

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
STEVE GILLETT
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 January 14, 2019, 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 Councilmember Nancy Ojeda.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Danny Earp.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Presentation - Administer Oath of Office to newly elected Councilmember Steve Gillett - Judge Mitrano
 - (b) Proclamation - J.J. Meza Day - Mayor Rigby
 - (c) Recognition - La Porte Texans Pee Wee Football Team - 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 December 10, 2018 and minutes of the Special Meeting held on December 17, 2018 - P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance ordering a general election of the City of La Porte to be held on May 4, 2019, for the election of officials to offices of Councilperson-at-large Position A; Councilperson-District 4 and Councilperson-District 5 - P. Fogarty
 - (c) Consider approval or other action regarding payment in the amount of \$19,645.90 to Oakland Land and Development Inc., for development of Sector 23, in accordance with Chapter 380 Agreement dated March 27, 2017 - R. Cramer
 - (d) Consider approval or other action authorizing the City Manager to execute a 3-year agreement with the Bay Area Houston Economic Partnership - R. Cramer
 - (e) Consider approval or other action awarding Bid #19003 for annual Water and Sewer Supplies. - 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 **(Item continued from the December 10, 2018 regular meeting.)**

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding appointment to the vacant position on the Board of Directors of the La Porte Fire Control, Prevention and Emergency Medical Services District - P. Fogarty
- (b) Discussion and possible action regarding hiring process for city prosecutor - J. Weeks

9. REPORTS

- (a) Receive report of Fiscal Affairs Committee - Councilmember Chuck Engelken
- (b) Receive report of Drainage and Flooding Committee - Councilmember Jay Martin

10. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, January 17, 2019
- Zoning Board of Adjustment Meeting, Thursday, January 24, 2019
- La Porte Development Corporation Board Meeting, Monday, January 28, 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 Earp, Ojeda, J. Martin, K. Martin, Gillett, Zemanek, Bentley, Engelken 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 551.072- Deliberation regarding purchase, exchange, lease or value of Real Property: Meet with City Manager and City Attorney to discuss value of real property in industrial districts, concerning negotiations with industry representatives for terms of new Industrial District Agreements.

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, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the January 14, 2019 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on January 8, 2019.

Patrice Fogarty



**Council Agenda Item
January 14, 2019**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Councilmember Nancy Ojeda.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Danny Earp.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Presentation - Administer Oath of Office to newly elected Councilmember Steve Gillett - Judge Mitrano
 - (b) Proclamation - J.J. Meza Day - Mayor Rigby
 - (c) Recognition - La Porte Texans Pee Wee Football Team - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Oath of Office administered during City Council Meeting



Proclamation

Office of the Mayor

WHEREAS, J. J. Meza is celebrating his 90th birthday this year. He has spent many of those years serving the City of La Porte; and

WHEREAS, J. J. served the City as Mayor from 1976 to 1982, and currently serves as a member on the La Porte Tax Reinvestment Zone (TIRZ) board for the City; and

WHEREAS, J. J. also served in the following capacities; President of the Harris County Mayors and Councils Association, served on the Board of Directors for both Bayshore National Bank and Bayport National Bank; Mentor for the Boy Scouts of America; served as a coach and Board member of the Little League Baseball and Football Associations; and

WHEREAS, J. J. was a member of the Rotary Club and the La Porte-Bayshore Chamber of Commerce for a number of years, served and managed five ranches for the American Sportsman's Club and received the Hispanic Pioneer Award for Harris County, Texas.; and

WHEREAS, J. J. enjoys spending time with family, watching football games and attending City of La Porte community events.

NOW, THEREFORE, I, Louis R. Rigby, Mayor, do hereby proclaim January 14, 2019, as

“J. J. Meza Day”

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 14th day of January, 2019.

City of La Porte

Louis R. Rigby, Mayor



Tonight, we celebrate the La Porte 2018 Pee Wee football season:

- Undefeated 2018 Super Bowl Champions
- TIFI Regular Season standings: 10 Wins, ZERO Losses, & Only allowed 6 points to be scored during regular season
- Undefeated Tournament of Champion Winners
- Greater Houston Area Champions out of 42 Teams

The La Porte Texans are led by Head Coach - Matt Shipwash and Coaches: Charlie Gale, Joseph Pearson, Bryan Pruitt, Kyle Meittunen, and Shane Willis. Of course this team couldn't exist without Team Mom Rachel Gale, which handles many of the behind-the-scene duties.

The City of La Porte wishes to acknowledge the individual players that made this TEAM successful: (#0)Kolt Norris, (#2)Madden Shipwash, (#3)Tucker Nash, (#6)Josiah Foster, (#7)Charlie Gale, (#9)Gilbert Leija, (#10)Jasiah Botello, (#11)Jordan Pearson, (#19)Jaxson Castille, (#21)Kash Henry, (#23)Jason Muscarello Jr., (#34)Luke Maduzia, (#39)Brayden Riley, (#40)Keegan Willis, (#42)Aiden Manning, (#45)Kyle Cole, (#52)Mikko Meittunen, (#54)Ayden Ossey, (#60)Wyatt Aubry, (#77)Caden Asocar, and (#99)Gavin Webb.

Season Honorable Mentions:

- Charlie Gale received Texan of the Year Award
- Ayden Ossey received Defensive Player of the Year Award



Council Agenda Item January 14, 2019

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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 - (c) Consider approval or other action regarding payment in the amount of \$19,645.90 to Oakland Land and Development Inc., for development of Sector 23, in accordance with Chapter 380 Agreement dated March 27, 2017 - R. Cramer
 - (d) Consider approval or other action authorizing the City Manager to execute a 3-year agreement with the Bay Area Houston Economic Partnership - R. Cramer
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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
DECEMBER 10, 2018**

The City Council of the City of La Porte met in a regular meeting on **Monday, December 10, 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. 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. Brian Christen, La Porte Community Church.

3. **PLEDGE OF ALLEGIANCE** – The pledge of allegiance was led by Councilmember Chuck Engelken.

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

(a) Proclamation – Bay Area Council on Drugs and Alcohol Day – Mayor Rigby

Mayor Rigby presented a proclamation for Bay Area Council on Drugs and Alcohol Day. Amber Carter spoke and addressed Council regarding the grant.

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

Chuck Rosa, 812 S. Virginia, addressed Council in regards to the Planning and Zoning Commission meeting and the hotel item.

Jeff Martin, 3118 Silver Springs Dr., addressed Council and expressed appreciation for the community and everything done for the families after the fire at the Delta Heights apartments. He specifically thanks the Holiday Inn Express for comping 15 rooms for a week, and he thanked the Fire Department, EMS Department, Emergency Management Department, and the Police Department, and all others who stepped up and volunteered time, energy and resources.

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 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

Mayor Rigby advised if there are questions on Item B, David Hawes is not present to answer them; and the item will have to be rescheduled.

Councilmember Ojeda noted a correction to the minutes and advised the invocation was given by Pastor Dunn.

Regarding Item D, Councilmember Bentley asked if the balcony will be closed. Economic Development Coordinator Cramer advised it will be an open air balcony.

Regarding Item E, Councilmember Bentley asked if abandoning or closing public rights-of-way are required to be published. City Planner Ian Clowes responded no.

Regarding Item F, Councilmember Ojeda commented the best price is not always the best and she feels the workers are being exploited and she is in favor of A-1 Personnel. Councilmember Bentley also commented that he is concerned about low pay and is not happy with the low bid.

Regarding Item G, Councilmember Bentley asked why the property appraisal value is so low. City Planner Ian Clowes advised a sewer line running through the property diminishes the value of the property.

Councilmember Engelken made a motion approve the Consent Agenda items with the amendment to the minutes. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3730 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.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3731 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 DEED TO THE ADJOINING LANDOWNER;**

7. PUBLIC HEARING 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-acres tract of land located at 711 W. Fairmont Pkwy., and legally described as Lots 1-16 and 19-32, Block 1103 and Eat 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 a Hotel/Motel use in the General Commercial (GC) Zoning District, located on a 2.28-acres tract of land located at 711 W. Fairmont Pkwy., and legally described as Lots 1-16 and 19-32, Block 1103 and Eat 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

The public hearing opened at 6:36 p.m.

Mayor Rigby advised Council that the applicant requested to move this item to the January 14, 2019, council meeting.

SCUP applicant Tim Patel spoke and advised he wanted to move forward January 14, 2019, to have more time to research potential issues with the grandfather clause.

Councilmember Bentley made a motion to postpone the item and continue the public hearing at the January 14, 2019, meeting. Councilmember Zemanek seconded. **MOTION PASSED 6/2.**

Ayes:	Mayor Rigby, Councilmembers K. Martin, J. Martin, Bentley, Ojeda and Engelken
Nays:	Councilmembers Zemanek and Earp
Absent:	None

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

Parks and Recreation Director Roz Epting presented a summary.

Councilmember Ojeda made a motion to delay installation of a playground at Woodfalls Park. Councilmember Jay Martin seconded. **MOTION PASSED 8/0.**

(b) Discussion and possible action regarding hiring process for city prosecutor – J. Weeks

Councilmember J. Martin made a motion to postpone the item until the January 14, 2019, council meeting. Councilmember Bentley seconded. **MOTION PASSED 6/2.**

Ayes:	Mayor Rigby, Councilmembers Zemanek, K. Martin, J. Martin, Bentley, Ojeda
Nays:	Councilmembers Engelken and Earp
Absent:	None

9. REPORTS

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

Councilmember Chuck Engelken provided a report of the Fiscal Affairs Committee Meeting held prior to the City Council Meeting; he stated the next meeting is January 14, 2019.

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, Earp, Ojeda, J. Martin, K. Martin, Zemanek, Bentley and Mayor Rigby.

Councilmember Engelken wished everyone a Merry Christmas.

Councilmember Earp congratulated Steve Gillett for being elected as Councilmember At-Large—B and wished everyone a Merry Christmas.

Councilmember Ojeda expressed her appreciation for the Bay Area Council on Drugs and Alcohol grant; thanked Parks and Recreation for their work for Christmas on Main Street; and thanked the First Responders during the apartment fire at Delta Heights.

Councilmember J. Martin thanked the First Responders for the work during the apartment fire at Delta Heights; thanked the owner of Holiday Inn Express for providing rooms to families affected by the apartment fire; congratulated Bay Area Council on Drugs and Alcohol on the grant and wished everyone a Merry Christmas and Happy New Year.

Councilmember K. Martin thanked Parks and Recreation for their work for Christmas on Main Street and wished everyone a Merry Christmas.

Councilmember Zemanek thanked the community and City Staff for the support to families affected by the apartment fire at Delta Heights; congratulated Steve Gillett for being elected as Council At-Large—B, advised the La Porte Texans Pee Wee team will be recognized at the meeting in January and wished everyone a Merry Christmas and Happy New Year.

Councilmember Bentley congratulated Steve Gillett for being elected as Council At-Large—B and wished everyone a Merry Christmas and Happy and prosperous New Year.

Mayor Rigby commended the First Responders and everyone involved during the apartment fire at Delta Heights and wished everyone a Merry Christmas and a Happy New Year.

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

Texas Government Code, Section 551.087 – 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 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.

City Council recessed the regular Council meeting to convene an executive session at 6:54 p.m. regarding the items listed above.

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

Council reconvened the regular Council meeting at 9:14 p.m.

Regarding the discussion of Economic Development Negotiations, City Council agreed to the concept and requested Staff to move forward and gather more information.

Regarding the discussion of Pending or Contemplated Litigation, City Council met with the City Manager; City Attorney and TML appointed attorney and asked that the City of La Porte continue to be defended in the lawsuit.

Regarding the discussion of Personnel Matters of position of City Secretary.

Councilmember Zemanek made a motion to extend to the top candidate the offer previously discussed. Councilmember Engelken seconded. **MOTION PASSED 8/0.**

Ayes:	Mayor Rigby, Councilmembers Earp, Zemanek, K. Martin, J. Martin, Bentley, Engelken and Ojeda
Nays:	None
Absent:	None

- 14. ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 9:16 p.m. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.**

Patrice Fogarty, City Secretary

Passed and approved on January 14, 2019.

Mayor Louis R. Rigby

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Mayor Pro-Tem

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE DECEMBER 17, 2018

The City Council of the City of La Porte met in a regular meeting on **Monday, December 17, 2018**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **4:30 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Pro Tem Nancy Ojeda called the meeting to order at 4:32 p.m. Other Councilmembers present were Chuck Engelken and John Zemanek. Staff present: City Secretary Patrice Fogarty and Assistant City Attorney Clark Askins.
2. **ELECTION ORDINANCE CANVASSING THE DECEMBER 8, 2018, SPECIAL ELECTION TO FILL A VACANCY AND OTHER ELECTION-RELATED ACTIONS.**
 - (a) Consider approval or other action regarding an Ordinance of the City Council of the City of La Porte, Texas, declaring the results of the City of La Porte Special Election held on December 8, 2018, for the purpose of electing a Councilperson-At-Large-Position B; and providing for the matters relating to the subject.

Mayor Pro Tem Ojeda received the official returns and asked City Secretary Patrice Fogarty to read from the ordinance declaring the results of the City of La Porte Special Election held on December 8, 2018, for the purpose of electing a Councilperson-At-Large-Position B to an unexpired term. Mayor Pro Tem Ojeda concluded the official canvass.

Councilmember Engelken made a motion to adopt the Ordinance canvassing the December 8, 2018, Special Election and other election-related actions. Councilmember Zemanek seconded.
MOTION PASSED UNANIMOUSLY 3/0.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3732: AN ORDINANCE DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD IN THE CITY OF LA PORTE, TEXAS, ON DECEMBER 8, 2018, FOR AN ELECTION TO FILL THE UNEXPIRED TERM OF THE POSITION OF COUNCILPERSON AT-LARGE-POSITION B; FINDING COMPLINACE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

3. **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, Earp, Ojeda, J. Martin, K. Martin, Zemanek, Bentley and Mayor Rigby.

Councilmembers congratulated Steve Gillett and City Secretary Patrice Fogarty on her upcoming retirement.

- 4. ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 4:35 p.m. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 3/0.**

Patrice Fogarty, City Secretary

Passed and approved on January 14, 2019.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 14, 2019</u>
Requested By: <u>Patrice Fogarty, City Secretary</u>
Department: <u>City Secretary</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> X </u>

<u>Budget</u>	
Source of Funds:	<u>General Budget</u>
Account Number:	<u>6067-510-6004</u>
Amount Budgeted:	<u>\$35,000</u>
Amount Requested:	<u>\$35,000</u>
Budgeted Item:	<u>YES NO</u>

Exhibits: Ordinance ordering May 4, 2019, General Election

SUMMARY & RECOMMENDATION

City Council is being asked to consider adopting an ordinance ordering a general election of the City of La Porte to be held on May 4, 2019, for the purpose of electing City officials for the following offices:

Councilperson-at-large Position A, for a three-year term; Councilperson-District 4, for a three-year term; and Councilperson-District 5, for a three-year term.

The general election is being held jointly with the La Porte Independent School District and the San Jacinto College District.

Action Required by Council:

Consider approval or other action adopting an ordinance ordering a general election on May 4, 2019, to elect City officials for the following offices: Councilperson at-large Position A, Councilperson District 4 and Councilperson District 5; and provide for a joint general election with La Porte Independent School District and San Jacinto College District.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2019-_____

AN ORDINANCE ORDERING THE REGULAR ANNUAL ELECTION OF THE CITY OF LA PORTE, TEXAS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR A JOINT ELECTION WITH THE LA PORTE INDEPENDENT SCHOOL DISTRICT AND THE SAN JACINTO COLLEGE DISTRICT; PROVIDING FOR THE USE OF VOTING MACHINES; APPOINTING ELECTION OFFICIALS; PROVIDING FOR METHOD, LOCATIONS AND DATES OF EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR RETURN AND CANVASS OF VOTES OF SAID ELECTION; PROVIDING FOR A RUN-OFF ELECTION, IF NECESSARY, ON THE SECOND SATURDAY IN JUNE; PROVIDING FOR NOTICE; PROVIDING A SAVINGS CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. An election shall be held within the corporate limits of the City of La Porte, Texas, on the 4th day of May, 2019, such day being the first Saturday in May, 2019, between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M., for the purpose of electing the following City officials:

Councilperson-at-large—Position A, for a 3-year term
Councilperson—District 4, for a 3-year term
Councilperson—District 5, for a 3-year term

This will be a joint election with the La Porte Independent School District and the San Jacinto College District.

A run-off election will be held, if necessary, on June 8, 2019, that day being the second Saturday in June, 2019, between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M.

Section 2. Said election shall be held at each of the following voting places within said City, and the following named persons are hereby appointed as officers of said election, to-wit: **Election Precinct #1**

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at a point on the east right-of-way line of Underwood Road, said point being the southwest corner of Tract 490B-1, La Porte Outlots, and the northwest corner of Reserve A1, Block 14, Creekmont, Section 2;

THENCE in a westerly direction a point for corner on the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west right-of-way line of Underwood Road to its projected intersection with the north right-of-line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to the southwest corner of Tracts 30A & 30A-1, Strang Subdivision;

THENCE in a northerly direction along the west line of Tracts 30A & 30A-1, Tracts 17A & 18, and Tracts 17A-1 & 18A, Strang Subdivision, to a point for corner at the northwest corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in an easterly direction along the north line of Tracts 17A-1 & 18, Strang Subdivision to a point for corner at the northeast corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in a southerly direction along the east line of Tracts 17A-1 & 18, Tracts 17A & 18, and Tracts 30A & 30A-1, Strang Subdivision to a point for corner at the southeast of Tracts 30A & 30A-1, said point being located on the north right-of-way line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to its intersection with the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in a westerly direction along the centerline of Old La Porte Road to the west right-of-way line of Sens Road;

THENCE in a southerly direction along the west right-of-way of Sens Road to the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to the projected northeast corner of Tracts 1A & 1B, La Porte Outlots;

THENCE in a westerly direction along the north line of Tracts 1A & 1B, Lot 2, Lot 3, Lot 4, Lots 5 & 6, Lot 7, Lots 8, 13 & 28, and Lots 9, 10, 10-1/2, 11, 11-1/2, 30 & 30-1/2 to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in a southerly direction along the east line of Tract 471, La Porte Outlots to a point at the southeast corner of Tract 471, La Porte Outlots;

THENCE in a westerly direction along the south line of Tracts 471, Tracts 471D & 471D-1 and Tract 471D-2, to the east line of the City of La Porte Municipal Airport;

THENCE in a southerly direction along the east line of the City of La Porte Municipal Airport to the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to the centerline of Farrington Boulevard;

THENCE in a northerly direction along the centerline of Farrington Boulevard to the centerline of Meadow Place Drive;

THENCE in a westerly direction along the centerline of Meadow Place Drive to its projected intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to the projected north line of the Creekmont Subdivision;

THENCE in a westerly direction along the north line of the Creekmont Subdivision to POINT OF BEGINNING of the herein-described District 1 boundary.

Election Officials:

Isabelle Salas, Presiding Judge
Bonnie Garrison, Alternate Presiding Judge

Election Precinct #2

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and a line projected south from the southwest corner of Tract 17K, W.M. Jones Survey, A-482;

THENCE in a northerly direction along the west line of Tracts 17K, 17K-1, 17-D, 17E & 17R, and 17M, W.M. Jones Survey, A-482, to its projected intersection with the north right-of-way line of Spencer Highway (West Main Street);

THENCE in an easterly direction along the north right-of-way line of Spencer Highway (West Main Street) to its intersection with the projected centerline of Clarksville Road;

THENCE in a southerly direction along the centerline of Clarksville Road to its intersection with the centerline of Carlow Lane;

THENCE in an easterly direction along the centerline of Carlow Lane to its intersection with the centerline of Underwood Road;

THENCE in a southerly direction along the centerline of Underwood Road to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 2 boundary.

