

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilmember At Large A
STEVE GILLETT
Councilmember At Large B
DANNY EARP
Councilmember District 1



CHUCK ENGELKEN
Councilmember District 2
BILL BENTLEY
Mayor Pro-Tem
Councilmember District 3
THOMAS GARZA
Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held October 28, 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 Rachel Cotton, Pleasant Hill Church of Deliverance.
PLEDGES – Will be led by Councilmember Chuck Engelken.
U.S. Flag
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
- 3. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
 - (a) Proclamation in recognition of Municipal Court Week. [Mayor Rigby]
 - (b) Proclamation in recognition of Archives Month. [Mayor Rigby]
 - (c) Presentation and discussion of annual presentation from the Port Region Economic Alliance. [Ryan Cramer, Economic Development Coordinator]
- 4. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 5. CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
 - (a) Approve the minutes of the meeting held on October 14, 2019. [Mayor Rigby]
 - (b) Approve payment to Oakland Land and Development of \$38,659.28 as the fourth payment for the development of Sector 23, in accordance with the Local Government Code Chapter 380 Agreement dated March 27, 2017. [Ryan Cramer, Economic Development Coordinator]
 - (c) Adopt Resolution 2019-18 authorizing the City of La Porte to enter into an agreement with the Texas Department of Transportation (TxDOT) allowing for the installation of a decorative lighting system along the sidewalk within the Broadway (Old SH 146) right-of-way. [Lorenzo Wingate, City Engineer]
 - (d) Authorize the City Manager to execute a contract with the Port of Houston Authority to provide emergency medical services to the Port of Houston-Bayport Terminal for a fifteen-month term beginning November 1, 2019. [Lisa Camp, EMS Chief]
 - (e) Approve renewal of Cisco Smartnet Support Agreement with Datavox - DIR contract number 176-025-1479-000. [Grady Parker, IT Manager]
 - (f) Authorize purchases of various vehicles and equipment items in accordance with the FY19-20 Vehicle Replacement Program schedule. [Ray Mayo, Public Works Director]
 - (g) Authorize the City Manager to execute a professional services agreement with Huitt-Zollars Inc. to provide final design, bidding, and construction phase services for the Five Points Plaza Project in the amount of \$79,000.00. [Lorenzo Wingate, City Engineer]

6. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2019-3763 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 0.29-acre tract of land located at the northeast corner of N 1st St. and Tyler St., legally described as Lots 13-16, Block 85, Town of La Porte, by changing the land use designation from "Commercial" to "Low-Density Residential"; followed by discussion and possible action to adopt Ordinance 2019-3763 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 0.29-acre tract of land located at the northeast corner of N 1st St. and Tyler St., legally described as Lots 13-16, Block 85, Town of La Porte, by changing the land use designation from "Commercial" to "Low-Density Residential". [Ian Clowes, City Planner]
- (b) The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2019-3764 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #19-92000005, a change from General Commercial (GC) to Low-Density Residential (R-1) for a 0.29-acre tract of land located at the northeast corner of N 1st St. and Tyler St., legally described as Lots 13-16, Block 85, Town of La Porte; followed by discussion and possible action to consider adopting Ordinance 2019-3764 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #19-92000005, a change from General Commercial (GC) to Low-Density Residential (R-1) for a 0.29-acre tract of land located at the northeast corner of N 1st St. and Tyler St., legally described as Lots 13-16, Block 85, Town of La Porte. [Ian Clowes, City Planner]

7. STATUTORY AGENDA

- (a) Presentation, discussion, and possible action to adopt ordinances authorizing the execution of Industrial District Agreements with companies in the Battleground and Bayport Industrial Districts, for a twelve-year term beginning January 1, 2020. [Corby Alexander, City Manager]
- (b) Presentation and discussion on adoption of Ordinance 2019-3758, to amend the Council Rules of Procedure and Ethics Policy. [Mayor Rigby]
- (c) Presentation, discussion, and possible action to adopt a new City sponsorship policy. [Corby Alexander, City Manager]

8. REPORTS

- (a) Receive report of the La Porte Development Corporation Board Meeting. [Councilperson Nancy Ojeda]

9. ADMINISTRATIVE REPORTS

- Drainage and Flooding Committee Meeting, Monday, November 11, 2019
- City Council Meeting, Monday, November 11, 2019
- Planning and Zoning Commission Meeting, Thursday, November 21, 2019
- Fiscal Affairs Committee Meeting, Monday, December 9, 2019
- City Council Meeting, Monday, December 9, 2019
- Planning and Zoning Commission Meeting, Thursday, December 19, 2019

10. **COUNCIL COMMENTS** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.*

11. ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the October 28, 2019, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING _____
TIME OF POSTING _____
TAKEN DOWN _____

Lee Woodward, City Secretary



Council Agenda Item October 28, 2019

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



Proclamation

Office of the Mayor

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and the public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, the City of La Porte is committed to the belief that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, the La Porte Municipal Judge is not a policy maker for the City of La Porte but is bound by the law and Canons of Judicial Conduct, and is required to make decisions independent of the City Council, city officials, and employees; and

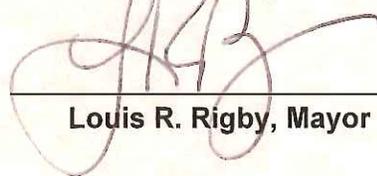
WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the La Porte Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I, Louis R. Rigby, Mayor, do hereby proclaim the week of November 4-8, 2019, as

Municipal Court Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 28th day of October, 2019.

