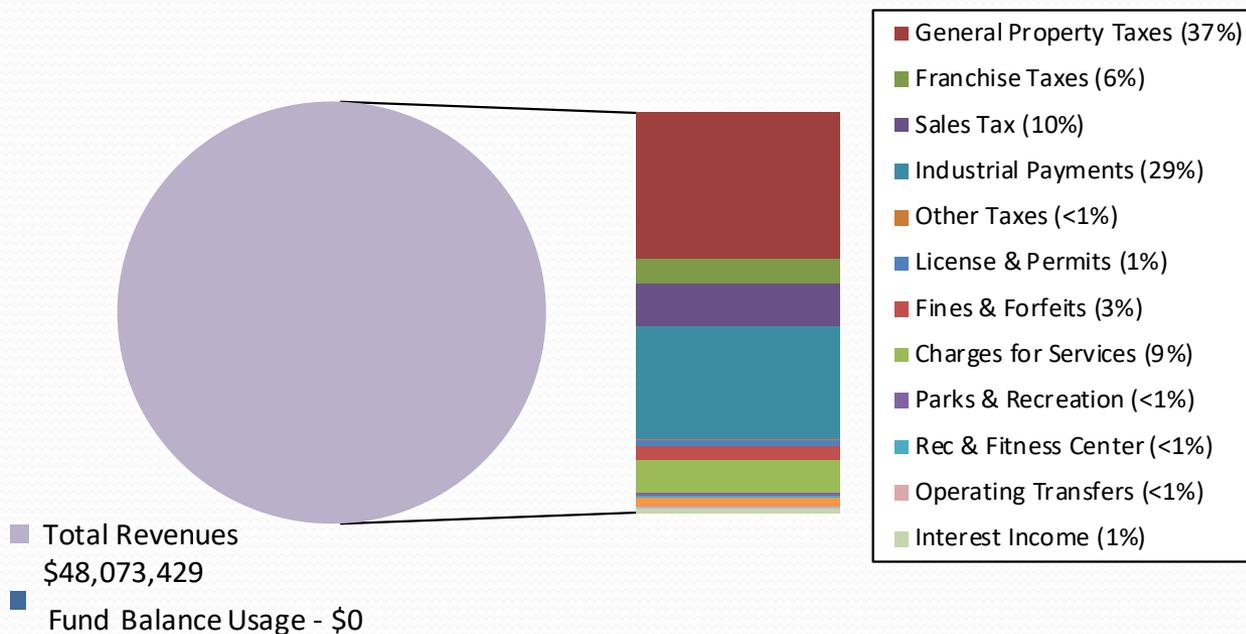
Revenues - All Funds

Description	Actual 2016-17	Budget 2017-18	Revised 2017-18	Projected 2018-19	Percent Change
General Property Taxes	21.49	21.20	21.63	20.82	-1.78%
Franchise Fees	2.25	2.43	2.55	2.92	20.19%
Sales Taxes	9.95	9.00	10.00	10.00	11.11%
Industrial Payments	14.27	13.38	14.03	13.75	2.80%
Other Taxes	0.91	0.79	0.74	0.79	0.00%
License & Permits	0.54	0.49	0.66	0.65	31.46%
Fines & Forfeits	1.97	1.68	1.71	1.69	0.74%
Charges for Services	9.00	9.03	9.04	9.26	2.59%
Parks & Recreation	0.26	0.27	0.28	0.28	3.99%
Recreation & Fitness Center	0.27	0.26	0.27	0.27	0.30%
Employee Health Service	5.32	5.21	5.35	6.01	15.39%
Water Revenue	5.96	6.26	6.04	5.98	-4.34%
Wastewater Revenue	3.55	3.50	3.49	3.43	-1.97%
Intergovernmental	1.08	0.66	0.41	0.24	-63.39%
Miscellaneous	0.53	0.10	0.11	0.10	0.00%
Operating Transfers	8.64	9.75	9.75	7.48	-23.32%
Other Financing Sources	0.82	0.13	0.13	0.13	-0.43%
Interest	0.60	0.47	0.74	0.65	37.76%
Grand Total All Revenue	87.41	84.60	86.91	84.44	-0.18%



General Fund Revenue Sources

Where the Money Comes From



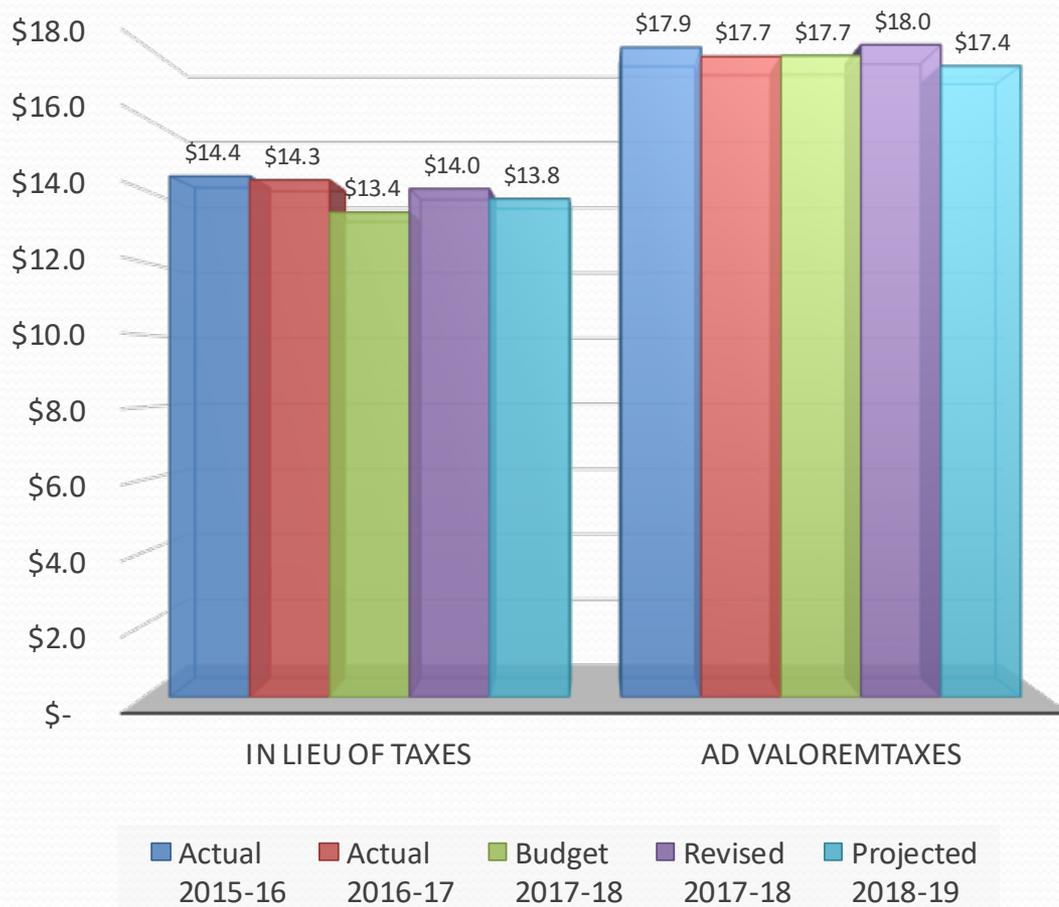


General Fund Revenues

Revenues: <i>(in millions)</i>	Actual 2016-17	Budget 2017-18	Estimated 2017-18	Projected 2018-19	Percent Change
General Property Taxes	18.184	17.961	18.261	17.677	-1.58%
Franchise Taxes	2.252	2.429	2.551	2.919	20.19%
Sales Taxes	4.983	4.500	5.000	5.000	11.11%
Industrial Payments	14.271	13.375	14.028	13.750	2.80%
Other Taxes	0.087	0.090	0.090	0.090	0.00%
Licenses & Permits	0.536	0.492	0.661	0.646	31.46%
Fines Forfeits	1.627	1.556	1.550	1.560	0.22%
Charges for Services	4.124	4.087	4.111	4.195	2.62%
Parks & Recreation	0.259	0.268	0.276	0.279	3.99%
Recreation & Fitness	0.274	0.264	0.265	0.265	0.30%
Golf Course	1.016	1.066	1.027	1.067	0.10%
Miscellaneous	0.415	0.100	0.100	0.100	0.00%
Operating Transfers	0.125	0.127	0.127	0.127	0.00%
Interest	0.357	0.325	0.400	0.400	23.08%
Total Revenues	48.512	46.639	48.447	48.073	3.08%



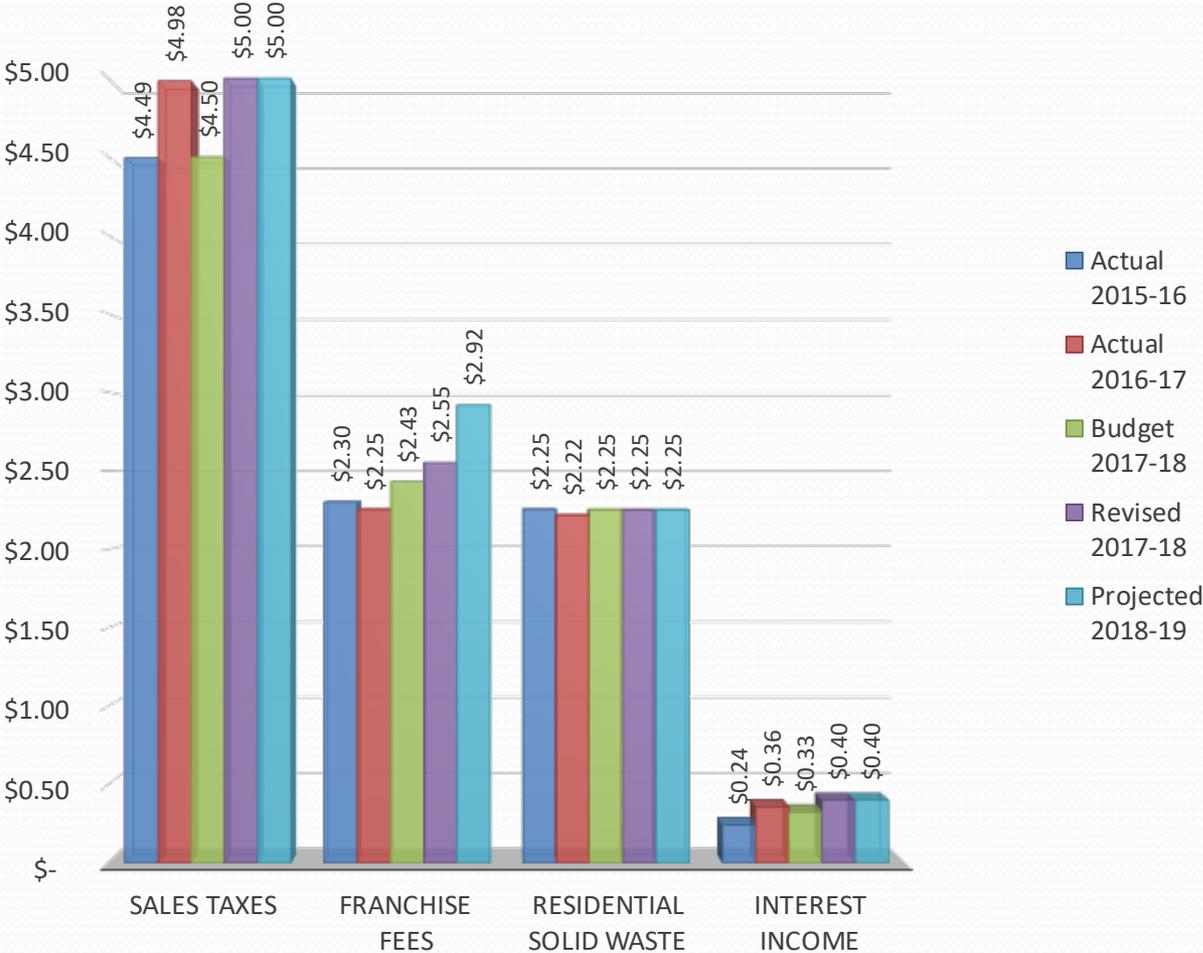
General Fund Revenues In Lieu of Taxes & Ad Valorem Taxes





