

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
VACANT
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 December 10, 2018, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Rev. Brian Christen, La Porte Community Church.
3. **PLEDGE OF ALLEGIANCE**– The Pledge of Allegiance will be led by Councilmember Chuck Engelken.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Bay Area Council on Drugs and Alcohol Day - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)
6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding minutes of the Regular meeting held on November 12, 2018 and minutes of the Special meeting held on November 14, 2018 - P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance amending the City of La Porte, Texas' Fiscal Year 2018-2019 Budget for the Tax Increment and Reinvestment Zone budget, purchase of breathing air compressor for Fire Department, and Texas Traffic Safety Grant - S. Wolny
 - (c) Consider approval or other action regarding a Resolution authorizing the City Manager to sign TXDOT Impaired Driving Mobilization - STEP grant award and other related documents - R. Parker
 - (d) Consider approval or other action regarding a proposed encroachment agreement with Eleno De La Cruz-Suarez and Angelica Suarez for construction of balcony at 318 W. Main St. - R. Cramer
 - (e) Consider approval or other action regarding an Ordinance vacating, abandoning and closing a portion of the Crescent Drive street right-of-way, located in Block 2 of Crescent Shores Subdivision - I. Clowes
 - (f) Consider approval or other action awarding Bid #19001 for Temporary Labor - Solid Waste Worker - D. Pennell
 - (g) Consider approval or other action awarding Bid #19004 for purchase of trucks for Public Works Department - D. Pennell

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to deny Special Conditional Use Permit #18-91000014 to allow for a Hotel/Motel use in the General Commercial (GC) Zoning District, located on a 2.28-acre tract of land located at 711 W. Fairmont Pkwy., and legally described as Lots 1 – 16 and 19 – 32, Block 1103 and East 30 feet of 7th Street right-of-way and adjacent 16-foot alley, 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 #18-91000014, to allow for the development of a Hotel/Motel use to be located on a 2.28-acre tract of land located at 711 W. Fairmont Pkwy., and legally described as Lots 1 – 16 and 19 – 32, Block 1103 and East 30 feet of 7th Street right-of-way and adjacent 16-foot alley, La Porte Subdivision, in the General Commercial (GC) Zoning District - I. Clowes

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding purchase of playground equipment from GameTime for use at Woodfalls Park, under Texas Buy Board Contract #512-16 in the amount of \$52,941.18. - R. Epting
- (b) Discussion and possible action regarding hiring process for city prosecutor - J. Weeks

9. REPORTS

- (a) Receive report of the Fiscal Affairs Committee - Councilmember Chuck Engelken

10. ADMINISTRATIVE REPORTS

- La Porte Development Corporation Board Meeting, Monday, December 17, 2018
- Christmas Holidays, Monday, December 24, 2018 and Tuesday, December 25, 2018
- New Year Holiday, Tuesday, January 1, 2019
- Drainage and Flooding Committee Meeting, Monday, January 14, 2019
- City Council Meeting, Monday, January 14, 2019
- City Council Meeting, Monday, January 28, 2019

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

12. EXECUTIVE SESSION

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

Texas Government Code, Section 551.087 - Deliberation regarding Economic Development Negotiations: Meet with City Manager, City Economic Development Coordinator and City Attorney to discuss business prospect proposal.

Texas Government Code, Section 551.071(1)(A) - Pending or Contemplated Litigation: Meet with City Attorney and City Manager to discuss Tradebe Environmental Services, LLC vs. City of La Porte.

Texas Government Code, Section 551.074 - Personnel Matters: Discussion regarding position of City Secretary, and deliberate the evaluation, appointment, duties, and employment of a public officer or employee, the City Secretary.

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

14. **ADJOURN**

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

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

CERTIFICATION

I certify that a copy of the December 10, 2018 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on December 4, 2018.

Patrice Fogarty



**Council Agenda Item
December 10, 2018**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Rev. Brian Christen, La Porte Community Church.
3. **PLEDGE OF ALLEGIANCE**– The Pledge of Allegiance will be led by Councilmember Chuck Engelken.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
(a) Proclamation - Bay Area Council on Drugs and Alcohol Day - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)



Proclamation

Office of the Mayor

WHEREAS, the Bay Area Council on Drugs and Alcohol (BACODA) is a non-profit organization whose mission is to help individuals, families, and communities stop alcohol, drug abuse and addiction; and

WHEREAS, the Southeast Harris Community Coalition is a program of BACODA whose mission is to mobilize community resources in an effort to reduce the harmful impact of alcohol, tobacco and other drug abuse in our youth within our communities; and

WHEREAS, Southeast Harris Community Coalition is to provide a community where youth are respected, appreciated, and provided the opportunity to live safe and healthy lives.

NOW, THEREFORE, I, Louis R. Rigby, Mayor of the City of La Porte, do hereby proclaim December 10, 2018, as

Bay Area Council on Drugs and Alcohol Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 10th day of December, 2018.

City of La Porte

Louis R. Rigby, Mayor



Council Agenda Item December 10, 2018

6. **CONSENT AGENDA** *All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
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NANCY OJEDA
Councilmember District 6
Mayor Pro-Tem

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE NOVEMBER 12, 2018

The City Council of the City of La Porte met in a regular meeting on **Monday, November 12, 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. All members of Council were present except Councilmembers Earp and Zemanek. Staff present: City Secretary Patrice Fogarty, City Manager Corby Alexander, Assistant City Manager Jason Weeks, and Assistant City Attorney Clark Askins.
2. **INVOCATION** –The invocation was given by Rev. Dee Spears, Fairmont Park Church.
3. **PLEDGE OF ALLEGIANCE** – The pledge of allegiance was led by Councilmember Bill Bentley.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition – The City of La Porte 2018 Achievement of Excellence in Procurement Award, GFOA Distinguished Budget Presentation Award, Certificate of Achievement for FY2017 Financial Report, and FY2017 Popular Financial Reporting Award – Mayor Rigby

Mayor Rigby recognized Finance Director Michael Dolby and Staff for receiving the City of La Porte 2018 Achievement of Excellence in Procurement Award, the GFOA Distinguished Budget Presentation Award, Certificate of Achievement for FY2017 Financial Report, and FY2017 Popular Financial Reporting Award.
 - (b) Recognition – 2018 City University Participants – Mayor Rigby

Mayor Rigby recognized 2018 City University Participants: Katie Coones, Norma Elliott, Virginia Hollis, Aloisia Jones, Shirley Larkey, Christina Longoria, Brandon Lunsford, Donna O’Conner, and JoAnn Pitzer.
 - (c) Presentation – Memorial presentation to the Kaminski Family – Mayor Rigby

Mayor Rigby presented a Memorial to the Kaminski family on behalf of the late Councilmember Dottie Kaminski.

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

Wyatt Smith, 10905 Spruce Drive North, thanked Council for sponsoring the Dottie Bowl.

6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- (a) Consider approval or other action regarding minutes of the meeting held on October 22, 2018 – P. Fogarty
- (b) Consider approval or other action regarding proposed amendments to the development agreement with Liberty Property Trust, to allow for additional land uses within reserves E1 and E2 of the Port Crossing Commerce Center – I. Clowes
- (c) Consider approval or other action to roll over requested encumbrances from City of La Porte Fiscal Year 2018 budget to City of La Porte Fiscal Year 2019 – M. Dolby
- (d) Consider approval or other action authorizing to purchase fleet equipment from CAP Fleet Outfitters under Texas Buy Board Contract 524-17 – R. Parker
- (e) Consider approval or other action accepting the Fiscal Year 2018 audit/asset forfeiture report and associated financial records for the City of La Porte Police Department as required by Chapter 59 of the Texas Code of Criminal Procedure – R. Parker

Councilmember Engelken made a motion to approve Consent Agenda items pursuant to staff recommendations. Councilmember K. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 6/0.** Councilmembers Earp and Zemanek were absent.

7. **AUTHORIZATIONS**

- (a) Consider approval or other action regarding an ordinance authorizing an early penalty on delinquent tangible personal property taxes for tax year 2018 and subsequent years, as provided by Section 33.11 of the Texas Tax Code, in the amount of 20 percent of the delinquent tax – M. Dolby

Finance Director Michael Dolby presented a summary.

Councilmember Bentley made a motion to approve an Ordinance authorizing an early penalty on delinquent tangible personal property taxes for tax year 2018 and subsequent years, as provided by Section 33.11 of the Texas Tax Code, in the amount of 20 percent of the delinquent tax. Councilmember K. Martin seconded. **MOTION PASSED 6/0.** Councilmembers Earp and Zemanek were absent.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3729 AN ORDINANCE PROVIDING FOR A PENALTY TO DEFRAY COSTS OF COLLECTING DELINQUENT PROPERTY TAXES PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 33.11: PROVIDING FOR SEVERABILITY; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

8. **DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding appointing councilmember to fill vacancy on the Fiscal Affairs Committee – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Councilmember Engelken made a motion to nominate Councilmember Zemanek to fill the regular member vacancy on the Fiscal Affairs Committee and to appoint Councilmember Ojeda as the alternate on the Fiscal Affairs Committee. Councilmember J. Martin seconded. **MOTION PASSED UNANIMOUSLY 6/0.** Councilmembers Earp and Zemanek were absent.

- (b) Discussion and possible action regarding Eagle Scout Project regarding flags – Mayor Rigby

Mayor Rigby presented a summary of a proposed Eagle Scout flag project submitted by Eagle Scout Kaleb Little, who provided additional information on the project.

Councilmember Engelken made a motion to approve the project. Councilmember Ojeda seconded. **MOTION PASSED UNANIMOUSLY 6/0.** Councilmembers Earp and Zemanek were absent.

- (c) Discussion and possible action regarding award of RFP for stop loss insurance, in connection with city health plan – M. Hartleib

Human Resources Manager Matt Hartleib presented a summary.

Councilmember Engelken made a motion to approve Staff's recommendation. Councilmember Bentley seconded. **MOTION PASSED UNANIMOUSLY 6/0.** Councilmembers Earp and Zemanek were absent.

9. REPORTS

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

Councilmember Jay Martin provided a report of the Drainage and Flooding Committee Meeting held prior to the City Council Meeting.

10. ADMINISTRATIVE REPORTS

There were no additional reports.

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

Councilmember Bentley recognized Eagle Scout Kaleb Little for a great job on his project; Finance Staff on the awards; Municipal Court Staff for collections and wished everyone a Happy Thanksgiving.

Councilmember Engelken recognized Eagle Scout Kaleb Little for a great job on his project; Finance Staff on the awards; participants of the 2018 City University Participants; the City for the nice Memorial recognizing late Councilmember Dottie Kaminski.

Councilmember Ojeda thanked Mayor Rigby and all veterans for the service; Finance Director Michael Dolby and Staff for their transparency; Human Resources Manager Matt Hartleib for his work with Staff that participated in the weight loss challenge, and recognized the Parks Department and the Special Olympians for their gold, silver and bronze medals.

Councilmember J. Martin congratulated the Finance Department on the awards; thanked all veterans for their service; wished Eagle Scout Kaleb Little well on his project; commented the Kaminski family is still in his prayers; informed he attended the Rotary Reverse Draw; the swearing in of Police Chief Ron Parker, and wished everyone a Happy Thanksgiving.

Councilmember K. Martin thanked the 2018 City University Participants for their participation in the program; congratulated the Finance Department on the awards; wished Eagle Scout Kaleb Little well on his project, and wished everyone a Happy Thanksgiving.

Mayor Rigby wished everyone a Happy Veterans Day and thanked all veterans for their service; he congratulated the 2018 City University Participants, and wished Eagle Scout Kaleb Little well on his project.

12. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 6:47 p.m. Councilmember J. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 6/0.** Councilmembers Earp and Zemanek were absent.

Patrice Fogarty, City Secretary

Passed and approved on December 10, 2018.

Mayor Louis R. Rigby

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MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE NOVEMBER 14, 2018

The City Council of the City of La Porte met in a special meeting on **Wednesday, November 14, 2018**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **5:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 5:00 p.m. All members of Council were present: Councilmembers Ojeda, Zemanek, J. Martin, K. Martin, Bentley, Engelken, and Earp. Staff present: City Secretary Patrice Fogarty and H.R. Manager Matt Hartleib.

2. **DISCUSSION AND POSSIBLE ACTION** – Interview, discuss, and consider candidates for the position of City Secretary of the City of La Porte, Texas.

3. **CLOSED EXECUTIVE SESSION**

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code. Notice is hereby given that the City Council may go into Executive Session in accordance with the following provision of the Texas Government Code:

At 5:01 p.m. Mayor Rigby announced Council would go into executive session regarding Texas Government Code, Section 551.074 - Personnel Matters: Conduct interviews of candidates for the position of City Secretary, and deliberate the evaluation, appointment, duties, and employment of a public officer or employee: the City Secretary.

Three city secretary candidates/applicants were present. They were taken in one at a time for an interview.

4. **RECONVENE** into regular session and consider action, if any, on item(s) discussed in Executive Session.

Mayor Rigby reconvened the meeting at 8:16 p.m. He thanked each of the candidates for coming to the meeting. He stated they do not have a decision at this time. Council has given direction to H.R. Manager Matt Hartleib and Mayor Rigby to gather additional information, and they will be holding a special called meeting in the very near future to, hopefully, finalize everything.

5. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 8:17 p.m. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.**

Patrice Fogarty, City Secretary

Passed and approved on December 10, 2018.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 10, 2018

Appropriation

Requested By: Shelley Wolny

Source of Funds: _____

Department: Finance

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

- 1. Ordinance**
- 2. Exhibit A & B**
- 3. Exhibit C**
- 4. ESD minutes**

SUMMARY & RECOMMENDATIONS

The City Council adopted the Fiscal Year 2018-19 Budget on September 10, 2018.

The Summary of Funds, which is shown below, represents the amendments which council previously approved to the FY 2018-19 Budget. (*denotes funds with current changes)

	Original Budget	Proposed Amended Budget
General Fund	\$ 47,292,923	\$ 47,292,923
Grant Fund	707,388	713,371 *
Street Maintenance Sales Tax Fund	1,238,000	1,238,000
Emergency Services District Sales Tax Fund	1,056,052	1,078,987 *
Hotel/Motel Occupancy Tax	693,703	693,703
Economic Development Corporation	3,550,807	3,550,807
Tax Increment Reinvestment Zone	0	3,488,681 *
Utility	7,229,336	7,229,336
Airport	65,794	65,794
La Porte Area Water Authority	1,482,414	1,482,414
Motor Pool	1,894,274	1,894,274
Insurance Fund	8,651,625	8,651,625
Technology Fund	106,300	106,300
General Capital Improvement	4,435,152	4,435,152
Utility Capital Improvement	1,295,000	1,295,000
Sewer Rehabilitation Capital Improvement	350,000	350,000
Drainage Improvement Fund	922,000	922,000
2010 Certificates of Obligation Bond Fund	750,000	750,000
TWDB Loan Fund	9,500,000	9,500,000
General Debt Service	4,733,822	4,733,822
Total of All Funds	\$95,954,590	\$99,472,189

Action Required of Council:

Adopt Ordinance Amending Fiscal Year 2018-19 Budget for the following items.

- \$3,488,681 for the Tax Increment and Reinvestment Zone budget. The TIRZ budget was not available at the time of adoption.
- \$22,935 for an emergency purchase of a breathing air compressor. The air compressor that the fire department uses went down and needed to be replaced. This expenditure is covered by the Fire Control District and the board unanimously approved the adjustment at their November 27, 2018 meeting.
- \$5,983 for a potential grant from TxDOT for Impaired Driving Mobilization program. This grant opportunity was unforeseen at the initial budget adoption in September.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

WHEREAS, the Budget for the fiscal year October 1, 2018, through September 30, 2019, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on July 23, 2018, and a public hearing scheduled for September 10, 2018 was duly advertised and held, and said Budget was finally approved by ordinance on September 10, 2018;

WHEREAS, Subsection (b) of Section 102.009 of the Texas Local Government Code provides that, after final adoption of the budget, the governing body of the municipality may spend municipal funds only in strict compliance with the budget, except in emergency, where in such cases the governing body of the municipality may authorize an emergency expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention;

WHEREAS, Section 102.010 of the Texas Local Government Code provides that the governing body of a municipality may make changes to its budget for municipal purposes;

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for and in the best interest of the health, safety and general welfare of the inhabitants of the City;

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

SECTION 1. A grave public necessity exists and to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention, the Budget must be amended and revised with respect to those appropriations set forth in Exhibit B, attached hereto by reference and made part hereof. In support thereof, the City Council finds that additional expenditures are necessary for 1) \$3,488,681.00 for the Tax Increment and Reinvestment Zone budget, which information was not made available to the City of La Porte by the TIRZ Board at the time of adoption of the original budget; 2) \$22,935.00 for the purchase of one breathing air compressor for the La Porte Fire Department, which expenditure was added to the La Porte Fire Control, Prevention, and Emergency Services District budget by the La Porte Fire Control, Prevention, and Emergency Services District Board of Directors on November 27, 2018, due to the unexpected loss of the existing breathing air compressor; and 3) \$5,983.00 for Texas Department of Transportation STEP - Impaired Driving Mobilization Program grant, for use by the La Porte Police Department, notification of which was not received before adoption of the budget . Such additional expenditures are more specifically described on Exhibit C.

SECTION 2: That the Budget for the City of La Porte, Texas, now before the said City Council for consideration, a complete copy of which is on file with the City Secretary and a summary of which is attached hereto by reference as Exhibit "A", is hereby amended as reflected on the amended budget summary document, attached hereto by reference as Exhibit "B", as the Budget for the said City of La Porte, Texas, for the period of October

1, 2018, through September 30, 2019.

SECTION 3. The several amounts stated in Exhibit C as the amended expenditures are hereby appropriated to and for the objects and purposes therein named, and are found to be for municipal purposes.

SECTION 4. The amended and revised expenditures contained in the Budget, do not exceed the resources of each fund, as so amended and revised.

SECTION 5: The City Council finds that all things requisite and necessary to the adoption of said Budget and the amendments made hereto have been performed as required by charter or statute.

SECTION 6. Upon the passage and adoption of this ordinance, a copy of the ordinance shall be filed with the City Secretary, who shall attach a copy of same to the original budget.

SECTION 7: The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required 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 8: This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this the 10th day of December, 2018.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark Askins, Assistant City Attorney

EXHIBIT A
(ADOPTED BUDGET)

City of La Porte
Consolidated Summary of All Funds

	FY 18-19 Revenues	FY 18-19 Expenses
Governmental Fund Types:		
General Fund	\$ 48,159,779	\$ 47,292,923
Grant Fund	372,556	707,388
Street Maintenance Sales Tax	1,265,000	1,238,000
Emergency Services District	1,254,500	1,056,052
Hotel/Motel Occupancy Tax	707,250	693,703
Economic Development Corporat	2,530,000	3,550,807
Tax Increment Reinvestment	-	-
Total Governmental Types	<u>54,289,085</u>	<u>54,538,873</u>
Enterprise:		
Utility	8,267,250	7,229,336
Airport	64,500	65,794
La Porte Area Water Authority	<u>1,371,157</u>	<u>1,482,414</u>
Total Enterprise	9,702,907	8,777,544
Internal Service		
Motor Pool	3,368,593	1,894,274
Insurance Fund	8,481,936	8,651,625
Technology Fund	<u>319,540</u>	<u>106,300</u>
Total Internal Service	12,170,069	10,652,199
Capital Improvement:		
General	3,666,852	4,435,152
Utility	18,750	1,295,000
Sewer Rehabilitation	303,500	350,000
Drainage Improvement Fund	286,500	922,000
2010 C/O Bond Fund	-	750,000
2015 C/O Bond Fund	-	-
TWDB Loan Fund	<u>-</u>	<u>9,500,000</u>
Total Capital Improvement	4,275,602	17,252,152
Debt Service:		
General	<u>4,425,845</u>	<u>4,733,822</u>
Total Debt Service	4,425,845	4,733,822
Total All Funds	\$ 84,863,508	\$ 95,954,590

EXHIBIT B
(AMENDED BUDGET)

City of La Porte
Consolidated Summary of All Funds

	FY 18-19 Revenues	FY 18-19 Expenses
Governmental Fund Types:		
General Fund	\$ 48,159,779	\$ 47,292,923
Grant Fund	378,539	713,371
Street Maintenance Sales Tax	1,265,000	1,238,000
Emergency Services District	1,254,500	1,078,987
Hotel/Motel Occupancy Tax	707,250	693,703
Economic Development Corporat	2,530,000	3,550,807
Tax Increment Reinvestment	3,965,609	3,488,681
Total Governmental Types	58,260,677	58,056,472
Enterprise:		
Utility	8,267,250	7,229,336
Airport	64,500	65,794
La Porte Area Water Authority	1,371,157	1,482,414
Total Enterprise	9,702,907	8,777,544
Internal Service		
Motor Pool	3,368,593	1,894,274
Insurance Fund	8,481,936	8,651,625
Technology Fund	319,540	106,300
Total Internal Service	12,170,069	10,652,199
Capital Improvement:		
General	3,666,852	4,435,152
Utility	18,750	1,295,000
Sewer Rehabilitation	303,500	350,000
Drainage Improvement Fund	286,500	922,000
2010 C/O Bond Fund	-	750,000
2015 C/O Bond Fund	-	-
TWDB Loan Fund	-	9,500,000
Total Capital Improvement	4,275,602	17,252,152
Debt Service:		
General	4,425,845	4,733,822
Total Debt Service	4,425,845	4,733,822
Total All Funds	\$ 88,835,100	\$ 99,472,189

**La Porte Redevelopment Authority
Tax Increment Reinvestment Zone Number One
City of La Porte
FY 2018 - 19 Proposed Budget**

	2017-18 Approved Budget	2017-18 Estimated	2018-19 Proposed Budget
Revenues:			
Beginning Fund Balance	\$ 1,629,796	\$ 2,310,192	\$ 2,693,717
Estimated TIRZ Revenues			
City	\$ 1,021,753	\$ 1,096,107	\$ 1,128,990
County	\$ 508,108	\$ 716,250	\$ 737,738
LPISD	\$ 1,577,377	\$ 2,036,924	\$ 2,098,032
Interest on TIRZ Funds	\$ 450	\$ 818	\$ 850
Estimated TIRZ Developer Advances	\$ -	\$ -	\$ -
Bayforest Land, Ltd.	\$ -	\$ -	\$ -
Lakes of Fairmont Greens	\$ -	\$ -	\$ -
Beazer Homes - Expansion Area	\$ -	\$ -	\$ -
Senior Associates - Expansion Area	\$ -	\$ -	\$ -
Port Crossing	\$ -	\$ 831,162	\$ -
Total Revenues	\$ 4,737,484	\$ 6,991,453	\$ 6,659,326
TIRZ M&O Expenses:			
Administration and Project Management	\$ 24,000	\$ 24,000	\$ 24,000
Legal	\$ 4,500	\$ 7,390	\$ 7,400
Agreed Upon Procedures Reports	\$ 7,000	\$ 6,700	\$ 7,000
Annual Audit	\$ 8,500	\$ 8,250	\$ 8,500
Operating Expenses	\$ 500	\$ 1,358	\$ 1,450
Bank Expenses	\$ 40	\$ 68	\$ 70
Total Expenses	\$ 44,540	\$ 47,766	\$ 48,420
Transfers			
City Administration	\$ 50,840	\$ 54,805	\$ 56,175
ISD Refund	\$ 857,051	\$ 454,521	\$ 454,521
Educational Facilities	\$ 857,051	\$ 803,294	\$ 823,376
Total Transfers	\$ 907,890	\$ 1,312,620	\$ 1,334,073

Capital Improvements

City CIP Trunk Line Project	\$ -	\$ -	\$ -
Bayforest Land, Ltd.	\$ -	\$ -	\$ -
Beazer Homes Capital Improvements	\$ -	\$ -	\$ -
Senior Associates Capital Improvements	\$ -	\$ -	\$ -
Port Crossing Capital Improvements	\$ -	\$ 831,162	\$ -
TIRZ Developer Reimbursements			
Lakes of Fairmont Greens	\$ -	\$ -	\$ -
Beazer Homes	\$ 18,478	\$ 118,814	\$ 118,814
Senior Associates	\$ 5,941	\$ -	\$ -
Retreat at Bay Forest	\$ 48,035	\$ 29,662	\$ 29,662
Port Crossing	\$ 1,498,267	\$ 1,957,711	\$ 1,957,711
	\$ 1,570,721	\$ 2,937,350	\$ 2,106,188
Ending Fund Balance	\$ 2,214,332	\$ 2,693,717	\$ 3,170,645

Wolny, Shelley

From: Boles, Bennie
Sent: Thursday, November 29, 2018 11:28 AM
To: Wolny, Shelley; Collins, Gay
Cc: Bedford, Michelle; Parker, Ron
Subject: 2019 IDM (DWI) Grant Application / Draft Agreement
Attachments: 2019-LaPorte-IDM-00027.pdf

Good morning,

Attached is a copy of the submitted grant agreement. This is considered a draft.

The budget is found on page 22.

Per Mr. Alexander's request, the requested budget amount should be listed as \$15,108.03 (TXDOT \$11,982.14 plus La Porte Match \$3125.14)

Should you have any questions, please give me a call.

Thank you,
Bennie
Cell 281-799-1425

Sergeant Bennie Boles, LCC
Chief of Staff
Office of the Chief of Police
La Porte Police Department
281-842-3115

[CONFIDENTIALITY NOTICE: This email communication may contain private, confidential, or legally privileged information intended for the sole use of the designated and/or duly authorized recipient(s). If you are not the intended recipient or have received this email in error, please notify the sender immediately by email or contact 281-842-3115 and permanently delete all copies of this email including all attachments without reading them. If you are the intended recipient, secure the contents in a manner that conforms to all applicable state and/or federal requirements related to privacy and confidentiality of such information.]

**La Porte Fire Control, Prevention, and Emergency Medical Services District
Minutes from November 27, 2018**

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

Meeting called to order @ 6:00pm Johnny Jones

Members present – Danny Campise, Tom Dye, Johnny Jones, Ron Nowetner, Robert Eldridge, Dewey Walls

Also present- Donald Ladd, and Jason Weeks

Minutes were read from the June 13, 2018.

With correction from Lass to Ladd, motion to accept by Tom Dye, second by Ron Nowetner

Motion passed

Donald Ladd made presentation on breathing air compressor replacement.

Tom Dye motioned to purchase new air compressor for \$22,935.00, seconded Danny Campise motion passed

Tom Dye motioned to adjourn at 6:20pm, seconded by Robert Eldridge

Approved:

Signed: _____

Signed: _____

Title: _____

Title: _____

Texas Traffic Safety eGrants

Fiscal Year 2019

Organization Name: City of La Porte Police Department

Legal Name: City of La Porte

Payee Identification Number: 17460015526006

Project Title: STEP - Impaired Driving Mobilization

ID: 2019-LaPorte-IDM-00027

Period: 12/10/2018 to 09/30/2019

City of La Porte Police Department
STEP - IDM - 2019

Select a County: Harris County - Houston District

City of La Porte Police Department
STEP - IDM - 2019

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 36

Texas Senate* Texas Senate District 11

Texas House* Texas House of Representatives District 128
Texas House of Representatives District 129
Texas House of Representatives District 144

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

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

ARTICLE 1. COMPLIANCE WITH LAWS

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

ARTICLE 2. STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. LIMITATION OF LIABILITY

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

ARTICLE 5. AMENDMENTS

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

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide

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compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

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

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

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

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

ARTICLE 7. REPORTING AND MONITORING

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

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

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

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

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

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

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

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

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

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final

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payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

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

ARTICLE 9. INDEMNIFICATION

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

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

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

ARTICLE 10. DISPUTES AND REMEDIES

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

ARTICLE 11. TERMINATION

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

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

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

ARTICLE 12. INSPECTION OF WORK

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

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and

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convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

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

ARTICLE 14. SUBCONTRACTS

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

ARTICLE 15. GRATUITIES

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

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

ARTICLE 16. NONCOLLUSION

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. SUBGRANTEE'S RESOURCES

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

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

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other

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resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

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

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

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

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

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

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

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confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

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

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

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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

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

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

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

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

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor

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shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

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

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

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

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ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

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

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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

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

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

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

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

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local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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

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

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

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

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

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

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

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

Strategy: Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

Jurisdictional average annual DWI/DUI KA crashes	4
Enforcement activities to reduce total DWI/DUI KA crashes during this fiscal year to 3	
Total Enforcement Hours to be worked during Christmas/New Years	61
Total Enforcement Hours to be worked during Spring Break:	60
Total Enforcement Hours to be worked during Independence Day:	61
Total Enforcement Hours to be worked during Labor Day:	60

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

- 1. Complete administrative and general grant requirements
 - a. Number of Performance Reports to be submitted 4
 - b. Number of Requests for Reimbursement to be submitted 4

- 2. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentation for each DWI operation period 1
 - b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period. 2
 - c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period 1
 - d. Produce the following number of public information and education materials if applicable. 0
 - e. Distribute the following number of public information and education materials if applicable. 0

OPERATIONAL PLAN

Zone Name : Zone 1

Zone Location : Zone 1 is four linear miles between the west side of the city at approximately the 9700 block of SH 225, east to North SH 146, then North onto the Fred Hartman Bridge to the northern city limits as the bridge is over water. Officers will be required to cross north over the bridge, make the turnaround at Missouri Street in Baytown in order to reset on the southbound side of the bridge. Officers working westbound SH 225 would need to travel south to W. Barbours Cut Blvd. take the u-turn, to set up on SH 225 west of the SH 146 interchange.

Zone Hours : 6 PM -6 AM, Monday-Sunday during established enforcement periods.

Zone Heat Map : https://www.dot.state.tx.us/apps/egrants/_Upload/840241-MapsZone1.pdf
(attach)

OPERATIONAL PLAN

Zone Name : Zone 2

Zone 2 is four square miles starting at the northeast corner, (100 W. Main Street and 100 S. Broadway), traveling west to the northwest corner of (100 S. 16th Street and 1600 W. Main street), traveling south to McCabe Road then east on to the southbound on-ramp of South SH 146 continuing to the southern city limits at 3200 S. SH 146, this is the southwest boundary.

Location : Officers would travel south on SH 146 to make the U-turn onto SH 146 returning to the southern zone boundary of SH 146 or travel east to on Shore Acres Blvd. to Bussiness 146 (S. Broadway) in order to return to the southeast boundary at the 3200 Block of Business 146 (S. Broadway). The zone includes 100-3200 S. SH 146, 100 - 1600 W. Fairmont Parkway, 100 - 1600 McCabe Road.

Zone Hours : 6 PM -6 AM, Monday-Sunday during established enforcement periods.

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/840236-MapsZone2.pdf
(attach)

General Information

Project Title STEP - Impaired Driving Mobilization

Project Description To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign.

How many years has your organization received funding for this project? This will be our first year.

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$11,982.89	\$0	\$11,982.89
(200)	Fringe Benefits	\$0	\$3,125.14	\$3,125.14
	Category I Sub-Total	\$11,982.89	\$3,125.14	\$15,108.03
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$11,982.89	\$3,125.14	\$15,108.03
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$11,982.89	\$3,125.14	\$15,108.03
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
Grand Total		\$11,982.89	\$3,125.14	\$15,108.03
	Fund Sources	79.31%	20.69%	

Operational Plan

X I agree to the following

Comments:

Site Description

Jurisdiction Wide

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign

December 12, 2017 - December 14, 2017

Enforcement Period

December 15, 2017 - December 31, 2017

Post-Media Campaign

January 4, 2018 - January 6, 2018

Spring Break Wave

Pre-Media Campaign

February 26, 2018 - February 28, 2018

Enforcement Period

March 1, 2018 - March 19, 2018

Post-Media Campaign

March 23, 2018 - March 25, 2018

Independence Day Wave

Pre-Media Campaign

June 25, 2018 - June 27, 2018

Enforcement Period

June 28, 2018 - July 15, 2018

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Post-Media Campaign July 19, 2018 - July 21, 2018

Labor Day Crackdown

Pre-Media Campaign August 14, 2018 - August 16, 2018

Enforcement Period August 17, 2018 - September 3, 2018

Post-Media Campaign September 7, 2018 - September 9, 2018

Description of Activities

Pre-Media Efforts Before Enforcement Periods: Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.