City of La Porte



Louis R. Rigby, Mayor





Proclamation

Office of the Mayor

WHEREAS, Texas joins archival repositories across the nation to celebrate *Archives Month*, which is nationally recognized annually to promote the preservation of our country's documentary heritage, from the federal level to the local community; and

WHEREAS, the Texas State Library and Archives Commission (TSLAC) shares that "*Archives Month* in Texas aims to celebrate the value of Texas' historical records, to publicize the many ways these records enrich our lives, to recognize those who maintain our communities' historical records, and to increase public awareness of the importance of preserving historical treasures and making them available for use by present and future generations."; and

WHEREAS, in La Porte, the City Secretary's office is responsible for developing and administering records retention and destruction policies, monitoring the records storage center, overseeing the control of electronically stored records; and

WHEREAS, throughout our community, additional documents, records, and treasures of historical value are maintained and shared with the public by organizations such as the La Porte Historical Society, the La Porte Community Civic Club, local media and social clubs, genealogists, and those with a love of history; and

WHEREAS, *Archives Month* serves to raise awareness of records management and its function in society, to highlight current local preservation efforts, and to provide a free civic forum to discuss records management issues in La Porte.

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

Archives Month

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 24th day of October, 2019.

City of La Porte

Louis R. Rigby, Mayor





REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 28th, 2019

Requested By: Ryan Cramer, E.D. Coordinator

Department: CMO

Report Resolution Ordinance

Exhibits: Economic Alliance presentation

Appropriation

Source of Funds: _____

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: Yes No

SUMMARY

As a part of their agreement with the City, the Port Region Economic Alliance is to make an annual presentation to the Economic Development Corporation and City Council.