General Fund Revenues

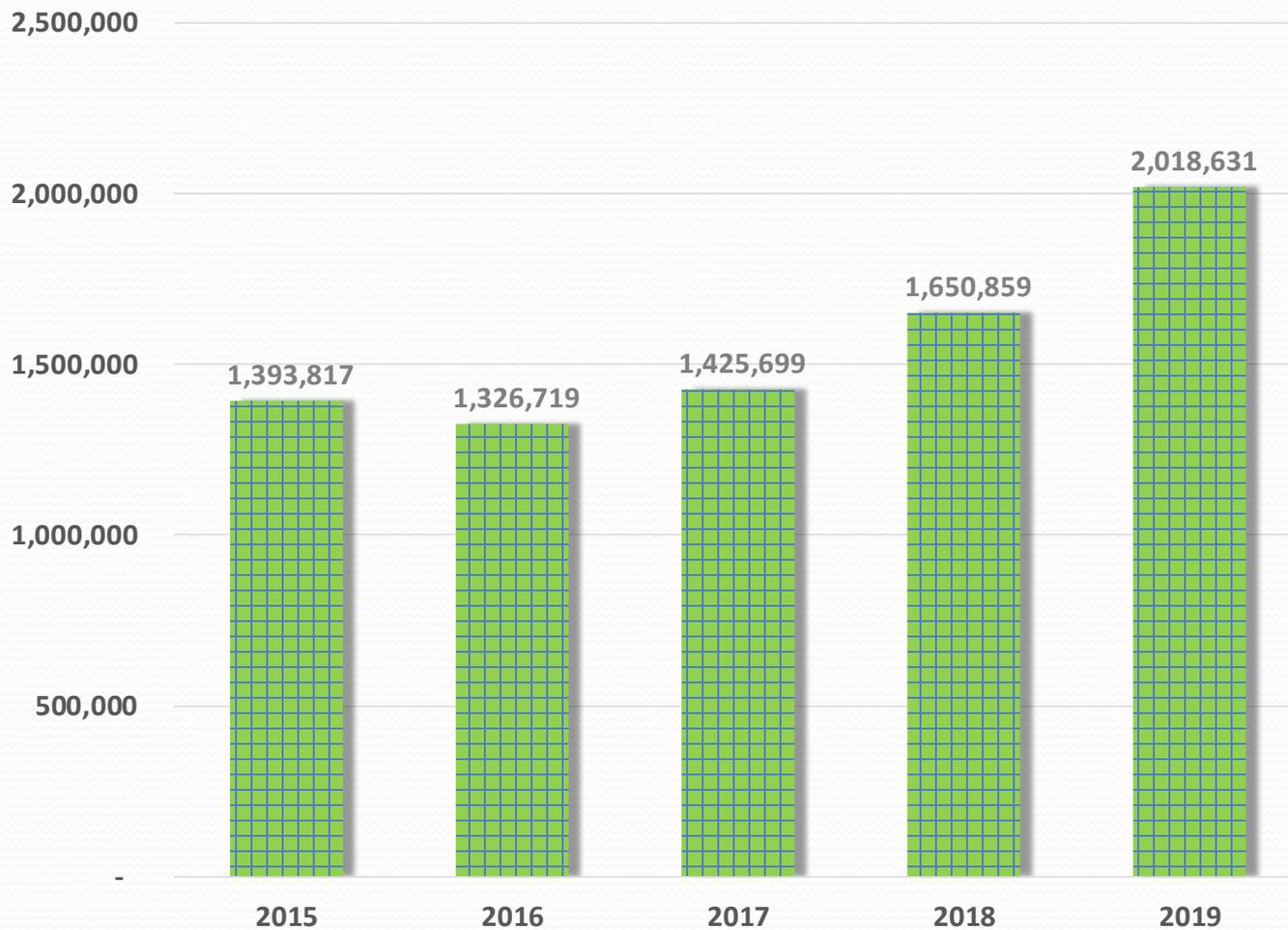
Sales Tax, Franchise Taxes, Residential Solid Waste and Interest





General Fund Revenues

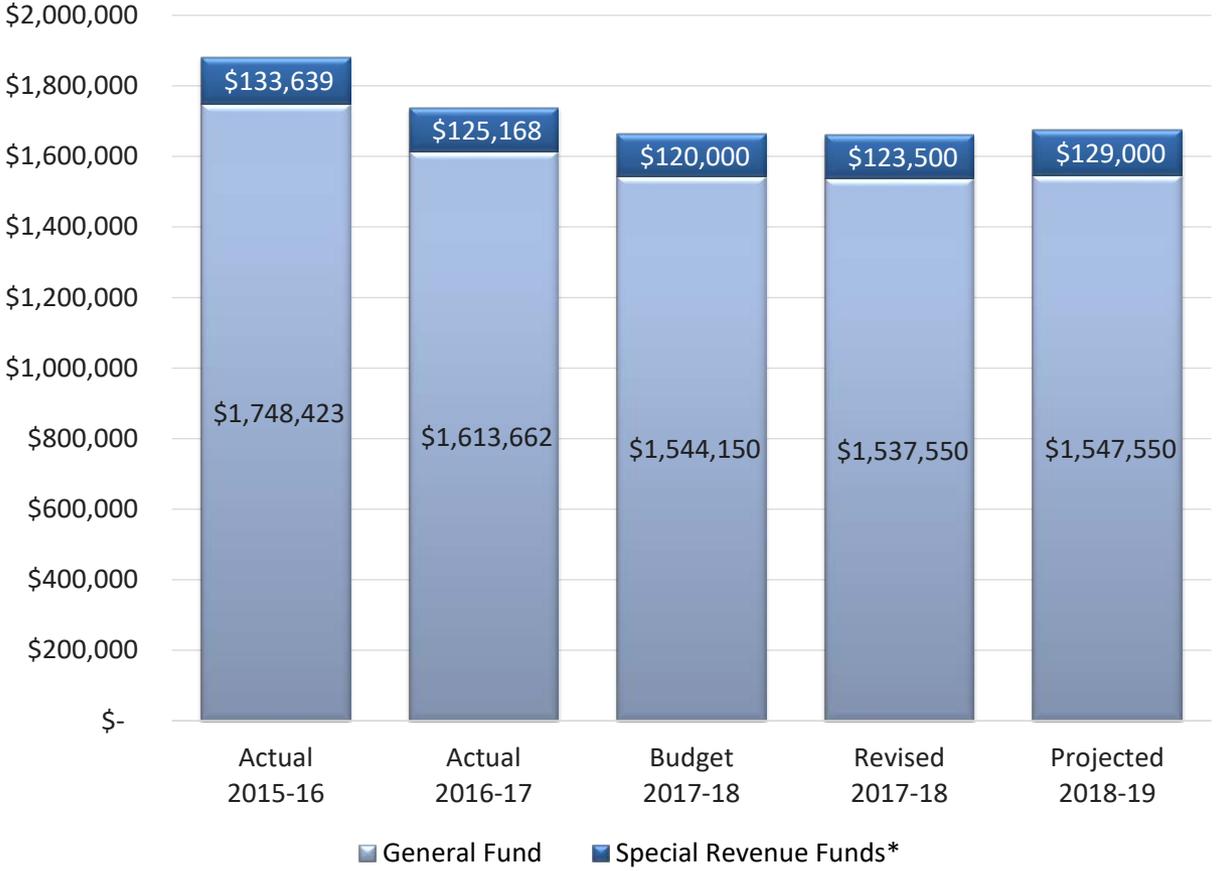
Electrical Franchise Fees





General Fund Revenues

Municipal Court Fines



*Located in the Grant Fund. Includes Judicial Funds, Security Fees, Technology Fees and Child Safety Fees.