Enforcement Periods: Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.

Post-Media Efforts After Enforcement Periods: Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.



RESOLUTION

* * * *

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

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

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

WHEREAS, research shows that impaired driving is a causative factor in many vehicle traffic crashes; and

WHEREAS, failure to obey laws in regard to impaired driving,

WHEREAS, the National Highway Traffic Safety Administration has shown that fatalities due to driving while impaired are significant in Harris County, Texas and;

WHEREAS, the Impaired Driving Mobilization - STEP includes public education and intensified law enforcement to get the community and drivers to comply with laws regarding driving while impaired;

NOW THEREFORE, BE IT RESOLVED that the City of La Porte approves the City Manager to execute all documents for Impaired Driving STEP Grant for December 10, 2018 through September 30, 2019; joining public and private sector leaders across Texas supporting the campaign; urging all residents and visitors of La Porte to abide by traffic laws, to protect life and the quality of life in this community.

Signed by:

Authorized Official

ATTEST:

City Secretary

APPROVED:

Mayor, City of La Porte

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 10, 2018</u>	<u>Appropriation</u>
Requested By: <u>Ryan Cramer, Econ Dev Coordinator</u>	Source of Funds: <u>N/A</u>
Department: <u>Economic Development</u>	Account Number: <u>N/A</u>
Report: <u>X</u> Resolution: <u> </u> Ordinance: <u> </u>	Amount Budgeted: <u>N/A</u>
Exhibits: <u>Encroachment Agreement</u>	Amount Requested: <u>N/A</u>
Exhibits: _____	Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

The Suarez family, owners of 318 W. Main Street would like to put a balcony on the front of their building, much like the one found at 208 W. Main Street. The balcony will overhang the public right-of-way and support beams will be forced to be placed in the right-of-way. This agreement is designed for the City to have the balcony removed when it deems necessary.

Action Required by Council:

Approve or deny the encroachment agreement.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

STATE OF TEXAS

Encroachment Agreement

COUNTY OF HARRIS

This Encroachment Agreement ("Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date") by and between the City of La Porte, Texas (the "City"), and Eleno Deleacruz-Suarez and Angelica Suarez (the "Owner"). The City and Owner are sometimes referred to herein together as the "parties" and individually as a "party".

Recitals:

1. The City of La Porte, Texas is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter. The City is authorized to control and regulate an encroachment or obstruction on a public street within the City pursuant to § 311.001, Tex. Transp. Code, and to permit and prescribe the consideration and terms for the use of a portion of a City street or sidewalk for a private purpose if the use does not interfere with the public use of the street or sidewalk or create a dangerous condition on the street or sidewalk, in accordance with § 316.021, Tex. Transp. Code.

2. Eleno Deleacruz-Suarez and Angelica Suarez are the owners of property located within the City at situated at 318 West Main St. (the "Property"), which location is more particularly described as Lot 13, Block 58, Town of La Porte Harris County, Texas. There is an existing two-story building (the "building") located on the Property.

3. The Property is located adjacent to and abuts a public street and right-of-way known as West Main St., including a public sidewalk which extends from the street right-of-way to the front façade of the aforementioned building on the Property, as shown on Exhibit A attached hereto and incorporated herein. In connection with its use of the Property, Owner has requested the City to allow Owner to construct a second-floor balcony on the front façade of the building with support columns to be placed within a portion of the public sidewalk and right-of-way that abuts the Property. A diagram of the second-floor balcony with illustration of the encroachment of the balcony and the support columns is identified and shown on the attached Exhibit B. Such encroachment of the balcony and the support columns is referred to herein as the "Encroachment Area". Additionally, Owner has asked the City to allow Owner to place removable tables, chairs and related business personal property in the Encroachment Area.

4. As set forth herein and subject to the terms and conditions of this Agreement, the City has agreed to allow Owner to use the Encroachment Area to construct a second-floor balcony and to extend support columns into the public sidewalk adjacent to the Property, and additionally, to place removable tables, chairs and related business personal property in the Encroachment Area, provided and so long as such use does not interfere with the public use of the street or sidewalk or create a dangerous condition thereon.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars (\$10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Post do hereby agree as follows:

1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated herein and made a part of this Agreement for all purposes.

2. Grant of license. The City does hereby grant to Owner a revocable license (a) to place and locate within and upon the Encroachment Area a second-floor balcony and support columns for such balcony that extend into the public sidewalk adjacent to the Property and (b) to place and locate within the Encroachment Area tables, chairs, and other business personal property that is customary and incidental to the operation of a retail business.

3. The license hereby granted is subject to and shall be used by Owner in accordance with the City Charter and with all applicable laws, rules, regulations, codes, policies, and standards of the City and of any other governmental entity having jurisdiction over the public street, right-of-way, and sidewalk (whether in effect on the Effective Date or adopted or enacted thereafter) ("Applicable Law"), and with the terms and conditions of this Agreement. In no event shall Owner have the right to use the Encroachment Area for any purpose other than as set forth in this Agreement, nor the right to use any portion of the public sidewalk, right-of-way and/or street that is outside of the Encroachment Area.

4. Term. This Agreement shall be in effect for a period of fifteen (15) years from and after the Effective Date, and shall thereafter automatically renew for successive one (1) year renewal terms, subject, however, to the right termination by either party, as set forth in paragraph 8 hereof.

5. Non-exclusive license. The license granted by this Agreement is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Encroachment Area for any purpose, including the right to make any repairs, modifications, or other changes to the Encroachment Area; (b) any existing utility, drainage or communication facility located within, on, under, over, or upon the Encroachment Area and/or West Main St.; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; (e) the terms and conditions of this License Agreement; and (f) Applicable Law.

6. Use, operation, maintenance.

(a) All use, operation, and maintenance of the Encroachment Area under this Agreement by Owner shall be conducted and performed in such a manner so as not to interfere with the public use of any public sidewalk, right-of-way, or street or to create a dangerous condition on any public sidewalk, right-of-way, or street (including West Main St.). The City's approval of any use, operation or maintenance of the Encroachment Area by Owner shall not and does not relieve Owner of all responsibility and liability for such use, operation and/or maintenance.

(b) The use, operation, and maintenance of the Encroachment Area by Owner shall be conducted and performed in a safe, clean, and neat manner, as determined by the City, and the Encroachment Area shall be maintained by Owner in good condition, as determined by the City. Prior to instituting any maintenance or work on or within the Encroachment Area, Owner (as required by Applicable Law) shall secure from the City any necessary permits, including building and/or right-of-way permits. The City shall be the sole judge of the quality of the maintenance, and upon written notice

from the City, by and through the City Manager or the City Manager's designee, stating in general terms how and in what manner the maintenance is required, Owner shall perform such required maintenance. If Owner fails to do so, the City shall have the right (in addition to any other rights of the City provided for herein) to perform such maintenance, the cost of which shall be borne by Owner.

(c) In connection with this Agreement, (i) Owner is and shall at all times be and remain responsible and liable for the acts and omissions of Owner, its owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, licensees, guests, and invitees, and their respective owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, licensees, guests, and invitees, and (ii) Owner is and shall at all times be and remain responsible and liable for the acts and omissions of Owner, its owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, licensees, guests, and invitees, and their respective owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, licensees, guests, and invitees. The provisions of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) The City has and shall at all times have the right to enter into, upon, under and over the Encroachment Area for any purpose whatsoever, including to make any modifications, repairs, or other changes to the Encroachment Area.

6. Insurance.

At all times in connection with this Agreement, Owner shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after any construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project, and must include contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

2. Worker's compensation at statutory (Texas)' limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

With reference to the foregoing insurance requirement, Owner shall specifically endorse applicable insurance policies as follows:

1. The City Of La Porte, Texas shall be named as an additional insured with respect to all liability policies.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City Of La Porte.

3. A waiver of subrogation in favor of the City Of La Porte, Texas, its officers, employees, and agents shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City Of La Porte, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City Of La Porte, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Owner may maintain reasonable and customary deductibles.
9. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Owner and the City prior to the commencement of the use of the Encroachment Area by Owner, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City of La Porte.

Upon request, Owner shall furnish City with complete copies of all insurance policies certified to be true and correct by the insurance carrier. The City has the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

7. Owner's Indemnity Obligation. Owner covenants and agrees to, and shall DEFEND (with counsel reasonably acceptable to the City), INDEMNIFY, AND HOLD HARMLESS the City of La Porte and the elected and appointed officials, and the officers, employees, agents, and representatives of the City of La Porte, Texas, individually or collectively, in both their official and private capacities (collectively, the "City Persons" and each a "City Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City or any other of the City Persons, or any of them, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to:

(i) the use, occupancy, or maintenance of, or operation within, the Encroachment Area of the Property, (ii) any representations and/or warranties by Owner (as the case may be) under this Agreement, (iii) any personal injuries (including but not limited to death) to any Owner Persons (as hereinafter defined) and any third persons or parties arising out of or in connection with Owner's use, occupancy, or maintenance of, or operation within, the Encroachment Area, under this Agreement, and/or

(iv) any act or omission under, in performance of, or in connection with this Agreement by Owner or by any of their respective owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, or any other person or entity for whom Owner is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, and licensees (collectively, "Owner Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Owner's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the City Person or City Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Owner's liability for City Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to City Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Owner shall promptly advise the City in writing of any claim or demand against any City Person related to or arising out of Owner's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Owner's sole cost and expense. The City Persons shall have the right, at the City Persons' option and own expense, to participate in such defense without relieving Owner of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

8. Termination. This Agreement and the license granted hereunder may be terminated:
 - (a) By the City:
 - (i) in the event Owner fails to comply with any of the terms of this Agreement within ten (10) business days after receipt of notice by Owner from the City of such failure to comply; or
 - (ii) if Owner discontinues the use of the Property, or abandons the use of the Encroachment Area for the purposes set forth herein; or
 - (iii) for any reason or for no reason whatsoever upon thirty (30) days' written notice by the City to Owner; or
 - (b) For any reason or for no reason whatsoever by Owner upon thirty (30) days' written notice by Owner to the City.

Upon the termination or expiration of this Agreement, Owner shall remove the second-floor balcony, support columns and any other equipment or other property of any kind whatsoever, and shall return the Encroachment Area to the condition it was in when Owner first occupied and/or used the Encroachment Area pursuant to this Agreement. At such time, there shall be no encroachments by Owner into the Encroachment Area (or any other public sidewalk, right-of-way, or street). The obligations of this paragraph shall survive the termination or expiration of this Agreement.

9. Miscellaneous.

(a) Assignment. Owner shall not have authority to assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a "Conveyance") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City. Any Conveyance of any kind or by any method without the City's prior written consent shall be null and void.

(b) Independent Contractor. Owner is an independent contractors, and nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, and Owner has and shall have exclusive control of and the exclusive right to control the details of their respective operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, guests, and invitees.

(c) Notices. Any notice, correspondence, or statement required to be given or delivered hereunder, or otherwise given or delivered in connection with this Agreement, shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

CITY: City of La Porte , Texas, 604 West Fairmont Pkwy., La Porte, TX 77571

OWNERS: 1608 3rd St., Galena Park, TX 77547

The addresses and addressees for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

(d) *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

(e) *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(f) *Headings; "Includes".* Paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

(g) *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(i) *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving party.

(j) *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between the City and Owner with regard to the matters set forth herein and

supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of each of the City, Post and Marcus or it shall have no effect and shall be void.

(k) *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below, and this Agreement shall be effective as of the Effective Date set forth above.

CITY OF LA PORTE, TEXAS

By: _____
Corby Alexander, City Manager

Date: _____

ATTEST:

By: _____
Patrice Fogarty, City Secretary

ELENO DE LA CRUZ-SUAREZ and ANGELICA SUAREZ (OWNERS)

Eleno De La Cruz-Suarez

Date: _____

Angelica Suarez

EXHIBIT A

*[depiction of the Property lying adjacent to/abutting public sidewalk/right-of-way/street;
depiction of Encroachment Area]*

EXHIBIT B

[depiction of Awnings and their location]

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 10, 2018</u>
Requested By: <u>Ian Clowes, City Planner</u>
Department: <u>Planning and Development</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> X </u>

<u>Appropriations</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:	<u>N/A</u>

Exhibits: **Ordinance**
 Deed
 Appraisal Summary
 Area Map

SUMMARY & RECOMMENDATION

The City has received and processed an application from Mr. Walter Johnson to vacate, abandon and close a portion of the Crescent Dr. ROW, adjacent to the applicant’s property located 1923 Crescent Shore Dr., legally described as Lots 1 & 2, Block 2, Tract 13, Crescent Shores. Total area of the requested closure equals 2,776.5 square feet. The applicant is seeking to purchase the ROW in order to add to his current lot square footage and relieve the city of unnecessary ROW. Staff’s review of the application has determined that an existing sewer line runs through the proposed closure. The applicant has agreed to allow the city to retain an easement for the existing sewer line. If approved, the deed will not be finalized and money released from escrow until the easement has been signed by both parties and recorded. Letters of no objection to the proposed ROW closure have been received by all three franchised utility companies (Comcast, AT&T, and Centerpoint).

In accordance with Sections 62-32 of the City’s Code of Ordinances, an appraisal of the subject alley has been obtained by the City in order to establish fair market value. The appraisal report has established a value of just under \$1.00 per square foot for the subject right-of-way. Closing fees in the amount of \$2,700 have been paid by the applicant and placed in escrow pending final consideration and action by Council.

Action Required by Council:

Consider approval of an ordinance or other action vacating, abandoning, and closing a portion of the Crescent Dr. ROW, adjacent to Lots 1 & 2, Block 2, Tract 13, Crescent Shores, and authorize the City Manager to execute a deed to the applicant for the subject ROW.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2018-_____

AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE CRESCENT DRIVE STREET RIGHT-OF-WAY LOCATED IN BLOCK 2 OF CRESCENT SHORES SUBDIVISION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNER; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of La Porte has been requested by the record owner of the property abutting the hereinafter described portion of the Crescent Drive street right-of-way located within Block 2 of Crescent Shores Subdivision, to vacate, abandon and close said portion of the Crescent Drive street right-of-way, and;

WHEREAS, the City Council of the City of La Porte has determined and does hereby find, determine, and declare that the hereinafter described portion of the Crescent Drive street right-of-way located within Block 2 of Crescent Shores Subdivision, is not suitable, needed, or beneficial to the public as a public road, street, or alley, and the closing of hereinafter described portion of the Crescent Drive street right-of-way located within Block 2 of Crescent Shores Subdivision, is for the protection of the public and for the public interest and benefit, and that the hereinafter described portion of the Crescent Drive street right-of-way located within Block 2 of Crescent Shores Subdivision should be vacated, abandoned, and permanently closed.

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

Section 1. Under and by virtue of the power granted to the City of La Porte under its home rule charter, Chapter 62 of the City of La Porte Code of Ordinances and Chapter 253, Texas Local Government Code, the hereinafter described portion of the Crescent Drive street right-of-way located within Block 2 of Crescent Shores Subdivision is hereby permanently vacated, abandoned, and closed by the City of La Porte, such right-of-way being generally illustrated on Exhibit "A" incorporated herein, and further described to wit:

Description of part of Crescent Drive, being a tract of land containing 0.064 acres (2,776.5 square feet), 50 foot in width right of way, adjoining the west line of Lot 1 and Lot 2, in Block 1, in Crescent Shores, a subdivision in Harris County, Texas, according to the recorded plat thereof recorded in Volume 8, Page 58 in the Office of the County Clerk of

Harris County, Texas said 0.064-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of Lot 1, in Block 1, in said Crescent Shores Subdivision, said point being the northeast corner of the north end of said Crescent Drive and said point lying in the north line of Crescent Shores subdivision;

THENCE from said beginning point south 2.5 degrees 50 minutes west, along the easterly right of way line of said Crescent Drive, 50 foot in width right of way, and along the west line of Lots 1 and 2, in Block 1, a distance of 111.06 feet to a point for corner, said point being the southwest corner of Lot 2, in Block 1 and said point lying in the east projection of the north right of way line of Edgewood Avenue, 50 foot in width right of way;

THENCE west, across Crescent Drive and along the east projection of the north right of way line of Edgewood Avenue, 50 foot in width right of way, a distance of 27.78 feet to a point for corner in the centerline of Crescent Drive, 50 foot in width right of way;

THENCE north 25 degrees 50 minutes east, along the centerline of Crescent Drive, 50 foot in width right of way, a distance of 111.06 feet to a point for corner in the north line of Crescent Shores subdivision and the north end of Crescent Drive;

THENCE east, along the north line of Crescent Shores Subdivision and along the north end of Crescent Drive, a distance of 27.78 feet to the point of beginning and containing and containing 0.064 acres (2,776.50) square feet, more or less.

Section 2. That the abandonment, vacation and closure provided for herein is made and accepted subject to all present zoning and deed restrictions if the latter exist, and all easements, whether apparent or non-apparent, aerial, surface or underground.

Section 3. That the abandonment, vacation and closure provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to that interest which the governing body for the City of La Porte may legally and lawfully abandon, vacate and close.

Section 4. That the City Manager is hereby authorized to execute and deliver a Deed Without Warranty to the abutting owner upon completion of all conditions and requirements set forth in this Ordinance.

Section 5. That the abutting property owner shall pay all costs associated with procedures necessitated by the request to abandon this street segment, plus compensation for the market value of the abandoned property in accordance Chapter 62 of the City of La Porte Code of Ordinances.

Section 6. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 8: If any part or portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of the ordinance.

Section 9. This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED THIS 10th DAY OF DECEMBER 2018.

CITY OF LA PORTE, TEXAS

By:

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins, Assistant City Attorney

DEED WITHOUT WARRANTY

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

Date: December ____, 2018

Grantor: CITY OF LA PORTE, TEXAS, a municipal corporation

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

Grantee: WALTER E. JOHNSON

Mailing Address: 1000 Uptown Park Blvd. Houston, TX. 77056

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

Property: (including any improvements):

Being a tract of land containing 0.064 acres (2,776.5 square feet), and being a part of Crescent Drive, 50 foot in width right of way, adjoining the west line of Lot 1 and Lot 2, in Block 1, in Crescent Shores, a subdivision in Harris County, Texas, according to the recorded plat thereof recorded in Volume 8, Page 58 in the Office of the County Clerk of Harris County, Texas. Said 0.064-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of Lot 1, in Block 1, in said Crescent Shores Subdivision, said point being the northeast corner of the north end of said Crescent Drive and said point lying in the north line of Crescent Shores subdivision;

THENCE from said beginning point south 2.5 degrees 50 minutes west, along the easterly right of way line of said Crescent Drive, 50 foot in width right of way, and along the west line of Lots 1 and 2, in Block 1, a distance of 111.06 feet to a point for corner, said point being the southwest corner of Lot 2, in Block 1 and said point lying in the east projection of the north right of way line of Edgewood Avenue, 50 foot in width right of way;

THENCE west, across Crescent Drive and along the east projection of the north right of way line of Edgewood Avenue, 50 foot in width right of way, a distance of 27.78 feet to a point for corner in the centerline of Crescent Drive, 50 foot in width right of way;

THENCE north 25 degrees 50 minutes east, along the centerline of Crescent Drive, 50 foot

in width right of way, a distance of 111.06 feet to a point for corner in the north line of Crescent Shores subdivision and the north end of Crescent Drive;

THENCE east, along the north line of Crescent Shores Subdivision and along the north end of Crescent Drive, a distance of 27.78 feet to the POINT OF BEGINNING and containing 0.064 acres (2,776.50 square feet), more or less, which tract was vacated, abandoned and closed by City of La Porte Ordinance No. 2018-_____ passed and approved by the City Council of the City of La Porte on the **10th** day of **December, 2018**.

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

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

Attest:

City of La Porte, Texas

Patrice Fogarty
City Secretary

By: _____
Corby D. Alexander
City Manager

Approved:

Clark T. Askins
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____ day of December, 2018, by Corby D. Alexander, City Manager of the City of La Porte, Texas, a municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

PREPARED IN THE LAW OFFICE OF:

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

CITY OF LA PORTE
STREET AND ALLEY CLOSING APPLICATION REQUEST

(Article II – Vacating, Abandoning and Closing Streets and Alleys, Sec. 62-31 through 62-35, Code of Ordinances)

Please complete page 1 of the application packet and return to the Planning & Development Department prior to the application process. Upon receipt, staff will review your request to determine if an application will be accepted by the city.

I. APPLICANT'S CONTACT INFORMATION:

NAME: WALTER JOHNSON PHONE #: 713 899 6500 CELL

E-MAIL: WEJ@AMEGYBANK.COM

MAILING ADDRESS: 1000 UPTOWN PARK BLV HOV 77056

II. APPLICANT'S PROPERTY DESCRIPTION (ADJACENT TO PROPOSED STREET and/or ALLEY CLOSING):

ADDRESS: 1923 CRESCENT SHORE DR - I OWN BOTH SIDES OF THE

1914 " " " " STREET TO BE CLOSED
HCAD ID NO. (13-DIGITS): 0610610020001 0610610010003

LEGAL DESCRIPTION (LOT, BLOCK, SUBD.): L 182 BLK 2 TR 13 W 1/2 OF CRESCENT DR

III. DESCRIPTION OF STREET/ALLEY TO BE VACATED, ABANDONED AND CLOSED:

STREET DESCRIPTION: This is 1/2 of a street only 125 FT LONG THAT
DEAD ENDS IN FRONT OF MY PROPERTY AND

ALLEY DESCRIPTION: I OWN BOTH SIDES

IV. APPLICANT'S STATEMENT OF REASON FOR CLOSING REQUEST:

WANT TO MOVE MY FENCE AND MAKE THIS
PART OF MY YARD

I hereby request to file a Street/Alley Closing Application under the terms of Chapter 62, Article II. "Vacating, Abandoning and Closing Streets and Alleys", Section 62-31, et seq., Code of Ordinances of the City of La Porte.

Walter Johnson
Applicant's Signature

April 5 2018
Date of Submission



U7P

March 26th, 2018

Walter Johnson
La Porte Realty Corp.
100- Uptown Park
Suite # 81
Houston, Texas 77092

RE: "No Objection" to the abandonment of a portion of Crescent Drive
(a.k.a. Crescent Shores Drive) La Porte, Texas. (R.O.W. Job # L.P 00118-M)

Dear Mr. Johnson

Southwestern Bell Telephone Company (SWBT) offers "**No Objection**" to the abandonment of the Crescent Drive (a.k.a. Crescent Shores Drive) right-of-way, that extends north of Edgewood Drive for approximately 111', located within Crescent Shores, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 8, Page 58 of the Map Records of Harris County, Texas, as shown on plat dated September 17th, 1927, and as described in your letter dated October 26th, 2017.

If you have any questions or need additional information, I can be reached at the above address, by email at jr0166@att.com or by telephone at 281.379.7524

Sincerely,

Jerry Ray
Manager-Engineering Right-of-Way



March 19, 2018

Mr. Walter Johnson
1000 Uptown Park Blvd #81
Houston, TX 77056

To Whom It May Concern:

Re: Comcast "No Objection" to the closure of the east one half of the alley adjoining Lot One and Two, Block Two of Crescent Shores Subdivision, La Porte, TX

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has no objection to the closure of the east one half of the alley adjoining Lot One and Two, Block Two of Crescent Shores Subdivision, City of La Porte, Texas as Comcast has no facilities within said location. Please reference the attached hereto survey as exhibit "A" as a pictorial depiction of the referenced alleyway to be released.

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

Sincerely,

A handwritten signature in black ink that reads "Chris Grey". The signature is written in a cursive, flowing style.

Chris Grey
Construction Supervisor, Design and Serviceability



November 29, 2017

Walter Johnson
LaPorte Realty
1000 Uptown Park Blvd.
Houston, Texas 77056

Re: Street Closure at Crescent Drive
R/W File # 130133

Dear Mr. Johnson:

The City of LaPorte has been asked to close and abandon a portion of Crescent Drive.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that there are facilities located within a portion of the area to be abandoned. However, easements to accommodate these facilities have been granted by the attached CenterPoint Energy easements, made a part hereof. Therefore, CenterPoint Energy interpose no objection to the closure of that portion of Crescent Drive as shown by the hatched area on the attached Exhibit "A".

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

Sincerely,

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

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

Enclosures

APRIL 16, 2018

EXHIBIT "A"

RIGHT OF WAY ABANDONMENT DESCRIPTION
(PART OF CRESCENT DRIVE)

DESCRIPTION OF PART OF CRESCENT DRIVE, 50 FOOT IN WIDTH RIGHT OF WAY, ADJOINING THE WEST LINE OF LOT 1 AND LOT 2, IN BLOCK 1, IN CRESCENT SHORES, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED IN VOLUME 8, PAGE 58 IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK 1, IN SAID CRESCENT SHORES SUBDIVISION, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTH END OF SAID CRESCENT DRIVE AND SAID POINT LYING IN THE NORTH LINE OF CRESCENT SHORES SUBDIVISION;

THENCE FROM SAID BEGINNING POINT SOUTH 25 DEGREES 50 MINUTES WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID CRESCENT DRIVE, 50 FOOT IN WIDTH RIGHT OF WAY, AND ALONG THE WEST LINE OF LOTS 1 AND 2, IN BLOCK 1, A DISTANCE OF 111.06 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2, IN BLOCK 1 AND SAID POINT LYING IN THE EAST PROJECTION OF THE NORTH RIGHT OF WAY LINE OF EDGEWOOD AVENUE, 50 FOOT IN WIDTH RIGHT OF WAY;

THENCE WEST, ACROSS CRESCENT DRIVE AND ALONG THE EAST PROJECTION OF THE NORTH RIGHT OF WAY LINE OF EDGEWOOD AVENUE, 50 FOOT IN WIDTH RIGHT OF WAY, A DISTANCE OF 27.78 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF CRESCENT DRIVE, 50 FOOT IN WIDTH RIGHT OF WAY;

THENCE NORTH 25 DEGREES 50 MINUTES EAST, ALONG THE CENTERLINE OF CRESCENT DRIVE, 50 FOOT IN WIDTH RIGHT OF WAY, A DISTANCE OF 111.06 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF CRESCENT SHORES SUBDIVISION AND THE NORTH END OF CRESCENT DRIVE;

THENCE EAST, ALONG THE NORTH LINE OF CRESCENT SHORES SUBDIVISION AND ALONG THE NORTH END OF CRESCENT DRIVE, A DISTANCE OF 27.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2,776.50 SQUARE FEET.

JAMES W. GARTRELL, JR., PE, RPLS

CONSULTING ENGINEER - SURVEYOR
TEXAS P.E. #22590 - TEXAS R.P.L.S. #1445

GULF COAST ENGINEERING & SURVEYING

TBPE FIRM #4534 - TBPLS FIRM #10061900
P.O. BOX 382 LA MARQUE, TEXAS 77568

409 / 935-2462 TEXAS CITY 281 / 488-6969 HOUSTON

Texas Residential Appraisal Co.
P.O. Box 31413
Houston, TX 77231
713-303-3299

July 17, 2018

Walter Johnson
1923 Crescent Dr.
La Porte, TX
77571

Property-	Part of Crescent Dr. La Porte, TX 77571
Client -	Walter Johnson
File No. -	9575
Case No. -	

Dear Mr. Johnson:

In accordance with your request, I have prepared an appraisal of the real property located at Pan of Crescent Dr., La Porte, TX.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of July 5, 2018 is:

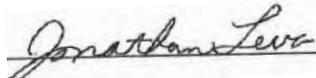
\$2,700

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Texas Residential Appraisal Co.



Jonathon Leva
TX Certification#1321862

APRIL 16, 2018

EXHIBIT "A"

RIGHT OF WAY ABANDONMENT DESCRIPTION
(PART OF CRESCENT DRIVE)

DESCRIPTION OF PART OF CRESCENT DRIVE, 50 FOOT IN WIDTH RIGHT OF WAY, ADJOINING THE WEST LINE OF LOT 1 AND LOT 2, IN BLOCK 1, IN CRESCENT SHORES, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED IN VOLUME 8, PAGE 58 IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK 1, IN SAID CRESCENT SHORES SUBDIVISION, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTH END OF SAID CRESCENT DRIVE AND SAID POINT LYING IN THE NORTH LINE OF CRESCENT SHORES SUBDIVISION;

THENCE FROM SAID BEGINNING POINT SOUTH 25 DEGREES 50 MINUTES WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID CRESCENT DRIVE, 50 FOOT IN WIDTH RIGHT OF WAY, AND ALONG THE WEST LINE OF LOTS 1 AND 2, IN BLOCK 1, A DISTANCE OF 111.06 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2, IN BLOCK 1 AND SAID POINT LYING IN THE EAST PROJECTION OF THE NORTH RIGHT OF WAY LINE OF EDGEWOOD AVENUE, 50 FOOT IN WIDTH RIGHT OF WAY;

THENCE WEST, ACROSS CRESCENT DRIVE AND ALONG THE EAST PROJECTION OF THE NORTH RIGHT OF WAY LINE OF EDGEWOOD AVENUE, 50 FOOT IN WIDTH RIGHT OF WAY, A DISTANCE OF 27.78 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF CRESCENT DRIVE, 50 FOOT IN WIDTH RIGHT OF WAY;

THENCE NORTH 25 DEGREES 50 MINUTES EAST, ALONG THE CENTERLINE OF CRESCENT DRIVE, 50 FOOT IN WIDTH RIGHT OF WAY, A DISTANCE OF 111.06 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF CRESCENT SHORES SUBDIVISION AND THE NORTH END OF CRESCENT DRIVE;

THENCE EAST, ALONG THE NORTH LINE OF CRESCENT SHORES SUBDIVISION AND ALONG THE NORTH END OF CRESCENT DRIVE, A DISTANCE OF 27.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2,776.50 SQUARE FEET.

JAMES W. GARTRELL, JR., PE, RPLS

CONSULTING ENGINEER - SURVEYOR
TEXAS P. E. #22590 - TEXAS R.P.L.S. #1445

GULF COAST ENGINEERING & SURVEYING

TBPE FIRM #4534 - TBPLS FIRM #10061900
P.O. BOX 382 LA MARQUE, TEXAS 77558
409/335-262 TEXAS CITY 281/488-8989 HOUSTON

TO BE
ABANDONED BY
FOR LAPORTE
REALTY

**PREVIOUS
ABANDONMENT**

LOT 1
BLK 2

OWNED BY
LAPORTE REALTY
30 YEARS

WEST
11 87

4" PVC
C/O

27.776

12'

17.97

25'

25'

1,809.52 SF

S 25.50W
111.06

S 71.21-55W
10.32

N 31.21-55E
9.22

10'

10'

0.99

SEWER LINE

CRESCENT DR

CRESCENT DR

SAN
M/H

**PREVIOUS
ABANDONMENT**

JAMES W. GARTRELL, JR., PE, RPLS
CONSULTING ENGINEER - SURVEYOR
TEXAS P.E. #22590 - TEXAS R.P.L.S. #1445

GULF COAST ENGINEERING & SURVEYING
TBPE FIRM #4534 - TBPLS FIRM #10061900
P.O. BOX 382 LA MARQUE, TEXAS 77568
409 / 935-2462 TEXAS CITY 281 / 488-6969 HOUSTON



ROW CLOSURE

SAC
18-25000001

Crescent Dr.
Walter Johnson

Legend



This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 86 feet

DECEMBER 2018
PLANNING DEPARTMENT



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 10, 2018</u>
Requested By: <u>Don Pennell, Public Works Director</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Budget</u>
Source of Funds: <u>001 (General Fund)</u>
Account Number <u>001-7072-532-1010</u>
Amount Budgeted: <u>\$872,147</u>
Amount Requested: <u>\$90,000</u>
Budgeted Item: <u>YES</u> NO

- Exhibit: Termination letters
- Exhibit: Vendor Notification and Access Report
- Exhibit: Bid Tabulation
- Exhibit: Proposals

SUMMARY & RECOMMENDATION

Public Works routinely utilizes 2 – 4 temporary help employees in the Solid Waste Division. The regular use of temporary workers filling two full-time positions, employees on leave, and temporary vacancies has caused the City to exceed \$50,000 per year in expenditures for a single item. Total expenditures for temporary workers in fiscal year 2018 is \$84,896.