Election Officials:

Isabelle Salas, Presiding Judge
Bonnie Garrison, Alternate Presiding Judge

Election Precinct #3

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the centerline of Underwood Road;

THENCE in a northerly direction along the centerline of Underwood Road to its intersection with the centerline of Carlow Lane;

THENCE in a westerly direction along the centerline of Carlow Lane to its intersection with the centerline of Clarksville Road;

THENCE in a northerly direction along the centerline of Clarksville Road to its intersection with the north right-of-way line of Spencer Highway;

THENCE in an easterly direction along the north right-of-way of Spencer Highway (West Main Street) to its intersection with the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west line of Underwood Road to its intersection with the projected northernmost boundary of the Creekmont Subdivision;

THENCE in an easterly direction along the north line of the Creekmont Subdivision to its intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a southerly direction along the centerline of Big Island Slough to its intersection with the centerline of Hillridge Road;

THENCE in a westerly direction along the centerline of Hillridge Road to its intersection with the centerline of Roseberry Drive;

THENCE in a southerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Rocky Hollow Road;

THENCE in a westerly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its intersection with the centerline of Clairmont Drive;

THENCE in a westerly direction along the centerline of Clairmont Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a southerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Parkway Drive;

THENCE in an easterly direction along the centerline of Parkway Drive to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its projected intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to its intersection with the centerline of Underwood Road being POINT OF BEGINNING of the herein-described District 3 Boundary.

Election Officials:

Isabelle Salas, Presiding Judge
Bonnie Garrison, Alternate Presiding Judge

Election Precinct #4

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at point at the intersection of the centerline of Spencer Highway (West Main Street) and the projected east line of the City of La Porte Municipal Airport;

THENCE in a northerly direction along the east line of the City of La Porte Municipal Airport to the westernmost northwest corner of Lots 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, La Porte Outlots;

THENCE in an easterly direction along the south line of Tracts 471D-2, 471D & 471D-1, and 471, La Porte Outlots, to the southeast corner of Tract 471, La Porte Outlots;

THENCE in a northerly direction along the east line of Tract 471, La Porte Outlots, to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in an easterly direction along the north line of Tracts 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, Lots 8, 13, & 28, Lot 7, Lots 5 & 6, Lot 4, Lot 3, Lot 2, and Tracts 1A & 1B, La Porte Outlots, to the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to a point 350' north of the intersection of the centerline of North "P" Street and Sens Road;

THENCE in a westerly direction along the west right-of-way of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in an easterly direction along the centerline of Old La Porte Road to its intersection with the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to its intersection with the north right-of-way line of State Highway 225;

THENCE in an easterly direction along the north right-of-way line of State Highway 225 to the northeast corner of Tract 12A, Enoch Brinson Survey, A-5;

THENCE in a westerly direction along the north line of Tract 12A and Tract 12B, Enoch Brinson Survey, A-5, to the east right-of-way line of Strang Road;

THENCE in a northerly direction along the east right-of-way of Strang Road to the northwest corner of Tract 13D-3, Staashen Subdivision;

THENCE in an easterly direction along the north line of Tracts 13D-3 and Tract 13D, Staashen Subdivision, to the west right-of-way of State Highway 146;

THENCE in a northeasterly direction along the west right-of-way of State Highway 146 to its intersection with the shoreline of San Jacinto Bay;

THENCE in a westerly direction along the meanders of the shoreline of San Jacinto Bay to a point for corner at its intersection with the north boundary line of the La Porte Independent School District;

THENCE in an easterly direction along the north line of La Porte Independent School District to its intersection with an imaginary line 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel;

THENCE in a southeasterly direction along said imaginary line situated 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel to its intersection with the north line of the City of Morgan's Point;

THENCE in a westerly direction along the north line of the City of Morgan's Point to its intersection with the west line of the City of Morgan's Point, said point being a line projected northward from the east right-of-line of North Broadway;

THENCE in a southerly direction along the east line of North Broadway to its intersection with the north line of Barbour's Cut Boulevard;

THENCE along the north line of Barbour's Cut Boulevard to its intersection with the projected east line of Donaldson Avenue;

THENCE in a southeasterly direction along the east line of Donaldson Avenue to its intersection with the centerline of East "E" Street;

THENCE in a southwesterly direction along the centerline of East "E" Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a southeasterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of Park Street;

THENCE in a southwesterly direction along the centerline of Park Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a northwesterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of East "G" Street;

THENCE in a southwesterly direction along the centerline of East "G" Street to its intersection with the centerline of South Broadway;

THENCE in a southerly direction along the centerline of South Broadway to its intersection with the centerline of Fairmont Parkway;

THENCE in a westerly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South 16th Street;

THENCE in a northerly direction along the centerline of South 16th Street to its intersection with the centerline of West "B" Street;

THENCE in a westerly direction along the centerline of West "B" Street to its intersection with the centerline of South 17th Street;

THENCE in a northerly direction along the centerline of South 17th Street to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the projected east line of the City of La Porte Municipal Airport and the POINT OF BEGINNING of the herein-described District 4 boundary.

Election Officials:

Mary Ann Trainer, Presiding Judge
Debbie Yancey, Alternate Presiding Judge

Election Precinct #5

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

TRACT 1:

BEGINNING at the intersection of the centerline of Spencer Highway (West Main Street) and the centerline of Fleetwood Drive;

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of South 17th Street;

THENCE in a southerly direction along the centerline of South 17th Street to its intersection with the centerline of West "B" Street;

THENCE in an easterly direction along the centerline of West "B" Street to its intersection with the centerline of South 16th Street;

THENCE in a southerly direction along the centerline of South 16th Street to its intersection with the centerline of Fairmont Parkway;

THENCE in an easterly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South Broadway;

THENCE in a northerly direction along the centerline of South Broadway to its intersection with the centerline of East "G" Street;

THENCE in a northeasterly direction along the centerline of East "G" Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a southeasterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of Park Street;

THENCE in a northeasterly direction along the centerline of Park Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a northwesterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of East "E" Street;

THENCE in a northeasterly direction along the centerline of East "E" Street to its intersection with the west line of the City of Morgan's Point;

THENCE in a southeasterly along the west line of the City of Morgan's Point to its intersection with the shoreline of Galveston Bay;

THENCE in a southerly direction along the shoreline of Galveston Bay to its intersection with the north line of the City of Shoreacres;

THENCE in a westerly direction along the north line of the City of Shoreacres to its intersection with the west line of State Highway 146;

THENCE in northeasterly direction along the west line of the State Highway 146 to the south line of McCabe Road;

THENCE in a westerly direction along the south line of McCabe Road to its projected intersection with the west line of the Union Pacific Railroad right-of-way;

THENCE in a northerly direction along the west line of the Union Pacific Railroad right-of-way to its intersection with the south line of Fairmont Parkway;

THENCE in a westerly direction along the south line of Fairmont Parkway to its intersection with the centerline of Driftwood Drive;

THENCE in a northerly direction along the centerline of Driftwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in a westerly direction along the centerline of Spruce Drive North to its intersection with the centerline of Fleetwood Drive;

THENCE in a northerly direction along the centerline of Fleetwood Drive to the POINT OF BEGINNING of the herein-described Tract 1 of District 5 boundary.

TRACT 2:

BEGINNING at the intersection of the east line of South Broadway and the south line of the City of Shoreacres;

THENCE in an easterly direction along the south line of the City of Shoreacres to its intersection with the northeast corner of the Bay Colony Subdivision and the shoreline of Galveston Bay;

THENCE in a southeasterly direction along the east line of the Bay Colony Subdivision and the shoreline of Galveston Bay to the southeast corner of the Bay Colony Subdivision, said corner also being the city limit line of the City of Pasadena;

THENCE in a westerly direction along the south line of the Bay Colony Subdivision and the city limit line of the City of Pasadena to its intersection with the east right-of-way of South Broadway;

THENCE in a northerly direction along the east line of South Broadway to the POINT OF BEGINNING for the herein-described Tract 2 of District 5 boundary.

Election Officials:

Mary Ann Trainer, Presiding Judge
Debbie Yancey, Alternate Presiding Judge

Election Precinct #6

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the projected centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Parkway Drive;

THENCE in a westerly direction along the centerline of Parkway Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a northerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Clairmont Drive;

THENCE in an easterly direction along the centerline of Clairmont Drive to its intersection with the centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Rocky Hollow Road;

THENCE in an easterly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Roseberry Drive;

THENCE in a northerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Hillridge Road;

THENCE in an easterly direction along the centerline of Hillridge Road to its intersection with Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to its intersection with the projected centerline of Meadow Place Drive;

THENCE in an easterly direction along the centerline of Meadow Place Drive to its intersection with the centerline of Farrington Boulevard;

THENCE in a southerly direction along the centerline of Farrington Boulevard to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of Fleetwood Drive;

THENCE in a southerly direction along the centerline of Fleetwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in an easterly direction along the centerline of Spruce Drive North to its intersection with the centerline of Driftwood Drive;

THENCE in a southerly direction along the centerline of Driftwood Drive to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 6 boundary.

Election Officials:

Isabelle Salas, Presiding Judge
Bonnie Garrison, Alternate Presiding Judge

Early Voting

Polling Places:

La Porte City Hall (Council Chambers) – Main Early Voting Polling Place
604 West Fairmont Parkway
La Porte, Texas 77571

Instructional Technology Center (ITC Building) – Branch Early Voting Polling Place
9832 Spencer Hwy.
La Porte, Texas 77571

Bi-Lingual Election Clerk/Interpreter: Isabelle Salas and Gladis Sanchez.

Section 3. Voting at said election, including early voting, shall be by the use of voting machines; and the ballots of said election shall conform to the Texas Election Code, as amended.

Section 4. An Early Voting Ballot Board is hereby created to process Early Voting results for the election and the runoff election, if necessary. Garth Riggerbach is appointed Presiding Judge of the Early Voting Ballot Board, and Misty Bryant is appointed Alternate Presiding Judge of the Early Voting Ballot Board. At least two (2) other members of the Early Voting Ballot Board shall be appointed by the Presiding Judge, in the same manner as the precinct election clerks.

Early Voting by mail shall begin on the 45th day preceding the date of the election, or as soon thereafter as ballots are available, and shall continue until seven o'clock (7:00) P.M. on election day.

Applications for a ballot by mail shall be mailed, emailed, faxed or sent by common or contract carrier to the City Secretary, 604 W. Fairmont Parkway, La Porte, TX 77571, fax: 281-842-3701, email: csostaff@laportetx.gov.

Ballots voted by mail shall be mailed to the City Secretary, 604 W. Fairmont Parkway, La Porte, TX 77571, or sent by common or contract carrier to the same address or while the polls are open on election day, in person delivery to the early voting clerk's office by the voter who voted the ballot.

Early Voting shall be conducted by a clerk for Early Voting, namely the City Secretary; and the places at which Early Voting by personal appearance shall be conducted are designated as the La Porte City Hall, 604 West Fairmont Parkway, La Porte, Texas, (main early voting polling place), and the Instructional Technology Center (ITC Building), 9832 Spencer Hwy., La Porte, Texas, (branch early voting polling place).

Early Voting by personal appearance shall begin on the 12th day and shall continue through the 4th day preceding the day of election. Early voting by personal appearance shall be conducted on the weekdays of the early voting period from 8:00 a.m. to 5:00 p.m., except for the third day and the final day of the early voting period, in which case early voting hours shall be from 7:00 a.m. to 7:00 p.m.

Section 5. The City Secretary's election office in the La Porte City Hall is hereby designated as the Central Counting Station to receive all ballots cast at said election, and the City Secretary is hereby appointed the Presiding Manager for said Central Counting Station, and Sharon Harris is hereby appointed the Alternate Presiding Manager for said Central Counting Station. Said Manager shall appoint any clerks necessary to assist in receiving ballots and other records and in performing the other duties of said Manager in this regard. Jana Wood is hereby appointed as the Presiding Judge of the Central Counting Station, and Sharon Harris is hereby appointed as Alternate Presiding Judge for said Central Counting Station.

The City Secretary is hereby authorized and directed to obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of ballots at the Central Counting Station. Sharon Harris is hereby appointed the tabulation supervisor, and Gladis Sanchez is hereby appointed the assistant tabulation supervisor.

In compliance with Chapter 127 of the Texas Election Code, the tabulation supervisor, assistant tabulation supervisor, presiding judge of the central counting station, alternate presiding judge of the central counting station and any appointed clerks are entitled to compensation at the same rate as a precinct presiding judge except that the counting station judge is entitled to a minimum compensation of five hours' pay regardless of the amount of time worked; and a clerk who serves for the entire time a counting station is in operation is entitled to a minimum compensation of three hours' pay regardless of the amount of time worked.

Section 6. That all election materials including notice of the election, ballots, instruction cards, affidavits and other forms which voters may be required to sign and all early voting materials shall be printed in both English and Spanish or Spanish translations thereof shall be made available in the circumstances permitted and in the manner required by law.

Section 7. The City Secretary of the City of La Porte shall forthwith issue Notice of said election to be published one time in the BAY AREA OBSERVER, which is hereby found and declared to be a newspaper of general circulation in said City, not less than ten (10) days nor more than thirty (30) days prior to the date of the said election; in addition, Notice of said election shall be posted on the bulletin board in City Hall not later than the twenty-first (21st) day before election day and remain posted through election day.

Section 8. Upon a candidate tendering his or her application on the form prescribed, the City Secretary shall furnish to such candidate all information relative to the qualifications for the office being sought; the method of placing the candidate's name on the ballot; and any other pertinent information concerning said election;

Section 9. Each candidate for the office of Councilperson-at-large—Position A must be a resident qualified voter of the City for 12 months immediately preceding election day. Each candidate for the office of Councilperson-District 4 and Councilperson-District 5 must be a resident qualified voter of the City for 12 months immediately preceding election day and must also be a resident of the district for which he or she files.

Section 10. The deadline for a candidate to make application to have his or her name appear upon the ballot for such election, is hereby designated and established as 5:00 o'clock P.M., Friday, February 15, 2019. No application shall be accepted for filing prior to Wednesday, January 16, 2019.

Section 11. Said election shall be held in accordance with the provisions of the City Charter of the City of La Porte, Texas, and the general election laws of the State of Texas governing general and municipal elections, so far as same may be applicable thereto.

Section 12. Immediately after said election, the officers holding the same shall make and deliver the returns of the results thereof and the accompanying records for use in the official canvass to the City Council of the City of La Porte, Texas; and the City Council shall canvass said returns at a Special Meeting set by the City Council; and shall, immediately after canvassing the returns, declare the results of the election. The Mayor shall immediately thereafter deliver a certificate of election to the candidate for whom the majority of votes have been polled for each respective office.

Section 13. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision; and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

Section 14. This Ordinance shall be in effect immediately upon its passage and approval.

Section 15. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open

Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED, this ____ day of January, 2019.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>January 14, 2019</u>
Requested By: <u>Ryan Cramer, EDC</u>
Department: <u>Administration</u>
Report _____ Resolution: _____ Ordinance: _____

<u>Appropriation</u>
Source of Funds: <u>Special Programs</u>
Account Number: <u>038-6030-565.99-97</u>
Amount Budgeted: <u>\$199,351.87</u>
Amount Requested: <u>\$19,645.90</u>
Budgeted Item: YES NO

Exhibit: Chapter 380 Agreement
Confirmed investment schedule
Certificate of Occupancy

SUMMARY & RECOMMENDATION

On March 27, 2017, City Council entered into a Chapter 380 Agreement with Oakland Land and Development Inc. for the development of Sector 23. For the development the City agreed to reimburse up to \$362,457.94 the developer paid to abandon City right-of-way in exchange for \$12,000,000 of capital investment in buildings over 3,000 square feet in size. On July 10, 2017 Council approved the first payment of \$66,547.28 towards the \$362,457.94 total. Then on April 23, 2018 Council approved payment of \$96,558.79 for the buildings at 631 S. 14th Street and 1306 W. F Street.

Staff has been able to confirm \$650,422.50 of spending for the building at 605 S. 16th St which makes the applicant eligible for \$19,645.90 as the confirmed spending is 5.4201875% of the total required and \$19,645.90 is that percentage of the total amount to be reimbursed. To date, this brings the total confirmed investment of all buildings up to \$6,007,147.08.

Action Required by Council:

Consider approval or other action regarding payment of \$19,645.90 to Oakland Land and Development Inc.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**TEXAS LOCAL GOVERNMENT CODE CHAPTER 380 AGREEMENT FOR
REIMBURSEMENT OF PAYMENT FOR CLOSURE OF STREET RIGHT-OF-WAY,
BETWEEN OAKLAND LAND & DEVELOPMENT, INC., A MISSISSIPPI
CORPORATION, AND THE CITY OF LA PORTE, TEXAS**

This AGREEMENT is entered into by and between the City of La Porte, Texas, a Texas municipal corporation of Harris County, Texas (“CITY”), and Oakland Land & Development, Inc., a Mississippi Limited Liability Corporation (hereinafter called “DEVELOPER”). DEVELOPER and CITY may be referred to jointly herein as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code provides statutory authority for a local government to establish and provide for the administration of one or more programs, for making loans and grants and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality;

WHEREAS, CITY has found that providing a program consisting of a grant of funds to DEVELOPER in exchange for DEVELOPER’S completion of the Project proposed by DEVELOPER will promote local economic development and stimulate business and commercial activity and create jobs within the CITY (hereafter referred to as “PROGRAM”); and

WHEREAS, the Project proposed by DEVELOPER will additionally benefit CITY by generating revenue from the assessment of ad valorem tax on personal property, inventory and real property; and

WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

NOW THEREFORE, for the reasons stated in these Recitals, which are incorporated into and made part of this Agreement, and in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. The Project.

1.1 DEVELOPER is planning to construct approximately twenty-two (22) office/industrial/warehouse buildings within a thirty (30) acre area in La Porte, between West G Street and West D Street and bordered to the west by South 15th Street and to the east by a drainage way (F216 Linear detention pond, including Blocks 866, 864, and 863), which project is more

particularly described in Exhibit A (the "Project" herein) and the location of DEVELOPER'S tracts is more particularly described in Exhibit B (the "Property" herein). Construction of the said buildings is estimated to occur over a six (6) year period with a total minimum capital investment by DEVELOPER of at least \$12,000,000.00.

1.2 As a precondition to implementation of the Project, DEVELOPER determined that it was necessary to close, vacate and abandon portions of the existing rights-of-way within Sector 23 between West Main Street, SH 146, West Fairmont Parkway, and North 16th Street (the "Rights-of-Way" herein), which currently separates DEVELOPER'S tracts, in order to consolidate said tracts and thereafter construct street access along West F Street, 14th Street, and West E Street (see Exhibit C) to facilitate the construction and development of the proposed Project.

1.3 DEVELOPER completed applications and received approval of the City Council to close, vacate and abandon the Rights of Way pursuant to Chapter 62, Article II of CITY'S Code of Ordinances, more fully described in Exhibit D.

1.4. DEVELOPER has paid CITY \$362,457.94 for Rights of Way closure described in Section 1.3 above.

1.5 In exchange for development of the Project, and attainment of certain performance standards upon completion of the Project, as more fully described herein, DEVELOPER seeks CITY'S agreement to reimburse DEVELOPER for payment of fair market value as required under Chapter 62 of CITY'S Code of Ordinances, for construction of West F Street, 14th Street, and West E Street.

Section 2. CITY Obligations.

2.1 CITY agrees to reimburse DEVELOPER in an amount not to exceed the payment of fair market value received by CITY for closure of Rights-of-Way paid by DEVELOPER, as a grant in accordance with this Agreement and as allowed by Texas Local Government Code 380, as an inducement to DEVELOPER to complete the Project. However, as provided in Section 3 of this Agreement, CITY'S agreement to reimburse DEVELOPER is conditioned on DEVELOPER'S obligation to attain certain specified performance benchmarks in connection with the Project. The failure of DEVELOPER to satisfy the specified performance benchmarks shall provide CITY the right to forfeit such reimbursement and to be forever released from any obligation to make such reimbursement.

2.2 Payments to DEVELOPER shall occur in based on and in accordance with requirements outlined in Section 3 for completed construction of buildings within the Property, as described in Exhibit B. The DEVELOPER shall submit proof of Certificate of Occupancy and documentation of capital investment for each building as completed. The capital investment for each building relative to the total capital investment amount will determine the payment amount for each submitted reimbursement request.