General Fund Expenditures

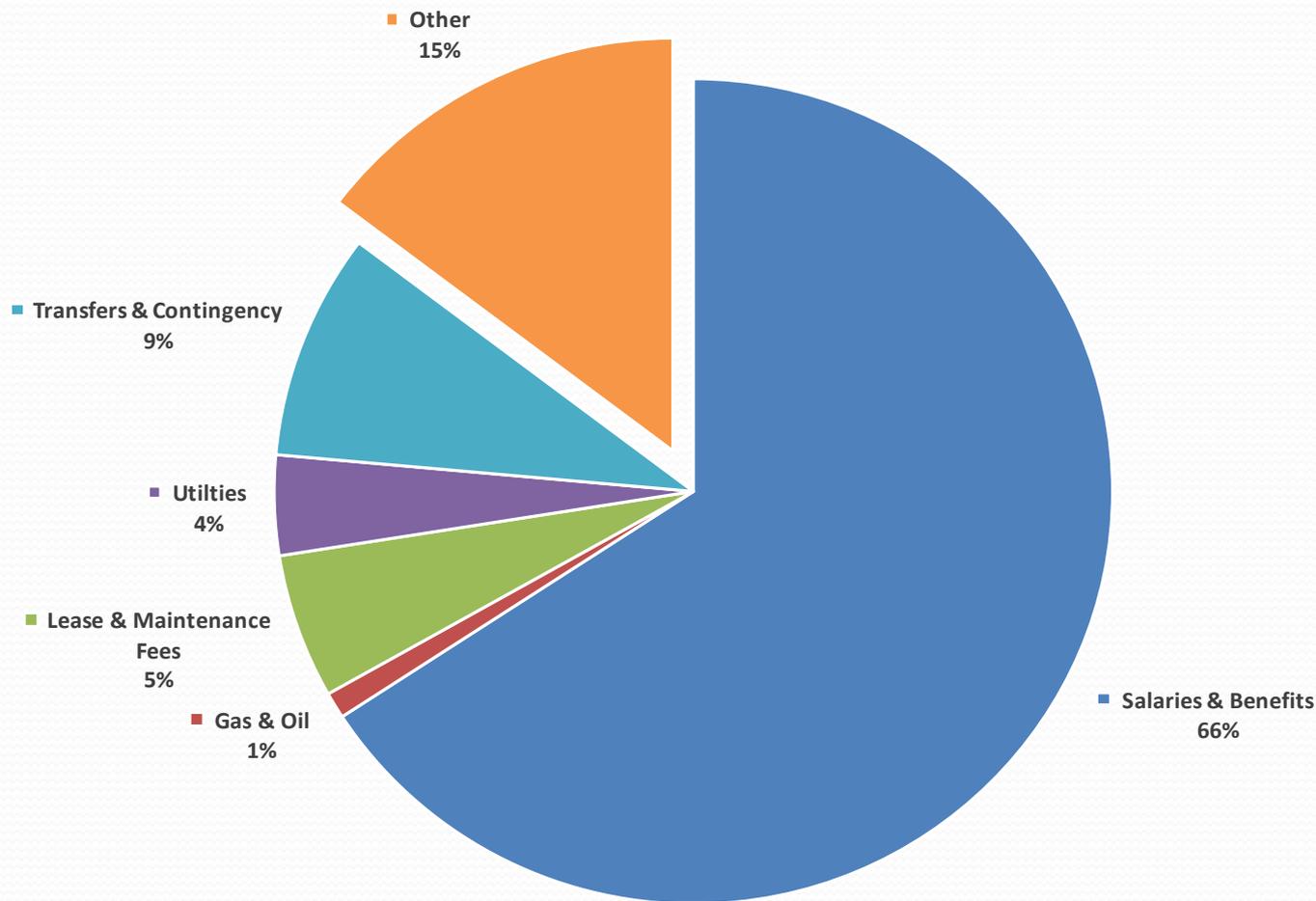
General Fund (Excluding Non-Departmental)	Requested	CMO Cuts	Proposed
Emergency Services	5,191,258	(7,313)	5,183,945
Police	13,895,662	(124,898)	13,770,764
Golf Course	1,710,282	(32,500)	1,677,782
Administration	5,774,185	(96,671)	5,677,514
Finance	1,717,309	-	1,717,309
Public Works	6,453,818	(50,043)	6,403,775
Parks & Recreation	4,405,796	13,559	4,419,355
Planning & Development	1,577,199	24,208	1,601,407
General Fund Total	40,725,509	(273,658)	40,451,851

*The FY2019 expenditures are projected to be \$568,000 lower than FY2018.

*Additionally, the FY2019 budget estimates a surplus of \$866,856.



General Fund Expenditures



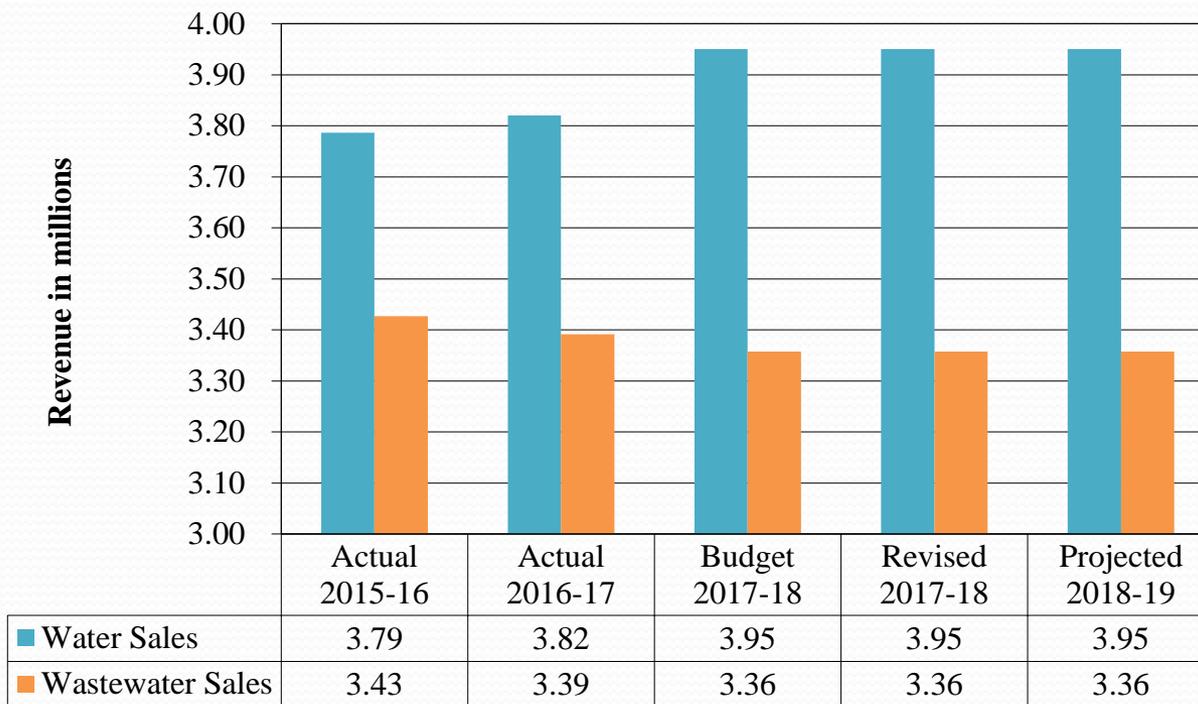


Utility Fund Revenues

Revenues: <i>(in millions)</i>	Actual 2016-17	Budget 2017-18	Estimated 2017-18	Projected 2018-19	Percent Change
Water Revenue	4.698	4.759	4.759	4.759	0.00%
Sewer Revenue	3.475	3.431	3.436	3.432	0.03%
Interest	0.072	0.070	0.070	0.070	0.00%
Other Revenue	0.007	0.007	0.007	0.007	0.00%
Total Revenue	8.252	8.266	8.271	8.267	0.01%

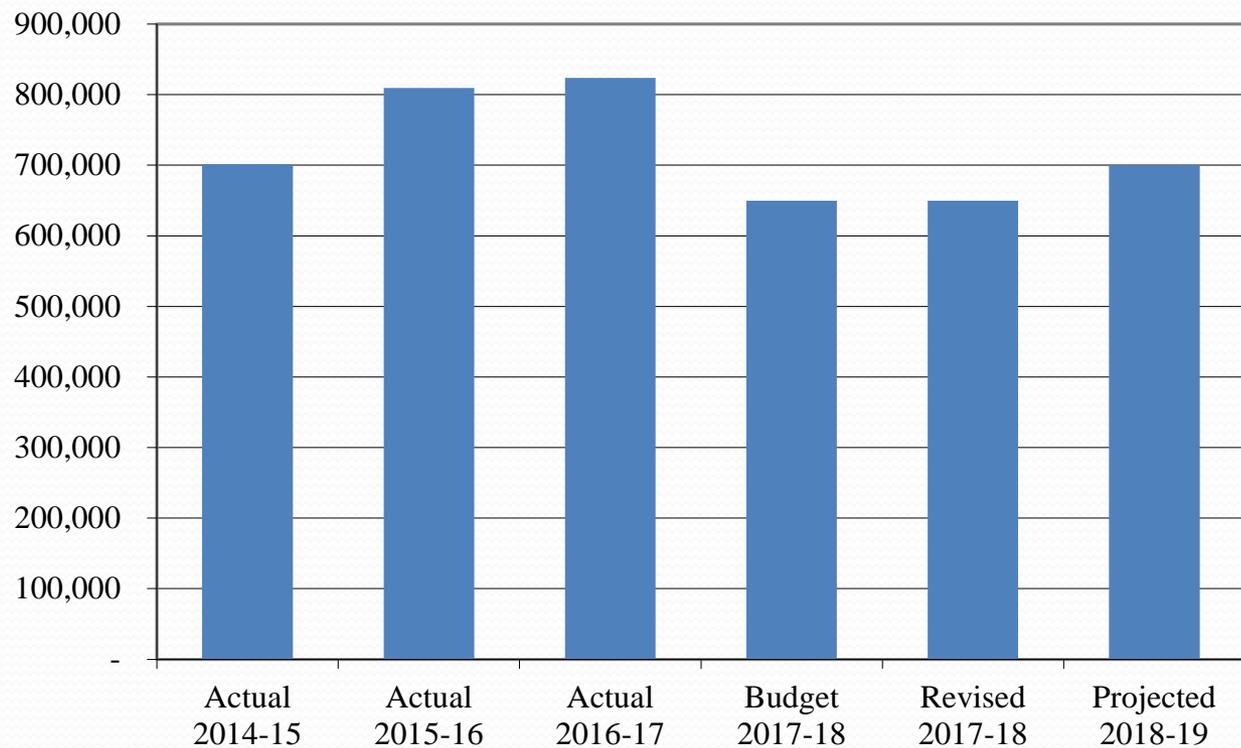


Water & Sewer Sales Trends





Hotel/Motel Revenues





Capital Improvement Projects Summary

(In millions)

	Working Capital 09/30/18	FY 18-19 Revenues	FY 18-19 Expenses	Working Capital 09/30/19
Capital Improvement:				
General CIP Fund	0.55	3.05	3.57	0.03
Utility CIP Fund	2.16	0.02	1.30	0.89
Sewer Rehabilitation	0.50	0.30	0.35	0.46
Drainage Improvement Fund	0.75	0.29	0.92	0.12
2010 C/O Bond Fund	0.76	-	0.75	0.01
2015 C/O Bond Fund	0.67	-	-	0.67
TWDB Loan Fund	9.88	-	9.50	0.38
Total Capital Improvement	15.28	3.66	16.39	2.56

*Includes CIP contingencies.



Debt Service Summary

(In millions)

	Working Capital 09/30/18	FY 18-19 Revenues	FY 18-19 Expenses	Working Capital 09/30/19
Debt Service:				
General	4.31	4.43	4.73	4.00
Total Debt Service	<u>4.31</u>	<u>4.43</u>	<u>4.73</u>	<u>4.00</u>

City Owned Private Fiber

Grady Parker, IT Manager

(Pg. 8-3)





Private Fiber

Private Fiber Network (PFN) is a fiber optic solution to meet the growing needs of the City of La Porte's support staff. PFN interconnects various city owned and operated facilities Local Area Networks using a dedicated private fiber throughout the city, enabling the city support staff to share network resources from a centralized location (PD). Our proposed PFN will offer 1Gbps at each connected locations.



- The city currently has a dedicated AT&T copper connection at all of our managed facilities. The speeds are currently capped at 500Mbps, which is half the speed of our proposed PFN (1Gb). We are currently paying AT&T \$220,000 annually for the next 3 years of our contract; we anticipate the cost increasing once our contract ends. The requested budget has \$650,000 to be phased in over a two-year period.
- The anticipated total cost of building our own PFN is \$1,375,000. The immediate return on our investment will be the increased bandwidth speeds at each location. We will not show a monetary ROI for the first 6 years after the project has completed.
- 1Gb service upgrade through AT&T would cost \$400,00.
- Annual cost with PFN is \$40,000.