RECOMMENDED MOTION

No action necessary.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



City of La Porte Annual Report

October 28, 2019

Chad Burke

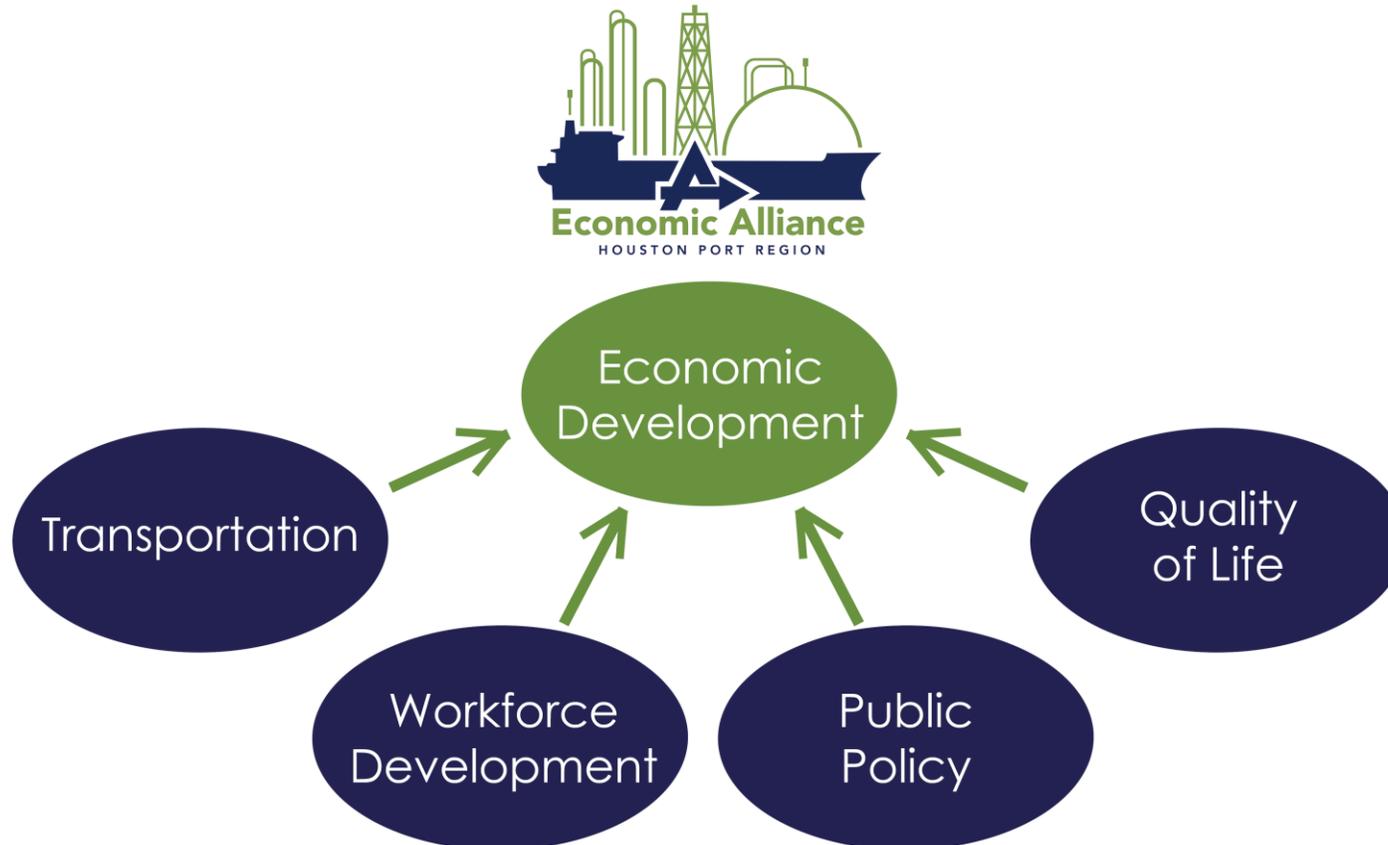
chad@allianceportregion.com

(281) 476-9176 ext. 1

Economic Alliance

Our Mission

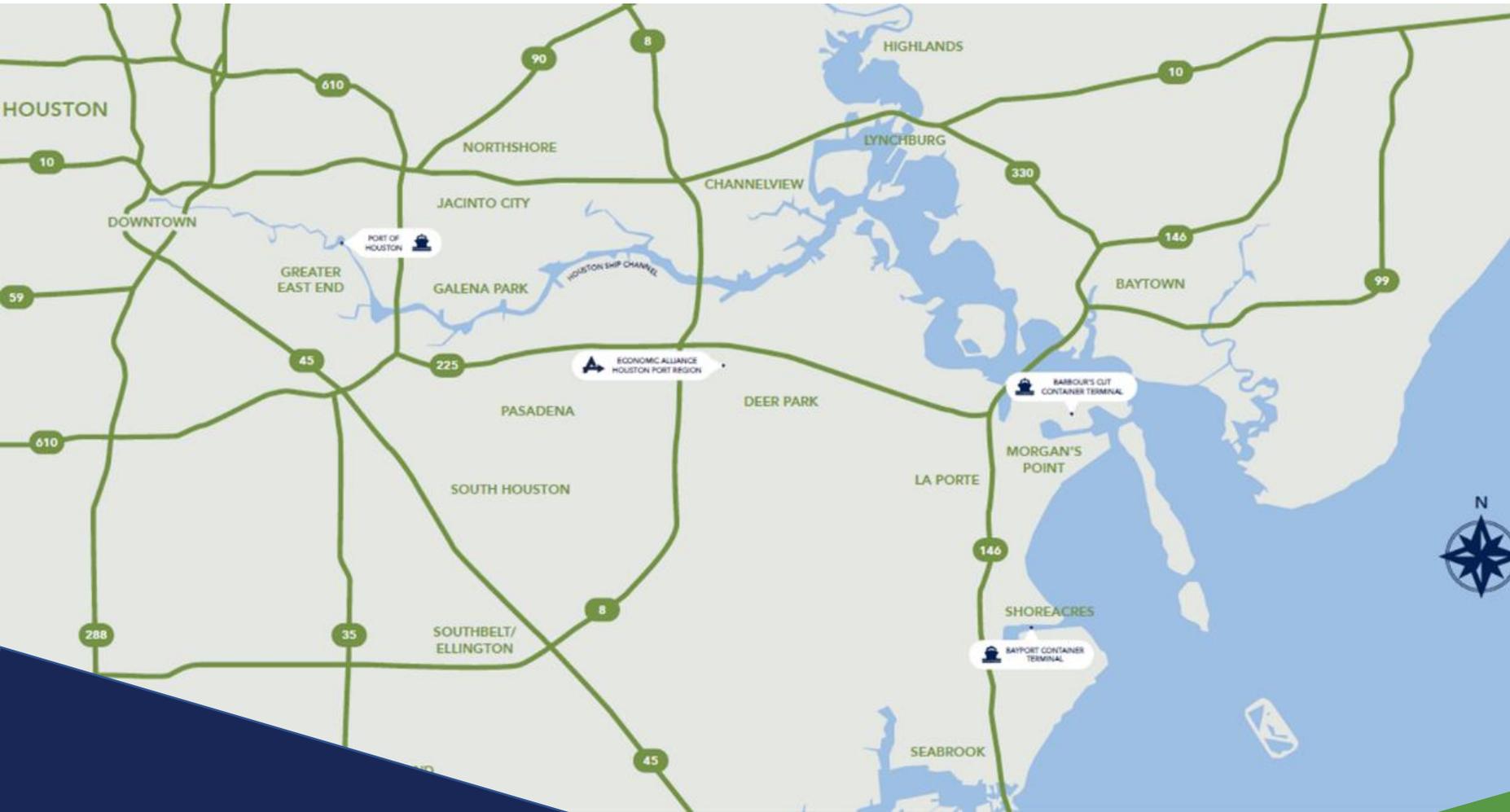
A non-profit organization, created in 1985 whose mission is to ***Grow and market a vibrant regional economy.***