Bid #18007 Temporary Labor Services- Solid Waste Worker was awarded by City Council on March 12, 2018 to Employment & Training Centers Inc. and D & F Industrial Service. Neither firm could provide temporary labor on a routine basis. Staff had to contact the previous non-contracted vendor, Labor Finders for temporary workers. On August 16, 2018, contract termination letters were sent to Employment & Training Centers Inc. and D & F Industrial Services.

Sealed Bid #19001 for Temporary Labor was opened and publicly read in Council Chambers on Thursday, October 4, 2018 at 2:00 p.m. One hundred fifty-two (152) vendors were notified of the bid, with forty-eight (48) vendors accessing the solicitation; thirty-seven (37) downloaded the documents. Four (4) bids were received; Spur Inc. withdrew their bid. Labor Finders was determined to be the low bidder at \$15.68 per hour for one temporary Solid Waste Worker. Diskriter Inc. is second low bid at \$17.84 per hour and A-1Personnel bid an hourly rate of \$18.00 per hour.

Based on the City's long relationship with Labor Finders, staff is recommending to award the bid to Labor Finders at \$15.68 per hour as primary labor provider and to Diskriter Inc. at \$17.84 per hour and A-1Personnel bid at \$18.00 per hour as back up labor providers.

The Solid Waste Division has utilized temporary staffing from outside agencies to fill in vacant Solid Waste Worker positions for short term leave due to vacation, sick, bereavement, and end of employment for over 25 years. The Solid Waste Worker position has a high turnover rate and the temporary staffing is used regularly from budgeted account 001-7072-532-1010 regular salary transferred into 001-7072-532-5005.

The permanent, City hired, full time Solid Waste Worker for this position work schedule is 4 – Ten hour days and is paid 40 hours per week. The average amount of actual time worked per week is 28 – 32 hours per week. The entry level wages (\$13.25 per hour) and benefits for this position are as follows:

Annual Salary	\$27,560.00
Benefits	
FICA	2,108.65
TMRS	4,448.83
Medical Insurance	10,422.00
Life Insurance	28.80
Workers Comp.	387.00

Total Salary and Benefits: \$44,959.28 (\$21.61 per hour)

Beginning in September 2011 one of the 8 full-time Solid Waste Worker positions was left unfilled after an employee left City employment and a temporary worker was utilized on a daily basis to fill the position. Beginning in April 2012 a second full-time Solid Waste Worker position was left unfilled after an employee left City employment and a temporary worker was utilized on a daily basis to fill the position.

The annual cost to fill a Solid Waste Worker position with a temporary worker based on an average 30 hours per week actual pay at \$15.68 per hour is an annual cost of \$24,461 per year. A savings of \$20,498 per year per full time position filled with temporary workers.

Benefits:

Utilizing temporary work staff allows the Solid Waste Division to fill in for employees out on leave and temporary vacancies. Operating cost savings filling regular full-time positions.

Liabilities:

There is the possibility that temporary workers would not be available to fill positions on a regular and/or short term notice. This requires City Employed Operators to fill in the Solid Waste Worker positions until labor can be recruited as has happened in the past.

Operating Costs:

There is an additional cost of \$15.68 per hour when a regular full-time Solid Waste Worker is out on leave. There is a cost savings to the City of approximately \$40,996 per year filling two full-time positions with temporary workers.

Action Required by Council:

Consider approval or other action to award Bid No. 19001 Temporary Labor to Labor Finders in the amount of \$15.68 per hour, to Diskriter Inc. in the amount of \$17.84 per hour, and to A-1 Personnel at \$18.00 per hour.

Approved for City Council Agenda

Corby D. Alexander

Date



City of La Porte

Established 1892

City Manager's Office

The City of La Porte embraces our heritage, community values and opportunities, while enhancing the quality of life for our citizens.

August 16, 2018

Employment and Training Center, Inc.
3355 W. Alabama, #350
Houston, Texas 77098

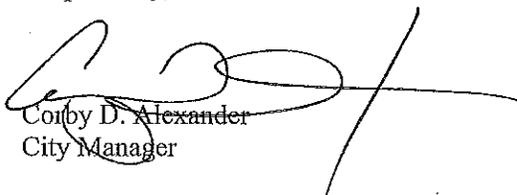
Ms. Irma Diaz Gonzalez:

The City of La Porte is exercising its right to terminate the entire Agreement to Sealed Bid #18007 - Temporary Labor Re-bid in accordance with Article 3.4.1, Termination, of the Contract documents dated March 12, 2018 as approved by Council. Article 3.4.1. The article allows termination of the Agreement, in whole or in part, at any time by written notice to the vendor. This correspondence shall serve as written notice to Employment & Training Centers, Inc.

The effective date of termination will be the date that this notice is received by the Contractor or the date stated in the notice, whichever is later.

After receipt of a termination notice and except as otherwise directed by the City, Employment and Training Centers, Inc. shall stop all work on the date and to extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work process, completed work, and other materials related to the terminated work as directed by the City, and continue and complete all parts of that work that have not been terminated.

Respectfully,


Colby D. Alexander
City Manager



City of La Porte

Established 1892

City Manager's Office

The City of La Porte embraces our heritage, community values and opportunities, while enhancing the quality of life for our citizens.

August 16, 2018

D&F Industrial Service, LLC
601 Cien Road, #225
Kemah, Texas 77565

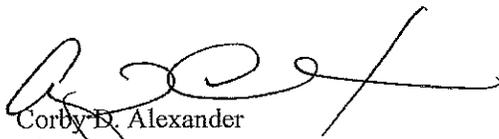
Messrs. Donald Hathorn and Fredrick Wooley:

The City of La Porte is exercising its right to terminate the entire Agreement to Sealed Bid #18007 - Temporary Labor Re-bid in accordance with Article 3.4.1, Termination, of the Contract documents dated March 12, 2018 as approved by Council. Article 3.4.1. The article allows termination of the Agreement, in whole or in part, at any time by written notice to the vendor. This correspondence shall serve as written notice to D&F Industrial Service, LLC.

The effective date of termination will be the date that this notice is received by the Contractor or the date stated in the notice, whichever is later.

After receipt of a termination notice and except as otherwise directed by the City, D&F Industrial Service LLC shall stop all work on the date and to extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work process, completed work, and other materials related to the terminated work as directed by the City, and continue and complete all parts of that work that have not been terminated.

Respectfully,


Corby D. Alexander
City Manager

Cc: Bay View Funding

Notification and Access Report to Sealed Bid #19001 - Temporary Labor Notification

Vendor Name	Reason
22nd Century Technologies, Inc	Bid Answer
347 Group	Bid Notification
360 IT Professionals, Inc.	Bid Notification
4 BEST BUSINESS CORP	Bid Notification
4Consulting, Inc.	Bid Notification
Aaron Sams	Bid Notification
Abacus Corporation	Bid Notification
Absolute Consulting	Bid Notification
A-Check America, Inc.	Bid Notification
ACH of America	Bid Notification
Advance'd Temporaries, Inc.	Bid Notification
Advance Services, Inc	Bid Notification
All-N-One Services, LLC	Bid Notification
All's Well, Inc.	Bid Notification
A.L. Staffing	Bid Notification
Ameba Informatics	Bid Notification
Appridat Solutions LLC	Bid Notification
Aptude Inc.	Bid Notification
Astyra Corporation	Bid Notification
ATR International, Inc.	Bid Notification
At Work Staffing, Inc.	Bid Notification
Bara Infoware Inc	Bid Notification
Barbelo Group	Bid Notification
bay-infotech	Bid Notification
Beacon Hill Staffing Group	Bid Notification
BISOFT CONSULTANCY SER'	Bid Notification
California Creative Solutions, In	Bid Notification
Career Connection, Inc.	Bid Notification
CareersUSA, Inc.	Bid Notification
Certitech Staffing Solutions,LLC	Bid Notification
Chandra Technologies, Inc	Bid Notification
Chane Solutions	Bid Notification
City National Security Services,	Bid Notification
CoAlesco Workforce Solutions	Bid Notification
Coastal Staffing Services, LLC.	Bid Notification
COGENT Infotech Corporation	Bid Notification
Coherent Staffing Solutions	Bid Notification
Complete Staffing LLC	Bid Notification
Complete Staffing Services, INC	Bid Notification
Crimson Vision Enterprises	Bid Notification
Cross Country Staffing, Inc.	Bid Notification
Cynet Systems Inc.	Bid Notification
DatamanUSA, llc	Bid Notification
Dependable Business Solutions	Bid Notification
D.G.&G, Inc.	Bid Notification
DISKRITER, INC.	Bid Notification
Diversity Search Group	Bid Notification
DM, InC	Bid Notification
Employment Stage, LLC	Bid Notification

Employment & Training Centers	Bid Notification
Express Services Inc.	Bid Notification
FW Services, Inc.	Bid Notification
G. Boren Services, Inc	Bid Notification
Global Empire, LLC	Bid Notification
Global Medical Staffing	Bid Notification
Goodwill Central Texas	Bid Notification
GovHR USA	Bid Notification
Hawkins Associates, Inc.	Bid Notification
IIT Inc.	Bid Notification
InGenesis, Inc.	Bid Notification
InStaff	Bid Notification
INSTANTeam USA	Bid Notification
InSync Consulting Services	Bid Notification
Integrative Staffing Group LLC	Bid Notification
Intratek Computer, Inc.	Bid Notification
IOS Acquisitions LLC DBA	Bid Notification
Jenswold Partners, LLC	Bid Notification
JLK Global Enterprises, Inc	Bid Notification
JMAC GROUP LLC	Bid Notification
Jobs at Able, LLC	Bid Notification
Judge Technical Services, Inc.	Bid Notification
Kelly Services	Bid Notification
KT Black Services, LLC	Bid Notification
Labor Finders	Bid Notification
Labor On Demand Inc.	Bid Notification
LaneStaffing Inc	Bid Notification
LC Personnel	Bid Notification
LC Personnel Inc	Bid Notification
LeadingEdge Personnel	Bid Notification
Link Staffing Services	Bid Notification
LK Jordan, San Antonio, LTD.	Bid Notification
MAMBO QUALITY SERVICES,	Bid Notification
Managed Resources Inc	Bid Notification
Management Registry, Inc	Bid Notification
MDT Personnel, LLC	Bid Notification
MNK Infotech, Inc.	Bid Notification
Monroe & Weisbrod, LLC	Bid Notification
MSys Inc	Bid Notification
Neos Consulting LLC	Bid Notification
Net2Source Inc.	Bid Notification
Net2Source, Inc	Bid Notification
Nethost, Inc.	Bid Notification
OC SERVICES	Bid Notification
On Assignment Staffing Service	Bid Notification
One Source Staffing Corporatio	Bid Notification
Partners Two, Inc.,	Bid Notification
Pedigo Staffing Services	Bid Notification
Penn Morris	Bid Notification
PeopleNTech LLC	Bid Notification
Power Labor, LLC	Bid Notification
Principal Service Solutions	Bid Notification

ProEnergy Services LLC	Bid Notification
Progressive Staffing Services	Bid Notification
Quality Placement Authority	Bid Notification
Quattur Group, LLC	Bid Notification
RADgov, Inc.	Bid Notification
Randstad Technologies, LP	Bid Notification
Rose International, Inc.	Bid Notification
Roth Staffing Companies, L.P.	Bid Notification
Royal Media Network Inc.	Bid Notification
RUSHMORE CORPORATION	Bid Notification
SA Technologies Inc	Bid Notification
SearchPros Staffing	Bid Notification
Search Pros Staffnig	Bid Notification
SE SCHER Corp	Bid Notification
Shade & Putnam Technology S	Bid Notification
SHC Services, Inc.	Bid Notification
Sigma Systems, Inc.	Bid Notification
Sign Gypsies Fort Worth	Bid Notification
smartschoolsplus, inc.	Bid Notification
Source One Staffing	Bid Notification
Tampa Service Company, Inc.	Bid Notification
The Burnett Companies Consol	Bid Notification
The Burrell Group	Bid Notification
The Delta Companies	Bid Notification
The Empyrean Group	Bid Notification
The Lofton Corporation	Bid Notification
Three 8 Consulting	Bid Notification
TIMADAM LLC	Bid Notification
Tri Starr Personnel LLC.	Bid Notification
TS Staffing Services	Bid Notification
Ubertal, Inc.	Bid Notification
Ubertal Technology Inc.	Bid Notification
US IT Solutions, Inc.	Bid Notification
US Tech Solutions inc	Bid Notification
Valued Personnel	Bid Notification
Vitaver & Associates, Inc.	Bid Notification
VL STAR FORCE LLC	Bid Notification
V-Soft Consulting Group, Inc.	Bid Notification
Whetstone Security Group, Inc.	Bid Notification
Whitaker Medical, LLC	Bid Notification
You Got It Staffing	Bid Notification

Access Report

Vendor Name

Documents

22nd Century Technologies, Inc #19001 - Temporary Labor Bid.pdf
A-1 personnel of Houston, Inc. #19001 - Temporary Labor Bid.pdf
Acme Inc
Advanced Starlight Internationa #19001 - Temporary Labor Bid.pdf
All-N-One Services, LLC #19001 - Temporary Labor Bid.pdf
Amer Technology Inc. #19001 - Temporary Labor Bid.pdf
Appleone Employment Services #19001 - Temporary Labor Bid.pdf

BidClerk
California Creative Solutions, In #19001 - Temporary Labor Bid.pdf
CareersUSA, Inc. #19001 - Temporary Labor Bid.pdf
CMS
COGENT Infotech Corporation #19001 - Temporary Labor Bid.pdf
ConstructConnect
DatamanUSA, llc #19001 - Temporary Labor Bid.pdf
DISKRITER, INC. #19001 - Temporary Labor Bid.pdf
Dodge Data & Analytics
ExecuTeam Staffing #19001 - Temporary Labor Bid.pdf
FW Services, Inc. #19001 - Temporary Labor Bid.pdf
Grand Cayon Minority Contractors Association and iSqFt Planroom Partnership
IMS #19001 - Temporary Labor Bid.pdf
KT Black Services, LLC #19001 - Temporary Labor Bid.pdf
L&L Supplies #19001 - Temporary Labor Bid.pdf
LaneStaffing Inc #19001 - Temporary Labor Bid.pdf
LC PERSONNEL DBA LABOR #19001 - Temporary Labor Bid.pdf
Midtown Group #19001 - Temporary Labor Bid.pdf
North America Procurement Council
Onvia #19001 - Temporary Labor Bid.pdf
Pedigo Staffing Services
PeopleNTech LLC #19001 - Temporary Labor Bid.pdf
Perkens WS Corporation #19001 - Temporary Labor Bid.pdf
Premier Staffing Source, Inc. #19001 - Temporary Labor Bid.pdf
ProEnergy Services LLC #19001 - Temporary Labor Bid.pdf
Redwood Industries #19001 - Temporary Labor Bid.pdf
Rose International, Inc. #19001 - Temporary Labor Bid.pdf
School Wholesale Supplies LLC #19001 - Temporary Labor Bid.pdf
SE Scher Corp DBA Acrobat O #19001 - Temporary Labor Bid.pdf
Search and Staff #19001 - Temporary Labor Bid.pdf
Sigma Systems, Inc. #19001 - Temporary Labor Bid.pdf
SmartProcure #19001 - Temporary Labor Bid.pdf
SnapTemps Staffing LLC #19001 - Temporary Labor Bid.pdf
SO
Software Information Resource Corp
Stevenson Workshop and Sem #19001 - Temporary Labor Bid.pdf
The Blue Book Building & Construction Network
The Emyprean Group #19001 - Temporary Labor Bid.pdf
The Spearhead Group #19001 - Temporary Labor Bid.pdf
Tukmol General Contractor
vTech Solution Inc. #19001 - Temporary Labor Bid.pdf
Wayne Enterprises

Bid Tabulation to Sealed Bid #19001 - Temporary Labor - Solid Waste Worker

		L.C. Personnel, dba Labor Finders			A-1 Personnel			Spur Employment, Inc.			Diskriter, Inc.		
Item	Description	Hourly Rate			Hourly Rate			Hourly Rate			Hourly Rate		
		Paid to Employee	Mark Up (%)	Hourly Rate Billed to City	Paid to Employee	Mark Up (%)	Hourly Rate Billed to City	Paid to Employee	Mark Up (%)	Hourly Rate Billed to City	Paid to Employee	Mark Up (%)	Hourly Rate Billed to City
1	Rate Per Temp Worker	\$9.50	65	\$15.68	\$12.00	50	\$18.00	\$12.00	25.00	\$15.00	\$12.59	42	\$17.84
		Pasadena, Texas			Houston, Texas			Huntsville, Alabama			Pittsburgh, Pennsylvania		

Previous Contract Rates:	Pay Rate to		Billing Rate to
	Emp	% M-U	City
D&F Industrial	\$12.00	33	\$15.96
E&TC	\$12.00	39	\$15.29

Bid Tabulation to Sealed Bid #19001 - Temporary Labor - Solid Waste Worker

		L.C. Personnel, dba Labor Finders			A-1 Personnel			Spur Employment, Inc.			Diskriter, Inc.		
Item	Description	Hourly			Hourly			Hourly			Hourly		
		Rate Paid to Employee	Mark Up (%)	Hourly Rate Billed to City	Rate Paid to Employee	Mark Up (%)	Hourly Rate Billed to City	Rate Paid to Employee	Mark Up (%)	Hourly Rate Billed to City	Rate Paid to Employee	Mark Up (%)	Hourly Rate Billed to City
1	Rate Per Temp	\$9.50	65	\$15.68	\$12.00	50	\$18.00	\$12.00	25.00	\$15.00	\$12.59	42	\$17.84
		Pasadena, Texas			Houston, Texas			Huntsville, Alabama			Pittsburgh, Pennsylvania		

Bid Results are informational only and do not indicate any type of award. Other factors may apply



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit A Pricing to Sealed Bid #19001 – Temporary Labor

Item Description	Hourly Wage Paid to Employee	Pricing Proposal	Total Hourly Wage Billed to City
		Mark Up Rate (%)	
Solid Waste Worker	\$ 9.50	65 %	\$ 15.68

The City of La Porte's Solid Waste Department may request as few as 1 temporary worker per day, or as many as 6 temporary workers per day.

NOTE: Please itemize any other additional fees or charges. Any charges not included in this proposal will not be allowed. Attach additional sheet if necessary. The City of La Porte is exempt from taxes. DO NOT INCLUDE TAX IN BID

The undersigned certifies:

1. to comply with all instructions to bidders, attached specifications and other documents contained in this solicitation;
2. that they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing;
3. that they are a duly qualified, capable and bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy.
4. affirms that they will not discriminate against any employee or applicant as prohibited by law. Failure to comply may lead to termination of contract.

METHOD OF PAYMENT:

City of La Porte payment terms is Net 30 (vendor paid within 30 days of satisfactory receipt of goods and an approved invoice)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)? _____ If "yes", discount offered _____ %

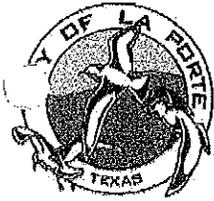
Company Name: Labor Finders

Authorized Signer: Vince Leggett
(Printed Name)

Telephone No: 713-534-8717

Authorized Signer: [Signature]
(Signature)

E-mail: _____



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit A Pricing to Sealed Bid #19001 – Temporary Labor

Item Description	Hourly Wage Paid to Employee	Pricing Proposal Mark Up Rate (%)	Total Hourly Wage Billed to City
Solid Waste Worker	\$ 12.59	41.72 %	\$ 17.84

The City of La Porte's Solid Waste Department may request as few as 1 temporary worker per day, or as many as 6 temporary workers per day.

NOTE: Please itemize any other additional fees or charges. Any charges not included in this proposal will not be allowed. Attach additional sheet if necessary. The City of La Porte is exempt from taxes. DO NOT INCLUDE TAX IN BID

The undersigned certifies:

1. to comply with all instructions to bidders, attached specifications and other documents contained in this solicitation;
2. that they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing;
3. that they are a duly qualified, capable and bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy.
4. affirms that they will not discriminate against any employee or applicant as prohibited by law. Failure to comply may lead to termination of contract.

METHOD OF PAYMENT:

City of La Porte payment terms is Net 30 (vendor paid within 30 days of satisfactory receipt of goods and an approved invoice)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)? _____ If "yes", discount offered _____ %

Company Name: Diskriter, Inc.

Authorized Signer: Laveena Yadav
(Printed Name)

Telephone No: 800-242-1622 X 717

Authorized Signer: 
(Signature)

E-mail: Laveena.Yadav@diskriter.com



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit A Pricing to Sealed Bid #19001 – Temporary Labor

Item Description	Hourly Wage Paid to Employee	Pricing Proposal	
		Mark Up Rate (%)	Total Hourly Wage Billed to City
Solid Waste Worker	\$12.00	50%	\$18.00

The City of La Porte's Solid Waste Department may request as few as 1 temporary worker per day, or as many as 6 temporary workers per day.

NOTE: Please itemize any other additional fees or charges. Any charges not included in this proposal will not be allowed. Attach additional sheet if necessary. The City of La Porte is exempt from taxes. DO NOT INCLUDE TAX IN BID

The undersigned certifies:

1. to comply with all instructions to bidders, attached specifications and other documents contained in this solicitation;
2. that they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing;
3. that they are a duly qualified, capable and bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy.
4. affirms that they will not discriminate against any employee or applicant as prohibited by law. Failure to comply may lead to termination of contract.

METHOD OF PAYMENT:

City of La Porte payment terms is Net 30 (vendor paid within 30 days of satisfactory receipt of goods and an approved invoice)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)? No If "yes", discount offered N/A %

Company Name: A-1 Personnel of Houston Authorized Signer: Vijay Khemka
(Printed Name)

Telephone No: 713-773-2900 Authorized Signer: [Signature]
(Signature)

E-mail: uma@a1personnelinc.com

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 10, 2018</u>
Requested By: <u>Don Pennell, Public Works Director</u>
Department: <u>Public Works</u>
Report: <u>X</u> Resolution: _____ Ordinance: _____

Source of Funds: <u>Motor Pool</u>
Account Number: <u>Various 009</u>
Amount Budgeted: \$ <u>79,160</u>
Amount Requested: \$ <u>79,436</u>
Budgeted Item: <u>YES</u>

- Exhibits: Summary of Vehicle Replacement
Exhibits: BuyBoard Price Sheet
Exhibits: Bid Access Report
Exhibits: Bid Tabulation

SUMMARY & RECOMMENDATION

Competitive quotes were received through the Texas BuyBoard Purchasing Program for four (4) – Half (½) Ton Pickup Trucks eligible for replacement in the FY 2018-19 Vehicle Replacement Program. The equipment is utilized in Public Works and Inspection. The quoted price including fees is \$21,075 per vehicle or \$84,300 for four (4) pickup trucks. Conventional cab pickups were not purchased last fiscal year and staff decided to bid the pickups for a possible better price.

Sealed Bid #19004 for Trucks was advertised 10/25/18 and 11/1/18 in the Bay Area Observer and posted on Public Purchase and the City’s website. Sixteen (16), vendors accessed the bid. Bids were opened and read on November 13, 2018, two (2) bids were received. Bid tabulation and access report is attached. Low bid with minor specification discrepancies is Grapevine DCJ, LLC at \$19,859 per vehicle, and \$79,436 for four (4) pickup trucks.

Staff recommends purchase of the four (4) – half (1/2) ton pickup trucks from Grapevine DCJ, LLC in the amount of \$79,436

Miscellaneous:

- Additional funding of \$276 is available in the Vehicle Replacement Fund from purchases approved at the October 8 and 22, 2018 meeting coming in under budget.
- The vehicles to be purchased with this agenda request will replace existing vehicles that are now at the end of their service lives with funding from the Vehicle Replacement Fund.
- The Division will pay lease fees over the life of the units to establish a “Budgeted” amount for future replacements.

Action Required by Council:

Consider approval or other action to award purchase of four (4) ½ ton pickup trucks to Grapevine DCJ, LLC (\$79,436.00).

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

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	23639
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
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-3265-60	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

QUOTE# 002-PW-4X

CONTRACT PRICING WORKSHEET

End User: CITY OF LA PORTE	Contractor: CALDWELL COUNTRY
Contact Name: DON PENNELL	CALDWELL COUNTRY
Email: PENNELLD@LAPORTETX.GOV	Prepared By: Averyt Knapp
Phone #: 281-471-9650	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: LA PORTE, TX	Fax #: 979-567-0853
Date Prepared: OCTOBER 3, 2018	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2019 CHEVROLET 1500 SILVERADO 4X2 REGULAR CAB LWB CC10903	

A Base Price:	\$20,975
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 4.3L-V6, 6-SPD AUTOMATIC, 40-20-40 VINYL BENCH, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, POWER DOOR LOCKS, 8' BED, REAR STEP BUMPER, REAR VISION CAMERA	INCL			
	<u>GM WARRANTY</u> <u>5YR/100,000 MILES</u> <u>POWERTRAIN @ N/C</u>	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL
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C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C		
D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D FOB LA PORTE		INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)		
Quantity Ordered		\$20,975
X		4
Subtotal E		\$83,900
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE		\$400
G. Color of Vehicle: BLACK		
		INCL
H. Total Purchase Price (E+F) (**QUOTE EXPIRES DECEMBER 1**)		
		\$84,300
Estimated Delivery Date:		Q1-2019

Access Report
Agency
Bid Number
Bid Title

City of La Porte (TX)
19004
Trucks

Vendor Name	Accessed First Time	Documents
A-1 Alternative Fuel Systems	2018-10-29 10:58 AM CDT	Sealed Bid #19004 Trucks.pdf
School Wholesale Supplies LLC	2018-10-25 11:39 PM CDT	Sealed Bid #19004 Trucks.pdf
Dodge Data & Analytics	2018-10-25 07:30 PM CDT	Sealed Bid #19004 Trucks.pdf
SmartProcure	2018-10-26 05:50 AM CDT	Sealed Bid #19004 Trucks.pdf
Advanced Starlight International	2018-10-29 11:21 AM CDT	Sealed Bid #19004 Trucks.pdf
BABY JACK II AUTOMOTIVE	2018-10-25 02:37 PM CDT	Sealed Bid #19004 Trucks.pdf
Utility Truck Equipment Company	2018-10-26 07:40 AM CDT	Sealed Bid #19004 Trucks.pdf
North America Procurement Council	2018-10-25 11:04 PM CDT	Sealed Bid #19004 Trucks.pdf
Onvia	2018-10-25 01:01 PM CDT	Sealed Bid #19004 Trucks.pdf
Perkens WS Corporation	2018-10-29 03:16 AM CDT	Sealed Bid #19004 Trucks.pdf
CHASTANG ENTERPRISES	2018-10-25 01:16 PM CDT	Sealed Bid #19004 Trucks.pdf
Reliable Chevrolet	2018-10-25 01:11 PM CDT	Sealed Bid #19004 Trucks.pdf
GRAPEVINE DODGE CHRYSLER JEEP	2018-10-25 01:02 PM CDT	Sealed Bid #19004 Trucks.pdf
Acme Auto Leasing, LLC	2018-10-29 01:58 PM CDT	Sealed Bid #19004 Trucks.pdf
Mac Haik Ford Pasadena	2018-10-26 09:35 AM CDT	Sealed Bid #19004 Trucks.pdf
L&L Supplies	2018-10-30 09:35 AM CDT	Sealed Bid #19004 Trucks.pdf

Bid Tabulation to Sealed Bid #19004 Trucks

Item No.	Description	UoM	QTY	<i>Caldwell Country Chevrolet</i>		<i>Grapevine DCJ, LLC</i>	
				Unit Price	Extended Price	Unit Price	Extended Price
1	1/2 Ton Pickup per Specifications Make/Model	EA	4	\$ 20,775.00	\$ 83,100.00	\$ 19,859.00	\$ 79,436.00
				Chevrolet 1500 Silverado 4X2 Regular cab CC10903		2019 Ram DS1L62	

Item No.	Specifications	YES	NO	Comments	YES	NO	Comments
1	Dimensions/Capacity						
	a. GVWR: 6000lbs, min	X			X		
	b. Wheelbase: 141", min	X				X	140"
2	Power Train/ Cooling						
	a. Engine: Gasoline, V6 3.5 liter or equal rated @ 200 HP, min with EFI and oil cooler	X		4.3L V6	X		3.6 L V6
	b. Transmission: 6-speed automatic, heaviest available	X			X		8spd. Auto
	c. Radiator: Heaviest duty available from manufacturer for model bid; antifreeze to -20F, min	X			X		
3	Body/Chassis						
	a. Alternator: 105 amp, min	X			X		160A
	b. Battery: heavy duty, maintenance free, 750 CCA	X				X	730CCA
	c. Power Steering	X			X		
	d. All glass tinted, heat absorbing safety glass	X			X		
	e. Seats: front bench, heavy duty seamless vinyl	X			X		40/20/40 Split Bed
	f. floor: one piece heavy duty black rubber, secured instead of carpet	X			X		
	g. Mirrors: external swing-away below eye level, two	X			X		
	h. Bumpers: Front: painted, Rear: Painted, heavy duty step; warranty in comments	X			X		3yr/36000 miles; 5/100,000 limiter powertrain
4	Suspension/Frame						
	a. Axles: Front Rating	X					
	---Front: 3300 lb., min	X			X		3700
	---B25Rear: 3800 lb., min	X			X		3900
	b. Springs:	X					
	---Front: Coil Springs	X			X		
	---Rear: Leaf	X				X	coil
	c. Brakes	X					
	---Front: power, disc type	X			X		
	---Rear: disc type	X			X		
	d. Tires: recommended manufacturer, size in comments	X		P255/70R17	X		P265/70R 17 All Season
5	Accessories/Additional Items						
	a. Heater and defroster	X			X		
	b. Gauges: full instrumentation to include fuel, oil pressure, coolant temperature, volt/amp meter	X			X		
	c. Radio: AM/FM	X			X		
	d. Windsheils Wipers: multiple speed w/ intermittent feature	X			X		
	e. Power outlet: 12v	X			X		
	f. Air Conditioning	X			X		
6	Color: White Imron or white base clear coat	X			X		
7	Warranty: state warranty and duration	X		3Yr/36,000			3 yr 130,000 miles 5yr/100,000 limited powertrain
8	Delivery	X		120			75-110 days

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 10, 2018</u>
Requested By: <u>Ian Clowes, City Planner</u>
Department: <u>Planning and Development</u>
Report: <u> X </u> Resolution: <u> </u> Ordinance: <u> X </u>

<u>Appropriations</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:	<u>N/A</u>

- Exhibits:**
- Ordinance**
 - Proposed SCUP**
 - P&Z Recommendation Letter**
 - Applicant Information and Request**
 - Aerial Map**
 - Zoning Map**
 - Land Use Map**

SUMMARY & RECOMMENDATION

Applicant and owner, Nilvarni LP, is seeking approval of a SCUP to allow for a Hotel/Motel Use to locate in the General Commercial (GC) Zoning District. The property in question is a 2.28 acre tract of land located at 711 W. Fairmont Pkwy. and is legally described as Lots 1 – 16 and 19 – 32, Block 1103 and East 30 of 7th St. ROW and Adjacent 16 foot Alley La Porte Subdivision.