- a. Individual reimbursement requests shall be pro-rated based on a total incentive amount not to exceed \$362,457.94.
- b. In no case will reimbursement be made if a copy of the Certificate of Occupancy and documentation of capital investment is not submitted to the CITY by March 27, 2023.
- c. In the case that proof of Certificate of Occupancy and documentation of capital investment are received on or before March 27, 2023, the CITY shall convene a meeting of

the City Council for a date no later than forty-five (45) days after the receipt and final verification of submitted documentation by CITY from DEVELOPER. Upon verification of the completion of the aforementioned buildings, as reflected by a formal vote of the City Council that DEVELOPER has satisfied the requirements of this paragraph, CITY will then remit payment to DEVELOPER within a period not to exceed thirty (30) days.

Section 3. DEVELOPER Obligations.

3.1 As a condition for CITY's reimbursement of DEVELOPER'S payment of fair market value for closure of Rights-of-Way as a grant to induce completion of the Project, DEVELOPER promises to submit to CITY, and shall submit to CITY the following items, on or before the deadline indicated in Section 5:

a) Proof of Certificate of Occupancy issued by CITY for each building situated on the Property, with such building(s) having a minimum building footprint of 3,000 square feet; and

b) Documentation substantiating capital investment of each building by DEVELOPER for building construction and other related building improvements, which are necessary to develop the proposed Project, not to include street improvements identified in Section 1.5. The total capital investment for all buildings must be at least \$12,000,000.00.

3.2 DEVELOPER agrees that CITY will have the right to review the business records of DEVELOPER that relate to the Project and this Agreement in order to determine DEVELOPER'S compliance with the terms of this AGREEMENT. Such review shall occur at any reasonable time and upon thirty (30) days' prior notice to DEVELOPER. To the extent reasonably possible, DEVELOPER shall make all such records available in electronic form.

3.3 DEVELOPER shall not allow any portion of ad valorem taxes owed to CITY on the Property, or any other property owned by DEVELOPER and located within the City of La Porte, Texas to become delinquent beyond the date when due, and as such date may be extended to permit protest of valuation or any appeal; nor shall DEVELOPER fail to render for taxation any personal property, including inventory and equipment, owned by DEVELOPER and located within the City of La Porte, Texas.

3.4 DEVELOPER covenants and certifies that DEVELOPER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with Section 2265.052 of the Texas Government Code, if DEVELOPER is convicted of a violation under 8 U.S.D. Section 1324a (f), DEVELOPER shall forfeit reimbursement from the CITY.

Section 4. Force Majeure.

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the

terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (“**Force Majeure**”), the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 5. Term. The term of this Agreement shall begin upon the execution hereof by both Parties and end either upon the complete performance of all obligations and conditions imposed upon DEVELOPER under this Agreement (unless sooner terminated in writing in accordance with this Agreement), or on March 27, 2023, whichever date occurs first.

Section 6. Indemnity.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT ARISE OUT OF OR ARE OCCASIONED BY DEVELOPER’S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Section 7. Termination.

Termination for Misrepresentation. Notwithstanding any provision for notice of default and any opportunity to cure provided for in this Agreement, CITY may terminate this Agreement immediately by providing written notice to DEVELOPER, if DEVELOPER, its officers or signatories to this Agreement misrepresented or misrepresents any material fact or information: 1) upon which CITY relied in entering into this Agreement; 2) upon which CITY relied in making reimbursement to DEVELOPER; or 3) which served as an inducement for CITY to make a grant to DEVELOPER.

Section 8. Personal Liability of Public Officials.

No employee or elected official of CITY shall be personally responsible for any liability arising under or related to this Agreement. Under no circumstances shall City’s actions or obligations

hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

Section 9. Venue and Governing Law.

This Agreement is performable in Harris County, Texas and venue of any action arising out of this Agreement shall be exclusively in Harris County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 10. Notices.

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for CITY, to:

City of La Porte, Texas
604 W. Fairmont Pkwy.
La Porte, Texas 77571
ATTN: City Manager

If intended for DEVELOPER, to:

Oakland Land & Development, Inc.
by: Jeff Burkhalter, Manager
PO Box 952
Natchez, MS 39121-0952

Section 11 Applicable Laws.

This Agreement is made subject to the provisions of the Charter and ordinances of CITY, as amended, and all applicable state and federal laws (collectively, the "Applicable Laws"), and violation of same shall constitute a default under this Agreement.

Section 12. Legal Construction.

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

Section 13. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 14. Captions.

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

Section 15. Successors and Assigns.

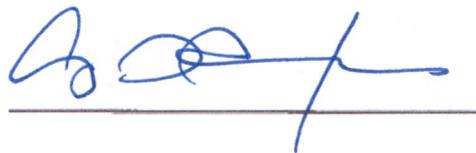
The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement **SHALL NOT** be assigned by DEVELOPER to any other person or entity, without prior, written CITY approval. Written approval of the CITY shall be required for an assignment to an Affiliate of DEVELOPER, but in such case approval shall not be unreasonably withheld. "Affiliate of DEVELOPER," as used herein, is defined as a parent, sister, partner, joint venture, or subsidiary entity of DEVELOPER; any entity in which DEVELOPER is a major shareholder, owns an equity interest, or is a joint venture or partner (whether general or limited).

Section 16. Entire Agreement.

This Agreement embodies the complete agreement of the parties hereto regarding waiver of payment of the fair market value to close the Right-of-Way in connection with the Project, superseding all oral or written previous and contemporary agreements between the parties, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

CITY OF LA PORTE, TEXAS

EXECUTED THIS 27th day of March,
2017, by CITY, signing by and through
its City Manager.



A handwritten signature in blue ink, appearing to be "A. [unclear]", written over a horizontal line.

Oakland Land & Development, Inc.

EXECUTED THIS 14th day of
March, 2017, by Jeff Burkhalter



A handwritten signature in blue ink, appearing to be "Jeff Burkhalter", written over a horizontal line.

	<u>Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Method</u>	
1	11/21/2016	Rigid Building Systems	\$ 6,726.00	CK#	1487
2	11/20/2016	Unitas Construction	\$ 29,475.00	CK#	1483
3	12/14/2016	Coastal Testing Lab	\$ 1,008.00	CK#	1491
4	5/31/2017	Michael Westergren	\$ 240.00	CK#	123401
5	9/20/2017	ACW Engineering	\$ 2,500.00	CK#	1544
6	11/2/2017	ACW Engineering	\$ 10,250.00	CK#	1559
7	12/1/2017	Michael Westergren	\$ 243.75	CK#	123667
8	12/29/2017	EIC Surveying	\$ 2,500.00	CK#	123736
9	2/20/2018	ACW Engineering	\$ 1,000.00	CK#	2051
10	2/23/2018	City of LaPorte	\$ 110.00	CK#	2055
11	2/23/2018	City of LaPorte	\$ 7,960.25	CK#	2054
12	3/12/2018	Jenergy Inspections, Inc	\$ 425.00	CK#	123898
13	3/12/2018	Unitas Construction	\$ 22,260.00	CK#	123902
14	3/12/2018	Liberatos/Westergren	\$ 5,152.37	CK#	123899
15	4/4/2018	Texas Outhouse	\$ 121.88	CK#	123946
16	4/4/2018	Unitas Construction	\$111,012.50	CK#	123947
17	4/4/2018	Liberatos/Westergren	\$ 8,881.00	CK#	123940
18	4/17/2018	EZ Waste	\$ 844.69	Credit Card	
19	4/26/2018	Juan Pena	\$ 2,600.00	CK#	123986
20	5/1/2018	Liberatos/Westergren	\$ 15,493.72	CK#	124002
21	5/1/2018	Juan Pena	\$ 9,704.60	CK#	124005
22	5/1/2018	Coastal Testing Lab	\$ 2,584.00	CK#	123996
23	5/1/2018	Dynamic Plumbing	\$ 23,200.00	CK#	123998
24	5/1/2018	Fireproof Contractors, Inc	\$ 14,436.00	CK#	124001
25	5/1/2018	Unitas Construction	\$151,416.61	CK#	124009
26	5/4/2018	Bay Insulation	\$ 2,783.88	Credit Card	
27	5/15/2018	EZ Waste	\$ 444.69	Credit Card	
28	5/22/2018	Rigid Building Systems	\$ 39,312.72	Wire Transfer	
29	5/31/2018	Michael Westergren	\$ 1,111.19	CK#	124055
30	5/31/2018	Spring Overhead Door	\$ 7,725.00	CK#	124053
31	5/31/2018	Liberatos/Westergren	\$ 6,822.78	CK#	124052
32	6/13/2018	EZ Waste	\$ 549.69	Credit Card	
33	6/21/2018	Camacho's Steel Erectors	\$ 12,350.00	CK#	124075
34	6/21/2018	Joe Torres	\$ 3,080.00	CK#	1573
35	6/25/2018	Fireproof Contractors, Inc	\$ 4,136.00	CK#	1575

36	6/25/2018	Michael Westergren	\$ 225.00	CK#	124099
37	6/25/2018	Joe Torres	\$ 200.00	CK#	124097
38	6/25/2018	Texas Outhouse	\$ 121.88	CK#	124096
39	6/25/2018	Coastal Testing Lab	\$ 1,480.00	CK#	124083
40	6/25/2018	Daniel Gonzalez	\$ 2,000.00	CK#	1574
41	7/2/2018	Joey's Glass	\$ 6,215.93	CK#	1577
42	7/2/2018	Dynamic Plumbing	\$ 15,500.00	CK#	1576
43	7/2/2018	Liberatos/Westergren	\$ 3,303.06	CK#	1578
44	7/12/2018	McCoy's Building Supply	\$ 11,426.27	Online	
45	7/19/2018	Michael Westergren	\$ 1,016.47	CK#	1583
46	7/19/2018	Texas Outhouse	\$ 121.88	CK#	124136
47	7/19/2018	Joey's Glass	\$ 635.00	CK#	1581
48	7/20/2018	EZ Waste	\$ 458.03	Credit Card	
49	8/1/2018	Home Depot	\$ 475.19	Credit Card	
50	8/3/2018	R.A Weaver	\$ 2,992.00	CK#	1589
51	8/3/2018	Daniel Gonzalez	\$ 3,000.00	CK#	1586
52	8/3/2018	Barrett's Heating & A/C	\$ 6,400.00	CK#	1590
53	8/10/2018	Coupland Crafts & Signs	\$ 75.78	CK#	124181
54	8/10/2018	Texas Outhouse	\$ 121.88	CK#	124187
55	8/13/2018	Sherwin Williams	\$ 1,819.86	CK#	1596
56	8/15/2018	Home Depot	\$ 1,830.79	Credit Card	
57	8/26/2018	Fischers Hardware	\$ 21.62	Credit Card	
58	8/27/2018	EZ Waste	\$ 458.03	Credit Card	
59	8/27/2018	Sherwin Williams	\$ 151.59	CK#	124210
60	8/27/2018	Williams Insulation	\$ 2,798.00	CK#	1604
61	8/27/2018	R.A Weaver	\$ 24,586.00	CK#	1602
62	8/27/2018	Liberatos/Westergren	\$ 5,583.51	CK#	1601
63	8/27/2018	Jose Hernandez	\$ 2,900.00	CK#	1600
64	8/27/2018	Daniel Gonzalez	\$ 5,990.00	CK#	1599
65	8/27/2018	Dynamic Plumbing	\$ 13,789.00	CK#	1598
66	8/28/2018	Fischers Hardware	\$ 6.47	Credit Card	
67	8/28/2018	Carpet Plus	\$ 2,740.00	CK#	1605
68	8/29/2018	Fischers Hardware	\$ 33.54	Credit Card	
69	8/30/2018	Fischers Hardware	\$ 15.13	Credit Card	
70	9/5/2018	McCoy's Building Supply	\$ 2,018.61	Online	
71	9/5/2018	Texas Outhouse	\$ 121.88	CK#	124231

72	9/5/2018	Sherwin Williams	\$ 31.60	CK#	124228
73	9/7/2018	Camacho's Steel Erectors	\$ 600.00	CK#	124233
74	9/7/2018	Daniel Gonzalez	\$ 1,403.29	CK#	1609
75	9/12/2018	Home Depot	\$ (176.08)	Credit Card	
76	9/14/2018	Stroud Interiors/API	\$ 3,496.48	CK#	1612
77	9/14/2018	Brian Stanton Assoc	\$ 450.00	CK#	124237
78	9/18/2018	Home Hardware Center	\$ 436.36	Credit Card	
79	9/28/2018	Liberatos/Westergren	\$ 1,553.96	CK#	1616
80	9/28/2018	R.A Weaver	\$ 11,680.26	CK#	1619
81	10/14/2018	Fischers Hardware	\$ 66.01	Credit Card	
82	10/15/2018	EZ Waste	\$ 713.14	Credit Card	
83	10/23/2018	Home Hardware Center	\$ 141.11	Credit Card	
84	10/27/2018	Shades of Texas	\$ 129.90	Credit Card	
85	10/27/2018	Fischers Hardware	\$ 51.92	Credit Card	
86	10/29/2018	Barber's Nursery	\$ 587.30	Credit Card	
87	10/30/2018	Barber's Nursery	\$ 104.05	Credit Card	
88	10/30/2018	Home Depot	\$ 110.59	Credit Card	
89	10/30/2018	Home Depot	\$ (51.11)	Credit Card	

\$650,422.50

CITY OF LA PORTE
604 W FAIRMONT PARKWAY
LA PORTE, TEXAS
LA PORTE TX 77571

C E R T I F I C A T E O F O C C U P A N C Y

P E R M A N E N T

Issue Date 10/15/18
Parcel Number 024-107-025-0006
Property Address 605 S SIXTEENTH ST
LA PORTE TX 77571
Subdivision Name LA PORTE
Legal Description LTS 9 10 11 22 23 & 24 & ADJ 1
6 FT ABND ALLEY
BLK 825
LA PORTE
Property Zoning IND - LIGHT
Owner OAKLAND LAND & DEVELOPMENT LLC
Contractor LW CONSTRUCTION
832 289-7080
Application number 18-00000173 000 000
Description of Work NEW COMMERCIAL
Construction type WOOD FRAME
Occupancy type STORAGE
Flood Zone

CL

Approved Mark Huber Building Official 10/15/18

VOID UNLESS SIGNED BY BUILDING OFFICIAL

City of La Porte
604 W Fairmont Pkwy
La Porte, Tx 77571

(281) 470-5073

INSPECTION LINE: (281) 470-5130

***** BUILDING PERMIT*****

Application Number 18-00000173

Page 2
Date 1/04/19

Special Notes and Comments

COMPLY WITH TEXAS ACCESSIBILITY STANDARDS (TAS) AS REQUIRED.

5. THIS BUILDING PERMIT APPROVED SUBJECT TO CITY APPROVED CONSTRUCTION DRAWINGS WITH RED LINES, PLAN REVIEW COMMENTS & CERTIFIED SITE PLAN & INSPECTIONS.

6. CONTRACTOR IS REQUIRED TO FURNISH UNDER CONSTRUCTION ELEVATION CERTIFICATE PRIOR TO CALLING IN FOR A FOUNDATION PRE-POUR INSPECTION IF APPLICABLE.

7. IF ANY FILL DIRT IS BROUGHT ONTO THE SITE OTHER THAN INSIDE THE BUILDING FOOTPRINT, A SEPARATE FILL DIRT PERMIT IS REQUIRED.

8. ANY FUTURE REMODEL OR BUILDOUT OF OFFICE SPACE REQUIRES SEPARATE PERMITS AND INSPECTIONS.

9. SEPARATE ELECTRICAL, PLUMBING & MECHANICAL PERMITS REQUIRED FOR ANY RELATED WORK.

10. ANY NEW OR PROPOSED SIGNAGE REQUIRES A SEPARATE SIGN PERMIT BEFORE INSTALLING ANY SIGNAGE.

11. CALL FOR INSPECTIONS BEFORE ANY WORK IS COVERED.

12. FINAL ENERGY CODE CERTIFICATE OF COMPLIANCE REQUIRED FORM ICC CERTIFIED 3RD PARTY ENERGY CODE INSPECTOR BEFORE BUILDING FINAL INSPECTION IF APPLICABLE.

13. ANY CHANGES TO THE APPROVED SET OF PLANS OR APPROVED SCOPE OF WORK MUST BE APPROVED BY THE INSPECTIONS DIVISION PRIOR TO COMMENCING CHANGES IN THE FIELD.

14. SEPARATE IRRIGATION PLANS AND PERMIT REQUIRED PRIOR TO INSTALLING THE IRRIGATION SYSTEM. IRRIGATION PLANS REQUIRED TO BE SEALED BY A TEXAS STATE LICENSED IRRIGATOR.

15. SMOKE DETECTORS REQUIRED TO BE INSTALLED AS PER THE 2011 NEC HARDWIRED AND INTERCONNECTED IF APPLICABLE.

16. GFCI RECEPTACLES REQUIRED TO COMPLY WITH THE 2011 NEC FOR THE KITCHEN COUNTER TOPS AND BATHROOMS WHERE

City of La Porte
 604 W Fairmont Pkwy
 La Porte, Tx 77571

(281) 470-5073

INSPECTION LINE: (281) 470-5130

**** BUILDING PERMIT****

Application Number 18-00000173

Page 3
 Date 1/04/19

Special Notes and Comments

- REQUI RED.
17. ALL AREAS INTENDED TO BE UTILIZED FOR PARKING SPACE AND DRIVEWAYS SHALL BE SURFACED WITH MATERIALS SUITABLE TO CONTROL DUST AND DRAINAGE.
18. DUMPSTER ENCLOSURE MUST BE REPAI RED AND DUMPSTER MUST BE ENCLOSED.

Other Fees	SEWER INSPECTION FEE	25.00
	SEWER-COMM CONNECTION	3020.00
	WATER - TAP FEE	800.00
	WATER - COMM CONNECTION	1684.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	1587.50	1587.50	.00	.00
Plan Check Total	793.75	793.75	.00	.00
Other Fee Total	5529.00	5529.00	.00	.00
Grand Total	7910.25	7910.25	.00	.00

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) _____ DATE _____

(APPROVED BY BUILDING OFFICIAL OR AUTHORIZED AGENT) _____ DATE _____

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>January 14, 2019</u>
Requested By: <u>Ryan Cramer, Economic Dev Coordinator</u>
Department: <u>CMO</u>
Report <u> </u> Resolution: <u> </u> Ordinance: <u> </u>

<u>Appropriation</u>
Source of Funds: <u>038</u>
Account Number: <u>038-6030-565-30-01</u>
Amount Budgeted: <u>\$20,000</u>
Amount Requested: <u>\$20,000</u>
Budgeted Item: YES NO

Exhibit: Proposal and agreement

SUMMARY & RECOMMENDATION

The previous contract for services with the Bay Area Houston Economic Partnership (BAHEP) expired December 31, 2018. The new contract, which is identical to the previous contract, is for a period of three years, beginning January 1, 2019 and ending December 31, 2021. The scope of services, highlighted by written updates, trade show representation and site selector visits, are the same in the new contract as what was in the previous agreement. The annual membership cost of \$20,000 is an approved expenditure in the La Porte Development Corporation's FY 2019 Budget.

Action Required by Council:

Consider approval or other action authorizing the City Manager to execute a 3 year agreement with the Bay Area Houston Economic Partnership.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

AGREEMENT

THIS AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES (“Agreement”), as described in PROPOSAL (Exhibit A) TO THE CITY OF LA PORTE is made effective as of the Effective Date (defined below) between the **City of La Porte** (“City”) and the **Bay Area Houston Economic Partnership** (“Contractor”), a Texas 501 (c)(6) not for profit organization.

Contract Term:

This Agreement is effective on the Effective Date and remains in effect for three (3) years thereafter, unless sooner terminated under this agreement.

Services:

Contractor agrees to provide the services described in Exhibit A.