Who We Represent



Most sought-after region in the world for petrochemical, manufacturing, maritime and logistics operations



25 miles of the Houston Ship Channel:

1. World's largest petrochemical complex
2. Nation's busiest port in terms of foreign tonnage

- **12** Cities,
- Harris County,
- Port Houston,
- **250+** Private Sector Members



Economic Development

Economic Development



Professional Economic Development Services

Provide a professional relationship to navigate the multiple facets of the site selection/expansion process, including the facilitation to our economic development support network.

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



Economic Development

4 Project Wins in 2018

Impact on the Houston Port Region



KANeka



CAPITAL INVESTMENT = \$1.035 B

JOBS CREATED

100

JOBS RETAINED

75

INDIRECT JOBS

680

ECONOMIC IMPACT ON THE HOUSTON PORT REGION

TOTAL JOBS

800

ANNUAL IMPACT

\$ 146.1M

CONSTRUCTION JOBS

1275

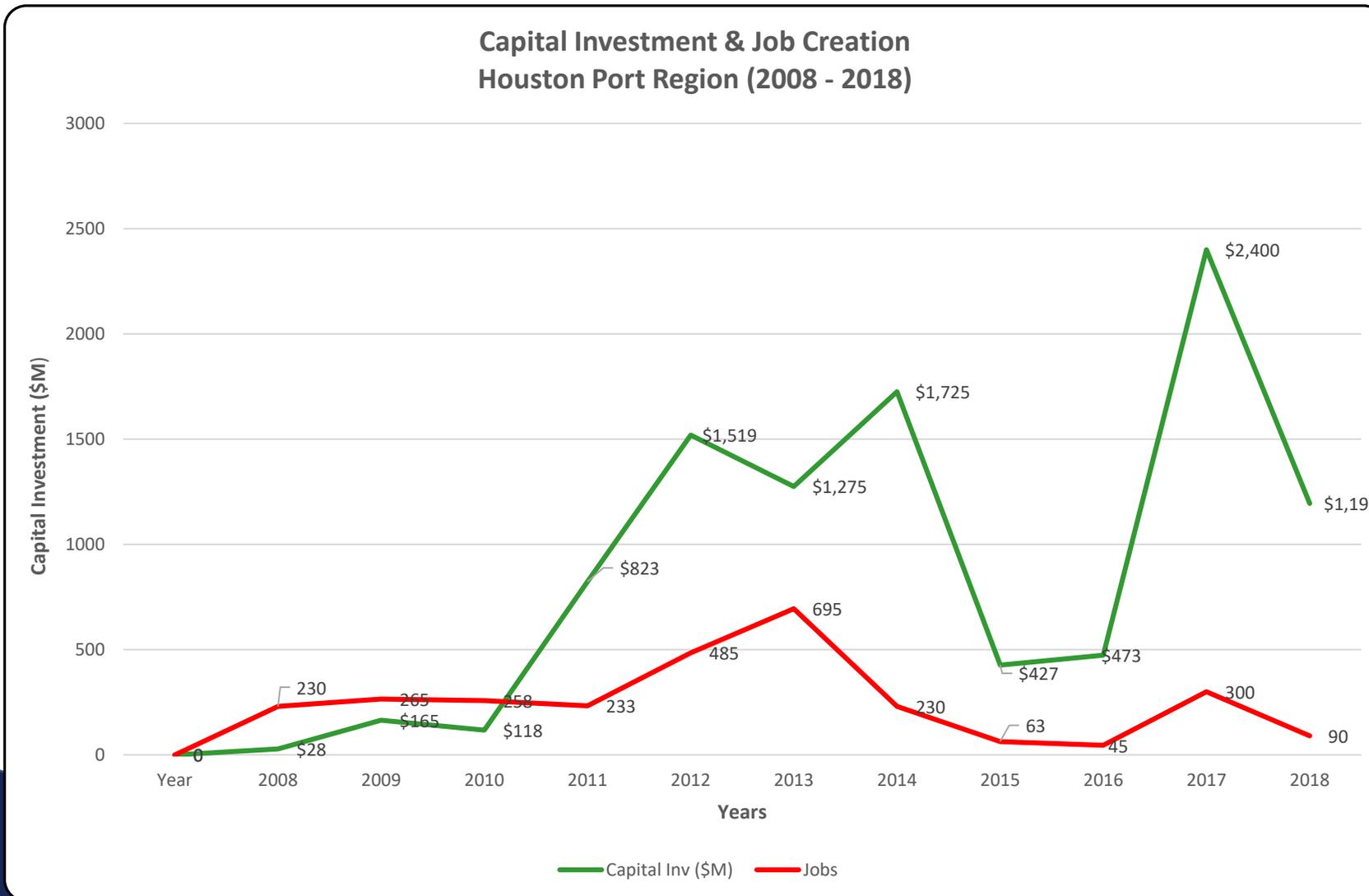
ONE TIME IMPACT

\$ 1.1 B

Economic Development



Impact on the Houston Port Region – Historical

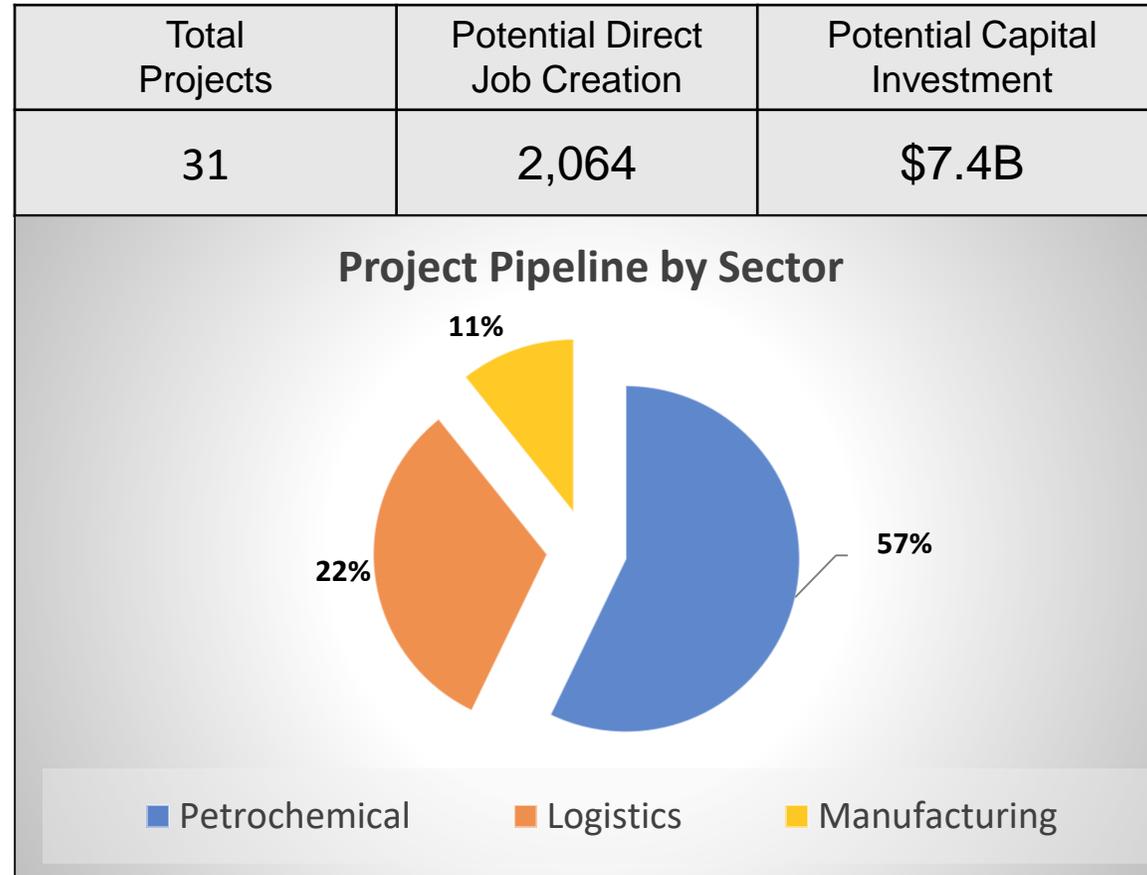


61 "Wins" since 2008:

- **\$10 B Capital Investment**
- **2,894 Jobs Created**

Economic Development

Current Project Pipeline Breakdown



Economic Development

Why focus on the Petrochemical Industry?

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

In addition, the average annual salary of a U.S. chemical industry employee in Texas is \$106,707, which is 46 percent higher than the average U.S. manufacturing pay.