The property is currently partially occupied by an overflow parking lot for the adjacent US Post Office and is zoned General Commercial (GC). The applicant is interested in removing the existing paving and redeveloping the site. Current plans call for a Holiday Inn Express and Suites hotel to occupy the entire 2.28 acres.

The applicant requested the identical SCUP request a number of weeks back. The Planning and Zoning Commission, at their August 16, 2018 meeting, recommended denial on a 5-1 vote. The City Council, on September 24, voted 7-2 in favor of denying the request.

Staff did not receive any comment sheets in favor or opposition to the proposed SCUP. The applicant did provide 107 comment sheets from various businesses and entities throughout the city that were all in favor of the proposed project.

The Planning and Zoning Commission, at their November 15, 2018 regular meeting, voted 6-0 to recommend denial of the proposed SCUP, as presented. Commissioner Kendrick abstained. Vice Chairperson Warren and Chairperson Lawler were absent. If the City Council decides to approve the request, staff has suggested a number of conditions of approval. Below is a list of all included conditions:

1. A site development plan shall be submitted in accordance with applicable requirements of the City of La Porte's Development Ordinance and shall comply with all provisions of Chapter 106, "Zoning" of the City's Code of Ordinances and all other department reviews and applicable laws and ordinances of the City of La Porte and the State of Texas.
2. Permitted use on site will be described as Hotel. A facility with exterior corridors and drive up parking, usually defined as "Motel" shall not be permitted.
3. The underlying zoning is GC. All GC requirements will need to be met.
4. No truck parking will be permitted on site and no future truck parking plans shall be approved for the site.
5. Hotel must have a minimum of 90 hotel rooms
6. Hotel amenities must include, at minimum, a fitness center, pool, and meeting/conference rooms
7. All necessary documentation for building permit review must be submitted in conjunction with the city's building permit application process for any proposed building improvements.
8. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, "Zoning" of the City's Code of Ordinances.

Action Required by Council:

1. Conduct public hearing.
2. Consider approval or other action on a recommendation by the Planning and Zoning Commission to deny an Ordinance for SCUP #18-91000014

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

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. 18-91000014, TO ALLOW FOR A HOTEL (EXCEPT CASINO HOTELS) AND MOTEL USE IN A GENERAL COMMERCIAL (GC) ZONING DISTRICT, ON A 2.28 ACRE TRACT OF LAND AND BEING LEGALLY DESCRIBED AS LOTS 1 – 16 AND 19 – 32, BLOCK 1103 AND EAST 30 FEET OF 7TH ST. ROW AND ADJACENT 16 FOOT ALLEY, LA PORTE 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;

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

Section 1. Chapter 106 “Zoning” of the Code of Ordinances is hereby amended by granting Special Conditional Use Permit #18-91000014 attached hereto as Exhibit A and incorporated by reference for all purposes, to allow for a Hotel (except Casino Hotels) and Motel use on a 2.28 acre tract of land, said tract being legally described as Lots 1 – 16 and 19 – 32, Block 1103 and East 30 feet of 7th St. ROW and Adjacent 16 foot Alley, La Porte Subdivision, La Porte, Harris County, Texas, and situated within a General Commercial (GC) zoning district.

Section 2. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, TX. Gov’t Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. The City Council of the City of La Porte hereby finds that public notice was properly mailed to all owners of all properties located within two hundred feet (200') of the properties under consideration.

Section 6. The City Council of the City of La Porte hereby finds, determines, and declares that all prerequisites of law have been satisfied and hereby determines and declares that the amendments to the City of La Porte Zoning Classification contained in this Ordinance as amendments thereto are desirable and in furtherance of the goals and objectives stated in the City of La Porte's Comprehensive Plan.

Section 7. This ordinance shall be effective after its passage and approval.

PASSED AND APPROVED this the 10th day of DECEMBER, 2018.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark Askins, Assistant City Attorney

EXHIBIT A

City of La Porte
Special Conditional Use Permit #18-91000014

This permit is issued to: Nilvarni LP
Owner or Agent

5750 Vista Rd. Pasadena, TX 77386
Address

For Development of: Fairmont Motel
Development Name

711 W. Fairmont Pkwy.
Address

Legal Description: Lots 1 – 16 and 19 – 32, Block 1103 and East 30 of 7th St. ROW and Adjacent 16 foot Alley La Porte Subdivision, Harris County, TX

Zoning: GC, General Commercial

Use: Hotel (except Casino Hotels) and Motel

Permit Conditions:

This Special Conditional Use Permit (SCUP) is applicable for the subject property, a copy of which shall be maintained in the files of the City’s Planning and Development Department upon approval. Project development shall be in accordance with the following conditions:

1. A site development plan shall be submitted in accordance with applicable requirements of the City of La Porte’s Development Ordinance and shall comply with all provisions of Chapter 106, “Zoning” of the City’s Code of Ordinances and all other department reviews and applicable Permitted use on site will be described as Hotel. A facility with exterior corridors and drive up parking, usually defined as “Motel” shall not be permitted.
2. The underlying zoning is GC. All GC requirements will need to be met.
3. No truck parking will be permitted on site and no future truck parking plans shall be approved for the site.
4. Hotel must have a minimum of 90 hotel rooms
5. Hotel amenities must include, at minimum, a fitness center, pool, and meeting/conference rooms
6. All necessary documentation for building permit review must be submitted in conjunction with the city’s building permit application process for any proposed building improvements.
7. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, “Zoning” of the City’s Code of Ordinances.

Failure to start construction of the site within 12 months after issuance or as scheduled under the terms of a special conditional use permit shall void the permit as approved, except upon an extension of time granted after application to the Planning and Zoning Commission.

If contract or agreement is terminated after completion of any stage and there is ample evidence that further development is not contemplated, the ordinance establishing such special conditional use permit may be rescinded by the City Council, upon its own motion or upon the recommendation of the Planning and Zoning Commission of the City of La Porte, and the previous zoning of the entire tract shall be in full effect on the portion which is undeveloped.

Validation Date: _____

Director of Planning and Development

City Secretary



November 16, 2018

Honorable Mayor Rigby and City Council
City of La Porte

RE: Special Conditional Use Permit Request #18-91000014

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a regular meeting on November 15, 2018 to hear a Special Conditional Use Permit request by , Nilvarni LP, applicant/owner; for a Special Conditional Use Permit to allow for a Hotel/Motel Use. The subject site is located at 711 W. Fairmont Pkwy., and is legally described as Lots 1 – 16 and 19 – 32, Block 1103 and East 30 of 7th St. ROW and Adjacent 16 foot Alley La Porte Subdivision. The subject site is zoned General Commercial (GC) and Section 106-310 of the Code of Ordinances requires a Special Conditional Use Permit in order for the above referenced use to be permitted within the GC zoning district.

The Commission voted 6-0 to recommend denial of the proposed SCUP. Commissioner Kendrick abstained.

Respectfully submitted

Ian Clowes, City Planner
On behalf of the Planning and Zoning Commission



Special Conditional Use Permit Application

Planning and Development Department

PROJECT INFORMATION

Address where SCUP is being requested: 711 WEST FAIRMONT PARKWAY

Legal description where SCUP is being requested: LTS 1 thru 16 + 19 thru 32 BLK 1103 + E 30 FT OF 7TH

HCAD Parcel Number where SCUP is being requested: 024-185-003-0001 AND 024-185-003-0017

Zoning District: _____ Lot area: 99350 sq. ft

A request for approval of a Special Conditional Use Permit is hereby made to the City of La Porte.

Description of Request: 100 UNIT HOLIDAY INN EXPRESS AND SUITES HOTEL

SEE ATTACHED DOCUMENTS FOR ADDITIONAL DETAILS

Attached hereto is a Project Description Letter describing the project and outlining the reasons why such SCUP should be approved.

PROPERTY OWNER(S) INFORMATION

Name: NIL VARNI LP OWNED BY DIMPLE PATEL AND PARTNERS

Company (if applicable): _____

Address: 5450 VISTA ROAD

City: PASADENA State: TX Zip: 77505

Phone: 713-530-8993 Email: txdimple@gmail.com

AUTHORIZED AGENT (If other than owner)

Name: _____

Company (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

OWNER(S) & AGENT CERTIFICATION

I hereby depose and state under the penalties of perjury that all statements, proposals and/or plans submitted with/or contained in this application are true and correct and the application is complete to the best of my knowledge and belief.

Agent's Signature: [Signature] Date: 10/12/18

Owner(s)' Signature(s): [Signature] Date: 10/12/18

STAFF USE ONLY:

Case Number:
18-91000014

Date Application Received:
10/12/18



Special Conditional Use Permit Application

Planning and Development Department

AFFIDAVIT OF POSTING PLANNING AND ZONING COMMISSION PUBLIC HEARING

STATE OF TEXAS

COUNTY OF HARRIS

CITY OF LA PORTE

The undersigned hereby duly swears on oath and says:

1. A public hearing sign was provided to me by the City of La Porte's Planning and Development Department. I hereby attest that said sign will be posted on the following described property, which is subject to the application:

ADDRESS: 711 WEST FAIRMONT PARKWAY LA PORTE TX 77571

LEGAL DESCRIPTION: LTS 1 thru 16 + 19 thru 32 BLK 1103 + E 30 FT of 7th AND ADJ 16 FT AWAY
024-185-003-0001 #024-185-003-0017

2. In accordance with the provisions of Section 106-194 of the city's Code of Ordinances, I hereby attest that said sign will be posted on the described property for no less than fifteen (15) days prior to the scheduled public hearing; starting at least on the following date: 10-12-18.
3. Said sign shall be placed on the property within 20 feet of the abutting street.
4. Said sign shall remain legible and visible for the entire fifteen (15) day posting period. If sign is damaged or missing, I hereby attest that I will contact the City of La Porte for a replacement sign.

Applicant's Signature

DIMPLE PATEL
Applicant's Printed Name

Subscribed and sworn before me this _____ day of _____, _____ by

(Print Applicant's Name).

Notary Public

(Seal)

My commission expires: _____

October 12, 2018

Dimple Patel
Nil Varni LP
5450 Vista Road
Pasadena, TX 77505
713-530-8993

Property Located: 711 West Fairmont Parkway

LTS 1 THRU 16 & 19 THRU 32
BLK 1103 & E 30 FT OF 7TH ST
& ADJ 16 FT ALLEY
LA PORTE

Request: We are requesting approval of a Special Conditional Use Permit (SCUP) located at 711 West Fairmont Parkway to build a 100 unit Holiday Inn Express and Suites.

Background: We have been in the hotel industry since 1979. We have been a strong community asset since we developed the Holiday Inn Express & Suites at 905 West G Street in 2005. We also operate the Holiday Inn Express & Suites in Deer Park and Pasadena.

History: We purchased this track of land at 711 West Fairmont Parkway in 2008 with the intention of building a new hotel at the market appropriate time. When we purchased the land in 2008 there was not a requirement for a SCUP.

COMMUNITY SUPPORT: We have received neighborhood support for our project. Support comes from citizens, local businesses, and neighbors near our location. We have received an overwhelming amount of support from nearby citizens and business owners that would like to see our new hotel development move forward. They also encouraged this project because it would be a great asset on Fairmont East of 146. We have provided over 100+ letters showing their support. Some supporting neighbors include: State Farm, Upscale Resale, Wells Fargo, Dr. Patel MD, Post Office, Fisher's Hardware, Papa Johns, Dominos, Kroger, Quick Mart, Aroma's Italian, Main 101, S&S Investigations & Security; along with many others.

TRAFFIC STUDY: Per our last council meeting, a request was asked for us to provide a traffic analysis. We have hired an outside firm Voigt Associates Inc to provide this report. Their findings are included and show no concerns with the addition of our project.

MARKET ANALYSIS: Per our original P&Z meeting, a request was asked about market analysis of an additional hotel to the City. We have hired an outside firm Source Strategies Inc. to provide this report. Their findings are included and show no impact to other hotels.

NEW LAYOUTS: Per our last council meeting, a request was asked for us to consider options to include shopping on the location. We have provided a potential site plan with a 3600 sq ft

shopping plaza. This would require our hotel to be 5 stories with less parking. New site drawings are included.

Hotel Operations: As a developer and operator in La Porte we strive for providing great service and excellent accommodations. We continue to achieve high levels of guest reviews at our hotel. We also employ 15 full-time and part-time employees mostly residences of La Porte.

Economic Impact: After being the second hotel in La Porte we have helped pave the way for tremendous economic growth with the addition of new hotels. As an operator we help keep the level of service high and help to maintain high standards of our hotels and our competition.

Tax Revenue: Over the past 13 years our existing Holiday Inn Express has generated over \$20million in revenue with about \$1,400,000 in City tax revenue along with about \$2million in County and State tax revenue. There is also the addition of property tax paid over the last 13 years with the hotel value averaging \$3.7million per year (about \$50million over 13 years). We have paid all taxes on time and we never had any delinquent taxes, late utility payments, or other violations.

Franchise History: We operate 3 Holiday Inn Express hotels in this area; Deer Park, Pasadena, & La Porte. We have been trusted by this franchise to operate in this area because of our commitment to the brand and dedication to serving the tri-city area. The franchise believes this is the right time to begin development for a new property with a larger room count to service this market. They have given us a timeline to develop this project and open this business by January 2020.

Location and Neighbors: When we purchased this land in 2008 we considered the location as being ideal for a hotel. It is on the main corridor of the City. It is adjacent to the Post Office. Near highway 146 but not too close that the guests would be impacted from highway noise of large trucks. Near many local business.

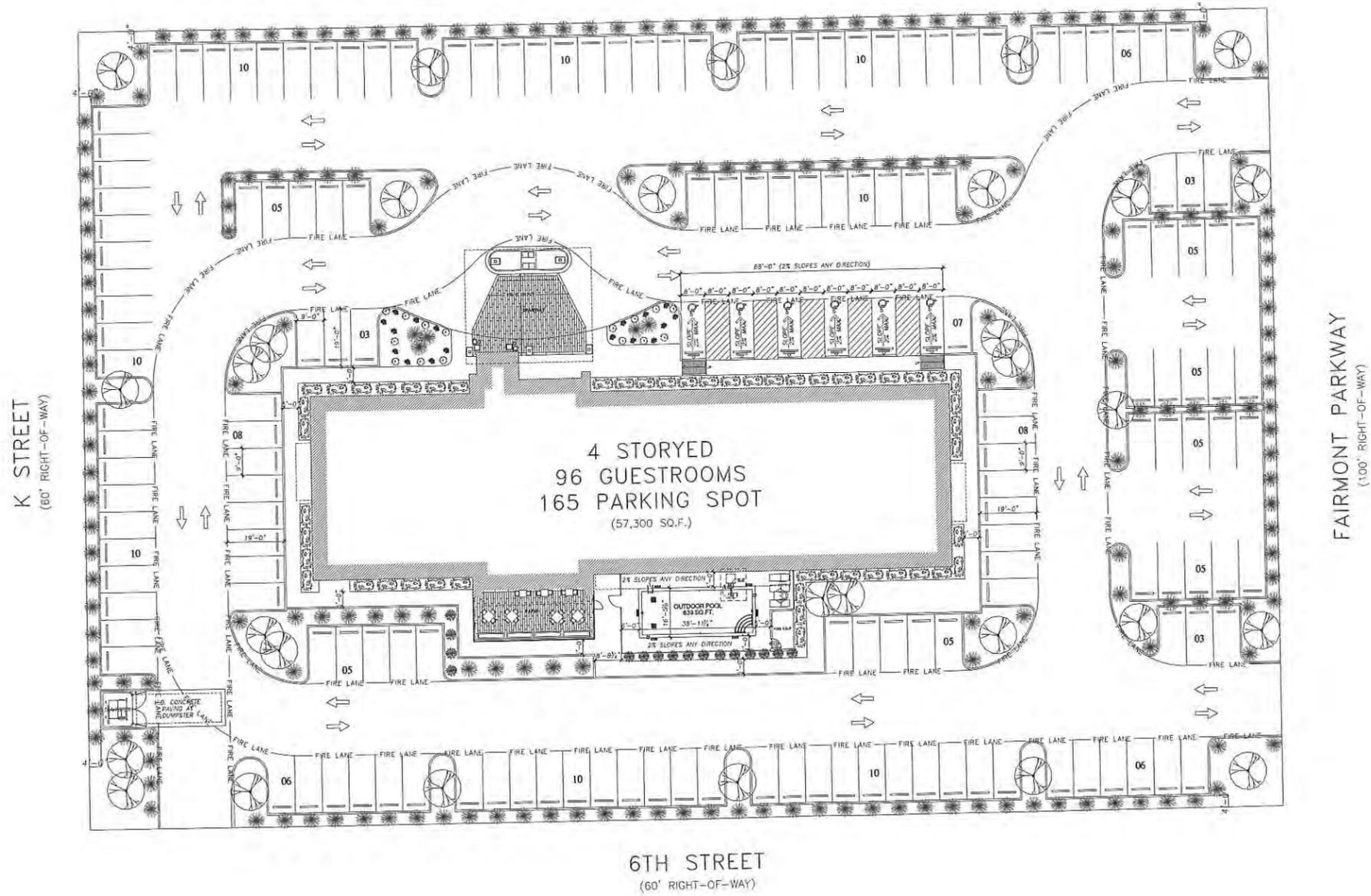
We anticipate having the largest meeting space in the City with over 2500 sq ft of meeting space. Allowing us to accommodate birthday parties, graduations, wedding, corporate training and sales meetings; along with local municipality meetings. We look forward to hosting and supporting the many local business clients such as Aker Industrial, Total Petrochemicals, Sulzer, Cat-Spec, Du Pont, along with many other industries that help grow the City of La Porte.

HIGHLIGHTS:

- we are local to La Porte operating the Holiday Inn Express on 908 W G Street (the last 13 years)
- we are a family run business not an outside investment company (owned 100% by myself, sister, and father)
- all hotels can thrive by giving customers more options
- Fairmont east of 146 has be underdeveloped and many for sale signs and for lease signs

- the city can have too many extended stay hotels that don't pay occupancy tax, don't support local restaurants, and have low rates, we are the exact opposite
- Holiday Inn Express is a market leader
- our hotel drives the highest room rates in the market
- our new hotel will have large meeting space to accommodate the local needs
- business center, pool, large workout facility, hot breakfast are some of the amenities we will provide
- La Porte is sending overflow rooms (Sunday-Thursday to neighboring cities)
- new hotels have bigger investments (over \$10 million to develop)
- our industries need more hotel rooms
- our hotels continue to update and renovate
- we spend more money being the market leader
- we are always putting money back into the property every year on capital improvements
- our location is away from highway noise
- more hotel tax revenue to the city
- more property tax revenue to the city
- no truck parking

Conclusion: We ask P&Z along with citizens of the City of La Porte to grant a SCUP to build a 100 unit Holiday Inn Express & Suites at 711 West Fairmont Parkway. We have a proven history with the City to provide a great hotel and excellent accommodations.

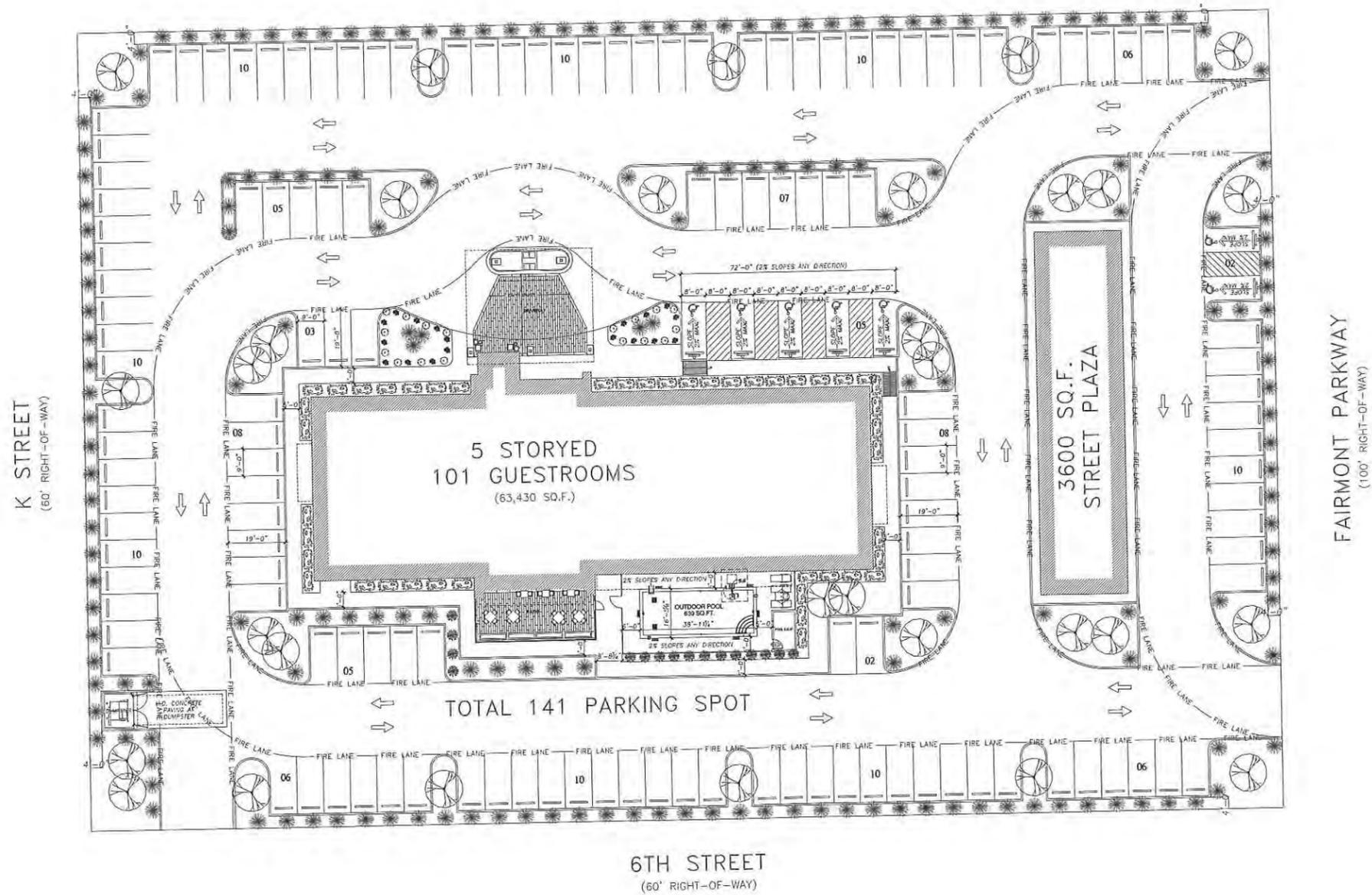


MOTEL AT FAIRMONT PARKWAY
TEXAS

PROJECT NO.:
DATE:
SHEET TITLE:
SCALE: 1/20" = 1'-0"

DRAWN BY:
PRINTED ON:

Sheet:



MOTEL AT FAIRMONT PARKWAY
TEXAS

PROJECT NO.:
DATE:
SHEET TITLE:
SCALE: 1/8" = 1'-0"

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PRINTED ON:

Sheet:



September 20, 2018

ANALYSIS FOR LA PORTE AREA HOTEL MARKET

This market report addresses the current make-up of the La Porte Hotel market, and the potential for a new Holiday Inn Express Hotel & Suites at 711 West Fairmont Parkway, 77571. A new hotel at this location, built with at a 100 rooms with this brand, would in all likelihood generate revenues of over \$3,000,000 annually, in 100 units.¹ This estimate is based on the REVPAR of all existing Holiday Inn Express Hotels opened in Texas Metro Areas since 2012. These hotels produced a REVPAR of over \$77, on average (REVPAR is an industry calculation of rate times occupancy). The subject hotel to be built in La Porte would likely exceed this average REVPAR, as it will be newer with the new Formula Blue prototype. Furthermore

In the latest year, the local area hotel market² generated an average REVPAR of \$53, occupancy of 69%, and room-rate of \$77. Over the last nine years, demand for hotels in La Porte has grown strongly, and the existing branded hotels also significantly outperform the lower priced and lower quality independent hotels by a significant margin:

¹ Source Strategies, Inc., estimate..

² Zip code 77571.

HISTORY: LOCAL AREA HOTEL MARKET

Year & Quarter	# HtIs and Mtls	# Rooms	Room1 nites sold 000's	Total Rooms Revenue \$000's	%2 Occ.	\$3 Rate	\$4 RevPaR	% Growth Vs Yr Ago			
								Sply	Real	ADR	Rev
131	11	786	51	2,839	71.6	56.03	40.14	6.4	29.3	11.3	43.8
132	11	786	44	2,502	61.5	56.85	34.98	6.4	4.5	5.6	10.3
133	11	786	44	2,322	61.0	52.63	32.12	6.4	5.0	4.4	9.7
134	10	739	39	2,101	57.7	53.54	30.90	-6.0	0.8	1.7	2.6
141	11	786	54	3,066	76.2	56.85	43.34	0.0	6.3	1.5	8.0
142	11	786	55	3,452	76.4	63.14	48.26	0.0	24.3	11.1	38.0
143	11	786	57	3,521	78.4	62.08	48.70	0.0	28.6	18.0	51.6
144	11	786	49	3,100	68.1	62.93	42.87	6.4	25.8	17.5	47.5
151	11	786	50	3,207	71.3	63.60	45.33	0.0	-6.5	11.9	4.6
152	11	786	50	3,156	69.7	63.32	44.12	0.0	-9.0	0.3	-8.6
153	11	786	52	3,264	72.4	62.37	45.14	0.0	-7.8	0.5	-7.3
154	12	792	47	2,869	64.2	61.33	39.38	0.8	-5.1	-2.5	-7.5
161	12	873	57	3,673	72.3	64.68	46.75	11.1	12.7	1.7	14.5
162	12	873	54	3,700	67.7	68.81	46.57	11.1	8.0	8.7	17.2
163	12	873	54	3,390	66.6	63.40	42.21	11.1	2.3	1.7	3.9
164	12	873	51	3,123	64.0	60.73	38.88	10.2	9.8	-1.0	8.9
171	12	873	53	3,812	67.1	72.32	48.52	0.0	-7.2	11.8	3.8
172	12	873	52	3,587	65.1	69.38	45.15	0.0	-3.9	0.8	-3.1
173	12	873	55	4,046	68.8	73.18	50.38	0.0	3.4	15.4	19.4
174	12	873	58	4,734	72.3	81.55	58.95	0.0	13.0	34.3	51.6
181	12	836	52	4,098	69.6	78.27	54.47	-4.2	-0.6	8.2	7.5
182	13	879	52	3,812	65.5	72.78	47.66	0.7	1.4	4.9	6.3
CGR%Past9yr		3.6%	4.8%	6.8%	1.1%	2.0%	3.0%				
4yrs		2.8%	3.3%	11.1%	0.4%	7.8%	8.1%				
2yrs		2.0%	2.0%	11.2%	-0.1%	9.0%	9.0%				
1yr		-0.9%	4.3%	20.0%	5.1%	15.0%	21.0%				

1. Roomnights sold (derived from est. rate and actual revenues). 2. Occupancy nights sold divided by nights available for sale. 3. Avg. price for roomnights sold; Directories, Surveys, & experience. 4. \$ Revenue per available room per day (room sales per day).



September 20, 2018

OPINION

Given that demand is currently peaking locally, and that there are not enough value oriented / branded hotel rooms for consumers to purchase locally, it is clear that new quality lodging products are needed in this market. Not only is the city of La Porte likely currently losing hotel business that is moving to other nearby municipalities, not granting permission to build a Holiday Express hotel (one of the most endemic and successful known hotel franchises available) will ensure that it is built in another nearby town, further pulling hotel business that is generated locally to another locale.

This report is based on independent opinion, surveys and research from sources considered reliable. No representation is made as to accuracy or completeness and no contingent liability of any kind can be accepted.

Please feel free to contact us with any questions.

Respectfully submitted,

A handwritten signature in black ink that reads "Todd Walker".