PFN Cost

- We will have about 44,000' of SCH 40 PVC conduit bored at roughly \$20.40 per foot (\$897,600)
- We will have about 131,000' of 24 strand single mode fiber cable ran at each location at roughly \$3.64 per foot (\$476,840)
- Included in the \$3.64 per foot is the termination of the fiber at all connecting locations. This will be a turn key solution



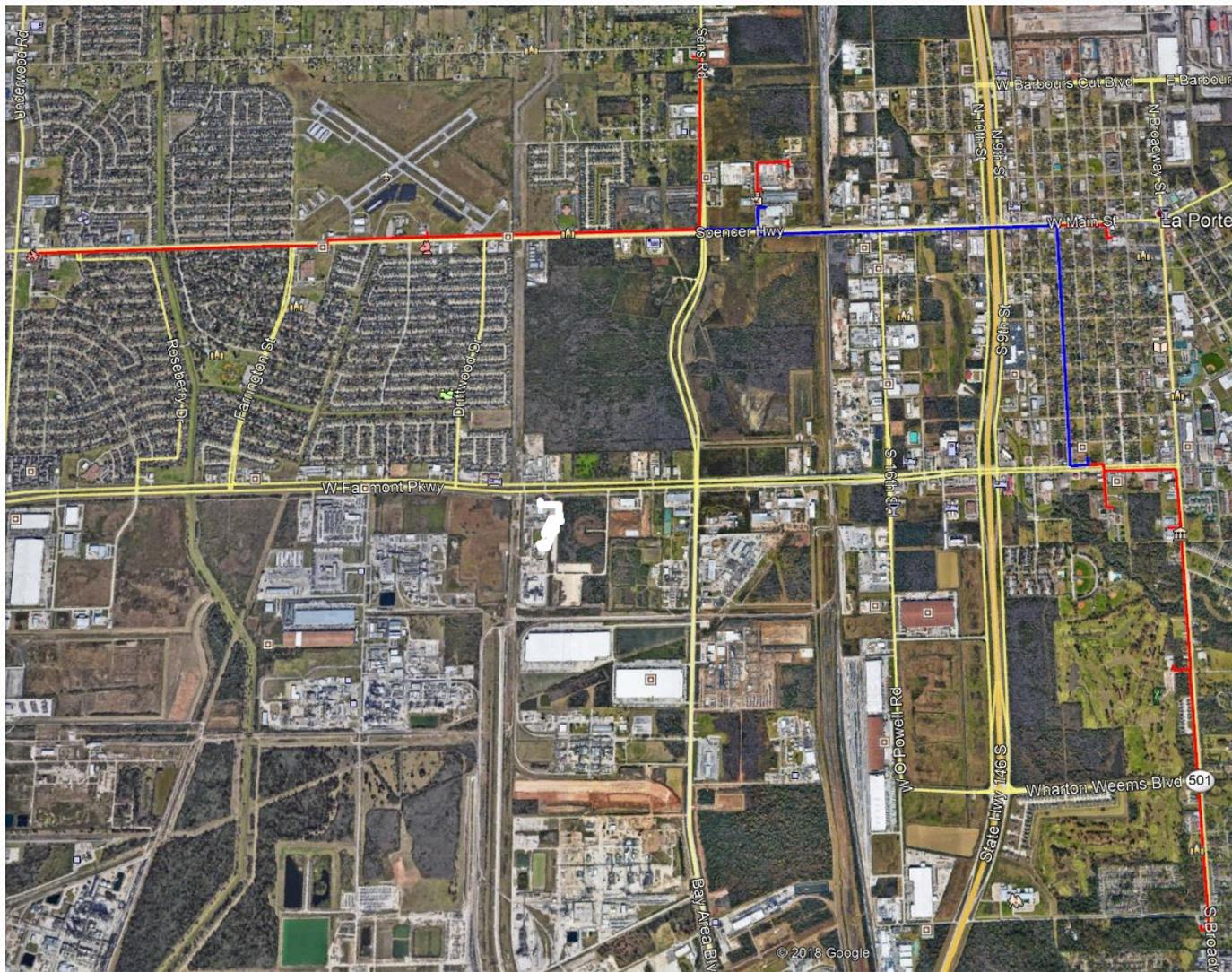
Buildings to Connect

The following 14 locations will be connected via PFN back to our PD datacenter.

- Animal Control
- City Hall
- EMS
- Fire Station 1,2,3 and 4
- Fire Training Facility
- Fuel Island/Recycle Center
- Golf Course (including Maintenance Bldg.)
- Parks and Recreation
- Public Works
- Waste Water Treatment Plant



Proposed Fiber Map



Emergency Services Fire Department Budget

Carl Holley, Fire Chief

(Pg. 3-9)





ESD Board Budget

- Emergency Services District Board held a public hearing and approved this budget on June 21, 2018.
- City Council held a public hearing and approved this budget on July 23, 2018.

	2017-2018		2018-2019
• FMO	\$ 31,931	• FMO	\$ 19,328
• Fire	\$ 741,100	• Fire	\$ 729,121
• EMS	<u>\$ 314,476</u>	• EMS	<u>\$ 345,903</u>
• Total	<u>\$ 1,087,507</u>	• Total	<u>\$ 1,094,352</u>

- No changes have been made to this budget since it was approved by City Council July 23.



Fire Budget Overview

	FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
Fire Prevention	\$359,235	\$377,548	+\$18,313	+5.10%
Fire Suppression	\$1,866,433	\$1,919,260	+\$52,827	+2.83%
Department Total	\$2,225,668	\$2,296,808	+\$71,140	+3.20%



Fire Prevention (Pg. 3-12)

- Notable changes include the following:
 - Computer Equipment (20-93) increase \$9,450 for vehicle computers
 - Memberships (30-01) increase \$2,630 due to adding Lexipol



Fire Suppression (Pg. 3-14)

- Notable changes include the following:
 - Personnel Services changed due to increase of monthly volunteer retirement from \$55 to \$75 per month.
 - Machinery/Tools/Equipment (20-90) decreased \$2,500 due to the confined space & heavy duty rescue struts
 - Memberships & Subscriptions (30-01) increased \$500 due to increase in SFFMA dues for volunteer firefighters
 - Building Maintenance (40-11) increased \$14,200 due to new flooring at Fire Station #1
- Grant Fund (032) Helping Heroes Grant (Koch Pipeline Co and Flint Hills Resources) (Pg. 7-8)
 - \$10,000 Grant application for an EOC Hazmat related incident training

Emergency Medical Service

Ray Nolen, EMS Chief
(Pg. 3-17)





EMS Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$2,874,611	\$2,887,137	\$12,526	+0.44%



EMS (Pg. 3-19)

- Notable changes include the following:
 - Machinery/Tools/Equipment (20-90) - \$12,600
 - Replacement Commercial Gas Range/Oven & Microwave for EMS Headquarters - \$3,200
 - 20 Stop-the-Bleed Kits for AED's at city facilities - \$800
 - 3 Replacement AED's & 10 Battery/Pad Combos for city facilities - \$8,600
 - Training/Seminars (30-20) - \$4,200
 - To send one EMS supervisory staff person to a Certified Public Manager (CPM) Certificate Course



EMS (cont'd)

- Notable changes (cont'd):
 - Computer Software (40-55) - \$26,455
 - \$10,455 ImageTrend Elite Software; web based reporting software utilized by paramedics in the field which integrates with the billing software. This will be the 3rd year that LPEMS has utilized this software.
 - \$12,210 ImageTrend Billing Software; web based billing software utilized by the EMS Billing Specialist to perform all billing practices for patient billing.



EMS (cont'd)

- Computer Software (continued)
 - \$1,850 to renew current MDE Online FTO software
 - \$1,400 renew annual contract fees to maintain CAD interface between ImageTrend & Superion/OSSI.
 - \$540 to renew 4 licenses & 1 repository for Laserfiche usage
- Personnel Services (50-05) - \$15,000
 - \$3,000 increase of EMS Medical Director; payments are made monthly and the last increase for these services were in 2011



EMS - Grant Fund (032)

- \$5,000 - SETRAC (Southeast Texas Regional Advisory Council) (Pg. 7-4)
Annually administered reimbursement grant for distribution of federal & state trauma care system funds to be utilized by EMS to supplement expenditures for medical supplies purchased out of account 20-55
- \$6,668 - LEPC (Local Emergency Planning Committee) (Pg. 7-11)
Annual funds that are awarded to LEPC's through appropriations of chemical reporting fees received by the TCEQ from the legislature. Approved expenditures are limited to items needed for emergency planning and response to hazardous materials type incidents. EMS requests are generally for Triage Kits, O2 monitors, CO monitors and quick escape masks for paramedics.



EMS - Grant Fund (032)

- \$5,000 - Helping Heroes (Flint Hills Resources & Koch Pipeline Company)
(Pg. 7-9)

Annual grant to assist local emergency responders to fund needs such as training, education, equipment and emergency notification. EMS plans to request a total of eight (8) public safety bicycles to replace old bicycles utilized by the Bike Medic team.

Total Anticipated Grants - \$16,668

Police Department

Ron Parker, Interim Chief of Police

(Pg. 3-21)





Police Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$13,741,870	\$13,770,764	+\$28,894	+0.21%



Police Department Divisions

● Administration	\$1,043,160	8%*
● Patrol	\$7,074,150	51%*
● Criminal Investigations	\$2,479,685	18%*
● Support Services	\$3,173,769	23%*

(*Percentages represent percent of total Police Department budget)

● Alternative & Grant Funding Summary \$394,655



Administration (Pg. 3-23)

2017/18 \$1,083,381

2018/19 \$1,043,160 (Decrease of \$40,221 or 3.71%)

- Machinery, Tools and Equipment (20-90) – Decrease of \$9,580 due to all cameras have now been upgraded for the building; this year we only require a MVR.
- Heating/Air Conditioning (40-06) – Decrease of \$2,000 due to anticipated repairs.
- Technology Lease Fees (40-60) – Decrease of \$2,254 due to items in the Technology Fund now being funded.
- Electrical (70-01) – Decrease of \$11,000 due to current electricity rates & costs.
- Capital- Building Improvements (80-02) – Decrease of \$1,800 due to fewer designated areas needing to be replaced; part of the carpet replacement cycle.
- Capital-Machinery Tools & Equipment (80-21) – Decrease of \$9,000 due to no anticipated items needed. Last year we purchased a new vehicle lift for the department.



Patrol (Pg. 3-27)

2017/18 \$7,101,022

2018/19 \$7,074,150 (Decrease of \$26,872 or 0.38%)

- Educational (20-08) - Decrease of \$4,500 due to lack of need to purchase legal update books for department. Books are only updated every other year when new legislation is enacted.
- Machinery, Tools and Equipment (20-90) – Decrease of \$8,275 primarily due to fewer radar replacements and no additional patrol bikes will be purchased.
- Education (30-24) – Increase of \$1,500 due to staff that stated that would be attending school under the City’s tuition reimbursement program.
- Radios & Base Stations (40-03) – Decrease of \$1,601 due to fewer anticipated radio repairs.
- Motor Pool Lease Fees (40-20) – Increase of \$41,437 due to upgrading vehicles from sedans to SUV’s.
- Fleet Maintenance (40-30) – Increase of \$12,478 due to anticipated maintenance fees.