Payment Term:

The City shall pay \$20,000 per year, in semi-annual installments, for Contractor’s economic development services rendered under this Agreement. Initial payment to Contractor is due within thirty- (30) days of the Effective Date.

Effective Date:

This Agreement shall be effective as of January 1, 2019.

Termination for Convenience by the City:

The City may terminate this Agreement at any time by giving 30 days’ written notice to Contractor. The City’s right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice the City shall then honor payment terms for services rendered under this agreement unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR’S ONLY REMEDIES FOR THE CORPORATION’S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED

IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

Termination for Cause by Contractor:

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the city manager describing the default and the proposed termination date. The date must be at least 30 days after the city manager receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date. To effect final termination, the contractor must notify the city manager in writing.

Termination for Cause by City:

If Contractor defaults under this Agreement, the city manager may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the city manager may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The city manager, at his or her sole option may extend the termination date to a later date. If the city manager allows Contractor to cure the default and Contractor does so to the city manager's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the city manager may terminate this Agreement on the termination date, at no further obligation of the Corporation.

To effect final termination, the city manager must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

Signatures:

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:

BAY AREA HOUSTON ECONOMIC
PARTNERSHIP

By: _____
Name:
Title:

By:  _____
Bob Mitchell
President

CITY OF LA PORTE

By: _____
Patrice Fogarty
City Secretary

By: _____
Corby Alexander
City Manager

Exhibit A

1. Bay Area Houston Economic Partnership will assist the City of La Porte to work within the established framework as outlined in the City of La Porte's 2000-2020 Comprehensive Plan.
 - Provide the City of La Porte direct access to Bay Area Houston Economic Partnership's research capability for information regarding studies, forward planning and research.
 - Attract diversified industry that will contribute to the tax base as well as provide jobs for a variety of diverse workers in the community without conflicting with other land uses in La Porte, while encouraging younger citizens to remain in the community.
 - Ensure that all existing and future commercial development is attractive, highly utilized and without negative influence on adjacent residential uses.
 - Facilitate meetings with county and state officials in order to develop a positive working relationship; in regards to mutual goals for development of lands and thoroughfares within the city limits.
 - Assist the City of La Porte to improve the community character of La Porte to make it a more desirable place to live, work and visit.
2. Utilize Comprehensive Plan objectives to assist the City of La Porte achieve economic development goals.
3. Include the City of La Porte in specific Bay Area Houston Economic Partnership communications, as follows:
 - Inclusion of City La Porte material on the Bay Area Houston Economic Partnership Web site.
 - Inclusion of the City of La Porte in Bay Area Houston Economic Partnership printed materials and electronic newsletters.
 - Advise the City of La Porte in development of marketing materials for the city Web site and for print and video distribution.
4. Include the Mayor, other elected officials or city staff in two CEO visits per year.
5. Coordinate representation of the City of La Porte at two trade shows per year, with Bay Area Houston Economic Partnership staff working separately with city staff on the best methods to promote the City of La Porte's economic development objectives.
6. Include the City of La Porte and local businesses in four business workshops, seminars or similar programs each year.
7. Continue to engage industry representatives from the industrial complex, City of La Porte and Bay Area Houston Economic Partnership to identify constraints and barriers to economic vitality of the petrochemical industry and determine appropriate resolution.
8. Along with an annual written report documenting progress, Bay Area Houston Economic Partnership representatives will meet every six months with the Mayor of the City of La Porte and/or his designated representative(s).



Proposal to the City of La Porte

for

Economic Development Services

Submitted

by

**Bay Area Houston
Economic Partnership**

October 24, 2018



BAY AREA HOUSTON ECONOMIC PARTNERSHIP

Bay Area Houston Economic Partnership is a 501 (c)(6) not for profit organization focusing on the growth of the region through retention, expansion, plus recruitment of high performance jobs and business. The Bay Area Houston Economic Partnership service area includes the City of La Porte and the Bayport Industrial Complex on the east, Ellington Airport and City of Pasadena on the north, the City of Webster on the west and the City of Dickinson on the south. The region encompasses parts or all of 13 cities and parts of Harris and Galveston counties. The 2018 estimated population for people who live and work in the Bay Area Houston region is 850,000.

Bay Area Houston Economic Partnership currently has more than 270 members employing over 130,000 people who reside in Harris and Galveston counties, including the economic partner cities of La Porte, Clear Lake Shores, Dickinson, El Lago, Houston, Kemah, League City, Morgan's Point, Nassau Bay, Pasadena, Seabrook, Taylor Lake Village and Webster. Private and public partners include those in the aerospace and specialty chemical industries, as well as real estate brokers and developers, banks, healthcare and education.

PURPOSE

As the City of La Porte continues to focus on diversity and expanding the economy, the Bay Area Houston Economic Partnership looks forward to continuing its partnership with the City of La Porte and assisting in the continued development and implementation of an enhanced economic development strategy.

ECONOMIC DEVELOPMENT SERVICES

Economic Development Goals and Direction

Bay Area Houston Economic Partnership will provide the following services:

- a. Assist the City of La Porte in setting economic development goals and objectives.
- b. Recommend policies, processes, and procedures that enable City of La Porte to successfully compete for new business within our target industries but not limited to Aerospace, Biotechnology, Specialty Chemicals and Maritime.
- c. Alert City of La Porte of potential loss or addition of business due to changes in policy, State or federal law, or other impacts.
- d. Develop business linkages for City of La Porte, given the city's economic development goals.
- e. Provide opportunities for City of La Porte officials to sit on Bay Area Houston Economic Partnership committees.



- f. Consult with City of La Porte officials or their designees on issues related to economic development.
- g. Create, expand, or nurture partnerships with other municipalities or agencies to promote and enhance the City La Porte's economic development strategy.
- h. Include the City of La Porte in any and all discussions hosted by Bay Area Houston Economic Partnership with its allies that are related to regional economic development issues.

Economic Development Marketing and Sales

Bay Area Houston Economic Partnership will provide the following services:

- a. Organize and conduct coordinated marketing and sales programs that build from the City of La Porte's strengths to influence positively the national and international decision makers who decide where to locate, relocate, or expand.
- b. Target and recruit businesses and companies most likely to result in business location, relocation, and expansion.
- c. Solicit jobs from employers that result in a broader, more diversified tax base.
- d. Assist the City of La Porte in the development of a city plan for economic development.
- e. Provide relevant background information about the City of La Porte, the region, and the State of Texas, as appropriate to the business opportunity.
- f. Invite City of La Porte officials to meetings with executives who are interested in business location, relocation, and expansion.
- g. Coordinate City of La Porte in the Bay Area Houston Economic Partnership comprehensive communications program geared to national and international business opportunities and disseminating information about the City of La Porte's business climate and business activities.

Business Assistance Programs

Bay Area Houston Economic Partnership will provide the following services:

- a. Include City of La Porte officials and business persons in workshops, seminars, programs, and other educational or training programs designed to assist the City in promoting new business development, start-up business, entrepreneurship, business expansion, and other business assistance ventures.
- b. Include the City of La Porte representatives in business development activities.

Additional Special Services

Bay Area Houston Economic Partnership will provide the following additional special services at no cost to the city:

- a. BAHEP will continue its advocacy for the Coastal Spine, a coastal storm surge protection system, by working with local, state and federal elected officials, the General Land Office, the Gulf Coast Community Protection and Recovery District and the Bay Area Coastal Protection Alliance.



- b. BAHEP will continue its collaboration with the Coalition for Sustainable Flood Insurance to monitor the National Flood Insurance Program and its reauthorization by the U.S. Congress.
- c. BAHEP's International Maritime Advisory Committee will work with the local school districts to develop curriculum for new maritime classes to be offered at the high school level. This initiative is developing an education pipeline that includes San Jacinto College District, Texas A&M Galveston and University of Houston – Clear Lake to meet the growing workforce demand by the region's maritime industry.
- d. Collaborate with the economic development coordinator and other regional organizations to protect and grow the Ellington Airport assets, including the Houston Spaceport, and expand the military presence at Ellington Field. BAHEP will work with the Houston Airport System to market Ellington Airport and perform economic development activities to protect and grow assets related to aerospace. BAHEP, through the Ellington Field Task Force, will work with local businesses and elected officials in a strategic manner focusing on areas which most substantially benefit the military presence at Ellington Field (such as Alert Fighter aircraft, Predator unmanned aerial vehicles, quality of life for Joint Armed Forces Reserve Base, and Regional Homeland Security Defense Operations Center).

FUNDING USES

Funding will be used specifically for the economic development services stated below:

“Deliverables”

1. Bay Area Houston Economic Partnership will assist the City of La Porte to work within the established framework as outlined in the City of La Porte's 2000-2020 Comprehensive Plan.
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 - Attract diversified industry that will contribute to the tax base as well as provide jobs for a variety of diverse workers in the community without conflicting with other land uses in La Porte, while encouraging younger citizens to remain in the community.
 - Ensure that all existing and future commercial development is attractive, highly utilized and without negative influence on adjacent residential uses.



- Facilitate meetings with county and state officials in order to develop a positive working relationship; in regards to mutual goals for development of lands and thoroughfares within the city limits.
 - Assist the City of La Porte to improve the community character of La Porte to make it a more desirable place to live, work and visit.
2. Utilize Comprehensive Plan objectives to assist the City of La Porte achieve economic development goals.
 3. Include the City of La Porte in specific Bay Area Houston Economic Partnership communications, as follows:
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 - Inclusion of the City of La Porte in Bay Area Houston Economic Partnership printed materials and electronic newsletters.
 - Advise the City of La Porte in development of marketing materials for the city website and for print distribution.
 4. Include the mayor, other elected officials or city staff in two executive-level or site selector visits per year.
 5. Coordinate representation of the City of La Porte at two trade shows per year, with Bay Area Houston Economic Partnership staff working separately with the Economic Development Coordinator and city staff on the best methods to promote the City of La Porte's economic development objectives.
 6. Include the City of La Porte and local businesses in four business workshops, seminars or similar programs each year.
 7. Continue to engage industry representatives from the Bayport Industrial District, City of La Porte and Bay Area Houston Economic Partnership to identify constraints and barriers to economic vitality of the specialty chemical industry and determine appropriate resolution.
 8. Along with an annual written report documenting progress, Bay Area Houston Economic Partnership representatives will meet every six months with the mayor of the City of La Porte and/or his designated representative(s).

FUNDING REQUEST

Bay Area Houston Economic Partnership is requesting a three-year funding partnership with the City of La Porte, at an investment level of \$20,000 per year for specific economic development services as outlined above, which will directly benefit the City of La Porte and its extra territorial jurisdiction (ETJ). The funding will be paid in semi-annual installments per year.

FY2019	\$20,000
FY2020	\$20,000
FY2021	\$20,000

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 14, 2019</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>
Exhibits: Bid Tabulation
Exhibits: Notification and Access Report

Source of Funds: <u>Utility and CIP Fund</u>
Account Number: <u>002-7085-533-4012</u>
<u>002-7086-532-4013</u>
<u>003- Various</u>
Amount Budgeted: \$ 186,000.00
Amount Requested: \$ 160,080.81
Budgeted Item: YES

SUMMARY & RECOMMENDATION

Advertised sealed bid #19003 – Water and Sewer Supplies was opened and read on November 7, 2018. Five bids were received. Bids were advertised in the Bay Area Observer on October 18 and October 25, 2018 and posted on the city’s website and Public Purchase.

Low bids meeting specifications were submitted as follows:

Coburn Supply	
Section #1 Service Material and Brass	\$ 55,683.21
Section #3 Rubber Adapters, Sewer Fittings, Tubing and Meter Boxes	\$ 19,271.49
Sub Total	\$ 74,954.70
Core & Main L.P.	
Section #5 Ductile & C I Fittings	\$ 20,941.78
Section #6 Transition Couplings	\$ 801.80
Section #7 PVC Pipe and Fittings	\$ 11,392.80
Sub Total	\$ 33,136.38
CPR dba MDN Enterprises	
Section #4 Gate Valves	\$ 9,996.73
Sub Total	\$ 9,996.73
Accurate Utility Supply	
Section #2 Repair Clamps and Couplings	\$21,993.00

Sub Total **\$21,993.00**

Grand Total \$140,080.81

The contract price is for one (1) year with an additional two-year renewable option at one year intervals upon agreement of both parties.

Staff Recommendation:

Staff recommends award of water and sewer supplies to low bidders meeting specifications as listed above. Items will be purchased for Public Works warehouse inventory throughout the year and distributed as needed. Funds are available and within budget of the water and sewer divisions' various accounts. A \$20,000 contingency is recommended for unforeseen water main breaks and water main replacement.

Project Benefits, Liabilities, and Operating Costs:

These items are maintained in the warehouse for water and sewer line leaks and repairs, including commercial and residential. The immediate availability of these items reduces the time that water is shut-off for the citizens and reduces amount of water leaking into roads, alleys, and ditches. If the items are not available, utility crews would have to drive into Houston to purchase the parts, significantly decreasing productivity and efficiency.

Action Required by Council:

Consider approval or other action authorizing the City Manager to enter into contracts with Coburn Supply, CPR dba MDN Enterprises, Core & Main L.P. and Accurate Utility Supply for the annual supply of water and sewer supplies in the amount of \$140,080.81 and a \$20,000 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Notification and Access Report to Sealed Bid #19003 Water and Sewer Supplies

NOTIFICATIONS:

Vendor Name	Reason
AC Plumbing Supply, Inc.	Bid Notification
ALLIED INDUSTRIAL SALES, I	Bid Notification
ALL-PUMP & EQUIP. CO.	Bid Notification
Alta One, LLC	Bid Notification
Applied Industrial Technologies	Bid Notification
Austin Pump & Supply Compan	Bid Notification
Automatic Pump & Equipment (Bid Notification
Bartholow Rental Company	Bid Notification
Bi-State Rubber Inc.	Bid Notification
Boo's Pump Rentals, Inc.	Bid Notification
CAPP USA INC	Bid Notification
CDC News	Bid Notification
Central Tank Coatings, Inc.	Bid Notification
CFI Mechanical	Bid Notification
COBURN'S	Bid Notification
D Davila	Bid Notification
Equipment Southwest	Bid Notification
Equipment Southwest, Inc.	Bid Notification
Facility Solutions Group	Bid Notification
FERGUSON WATERWORKS	Bid Notification
FERGUSON WATER WORKS	Bid Notification
FISCO	Bid Notification
Fortiline Waterworks	Bid Notification
Gowan, Inc.	Bid Notification
GRZ Mechanical LLC	Bid Notification
G-SPEC RESOURCES CORP.	Bid Notification
Hartwell Environmental Corpora	Bid Notification
HD SUPPLY FACILITIES MAIN	Bid Notification
HD Supply Water Works	Bid Notification
Hearn Company	Bid Notification
Industrial Systems, Inc.	Bid Notification
Jaimar Automation, LLC	Bid Notification
JBS Water, Inc.	Bid Notification
K2 Services, LLC	Bid Notification
Kilgore Industries	Bid Notification
Kinloch Equipment	Bid Notification
Matchpoint Inc	Bid Notification
MORRISON SUPPLY	Bid Notification
Newman Regency Group	Bid Notification
North America Procurement Co	Bid Notification
PLW Waterworks, LLC	Bid Notification
Polston Applied Technologies C	Bid Notification
Pool & Electrical Products, Inc.	Bid Notification
Precision Plant Services, LLC.	Bid Notification
PumpWrxs & Controls	Bid Notification
R+B Group, Inc.	Bid Notification
Royal Media Network	Bid Notification
Royal Media Network Inc.	Bid Notification
Semiconductor Equipment Serv	Bid Notification

SME USA Inc.	Bid Notification
Texas Underground, Inc.	Bid Notification
Tiocco inc.	Bid Notification
U.S. Underwater Service, LLC	Bid Notification
UtiliWorks Consulting, LLC	Bid Notification
wbi inc	Bid Notification
Western Oilfields Supply Comp	Bid Notification

ACCESS:

Accurate Utility and Supply

Acme Inc

ACT PIPE AND SUPPLY #19003 - Water and Sewer Supplies.pdf□

Advanced Starlight Internationa #19003 - Water and Sewer Supplies.pdf□

Alta One, LLC #19003 - Water and Sewer Supplies.pdf□

Applied Industrial Technologies #19003 - Water and Sewer Supplies.pdf□

Automatic Pump #19003 - Water and Sewer Supplies.pdf□

AY McDonald Manufacturing Co.