Todd Walker,
President

EXHIBITS

HOTEL MARKET: LA PORTE / ZIP CODE 77571

YRQ	# Hotels Motels	# Rooms	Rnights sold 1 (000s)	\$ Rooms Revenues (000 s)	% OCC2	\$ Rate3	\$ RPAR4
083	9	570	29.5	1,768	56.3	59.91	33.71
084	9	629	47.0	3,196	81.2	67.98	55.22
*TOTAL 2008			76.5	4,963	69.4	64.87	45.00
091	9	629	37.5	2,456	66.3	65.44	43.39
092	10	681	29.1	1,818	46.9	62.53	29.34
093	10	681	28.5	1,672	45.5	58.62	26.69
094	9	629	28.0	1,566	48.4	55.91	27.07
*TOTAL 2009			123.2	7,513	51.5	61.01	31.42
101	9	620	30.1	1,530	53.9	50.90	27.42
102	8	641	30.1	1,685	51.6	55.98	28.88
103	9	693	29.3	1,471	45.9	50.23	23.07
104	10	708	30.3	1,455	46.5	48.10	22.34
*TOTAL 2010			119.7	6,142	49.3	51.31	25.27
111	10	739	37.5	1,867	56.4	49.75	28.07
112	10	739	40.6	2,208	60.3	54.42	32.83
113	10	739	38.4	1,977	56.5	51.50	29.08
114	10	739	32.7	1,655	48.1	50.60	24.34
*TOTAL 2011			149.2	7,707	55.3	51.65	28.57
121	10	739	39.2	1,974	59.0	50.32	29.69
122	10	739	42.1	2,268	62.6	53.85	33.73
123	10	739	42.0	2,117	61.8	50.42	31.14
124	11	786	38.9	2,048	53.8	52.64	28.32
*TOTAL 2012			162.3	8,408	59.2	51.82	30.68
131	11	786	50.7	2,839	71.6	56.03	40.14
132	11	786	44.0	2,502	61.5	56.85	34.98
133	11	786	44.1	2,322	61.0	52.63	32.12
134	10	739	39.2	2,101	57.7	53.54	30.90
*TOTAL 2013			178.1	9,765	63.0	54.84	34.56
141	11	786	53.9	3,066	76.2	56.85	43.34
142	11	786	54.7	3,452	76.4	63.14	48.26
143	11	786	56.7	3,521	78.4	62.08	48.70
144	11	786	49.3	3,100	68.1	62.93	42.87
*TOTAL 2014			214.6	13,139	74.8	61.23	45.80
151	11	786	50.4	3,207	71.3	63.60	45.33
152	11	786	49.8	3,156	69.7	63.32	44.12
153	11	786	52.3	3,264	72.4	62.37	45.14
154	12	792	46.8	2,869	64.2	61.33	39.38
*TOTAL 2015			199.4	12,496	69.4	62.67	43.47

HOTEL MARKET: LA PORTE / ZIP CODE 77571							
YRQ	# Hotels Motels	# Rooms	Rnights sold 1 (000s)	\$ Rooms Revenues (000 s)	% OCC2	\$ Rate3	\$ RPAR4
161	12	873	56.8	3,673	72.3	64.68	46.75
162	12	873	53.8	3,700	67.7	68.81	46.57
163	12	873	53.5	3,390	66.6	63.40	42.21
164	12	873	51.4	3,123	64.0	60.73	38.88
*TOTAL 2016			215.5	13,886	67.6	64.45	43.58
171	12	873	52.7	3,812	67.1	72.32	48.52
172	12	873	51.7	3,587	65.1	69.38	45.15
173	12	873	55.3	4,046	68.8	73.18	50.38
174	12	873	58.1	4,734	72.3	81.55	58.95
*TOTAL 2017			217.8	16,179	68.3	74.30	50.78
181	12	836	52.4	4,098	69.6	78.27	54.47
182	13	879	52.4	3,812	65.5	72.78	47.66
*TOTAL 2018			104.7	7,910	67.5	75.53	50.96
*TOTAL			1,760.8	108,109	63.2	61.40	38.81

1. Roomnights sold (derived from est. rate and actual room revenues)
2. Occupancy: nights sold divided by nights available for sale(x 100)
3. Average price for each roomnight sold;from Directories and surveys
4. \$ Revenue per available room per day (room sales per day)

SOURCE STRATEGIES, INC 09/20/18 (210) 734-3434. METRO20Y.FEX

PERIOD: TWELVE MONTHS ENDING JUNE 30, 2018

HOTEL MARKET: LA PORTE / ZIP CODE 77571

BRAND	#* HTL	EST.		%		\$		EST.		\$
		RMS 000S	RNS 000S	RMS	RNS	AMT. 000S	AMT	%OCC	RATE	
AIRBB	0	.0	.3	0	.2	100	.6	40.4	249.96	100.89
CANDLWOOD	1	.1	12.8	29	13.3	3,052	18.3	71.4	105.55	75.34
COMFO STE	1	.1	7.7	18	8.1	1,552	9.3	72.0	88.22	63.48
TOT MIN STE	2	.2	20.6	47	21.3	4,605	27.6	71.6	98.99	70.87
HAMPTON	1	.1	10.1	24	11.0	2,803	16.8	75.5	116.86	88.27
HOLID EXP	1	.1	6.4	15	6.8	2,001	12.0	73.8	135.14	99.70
LA QUINTA	1	.1	12.9	29	13.2	1,711	10.3	70.6	59.30	41.85
TOT LTD SVE	3	.3	29.4	68	31.0	6,515	39.0	73.0	96.32	70.28
WOODSPRNG	1	.1	14.0	32	14.8	1,795	10.8	73.1	55.63	40.64
DAYS INN	1	.0	5.7	12	5.4	673	4.0	65.7	57.27	37.63
QUALITY	1	.1	9.7	19	8.7	1,310	7.8	61.6	69.36	42.72
SUPER 8	1	.0	5.3	12	5.3	612	3.7	69.0	52.82	36.44
TOT BUDGET	3	.2	20.7	42	19.4	2,594	15.5	64.6	61.46	39.71
TOT CHAINS	9	.7	84.9	189	86.7	15,610	93.5	70.5	82.57	58.21
TOT INDEP	3	.1	15.1	29	13.3	1,080	6.5	60.8	37.25	22.66
TOT MARKET	12	.9	100.0	218	100.0	16,690	100	69.0	76.54	52.84

PERIOD: TWELVE MONTHS ENDING JUNE 30, 2017

HOTEL MARKET: LA PORTE / ZIP CODE 77571

BRAND	#* HTL	EST.		%		\$		EST.		\$
		RMS 000S	RNS 000S	RMS	RNS	AMT. 000S	AMT	%OCC	RATE	
CHAINS										
CANDLWOOD	1	.1	12.7	27	12.9	2,189	15.7	66.6	81.15	54.03
COMFO STE	1	.1	7.7	17	8.0	1,212	8.7	68.2	72.64	49.55
TOT MIN STE	2	.2	20.4	44	20.9	3,401	24.4	67.2	77.90	52.34
HAMPTON	1	.1	10.0	22	10.6	2,246	16.1	69.7	101.53	70.74
HOLID EXP	1	.1	6.3	13	6.3	1,580	11.4	65.3	120.49	78.71
LA QUINTA	1	.1	12.8	26	12.4	1,439	10.3	63.3	55.59	35.20
TOT LTD SVE	3	.3	29.1	61	29.2	5,265	37.8	65.9	86.15	56.79
WOODSPRNG	1	.1	13.9	32	15.2	1,653	11.9	72.0	51.98	37.43
TOT EXT STA	1	.1	13.9	32	15.2	1,653	11.9	72.0	51.98	37.43
DAYS INN	1	.0	5.6	11	5.2	612	4.4	61.2	55.97	34.23
QUALITY	1	.1	9.6	19	9.3	1,275	9.2	63.4	65.60	41.57
SUPER 8	1	.0	5.3	10	5.0	556	4.0	62.5	52.96	33.11
TOT BUDGET	3	.2	20.5	41	19.5	2,443	17.6	62.6	59.78	37.39
TOT CHAINS	9	.7	83.8	177	84.8	12,762	91.7	66.4	71.92	47.77
TOT INDEP	3	.1	16.2	32	15.2	1,150	8.3	61.9	36.11	22.34
TOT MARKET	12	.9	100.0	209	100.0	13,912	100	65.7	66.47	43.66

* All figures annualized. Includes taxed and est non-tax room revenues.
Independents are categorized by price: \$100+, \$60-99.99, and under \$60)

PERIOD: TWELVE MONTHS ENDING JUNE 30, 2016

HOTEL MARKET: LA PORTE / ZIP CODE 77571										
BRAND	#*	RMS	%	RNS	%	AMT.	%	EST.	\$	\$
HTL	000S	RMS	000S	RNS	000S	000S	AMT	%OCC	RATE	RPAR
CANLWOOD	1	.1	13.4	29	14.1	2,426	18.0	72.7	82.34	59.88
COMFO STE	1	.1	8.1	16	7.8	1,183	8.8	67.0	72.16	48.38
TOT MIN STE	2	.2	21.4	46	21.9	3,609	26.7	70.6	78.70	55.55
HAMPTON	1	.0	5.4	11	5.2	1,014	7.5	66.8	93.18	62.20
HOLID EXP	1	.1	6.6	14	6.6	1,737	12.9	69.1	125.29	86.52
LA QUINTA	1	.1	13.5	27	13.0	1,599	11.8	66.4	58.85	39.11
TOT LTD SVE	3	.2	25.5	52	24.8	4,349	32.2	67.2	83.79	56.30
WOODSPRNG	1	.1	14.6	31	14.8	1,629	12.1	70.0	52.68	36.89
DAYS INN	1	.0	5.9	12	5.8	663	4.9	68.3	54.29	37.06
QUALITY	1	.1	10.1	21	10.1	1,372	10.2	68.8	65.06	44.76
SUPER 8	1	.0	5.5	11	5.2	604	4.5	64.6	55.73	35.97
TOT BUDGET	3	.2	21.5	44	21.1	2,639	19.5	67.6	59.79	40.39
TOT CHAINS	9	.7	83.0	173	82.4	12,227	90.5	68.7	70.74	48.57
TOT INDEP	3	.1	17.0	37	17.6	1,280	9.5	71.5	34.76	24.86
TOT MARKET	12	.8	100.0	210	100.0	13,506	100	69.1	64.42	44.55

PERIOD: TWELVE MONTHS ENDING JUNE 30, 2015										
HOTEL MARKET: LA PORTE / ZIP CODE 77571										
BRAND	#*	RMS	%	RNS	%	AMT.	%	EST.	\$	\$
HTL	000S	RMS	000S	RNS	000S	000S	AMT	%OCC	RATE	RPAR
CHAINS										
CANLWOOD	1	.1	14.1	31	15.1	2,563	19.7	76.9	82.28	63.25
COMFO STE	1	.1	8.5	17	8.5	1,291	9.9	71.4	73.93	52.77
TOT MIN STE	2	.2	22.6	49	23.6	3,853	29.7	74.8	79.28	59.31
HOLID EXP	1	.1	7.0	15	7.1	1,865	14.4	73.4	126.63	92.91
LA QUINTA	1	.1	14.2	30	14.4	1,711	13.2	72.6	57.64	41.86
TOT LTD SVE	2	.2	21.2	44	21.5	3,577	27.5	72.9	80.52	58.68
WOODSPRNG	1	.1	15.4	32	15.5	1,486	11.4	72.4	46.49	33.66
DAYS INN	1	.0	6.2	12	5.9	700	5.4	68.3	57.30	39.12
QUALITY	1	.1	10.7	22	10.5	1,515	11.7	70.8	69.82	49.41
SUPER 8	1	.0	5.9	12	5.7	672	5.2	69.6	57.53	40.05
TOT BUDGET	3	.2	22.8	46	22.1	2,887	22.2	69.8	63.31	44.19
TOT CHAINS	8	.6	82.1	171	82.7	11,803	90.9	72.5	69.19	50.14
TOT INDEP	3	.1	17.9	36	17.3	1,180	9.1	69.3	33.12	22.93
TOT MARKET	11	.8	100.0	206	100.0	12,984	100	71.9	62.96	45.26

* All figures annualized. Included taxed and est non-tax rooms revenues.
Independents are categorized by price: \$100+, \$60-99.99, and under \$60)

PERIOD: TWELVE MONTHS ENDING JUNE 30, 2014

HOTEL MARKET: LA PORTE / ZIP CODE 77571

BRAND	# *	EST,		\$		EST.		\$	\$	
	HTL	RMS	%	RNS	%	AMT.	%			EST.
	000S	RMS	000S	RNS	000S	AMT	%OCC			
CHAINS										
CANDLWOOD	1	.1	14.3	30	15.5	2,134	19.5	73.4	71.78	52.67
COMFO STE	1	.1	8.7	17	8.8	1,107	10.1	68.9	65.66	45.25
TOT MIN STE	2	.2	23.0	47	24.3	3,241	29.6	71.7	69.56	49.88
HOLID EXP	1	.1	7.1	14	7.5	1,709	15.6	71.4	119.21	85.14
LA QUINTA	1	.1	14.5	27	14.3	1,392	12.7	67.1	50.78	34.05
TOT LTD SVE	2	.2	21.6	42	21.8	3,101	28.3	68.5	74.28	50.87
WOODSPRNG	1	.1	15.6	30	15.6	1,317	12.0	67.9	43.89	29.81
DAYS INN	1	.0	6.3	13	6.6	657	6.0	70.8	51.90	36.73
QUALITY	1	.1	10.9	20	10.2	1,126	10.3	64.0	57.40	36.72
SUPER 8	1	.0	5.9	11	5.6	529	4.8	64.4	48.93	31.50
TOT BUDGET	3	.2	23.1	43	22.4	2,311	21.1	65.9	53.66	35.38
TOT CHAINS	8	.6	83.3	161	84.1	9,970	91.1	68.6	61.77	42.35
TOT INDEP	3	.1	16.7	31	15.9	971	8.9	64.8	31.80	20.60
TOT MARKET	11	.8	100.0	192	100.0	10,941	100	67.9	57.00	38.72

* All figures annualized. Included taxed and est non-tax rooms revenues.
Independents are categorized by price: \$100+, \$60-99.99, and under \$60)

HOTEL MARKET: LA PORTE / ZIP CODE 77571

CITY		ADDR	ZIP	E 3		YR		AVG
---		---	---	S	EST	4	OP	ADJ 1
---		---	---	T	AVG.	%	---	---
YRQ	#	BRAND	TAXABLE	GROSS	ADJ 1	DAILY	OCC	\$ 5
---	---	---	REVENUE	REVENUE	FACTOR	RATE	EST	REVPAR
---	---	---	-----	-----	---	-----	-----	-----
LA PORTE		LA PORTE AIRBNB	77571	AIRBNB -	CITY OF LA	PORTE	17	1.000
20181	5	AIRBB	44,439	44,439	1.000	245.89	40	98.75
20182	6	AIRBB	52,484	56,044	1.068	252.25	41	102.64
		717 HIGHWAY 146	77571	BAYSHORE	MOTEL		76	1.170
20131	47		66,879	78,250	1.170	24.24	76	18.50
20132	47		56,248	65,810	1.170	24.77	62	15.39
20133	47		41,151	48,147	1.170	21.71	51	11.13
20141	47		59,998	70,198	1.170	21.93	76	16.60
20142	47		69,177	80,937	1.170	24.97	76	18.92
20143	47		79,051	87,389	1.105	24.95	81	20.21
20144	47		62,963	73,667	1.170	25.33	67	17.04
20151	47		70,263	82,208	1.170	27.27	71	19.43
20152	47		75,029	78,539	1.047	27.60	67	18.36
20153	47		85,642	100,201	.000	27.22	85	23.17
20154	47		77,570	90,757	.000	28.59	73	20.99
20161	47		95,438	111,662	.000	30.11	88	26.40
20162	47		77,408	85,416	1.103	30.95	65	19.97
20163	47		74,263	86,887	1.170	29.43	68	20.09
20164	47		66,087	77,322	1.170	28.98	62	17.88
20171	47		67,798	79,324	1.170	30.79	61	18.75
20172	47		58,356	68,277	1.170	27.32	58	15.96
20173	47		67,815	79,343	1.170	27.51	67	18.35
20174	47		65,398	76,516	1.170	27.46	64	17.70
20181	47		82,736	96,800	1.170	31.39	73	22.88
20182	47		79,224	92,692	1.170	30.26	72	21.67
		1250 S 13TH STR	77571	CANDLEWOOD	SUITES		08	1.200
20131	111	CANDL	479,970	547,530	1.141	72.31	76	54.81
20132	111	CANDL	432,905	471,523	1.089	68.47	68	46.68
20133	111	CANDL	404,461	454,676	1.124	65.61	68	44.52
20134	111	CANDL	380,043	445,248	1.172	67.08	65	43.60
20141	111	CANDL	511,207	594,432	1.163	75.83	78	59.50
20142	111	CANDL	457,863	639,769	1.397	76.82	82	63.34
20143	111	CANDL	549,327	680,833	1.239	78.62	85	66.67
20144	111	CANDL	455,412	591,710	1.299	81.29	71	57.94
20151	111	CANDL	499,318	671,198	1.344	85.26	79	67.19
20152	111	CANDL	492,342	618,929	1.257	84.38	73	61.27
20153	111	CANDL	518,178	624,749	1.206	81.56	75	61.18
20154	111	CANDL	436,159	567,373	1.301	80.27	69	55.56
20161	111	CANDL	465,243	554,931	1.193	79.63	70	55.55
20162	111	CANDL	531,305	679,077	1.278	87.38	77	67.23
20163	111	CANDL	399,339	520,109	1.302	76.37	67	50.93
20164	111	CANDL	355,191	457,132	1.287	71.24	63	44.76
20171	111	CANDL	465,101	604,617	1.300	85.36	71	60.52
20172	111	CANDL	406,870	607,109	1.492	91.08	66	60.10
20173	111	CANDL	613,432	755,354	1.231	100.15	74	73.97

CITY	ADDR	ZIP	E S T	3 EST AVG.	4 %	YR OP	AVG ADJ 1	
YRQ	# RMS	BRAND	TAXABLE REVENUE	GROSS REVENUE	ADJ 1 FACTOR	DAILY RATE	OCC EST	\$ 5 REVPAR
LA PORTE		1250 S 13TH STR	77571	CANDLEWOOD SUITES			08	1.200
20174	111	CANDL	919,026	1,050,325	1.143	122.69	84	102.85
20181	111	CANDL	614,225	722,862	1.177	106.61	68	72.36
20182	111	CANDL	384,240	523,712	1.363	86.77	60	51.85
		902 S 8TH ST	77571	COMFORT SUITES LA PORTE			99	1.300
20131	67	COMFS	271,267	279,444	1.030	65.37	71	46.34
20132	67	COMFS	280,022	297,929	1.064	72.10	68	48.86
20133	67	COMFS	244,989	254,781	1.040	61.29	67	41.33
20134	67	COMFS	188,311	192,651	1.023	59.43	53	31.25
20141	67	COMFS	267,008	310,122	1.161	66.08	78	51.43
20142	67	COMFS	306,300	348,986	1.139	73.27	78	57.24
20143	67	COMFS	318,198	342,014	1.075	72.17	77	55.49
20144	67	COMFS	278,946	323,415	1.159	74.62	70	52.47
20151	67	COMFS	266,437	301,137	1.130	72.87	69	49.94
20152	67	COMFS	278,850	324,017	1.162	76.21	70	53.14
20153	67	COMFS	289,533	327,581	1.131	74.75	71	53.14
20154	67	COMFS	241,618	277,560	1.149	72.71	62	45.03
20161	67	COMFS	282,777	300,902	1.064	71.53	70	49.90
20162	67	COMFS	262,445	277,035	1.056	69.42	65	45.44
20163	67	COMFS	261,060	278,511	1.067	67.33	67	45.18
20164	67	COMFS	287,498	302,330	1.052	69.08	71	49.05
20171	67	COMFS	289,258	339,335	1.173	79.75	71	56.27
20172	67	COMFS	241,219	291,536	1.209	74.44	64	47.82
20173	67	COMFS	263,067	339,892	1.292	77.77	71	55.14
20174	67	COMFS	251,731	448,812	1.783	91.11	80	72.81
20181	67	COMFS	292,840	407,536	1.392	96.46	70	67.58
20182	67	COMFS	273,514	356,142	1.302	87.35	67	58.41
		705 HIGHWAY 146	77571	DAYS INN (FRM BWEST)			96	1.400
20131	49	DAYS	109,080	148,322	1.360	43.94	77	33.63
20132	49	DAYS	115,779	149,498	1.291	48.59	69	33.53
20133	49	DAYS	119,985	148,614	1.239	47.96	69	32.97
20134	49	DAYS	95,299	147,414	1.547	47.02	70	32.70
20141	49	DAYS	111,821	170,420	1.524	53.05	73	38.64
20142	49	DAYS	140,264	190,395	1.250	59.31	72	42.70
20143	49	DAYS	123,796	190,894	1.542	56.65	75	42.35
20144	49	DAYS	104,936	174,991	1.668	58.58	66	38.82
20151	49	DAYS	128,910	180,776	1.402	59.11	69	40.99
20152	49	DAYS	110,688	152,976	1.382	54.69	63	34.31
20153	49	DAYS	105,489	174,424	1.653	54.05	72	38.69
20154	49	DAYS	81,199	162,316	1.999	55.94	64	36.01
20161	49	DAYS	117,028	172,586	1.475	54.37	72	39.14
20162	49	DAYS	101,246	153,491	1.516	52.81	65	34.42
20163	49	DAYS	112,232	164,001	1.461	54.10	67	36.38
20164	49	DAYS	109,988	173,740	1.580	58.74	66	38.54
20171	49	DAYS	96,814	139,464	1.441	55.71	57	31.62
20172	49	DAYS	99,725	135,085	1.355	55.18	55	30.29

CITY	ADDR	ZIP	E	3	YR	AVG
----	----	----	S	EST	OP	ADJ 1
YRQ	#	TAXABLE	T	AVG.	---	-----
----	----	REVENUE	2	%	\$ 5	
	BRAND	REVENUE	ADJ 1	DAILY OCC	REVPAR	
			FACTOR	RATE EST		
LA PORTE	705 HIGHWAY 146	77571	DAYS INN	(FRM BWEST)	96	1.400
20173	49 DAYS	130,529	1.256	53.95 67	36.36	
20174	49 DAYS	137,529	1.318	62.33 65	40.22	
20181	49 DAYS	130,028	1.235	56.36 65	36.40	
20182	49 DAYS	113,956	1.468	56.54 66	37.52	
	902 HIGHWAY 146	77571	FAIRWAY INN		04	1.500
20131	52	82,641	1.300	35.04 66	22.96	
20132	52	62,042	1.336	33.77 52	17.52	
20133	52	62,829	1.293	31.16 55	16.99	
20134	52	54,151	1.636	33.19 56	18.52	
20141	52	80,652	1.512	35.54 73	26.05	
20142	52	84,028	1.565	36.67 76	27.79	
20143	52	89,455	1.521	36.12 79	28.44	
20144	52	74,518	1.457	35.90 63	22.69	
20151	52	72,762	1.460	34.81 65	22.70	
20152	52	87,490	1.509	36.60 76	27.91	
20153	52	97,250	1.469	39.20 76	29.86	
20154	52	71,439	1.686	38.50 65	25.18	
20161	52	102,327	1.408	40.19 77	30.78	
20162	52	89,241	1.416	41.32 65	26.70	
20163	52	84,060	1.498	39.60 66	26.32	
20164	52	58,948	1.973	41.04 59	24.31	
20171	52	84,729	1.502	46.32 59	27.19	
20172	52	75,538	1.435	39.84 58	22.91	
20173	52	79,067	1.677	42.86 65	27.72	
20174	52	53,812	2.277	42.01 61	25.61	
20181	52	82,063	1.522	42.72 62	26.69	
20182	52	97,483	1.444	45.88 65	29.74	
	107 N 8TH ST	77571	GARDEN SUITES		06	2.000
20131	42	51,203	1.811	38.93 63	24.53	
20132	42	54,338	1.412	35.77 56	20.08	
20133	42	36,281	1.954	33.13 55	18.35	
20134	42	25,268	2.469	34.19 47	16.15	
20141	42	40,007	2.551	36.87 73	27.00	
20142	42	53,966	2.098	39.68 75	29.62	
20143	42	64,634	1.703	39.08 73	28.49	
20144	42	35,525	2.690	38.86 64	24.73	
20151	42	42,897	1.982	36.83 61	22.49	
20152	42	46,727	1.819	36.31 61	22.24	
20153	42	42,922	2.130	34.95 68	23.66	
20154	42	38,890	2.168	35.14 62	21.82	
20161	42	52,617	1.790	35.75 70	24.92	
20162	42	43,192	2.034	36.13 64	22.98	
20163	42	38,252	2.117	34.57 61	20.96	
20164	42	34,220	2.424	33.73 64	21.47	
20171	42	33,714	2.393	35.64 60	21.34	

CITY	ADDR	ZIP	E S T A V G.	3 EST AVG.	4 %	YR OP	AVG ADJ 1	
YRQ	# RMS	BRAND	TAXABLE REVENUE	GROSS REVENUE	ADJ 1 FACTOR	DAILY RATE	OCC EST	\$ 5 REVPAR
LA PORTE		107 N 8TH ST	77571	GARDEN SUITES			06	2.000
20172	42		66,793	115,554	1.730	44.32	68	30.23
20173	42		44,038	72,294	1.642	42.61	44	18.71
20174	42		32,869	68,551	2.086	37.87	47	17.74
20182	42		40,990	73,469	1.792	43.61	44	19.22
		1328 HIGHWAY 14	77571	HAMPTON INN			15	1.040
20154	6	HAMPT	29,246	30,416	.000	80.00	69	55.10
20161	87	HAMPT	413,929	422,277	1.020	86.31	62	53.93
20162	87	HAMPT	557,138	561,066	1.007	100.03	71	70.87
20163	87	HAMPT	510,267	521,737	1.022	94.60	69	65.18
20164	87	HAMPT	416,281	466,059	1.120	89.78	65	58.23
20171	87	HAMPT	582,840	622,978	1.069	109.95	72	79.56
20172	87	HAMPT	611,273	635,602	1.040	110.47	73	80.28
20173	87	HAMPT	659,384	681,479	1.034	118.39	72	85.14
20174	87	HAMPT	738,949	776,049	1.050	122.10	79	96.96
20181	87	HAMPT	679,623	686,533	1.010	110.37	79	87.68
20182	87	HAMPT	657,137	658,912	1.003	116.53	71	83.23
		908 W G ST	77571	HOLIDAY EXPRESS			06	1.010
20131	55	HIEXP	441,746	446,163	.000	115.68	78	90.13
20132	55	HIEXP	415,094	431,959	1.041	122.21	71	86.31
20133	55	HIEXP	393,726	399,929	1.016	114.70	69	79.04
20134	55	HIEXP	328,424	330,129	1.005	110.11	59	65.24
20141	55	HIEXP	450,493	454,998	.000	118.69	77	91.92
20142	55	HIEXP	512,227	524,117	1.023	130.36	80	104.72
20143	55	HIEXP	508,299	510,835	1.005	128.40	79	100.96
20144	55	HIEXP	437,992	442,372	.000	125.63	70	87.43
20151	55	HIEXP	459,492	466,132	1.014	126.76	74	94.17
20152	55	HIEXP	438,014	445,842	1.018	125.46	71	89.08
20153	55	HIEXP	425,777	430,035	.000	121.00	70	84.99
20154	55	HIEXP	401,501	405,049	1.009	121.61	66	80.05
20161	55	HIEXP	460,096	466,441	1.014	129.83	73	94.23
20162	55	HIEXP	430,833	435,401	1.011	128.55	68	86.99
20163	55	HIEXP	376,990	380,760	.000	117.01	64	75.25
20164	55	HIEXP	302,951	305,981	.000	103.05	59	60.47
20171	55	HIEXP	472,975	480,713	1.016	134.43	72	97.11
20172	55	HIEXP	402,041	412,658	1.026	124.44	66	82.45
20173	55	HIEXP	271,192	503,675	1.857	133.82	74	99.54
20174	55	HIEXP	392,479	539,937	1.376	141.05	76	106.71
20181	55	HIEXP	512,118	517,240	1.010	137.92	76	104.49
20182	55	HIEXP	437,285	440,640	1.008	126.96	69	88.04
		1105 HIGHWAY 14	77571	LA QUINTA INN #599			85	1.150
20131	112	LAQUN	309,471	352,243	1.138	53.08	66	34.94
20132	112	LAQUN	276,271	305,574	1.106	52.71	57	29.98
20133	112	LAQUN	293,050	305,162	1.041	48.08	62	29.62
20134	112	LAQUN	234,514	256,192	1.092	46.01	54	24.86

CITY	ADDR	ZIP	E S T	3 EST AVG.	4 %	YR OP	AVG ADJ 1	
YRQ	# RMS	BRAND	TAXABLE REVENUE	GROSS REVENUE	ADJ 1 FACTOR	DAILY RATE	OCC EST	\$ 5 REVPAR
LA PORTE	1105	HIGHWAY 14	77571	LA QUINTA	INN #599	85	1.150	
20141	112	LAQUN	335,946	395,675	1.178	51.52	76	39.25
20142	112	LAQUN	357,496	434,863	1.216	55.63	77	42.67
20143	112	LAQUN	407,198	471,665	1.158	57.65	79	45.77
20144	112	LAQUN	351,738	394,476	1.122	56.87	67	38.28
20151	112	LAQUN	376,790	424,868	1.128	57.38	73	42.15
20152	112	LAQUN	363,817	420,408	1.156	58.64	70	41.25
20153	112	LAQUN	396,635	431,863	1.089	60.04	70	41.91
20154	112	LAQUN	319,895	359,132	1.123	56.45	62	34.85
20161	112	LAQUN	383,774	417,648	1.088	59.52	70	41.43
20162	112	LAQUN	361,707	389,989	1.078	59.13	65	38.26
20163	112	LAQUN	320,693	360,897	1.125	54.01	65	35.02
20164	112	LAQUN	253,239	320,804	1.267	53.36	58	31.13
20171	112	LAQUN	352,804	384,101	1.089	58.80	65	38.11
20172	112	LAQUN	314,861	372,993	1.185	56.05	65	36.60
20173	112	LAQUN	340,594	403,003	1.183	56.44	69	39.11
20174	112	LAQUN	373,997	435,156	1.164	59.91	70	42.23
20181	112	LAQUN	395,149	442,570	1.120	61.21	72	43.91
20182	112	LAQUN	361,235	430,116	1.191	59.60	71	42.20
	11003	W FAIRMOR	77571	QUALITY INN & SUITES		10	1.040	
20131	84	QUALY	254,552	282,609	1.110	57.87	65	37.38
20132	84	QUALY	239,662	260,928	1.089	57.10	60	34.14
20133	84	QUALY	212,334	233,783	1.101	52.41	58	30.25
20134	84	QUALY	167,922	186,674	1.112	50.06	48	24.16
20141	84	QUALY	273,042	298,219	1.092	53.59	74	39.45
20142	84	QUALY	335,022	407,013	1.215	69.48	77	53.25
20143	84	QUALY	332,864	403,517	1.212	68.83	76	52.21
20144	84	QUALY	283,192	398,176	1.406	71.17	72	51.52
20151	84	QUALY	311,889	366,453	1.175	69.19	70	48.47
20152	84	QUALY	328,987	346,701	1.054	70.10	65	45.36
20153	84	QUALY	355,783	364,663	1.025	69.40	68	47.19
20154	84	QUALY	263,759	265,008	1.005	58.48	59	34.29
20161	84	QUALY	341,803	379,885	1.111	63.85	79	50.25
20162	84	QUALY	353,579	362,807	1.026	67.69	70	47.46
20163	84	QUALY	286,317	315,318	1.101	61.24	67	40.80
20164	84	QUALY	249,680	294,649	1.180	61.01	62	38.13
20171	84	QUALY	278,203	352,069	1.266	74.65	62	46.57
20172	84	QUALY	273,368	312,638	1.144	65.96	62	40.90
20173	84	QUALY	318,588	348,588	1.094	71.60	63	45.11
20174	84	QUALY	383,280	398,380	1.039	76.57	67	51.55
20181	84	QUALY	278,921	284,251	1.019	62.88	60	37.60
20182	84	QUALY	273,724	278,442	1.017	64.87	56	36.43
	702	HIGHWAY 146	77571	SUPER 8		10	1.050	
20131	46	SUPR8	155,601	160,751	1.033	50.01	78	38.83
20132	46	SUPR8	90,653	91,453	1.009	44.06	50	21.85
20133	46	SUPR8	89,217	90,607	1.016	41.51	52	21.41

CITY	ADDR	ZIP	E S T	3 EST AVG.	4 %	YR OP	AVG ADJ 1	
YRQ	# RMS	BRAND	TAXABLE REVENUE	GROSS REVENUE	ADJ 1 FACTOR	DAILY RATE	OCC EST	\$ 5 REVPAR
LA PORTE		702 HIGHWAY 146	77571	SUPER 8			10	1.050
20134	46	SUPR8	94,044	100,684	1.071	43.87	54	23.79
20141	46	SUPR8	150,006	156,040	1.040	50.38	75	37.69
20142	46	SUPR8	169,825	181,610	1.069	56.10	77	43.39
20143	46	SUPR8	177,004	186,521	1.054	57.23	77	44.07
20144	46	SUPR8	145,384	150,434	1.035	56.87	63	35.55
20151	46	SUPR8	143,281	168,698	1.177	57.38	71	40.75
20152	46	SUPR8	156,597	166,837	1.065	58.64	68	39.86
20153	46	SUPR8	143,648	164,348	1.144	58.06	67	38.83
20154	46	SUPR8	96,887	136,628	1.410	54.92	59	32.28
20161	46	SUPR8	147,715	158,994	1.076	53.44	72	38.40
20162	46	SUPR8	135,831	143,981	1.060	56.54	61	34.40
20163	46	SUPR8	139,473	150,891	1.082	52.84	67	35.65
20164	46	SUPR8	120,846	131,286	1.086	50.14	62	31.02
20171	46	SUPR8	138,115	146,335	1.060	58.24	61	35.35
20172	46	SUPR8	121,551	127,431	1.048	50.72	60	30.44
20173	46	SUPR8	149,585	152,553	1.020	49.85	72	36.05
20174	46	SUPR8	172,784	174,233	1.008	57.30	72	41.17
20181	46	SUPR8	144,581	151,200	1.046	54.72	67	36.52
20182	46	SUPR8	125,306	133,804	1.068	49.20	65	31.96
		1506 W FAIRMONT	77571	WOODSPRING SUITES			07	3.800
20131	121	VALUP	68,828	343,792	4.995	42.01	75	31.57
20132	121	VALUP	60,530	267,842	4.425	40.08	61	24.32
20133	121	VALUP	80,017	234,500	2.931	36.10	58	21.07
20134	121	VALUP	135,883	291,142	2.143	40.76	64	26.15
20141	121	VALUP	187,041	391,842	2.095	45.51	79	35.98
20142	121	VALUP	87,282	399,124	4.573	51.50	70	36.25
20143	121	VALUP	93,695	401,703	4.287	46.79	77	36.09
20144	121	VALUP	76,820	346,561	4.511	45.75	68	31.13
20151	121	VALUP	80,497	353,951	4.397	46.16	70	32.50
20152	121	VALUP	110,877	384,199	3.465	47.18	74	34.89
20153	121	VALUP	168,796	412,045	2.441	49.68	74	37.01
20154	121	VALUP	91,707	370,370	4.039	51.42	65	33.27
20161	121	VALUP	141,139	449,403	3.184	55.60	74	41.27
20162	121	VALUP	121,896	397,395	3.260	54.07	67	36.09
20163	121	VALUP	134,874	404,050	2.996	53.40	68	36.30
20164	121	VALUP	49,080	394,323	8.034	48.74	73	35.42
20171	121	VALUP	119,416	455,370	3.813	54.96	76	41.82
20172	121	WOODS	98,365	399,499	4.061	50.81	71	36.28
20173	121	WOODS	202,650	413,288	2.039	51.17	73	37.13
20174	121	WOODS	101,779	462,631	4.545	54.72	76	41.56
20181	121	WOODS	138,949	459,120	3.304	58.65	72	42.16
20182	121	WOODS	114,667	460,000	4.012	58.14	72	41.78

ENDNOTES: 1. FACTOR USED TO ADJUST TAXABLE TO GROSS REVENUES. AREA FACTOR USED IF PROPERTY DOES NOT PROVIDE GROSS. TAXABLE IS 89% OF GROSS STATEWIDE. 2. A NUMBER OR A 'Y' INDICATES QUARTERS REVENUES ARE ESTIMATED. 3. ESTIMATED AVERAGE DAILY RATE (IE 60-85% OF RACK SINGLE) 4. Occupancy derived from calculated roomnights sold (gross room revenues divided by Average Daily Rate), divided by roomnights available. 5. Total REVENUES Per Available Room per day, or 'REVPAR'; Prepared from State Comptroller, chain directories and private records. INCLUDES ALL QUARTERLY REPORTS EXCEEDING \$35,000 (OTHERWISE OMITTED).