Patrol (cont'd)



- Computer Hardware (40-50) – Decrease of \$38,156 due to the elimination of lease fees for Coban units; we now own the equipment.
- Computer Software (40-55) – Decrease of \$5,613 primarily due to reduced license fees.
- Computer Lease Fees (40-60) - Decreased by \$60,208 due to items being fully funded .
- Capital-Machinery, Tools & Equipment (80-21) – Decrease of \$46,668 due to DOT scales being purchased and DOT pad lighting project being completed.
- Machinery/Tools/Equipment (80-23) – Decrease of \$12,000 due to Coban Server being budgeted and purchased last fiscal year.
- Capital-Motor Vehicles (80-50) – Decrease of \$90,512 due to anticipated upgrade fees being less for the number of vehicles we are replacing from sedans to SUV's.



CID (Pg. 3-31)

2017/18 \$2,440,494

2018/19 \$2,476,965 (Increase of \$36,4714 or 1.49%)

- Gas and Oil (20-04) - Decrease of \$3,936 due to anticipated fuel cost.
- Confidential Funds (20-78) - Decrease of \$2,000 due to anticipated use of funds used to purchase narcotics (undercover), pay informants, etc.
- Machinery, Tools & Equipment (20-90) - Decrease of \$4,080 due to replacing a ID Camera & shredder last fiscal year.
- Motor Pool Lease Fees (40-20) - Decrease of \$14,669 due cost of vehicles.
- Computer Software (40-55) - Increase of \$5,495 due to software memberships being moved to this account (from 50-07).
- Computer Lease Fees (40-60) - Decrease of \$29,500 due to many items in this fund being fully funded.
- Other Professional Services (50-07) - Decrease of \$7,405 due software memberships being moved to computer software account.



Support Services (Pg. 3-34)

2017/18 \$3,116,973

2018/19 \$3,173,769 (Increase of \$56,769 or 1.82%)

- Machinery/Tools/Equipment (20-90) - Increase of \$2,625 primarily due to replacement washer/dryer for shelter, additional microchip reader for shelter and increase in Taser cost.
- Office Furniture/Equipment (20-91) - Decrease of \$4,062 primarily due to security cameras for shelter & task lighting, back lit phones for Dispatch being purchased last fiscal year. .
- Computer Equipment (20-93) - Decrease of \$2,300 due to fewer replacement items anticipated (monitors in Dispatch under warranty, other monitors to be replaced by IT fund).
- Motor Pool Lease Fees (40-55) - Increase of \$4,995 due to calculations based on cost to replace vehicles.
- Computer Lease Fees (40-60) - Decrease of \$17,012 due to items in this account being fully funded, such as dispatch consoles.



Support Services (Cont'd)

- Other Professional Services (50-07) - Increase of \$53,650 due to \$55,000 being added for the testing/treatment of animals which was discussed during Council Retreat this past Spring.
- Water (70-04) - Decrease of \$1,800 due to anticipated water costs based on current years usage.
- Motor Vehicles (80-50) - Decrease of \$42,700 for vehicle being added via a budget adjustment for the implementation of a Sergeant for LPISD.



Grant Funding (Fund 032)

- Federal Seized Funds \$72,382 for \$22,282 Hot-spots Program, \$5,100 Child ID Kit, \$25,000 Range Repairs, and \$20,000 License Plate Reader (Pg. 7-3)
- State Seized Funds \$59,000 for Community programs, minor equipment needs, supervisory/ specialized training, mentor program, and specialized crime software programs (Pg. 7-4)
- Child Safety Fund \$53,185 for DARE Program, summer safety camps, Campus Crime Stoppers Program, child predator/safety programs and training (Pg. 7-6)
- STEP Grant \$44,978 (Pg. 7-13)
- HGAC DWI Enforcement Grant \$6,000 (Pg. 7-14)
- CMV Grant \$12,000 (Pg. 7-15)
- State Tobacco Enforcement Grant \$3,600 (Pg. 7-16)

Grant Funding (cont'd)



- TX Comptroller- Sexual Assault/ Medical Exam Grant \$7,000 (Pg. 7-17)
- Victims Coordinator Liaison Grant \$42,000 (Pg. 7-19)
- HIDTA/ OCDETF (organized crime) Federal Task Force \$6,000 (Pg. 7-20)
- Bulletproof Vest Partnership Grant \$5,700 (Pg. 7-21)
- LEOSE Training Funds \$15,000 for training (Pg. 7-22)
- Friends of the NRA Grant \$5,000 for SWAT Equipment (Pg. 7-23)
- Other Community Donations \$2,500 (Pg. 7-24)
- Animal Shelter Donation Account \$43,000 for adoption efforts (Pg. 7-25)
- Shell Pipeline Donation \$850 for promotional supplies (Pg. 7-26)
- **Total Police Department Grant Funding - \$378,195**

Golf Course

Alex Osmond, Golf Course Manager

P. 3-39





Golf Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$1,716,251	\$1,677,782	-\$38,469	-2.24%



Club House (Pg. 3-43)

- Requested FY19 Budget increased \$3,720 or 0.59%
- Notable changes include the following:
 - Machinery/Tools/Equipment (20-90) - Increase of \$2,610
 - Computer equipment (20-93) - Decrease of \$1,300
 - Building Maintenance (40-11) - Decrease of \$4,300
 - Professional Services (50-07) - Increase of \$2,070 due to \$4,500 for powder coating outside furniture.
 - Capital Expenditures (80-02) - Decrease of \$11,000



Maintenance (Pg. 3-45)

- Requested FY19 Budget decreased \$42,189 or 3.90%
- Notable changes include the following:
 - Motor Pool Lease Fees (40-20) - Increase \$42,562 for additional equipment and life adjustments.
 - Other Vehicle Maintenance (40-31) - Decrease of \$5,000 for golf car maintenance.
 - Capital-Machines/Tools & Equipment (80-21) - Decrease of \$99,500.

City Manager's Office

Jason Weeks, Assistant City Manager

(Pg. 3-49)





City Manager Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$813,994	\$655,053	-\$158,941	-19.53%



Admin – CMO (Pg. 3-52)

- Requested FY19 Budget decreased by \$158,941 or 19.53%
 - Though some individual accounts increased, in general the CMO budget decreased primarily as a result of the decrease incentive payments for Sector 23 development project.
- Notable changes include the following:
 - Training/Seminars (30-20) increased \$5,200 due to TML being in Ft. Worth.
 - Consulting (50-04) increased \$10,000 for an update to the City's strategic plan.
 - Tuition Reimbursements (30-24) increased \$3,500 due to ACM completing his MPA.

Office of Emergency Management

Kristin Gauthier

Emergency Management Coordinator

(Pg. 3-53)





OEM Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$366,874	\$342,602	-\$24,272	-6.62%



OEM (Pg. 3-56)

- Notable changes include the following:
 - Regular Earnings (10-10) decrease of \$25,000 due to OEM Secretary is budgeted in the grant fund.
 - Tuition Reimbursement (30-24) decrease of \$1,800 due to the EMC completed school in December 2017.
 - Other Professional Services (50-07) decrease of \$3,500
 - OEM will keep the StormGeo StormWatch service, but eliminate the TropicsWatch service. The city receives information on tropical systems from multiple sources.

Community Investment

Jason Weeks, Assistant City Manager

(Pg. 3-57)





Community Investment Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$119,100	\$109,815	-\$9,285	-7.80%



Community Invest (Pg. 3-58)

- Notable changes include the following:
 - Fireworks (20-77) decrease of \$5,000 due to price paid in FY18 provided great 4th of July fireworks show
 - Advertising (60-05) decreased \$2,000 due to actual cost of advertising
 - Community Festivals (60-15) decreased \$3,000 due to actual cost of 4th of July parade flags

Human Resources

Matt Hartleib

Human Resources Manager

(Pg. 3-59)





HR Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$498,873	\$453,728	-\$45,145	-9.05%



Human Resources (Pg. 3-61)

- Notable changes include the following:
 - Employee Training (30-22) decrease of \$1,000 reflecting recent historical spend and ongoing HR provided training for all employees
 - Computer Software (40-55) decrease of \$12,335 as we identify different systems to support recruiting and benefits enrollment/management processes
 - Other professional Services (50-07) decrease of \$11,257 due to EAP cost reduction, no dependent audit this fiscal year, and fewer expected background checks



Human Resources (cont'd)

- Notable changes (cont'd):
 - Medical Services (50-08) decrease of \$1,000 due to reallocation of nicotine testing costs and fewer physicals expected.
 - Civil Service (50-18) decrease of \$1,000 reflecting historical actual spend.
 - Appreciation Program (60-70) decrease of \$14,000 as a result of a redesign of events and activities.
 - Service Awards (60-71) decrease of \$1,200 based on projected activity in FY19.
 - Wellness Program (60-73) decrease of \$6,600 based on expected participation & credits from current year's events.

Municipal Court

Denise Mitrano, Presiding Judge

(Pg. 3-62)





Municipal Court Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$917,578	\$943,133	\$25,555	2.79%



Municipal Court (Pg. 3-64)

- Notable changes include the following:
 - Postage (20-02) increase of \$8,000 due to new state mandated procedures
 - Computer Software (40-55) increase of \$1,266 for Tyler Technology annual maintenance fees
 - Electricity (70-01) increase of \$2,000 based on monthly bills



Municipal Court Special Use Revenue Funds

- Security Fund (Fund 032, Pg. 7-5) – Total \$46,050 consisting of:
 - Armored Security (Garda) \$6,000
 - Courtroom Security \$10,000
 - Video Surveillance Equipment (upgrade & expand) \$20,000
 - TMCEC Continuing Education for Bailiffs (2) \$2,000
 - TMCEC Continuing Education for Court Clerks (9) \$4,550
 - TMCEC Continuing Education for Judges (5) \$3,500



Municipal Court Special Use Revenue Funds

- Technology Fund (Fund 032, Pg. 7-5) – Total \$36,215 consisting of:
 - JIMS/SETCIC \$2,400
 - Technological equipment enhancements, replacement and training \$15,000
 - One automated license plate reader (LPR) including brackets and installation \$18,815



Municipal Court

Special Use Revenue Funds

- Judicial Efficiency Fund (Fund 032, Pg. 7-5) – Total \$25,500 consisting of:
 - Juror Appreciation Items \$500
 - Miscellaneous Items to Improve Court Efficiency \$25,000
- Child Safety Fund (Fund 032, Pg. 7-7) – Total \$26,000 consisting of:
 - Overtime for Police and Court Personnel (R.O.C.K. Juvenile Community Service Program) \$13,500
 - Guest Speakers (R.O.C.K. & community outreach) \$10,000
 - Supplies/Educational Materials \$2,500

Information Technology

Grady Parker, IT Manager

(Pg. 3-65)





IT Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$2,819,735	\$2,337,960	-\$481,775	-17.09%



IT (Pg. 3-67)

- Notable changes include the following:
 - Office Furniture (20-91) decrease of \$21,000 due to prior year had one time purchases to outfit the new IT offices at City Hall.
 - Computer Equipment (20-93) decrease of \$210,500 due to all new computers were purchased off Dell lease.
 - Memberships & Subscriptions (30-01) decrease of \$2,880 due to dropping some unused subscriptions.
 - Training/Seminars (30-20) increase of \$2,000 due to needing to add more internal training certification classes.