BidClerk

CAPP USA INC #19003 - Water and Sewer Supplies.pdf□

Central Tank Coatings, Inc. #19003 - Water and Sewer Supplies.pdf□

CMS

COBURN'S #19003 - Water and Sewer Supplies.pdf□

Construction Journal #19003 - Water and Sewer Supplies.pdf□

Core & Main #19003 - Water and Sewer Supplies.pdf□

CPR SERVICES & SUPPLIES, #19003 - Water and Sewer Supplies.pdf□

Dodge Data & Analytics #19003 - Water and Sewer Supplies.pdf□

FERGUSON WATERWORKS #19003 - Water and Sewer Supplies.pdf□

Fortiline Waterworks #19003 - Water and Sewer Supplies.pdf□

Grand Cayon Minority Contract #19003 - Water and Sewer Supplies.pdf□

Hartwell Environmental Corpora #19003 - Water and Sewer Supplies.pdf□

ICM OF AMERICA, INC #19003 - Water and Sewer Supplies.pdf□

IMS

Industrial Systems, Inc. #19003 - Water and Sewer Supplies.pdf□

J&S Valve #19003 - Water and Sewer Supplies.pdf□

K2 Services, LLC #19003 - Water and Sewer Supplies.pdf□

Kinloch Equipment #19003 - Water and Sewer Supplies.pdf□

L&L Supplies #19003 - Water and Sewer Supplies.pdf□

North America Procurement Council

Onvia #19003 - Water and Sewer Supplies.pdf□

Perkens WS Corporation #19003 - Water and Sewer Supplies.pdf□

Precision Plant Services, LLC. #19003 - Water and Sewer Supplies.pdf□

Royal Media Network

SmartProcure #19003 - Water and Sewer Supplies.pdf□

SO

Tukmol General Contractor

Wayne Enterprises

Webtech #19003 - Water and Sewer Supplies.pdf□

Section	Description	QTY	Coburn Supply			Accurate Utility Supply			Core & Main LP			CPR dba MDN			J&S Valve Inc.			
			Unit Price	Extended Price	Manufacturer (if other than specified)	Unit Price	Extended Price	Manufacturer (if other than specified)	Unit Price	Extended Price	Manufacturer (if other than specified)	Unit Price	Extended Price	Manufacturer (if other than specified)	Unit Price	Extended Price	Manufacturer (if other than specified)	
1	Service Materials and NO LEAD Brass															No Bid		
	Meter Gasket, rubber 3/4" x 1/8"	3500	0.07	245	buy wholesale	0.18	630		0.06	210		0.1	350			No Bid		
	Meter Gasket, rubber 1" x 1/8"	300	0.08	24	buy wholesale	0.19	57		0.07	21		0.12	36			No Bid		
	Meter Gasket, rubber 1.5"	10	0.7	7	buy wholesale	1.3	13		0.62	6.2		0.93	9.30			No Bid		
	Meter Gasket, rubber 2"	40	0.75	30	buy wholesale	1.75	70		0.73	29.2		1.1	44			No Bid		
	Meter Gasket Kit, 2" (#431TO8PLF water meter flange, oval)	35	51.03	1786.05	Matco Norca	65	2275		52.69	1844.15		58.86	2060.1			No Bid		
	Meter Coupling with gasket, 3/4"	250	4.38	1095	Matco Norca	7.05	1762.5	AY McDonald	4.5	1125		7.5	1875			No Bid		
	Meter coupling with gasket, 1"	15	5.73	85.95	Matco Norca	10.5	157.5	AY McDonald	5.89	88.35		11.54	173.1			No Bid		
	Curb stop with lockwing, comp/iron, 3/4"	100	31.36	3136	Ford	35.25	3525	AY McDonald	31.05	3105		48.9	4890			No Bid		
	Curb stop with lockwing, comp/iron, 1"	30	55.89	1676.7	Ford	61	1830	AY McDonald	55.33	1659.9		74.18	2225.4			No Bid		
	Curb stop with lockwing, comp/iron, 2"	20	198.99	3979.8	Ford	240.9	4818	AY McDonald	211.97	4239.4		221.42	4428.4			No Bid		
	Curb stop with lockwing, iron/iron, 3/4"	30	26.49	794.7	Ford	29.85	895.5	AY McDonald	26.23	786.9		27.4	822			No Bid		
	Curb stop with lockwing, iron/iron, 1"	15	46.76	701.4	Ford	52.55	788.25	AY McDonald	46.29	694.35		66.65	999.75			No Bid		
	Curb stop w/meter swivel nut, 1" x 3/4" (#B43-342W-NL)	130	58.56	7612.8	Ford	65	8450	AY McDonald	57.97	7536.1		62.36	8106.8			No Bid		
	Corporation, cc/compression, 3/4"	2	25.69	51.38	Ford	28.5	57	AY McDonald	25.44	50.88		26.54	53.08			No Bid		
	Corporation, cc/compression, 1"	100	38.85	3885	Ford	43.25	4325	AY McDonald	38.46	3846		40.15	4015			No Bid		
	Corporation, cc/compression, 2"	15	185.32	2779.8	Ford	201.75	3026.25	AY McDonald	183.42	2751.3		191.45	2871.75			No Bid		
	Tapping bushing, cc thread, 3/4" x 1"	70	9.89	692.3	Ford	10.85	759.5	AY McDonald	9.8	686		9.97	697.9			No Bid		
	3 part union, comp/comp 3/4" x 3"	140	14.34	2007.6	Ford	15.95	2233	AY McDonald	14.21	1989.4		14.43	2020.2			No Bid		
	3 part union, comp/comp 1"	170	16.39	2786.3	Ford	18.25	3102.5	AY McDonald	16.24	2760.8		16.95	2881.5			No Bid		
	3 part union, comp/comp, 3/4" x 1"	80	16.65	1332	Ford	18.55	1484	AY McDonald	16.49	1319.2		17.22	1377.6			No Bid		
	3 part union, comp/comp, 2"	25	74.13	1853.25	Ford	78.15	1953.75	AY McDonald	73.38	1834.5		76.59	1914.75			No Bid		
	Adapter, male, comp/iron, 3/4"	20	11.77	235.4	Ford	13.15	263	AY McDonald	11.66	233.2		12.17	243.4			No Bid		
	Adptor, male, comp/iron, 1"	10	13.94	139.4	Ford	15.5	155	AY McDonald	13.81	138.1		14.42	144.2			No Bid		
	Adaptor, male, comp/iron, 2"	10	55.69	556.9	Ford	61	610	AY McDonald	55.12	551.2		57.53	575.3			No Bid		
	Adaptor, female, comp/iron, 3/4"	10	12.39	123.9	Ford	13.75	137.5	AY McDonald	12.27	122.7		12.79	127.9			No Bid		
	Adaptor, female, comp/iron, 1"	10	16.8	168	Ford	18.7	187	AY McDonald	16.64	166.4		17.36	173.6			No Bid		
	Adptor, female, comp/iron, 1.5"	2	48.87	97.74	Ford	57	114	AY McDonald	48.38	96.76		50.51	101.02			No Bid		
	Adptor, female, comp/iron, 2"	12	58.21	698.52	Ford	63.35	760.2	AY McDonald	57.62	691.44		60.13	721.56			No Bid		
	Gave valve, brass, 3/4"	2	5.56	11.12	Matco-Norca	6.75	13.5		5.75	11.5		7.85	15.7			No Bid		

	Gate valve, brass, 1"	2	8.36	16.72	Matco-Norca	10.05	20.1		8.65	17.3		11.67	23.34		No Bid		
	Gate valve, brass, 1.5"	2	14.99	29.98	Matco-Norca	18.05	36.1		15.49	30.98		24.63	49.26		No Bid		
	Gate valve, bass, 2"	10	24.98	249.8	Matco-Norca	30	300		25.81	258.1		36.3	363		No Bid		
	Section Continued on Next Page																
Section 1	Continued	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	er (if other than	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Meter riser w/lockwing, 7" x 3/4"	10	72.78	727.8	Ford	82.5	825	AY McDonald	72.04	720.4		78.29	782.9		No Bid		
	Meter riser w/lockwing, 9" x 3/4"	2	73.68	147.36	Ford	85.35	170.7	AY McDonald	72.94	145.88		79.2	158.4		No Bid		
	U-Branch w/lockwing, 6 1/2" centers, 3/4" x 1"	100	94.57	9457	Ford	100.15	10015	AY McDonald	93.61	9361		98.6	9860		No Bid		
	Collar, brass, 3/4"	10	2.86	28.6	Matco-Norca	3.4	34		2.95	29.5		2.83	28.3		No Bid		
	Ell, brass, 90 DEGREE, 3/4"	2	3.25	6.5	Matco-Norca	4.25	8.5		3.65	7.3		3.5	7		No Bid		
	Ell, brass, 90 degree, 1"	6	5.02	30.12	Matco-Norca	6.5	39		5.63	33.78		5.39	32.34		No Bid		
	Ell, brass, 90 degree, 2"	4	17.61	70.44	Matco-Norca	21.15	84.6		18.19	72.76		17.44	69.76		No Bid		
	Tee, brass, iron/iron, 3/4" x 3/4"	4	4.34	17.36	Matco-Norca	5.25	21		4.48	17.92		4.3	17.2		No Bid		
	Bushing, brass, 3/4" x 1"	10	2.85	28.5	Matco-Norca	3.45	34.5		2.95	29.5		2.83	28.3		No Bid		
	Bushing, brass, 3/4" x 1 1/4"	1	4.87	4.87	Matco-Norca	5.85	5.85		5.03	5.03		4.82	4.82		No Bid		
	Bushing, brass, 1" x 2"	10	11.1	111	Matco-Norca	13.35	133.5		11.47	114.7		11	110		No Bid		
	Bushing, brass, 1 1/2" x 2"	4	9.22	36.88	Matco-Norca	11.05	44.2		9.52	38.08		9.13	36.52		No Bid		
	Nipple, close all thread, 3/4"	10	1.6	16	Matco-Norca	1.95	19.5		1.65	16.5		1.58	15.8		No Bid		
	Nipple, brass, 3/4" x 2"	10	2.01	20.1	Matco-Norca	2.45	24.5		2.08	20.8		1.99	19.9		No Bid		
	Nipple, brass, 3/4" x 4"	10	3.5	35	Matco-Norca	4.2	42		3.62	36.2		3.47	34.7		No Bid		
	Nipple, brass, 3/4" x 6"	10	5.12	51.2	Matco-Norca	6.15	61.5		5.29	52.9		5.07	50.7		No Bid		
	Nipple, close all thread, 1"	10	2.35	23.5	Matco-Norca	2.85	28.5		2.43	24.3		2.33	23.3		No Bid		
	Nipple, brass, 1/2"	5	1.11	5.55	Matco-Norca	1.35	6.75		1.14	5.7		1.1	5.5		No Bid		
	Nipple, brass, 1" x 2"	8	2.89	23.12	Matco-Norca	3.45	27.6		3	24		2.88	23.04		No Bid		
	Nipple, brass, 1" x 4"	5	5.07	25.35	Matco-Norca	6.1	30.5		5.25	26.25		5.03	25.15		No Bid		
	Nipple, brass, 1" x 6"	8	7.48	59.84	Matco-Norca	9	72		7.73	61.84		7.41	59.28		No Bid		
	Nipple, brass, 1 1/2" x 4"	2	8.91	17.82	Matco-Norca	10.65	21.3		9.2	18.4		8.82	17.64		No Bid		
	Nipple, brass, 1 1/2" x 6"	10	13.16	131.6	Matco-Norca	15.8	158		13.6	136		13.04	130.4		No Bid		
	Nipple, brass, 2" x 2"	5	7.03	35.15	Matco-Norca	8.45	42.25		7.26	36.3		6.95	34.75		No Bid		
	Niple, brass, 2" x 4"	20	11.46	229.2	Matco-Norca	13.75	275		11.84	236.8		11.35	227		No Bid		
	Nipple, brass, 2" x 6"	30	16.93	507.9	Matco-Norca	20.3	609		17.48	524.4		16.76	502.8		No Bid		
	Reducer, 2" x 3/4"	10	19.51	195.1	Matco-Norca	23.45	234.5		20.15	201.5		19.31	193.1		No Bid		
	Reducer, 2" x 1" bushing	10	19.51	195.1	Matco-Norca	23.45	234.5		20.15	201.5		19.31	193.1		No Bid		

	Reducer, brass, 2" x 1.5" bushing	10	17.31	173.1	Matco-Norca	20.75	207.5		17.88	178.8		17.14	171.4		No Bid			
	Plug, brass, 1"	10	2.72	27.2	Matco-Norca	3.25	32.5		2.81	28.1		2.7	27		No Bid			
	Plug, brass, 3/4"	5	2.08	10.4	Matco-Norca	2.45	12.25		2.13	10.65		2.05	10.25		No Bid			
	Tee, brass, 1" x 1"	5	7.71	38.55	Matco-Norca	9.25	46.25		7.97	39.85		7.64	38.2		No Bid			
	Tee, brass, 2" x 2"	2	24.39	48.78	Matco-Norca	29.25	58.5		25.18	50.36		24.15	48.3		No Bid			
	Section Continued on Next Page																	
Section 1	Continued	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	
		2	9.22	18.44	Matco-Norca	11.05	22.1		9.52	19.04		9.13	18.26		No Bid			
		2	4.33	8.66	Matco-Norca	5.25	10.5		4.48	8.96		4.3	8.6		No Bid			
		10	15.18	151.8	Matco-Norca	18.25	182.5		15.67	156.7		15.03	150.3		No Bid			
		20	20.47	409.4	JCM Industries	22	440		20.74	414.8	Romac	22.4	448		No Bid			
		5	20.77	103.85	JCM Industries	23	115		21.26	106.3	Romac	38.21	191.05		No Bid			
		40	21.26	850.4	JCM Industries	24	960		22.74	909.6	Romac	22.6	904		No Bid			
		2	25.73	51.46	JCM Industries	30	60		28.39	56.78	Romac	28.21	56.42		No Bid			
		50	24.25	1212.5	JCM Industries	28	1400		26.47	1323.5	Romac	26.29	1314.5		No Bid			
		10	28.89	288.9	JCM Industries	33	330		31.42	314.2	Romac	31.22	312.2		No Bid			
		4	36.57	146.28	JCM Industries	42	168		39.7	158.8	Romac	39.46	157.84		No Bid			
		10	28.78	287.8	JCM Industries	33	330		31.02	310.2	Romac	30.81	308.1		No Bid			
		1	34.12	34.12	JCM Industries	39	39		37.33	37.33	Romac	37.1	37.1		No Bid			
		10	40.07	400.7	JCM Industries	44	440		41.94	419.4	Romac	41.67	416.7		No Bid			
		2	46.72	93.44	JCM Industries	51	102		48.74	97.48	Romac	49.72	99.44		No Bid			
		2	99.98	199.96	JCM Industries	110	220		105.75	211.5	Romac	110.35	220.7		No Bid			
		Sub Total - All items, Section 1			\$55,683.21			\$63,288.50					\$ 62,019.97					
		Section Continued on Next Page																
Section 2	Clamps and Couplings - Smith Blair 244	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	
		15	NO BID			22	330	Romac	19.01	285.15		19.21	288.15		No Bid			
		5	NO BID			45	225	Romac	40.19	200.95		40.6	203		No Bid			
		10	NO BID			23	230	Romac	20.11	201.1		20.32	203.2		No Bid			
		5	NO BID			46	230	Romac	40.48	202.4		40.91	204.55		No Bid			
		5	NO BID			24	120	Romac	20.49	102.45		20.71	103.55		No Bid			
		2	NO BID			47	94	Romac	40.98	81.96		41.41	82.82		No Bid			
		5	NO BID			24	120	Romac	21.18	105.9		21.4	107		No Bid			
		2	NO BID			48	96	Romac	41.77	83.54		42.21	84.42		No Bid			

Clamps and Couplings - Smith Blair 245			NO BID									0		No Bid		
Redi clamp, 2" x 3"	10	NO BID			10	100	Romac	7.29	72.9		7.36	73.6		No Bid		
Redi Clamp, 2" x 6"	10	NO BID			18	180	Romac	13.21	132.1		13.34	133.4		No Bid		
Clamps and Couplings - Smith Blair 226			NO BID									0		No Bid		
FCC 2.35 - 2.63 x 7.5"	70	NO BID			34	2380	Romac	42.16	2951.2		42.6	2982		No Bid		
FCC 2.35 - 2.63 x 12"	10	NO BID			57	570	Romac	74.85	748.5		75.63	756.3		No Bid		
FCC 3.46 - 3.70 x 12"	2	NO BID			69	138	Romac	83.13	166.26		84	168		No Bid		

Section Continued on Next Page

Section
2

<i>Continued</i>	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
FCC 3.73 - 4.00 x 12"	1	NO BID			69	69	Romac	85.55	85.55		86.44	86.44		No Bid		
FCC 3.96 - 4.25 x 7.5"	35	NO BID			43	1505	Romac	53.16	1860.6		53.72	1880.2		No Bid		
FCC 3.96 - 4.25 x 12"	5	NO BID			73	365	Romac	90.31	451.55		91.33	456.65		No Bid		
FCC 4.45 - 4.73 x 7.5"	2	NO BID			45	90	Romac	55.03	110.06		55.6	111.2		No Bid		
FCC 4.45 - 4.73 x 12"	2	NO BID			75	150	Romac	92.92	185.84		93.89	187.78		No Bid		
FCC 4.74 - 5.14 x 7.5"	10	NO BID			45	450	Romac	56.96	569.6		57.55	575.5		No Bid		
FCC 4.74 - 5.14 x 12"	2	NO BID			75	150	Romac	93.35	186.7		94.32	188.64		No Bid		
FCC 4.95 - 5.35 x 7.5"	15	NO BID			45	675	Romac	57.57	863.55		58.17	872.55		No Bid		
FCC 4.95 - 5.35 x 12"	2	NO BID			75	150	Romac	98.26	196.52		99.28	198.56		No Bid		
FCC 6.56 - 6.96 x 7.5"	5	NO BID			53	265	Romac	65.77	328.85		66.46	332.3		No Bid		
FCC 6.56 - 6.96 x 12"	1	NO BID			84	84	Romac	105.97	105.97		107.07	107.07		No Bid		
FCC 6.84 - 7.24 x 7.5"	10	NO BID			53	530	Romac	67.23	672.3		67.93	679.3		No Bid		
FCC 6.84 - 7.24 x 12"	10	NO BID			84	840	Romac	107.53	1075.3		108.65	1086.5		No Bid		
FCC 7.05 - 7.45 x 7.5"	20	NO BID			53	1060	Romac	68.24	1364.8		68.95	1379		No Bid		
FCC 7.05 - 7.45 x 12"	10	NO BID			84	840	Romac	109.28	1092.8		110.42	1104.2		No Bid		
FCC 7.45 - 7.85 x 7.5"	1	NO BID			53	53	Romac	69.99	69.99		70.72	70.72		No Bid		
FCC 8.54 - 8.94 x 7.5"	1	NO BID			81	81	Romac	77.94	77.94		106.04	106.04		No Bid		
FCC 8.99 - 9.39 x 7.5"	5	NO BID			62	310	Romac	80.42	402.1		81.26	406.3		No Bid		
FCC 8.99 - 9.39 x 12"	2	NO BID			98	196	Romac	128.77	257.54		130.11	260.22		No Bid		
FCC 9.27 - 9.67 x 7.5"	10	NO BID			62	620	Romac	82.2	822		83.05	830.5		No Bid		
FCC 9.27 - 9.67 x 12"	10	NO BID			98	980	Romac	131.61	1316.1		132.98	1329.8		No Bid		
FCC 11.75 - 12.15 x 7.5"	2	NO BID			81	162	Romac	99.96	199.92		101	202		No Bid		
FCC 13.40 - 13.80 x 15"	1	NO BID			151	151	Romac	223.94	223.94		226.24	226.24		No Bid		
FCC 14.00 - 14.40 x 12.5"	2	NO BID			146	292	Romac	185.36	370.72		187.29	374.58		No Bid		

	FCC 14.38 - 15.13 x 12"	1	NO BID			302	302	Romac	421.08	421.08		425.47	425.47		No Bid		
	FCC 18.46 - 19.20 x 16"	2	NO BID			375	750	Romac	476.55	953.1		481.51	963.02		No Bid		
	FCC 11.04 - 11.44 x 7.5"	2	NO BID			81	162	Romac	97.89	195.78		98.39	196.78		No Bid		
	Dresser Couplings Smith Blair 411	Quantit	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than	Unit Price	Extended Price	Manufacturer (if	Unit Price	Extended Price	(if other than specified)
	Dresser coupling, 3/4"	7	NO BID			20	140	Romac	19.45	136.15		19.66	137.62		No Bid		
	Dreser coupling, 1"	24	NO BID			21	504	Romac	20.12	482.88		20.33	487.92		No Bid		
	Dresser coupling, 1 1/4"	2	NO BID			22	44	Romac	21.07	42.14		21.29	42.58		No Bid		
	Dresser coupling, 1 1/2"	10	NO BID			25	250	Romac	25.16	251.6		25.43	254.3		No Bid		
	Dresser coupling, 2"	20	NO BID			30	600	Romac	28.51	570.2		28.8	576		No Bid		

Section Continued on Next Page

Section 2

	<i>Continued</i>	Quantit	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Coupling, 4" top bolt (4.46-5.60)	6	NO BID			150	900	Hymax	137.13	822.78		143.41	860.46		No Bid		
	Coupling, 6" top bolt (6.56-7.60)	6	NO BID			210	1260	Hymax	181.07	1086.42		189.94	1139.64		No Bid		
	Coupling, 8" top bolt (8.54-9.85)	6	NO BID			225	1350	Hymax	205.06	1230.36		214.44	1286.64		No Bid		
	Coupling, 12" top bolt (6.21-3.67)	2	NO BID			425	850	Hymax	318.82	637.64		325.61	651.22		No Bid		
	Sub Total, All Items Section 2		NO BID		NO BID		\$21,993.00			\$25,054.78			\$ 25,463.93		No Bid		

Section 3

	Rubber adaptors, sewer fittings, tubing and meter boxes	Quantit	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Fernco														No Bid		
	Adaptor, 4" PVC x 4" PVC	60	3.61	216.6	Fernco	4.05	243		3.62	217.2		3.67	220.2		No Bid		
	Adaptor, 4" PVC x 4" Clay	10	3.61	36.1	Fernco	4.05	40.5		3.62	36.2		3.67	36.7		No Bid		
	Adaptor, 4" PVC x 4" concrete	10	3.9	39	Fernco	4.25	42.5		3.9	39		3.96	39.6		No Bid		
	Adaptor, 6" PVC x 6" PVC	4	7.72	30.88	Fernco	8.15	32.6		7.73	30.92		7.84	31.36		No Bid		
	Adaptor, 6" PVC x 6" clay	4	7.72	30.88	Fernco	8.15	32.6		7.73	30.92		7.84	31.36		No Bid		
	Adaptor, 6" PVC x 6" concrete	3	8.55	25.65	Fernco	8.95	26.85		8.55	25.65		8.67	26.01		No Bid		
	Adaptor, 8" PVC x 8" PVC	5	11.89	59.45	Fernco	12.65	63.25		11.89	59.45		12.06	60.3		No Bid		
	Adaptor, 8" PVC x 8" clay	30	11.89	356.7	Fernco	12.65	379.5		11.89	356.7		13.03	390.9		No Bid		
	Adaptor, 8" PVC x 8" concrete	5	12.84	64.2	Fernco	13.05	65.25		12.85	64.25		13.03	65.15		No Bid		
	Adaptor, 10" PVC x 10" PVC	2	17.85	35.7	Fernco	18.5	37		17.86	35.72		18.11	36.22		No Bid		
	Adaptor, 10" PVC x 10" clay	2	17.85	35.7	Fernco	18.5	37		17.86	35.72		18.11	36.22		No Bid		
	Adaptor, 10" PVC concrete	2	17.85	35.7	Fernco	18.5	37		17.86	35.72		18.11	36.22		No Bid		
	Apaptor, 12" PVC x 12" clay	2	20.84	41.68	Fernco	22.5	45		20.84	41.68		21.13	42.26		No Bid		
	Adaptor, 12" PVC x 12" concrete	2	20.84	41.68	Fernco	22.5	45		20.84	41.68		21.13	42.26		No Bid		