PERIOD: TWELVE MONTHS ENDING JUNE 30, 2018
HOTEL MARKET: HOLIDAY EXPRESS HOTELS BUILT IN TEXAS METROS, POST 2012 OPENING

BRAND	#*	RMS	%	EST.	%	\$	%	EST.	\$	EST.	\$
	HTL	000S	RMS	000S	RNS	000S	AMT	%OCC	RATE	RPAR	
CHAINS											
HOLID EXP	36	3.3	100.0	826	100.0	91,851	100.0	69.3	111.19	77.10	
TOT MARKET	36	3.3	100.0	826	100.0	91,851	100	69.3	111.19	77.10	

* All figures annualized. Includes taxed and est non-tax room revenues.
Independents are categorized by price: \$100+, \$60-99.99, and under \$60)



ABOUT SOURCE STRATEGIES

Source Strategies, Inc. is the leading hotel consultant in Texas, providing Financial Feasibility Studies, Appraisal Market Packages, Litigation Support and Data Analysis. Source publishes extensive market and individual hotel statistics: the Hotel Performance Factbook, the Hotel Brand Report and the Hotel Markets Report.

Source Strategies maintains the most accurate and comprehensive Texas hotel database, covering 98% of all hotels. Source is the *only provider of individual, hotel-by-hotel data*, trends and financial projections in Texas.

Bruce Walker, Todd Walker, Douglas Sutton, Paul Vaughn and Amanda Sykes are the team behind the Source Strategies hotel consultancy, with over 100 years of hospitality industry experience.

Source data is based on the Texas State Comptroller audited tax files for the period of 1980 to the present, making it more accurate than voluntary samples. Source researches and writes over 100 Hotel Financial Feasibility Studies annually – a key part in the underwriting of \$1 billion in new hotel investment. Beyond lenders and developers, Source's client list includes TxDOT and the Texas Governor's Tourism Office (1988 – 2016). Services detailed below and at SourceStrategies.org.

- ***The Texas Hotel Performance Factbook:*** Contains **every** hotel and motel's Revenue, REVPAR, Occupancy Numbers, etc. compared to last year and summarized by zip, city and metro. Factbooks contain 3-month data or 12-month data.
- ***Financial Feasibility Studies:*** Over 100 Hotel Feasibility Studies annually. Texas' lenders insist on a Source study because of the speed, accuracy and high value.
- ***The Hotel Brand Report:*** Newsletter that is the only industry source tracking each brand's performance, as well as product and price segments. Includes top 500 hotels every quarter.
- ***Hotel Markets Report:*** Geographic Breakdowns of Texas Markets – metro, county and city by quarter and by past 12 months.
- ***Appraisal Market Packages:*** Five- and ten-year market and individual property histories that show market and individual property trends.
- ***Litigation Support and Data Analysis:*** Almost any question can be analyzed and proved with the powerful Source database. Extensive testimonial experience.

Contacts us at (210) 734-3434 or visit SourceStrategies.org!

Bruce H. Walker, Chairman & Founder	bruce@SourceStrategies.org
Todd A. Walker, President & COO	todd@SourceStrategies.org
Douglas W. Sutton, Executive Vice President	doug@SourceStrategies.org
Paul J. Vaughn, Senior Vice President	paul@SourceStrategies.org
Amanda B. Sykes, Administration Manager	amanda@SourceStrategies.org

Endorsed by the Texas Hotel & Lodging Association

BRUCE H. WALKER

Bruce Walker is the founder and chairman of Source Strategies, Texas' leading hotel consultancy. His experience includes working with some of the world's most recognizable consumer companies (Holiday Inn, Hampton Inns, Howard Johnson, Procter & Gamble, Crest, Secret, Scope, La Quinta). Bruce Walker leveraged his innovative marketing and branding work to develop Source Strategies into a key resource for the Texas lodging industry.

CAREER HIGHLIGHTS

- **1987-Present: Source Strategies, Inc.** Founder and Chairman. Practice includes 100+ hotel feasibility studies annually for individual developers. Maintain Database Texas hotels and motels. Litigation support and expert testimony. Publisher and writer of *The Hotel Brand Report*, the *Texas Hotel Performance Factbook* and the *Texas Hotel Markets Report*.
- **1986-1987: La Quinta Motor Inns, Inc.** Senior Vice President, Marketing. Repositioned brand with the ad campaign "Just Right Overnight," new corporate logo, extensive couponing and premium-quality king rooms.
- **1984-1985: Portel Videotex Network.** President. Home-banking, home-shopping start-up.
- **1976-1983: Holiday Corporation.** Vice President, Marketing (1975-79), President of Subsidiaries (1979-82), Senior Vice President, Central/Strategic Planning (1980-83). Initiated the first hotel frequent traveler's program, and the classic ad campaign, "The Best Surprise is No Surprise." Developed and launched the Hi-Net satellite reception network to Holiday Inn hotels (HBO, CNN and ESPN). Created prototypes and strategic plans for new chains Hampton Inns and Embassy Suites, and recommended sale of Holiday Inn chain (sold 1989 to Bass PLC).
- **1969-1975: Howard Johnson Company.** Assistant to the President, Director Disney World Development, Director Restaurant Marketing.
- **1964-1968: Procter & Gamble Company.** International Brand Manager. Introduced Scope, Secret and Crisco Oil into Canada; Crest and Tempo into the United Kingdom.

EDUCATION

- **Amherst College, BA, 1961, Economics. Harvard Business School, MBA, 1963.**
- Boston Consulting Group seminars.
- Hotel/Motel Valuation and Investment Seminar, April 1992. Appraisal Institute

PUBLICATIONS AND SEMINARS

- **The Appraisal Journal: *New Option in Hotel Appraisals: Quantifying the Revenue Enhancement Value of Hotel Brands.*** 2012. Co-written with Doug Sutton.
- **The Cornell Quarterly, "What's Ahead: A Strategic Look at Lodging Trends."** 1993
- **Hotel & Motel Management, "Hoteliers Should Examine Hotels' Life Cycles."** 1994
- *Hotel Brand Report*, written and published quarterly since 1987.
- Speeches to Urban Land Institute, Appraisal Institute, Real Estate Counseling Group of America, Texas Hotel & Lodging Association, O'Connor & Associates, and metro hotel associations.

TODD ANDERSON WALKER

Todd Walker is the president of Source Strategies, Inc. and has served over 20 years as the main communicator to Source clients. He has authored over 800 hotel studies for Texas developers and lenders equating to approximately \$750 million in capital projects annually since 2005.

CAREER HIGHLIGHTS

- **1994 – Present: Source Strategies, Inc.** President (2016-present), Senior Vice President, (1997-2016). Major contributor to Source Strategies in its achieving market status as the largest supplier of Hotel Financial Feasibility Studies to Texas' developers and lending institutions. Completed over 800 Financial Feasibility Studies successfully, encompassing over thirty different brands now operating successfully in Texas, New Mexico, Louisiana, Kansas, Colorado, Oklahoma and other states. Studies include major and local market assessments and projections, proposed hotel's revenue generation, ten-year cash flow forecasts and the projection of return on capital investment.

Responsible for sales and operation of Source Strategies' publications, including the *Texas Hotel Performance Factbook* and the *Hotel Brand Report* newsletter. Contributes as analyst, writer and editor to *Hotel Brand Report* newsletter and the *Texas Hotel Performance Factbook*, including 'Results from 1995, 2004, & 2005: Limited Service Dominates' (2005), 'First Quarter 2004, The Best Increase Since the Year 2000' (2004), 'Age Matters, Size Matters' (2005).

Provides litigation support, analysis and strategy for hotel litigation and testimony.

- **1997: Toronto Globe & Mail Newspaper.** Assistant Editor of Business Publications. The Globe & Mail is Canada's national newspaper. Wrote business articles and edited publications. Edited *InfoGlobe*.

EDUCATION

- **University of Toronto.** Bachelor of Arts with Honors in English and History, 1994.

DOUGLAS W. SUTTON

Doug Sutton is Executive Vice President of Source Strategies, Inc. and the lead analyst in the practice.

CAREER HIGHLIGHTS

- **1996-Present: Source Strategies, Inc.** Executive Vice President developing hotel feasibility studies, proprietary Source Strategies database software development and maintenance, undertaking complicated analytical studies and writing for Source publications.

Completed over 800 Financial Feasibility Studies successfully, encompassing over thirty-two different brands in Texas, New Mexico, Louisiana, Kansas, Nebraska, Iowa and Oklahoma. Studies include market assessments and projections, proposed hotel's revenue generation and ten-year cash flow forecasts and the projection of return on capital investment.

Responsible for programming and maintaining Source database of Texas hotels and motels.

Contributing analyst and writer to *Hotel Brand Report* newsletter and the *Texas Hotel Performance Factbook*, including 'Hot Brands & Dying Brands', 'Development Since 9/11: Winners & Losers', 'Higher Priced Brands in Turmoil, Mid-Priced Brands Prosper'.

Provides in-depth and extreme analysis and strategy for hotel litigation and testimony.

- **1994-1996: University Health System, San Antonio.** Decision Support Analyst. Provided data analysis to all levels of hospital management. Prepared numerous medical studies, grant support documents, cost-analysis studies, staffing studies, and other decision support analysis. Developed vertical software applications to allow departments to track and study their individual patient populations.
- **1987-1994: Systems IV Professionals, Inc.** President. Consulting firm specializing in data analysis and customized software development utilizing *FOCUS* database software. Created major applications, including a long distance network analysis system for a major carrier; system allowed the carrier to determine the effect of various network changes before implementation to facilitate selection of the most cost efficient network possible.
- **1983-1987: United States Air Force.** Captain and Information Services Officer, **Directorate of Special Weapons, Kelly AFB, Texas.** Duties included writing and maintaining software to manage the Air Force Nuclear weapons arsenal, tracking nuclear component parts and supplies, and acquisition and installation of major secure computer network.

EDUCATION

- **Troy State University.** Bachelor of Science in Computer and Information Science, 1983.

PUBLICATIONS AND SEMINARS

- **The Appraisal Journal: *New Option in Hotel Appraisals: Quantifying the Revenue Enhancement Value of Hotel Brands.*** 2012. Primary analyst and co-author.
- Numerous articles for the *Hotel Brand Report* newsletter.

PAUL J. VAUGHN

Paul Vaughn is a business technology consultant and writer and has consulted for businesses from manufacturers to retailers, non-profits to law firms, for more than 25 years. He has extensive experience working with data of all types and developing database-driven web sites.

CAREER HIGHLIGHTS

- **2016 – Present: Source Strategies, Inc.** Senior Vice President with extensive knowledge of database management, industry analysis and methodology. Developed and managed Source Strategies website.
- **2009 – 2016: Sanford-Brown College.** Department Chair for the Technology programs including *Visual Communications, Web Design & Development, Internet Marketing and Information Technology*. Responsible for hiring and managing instructors, retaining and mentoring students, marketing programs, and teaching courses.
- **2001 – 2016: Dingus Design.** Principal. Major projects with a variety of clients including Source Strategies, LumiQuest (international marketing campaign in print and on the web), Digital Pro Lab (managed transition from Photo Express to Digital Pro Lab branding), Wilshire Homes, Fotoseptiembre USA international photography festival (created database-driven website), City of San Antonio Office of Cultural Affairs (launched city's *Fall Arts Festivals* web site), Zeitgraph (launch of Steelhouse Lofts website) and many more. Provided business technology consulting and training.
- **2008 – 2011: Southwest School of Art.** Adjunct Technology Instructor.
- **2001 – 2009: San Antonio Express-News / MySanAntonio.com.** Wrote weekly technology column for the Sunday Business section of the newspaper.
- **1993 – 2001: River City Silver – Photo & Digital Imaging.** Director of Digital Services – Managed transition from traditional photographic workflow to digital workflow. Worked with clients including the San Antonio Convention & Visitors Bureau, The Adkins Agency, Anderson Advertising, Goodman Sign Art and the UT Health Science Center.
- **1988 – 1993: Quest Productions.** Production Manager – Designed and produced corporate presentations for clients including Valero, USAA, Kinetic Concepts and Procermex.

EDUCATION

- **Texas State University,** Bachelor of Fine Art in Graphic Communications, 1988.
- **Center for Excellence in Education (CEE),** Various courses on management, technology and training, 2010-2015.
- **Adobe Certified Expert,** Dreamweaver and Contribute

AMANDA B. SYKES

Amanda Sykes is the Administration Manager of Source Strategies. She brings a business and accounting background to ensure that all account issues and contacts are handled efficiently and professionally.

CAREER HIGHLIGHTS

- **2006-Present: Source Strategies, Inc.** Responsible for sales and operations of Source Strategies' publications, duties include *Texas Hotel Performance Factbook* and *Hotel Brand Report* newsletter. Manage Accounts Receivables, billing and collections.

Contributes as analyst, writer and editor to *Hotel Brand Report* newsletter and the *Texas Hotel Performance Factbook*.

Maintains AP, AR, publication delivery and verification of the Source database.

- **2003-2005: Valero Energy Corporation.** Associate Accountant.

EDUCATION

- **Southern Methodist University, Bachelor of Business Administration, 2001.**
- **Southern Methodist University, Masters of Science in Accounting, 2002.**

FINANCIAL FEASIBILITY STUDIES

SAMPLE PROJECTS

AmeriSuites

- Austin NW
- College Station
- Denton
- Fort Worth Stockyards
- San Antonio
- Waco

Baymont Inn

- Katy Area
- New Braunfels

Best Value

- Houston
- Houston SW
- San Antonio
- Waller

Best Western Inn & Suites

- Addison
- Andrews
- Big Spring
- Bridgeport
- Cameron
- Cleveland
- Copperas Cove
- Dickinson
- Franklin
- Hallettsville
- La Grange
- Lake Dallas
- Laredo
- Levelland
- Lumberton
- Pearsall
- Pilot Point
- Rosenberg
- Schulenberg
- Temple
- Tomball
- Wakeeney, KS

Candlewood Suites

- Beaumont
- Irving DFW
- Friendswood
- Houston Westheimer
- San Antonio Toyota
- San Marcos
- Temple
- Wichita Falls

Clarion Hotel

- O'Brien San Antonio

Comfort Inn & Suites

- Fredericksburg
- Navasota
- Pampa
- Pharr
- Bay City
- College Station
- Copperas Cove
- Deer Park
- Elmendorf
- Georgetown
- Katy Area
- Hobbs, NM
- Longview
- Pasadena
- Quanah
- San Antonio
- San Antonio North
- Sugarland
- Longview
- Webster

Country Inn & Suites

- Arlington

Econo Lodge

- Dallas
- Lake Charles
- Port Arthur
- Texas City

Embassy Suites

- Laredo
- Lubbock
- McAllen

Fairfield Inn by Marriott

- Livingston
- Laredo
- San Marcos

Hampton Inn & Suites

- Austin Pecan Park
- Austin Ben White
- Cedar Park
- Corpus Christi
- Del Rio
- Galveston
- Gainesville
- Greenville
- Hillsboro
- Katy Area
- Houston Beltway 8
- Greenville
- Nipomo, CA
- Rosenberg
- Seguin
- Schertz
- South Austin
- Texarkana
- Waxahachie

Hawthorn Suites Ltd

- Marble Falls

Hilton Hotel

- Fort Worth CC

Hilton Garden Inn

- Amarillo
- Corpus Christi
- Granbury
- Houston Beltway 8
- Killeen
- Odessa
- New Braunfels
- Temple



Sample Projects Continued

Holiday Express

- Odessa
- Alvarado
- Amarillo
- Atlanta
- Austin
- Buda
- Cameron
- Center
- Cleburne
- Corsicana
- Desoto
- Galveston
- Gatesville
- La Grange
- La Porte
- Lampasas
- Manvel
- Pearland
- Orange
- San Antonio I-10 West
- San Antonio Toyota
- San Marcos
- Sherman
- Texarkana
- Wichita Falls

Holiday Inn

- Austin (Select)
- Dallas North
- Frisco
- San Antonio

Homewood Suites

- Houston Katy Freeway
- Norman, OK
- Marble Falls
- McAllen
- Odessa
- New Braunfels
- Waco
- Wichita Falls

Independent Hotels

- St. George, Marfa
- Crescent Hotel, New Orleans
- Dacoma Inn Houston
- Executive Inn Tyler
- Fairmont Hotel San Antonio
- First Choice Inn Grand Prairie
- Garden Inn San Antonio
- Killeen Inn
- Laredo Inn
- Luxury Suites Canton
- Palms Hotel South Padre
- Palace Inn Houston
- Passport Houston
- San Antonio Inn & Suites

Hotel Indigo

- Alamo Plaza San Antonio

La Quinta Inn & Suites

- Boerne
- Cedar Hill
- Gun Barrel City
- Keene
- Palestine
- Pasadena
- Pearland
- Rockwall
- San Antonio
- San Antonio I-10W
- San Antonio Toyota
- Seguin
- Tomball

Marriott Hotel

- Dallas Convention Center
- Colorado Springs CC
- JW Marriott, Houston

Quality Inn & Suites

- Katy
- San Antonio East
- Waco

Red Roof Inn

- Katy Area
- Pharr
- Stafford
- Temple

Staybridge Suites

- San Antonio
- South Padre Island

Studio 6

- Bay City
- Tyler
- Winnie

Super 8

- Austin East
- Beaumont
- Conroe
- Copperas Cove
- Fort Stockton
- Humble
- Killeen
- Livingston
- Pharr
- Plainview
- Rosenberg
- San Antonio South

TownePlace Suites

- Killeen
- Universal City

Travelodge

- Killeen
- San Antonio

Westin

- San Antonio Riverwalk

Wingate Inn & Suites

- Odessa
- San Antonio

SAMPLE STUDIES, DATA AND LITIGATION SUPPORT

1. Contracted by the Texas' Governors Office of Economic Development, Tourism Division (1988 – 2016) to assess Texas tourism promotion efforts and to aid in marketing Texas.

2. Provided over 1,000 ten-year custom local hotel market histories to MAI appraiser clients (Appraisal Market Packages).

3. Developed numerous competitive REVPAR performance studies versus local area market averages. This unique analysis technique highlights trends and deviations in performance, regardless of market movement; a REVPAR index versus market average shows how well a property has performed. By limiting study to a single variable, truly scientific conclusions can be made as to cause and effect.

Deviations from trend can be related to specific, causal events such as management problems or outside influence (e.g. new highway construction, brand change, new competition); if there is no effect from an event, studies confirm the absence of any impact). If there is an effect, the degree is measurable and apparent. This study approach is among Source's most important work, frequently the basis for expert witness testimony by Source's principal Bruce Walker.

Examples of major studies include: a) the (lack of) induced demand from opening large North hotels in Texas, 1980 through 2003; b) the impact of adding a second luxury hotel of the same brand in a local market, or removing a hotel of the same name, on the performance of the pre-existing property; 3) Studies to separate and quantify hotel Business Value - and the separate Real Estate Value - for tax assessment disputes. The most important study here was to determine the average revenue effect of adding or removing the "Marriott Hotel" name to numerous hotel properties from 1980 through 1995. Source Strategies has produced values for the Marriott Austin hotel and the Marriott Rivercenter hotel San Antonio, both with- and without- the Marriott name for real property tax disputes. Clients included USAA, the Bexar County Appraisal District, and Texas Department of Transportation (TxDOT).

Frequent litigation clients have included the TxDOT through Texas Attorney General's Office for condemnation valuation and damage cases (Days Inn Houston I-45N, Motel 6 Ft. Worth, Holiday Inn Houston I-45N, La Quinta Houston I-45N, Holiday Inn Lubbock, Austin Hawthorn Suites South, Chariot Inn, Malibu Grand Prix, Dallas Sheraton, San Antonio Holiday Select Airport, Coit Towers Hotel Dallas, Erie County PA Hotel Owners vs. Convention Authority, Bandera Motel San Antonio), USAA, Bexar County Appraisal District, Capital Income Properties (Hilton Nassau Bay, Austin Marriott North), American Liberty, Dosani Brenham Inn, Wes-Tex Management El Campo. Hospitality (Homeplace Inn), Ramada Bannister Austin (lock manufacturer), Rodeway Inn I-10 West (bank's non-funding of a committed loan), Homer J. Rader, and Siu Ft Worth and San Antonio Inn (bankruptcies), Holiday/Clarion (loss due to change of brand), United Fire (Wingate McAllen performance due to construction issues), Hyatt Regency San Antonio (arbitration re: introduction of second Hyatt in CVB), Drury Inn Riverwalk.

4. Numerous studies to determine the effect on revenues and cash flow of brand name alternatives, whether in new builds or in changing to or from a brand name. This technique is used extensively in feasibility work to predict revenue performance of new hotel projects under various brand name alternatives.

5. Represented Host Marriott before Real Estate Tax Appeal Board, Virginia.

6. Drafted national lending guidelines for Heller Small Business Finance for lodging projects under \$5 million.

7. Presentations to bank lending committees to explain the economics of the lodging industry, particularly the effect of market demand and supply, equilibrium occupancy, cost structures, and the effect of brand name on REVPAR and ROIC.

8. Analysis of alternative markets to determine their potential for new lodging: alternative metro areas, alternative sites, and strategically, for an expanding chain.

9. Consumer intercept and secondary data studies, including the effect of a new hotel or a potential name change.

Methodology of Texas Hotel/Motel Reports

Texas Hotel/Motel Quarterly Reports are prepared on a custom basis for private and public clients. Reports are prepared by Source Strategies of San Antonio, Texas, based on the SSI proprietary database.

Data sources include the following:

Room Revenues: State of Texas Comptroller records are the source of taxable and gross room revenues for all properties. All properties exceeding \$36,000 in the current quarter are included; allowing the Source Strategies database to cover. As a 98% of Texas lodging industry market.

Gross room revenues (including Non-taxable) were reported to the Comptroller starting in the third quarter of 1990. To account for the missing non-taxable revenues prior to the third quarter of 1990, Source Strategies increases each individual property's taxable-only, reported revenues by variable factors averaging 12% to reflect this untaxed volume (e.g. government business, over 30-day stays, charitable and educational purchases).

Starting in the third quarter of 1990, hotels and motels were required by the Texas Comptroller to report both taxable and gross room revenues. Approximately 80% of properties usually comply, allowing the development of adjustment factors for all hotels and motels, even if only taxable revenues are reported. For example, taxable room revenues are adjusted accordingly higher if a hotel reports only taxable revenues (i.e. where taxable equals gross room revenues).

Properties that make no report or only partial reports are estimated based on the taxable and gross revenues of the past five quarter trends and performance of similar hotels. If and when they subsequently report accurately, their actual revenues 'overwrite' our estimates.

Room Counts: these are checked annually in chain directories, the Texas American Automobile Association Tour Book, brand websites and telephoning to hotels; properties checked account for approximately 80% of revenues. For independent properties too small to be listed, the room counts reported to the state are used (unless they appear unreasonable; if so, a telephone contact is made).

As a result, the 'CHAIN' occupancies and room counts appear to be very close to 'actual', while independent room counts could be slightly overstated. Reports are split into CHAIN and INDEPENDENT categories.

Average Daily Rates are estimated with the aid of financial reports, appraisers, private S.S.I. surveys, chain and AAA directories and another reliable industry database.

Room-nights sold are derived from the above revenues, divided by Average Daily Rates. Room-nights available are calculated from Room Counts (times days in the period).

Occupancy is calculated from room-nights sold and room-nights available. All occupancy figures reported represent fully weighted averages, as calculations are always made after sub-totaling or totaling room-nights sold and room-nights available.

"CHAINS" are defined as one of the "Top 70+" brands, and include the following names: Four Seasons, Gaylord, Westin, ZaZa, W, Hilton, Hyatt, Inter-Continental, Marriott, Omni, Renaissance, Wyndham, Embassy, Homewood, Residence, Staybridge, Clarion, Courtyard, Crowne Plaza, Indigo, Doubletree, Hilton Garden Inn, Holiday Inn, Radisson, Sheraton, Candlewood, Comfort Suites, Hawthorn, Quality Suites, SpringHill, TownePlace, Baymont, Best Western, Comfort Inn, Country Inn, Drury, Fairfield, Hampton, Holiday Express, La Quinta, Wingate, Budget Suites, Extended Stay America, Intown, Value Place, Studio Plus, Studio 6, Best Value, Days, Econo Lodge, Howard Johnson, Microtel, Motel 6, Quality Inn, Ramada, Red Roof, Super 8, Home2 Suites and Tru.

Accuracy: Room counts and Room Revenues are within 2%. On an overall basis, the change in average daily rates reported by Source Strategies Inc. have typically been within a few tenths of one-percent of other private research firms operating in the Texas market.

Voigt Associates, Inc.

Professional Traffic Engineers
Texas Registered Firm F-5333

2611 Garnet Court
Pearland, Texas 77584
832.264.0429
tony@voigtassociates.com

October 4, 2018

Mr. Dimple Patel
NilVarni LP
5450 Vista Road
Pasadena, TX 77505

RE: Traffic Impact Assessment
Holiday Inn Express, 711 Fairmont Parkway, La Porte, Texas

Dear Mr. Patel,

Voigt Associates, Inc. is pleased to present this brief traffic impact assessment for the proposed Holiday Inn Express hotel development located on the southeast corner of Fairmont Parkway at 7th Street in La Porte, Texas. The hotel is proposed to have 105 rooms and is slated to be open mid-2019, depending on market conditions and agency approvals.

Exhibit A1 (attached) shows the project location. Exhibit A2 shows the proposed site layout and Exhibit A3 shows the proposed site layout on an aerial view with access points denoted. The proposed site plan shows that the development will have a shared driveway to the west with the US Post Office which provides access to the traffic signal at Fairmont Parkway and 7th Street. A new driveway is proposed with direct access to the site 55' east of 7th Street and will be approximately 24' in width with 20' radii. No access to other public streets with site frontage (6th Street or K Street) is proposed.

This traffic analysis focuses on generating an estimate of the trip generation characteristics of the hotel development, as well as a qualitative assessment the impact on level of service at the signalized intersection of Fairmont Parkway at 7th Street. This report is a brief technical memorandum of the results of the assessment and includes study findings and discussion.

The area around the proposed development is largely built-out along Fairmont Parkway, but a few smaller tracts exist for development east of the site. Fairmont Parkway features existing commercial and retail land use adjacent to the right-of-way, with single family residential north of Fairmont Parkway and Bay Forest Golf Course to the south.

The regulatory speed limit on Fairmont Parkway is currently 35 miles per hour. Fairmont Parkway is a four-lane boulevard roadway with 30' raised median and curb and gutter drainage. There are no apparent sight distance restrictions at the proposed driveway from which the hotel development will take access, but the two oak trees (if they remain) may need to be trimmed to ensure good visibility (no limbs hanging below 7 feet in height).

Trip Generation/Distribution

Using the Institute of Transportation Engineers' *Trip Generation Manual* (10th Edition), the site is estimated to generate 758 trips during a 24-hour period of a typical weekday and the following number of trips in the peak hours:

Voigt Associates, Inc.

Professional Traffic Engineers

Mr. Dimple Patel

October 4, 2018

Page 2 of 3

- Weekday AM Peak Hour:
 - Total: 47 trips
 - Entering: 28 vehicle trips; Exiting: 19 vehicle trips
- Weekday PM Peak Hour:
 - Total: 53 trips
 - Entering: 27 vehicle trips; Exiting: 26 vehicle trips

ITE Land Use 310 (Hotel) was used to estimate trip generation characteristics of this hotel. Land Use 310 includes hotels with full-service offerings (conference facilities, restaurants, lounges, etc.) which the proposed Holiday Inn Express does not offer as a limited service hotel. Therefore, it is likely that the trip generation of the proposed Holiday Inn Express may be lower than the standard trip generation offered by ITE. For example, a “Business Hotel” with more limited service would have 456 daily trips (228 in/228 out), only 41 AM peak hour trips and only 34 PM peak hour trips.

Hotels generally experience their peak traffic volumes on a weekday morning between 8:30 and 9:30 AM and on a weekday afternoon between 3:15 and 4:15 PM – both outside of the typical peak hour patterns for commuter traffic (7-8 AM and 5-6 PM).

Turn Lane Requirements

We would assume that most trips would come to the site (and leave from the site) to go west to SH 146. If 90% of trips come from and go to the west the number of vehicles leaving the site in the morning (assumed to turn at the traffic signal at 7th Street) would be in the 20-25 vehicles per hour range – likely not of a volume to significantly impact the traffic signal operations at Fairmont Parkway at 7th Street. Conversely, if most of the traffic enters the site at the proposed driveway, those right turning volumes going eastbound on Fairmont Parkway would be in the 25 vehicles per hour range, with about 60 vehicles per hour or more to consider construction of a right turn deceleration lane on a 35 mile per hour facility (per TxDOT guidelines).

Conclusions & Discussion

Based on a review of the proposed site plan, the proposed access locations and intensity of traffic expected to be generated, the conclusions of this study are as follows:

- The trip generation of 105 hotel rooms is relatively low with only 47 trips (28 trips in and 19 trips leaving) generated in the morning peak hour and 53 trips (27 trips in and 26 trips out) generated in the afternoon peak hour.
- The additional trips due to the proposed hotel will only marginally impact delays at the Fairmont Parkway at 7th Street traffic signal and should not result in significant changes in level of service at the intersection.
- The right turns into the main site shared driveway on Fairmont Parkway will not be of a magnitude to warrant construction of a right turn deceleration lane.

Voigt Associates, Inc.

Professional Traffic Engineers

Mr. Dimple Patel

October 4, 2018

Page 3 of 3

- No other off-site improvements appear to be necessary to accommodate site-related traffic flows given existing capacity and traffic volumes.
- If the two oak trees will remain adjacent to the proposed site driveway on Fairmont Parkway, trim limbs so that no limb is lower than 7' from ground level to ensure adequate sight distance from the driveway.

Voigt Associates appreciates the opportunity to assist you with this project. If you have any questions about the analysis or the results of this report, please feel free to contact me at 832-264-0429.