IT (cont'd)

- Notable changes (cont'd):
 - Office Equipment (40-01) decrease of \$51,000 due to all lease printers were purchased last year; we have 1 remaining printer to purchase.
 - Rent (40-22) decrease of \$21,600 since all IT staff has relocated to City Hall & our rental agreement has been completed.
 - Computer Hardware (40-50) decrease of \$52,000 since most of our network maintenance is on a 3 year cycle so the cost is lowered.
 - Consulting (50-04) decrease of \$10,000 due to staff doing all repairs & configurations in house.



IT (cont'd)

- Notable changes (cont'd):
 - Computer Software (40-55) increase of \$30,162 due to Vmware Vrealize software addition, which allows us to monitor and manager or virtual server farm more efficiently thru a single portal, as well as an increase in software cost.
 - Professional Services (50-07) decrease of \$240,648 by migrating away from our previous email vendor and going directly to Microsoft Cloud; the access control project for fire training was completed last year.
 - Telephone (70-03) increase of \$97,100 due to the increase in the number of mobile devices such as cell phones & cradlepoints (City will be transitioning to a single cellphone provider to keep cost down); increase cost of our AT&T city wide internet service.



Technology Fund (Pg. 6-23)

- Police Department Infrastructure decrease of \$44,200 due to new Coban servers were purchased last year; in FY19 Police will replace/add 6 new units as well as 4 new hand held ticket writers.
- Networks decrease of \$170,000 since City will not be purchasing any new networking equipment this year.

City Secretary's Office

Patrice Fogarty, City Secretary

(Pg. 3-68)





CSO Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$496,707	\$489,557	-\$7,150	-1.44%



City Secretary (Pg. 3-71)

- Notable changes include the following:
 - 2091 Office Furniture/Equipment (20-91) decrease of \$2,520 since no budgeted items; office chairs for staff bought in FY18.
 - Other Professional Services (50-07) decrease of \$15,000 since no scanning project budgeted for other City departments.
 - Legal Notices (60-03) decrease of \$2,000 due to estimate of annual publications.

Legal

Jason Weeks, Assistant City Manager

(Pg. 3-72)





Legal Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$184,245	\$285,220	+\$100,975	+54.80%



Legal (Pg. 3-74)

- Notable changes include the following:
 - Option 1 – No change to way legal is handled currently, which would result in a budget of \$171,000

Option 2	FY 2018-19
Full-time In-house Attorney	125,000
Full-time Paralegal	55,000
Benefits for 2 Staff	57,897
Wage & Labor Consultant	12,500
Office Setup for 2 Staff	34,823
Total for In-house Legal	285,220

City Council

Mayor Louis Rigby, Mayor Pro-Tem Nancy Ojeda, Councilmembers -
John Zemanek, Dottie Kaminski, Danny Earp, Chuck Engelken, Bill
Bentley, Kristin Martin and Jay Martin

(Pg. 3-75)





City Council Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$67,528	\$60,446	-\$7,082	-10.49%



City Council

- Notable changes include the following:
 - Machinery/Tools/Equipment (20-90) decrease of \$500 due to no new budgeted items; mail cubbies bought in FY18.
 - 2093 Computer Equipment (20-93) decrease of \$9,000 due to no new equipment budgeted and decrease due to new iPads bought in FY18.

Finance Department

Michael Dolby, Director

Accounting (Pg. 3-81), Purchasing (Pg. 3-84), Tax (Pg. 3-87), General Fund Non-Departmental (Pg. 3-89), Utility Billing (Pg. 4-20), and Utility Fund Non-Departmental (Pg. 4-24)





Finance Budget Overview

Division	Percent Change
Accounting	0.42%
Purchasing	4.39%
Tax	8.64%
General Fund Non-Departmental	-18.59%
Utility Billing	-7.02%
Utility Fund Non- Departmental	7.76%

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	General Fund Difference	General Fund % Change
\$9,956,229	\$8,472,031	-\$1,484,198	-14.91%



Finance

- All divisions 1080 – medical insurance accounts will increase by \$1,578 per full-time employee for departmental contributions to the health fund.
- Accounting (Pg. 3-83)
 - Machinery, Tools & Equipment (20-90) increased by \$1,740 for folder/stuffer for payroll checks.
 - Training/Seminars (30-20) reduced training budget by \$7,203 (43%). Staff will seek online courses, where available.
 - Audit (50-01) reduced by \$8,800 due to allocation of audit fees
 - Other Professional Services (50-07) reduced by \$6,875. No additional professional services required in 2019.



Finance (cont'd)

- Purchasing (Pg. 3-86)
 - Tuition Reimbursement (30-24) down \$2,800. Only the buyer will be attending school in FY19.
- Tax (Pg. 3-89)
 - Computer Equipment (20-93) reduced by \$1,500. Scanner for Laserfiche purchased in FY18.
 - Tuition Reimbursement (30-24) reduced \$1,500 for only one employee attending school in FY19.
 - Other Professional Services (50-07) reduced by \$8,598 since not re-budgeting for IDA negotiations.



Finance (cont'd)

- GF - Non-Departmental (Pg. 3-91)
 - Sick Buy Back (10-12) reduced by 19% since program nearing completion.
 - Office Equipment (40-01) reduced by \$20,000 due to Pitney Bowes contract not renewed since City is now outsourcing.
 - Appreciation Program (60-70) decreased by \$25,000; Going the Extra Mile (GEM) Program discontinued.
 - Transfer to Utility CIP (90-03) decreased by \$2 million; no transfer to Utility CIP planned for FY19.
 - Transfer to General CIP (90-15) reduced \$300,000 for general CIP.



Finance (cont'd)

- Utility Billing (Pg. 4-22)
 - Postage (20-02) decrease \$63,000 for postage to reflect outsourcing Utility Bill printing.
 - Machinery/Tools/Equipment (20-90) reduced by \$4,500; hydrant meter inventory is up.
 - Training/Seminars (30-20) reduction of \$5,660; onsite training not planned in FY19.
 - Meters (40-05) reduced \$7,000 for purchasing of meter parts.
 - Computer Software (40-55) costs down \$7,000.
 - Printing/Reproduction (60-02) costs down \$12,200 due to outsourcing Utility bill printing.



Finance (cont'd)

- UF - Non-Departmental (Pg. 4-24)
 - Office Equipment (40-01) reduced \$23,778 due to outsourcing utility bills.
 - Meters (40-05) reduction of \$10,000 for large meters.
 - Accounting (50-01) increase of \$9,500 for actuarial study.
 - Fiscal Services (50-06) anticipated \$5,000 reduction in credit card processing.
 - Bad Debt Expense (60-91) reduced by \$10,000 as a result of more aggressive collection efforts.
 - Water (70-04) anticipated reduction costs of \$205,712.



Finance (cont'd)

- UF - Non-Departmental (cont'd)
 - Other Professional Services (50-07) added \$87,480 for DataProse for utility bill outsourcing.

Net Savings from Outsourcing Utility Bill Printing	
Pitney Bowes Lease (50% in General Fund & 50% in Utility Fund)	\$47,556
Postage	63,000
Printing	12,200
Neopost	(3,764)
DataProse	(87,480)
Net Savings	\$31,512

Public Works Department

Don Pennell, Director

GF (Pg. 3-93)

UF (Pg. 4-3)

Vehicle Replacement (Pg. 6-3)





General Fund-Public Works Budget Overview

	FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
Administration	\$682,111	\$714,837	+\$32,726	+4.80%
Streets	\$2,741,026	\$2,819,692	+ \$78,666	+2.87%
Residential Solid Waste	\$2,735,688	\$2,851,746	+\$116,058	+4.24%
Commercial Solid Waste	\$17,500	\$17,500	\$0	0.00%
General Fund Total	\$6,176,325	\$6,403,775	+\$227,450	+3.68%



Administration (Pg. 3-97)

- Notable changes include the following:
 - Certification (10-30) increase of \$1,200 for City Engineer and Inspector.
 - Gas & Oil (20-04) increase of \$1,629 for additional Engineering vehicle.
 - Training/Seminars (30-20) increase \$1,751 for professional development of additional staff.
 - Motor Pool Lease Fees (40-20) increase of \$3,433.
 - Fleet Maintenance (40-30) increase of \$3,586.
 - Other Professional Services (50-07) increased \$10,000 for consultant/survey.
 - Printing (60-02) increased \$3,500 for city-wide mail out.



Streets (Pg. 3-100)

- Notable changes include the following:
 - Protective Clothing (20-03) decreased \$2,750.
 - Gas & Oil (20-04) increased \$4,887 due to anticipated fuel increase city-wide.
 - Motor Pool Lease Fees (40-20) increased \$28,999.
 - Vehicle Maintenance (40-30) increased \$16,777.
 - Traffic Control Devices (80-27) decreased \$6,000.

Residential Solid Waste (Pg. 3-103)



- Notable changes include the following:
 - Motor Pool Lease Fees (40-20) increased \$15,748.
 - Vehicle Maintenance Fees (40-30) increased \$15,217.
 - Landfill Charges (60-09) increased \$17,266.



Commercial Solid Waste (Pg. 3-105)

- Commercial Solid Waste Fund is utilized to pay the city's Commercial Solid Waste Contract to collect containerized trash from townhouse and multi-family complexes with individual billing in the city. Approximately 1,000 customers.
- Requested FY19 Budget: \$ 17,500



Utility Fund-Public Works Budget Overview

	FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
Water Production	\$629,929	\$636,996	+\$7,067	+1.12%
Water Distribution	\$1,005,397	\$1,019,613	+ \$14,216	+1.41%
Wastewater Collection	\$1,106,589	\$1,115,832	+\$9,243	+0.84%
Wastewater Treatment Plant	\$1,362,830	\$1,351,576	-\$11,254	-0.83%
Utility Fund Total	\$4,104,745	\$4,124,017	+\$19,272	+0.47%



Water Production (Pg. 4-9)

- Notable changes include the following:
 - Machinery/Tools/Equipment (20-90) increased \$3,150.
 - TCEQ Requirements (60-13) increased \$3,291.
 - Machine/Tools/Equipment (80-21) decreased \$10,000.