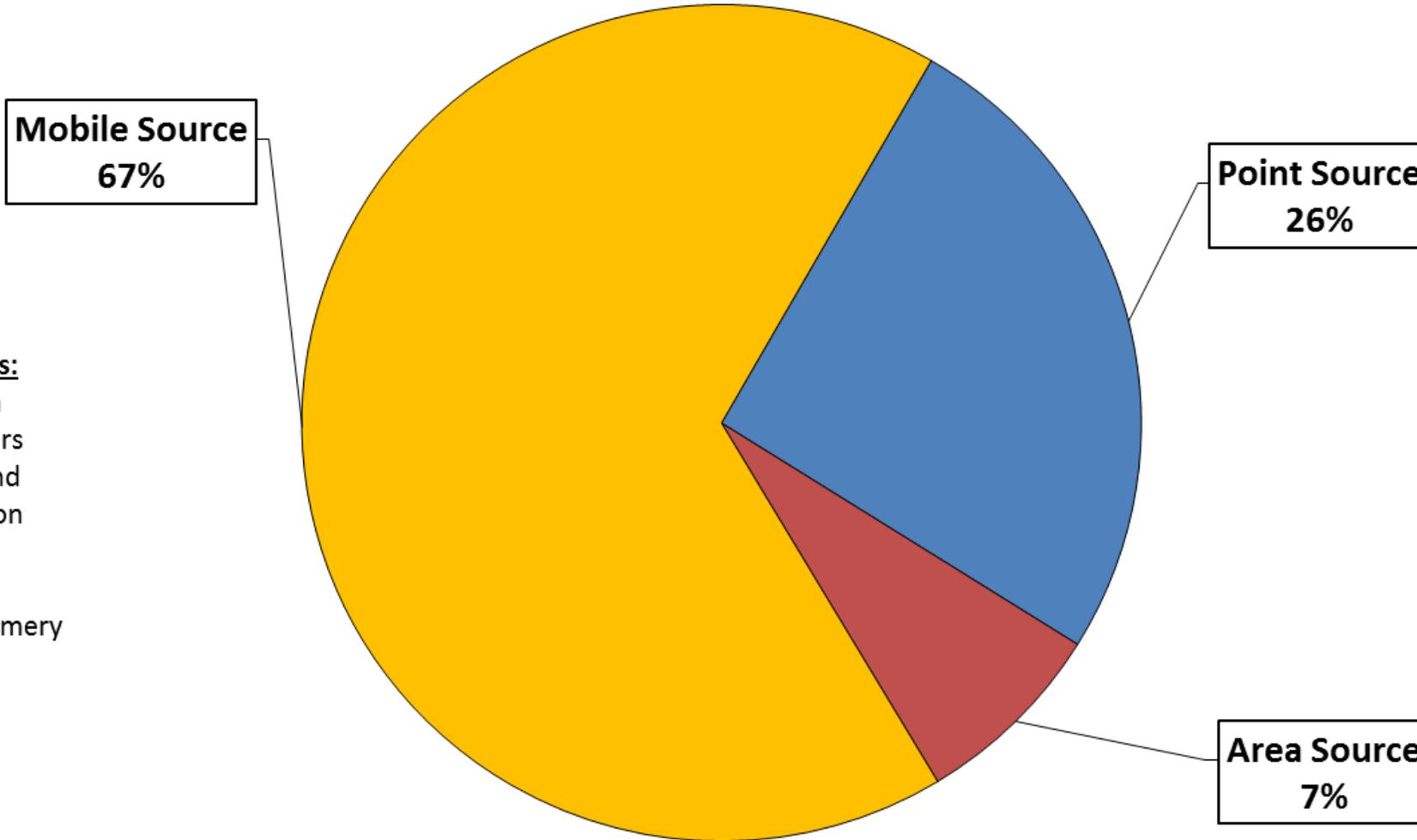




Transportation



2014 Houston-Galveston-Brazoria Area NO_x Emissions



Counties:

- Brazoria
- Chambers
- Fort Bend
- Galveston
- Harris
- Liberty
- Montgomery
- Waller