Sincerely,



Anthony Voigt, P.E., PTOE
Principal

Attachments:

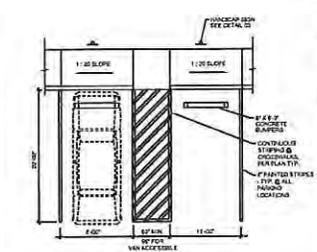
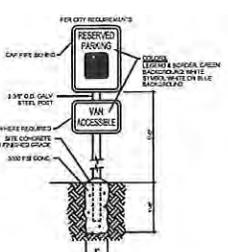
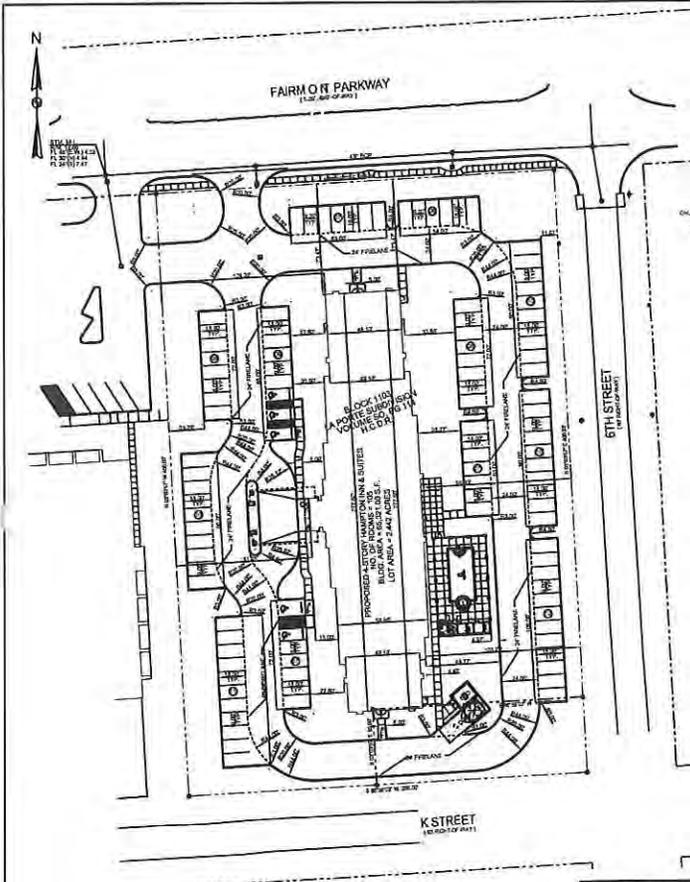
Exhibits

Trip Generation Projections





Exhibit A1. Proposed Site Location.



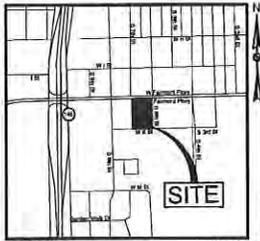
FOUR & STORY HAMPTON INN & SUITES
NO. OF ROOMS = 138
TOTAL PARKING REQUIRED = 138 SPACES

TYPE OF ROOM	HOTEL	TOTAL
4 & 5 STORY	138	138
TOTAL	138	138

NOTE: DIMENSIONS FOR PARKING SPACES AND SIGNAGE SHALL BE AS SHOWN ON THESE DETAILS.

LEGEND

Symbol	Description
Circle with 'P'	General Parking
Circle with 'V'	Van Accessible
Circle with 'W'	Wheelchair Accessible
Circle with 'R'	Reserved
Circle with 'S'	Service
Circle with 'D'	Drop-off/Pick-up
Circle with 'B'	Bus
Circle with 'T'	Taxi
Circle with 'C'	Car
Circle with 'M'	Motorcycle
Circle with 'H'	Handicapped
Circle with 'A'	Automobile
Circle with 'B'	Bus
Circle with 'T'	Taxi
Circle with 'C'	Car
Circle with 'M'	Motorcycle
Circle with 'H'	Handicapped
Circle with 'A'	Automobile



GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITIONS OF THE CITY OF LA PORTE, TEXAS.
- CONTRACTOR SHALL PROVIDE AS-BUILT PLANS TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGES TO THE PLANS THAT HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL NECESSARY WORKING CLEARANCES FOR ALL UTILITIES, WATER MAINS, SEWER LINES, AND PROTECTIVE FENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LA PORTE, TEXAS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL NECESSARY WORKING CLEARANCES FOR ALL UTILITIES, WATER MAINS, SEWER LINES, AND PROTECTIVE FENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LA PORTE, TEXAS.
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FIRELANE STOPPING SPECIFICATIONS AND REQUIREMENTS

THE ACCESS ROADWAY AND/OR FIRE LANE SHALL BE STOPPED ON A PAVED SURFACE. THE ACCESS ROADWAY SHALL BE STOPPED WITH A 100' STOP SIGN AT LEAST SIX (6) FEET AWAY. FIRE LANE STOPPING SHALL BE STOPPED ON A PAVED SURFACE. THE ACCESS ROADWAY SHALL BE STOPPED WITH A 100' STOP SIGN AT LEAST SIX (6) FEET AWAY. FIRE LANE STOPPING SHALL BE STOPPED ON A PAVED SURFACE. THE ACCESS ROADWAY SHALL BE STOPPED WITH A 100' STOP SIGN AT LEAST SIX (6) FEET AWAY.

JOHNSON COUNTY SPECIAL UTILITY CENTER - 1-800-544-4377
JOHNSON COUNTY PUBLIC WATER DEPARTMENT - 817-253-2444
JOHNSON COUNTY PUBLIC UTILITY SERVICES - 817-253-2444

<p>GENERAL CONSTRUCTION NOTES:</p> <p>IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO NOTIFY, PROVIDE INFORMATION AND COORDINATE WITH THE CITY COUNTY UTILITY DEPARTMENT AND UTILITY COMPANIES REGARDING THE LOCATION, DEPTHS, SIZES AND ANY RELEVANT INFORMATION OF ALL PRELIMINARY AND UNDERGROUND UTILITIES INCLUDING GAS, FIBER OPTIC, COMMUNICATION CABLES AND THE LIKE, PRIOR TO PERFORMING ANY EXCAVATION, DEMOLITION, OR INSTALLATION OF UTILITIES RELATED TO THIS PROJECT.</p> <p>OWNER/DEVELOPER:</p> <p>PROJECT BY: [Name] PROJECT MANAGER: [Name] DESIGN COORDINATOR: [Name] PROJECT NO.: [Number] EXPIRES: [Date]</p>	<p>OWNER/DEVELOPER:</p> <p>PROJECT BY: [Name] PROJECT MANAGER: [Name] DESIGN COORDINATOR: [Name] PROJECT NO.: [Number] EXPIRES: [Date]</p>	<p>100% COMPLETE</p> <p>10/20/2008</p> <p>CONCEPTUAL SITE PLAN PROPOSED HAMPTON INN & SUITES BLOCK 1103 LA PORTE SUBDIVISION FAIRMONT PARKWAY / 6TH STREET CITY OF LA PORTE, TEXAS 2.442 ACRES</p> <p>CSP2</p>
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Table C1. Trip Generation

Trip Ends Calculation																
ITE Land use#	Land Use Description	Addtl. Desc.	Independent Variable			Use Curve or Rate?	avg. trips weekday 24hr	Percent		avg. rate phadj7-9a 1hr	Percent		avg. rate phadj4-6p 1hr	Percent		
			Sq. Feet	Other	Variable			enter	exit		enter	exit		enter	exit	
Holiday Inn Express																
310	Hotel	Holiday Inn Express	n/a	105	Rooms	Rate	8.36	50	50	0.47	59	41	0.6	51	49	
Trip Ends																
ITE Land use#	Land Use Description	Addtl. Desc.	Independent Variable			Use Curve or Rate?	total trips weekday 24hr	Vehicles		total trips phadj7-9a 1hr	Vehicles		total trips phadj4-6p 1hr	Vehicles		
			Sq. Feet	Other	Variable			enter	exit		enter	exit		enter	exit	
Holiday Inn Express																
310	Hotel	Holiday Inn Express	n/a	105	Rooms	Rate	758	379	379	47	28	19	53	27	26	
Internal Capture Rates																
Trip Generation:							Total pre-capture trips:	758	379	379	47	28	19	53	27	26
Weekday 0%							Total trips w/capture rates (rounded):	758	379	379	47	28	19	53	27	26
AM Peak 0%							New Trips on Roadway Network*	379	379		28	19		27	26	
PM Peak 0%							Percent entering/exiting:		50%	50%		59%	41%		51%	49%
Pass By Trips																
Assumed: 0%																
										enter	exit		enter	exit		
Total Pre Capture, Pre Pass By Trips:										AM Peak:	28	19	PM Peak:	27	26	
Total Trips Captured Within Development:										AM Peak:	0	0	PM Peak:	0	0	
Total Pass-By Trips on Roadway Network:										AM Peak:	0	0	PM Peak:	0	0	
Total New Trips on Roadway Network:										AM Peak:	28	19	PM Peak:	27	26	



AERIAL MAP

SCUP
18-9100014

711 Fairmont Pkwy.

Legend

 Subject Property

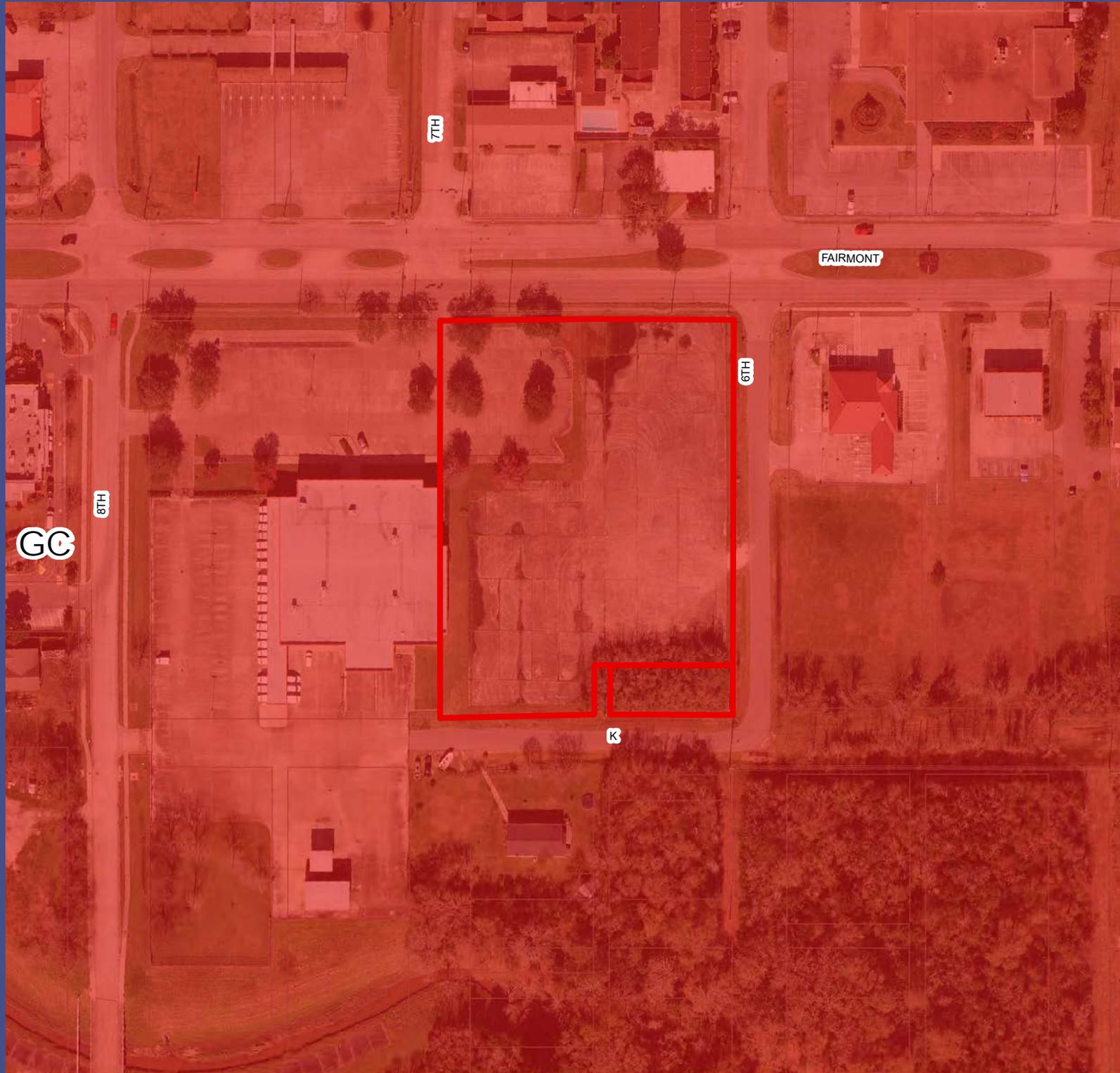


This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 137 feet



NOVEMBER 2018
PLANNING DEPARTMENT



ZONING MAP

SCUP

18-91000014

711 Fairmont Pkwy.

Legend

 Subject Property

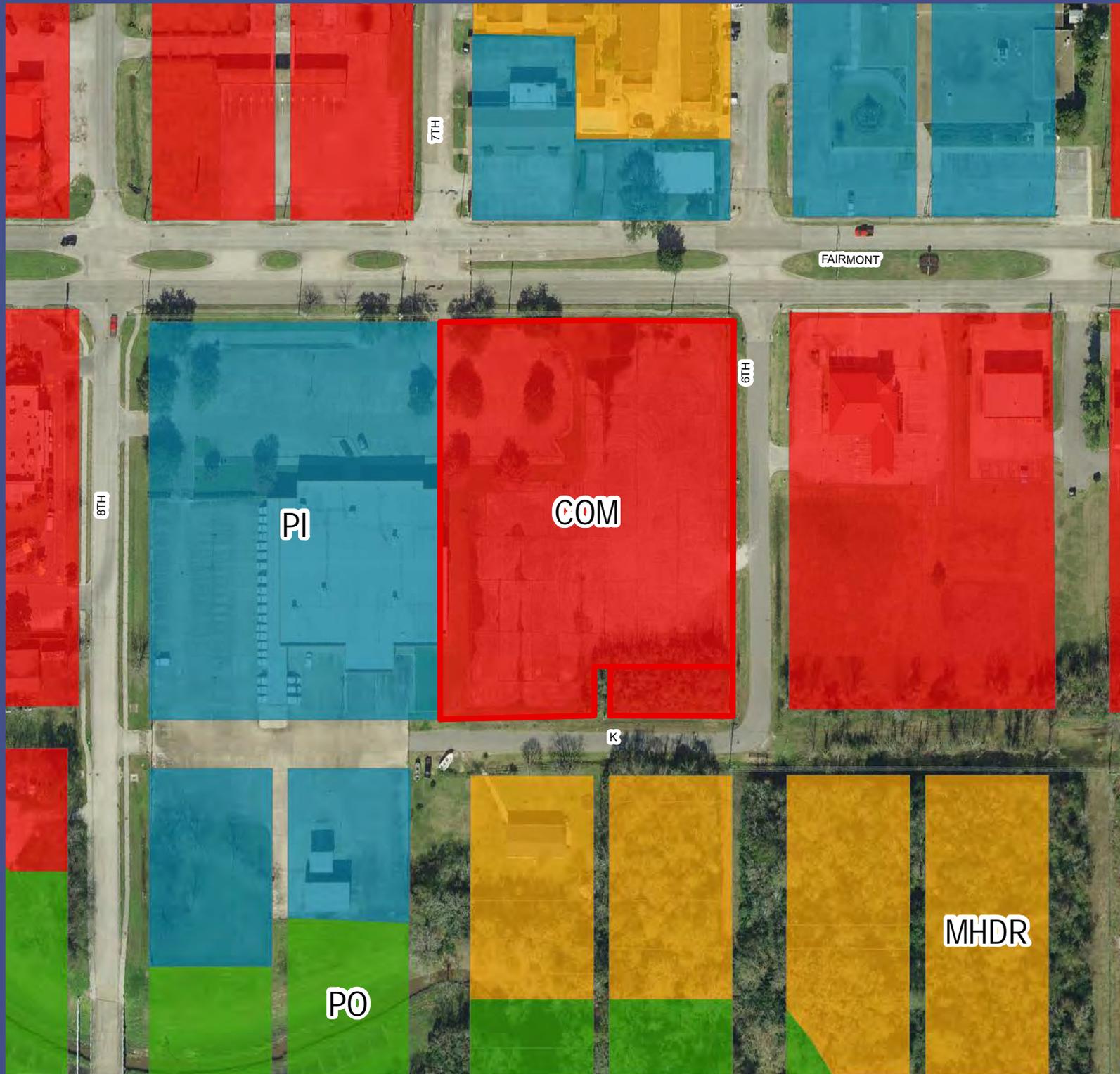


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1 inch = 137 feet



NOVEMBER 2018
PLANNING DEPARTMENT



FLUP MAP

SCUP

18-91000014

711 Fairmont Pkwy.

Legend

 Subject Property



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1 inch = 137 feet



NOVEMBER 2018
PLANNING DEPARTMENT

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 10, 2018

Requested By: Rosalyn Epting, Parks Director

Department: Parks & Recreation

Report: _____ Resolution: _____ Ordinance: _____

Exhibits: HOA Playground Photo
Woodfalls Park Aerial
GameTime Quote
GameTime Playground Layout

Appropriation

Source of Funds: 015

Acct Number: 015-8080-552.46-53 PR0009

Amount Budgeted: \$70,300

Amount Requested: \$52,941.18

Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

During the budget process there was discussion regarding adding a playground to Woodfalls Park. One of the reasons this playground was requested was due to the condition of the HOA playground approximately one block to the north. Since that time, the HOA has replaced their main piece of equipment. A picture of their playground has been included as an exhibit. In light of the new piece of HOA playground equipment, this discussion item is to determine whether Council would like to move forward with adding a new playground at Woodfalls Park.

If a new playground is installed at Woodfalls Park, then 2 picnic tables, 2 barbecue pits, a tree, and 6 parking spaces would be removed. An aerial of this area had been included as an attachment. If the decision is to move forward with a new playground, staff is requesting approval of the GameTime quote for \$52,941.18. GameTime is a buy Board Vendor through Contract #512-16. The quote and a rendering of the new playground have been attached. Note that by adding the three pieces of playground equipment, this would also establish a drug-free zone in that area.

There is currently \$70,300 budgeted for the playground equipment and any additional ground work. The remaining funds will be used for removing 2 picnic tables, 2 barbecue pits, and 2,080 square feet of concrete. The funds would also cover installing 1 handicap ramp, 325 square feet of 4" sidewalk, and 65 linear feet of curb.

Action Required by Council:

Discussion and possible action regarding playground equipment at Woodfalls Park in the amount of \$52,941.18 from GameTime.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



Designated Area for Playground

Remove



Driftwood Dr

Spring Wood Dr





A PLAYCORE COMPANY

by Total Recreation Products, Inc.
17802 Grant Road Cypress, Texas 77429
Phone: 281-351-2402
Toll Free: 800-392-9909
Fax: 281-351-2493

QUOTE
#82200

11/01/2018

TS-05071-18 [GRANT] Rev 2 City of La Porte - Wood Falls Park

City of La Porte
Attn: Scott Bradley
1302 S. Broadway
La Porte, TX 77571
Phone: 281-470-7275
BradleyS@laportetx.gov

Ship To Zip: 77301

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - TS-05071-18-2A3 (PT18036) Twilight 5-12 Unit	\$41,915.00	\$41,915.00
1	GRANT	Game Time - 2018 Grant Matching Funds	(\$15,718.12)	(\$15,718.12)
1	178749	Game Time - Owner's Kit	\$53.00	\$53.00
1	RDU	Game Time - PrimeTime Swing with (2) Belt Seats and (2) Tot Seats	\$2,965.00	\$2,965.00
1	3205	Game Time - Spinning Sensory Wave Seat	\$1,062.00	\$1,062.00
1	RDU	Game Time - Surfacing Accessories for Wood Falls Park - (1) Access Ramp (53) Playcurbs (1) Large Geo Roll (1) Small Geo Roll	\$4,119.00	\$4,119.00
1	W60893	GT-Impax - 131 Cubic Yards (2635 SF) of Engineered Wood Fiber Surfacing, Compacted to 12" Depth, Shipped to Zip Code 77571 - <i>Price includes discount of \$515.24 and Freight</i>	\$3,272.68	\$3,272.68
1	INSTALL	Game Time - Installation of Above Equipment and Surfacing - <i>No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.</i>	\$12,863.35	\$12,863.35

11/01/2018

Freight Calculated to Installer Address

SubTotal:	\$50,531.91
Discount:	(\$624.65)
Estimated Freight:	\$3,033.92
Total Amount:	\$52,941.18

GRANT MATCHING FUNDS ARE AVAILABLE THROUGH OCTOBER 31, 2018 OR UNTIL EXHAUSTION OF FUNDS.

100% funds match for payment in full at the time of your order.

Measurements are based on information received by outside parties. It is the customer's sole responsibility to verify plans before ordering.

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #512-16

Important Terms & Conditions - Please Review

To place an order, you must provide one of the following: a Purchase Order assigned to GameTime; or this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express. A current approved credit application is required for Net 30 terms.

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, blueprints, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications. Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities. If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

11/01/2018

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

Please complete and return with your required form of payment:

Acceptance of quotation:

Accepted By (printed): _____
Signature: _____
Title: _____
Facsimilie: _____

P.O. No: _____
Date: _____
Phone: _____
Purchase Amount: **\$52,941.18**

Order Information:

Bill To: _____
Company: _____
Attn: _____
Address: _____
City, State, Zip: _____
Contact: _____
Email Address: _____
Tel: _____
Fax: _____

Ship To: _____
Company: _____
Attn: _____
Address: _____
City, State, Zip: _____
Contact: _____
Email Address: _____
Tel: _____
Fax: _____

For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Wood Falls Park
City of LaPorte, TX



www.gametime.com



www.totalrecreation.net

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>December 10, 2018</u>
Requested By: <u>Jason Weeks, Asst. City Manager</u>
Department: <u>CMO</u>
Report <u> </u> Resolution: <u> </u> Ordinance: <u> </u>

<u>Appropriation</u>
Source of Funds: <u>General Fund 001</u>
Account Number: <u>001-6068-515</u>
Amount Budgeted: <u>N/A</u>
Amount Requested: <u>N/A</u>
Budgeted Item: YES NO

Exhibit: Job Descriptions

SUMMARY & RECOMMENDATION

Most of our legal work is done by our Assistant City Attorney, Clark Askins. Currently, for his services, the City pays \$95/hour for work done as our prosecutor and \$155/hour for City Attorney work. For fiscal year 2016-2017 the City paid \$131,279.90 in total for legal services, this is made up of 490 hours for regular City Attorney work and 582 hours for Prosecutor services. Also, the City provides health insurance coverage at a cost to the City for the City Attorney and Assistant City Attorney, which is estimated to cost \$20,844 per year.

Salary Survey

Staff has reached out to several communities for and obtained prosecutor job descriptions and pay rate information. Staff has obtained some salary data for the role of city prosecutor (see below). The top box includes the cities we have been using as our local market for salary comparisons. Most of the responses shown here are not specifically for prosecutorial role but more of a general city attorney, with the exception of Baytown (highlighted). The second box includes responses received outside of our normal market but also focused on the prosecutor role. The average of \$87,893 is for those cities in the second box, which includes Baytown.

City	Range	Midpoints	Actual
League City	\$126,745 - \$158,532 - \$190,118		\$173,769
Baytown	\$73,588 - \$91,985 - \$110,382	\$91,985	\$88,510
Deer Park	Contracted out		
Pearland	None		\$175,100
Friendswood	None		\$141,000
Galveston	\$117,045 - \$146,306 - \$175,567		\$150,960
Missouri City	No response		
Pasadena	No response		

Garland	\$85,134 - \$111,946 - \$138,757	\$111,946	\$101,192
Cedar Park	\$63,421 - \$77,373 - \$91,326	\$77,373	\$63,421
Longview	\$81,000 - \$95,294 - \$109,588	\$95,294	
Sugarland	\$69,701 - \$88,525 - \$107,328	\$88,525	
Abilene	\$72,091 - \$92,424 - \$112,757	\$92,424	

Killeen	\$65,960 - \$82,023 - \$101,985	\$82,023	
Tyler	\$48,908 - \$78,253	\$63,580	\$63,945

Average midpoint of positions focused on Prosecutor role	\$87,894
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Job Descriptions

Staff has acquired several job descriptions related to a prosecutorial role from those cities included in the average (see attachment).

Action Required by Council:

Provide staff direction on how the City Council would like to move forward with the search for a City Prosecutor.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ABILENE – Attorney I, II & III

Safety Sensitive



We work together to build and maintain a community of the highest quality for present and future generations.

Legal

City Title: Attorney I, II, III	Grade Range: 133, 135, 137
Functional Title: Assistant City Attorney	FLSA: Exempt

GENERAL DESCRIPTION

Under direction to perform a variety of professional civil and criminal legal duties including preparing cases for trial, drafting resolutions, ordinances, contracts, and related documents, and rendering legal opinions; and to serve as legal advisor to City boards and commissions.

SUPERVISION EXERCISED

The Attorney I and II exercise no supervision. The Attorney III may exercise technical and functional supervision over lower level staff, as assigned.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

1. Initiate ordinance compliance proceedings in court.
2. Oversee preparation of required legal instruments.
3. Prepare and try cases, with and without juries.
4. Investigate claims and complaints by or against the City; recommend action to be taken.
5. Research and prepare legal documents for trials and proceedings.
6. Advise boards and commissions as assigned.
7. Review, revise, and prepare City ordinances and resolutions.
8. Review a variety of contracts and other instruments used by other Departments and Divisions including bid documents and contracts for services.

9. Respond to staff and citizen inquiries; provide assistance and advice as necessary to resolve problems.

OTHER JOB RELATED DUTIES

Perform other job related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Civil and criminal law and the methods and practices of pleading.

Principles, methods, materials, and practices used in legal research.

Skill To:

Operate office equipment including computer equipment.

Ability To:

Analyze, appraise, and organize facts, evidence and precedents and to present such material in a clear and logical form.

Present and argue cases in court.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

Establish and maintain cooperative working relationships with those contacted in the course of work, both internally and externally.

Follow and embrace the City of Abilene Core Values – Respect, Integrity, Service Above Self, and Excellence in All We Do.

Experience and Training Guidelines:

Any combination equivalent to experience and training to provide the required knowledge, skills, and abilities may be qualifying. Knowledge, skills, and abilities may be obtained through:

Experience:

Attorney I:

Experience as a practicing attorney is preferred.

Attorney II:

Minimum of four (4) years of experience as a practicing attorney, or three (3) years as an attorney practicing municipal law.

Attorney III:

Minimum of eight (8) years of experience as a practicing attorney, or six (6) years as an attorney practicing municipal law.

Education/Training:

A Juris Doctorate degree from an accredited school of law. Experience in a municipal or similar governmental practice preferred.

Attorney II – Completion of the following Core Development Plan training courses: New Employee Orientation, Stormwater Pollution Awareness, Civil Treatment for Employees, and Prepared Response, and the following Elective course: Ethical Decision Making and Reporting.

Attorney III – Completion of the following Core Development Plan training courses: Civil Treatment for Managers, HPO Basics, and Diversity and Unconscious Bias, and the following elective course: and Time Management.

License or Certificate:

Admission to the Bar of the State of Texas or ability to secure admission.

A valid Texas Driver's License, the ability to obtain one within ten (10) days of employment, or a military waiver is required.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment.

With or without accommodation, ability to lift up to 50 pounds.

City of Abilene Core Values

Respect

- *Demonstrating through our actions that we hold ourselves and our citizens in high enough regard to do what we say we will do, in the timeframe we commit to.*
- *Recognizing that everyone has dignity and deserves helpful, courteous, and prompt attention.*
- *Consistently doing what is necessary, expected, and required, and when able to do so, exceeding expectations.*

Integrity

- *Possessing an unwavering commitment to doing the right things right.*
- *Consistently adhering to high professional and ethical standards.*
- *Keeping commitments to our citizens, co-workers, and others.*

Service Above Self

- *Being open and approachable to council members, citizens, and our fellow employees at all times.*
- *Treating our customers like we would like to be treated.*
- *Fostering a servant's heart in ourselves and each other by conscientiously doing what is best for the community in all cases.*
- *Passionately committed to serving others.*
- *Helping to make our citizens' lives better.*
- *Finding ways to say yes.*

Excellence in All We Do

- *Delivering on promises made, taking personal responsibility for achieving community-minded goals.*
- *Leading by example, recognizing the importance of working together to meet everyone's needs, treating everyone with courtesy, dignity, and respect.*
- *Sharing resources and information freely.*
- *Communicating regularly and honestly with council members, citizens, and employees.*
- *Having a can-do attitude.*

DOCUMENTATION OF ESSENTIAL DUTIES

1. SDE
2. SDE
3. SDE
4. OON
5. SDE
6. MMN
7. MON
8. OON
9. MWE

Codes

First Letter TIME SPENT	Second Letter FREQUENCY	Third Letter SUPERVISOR REVIEW
S = Significant M = Moderate O = Occasional	D = Daily W = Weekly M = Monthly O = Occasional Y = Yearly A = Annually	E = Essential - Major focus of job/position N = Non-essential - Minor (can be easily assigned to another position)

**BAYTOWN – Assistant City
Attorney**

CITY OF BAYTOWN

SEPTEMBER 2018

JD# 0323L-82E

TITLE: ASSISTANT CITY ATTORNEY

DEPARTMENT: LEGAL

SUPERVISOR: CITY ATTORNEY

JOB SUMMARY:

Prosecutes cases in Municipal Court and assists with various legal matters affecting the City, including those pertaining to law enforcement, human resources and civil service. Provides counsel to employees, officers, and various boards and commissions. Conducts training for various departments, including the Health, Building Services, Fire, and Police Departments. Interfaces with District Attorney's Office and other local, state, and federal law enforcement agencies. Prepares and/or reviews interlocal agreements, contracts, ordinances, etc.

Attendance is an essential function of this position. The City reserves the right to require an employee in this position to work more than 40 hours a week. This position provides services or performs duties for the benefit of the general public during emergency situations. These may include services or duties different from those performed in the usual course and scope of your job. In the event of an evacuation, the incumbent in this position may be required to remain to perform needed services.

JOB SCOPE:

Work leader responsibilities.

PRINCIPAL DUTIES & RESPONSIBILITIES:

OVERALL STRENGTH DEMANDS:

_ Sedentary X Light _ Medium _ Heavy _ Very Heavy

DUTIES		STR % TIME	
1.	<p>General Duties:</p> <ul style="list-style-type: none"> • Reviews laws/legal decisions, statutory and judicial, and informs appropriate personnel of any changes. • Provides information regarding City matters to citizens. • Makes suggestions for changes in City ordinances and works with City committees. • Reviews and responds to public information/subpoena requests. • Prepares and/or reviews interlocal agreements, contracts, ordinances, etc. 	L	*
2.	<p>Municipal Court Duties:</p> <ul style="list-style-type: none"> • Prosecutes cases in Municipal Court. • Advises Code Enforcement Officers on enforcement activities arising under laws. • Interviews complainants and reviews charges. • Coordinates court cases and all other related information with the City Attorney and Legal Department staff. 	L	*
3.	<p>Civil Service Duties:</p> <ul style="list-style-type: none"> • Advises Police and Fire Departments on discipline/civil service problems. Reviews and drafts civil service rules and advises Civil Service Director. • Develops and teaches training programs for the Fire and Police Departments. • Provides legal and technical advice "in the field" at crime scenes. Provides legal advice on criminal law issues. • Develops/reviews rules and regulations for Police and Fire Department. • Assists in case development, drafting search warrants, and preparation of cases to submit to the District Attorney. 	L	*
4.	Performs all other related duties as assigned.	L	*

* Percentage of time spent on each duty depends upon multiple factors, including experience level, assigned duties, and needs of the City.