Water Distribution (Pg. 4-12)

- 200 miles main; 12,000 connections
- Notable changes include the following:
 - Protective Clothing (20-03) decreased \$1,089.
 - Gas & Oil (20-04) increased \$4,612.
 - Machine/Tools/Equipment (20-90) increased \$2,820.
 - Vehicle Maintenance (40-30) increased \$2,411.



Wastewater Collection

(Pg. 4-15)

- 168 miles SS; 16 miles FM; 35 LS; 1800 manholes
- Notable changes include the following:
 - Gas & Oil (20-05) increased \$2,054.
 - Decrease Building Improvements (40-11) decreased \$10,700.
 - Electrical (70-01) increased \$3,000.
 - Machine/Tools/Equipment (80-21) decreased \$8,013.



Wastewater Treatment

(Pg. 4-18)

- 168 miles SS; 16 miles FM; 35 LS; 1800 manholes
- Notable changes include the following:
 - Machine/Tools/Equipment (20-90) decreased \$6,250.
 - Increase Building (40-11) increased \$4,800 for restroom partitions replacement.
 - TCEQ Requirements (60-13) increased \$7,299 for regulatory testing.
 - Electrical (70-01) decreased \$10,000
 - Building Improvements (80-02) decreased \$3,002.



Other-Public Works Budget Overview

	FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
Airport Fund	\$86,089	\$65,794	-\$20,295	-23.57%
LPAWA Fund	\$1,819,469	\$1,482,414	-\$337,055	-18.52%
Vehicle Maintenance	\$1,204,437	\$1,229,684	+\$25,247	+2.10%
Vehicle Replacement Fund	\$712,131	\$664,590	-\$47,541	-6.68%



Airport (Pg. 5-8)

- Notable changes include the following:
 - Increase Gas & Oil (20-04) increased \$1,392.
 - Machine/Tools/Equipment (40-02) decreased \$3,000.
 - Special Projects (99-97) decreased \$20,000.



La Porte Area Water Authority (Pg. 5-14)

- Approved by Water Authority Board August 1, 2018
- Notable changes include the following:
 - Decrease in cost of water (7004) decreased \$346,473 due to change in City of Houston proposed water rate
 - Machine/Tools/Equipment Replacement (20-90) increased \$7,370.
 - Machinery/Tools/Equip (40-02) increased \$2,000 for repairs.

Vehicle Maintenance Fund (Pg. 6-11)



- Notable changes include the following:
 - Machine/Tools/Equipment (20-90) increased \$3,489.
 - Motor Pool Lease Fees (40-20) increased \$4,078.
 - Computer Software (40-55) increased \$1,909.



Replacement List FY19

FY 18-19 Replacement List				
Account #	Unit	Description	Department	Amount Budgeted
009-6049-551-8050	49-01	2013 JOHN DEERE FIELD RAKE	GOLF COURSE	13,100
009-6049-551-8050	49-06	2014 KUBOTA Z-TURN	GOLF COURSE	13,000
009-6049-551-805	49-08	2015 JOHN DEERE GREENS MOWER 2500B	GOLF COURSE	36,629
009-6049-551-8050	49-12	2007 RYAN SOD CUTTER	GOLF COURSE	5,635
009-6049-551-8050	49-24	2006 FIFTH WHEEL TOP DRESSER	GOLF COURSE	15,458
009-6049-551-8050	49-31	2011 JOHN DEERE GATOR	GOLF COURSE	23,639
009-6049-551-8050	49-38	JOHN DEERE 200 GALLON SPRAYER	GOLF COURSE	9,938
009-6049-551-8050	49-52	2013 JOHN DEERE ELECTRIC TRUCKSTER	GOLF COURSE	10,727
009-6049-551-8050	49-53	2013 JOHN DEERE TRUCKSTER	GOLF COURSE	24,688
Total:				152,814
009-5253-521-8050	53-07	2010 DODGE CHARGER INTERCEPTOR	POLICE PATROL	38,551
009-5253-521-8050	53-12	2010 FORD POLICE INTERCEPTOR	POLICE PATROL	38,551
009-5253-521-8050	53-17	2014 DODGE CHARGER INTERCEPTOR	POLICE PATROL	38,551
009-5253-521-8050	53-23	2013 DODGE CHARGER INTERCEPTOR	POLICE PATROL	38,551
009-5253-521-8050	53-25	2013 DODGE CHARGER INTERCEPTOR	POLICE PATROL	38,551
009-5253-521-8050	53-81	2011 FORD POLICE INTERCEPTOR	POLICE PATROL	38,551
Total				231,306



Replacement List FY19

009-5059-522-8050	59-41	2008 CHEVY IMPALA 4-DR	EMS	23,600
Total:				23,600
009-7071-531-8050	71-05	2013 172 RHINO MOWER DECK	STREETS	2,567
009-7071-531-8050	71-06	2014 172 RHINO MOWER DECK	STREETS	2,567
009-7071-531-8050	71-41	2008 BUSH HOG MOWER DECK	STREETS	3,355
009-7071-531-8050	71-65	2008 F350 W/DUMP BODY	STREETS	39,968
009-7071-531-8050	71-78	2005 FREIGHTLINER FC80	STREETS	99,087
Total:				147,544
009-7074-532-8050	74-21	2008 FORD F150 PICKUP	EQUIPMENT SERVICES	19,790
Total:				19,790
009-8080-551-8050	80-11	2012 KUBOTA ZD-1211-60	PARKS MAINTENANCE	13,000
009-8080-551-8050	80-12	2013 KUBOTA ZD-1211-60	PARKS MAINTENANCE	13,000
Total:				26,000
009-7084-533-8050	84-01	2011 KUBOTA ZD-326S-60	WATER PRODUCTION	13,000
Total:				13,000
009-7085-533-8050	85-39	2008 FORD F150 PICKUP	WATER DISTRIBUTION	19,790
009-7085-533-8050	85-47	2008 FORD F350 W/ UTILITY BODY	WATER DISTRIBUTION	36,727
Total:				56,517
009-7087-532-8050	87-15	2008 FORD F150 PICKUP	WASTEWATER TREATMENT	19,790
Total:				19,790
009-9092-524-8050	92-14	2008 FORD F150 PICKUP	INSPECTIONS	19,790
Total:				19,790
Total Motor Pool				710,151

Parks & Recreation

Rosalyn Epting, Director

(Pg. 3-107)





Parks & Recreation Budget Overview

	FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
Parks Maintenance	\$2,511,117	\$2,463,004	-\$48,113	-1.92%
Recreation	\$971,978	\$869,056	- \$102,922	-10.59%
Special Services	\$495,861	\$507,039	+\$11,178	+2.25%
Administration	\$637,007	\$580,256	-\$56,751	-8.91%
Department Total	\$4,615,963	\$4,419,355	-\$196,608	-4.26%



Parks Maintenance (Pg. 3-111)

- Notable Increases:
 - Motor Pool Lease Fees (40-20) increased \$12,368
 - Fleet Maintenance (40-30) increased \$4,316
 - Natural Gas (70-02) increased \$8,500 due to projected usage
 - Mach/Tools & Equipment (80-32) increased \$12,700 for a bunker rake at Pecan Park.
- Notable Decreases:
 - Chemicals (20-07) decreased \$3,500 based on historical usage
 - Other Supplies (20-15) decreased \$1,000
 - Machinery/Tools/Equipment (20-90) decreased \$2,500 by eliminating annual small equipment replacement budget since department purchased one weed eater in FY18.



Parks Maintenance (cont'd)

- Notable Decreases Continued:
 - Machinery/Tools/Equipment (40-02) decreased \$1,500 due to historical usage for small equipment repairs
 - Heating and A/C Equipment (40-06) decreased \$2,000 due to historical usage for repairs
 - Pumps/Motors (40-08) decreased \$1,000
 - Rec/Education Equipment (40-10) decreased \$1,000 for field lighting repairs
 - Building Maintenance (40-11) decreased \$2,000 based on anticipated expenses
 - Park Grounds (40-18) decreased \$5,000



Parks Maintenance (cont'd)

- Notable Decreases Continued:
 - Library Costs (60-14) decreases \$34,000 due to AC replacement in FY18 for \$37,000, but added \$3,000 for summer reading program per Council budget retreat.
 - Water (70-04) decreases \$4,000 due to historical usage
 - Building Improvements (80-02) decreased \$30,000 since spent funds for security cameras for facilities in FY18 and no improvements planned for FY19.
 - Land Improvements (80-32) decreased \$44,432 due to items in FY18 of Five Points electrical, Pfeiffer basketball court, backstops, and crushed granite. Added funds for 3 Flag Poles @ 146 entryway from Baytown in FY19 per Council budget retreat.



Recreation (Pg. 3-114)

- Notable Increases:
 - Athletic Supplies (20-31) increased \$1,070 for additional uniforms with increased basketball participation; also, additional referee pay for increased number of games.
 - Training/Seminars (30-20) increased \$1,217 for professional staff training.
 - Recreation Programs (60-42) increased \$4,000 for Summer movie series and additional summer camp supplies.
- Notable Decreases:
 - Computer Supplies (20-18) decreased \$4,000 since the purchase of 2 computers and 3 cell phones for Center staff in FY18 and nothing planned for FY19.



Recreation (cont'd)

- Notable Decreases (cont'd):
 - Aquatic Supplies (20-32) decreased \$9,000 due to pool surveillance system purchased in FY18 for \$9,000 and nothing additional except routine aquatic supply purchases planned for FY19.
 - Machinery/Tools/Equipment (20-90) decreased \$6,579 with purchase of 3 ellipticals, treadmill, 2 AMT's in FY18. Stair climber, AMT, treadmill, elliptical, long pull shroud in FY19.
 - Recreation/Education Equipment (40-10) decreased \$2,700 based on historical equipment repair and re-upholstery.
 - Building Improvements (80-02) decreased \$76,800 due to projects in FY18 completed (Brookglen signage, Fitness Center bleachers & goals) and nothing planned for FY19.



Special Services (Pg. 3-117)

- Notable Increases:
 - Motor Pool Lease Fees (40-20) decreased \$1,313
- Notable Decreases:
 - Other Supplies (20-15) decreased \$3,128 for small cuts to programs such as
 - Chili cook-off participants purchasing their own meat
 - Table covers & curtains removed from play
 - Decrease in supplies for munchie parties, Christmas lunch, Spring picnic, and cleaning supplies
 - Less trips for both Seniors & Special Programs
 - Other Professional Services (50-07) decreased \$2,400 due to contract water aerobics instructor not being needed as many hours per week.