Source: Air Quality Division

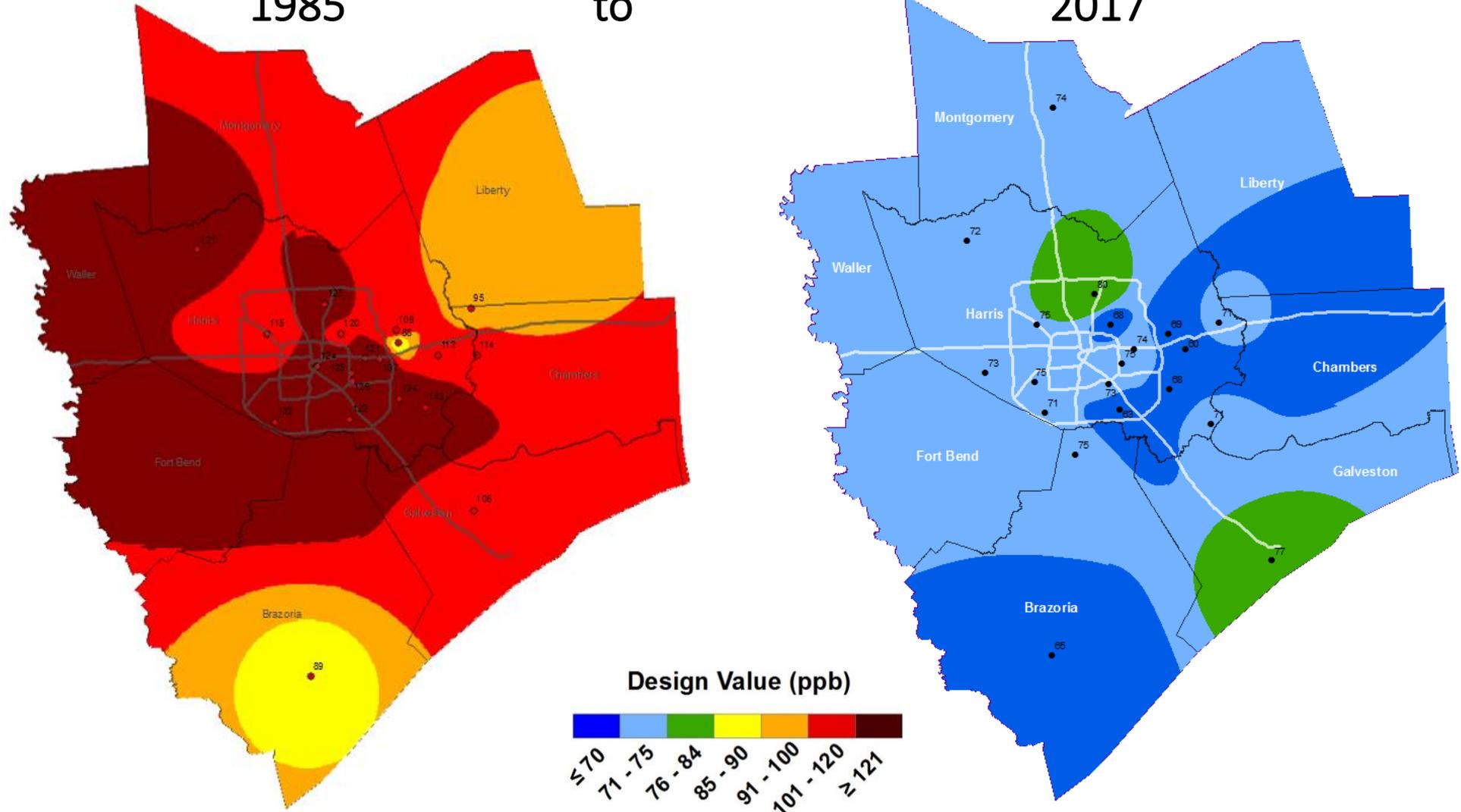
Updated: 1/11/2016

8-Hour Ozone Design Values

1985

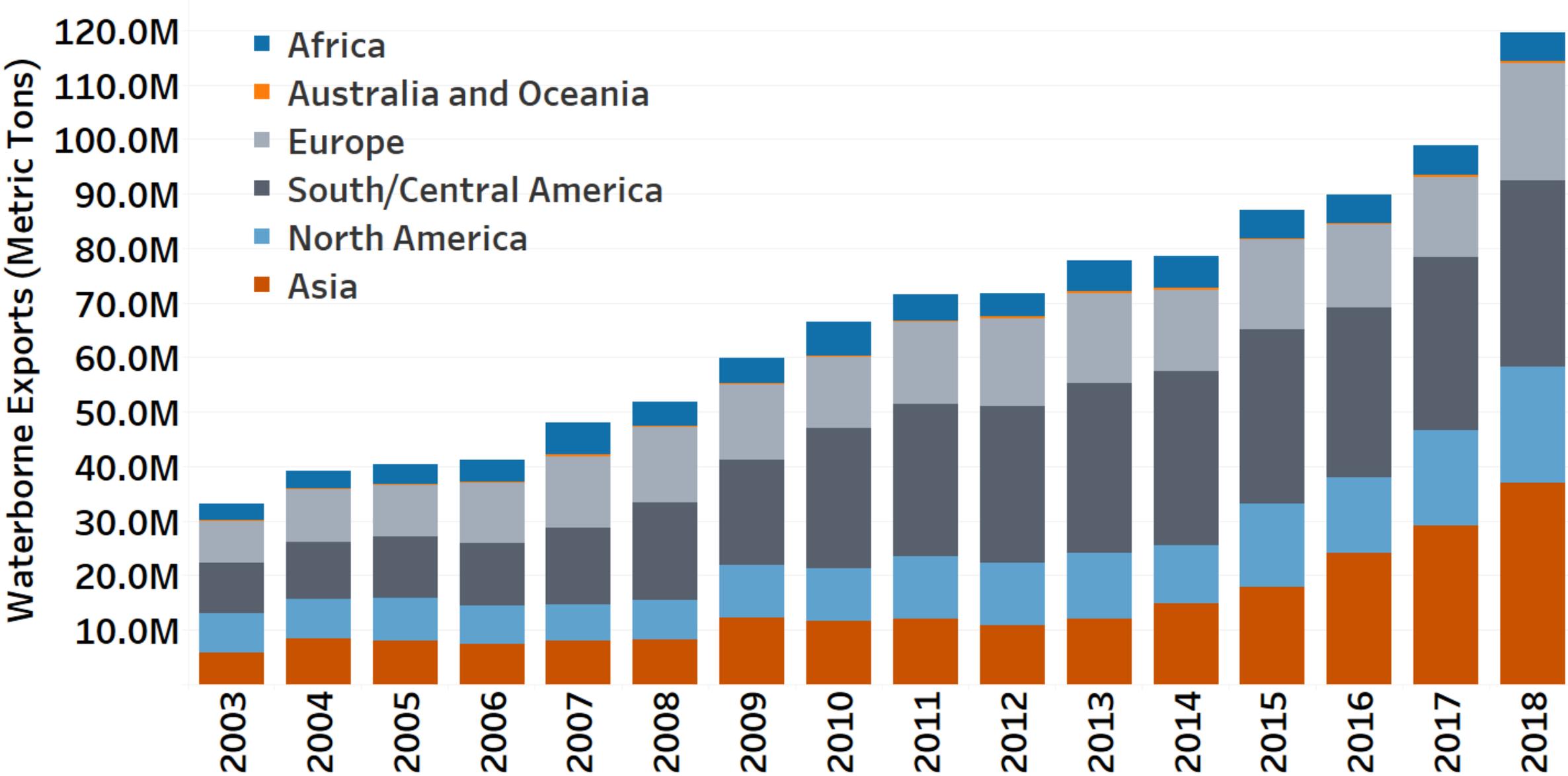