PHYSICAL DEMAND	CORRESPONDING DUTY
STANDING	1
SITTING	1, 2, 3, 4, 5, 6, 7, 8
WALKING	1
LIFTING	4, 5
CARRYING	1, 4, 5
PUSHING/PULLING	N/A
REACHING	4, 5
HANDLING	1, 3, 4, 5, 7, 8
FINE DEXTERITY	1, 2, 3, 4, 5, 6, 7, 8
KNEELING	N/A
CROUCHING	N/A
CRAWLING	N/A
BENDING	N/A
TWISTING	N/A
CLIMBING	N/A
BALANCING	N/A
VISION	1, 2, 3, 4, 5, 6, 7, 8
HEARING	1, 2, 3, 5, 6, 7, 8
TALKING	1, 2, 3, 5, 6, 7, 8
FOOT CONTROLS	1, 7
OTHER	N/A

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of Texas criminal, traffic, and civil service laws, FLSA, FMLA, rules of evidence, and theories of civil liability and the defenses associated therewith. Knowledge of municipal law, including tax, competitive bidding, authority of home rule cities, criminal litigation, civil litigation, jurisdiction and appellate procedure. Knowledge of Open Records Act, Code of Criminal Procedure, court procedures, family law, the Code of Civil Procedure, and federal criminal law. Skills in oral and written communication, telephone, computer and calculator. Ability to convey and counsel in a manner understandable to non-lawyers, teach in classroom and in the field, and develop a working relationship with staff from various departments. Ability to prepare accurate and precise legal documents. Ability to get along appropriately with co-workers and the public.

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDES

Describe the tools and equipment involved in performing the functions of the job. Computer (word processing, criminal records, research, etc.), police radio, copy machines, FAX machines, telephone.

PROTECTIVE EQUIPMENT REQUIRED

Not applicable.

ENVIRONMENTAL FACTORS

Extreme Temperature:	<u>SEASONAL</u>	Humidity:	<u>SEASONAL</u>
Caustic Substances:	<u>SOME</u>	Noise:	<u>SOME</u>
Physical Hazards:	<u>SOME</u>	Vibrations:	<u>NONE</u>
Respiratory Hazards:	<u>SOME</u>	Other:	<u>NONE</u>

EDUCATION, CERTIFICATION, & EXPERIENCE

REQUIRED:

1. Law Degree (Juris Doctorate) from an accredited law school.
2. Licensed to practice law in the State of Texas.
3. License to practice law in the Southern District of Texas (Federal) or submission of Federal admission packet to obtain license within six (6) months of hire.
4. Three years' experience in law enforcement or criminal law.
5. Three years' experience in criminal prosecution.
6. Valid Texas driver's license with an acceptable driving record.

PREFERRED:

1. Municipal law experience.
2. Experience teaching law enforcement.
3. Basic Peace Officer Certificate from T.C.L.E.O.S.E.
4. Prosecutorial experience at county or district court level
5. License to practice law in U.S. Court of Appeals-5th Circuit.
6. Experience as a prosecuting attorney in municipal court.
7. Bilingual (Spanish).

SIGNATURES

I have reviewed the above job description and I understand the responsibilities and the essential functions.

Employee

Date

Immediate Supervisor

Date

CEDAR PARK – Prosecutor



Position Description

Job Title: Prosecutor
Department: Legal
Pay Grade: P12
FLSA Status: Exempt

ORGANIZATIONAL RELATIONSHIPS

Reports to: City Attorney.

Directs: This is a non-supervisory position.

Other: Works closely with City employees and the public in legal matters relating to prosecution of alleged violations of Class C misdemeanors and the Cedar Park Code of Ordinances and demonstrates understanding of applicable state statutes including rules of procedure, evidence, and municipal court proceedings.

JOB SUMMARY

Under the general supervision of the City Attorney, the Prosecutor is responsible for representing the City of Cedar Park and State of Texas in all criminal and civil proceedings in the City's Municipal Court, including prosecutions of Class C misdemeanors and violations of the Cedar Park Code of Ordinances. Work includes, but is not limited to, attending pre-trial hearings, conducting pre-trial conferences, prosecuting jury and bench trials; conducting legal research to prepare motions, subpoenas and other legal documents relating to municipal court and city operations; and as directed, providing legal advice to city staff.

ESSENTIAL JOB FUNCTIONS:

- Provide legal advice and assistance to City officials and the general public relative to criminal and traffic laws and municipal ordinances;
- Reviews pending case matters, including available evidence, pleadings, and documents, and developing strategies for proceeding to pre-trial conferences and/or trial, and, where appropriate, processing requests for dismissal;
- Conducts witness interviews prior to trial;
- As directed, conducts legal research for and provides legal advice to city staff;
- Represents the State of Texas in municipal court prosecutions of Class C misdemeanors and in bond forfeiture proceedings;
- Prosecutes criminal violations of municipal ordinances via bench trials, jury trials, animal seizure hearings, and all other hearings before the municipal court;
- Prepares, files and argues pleadings, including motions for continuance, discovery, dismissal, suppression of evidence, etc.;
- Receives requests for discovery and coordinates with the Police Department's custodian of records to provide a timely and proper response;
- Prepares and revises complaints based upon officer's citation, alleged offense, and language of statute/ordinance;
- Counsels police officers regarding interpretation and enforcement of substantive law;

- Conducts pretrial hearings and meetings with defendants and/or attorneys and reviews each case after filing, to ensure all necessary information is provided by the charging officer;
- Drafts and files the State's pretrial motions;
- Reviews and drafts charging language and jury charges;
- Responds to defense motions;
- Consults with defendants and their attorneys on matters relevant to individual cases including alternatives for disposition of offense, pre-trial pleas, and trial settings in accordance with governing statutes/ordinances;
- Evaluates strength of each case and communicates plea offers to defendants and their attorneys, where applicable;
- Engages in telephone conferences with defendants and their attorneys regarding status and resolution of pending matters;
- Coordinates with municipal court staff and witnesses to schedule trial dates in preparation of municipal court trial;
- Maintains working knowledge of municipal codes, rules of evidence and procedure and state laws affecting municipalities;
- Works to develop and improve basic legal research techniques and courtroom advocacy skills;
- Assist the City Attorney and Assistant City Attorneys as required; and
- Performs such other related duties as may be assigned.

MINIMUM REQUIREMENTS TO PERFORM WORK:

Juris Doctorate Degree from an accredited law school, with one (1) year experience working as criminal prosecutor, and one (1) year experience providing legal services in a municipal court setting, preferred.

Licensed to practice law in the State of Texas.

Member in good standing with Texas State Bar Association.

Valid Texas Driver's License, with acceptable driving record.

Knowledge, Skills and Abilities:

Knowledge of: State law with particular reference to municipal legal provisions and municipal law; legal principles and practices including civil, criminal, judicial procedures and rules of evidence; criminal law relating to class C misdemeanors.

Skill/Ability to: Maintain a high degree of confidentiality; prioritize work assignments; effectively multi-task; provide excellent customer service; provide City employees and the general public with accurate information; operate standard office equipment, including computer and standard word processing, spreadsheet and presentation software; demonstrate proficiency in gathering, compiling, analyzing, and communicating information, both verbally and in written form; establish and maintain effective working relationships with city officials, city departments, state and federal officials, community organizations, and the general public; and demonstrate proficiency in the use Westlaw for legal research purposes.

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

The City of Cedar Park has the right to revise this position description at any time, and does not represent in any way a contract of employment.

Employee Signature

Date



Supervisor (or HR) Signature

**GARLAND – Sr. Assistant City
Attorney (Prosecutor)**



**City of Garland
Job Description**

HR Use Only

Title	Sr. Assistant City Attorney	Job Code	126276
Reports to	City Attorney	Range	270
Department	City Attorney	FLSA	Exempt
Date	April 16, 2016	Job Family	Professional

Summary

Responsible for providing lead prosecutorial or litigation counsel on behalf of the City of Garland in order to uphold City ordinances, criminal misdemeanors, litigation actions and other legal proceedings.

Essential Duties and Responsibilities *include the following. Other duties may be assigned.*

- 1) Provide lead legal counsel on a variety of issues including criminal prosecution, litigation, employment law, contract law, government action and legislation, etc.
- 2) Research and draft legal documents such as pleadings, affidavits, letters to opposing counsel, memorandums, discovery, briefs and ordinances for City action.
- 3) Represent various City administrative agencies before judicial and quasi-judicial bodies.
- 4) Provide legal advice to City employees as required or requested.

Minimum Qualifications

- ❖ JD in Law from an accredited institution.
- ❖ Minimum 10 years as a licensed attorney (5-7 years related experience in municipal or other government law).
- ❖ Licensed to practice law in Texas
- ❖ Extensive experience in civil litigation, including the drafting of pleadings and briefs (multiple examples of pleadings and briefs filed within the previous 12 months with a court, judicial or quasi-judicial body demonstrating the applicant's writing ability and analytical skills must be submitted with the application) or heavy, complex transactional experience, especially in the area of electric utilities
- ❖ Proven self-starter able to work independently with minimum supervision
- ❖ Must be able to work evenings and weekends as needed

Or an equivalent combination of education and experience in order to perform the essential duties of the job.

Preferred Qualifications

Education/ Experience:

- ❖ Bachelor of Law (L.L.B.), or Juris Doctor (J.D.) degree
- ❖ 10 years related experience in municipal or other government law or electric utilities

Knowledge, Skills & Abilities

- ❖ Comprehensive knowledge of the law and ordinances applicable to the activities, duties and operations of a home rule municipal government
- ❖ Comprehensive knowledge of Court Procedures and practices, rules of evidence, legal principles, practices and procedures
- ❖ Comprehensive knowledge of Texas Penal Code
- ❖ Comprehensive knowledge of municipal government for the State of Texas
- ❖ Ability to prepare cases, research data, interview witnesses and try cases in all levels of court
- ❖ Ability to address confidential information or subjects with sensitivity

Licenses and Certifications

- ❖ Must be licensed to practice law in the State of Texas

Job Competencies

Models Organizational Values	Demonstrates concern for and readiness to serve external and internal customers in a manner that consistently exhibits the City of Garland's mission and values; projects the City's mission and values in interactions with employees, citizens, and in carrying out responsibilities. Takes responsibility for own and subordinates' performance by setting clear goals and expectations that align with the City's vision and values; tracks, develops, recognizes and rewards performance that reflects Garland values and commitment to service
Customer Focus	Builds customer confidence (internal and external customer) and is committed to increasing customer satisfaction; sets achievable customer expectations; assumes responsibility for solving customer problems; ensures commitments to customers are met, solicits opinions and ideas from customers, responds to customer requests consistently in a timely manner
Communication	Communicates effectively both orally and in writing; expresses oneself clearly in conversations and interactions with others; expresses self clearly in business writing; creates accurate reports; plans and delivers oral and written communications effectively to intended audiences; shares information and ideas with others; demonstrates good listening skills
Adaptability/Flexibility	Adapts to change, is open to new ideas; takes on new responsibilities; willingness to modify one's preferred way of doing things; functions effectively when under pressure; adjusts plans to meet changing needs and circumstances
Results Focus/Project Management	Focuses on the desired result of own or team's work; sets challenging goals, focuses effort on the goals to meet or exceed them; prioritizes tasks and overcomes obstacles; accepts accountability for project by establishing project goals, milestones, procedures and defines roles and responsibilities; sets team standards and objectives; acquires project resources and monitors progress; provides leadership/motivation

Physical Requirements / Work Environment

The work environment and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The incumbent works in a typical office environment; relatively free from unpleasant environmental conditions or hazards.

**KILLEEN – Assistant City
Attorney (Courts)**



CITY OF KILLEEN POSITION DESCRIPTION
Assistant City Attorney (Courts)

DEPARTMENT: City Attorney
DIVISION: City Attorney
SUPERVISOR'S TITLE: City Attorney
EXEMPT OR NON-EXEMPT: Exempt
GRADE: 62
EVALUATION NUMBER: 3
WORKERS COMP CODE: 8810

GENERAL PURPOSE

Performs a variety of complex, high level administrative, technical and professional work in prosecuting crimes, conducts civil lawsuits, prepares and reviews legal documents, advises city officials as to legal rights, obligations, practices other phases of applicable local, state and federal law.

SUPERVISION EXERCISED

Has no direct supervisory responsibility.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Assigned as Municipal Court Prosecutor and presents cases before the Municipal Court.

Provides professional advice to the City Council and department heads; makes presentations to councils, boards, commissions, civic groups and the general public.

Assists in preparation of trial briefs and pleadings. Does detailed legal research to facilitate trial brief preparation and rendering of legal opinions by outside counsel, when necessary.

Locates and interviews witnesses, takes written statements, arranges for photos, maps, or diagrams for use in court.

Drafts contracts and other legal documents on behalf of the City.

Acts as General Counsel to Municipal Court, Fire Department, Animal Control and Killeen Police Department North Precinct. Acts as secondary counsel to the Police Department—Main Headquarters.

Along with the Assistant City Attorney—Police, maintains 24-hour communications and availability with Police Department by way of telephone, pager or radio.

Member of the Animal Advisory Committee.

Maintains active liaison with City, County, District Attorney, courts and other agencies that interact with the Municipal Court.

Researches legal issues and issues written and oral instructions and opinions.

Prepares a variety of studies, reports and related information for decision-making purposes.

Assists other department directors, upon request, to see that all laws and ordinances are faithfully performed.

Interprets laws, rulings, and regulations for city officials and staff.

Advises city officials of changes to state or federal laws affecting city operations.

CITY OF KILLEEN POSITION DESCRIPTION
Assistant City Attorney (Courts)



Primary attorney responsible for collecting debt owed to the city.

Confers with colleagues with specialty in area of law to establish and verify basis for legal proceedings; serves as a liaison between outside legal counsel and city officials, on specialized legal issues.

Receives, reviews and responds to all open record requests and subpoenas seeking information or documents from the Municipal Court and other departments.

Performs related duties as assigned.

NON-ESSENTIAL FUNCTIONS

Serves on various employee committees as required.
Speaks to community groups.

REQUIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Graduation from an accredited law school with a Juris Doctor degree in law; and,
- (B) One (1) year of experience as a practicing attorney.

Necessary Knowledge, Skills and Abilities:

- (A) Ability to engage in detail legal research and writing, including computer aided electronic research;
- (B) Ability to litigate and prosecute on behalf of the City;
- (C) Considerable knowledge of state statutes relating to municipal affairs;
- (D) Working knowledge of modern policies and practices of municipal law and public administration;
- (E) Skill in preparing briefs and other legal documents;
- (F) Skill in operating the listed tools and equipment;
- (G) Ability to prepare and analyze comprehensive legal documents;
- (H) Ability to carry out assigned projects to their completion;
- (I) Ability to communicate effectively verbally and in writing;
- (J) Ability to establish and maintain effective working relationships with employees, city officials, the court system, the general public, and other agencies;
- (K) Ability to efficiently and effectively administer a municipal legal office.

SPECIAL REQUIREMENTS

Licensed to practice before all courts of the State of Texas or the ability to obtain within 180 days; member in good standing of the State Bar Association; valid Texas State Driver's License by date of hire.

TOOLS AND EQUIPMENT USED

Requires frequent use of personal computer, including printer, word processing, internet use including computer legal research systems; calculator; telephone; copy machine; fax machine; pager; and infrequent use of the police information system.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform

CITY OF KILLEEN POSITION DESCRIPTION
Assistant City Attorney (Courts)



the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk and hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

The employee mostly works in a normal office environment but occasionally works outdoors, where employee is exposed to extremes in heat, cold, humidity, and rain. Periodically the employee is exposed to disease, toxic chemicals and persons who are a threat to health and life.

The noise level in the work environment is usually quiet in the office but may be moderate to loud in the outdoors.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Effective Date: December 1, 2011

Revision History:

Assistant Attorney I/Municipal Court Prosecutor, Title change to Assistant City Attorney, January 2001.

Change Pay Grade – October 2001

Grade and Evaluation # added, reviewed August 2003

Change in job title & grade per 2011 reclassification

Revised, May 2017

**LONGVIEW – Assistant City
Attorney**



ASSISTANT CITY ATTORNEY

Department:	City Attorney's Office	Class Code:	
Revised Date:	May 2008	FLSA Status:	Exempt

GENERAL PURPOSE: Coordinates and participates in the operations and activities of the City Attorney's Office; provides legal advice and assistance to City departments and officials; conducts legal research; reviews and prepares various types of legal documents; represents the City in legal proceedings; and performs other related duties as assigned.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Serves as the City of Longview's legal counsel; provides legal advice and assistance to City departments and officials regarding a wide variety of legal matters; conducts legal research.
- Reviews and drafts municipal contracts, leases, and agreements; drafts and reviews City ordinances and resolutions; coordinates related communication with City personnel and officials.
- Provides assistance in reviewing and/or developing City policies and procedures.
- Negotiates contracts, settlements, and other agreements on behalf of the City and/or assists other City representatives in related negotiations.
- Reviews and/or responds to public information requests; prepares records for release to the public; researches and drafts related briefs to the Texas Attorney General.
- Prepares and prosecutes criminal cases before the City's Municipal Court; drafts complaint forms; prepares motions and orders; contacts and subpoenas witnesses for trial.
- Supervises and/or represents the City in litigation/administrative proceedings and/or other matters of legal consequence; pursues civil cases in the Municipal or other courts.
- Serves as advisor to the City's Police Department regarding searches, arrests, property disposition, personnel issues, and/or civil matters.
- Provides legal advice to the Environmental Health department regarding enforcement matters.
- Advises City departments regarding employment law issues; prepares for and represents the City in employee grievance hearings.
- Serves as a liaison between City personnel and outside legal counsel; oversees and supervises the activities of outside legal counsel as required.
- Represents the City to outside agencies, community organizations, and/or other groups.
- Reviews and monitors the quality of work completed by legal support personnel.
- Acts on behalf of the City Attorney in his/her absence and performs related duties.
- Supervises, trains, and evaluates the performance of assigned personnel; monitors and ensures staff compliance with departmental policies and procedures; performs disciplinary action according to established policies and procedures.
- Performs other related duties as assigned or required.

JOB DESCRIPTION
Assistant City AttorneyAttorney

MINIMUM QUALIFICATIONS:

Education and Experience:

Juris Doctorate's Degree and five years experience as an attorney in the area of municipal law; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must be a member in good standing with the State Bar of Texas.
- Must possess a valid Texas Driver's License.

Required Knowledge of:

- City Attorney's Office operations, policies, and procedures.
- Principles and practices of municipal law.
- Judicial processes and procedures.
- Regulations governing municipal legal operations.
- Methods and techniques for conducting legal research
- Various types of legal documents relative to municipal operations
- Contract negotiation principles and practices.

Required Skill in:

- Coordinating and participating the daily operations of City Attorney's Office.
- Providing for the timely and effective resolution of legal matters involving the City.
- Serving as legal advisor to City departments, management personnel, and elected officials.
- Representing the City in litigation, administrative, and /or other legal proceedings.
- Negotiating municipal contracts, agreements, and settlements.
- Conducting complex legal research and preparing various types of legal documentation.
- Establishing and maintaining cooperative working relationships with staff, City departments/officials, outside agencies, community organizations, and the general public.

Physical Demands / Work Environment:

- Work is performed in a standard office environment and in and around court facilities.
- Subject to sitting for extended periods of time, standing, walking, bending, reaching, and occasional lifting of objects up to 10 pounds.

JOB DESCRIPTION
Assistant City AttorneyAttorney

I have reviewed this job description and find it to be an accurate assessment of the position requirements.

Employee Signature	Date
Supervisor Signature	Date
Manager Signature	Date
Director Signature	Date

**SUGARLAND – Assistant City
Attorney**



POSITION DESCRIPTION

POSITION TITLE: ASSISTANT CITY ATTORNEY

DEPARTMENT	Legal Department	POSITION #	0409
PROGRAM #	1120	SALARY RANGE	E -06
REPORTS TO	City Attorney	FLSA STATUS	Exempt
SUPERVISES	N/A	DATE OF REVISION	04/01/2001

POSITION FUNCTION SUMMARY:

Assistant City Attorney assists in performing duties of the Legal Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES: THE STATEMENTS BELOW ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY INDIVIDUAL(S) ASSIGNED TO THIS POSITION. THEY ARE NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL RESPONSIBILITIES, DUTIES AND SKILLS REQUIRED OF PERSONNEL SO CLASSIFIED IN THIS POSITION. THE POSITION DESCRIPTION IS SUBJECT TO CHANGE BY THE CITY AS THE NEEDS OF THE CITY AND REQUIREMENTS OF THE POSITION CHANGE.

- Researches statutory and case law.
- Compiles and analyzes information and prepares reports.
- Prepares and reviews contracts, agreements, and leases.
- Drafts and reviews ordinances, resolutions and related agenda items considered by City Council.
- Reviews contracts.
- Attends various city boards and commissions meetings.
- Reviews new and pending legislation, case law, and administrative regulations that may affect the city.
- Other duties as directed by the City Attorney.

POSITION TITLE: ASSISTANT CITY ATTORNEY

QUALIFICATION REQUIREMENTS: TO PERFORM THIS POSITION SUCCESSFULLY, AN INDIVIDUAL(S) MUST BE ABLE TO PERFORM EACH ESSENTIAL DUTY AND RESPONSIBILITY SATISFACTORILY. THE REQUIREMENTS LISTED BELOW ARE REPRESENTATIVE OF THE KNOWLEDGE, SKILL, AND/OR ABILITY REQUIRED.

Knowledge:

- Business English, spelling, punctuation and grammar.
- Modern office practices and procedures.
- City's organization and functions.
- Departmental policies and procedures.

Skills/Abilities:

- Strong PC skills and the ability to type.
- Ability to communicate both orally and in writing.
- Ability to follow oral and written directions.
- Ability to make effective use of time; work independently and coordinate activities.
- Ability to work cordially with the citizens and customers of Sugar Land.

EDUCATION, EXPERIENCE AND TRAINING: THE PREFERRED WAY TO OBTAIN THE MINIMUM KNOWLEDGE, SKILLS AND ABILITIES TO PERFORM THE ESSENTIAL DUTIES AND RESPONSIBILITIES OF THIS POSITION ARE LISTED BELOW. THE CITY RESERVES THE RIGHT TO ALLOW SUBSTITUTIONS IN THE EVENT THAT A CANDIDATE OR INCUMBENT EXCEEDS REQUIREMENTS IN ONE AREA BUT MAY BE DEFICIENT IN ANOTHER.

Formal Education:

- Degree in Law.

Relatable Work Experience:

- Minimum of one year as a law clerk.

Training (License and/or Certification):

- License to practice law in the State of Texas.

POSITION TITLE: ASSISTANT CITY ATTORNEY

PHYSICAL DEMANDS: THE PHYSICAL DEMANDS DESCRIBED HERE ARE REPRESENTATIVE OF THOSE THAT MUST BE MET BY AN EMPLOYEE TO SUCCESSFULLY PERFORM THE ESSENTIAL FUNCTIONS OF THIS POSITION. REASONABLE ACCOMMODATIONS MAY BE MADE TO ENABLE INDIVIDUALS TO PERFORM THE ESSENTIAL FUNCTIONS.

STAND/WALK	Occasional walking within department and to/from other City departments and facilities.
SIT	For most tasks at normal height office chair and keyboard.
TALK/LISTEN	Ability to communicate with staff in person and on telephone.
DEXTERITY	To be able to write, use the computer and the telephone.
CLIMB/BALANCE	To obtain books from bookshelves.
STOOP/CRAWL/ KNEEL/CROUCH	To obtain files from lower drawers and books from shelves up to 65"
LIFT/MOVE/ PUSH/PULL	To be able to move file boxes weighing up to 20 lbs.
VISION	Ability to type, and review printed documents.

WORK ENVIRONMENT: THE WORK ENVIRONMENT CHARACTERISTICS DESCRIBED HERE ARE REPRESENTATIVE OF THOSE AN EMPLOYEE ENCOUNTERS WHILE PERFORMING THE ESSENTIAL FUNCTIONS OF THIS JOB. REASONABLE ACCOMMODATIONS MAY BE MADE TO ENABLE INDIVIDUALS TO PERFORM THE ESSENTIAL FUNCTIONS.

NORMAL HOURS/ DAYS OF WORK	8:00 a.m. to 5:00 p.m., Monday through Friday.
DESCRIPTION OF DAILY WORK ENVIRONMENT	Work area is located in a climate-controlled environment that is shielded from direct public access. Work site may be an open-design space, a cubicle, or a private office.

**TYLER – Assistant City Attorney
– Municipal Court Prosecutor**

CITY OF TYLER
JOB ANNOUNCEMENT #993149

DATE POSTED: November 11, 2015
JOB TITLE: Assistant City Attorney – Municipal Court Prosecutor
DEPARTMENT: Legal
SALARY: DOQ
PAY CLASS CODE: 112, Exempt
DATE CLOSED:

PURPOSE OF POSITION

Under the general direction of the City Attorney, appear on behalf and represent the State on all criminal and civil trials/dockets pending before the Tyler Municipal Court. "It is the primary duty of a municipal prosecutor not to convict, but to see that justice is done." *Tex. Code Crim. Pro. Art. 45.201.*

ESSENTIAL FUNCTIONS

- Applicant must have an interest in criminal prosecution, be a self-starter, hardworking, prompt, organized and possess the ability to manage a fast paced court docket each day.
- Analyze legal questions, apply correct legal concepts/laws, determine potential consequences of a proposed action, and present facts and legal opinions/recommendations in a clear and concise format.
- Conduct the prosecution of all offenses filed in Tyler Municipal Court, as defined in the City of Tyler Code of Ordinances, Texas Transportation Code, Texas Penal code, and all other Class "C" misdemeanor offenses.
- Draft, review, revise, and develop prosecutorial forms and correspondence and argue all motions and pleadings filed before the court.
- Manage and maintain large caseloads from filing to adjudication, including but not limited to, drafting complaints, reviewing and responding to requests for discovery, subpoenas, responding to motions filed by defendants, voir dire, opening statements, direct examinations, cross examinations, closing statements, and appeals.
- Research statutes, cases, regulations, legal treatises, law review, and other legal publications as it applies to municipal court prosecution, and keep the City Attorney and related departments informed as to any changes in law or interpretations.
- Supervise contract prosecutors, maintain prosecution budget and business plan, and work closely with Municipal Court staff.
- Generate and present frequent training to contract prosecutors, court staff, and all related departments, employees, and witnesses.
- Provide a wide arrange of high level professional legal services to the city departments of: Police, Fire, Fire Marshal, City Marshal, Animal Control, Code Enforcement, and Lake Tyler Police.
- Attend continuing legal education seminars and training, and keep informed of court decisions and legislative changes.
- Must be able to operate computers and appropriate software types (Word, Excel, etc.), a calculator, multi-line telephone, and copy machine.
- Must be willing to travel frequently to and from Tyler Municipal Court.
- Other duties as assigned by the City Attorney.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of criminal law principles in ensuring justice;
- Knowledge of State law and municipal ordinance prosecution principles;
- Knowledge of court methods and procedures;
- Knowledge of legal theory;
- Knowledge of legal terminology;
- Knowledge and use of Texas rules of evidence
- Skilled in prosecuting cases in courts;
- Skilled in applying legal principles to determinations on individual cases and problems;
- Skilled in performing research and analysis;

- Skilled in conducting negotiations;
- Skilled in analyzing, appraising and organizing facts, evidence and precedents relevant to assigned cases;
- Skilled in preparing written opinions;
- Skilled in drafting briefs, motions, and supplemental internal/external reports and updates;
- Skilled in strategically applying rules of court;
- Skilled in preparing witnesses for deposition and/or trial;
- Skilled in reading, interpreting, applying, and explaining, rules, regulations, policies, and procedures;
- Skilled in maintaining sensitive and confidential information;
- Skilled in prioritizing, organizing, and managing multiple cases, trials, dockets, and projects;
- Skilled in communicating effectively;
- Ability to develop and introduce new processes and procedures towards the efficiency of prosecution at the Tyler Municipal Court; and
- Ability to represent the State in a just, ethical, fair, and professional manner.
-

QUALIFICATIONS

Required

- Must have obtained a bachelor's degree and Juris Doctor degree from an ABA accredited law school.
- Must be a licensed attorney in good standing with the Texas Bar Association.
- Must be able to obtain certificates of admission to the U.S. District Court and 5th Circuit Court of Appeals.
- A Texas driver's license in good standing, or the ability to obtain one within the next thirty (30) days, and with acceptable driving records, unless other transportation alternatives are necessary.
- Must have no disqualifying criminal or law license disciplinary history.

Preferred

- At least two years of criminal trial experience.
- Considerable knowledge of state and federal statutes relating to municipal affairs, including but not limited to: Municipal Court of Record, Texas Code of Criminal Procedure, Texas Penal Code, Texas Local Government Code, Texas Transportation Code, Texas Education Code, Texas Health and Safety Code, Texas Fire and Police Civil Service Act, and the Texas and U.S. Constitutions.

CONDITIONS OF EMPLOYMENT

It is the policy of the City to recruit, employ and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, disability, genetic information or status as a Vietnam era or special disabled veteran, recently separated veteran, and other protected veteran. The City affirms that employment decisions shall be made only on the basis of a person's ability to perform the essential functions of the job. This position does require presence in the office to perform the essential functions of the job. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Tyler, Texas is a fact as well as an ideal.

The City of Tyler will accept two years of relevant experience in place of each year of college required in the job description. Four years of relevant experience will be considered in place of an Associate's Degree, and eight years of relevant experience will be considered in place of a Bachelor's Degree. Any experience required in the Minimum qualifications is in addition to years of experience substituted for a degree.

The City of Tyler supports a policy of a drug and alcohol free workplace. All candidates are subject to pre-employment testing, which may include, but is not limited to, Drug and Alcohol Screenings, Work Fitness Evaluation, Criminal Background Check, and Consumer Report/Credit Check.

No person under eighteen (18) years of age will be employed in any regular full-time position. Persons under eighteen (18) years of age may be employed in temporary or regular part-time positions, if they furnish the City with a minor's release [\(Form 2-2\)](#) and are approved by the City Manager. No person under eighteen (18) years of age will be employed in any position requiring the operation of a City motorized vehicle.

This posting is subject to be removed at the discretion of the department providing the position.



**Council Agenda Item
December 10, 2018**

9 (a) Receive report of the Fiscal Affairs Committee – Councilmember Engelken



Council Agenda Item December 10, 2018

10. ADMINISTRATIVE REPORTS

- La Porte Development Corporation Board Meeting, Monday, December 17, 2018
- Christmas Holidays, Monday, December 24, 2018 and Tuesday, December 25, 2018
- New Year Holiday, Tuesday, January 1, 2019
- Drainage and Flooding Committee Meeting, Monday, January 14, 2019
- City Council Meeting, Monday, January 14, 2019
- City Council Meeting, Monday, January 28, 2019

11. COUNCIL COMMENTS

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

12. EXECUTIVE SESSION

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

Texas Government Code, Section 551.087 - Deliberation regarding Economic Development Negotiations: Meet with City Manager, City Economic Development Coordinator and City Attorney to discuss business prospect proposal.

Texas Government Code, Section 551.071(1)(A) - Pending or Contemplated Litigation: Meet with City Attorney and City Manager to discuss Tradebe Environmental Services, LLC vs. City of La Porte.

Texas Government Code, Section 551.074 - Personnel Matters: Discussion regarding position of City Secretary, and deliberate the evaluation, appointment, duties, and employment of a public officer or employee, the City Secretary.

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

14. ADJOURN