Adaptor, 15" PVC x 15" clay	2	35.28	70.56	Fernco	35	70		35.28	70.56		36.24	72.48		No Bid		
Adptor, 6" clay x 4" PVC	2	9.07	18.14	Fernco	9.25	18.5		9.08	18.16		9.21	18.42		No Bid		
Adaptor, 6" concrete x 4" PVC	2	9.07	18.14	Fernco	9.25	18.5		9.08	18.16		9.21	18.42		No Bid		
Adaptor, 6" clay x 6" I.I. Eccentric	2	50.93	101.86	Fernco	51	102		50.94	101.88		51.21	102.42		No Bid		
Adaptor, 6" concrete x 6" C.I. Eccentric	2	50.93	101.86	Fernco	51	102		50.94	101.88		51.21	102.42		No Bid		
Adaptor, 8" clay x 8" C.I. Eccentric	2	78.54	157.08	Fernco	80	160		78.54	157.08		78.95	157.9		No Bid		
Adaptor, 8" concrete x 8" C.I. Eccentric	2	104.62	209.24	Fernco	115	230		104.61	209.22		105.16	210.32		No Bid		
Coupling, 4" x 4"	70	1.11	77.7	Plastic Trends	1.75	122.5		1.67	116.9		1.67	116.9		No Bid		
Coupling, 6" x 6"	5	6.1	30.5	Plastic Trends	6.5	32.5		6.11	30.55		6.11	30.55		No Bid		
Coupling, 8" x 8"	5	19.03	95.15	Plastic Trends	20	100		19.04	95.2		19.04	95.2		No Bid		
Reducer, 6" x 4", Sch 35	20	8.12	162.4	Plastic Trends	9	180		8.13	162.6		8.13	162.6		No Bid		
Reducer, 8" x 6", Sch 35	10	34.38	343.8	Plastic Trends	37.5	375		34.39	343.9		34.39	343.9		No Bid		

Section Continued on Next Page

Section 3	<i>Continued</i>	Quantit	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Ell, 45 degree, 6"	10	9.94	99.4	Plastic Trends	10.25	102.5		9.95	99.5		9.95	99.5		No Bid		
	Ell, 90 degree, 6"	2	10.8	21.6	Plastic Trends	12	24		10.81	21.62		10.81	21.62		No Bid		
	Ell, 45 degree, 8"	2	27.16	54.32	Plastic Trends	30	60		27.17	54.34		27.17	54.34		No Bid		
	Ell, 90 degree, 8"	2	38.36	76.72	Plastic Trends	40	80		38.37	76.74		38.37	76.74		No Bid		
	Clean-out, 6" with plug	10	25.86	258.6	Plastic Trends	35	350		25.87	258.7		26.44	264.4		No Bid		
	Saddle tee w/SS bands, gaskets, 6" x 4"	20	19.72	394.4	Plastic Trends	20	400		19.72	394.4		19.72	394.4		No Bid		
	Saddle tee w/SS bands, gaskets, 6" x 6"	2	32.18	64.36	Plastic Trends	25	50		NA			25.85	51.7		No Bid		
	Saddle tee w/SS bands, gaskets, 8" x 4"	40	24.76	990.4	Plastic Trends	25	1000		24.78	991.2		24.78	991.2		No Bid		
	Saddle tee w/SS bands, gaskets, 8" x 6"	2	28.38	56.76	Plastic Trends	30	60		28.38	56.76		28.38	56.76		No Bid		
	Saddle tee w/S bands, gaskets, 10" x 4"	10	43.79	437.9	Plastic Trends	45	450		43.8	438		43.8	438		No Bid		
	Saddle tee w/SS bands, gaskets, 10" x 6"	2	52.3	104.6	Plastic Trends	56	112		52.3	104.6		52.3	104.6		No Bid		
	Saddle tee w/SS bands, gaskets, 12" x 4"	4	54.33	217.32	Plastic Trends	58	232		54.33	217.32		54.33	217.32		No Bid		
	Saddle tee w/SS bands, gaskets, 12" x 6"	2	61.08	122.16	Plastic Trends	65	130		61.1	122.2		61.1	122.2		No Bid		
	Saddle tee w/SS bands, gaskets, 15" x 4"	2	57.43	114.86	Plastic Trends	63	126		57.44	114.88		57.44	114.88		No Bid		
	Saddle, universal, 6"	6	44.94	269.64	Fernco	50	300		44.95	269.7		52.24	313.44		No Bid		
	Saddle, Uuniversal, 4"	70	34.01	2380.7	Fernco	35	2450		34.02	2381.4		40.08	2805.6		No Bid		
	Double "Y", 6" x 4"	1	26.89	26.89	Plastic Trends	32	32		26.9	26.9		26.9	26.9		No Bid		
	Double "Y", 8" x 4"	1	66.85	66.85	Plastic Trends	75	75		66.85	66.85		66.85	66.85		No Bid		
	Tee, Sch 35, 8" x 6"	2	37.52	75.04	Plastic Trends	42	84		37.52	75.04		37.52	75.04		No Bid		

Tee, Sch 35, 6" x 4"	2	13.56	27.12	Plastic Trends	16	32	13.56	27.12	13.56	27.12	13.56	27.12	No Bid		
Tee, Sch 35, 6"	2	14.35	28.7	Plastic Trends	17.5	35	14.35	28.7	14.35	28.7	14.35	28.7	No Bid		
Straps, SS w/flip-up screw	200	3.22	644	Plastic Trends	4.05	810	3.22	644	3.22	644	3.22	644	No Bid		
Coupling, 4"	100	2.5	250	Charlotte/Lasco	2.8	280	2.55	255	2.55	255	2.55	255	No Bid		
Ell, 16 degree, 4"	55	4.24	233.2	Charlotte/Lasco	4.85	266.75	4.31	237.05	4.31	237.05	4.31	237.05	No Bid		
Ell, 45 degree, 4"	70	4.96	347.2	Charlotte/Lasco	5.15	360.5	5.07	354.9	5.07	354.9	5.07	354.9	No Bid		
Ell, 90 degree, 4"	55	6.01	330.55	Charlotte/Lasco	11.05	607.75	11.05	607.75	11.05	607.75	11.05	607.75	No Bid		
Slip cap, 1/2"	30	0.12	3.6	Spears/Lasco	0.25	7.5	0.12	3.6	0.14	4.2	0.14	4.2	No Bid		
Slip cap, 3/4"	30	0.15	4.5	Spears/Lasco	0.28	8.4	0.14	4.2	0.16	4.8	0.16	4.8	No Bid		
Slip cap, 1"	30	0.23	6.9	Spears/Lasco	0.35	10.5	0.22	6.6	0.25	7.5	0.25	7.5	No Bid		
Slip cap, 4"	80	3.26	260.8	Spears/Lasco	3.8	304	3.26	260.8	3.26	260.8	3.26	260.8	No Bid		
Tee, 4" x 4" x 4"	40	8.17	326.8	Spears/Lasco	15.05	602	14.88	595.2	14.88	595.2	14.88	595.2	No Bid		
Cleanout with plug, 4"	120	6.15	738	Spears/Lasco	8.75	1050	5.18	621.6	6.16	739.2	6.16	739.2	No Bid		
Plug only, 4"	40	1.66	66.4	Spears/Lasco	1.95	78	1.67	66.8	1.67	66.8	1.67	66.8	No Bid		

Section Continued on Next Page

Section 3	Continued	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Double "Y", 4" x 4"	2	22.6	45.2	Charlotte/Lasco	28	56	22.6	45.2	27.06	54.12	27.06	54.12	No Bid			
	Glue, PVC, quart can, Wet and Dry	40	9.86	394.4	Oatey	14	560	7.39	295.6	17.83	713.2	17.83	713.2	No Bid			
	Primer, PVC, quart can	40	5.28	211.2	Rectorseal	11.25	450	5.11	204.4	12.14	485.6	12.14	485.6	No Bid			
	Lubricant, PVC, quart can	15	3.89	58.35	Oatey	5.5	82.5	3.39	50.85	3.82	57.3	3.82	57.3	No Bid			
	Cement, Talcote, Roof	10	50.58	505.8	Evergrip	60	600	5.79	57.9	75.69	756.9	75.69	756.9	No Bid			
	Strips, Ramneck	180	1.88	338.4	Evergrip	3.5	630	1.27	228.6	2.47	444.6	2.47	444.6	No Bid			
	Tee, Sch 40, 6" x 4"	10	36.27	362.7	Spears/Lasco	37.5	375	36.27	362.7	38.61	386.1	38.61	386.1	No Bid			
	CTS service tubing, 200 PSI, 3/4", 100 ft roll	1000	0.21	210	ADS	0.22	220	0.18	180	0.2	200	0.2	200	No Bid			
	CTS service tubing, 200 PSI 1", 100 ft roll	2000	0.29	580	ADS	0.4	800	0.31	620	0.34	680	0.34	680	No Bid			
	CTS service tubing, 200 PSI, 2", 100 ft roll	1000	1.08	1080	ADS	1.2	1200	1.01	1010	1.11	1110	1.11	1110	No Bid			
	Meter box, plastic, single with lid	120	12.78	1533.6	NDS	14.25	1710	13.97	1676.4	14.26	1711.2	14.26	1711.2	No Bid			
	Meter box, plastic, dual with lid	10	13.6	136	NDS	14.25	142.5	13.97	139.7	14.26	142.6	14.26	142.6	No Bid			
	Lid, plastic single	10	7.06	70.6	NDS	7.5	75	5.77	57.7	5.89	58.9	5.89	58.9	No Bid			
	Meter box, commercial jumbo with lid	60	24.28	1456.8	NDS	26.5	1590	25.36	1521.6	25.89	1553.4	25.89	1553.4	No Bid			
	Pump, hand, 6 ft hose	30	25.06	751.8	Beckson	30	900	22.9	687	24.71	741.3	24.71	741.3	No Bid			
	Sub Total, All Items, Section 3			\$19,271.49			\$22,598.95		\$19,098.02		\$21,750.02		\$21,750.02				

Section 4	Gate Valves w/gland restrains (East Jordan or Mueller)	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Cl screw type, 2"	10	224.06	2240.6	East Jordan	215	2150		215.51	2155.1	AFC	221.67	2216.7		145	1450	J&S Valve
	MJ type, 4"	5	410.66	2053.3	East Jordan	410	2050		406.72	2033.6	AFC	356.39	1781.95		386	1930	J&S Valve
	MJ type, 6"	10	499.04	4990.4	East Jordan	504	5040		517.95	5179.5	AFC	455	4550		502	5020	J&S Valve
	MJ type, 8"	2	809.02	1618.04	East Jordan	775	1550		807.98	1615.96	AFC	724.04	1448.08		1234	2468	J&S Valve
	Sub Total, All items, Section 4			\$10,902.34			\$10,790.00			\$10,984.16			\$9,996.73			\$10,868.00	

Section 5	Ductile fittings w/gland restrains & cast iron fittings, miscellaneous	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Ell, 45 degree, 4"	2	100.71	201.42	Serampore, Ind.	95	190		77.79	155.58		76.06	152.12		No Bid		
	Ell, 45 degree, 6"	1	137.43	137.43	Serampore, Ind.	130	130		106.08	106.08		113.96	113.96		No Bid		
	Ell, 45 degree, 8"	2	190.88	381.76	Serampore, Ind.	182	364		147.44	294.88		144.17	288.34		No Bid		
	Ell, 90 degree, 4"	2	107.54	215.08	Serampore, Ind.	102	204		83.07	166.14		81.23	162.46		No Bid		
	Ell, 90 degree, 6"	2	148.96	297.92	Serampore, Ind.	143	286		115.07	230.14		112.52	225.04		No Bid		
	Ell, 90 degree, 8"	2	207.54	415.08	Serampore, Ind.	199	398		160.31	320.62		156.75	313.5		No Bid		
	Solid sleeve, 4" x 7.5"	2	92.71	185.42	Serampore, Ind.	88	176		71.86	143.72		70.26	140.52		No Bid		
	Solid Sleeve, 4" x 12"	2	103.27	206.54	Serampore, Ind.	98	196		79.77	159.54		78	156		No Bid		

Section Continued on Next Page

Section 5	<i>Continued</i>	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Solid sleeve, 6" x 7.5"	3	129.31	387.93	Serampore, Ind.	123	369		99.9	299.7		97.68	293.04		No Bid		
	Solid sleeve, 6" x 12"	1	143.4	143.4	Serampore, Ind.	137	137		110.78	110.78		108.32	108.32		No Bid		
	Solid sleeve, 8" x 7.5"	2	172.1	344.2	Serampore, Ind.	164	328		132.93	265.86		129.98	259.96		No Bid		
	Solid sleeve, 8" x 12"	3	208.82	626.46	Serampore, Ind.	200	600		161.3	483.9		157.72	473.16		No Bid		
	Solid sleeve, 12" x 7.5"	2	326.04	652.08	Serampore, Ind.	311	622		251.86	503.72		210.06	420.12		No Bid		
	Solid sleeve, 12" x 12"	2	361.49	722.98	Serampore, Ind.	346	692		279.24	558.48		236.84	473.68		No Bid		
	Plug, 4"	2	52.27	104.54	Serampore, Ind.	18.5	37		40.38	80.76		41.74	83.48		No Bid		
	Plug w/2" tap, 4"	2	67.22	134.44	Serampore, Ind.	34	68		51.93	103.86		50.77	101.54		No Bid		
	Plug, 6"	2	76.82	153.64	Serampore, Ind.	35	70		59.35	118.7		58.03	116.06		No Bid		
	Plug, w/2" tap, 6"	2	91.34	182.68	Serampore, Ind.	50	100		70.57	141.14		69	138		No Bid		
	Plug 8"	2	108.24	216.48	Serampore, Ind.	52	104		83.62	167.24		81.76	163.52		No Bid		
	Plug w/2" tap, 8"	2	123.19	246.38	Serampore, Ind.	68	136		95.16	190.32		93.05	186.1		No Bid		
	Tee, 4" x 4"	2	154.24	308.48	Serampore, Ind.	147	294		119.16	238.32		116.52	233.04		No Bid		
	Tee, 6" x 4"	2	205.07	410.14	Serampore, Ind.	196	392		158.42	316.84		154.9	309.8		No Bid		

Tee, 6" x 6"	2	220.24	440.48	Serampore, Ind.	210	420		170.13	340.26		166.35	332.7		No Bid		
Tee, 8" x 4"	2	249.11	498.22	Serampore, Ind.	242	484		192.44	384.88		188.17	376.34		No Bid		
Tee, 8" x 6"	2	272.4	544.8	Serampore, Ind.	260	520		210.42	420.84		205.75	411.5		No Bid		
Tee, 8" x 8"	2	310.64	621.28	Serampore, Ind.	298	596		239.97	479.94		234.65	469.3		No Bid		
Tee, 12" x 6"	2	439.6	879.2	Serampore, Ind.	421	842		339.58	679.16		328.28	656.56		No Bid		
Tee, 12" x 8"	2	482.55	965.1	Serampore, Ind.	463	926		376.64	753.28		200.22	400.44		No Bid		
Reducer, MJSEB x PE, 4" x 3"	2	62.19	124.38	Serampore, Ind.	60	120		48.04	96.08		44.15	88.3		No Bid		
Reducer, MJSEB x PE, 6" x 3"	2	83.54	167.08	Serampore, Ind.	81	162		64.54	129.08		58.67	117.34		No Bid		
Reducer, MJSEB x PE, 6" x 4"	2	71.9	143.8	Serampore, Ind.	69	138		55.56	111.12		51.1	102.2		No Bid		
Reducer, MJSEB x PE, 8" x 4"	2	97.1	194.2	Serampore, Ind.	94	188		75.02	150.04		68.19	136.38		No Bid		
Reducer, MJSEB x PE, 8" x 6"	2	100.31	200.62	Serampore, Ind.	97	194		77.49	154.98		70.94	141.88		No Bid		
Reducer, MJLEB x PE, 4" x 3"	2	69.34	138.68	Serampore, Ind.	67	134		53.58	107.16		50.28	100.56		No Bid		
Reducer, MJLEB x PE, 6" x 3"	2	93.05	186.1	Serampore, Ind.	90	180		71.89	143.78		71.55	143.1		No Bid		
Reducer, MJLEB x PE, 6" x 4"	2	100.31	200.62	Serampore, Ind.	97	194		77.49	154.98		69.16	138.32		No Bid		
Reducer, MJLEB x PE, 8" x 4"	2	120.06	240.12	Serampore, Ind.	119	238		95.16	190.32		74.97	149.94		No Bid		
Reducer, MJLEB x PE, 8" x 6"	2	107.25	214.5	Serampore, Ind.	103	206		85.27	170.54		82.31	164.62		No Bid		
Shoe, cleanout, 4"	10	51.03	510.3	Serampore, Ind.	57.75	577.5		46.91	469.1		59.14	591.4		No Bid		
Valve box with lid, 18" x 24"	55	26.03	1431.65	Serampore, Ind.	32.35	1779.25		26.29	1445.95		41.94	2306.7		No Bid		
Valve box with lid, 24" x 36"	20	36.45	729	Serampore, Ind.	47.75	955		37.63	752.6		59.14	1182.8		No Bid		
Lid only, valve box	2	5.82	11.64	Serampore, Ind.	15	30		6.7	13.4		9.68	19.36		No Bid		

Section Continued on Next Page

Section	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
5 <i>Continued</i>																
Ring, manhole, 23.5"	4	77.07	308.28	Serampore, Ind.	97.5	390		106.91	427.64		97.89	391.56		No Bid		
Cover, manhole w/city logo, 23.5"	2	108.01	216.02	East Jordan	125	250		112.65	225.3		103.16	206.32		No Bid		
Ring and cover, manhole, 32"	10	267.13	2671.3	East Jordan	130	1300		264.39	2643.9		242.11	2421.1		No Bid		
Plug, push-on, 4"	2	22.2	44.4	Serampore, Ind.	23.25	46.5		19.13	38.26		20.8	41.6		No Bid		
Plug, push-on, 4" with 2" tap	2	31.16	62.32	Serampore, Ind.	31.5	63		26.06	52.12		29.2	58.4		No Bid		
Plug, push-on, 6"	2	35.86	71.72	Serampore, Ind.	40	80		30.02	60.04		33.6	67.2		No Bid		
Plug, Push-on, 6" with 2" tap	2	51.24	102.48	Serampore, Ind.	51	102		41.9	83.8		48	96		No Bid		
Plug, push-on, 8"	2	49.1	98.2	Serampore, Ind.	49.65	99.3		40.91	81.82		46	92		No Bid		
Plug, Push-on, 8" with 2" tap	2	63.62	127.24	Serampore, Ind.	64.35	128.7		52.12	104.24		59.6	119.2		No Bid		
Manhole riser, concrete, 3" x 23	20	13.89	277.8	South Houston	20	400		9.02	180.4		14.03	280.6		No Bid		
Manhole riser, concrete, 3" x 32	20	17.22	344.4	South Houston	23	460		11.19	223.8		19.68	393.6		No Bid		