Administration (Pg. 3-120)

- No Notable Increases
- Notable Decreases:
 - Computer Software (40-55) decreased \$33,597 due to new registration and membership software purchased in FY18 and annual software fee and chip readers are only planned for FY19
 - Other Professional Services (50-07) decreased \$40,000 due to Master Plan in FY18
 - Advertising (60-05) decreased \$1,000 by cutting back on giveaways for health & safety fairs, along with cutting back on Facebook ads

Planning and Development

Ian Clowes, City Planner

Planning (Pg. 3-123)

GIS (Pg. 3-126)

Inspections (Pg. 3-129)





Planning & Development Budget Overview

	FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
Planning	\$454,830	\$420,236	-\$34,594	-7.61%
GIS	\$234,589	\$183,081	- \$51,508	-21.96%
Inspection	\$972,159	\$998,090	+\$25,931	+2.67%
Department Total	\$1,661,578	\$1,601,407	-\$60,171	-4.26%



Planning (Pg. 3-125)

- Notable changes include the following:
 - Motor Pool Lease Fees (40-20) decreased \$1,806 due to Engineering vehicle transferred to Public Works
 - Fleet Maintenance (40-30) decreased \$2,856 due to Engineering vehicle transferred to Public Works
 - Consulting (50-04) decreased \$27,138 due to prior year budget included consultant for Comprehensive Plan Update
 - Professional Services (50-07) decreased \$10,000 by reducing need for professional services



GIS (Pg. 3-128)

- Notable changes include the following:
 - Computer Equipment (20-93) decreased \$2,740 due to iPads purchased in previous year
 - Training/Seminars (30-20) increased \$1,000 due to additional training for GIS Manager and Technician
 - Tuition Reimbursement (30-24) increased \$3,500 due to GIS Manager beginning her MPA degree program
 - Professional Services (50-07) decreased \$56,000 due to no longer contracting for technical services



Inspections (Pg. 3-131)

- Notable changes include the following:
 - Regular Earnings (10-10) increased \$28,933 due to the need for a part-time Inspector for workload
 - Tuition Reimbursement (30-24) increased \$3,500 to allow Plans Examiner to complete his college degree
 - Dangerous Buildings (60-21) decreased \$27,000 due to success of dangerous building program has reduced number of structures meeting criteria for demolition

Insurance

Matt Hartleib, HR Manager

Liability Insurance (Pg. 6-18)

Employee Health Insurance (Pg. 6-20)





Liability Insurance Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$749,066	\$851,586	+\$102,520	+13.69%



Liability Insurance (Pg. 6-18)

- Notable changes include the following:
 - Insurance (60-07) increase of 25% (\$100,000) based on preliminary estimates from TML
 - Citizen Claims (60-22) decrease of 40% (\$2,000) to reflect recent historical spend.

Employee Health Insurance Budget Overview



FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$7,656,942	\$8,080,039	+\$423,097	+5.53%



Employee Health Insurance (Pg. 6-21)

- Notable changes include the following:
 - Based on the most recent projections, 2017 actual spend is running at 96.58% of budget
 - Fiscal Services (50-06) decrease of \$6,000 due to lower than expected ACA reporting fees
 - Claims Administration (50-11) increase of \$6,504 due primarily to FSA admin fees

Employee Health Insurance (cont'd)



- Claims Paid (60-11) increase of \$338,072 based on projections from consultant
- Re-insurance Premiums (60-12) increase of \$42,002 based on projections. We are taking this line of coverage to market.
- Long-term Disability (60-23) decrease of \$6,000. Lower rate with new vendor effective 01/01/2018.
- Aetna Advantage Plan (60-25) increase of \$52,469 due to member count increasing by 11 and price per member per month increasing by \$70



Employee Health Insurance (cont'd)

- Proposed change to pharmacy formulary from Premier Plus to Aetna Standard.
- Projected savings between 11/1/18 – 12/31/2019 are \$290,857 (14.9%)
- Impact to members
 - No impact: 92.6%
 - Positive impact: 3.5%
 - Negative impact: 2.7%
 - Mixed impact: 1.2%

Economic Development

Ryan Cramer

Economic Development Coordinator





EDC Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$3,849,702	\$3,550,807	-\$298,895	-7.76%



EDC (Pg. 7-43)

- Notable changes include the following:
 - Memberships & Subscriptions (30-01) decreased \$4,050 to account for a lack of worthwhile memberships
 - Other Professional Services (50-07) net decrease of \$30,000 due to Board deciding to not update the strategic plan
 - Printing & Reproduction (60-02) decreased \$9,000 for lack of use
 - Advertising (60-05) increased \$9,700 based on estimated need
 - Transfer to Debt Service (90-04) increased \$19,350 based on debt payment schedule



EDC (cont'd)

- Transfer to CIP Fund (9015) net decrease \$229,500 to include funding for several projects:
 - Decorative Lights on Broadway \$480,700
 - Recreation Center Improvement \$1,000,000
 - Street Improvements \$355,000
- Contingency (90-50) decreased from \$250,000 to \$0 so the budget meets finance norms
- Request for Special Programs (99-97) decreased \$57,473 based on projected need

Hotel/Motel Fund

Rosalyn Epting, Director

(Pg. 7-39)





Hotel/Motel Budget Overview

FY 2017-18 Adopted Budget	FY 2018-19 Budget Request	Difference	% Change
\$739,805	\$693,703	-\$46,102	-6.23%



Hotel/Motel Fund (Pg. 7-42)

- Notable Increases:
 - Heritage Society-Joint Venture (60-30) increased \$16,500 for Depot foundation work & AC replacement
- Notable Decreases:
 - Overtime (10-20) decreased \$5,500 due to the removal of “Sip & Stroll”
 - Other Supplies (20-15) decreased \$4,800 due to purchase of one-time handheld radios in FY18



Hotel/Motel Fund (cont'd)

- Notable Decreases (cont'd):
 - Tourism Development (20-75) decreased \$7,000 by the following:
 - Removed \$8,000 for San Jacinto Festival Sponsorship, \$2,000 for Tea in Texas Sponsorship, and \$5,000 for “Other” Sponsorships
 - FY18 \$2,500 was added to the original \$10,000 budgeted for the Yacht Club; while in FY19 decreased Yacht Club Sponsorship back to \$10,000 and removed “other” sponsorship opportunities
 - Added \$3,000 for contacts database & social media monitoring, along with \$5,000 to video production



Hotel/Motel Fund (cont'd)

- Notable Decreases (cont'd):
 - Advertising (60-05) decreased \$28,360 by lowering Community Festival Advertising to \$17,560, Visit La Porte Advertising to \$13,200, Creative (stock photos, Canva, design, etc.) to \$600, and SEO & Google Ad Words to \$3,000
 - Request for Special Programs (99-97) decreased \$25,307 by removing Hotel Incentive Program & Grant for the Battleship Texas, while adding funds to Historic School House Operations of \$10,000, Video Surveillance & Security Monitoring for Historic School House of \$12,000, and 3% staff merit of \$2,693 for the 1.3 FTE's in the Hotel/Motel Fund (25% of ED Coordinator, 80% of Marketing Specialist and 25% of Recreation Center Specialist)

Capital Improvement Program

Corby D. Alexander

City Manager

(Section 7)





Fund Summaries

Fund	Total Proposed Expenditure
General Fund CIP (Fund 015)	\$3,569,000
Utility Fund CIP (Fund 003)	\$1,295,000
Airport Fund (010)	\$ 65,794
LP Area Water Authority Fund (016)	\$1,482,414
Sanitary Sewer Rehabilitation Fund (Fund 018)	\$ 350,000
Drainage Fund (Fund 019)	\$ 922,000
Street Maintenance Fund (Fund 033)	\$1,238,000
Drainage Bond Fund (Fund 050)	\$ 750,000
TWDB Loan Fund (Fund 052)	\$9,500,000
Total	\$19,328,697



General Fund CIP (Pg. 8-1)

Projects Presented at the Pre-Budget Retreat:

- Parking Lot Renovation at Fairmont Park: \$60,000
- Playground at Woodfalls Park: \$70,300
- Decorative Broadway Lighting: \$480,700 (EDC Funded)
- Gateway Flag Poles: \$9,568

Staff-Identified Projects:

- Public Works Facility Assessment: \$65,000
- Private Fiber: \$650,000
- Habitat Homes: \$20,000
- Clubhouse Repairs: \$28,000



General Fund CIP (cont'd)

Staff-Identified Projects (cont'd):

- Contingency: \$100,000
- Recreation & Fitness Center Expansion: \$1,000,000 (EDC Funded)
- Community Co-op Projects: \$30,000



Utility Fund CIP (Pg. 8-5)

Annually Recurring Programs:

- In-House Water Line Replacement: \$45,000
- In-House Valve Replacement Program: \$25,000
- Commercial Meter replacement: \$15,000
- Meter Replacement: \$300,000
- Contingency: \$50,000

Other Projects:

- Replace Collegeview Ground Tank: \$350,000
- Aerial Crossings: \$140,000
- Hillridge Pump Station: \$250,000
- Exterior Cleaning of Lomax Water Tower: \$25,000



Airport Fund

- All major projects are funded and underway
- \$65,794 is operations funding



LP Area Water Authority Fund (p. 8-9)

- LPAWA Valve Replacement: \$180,000



Sewer Rehabilitation Fund (Pg. 8-11)

- Sanitary Sewer Rehabilitation: \$300,000
 - Required by Texas Commission on Environmental Quality
 - In-House repairs to City's sewer system



Drainage Fund (Pg. 8-13)

Annually Recurring Program:

- TV Inspection of Storm Sewer System: \$30,000
- Drainage materials for In-house work: \$60,000
- Contingency: \$100,000

Other Projects:

- Verify City Elevation Benchmarks: \$27,000
- Brookglen Flooding Mitigation Analysis: \$275,000
- Bayside Terrace Drainage Improvements - Design: \$100,000
- F-101 Lomax Drainage Improvements – Design: \$150,000
- Battleground Drainage Improvements – Design: \$65,000



Drainage Fund (cont'd)

Other Projects (cont'd):

- Bob's Gully Drainage Analysis: \$50,000
- F216 Little Cedar Bayou Phase III – Design: \$75,000
- Contingency: \$100,000



Street Maintenance Fund (Pg. 8-17)

Annually Recurring Programs:

- Handicap Ramp/Sidewalk Repair: \$200,000
- Asphalt Street Resurfacing: \$698,000
- In-House Street Repair Materials: \$50,000
- Small Concrete Repairs: \$200,000
- Slab Jacking Concrete Repairs: \$40,000
- Contingency: \$50,000



Drainage Bond Fund (Pg. 8-19)

- F216 Little Cedar Bayou Phase III: \$750,000



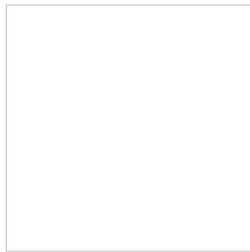
TWDB Loan Fund (Pg. 8-23)

- Lomax Lift Station Consolidation: \$9,500,000



**Council Agenda Item
August 13, 2018**

7 (a) Receive report of the Drainage and Flooding Committee Meeting – Councilmember Jay Martin



**Council Agenda Item
August 13, 2018**

8. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, August 16, 2018
- La Porte Development Corporation Board Meeting, Monday, August 27, 2018
- City Council Meeting, Monday, August 27, 2018
- Zoning Board of Adjustment Meeting, Thursday, August 30, 2018

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

10. ADJOURN