Hydralock for 5 1/4" opening	20	181.5	3630	Hydra-Shield	205	4100		123.99	2479.8		156.84	3136.8		No Bid		
T-bolt w/nuts (Corten), 3/4" x 4 1/2"	20	1.39	27.8	Serampore, Ind.	2.05	41		1.37	27.4		2.66	53.2		No Bid		
Eye-bolt w/nuts, 3/4" x 4 1/2"	20	1.79	35.8	Serampore, Ind.	2.95	59		1.78	35.6		1.63	32.6		No Bid		
All thread rods, 5/8", 10 ft long	10	7.7	77	Westex	15	150		9.79	97.9		10	100		No Bid		
Nuts, 5/8"	30	0.18	5.4	Westex	0.75	22.5		0.3	9		0.32	9.6		No Bid		
Stainless bolts, 5/8 x 3"	40	1.48	59.2	Westex	1.65	66		4.74	189.6		0.87	34.8		No Bid		
Steel probing rod, 4'	10	17.48	174.8	Geo-Glen	25	250		21.89	218.9		23.16	231.6		No Bid		
Manhole hook with flat handle, 24"	10	19.45	194.5	Jones-Stephens	40	400		26.07	260.7		22.39	223.9		No Bid		
Smith Blair Style 120	Quantit	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
Cam lock fitting f/MJPVC pipe, epoxy coated w/bolts, 4"	15	34.75	521.25	Serampore, Ind.	33.3	499.5	Sigma	27.65	414.75		28.23	423.45		No Bid		
Cam lock fitting f/MJPVC pipe, epoxy coated w/bolts, 6"	15	43.51	652.65	Serampore, Ind.	41.5	622.5	Sigma	36.36	545.4		37.13	556.95		No Bid		
Cam lock fitting f/MJPVC pipe, epoxy coated w/bolts, 8"	5	58.7	293.5	Serampore, Ind.	56.25	281.25	Sigma	47.52	237.6		48.52	242.6		No Bid		
Sub Total, All Items, Section 5			\$25,112.31			\$24,588.00			\$20,941.78			\$22,154.58		No Bid		

Section 6	Transition Couplings, POWERMAX	Quantit	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Coupling, 3" PVC - 3" AC	2	64.54	129.08	Power Seal	75	150	MaxAdaptor	67.4	134.8	Smith-Blair	69.21	138.42		No Bid		
	Coupling, 4" C900-3" AC	2	78.74	157.48	Power Seal	80	160	MaxAdaptor	NA			84.45	168.9		No Bid		
	Coupling, 4" C900-4" AC	2	78.74	157.48	Power Seal	85	170	MaxAdaptor	82.24	164.48	Smith-Blair	84.45	168.9		No Bid		
	Coupling, 6" C900-6" AC	2	111.03	222.06	Power Seal	90	180	MaxAdaptor	115.96	231.92	Smith-Blair	119.07	238.14		No Bid		

Section Continued on Next Page

Section 6	Continued	Quantit	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Coupling, 8" C900-8" AC	2	129.53	259.06	Power Seal	105	210	MaxAdaptor	135.3	270.6	Smith-Blair	138.91	277.82		No Bid		
	Sub Total, All Items, Section 6			\$925.16			\$870.00			\$801.80			\$992.18				

Section 7	PVC Pipe and Fittings	Quantit	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	rer (if other than	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)
	Pipe, C900, 4" x 20	40	2.14	1712	Various	42.8	1712		1.96	1568					No Bid		
	Pipe, SCH 40, 1/2"	10	0.16	32	Charlotte/JM	7.2	72		0.25	50					No Bid		
	Pipe, SCH 40, 3/4"	10	0.21	42	Charlotte/JM	10	100		0.25	50					No Bid		
	Pipe, SCH 40, 1"	10	0.3	60	Charlotte/JM	13.8	138		0.41	82					No Bid		
	Pipe, SCH 40, 2"	10	0.64	128	Charlotte/JM	21	210		0.73	146					No Bid		
	Pipe, SCH 40, 4" x 20	80	1.74	2784	Charlotte/JM	42	3360		2.09	3344					No Bid		

Due to volatility of market this material can only be quoted as needed

Pipe, C900, 6"	20	4.26	1704	Various	85.2	1704		3.87	1548				No Bid		
Pipe, SCH 35, 6" x 14	40	1.92	1075.2	Various	26.88	1075.2		1.74	974.4				No Bid		
Pipe, C900, 8"	20	7.37	2948	Various	147.4	2948		6.72	2688				No Bid		
Pipe, 8" x 14	20	3.44	963.2	Various	64.26	1285.2		3.12	873.6				No Bid		
Adaptor, 1/2" PVC, female	20	0.16	3.2	Lasco/Spars	0.22	4.4		0.15	3		3.43	68.6	No Bid		
Adaptor, 3/4" PVC, female	20	0.2	4	Lasco/Spars	0.25	5		0.19	3.8		3.99	79.8	No Bid		
Adaptor, 1" PVC, female	20	0.23	4.6	Lasco/Spars	0.3	6		0.22	4.4		4.62	92.4	No Bid		
Adaptor, 1/2" PVC, male	20	0.13	2.6	Lasco/Spars	0.2	4		0.12	2.4		2.71	54.2	No Bid		
Adaptor, 3/4" PVC, male	20	0.14	2.8	Lasco/Spars	0.21	4.2		0.13	2.6		3.01	60.2	No Bid		
Adaptor, 1" PVC, male	20	0.24	4.8	Lasco/Spars	0.35	7		0.24	4.8		5.42	108.4	No Bid		
Reducer, 1 x 3/4	10	0.38	3.8	Lasco/Spars	0.5	5		0.38	3.8		3.3	33	No Bid		
Ell, 45 degree, 1/2"	20	0.23	4.6	Lasco/Spars	0.45	9		0.22	4.4		5	100	No Bid		
Ell, 45 degree, 3/4"	20	0.35	7	Lasco/Spars	0.55	11		0.34	6.8		7.16	143.2	No Bid		
Ell, 45 degree, 1"	20	0.42	8.4	Lasco/Spars	0.65	13		0.41	8.2		8.57	171.4	No Bid		
Ell, 90 degree, 1/2"	20	0.14	2.8	Lasco/Spars	0.25	5		0.13	2.6		3.01	60.2	No Bid		
Ell, 90 degree, 3/4"	20	0.16	3.2	Lasco/Spars	0.28	5.6		0.15	3		3.43	68.6	No Bid		
Ell, 90 degree, 1"	20	0.27	5.4	Lasco/Spars	0.4	8		0.27	5.4		5.6	112	No Bid		
Collar, PVC, 1/2"	20	0.1	2	Lasco/Spars	0.15	3		0.09	1.8		1.95	39	No Bid		
Collar, PVC, 3/4"	20	0.13	2.6	Lasco/Spars	0.2	4		0.12	2.4		2.71	54.2	No Bid		
Collar, PVC, 1"	20	0.22	4.4	Lasco/Spars	0.35	7		0.21	4.2		4.42	88.4	No Bid		
Slip bushing, 1 x 1/2"	10	0.26	2.6	Lasco/Spars	0.4	4		0.26	2.6		2.66	26.6	No Bid		
Slip bushing, 1 x 3/4"	10	0.26	2.6	Lasco/Spars	0.4	4		0.26	2.6		2.66	26.6	No Bid		

Section Continued on Next Page

Section 7	Continued	Quantity	Unit Price	Extended Price	(if other than specified)	Unit Price	Extended Price	(if other than specified)								
Sub Total, All Items, Section 7				\$11,519.80		\$12,713.60		\$11,392.80				\$1,386.80				

	Coburn Supply	Core & Main LP	CPR dba MDN	Accurate Utility Supply	J&S Valve, Inc.
Section 1	\$55,683.21	55952.90	62019.97	63288.50	No Bid
Section 2	No Bid	25054.78	25463.93	\$21,993.00	No Bid
Section 3	\$19,271.49	Did not bid all items in Section as Required	21750.02	22598.95	No Bid
Section 4	10902.34	10984.16	\$9,996.73	10790	10,868.00
Section 5	25112.31	\$20,941.78	22154.58	24588	No Bid
Section 6	925.16	\$801.80	992.18	870	No Bid
Section 7	\$11,519.80	\$11,392.80	Did not bid all items in Section as Required	\$12,713.60	No Bid

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 14, 2019</u>
Requested By: <u>Ian Clowes, City Planner</u>
Department: <u>Planning and Development</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input checked="" type="checkbox"/>

<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.

A Public Hearing for this item was opened at the December 10, 2018 regular meeting of the City Council. At the request of the applicant, council voted to postpone any action until the January 14, 2019 regular meeting. The applicants request to postpone will allow for more time to research their options moving forward.

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 30FT 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 30FT of 7th AND ADJ 16FT 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.

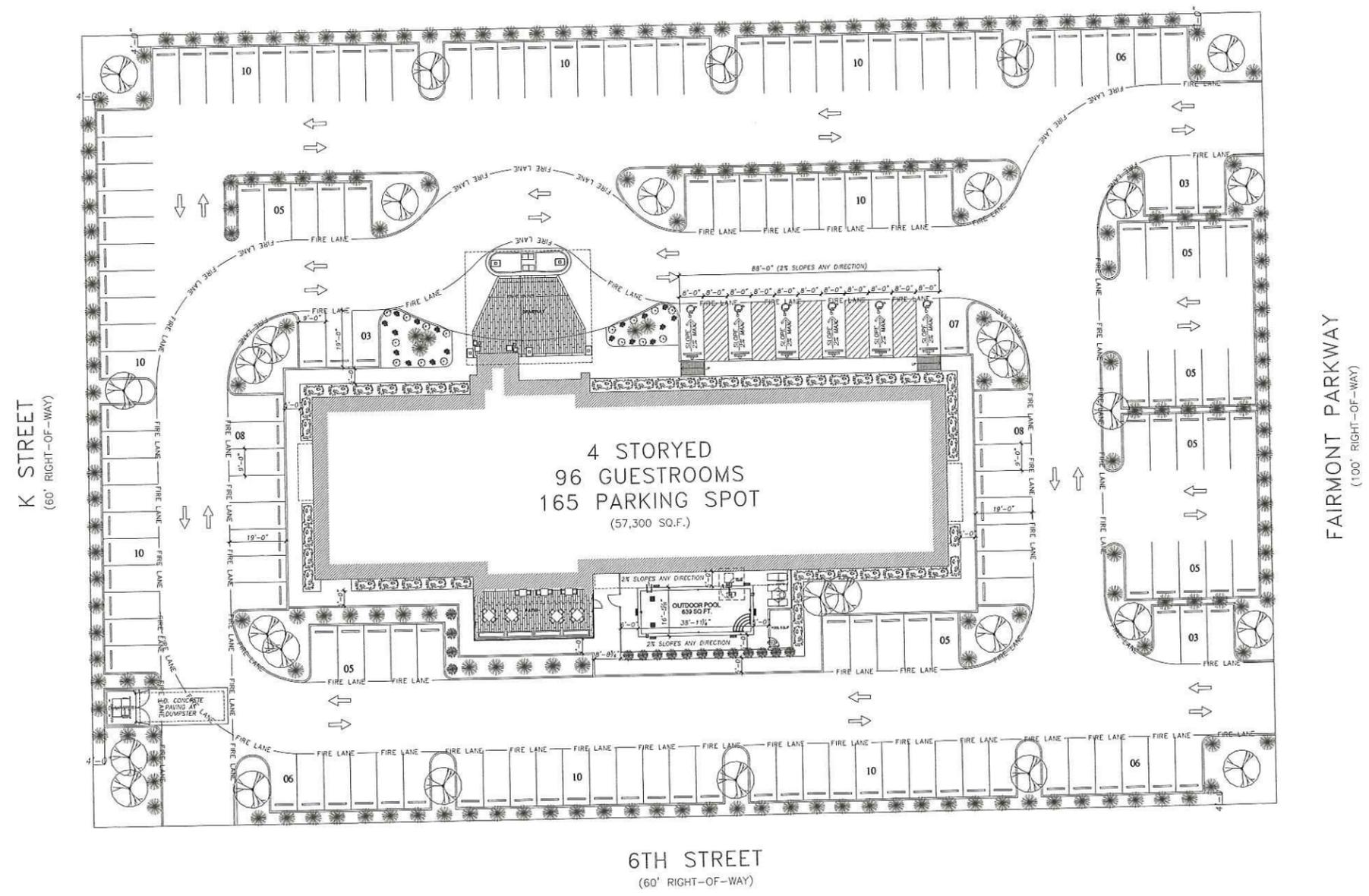
We anticipate having the largest meeting space in the City with over 2500 sq ft of meeting space. Allowing us to accommodate birthday parties, graduations, wedding, corporate training and sales meetings; along with local municipality meetings. We look forward to hosting and supporting the many local 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.

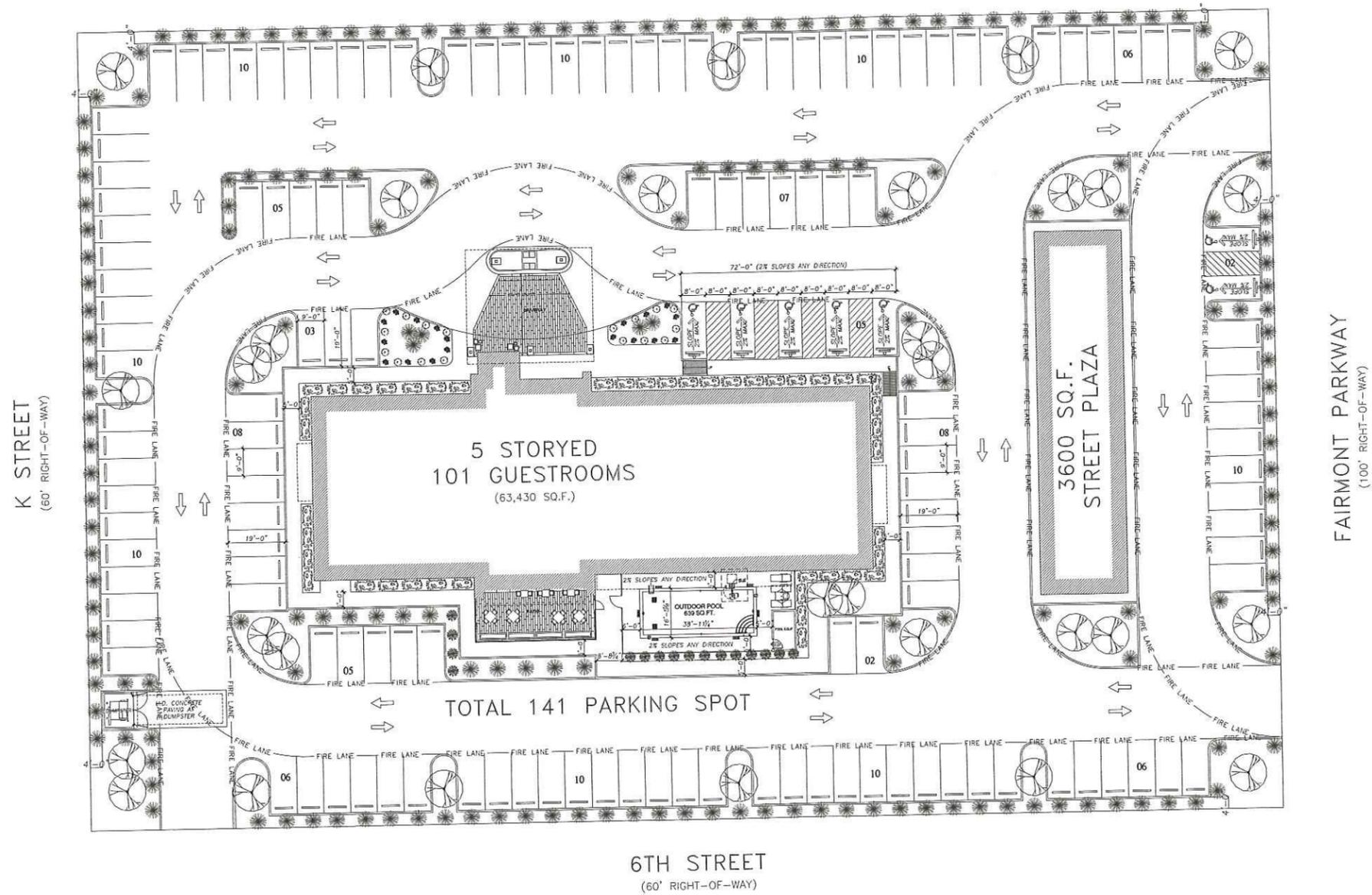


MOTEL AT FAIRMONT PARKWAY
TEXAS

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

DRAWN BY:
PRINTED ON:

Sheet:

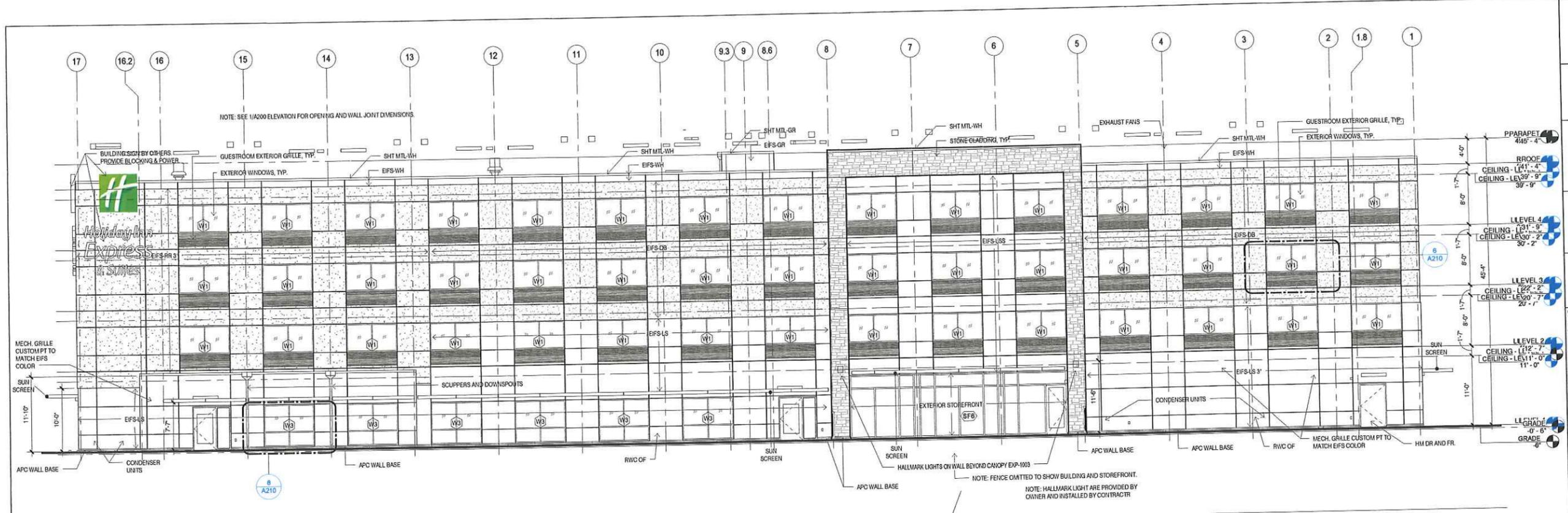


MOTEL AT FAIRMONT PARKWAY
TEXAS

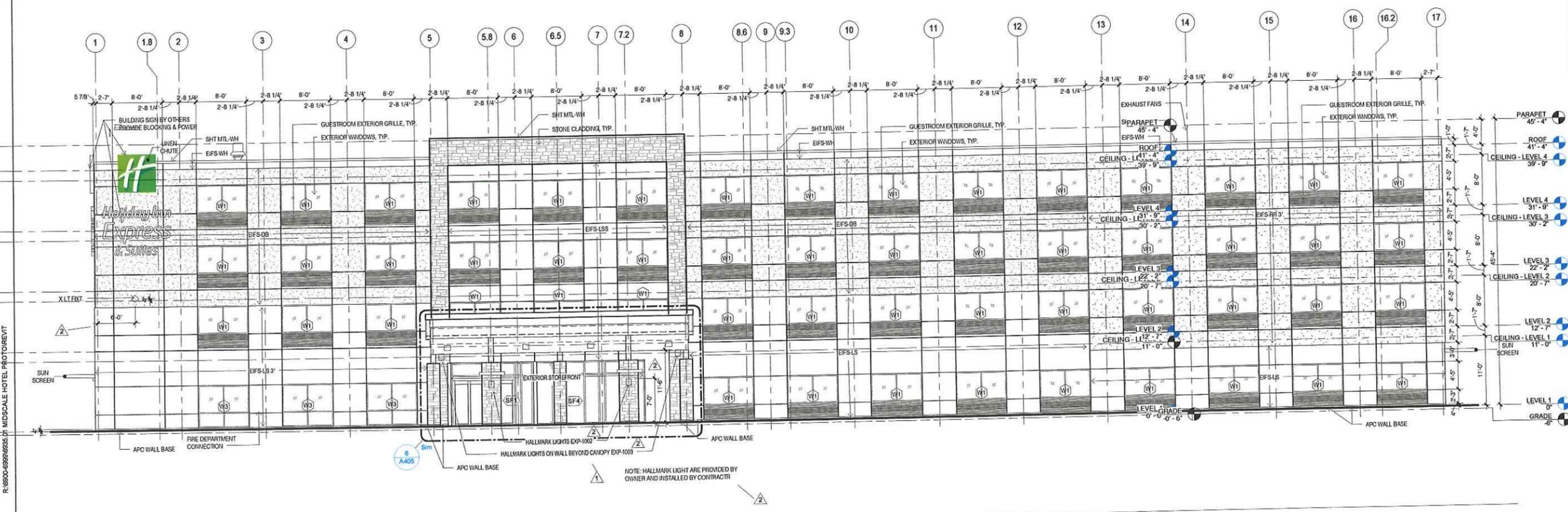
PROJECT NO.:
DATE:
SHEET TITLE:
SCALE: 1/2" = 1'-0"

DRAWN BY:
PRINTED ON:

Sheet:



2 EXTERIOR ELEVATION, REAR/NORTH
1/8" = 1'-0"



1 EXTERIOR ELEVATION, FRONT/SOUTH
1/8" = 1'-0"

CONSULTANT DISCLAIMER
This is a prototype design only. The drawings include plans, sections, elevations, typical construction details, diagrams, and schedules of building systems and related information intended to convey the design intent for architectural, structural, civil, pool, mechanical, plumbing and electrical systems. The design information set forth in these documents are not to be used for a particular site or certain local conditions. InterContinental Hotels Group and its related design consultants but prepared these prototype design documents are not responsible for adaptation of the design to a particular site, compliance of the design with applicable laws, regulations, ordinances and codes, or final design reviews required to prepare construction documents. The Franchisee and its related architect or engineering consultants shall be exclusively responsible for any final design construction documents prepared based on information contained within these documents.

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InterContinental Hotels Group DISCLAIMER. THIS IS A PROTOTYPE DESIGN ONLY. IT MAY NOT BE SUITABLE FOR A PARTICULAR SITE OR CERTAIN LOCAL CONDITIONS. InterContinental Hotels Group IS NOT RESPONSIBLE FOR THE ADAPTATION OF THE DESIGN TO A PARTICULAR SITE, OR FOR THE COMPLIANCE OF THE DESIGN WITH APPLICABLE LAWS, REGULATIONS, ORDINANCES AND CODES.

Project Title
2014 Holiday Inn Express Prototype, Straight Pavilion.
Client
InterContinental Hotels Group



DETAILED PROTOTYPE DOCUMENTS.
AUG 8, 2014.
NOT FOR CONSTRUCTION.

Seal

Printed Name _____
Signature _____
Date Issued _____

Reg. No.	Description	Date
1	Evolved Prototype Revisions	10/7/14
2	REVISION 2	06/08/15

Project number
6935.09
Date
08/08/14
Drawn by
EB/JJB
Checked by
JR/CK

EXTERIOR ELEVATIONS

9/8/2017 1:45:56 PM R:\9300-6935\6935-D1 MIDSCALE HOTEL PROTOREVIEW



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 cursive script 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	RMS		EST.		\$		EST.		\$
		000S	% RMS	000S	% RNS	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	RMS		EST.		\$		EST.		\$
		000S	% RMS	000S	% RNS	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
CANDLWOOD	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										
CANDLWOOD	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 000S	% RMS	RNS 000S	% RNS	AMT. 000S	% AMT			% EST.
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 OCC RATE 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	3 EST	4 %	YR OP	AVG ADJ 1
---	---	---	T	AVG.	%	--	-----
YRQ	# RMS	BRAND	TAXABLE REVENUE	GROSS REVENUE	ADJ 1 FACTOR	DAILY OCC RATE 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	3	YR	AVG		
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---	---	---	T	AVG.	%	--	-----	
YRQ	#	BRAND	TAXABLE	GROSS	ADJ 1	DAILY	OCC	\$ 5
---	---	---	REVENUE	REVENUE	FACTOR	RATE	EST	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.	\$	
HTL	000S	RMS	000S	RNS	000S	AMT.	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



**Source
Strategies
Inc.**

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.

Table C1. Trip Generation

Trip Ends Calculation																			
ITE Land use#	Land Use Description	Addl. 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	Addl. 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																			
Weekday 0%							Trip Generation:		Total pre-capture trips:		758	379	379	47	28	19	53	27	26
AM Peak 0%									Total trips w/capture rates (rounded):		758	379	379	47	28	19	53	27	26
PM Peak 0%									New Trips on Roadway Network:		379	379			28	19		27	26
Pass By Trips																			
Assume: 0%									Percent entering/exiting:			50%	50%		59%	41%		51%	49%
										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

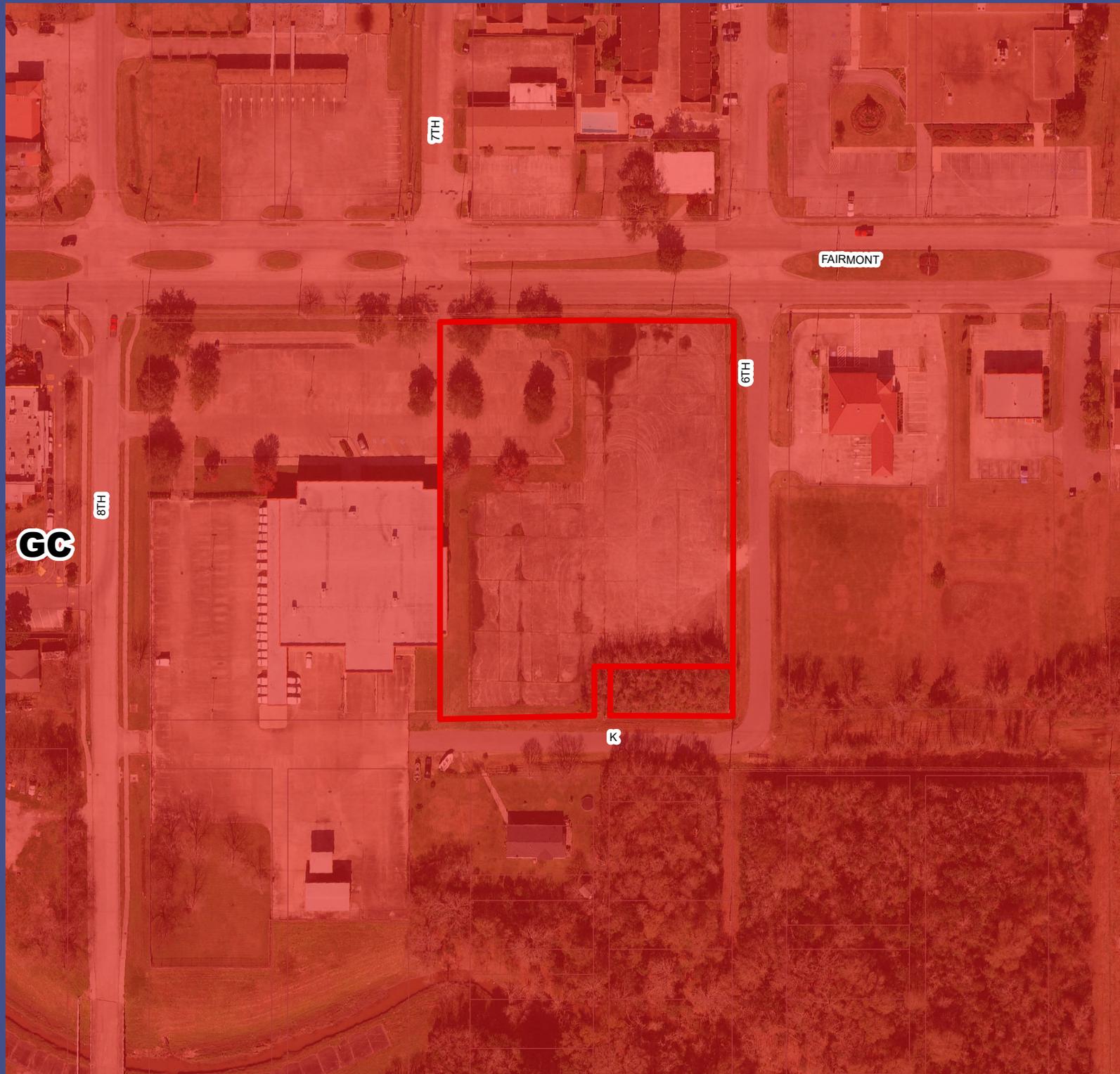


This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 137 feet

NOVEMBER 2018
PLANNING DEPARTMENT





ZONING MAP

SCUP

18-91000014

711 Fairmont Pkwy.

Legend

 Subject Property

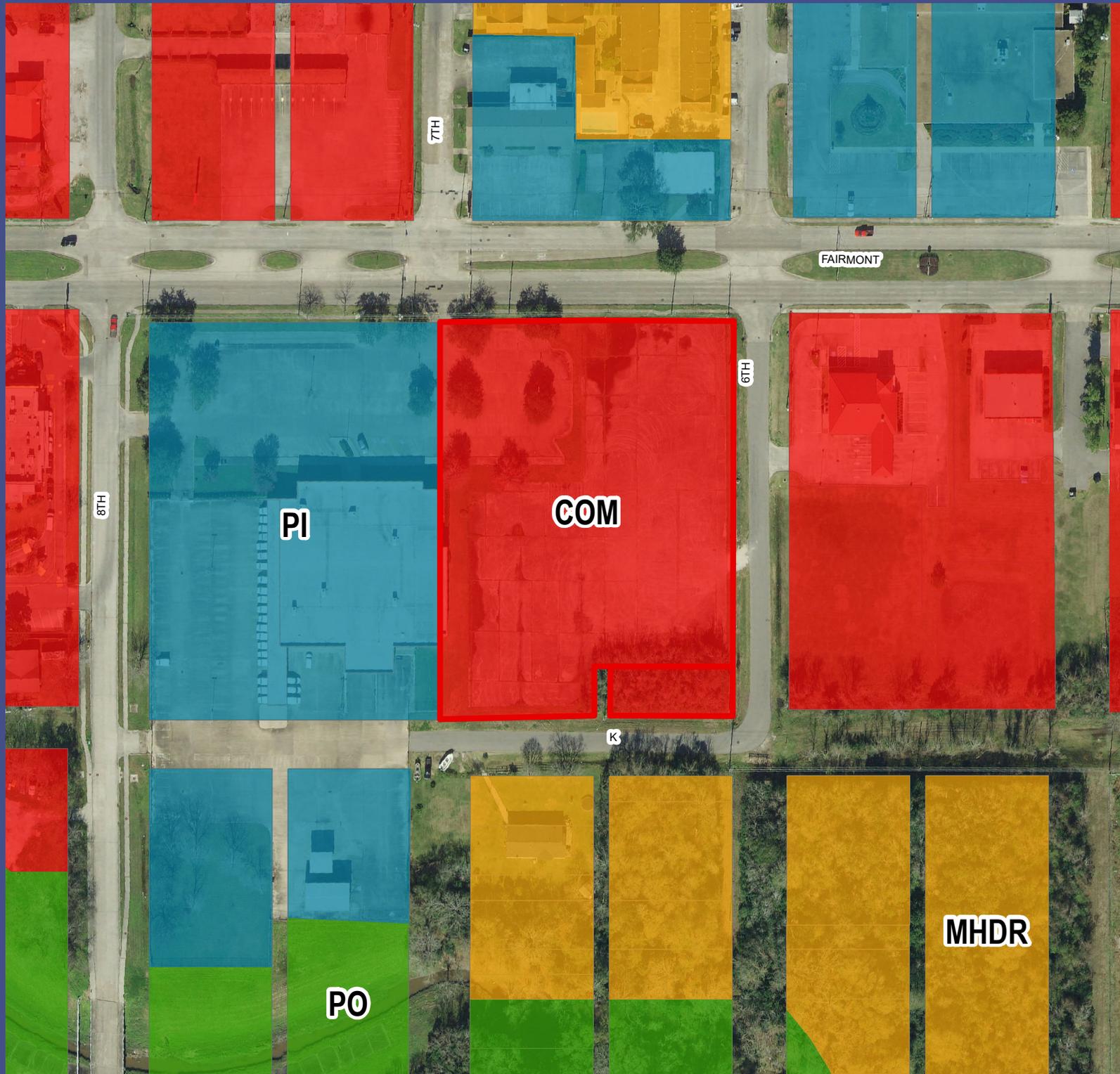


This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 137 feet



NOVEMBER 2018
PLANNING DEPARTMENT



FLUP MAP

SCUP

18-91000014

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

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>January 14, 2019</u>	<u>Appropriation</u>
Requested By: <u>Patrice Fogarty</u>	Source of Funds: <u>N/A</u>
Department: <u>City Secretary</u>	Account Number: <u>N/A</u>
Report <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>	Amount Budgeted: <u>N/A</u>
Exhibit:	Amount Requested: <u>N/A</u>
	Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

The Board of the La Porte Fire Control, Prevention and Emergency Medical Services District has a vacant director position. It was Dottie Kaminski's position, and Council is being asked to consider an appointment to fill the vacancy. Members on this Board serve two-year terms. The remaining term for the vacant director position is through the end of August 2019.

Assistant Fire Chief Ladd proposes that City Council consider Patrick McElroy as the appointee for the vacancy. Mr. McElroy has applied and is very interested in serving should Council determine to appoint him. Mr. McElroy is not a volunteer fire fighter.

Action Required by Council:

Discussion and possible action regarding appointment to the vacant position on the board of the La Porte Fire Control, Prevention and Emergency Medical Services District, with a term expiring on August 31, 2019.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>January 14, 2019</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 & DRAFT Job Description

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
---	-----------------

Job Descriptions

Staff has acquired several job descriptions related to a prosecutorial role from those cities included in the average (see attachment). Also, in order to assist Council on job description preparedness, staff has drafted a prosecutor job description for Council to review.

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



**CITY OF LA PORTE
CITY PROSECUTOR
JOB DESCRIPTION**

FLSA CLASSIFICATION: Exempt

PAY RANGE: N/A

DEFINITION

Performs a variety of complex and professional work to primarily include activities related to the prosecution of alleged violations of Class C misdemeanors and the City of La Porte Code of Ordinances in a Municipal Court of Record. The Prosecutor will also provide expert guidance and counsel to City Council and staff as to legal rights, obligations, and practices of applicable local, state, and federal law.

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 may be required to provide services or perform 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, this position may be required to remain to perform needed services.

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from City Council.
- Has no direct supervisory responsibility.

ESSENTIAL JOB FUNCTIONS

Duties may include, but are not limited to, the following:

1. Assigned as the City of La Porte Municipal Court Prosecutor and prepares and presents cases before the Municipal Court on behalf of the State of Texas and the City of La Porte.
2. Reviews pending case matters and develops strategies for proceeding to pre-trial conferences, trials, or requests for dismissal.
3. Prepares and maintains detailed and thoroughly researched trial briefings and pleadings.
4. Partners closely with Court staff to ensure effective and efficient scheduling and operation of Court proceedings.
5. Provides timely and relevant training to appropriate City staff including Police, Fire, Code Enforcement, and Court staff.
6. Prepares and delivers a variety of reports and studies to City Council, various boards, and City staff to aid decision making and planning.
7. Maintains working knowledge of all applicable case law and best practices related to role as City Prosecutor.
8. Represent the State of Texas and City of La Porte in all post judgement /appellate matters arising out of Municipal Court.
9. Attend annual prosecutorial and legislative update training provided by TMCEC.

10. Prepare and draft complaints.
11. Prepare and present the State's case at trial.
12. Arrange for the appearance of the State's witnesses, including requests for subpoenas and attachments.
13. File motions with the court that may be necessary to present cases.
14. Request dismissal of cases under proper circumstances.

**CITY PROSECUTOR
JOB DESCRIPTION
PAGE 2**

15. Advise the police department in case preparation, as well as answer legal questions.
16. Negotiate with either the defendant or defense lawyer.
17. Appear daily and arrange for alternate prosecutors "as needed".
18. Other duties as assigned by Council.

PHYSICAL REQUIREMENTS

For indefinite periods of time - mobility within an office environment; sorting; sitting; seeing; pushing, pulling, lifting and carrying up to 20 pounds; filing; cleaning; reading; decision making; reaching above shoulder level; using both hands for simple and firm grasping; clarity of hearing; communicating clearly and effectively both orally and in writing; operation of a computer, calculator, and other small office equipment.

QUALIFICATIONS

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.
- Functions, procedures, policies and organization of a Municipal Court of Record Code of Criminal Procedure, Penal Code, Alcohol Beverage Code, Education Code, Family Code, Health and Safety Code, Transportation Code, Federal Motor Carrier Laws and City of La Porte Ordinances as they apply to the a Municipal Court of Record.
- Modern office procedures and record filing systems.
- Arithmetic, statistics and English composition and spelling.
- Microsoft office and Court based software applications.

Skilled in:

Negotiation; communication; prioritization; discretion; customer service, collaboration; interpretation of complex legal documents; analytical thinking and problem solving; operating with absolute integrity

Ability to:

- Effectively prosecute cases in municipal court
- Conduct research; write reports; prepare business letters, summaries and presentations with proper format, punctuation, spelling and grammar.
- Effectively present information and respond to questions from City staff, attorneys, vendors, defendants and the general public.
- Work cooperatively with other City departments and outside agencies.
- Establish and maintain complex clerical records and files and to prepare written reports from such information.
- Effectively apply legal knowledge and principles in court.
- Process large trial or arraignment dockets efficiently.

TRAINING AND EXPERIENCE

Must Have:

Juris Doctorate Degree from an ABA accredited law school
At least one year experience as a practicing attorney in criminal law
Valid Class "C" Texas Driver's License

Preferences:

Municipal law experience
Three or more years of experience in criminal prosecution
Bilingual (Spanish)

LICENSES AND CERTIFICATES

Must Have:

Licensed to practice law in the State of Texas
Member in good standing with the Texas State Bar Association

**Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities that are required of the employee for this job.*

**Duties, responsibilities and actions may change at any time with or without notice.*

The City of La Porte is an Equal Opportunity Employer of Qualified Individuals.

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee Name _____

Date _____

DRAFT

ABILENE – Attorney I, II & III



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 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. To obtain books from bookshelves.
CLIMB/BALANCE	
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. Ability to type, and review printed documents.
VISION	

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.
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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
January 14, 2019**

9 (a) Receive report of the Fiscal Affairs Committee – Councilmember Engelken



**Council Agenda Item
January 14, 2018**

9 (b) Receive report of the Drainage and Flooding Committee Meeting – Councilmember Jay Martin

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Council Agenda Item January 14, 2019

10. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, January 17, 2019
- Zoning Board of Adjustment Meeting, Thursday, January 24, 2019
- La Porte Development Corporation Board Meeting, Monday, January 28, 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 Earp, Ojeda, J. Martin, K. Martin, Gillett, Zemanek, Bentley, Engelken 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 551.072- Deliberation regarding purchase, exchange, lease or value of Real Property: Meet with City Manager and City Attorney to discuss value of real property in industrial districts, concerning negotiations with industry representatives for terms of new Industrial District Agreements.

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

14. ADJOURN