to

2017



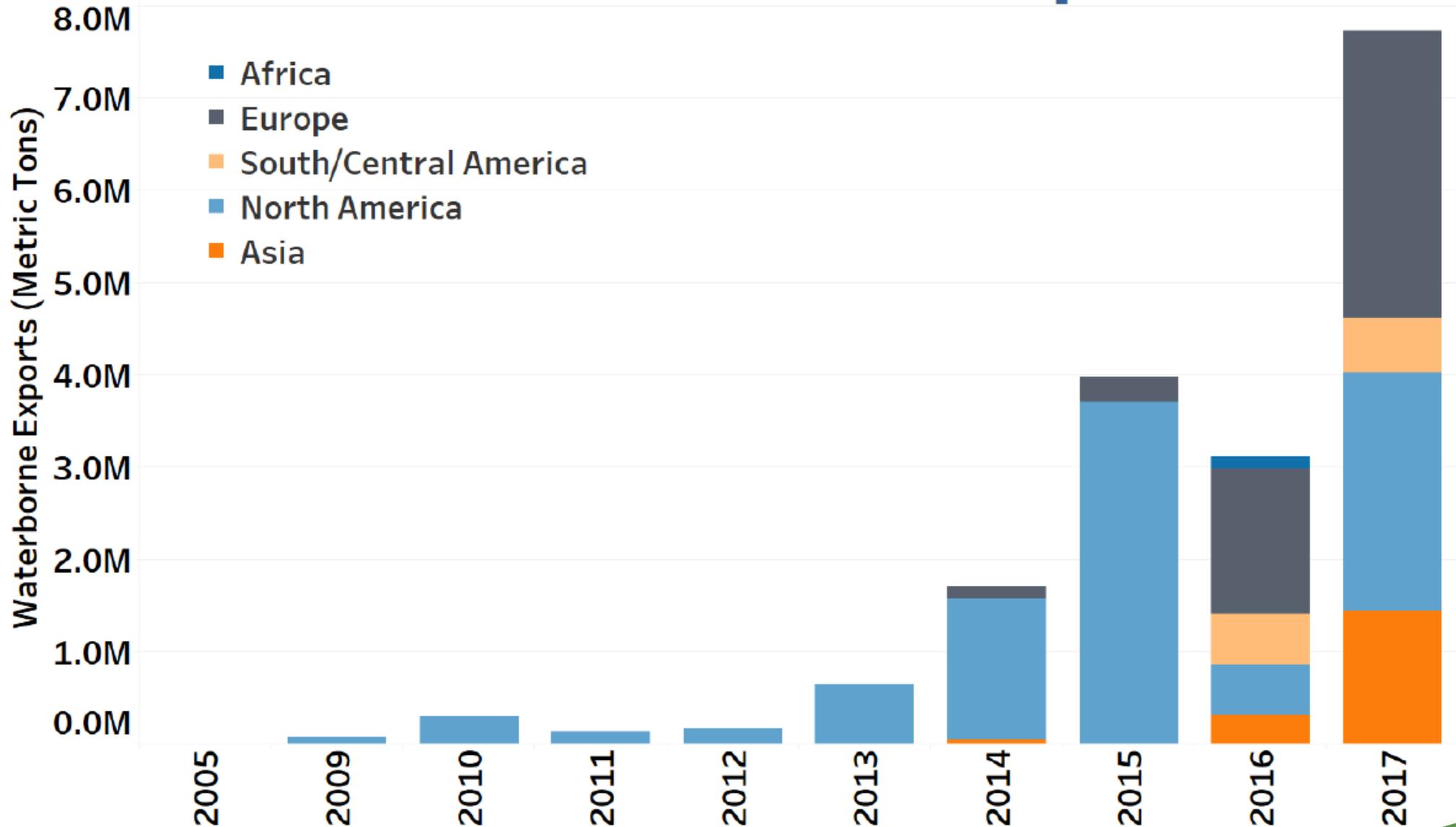
There Have Been Dramatic Air Quality Improvements in Houston since 1985

Houston Total Exports 2003-2018



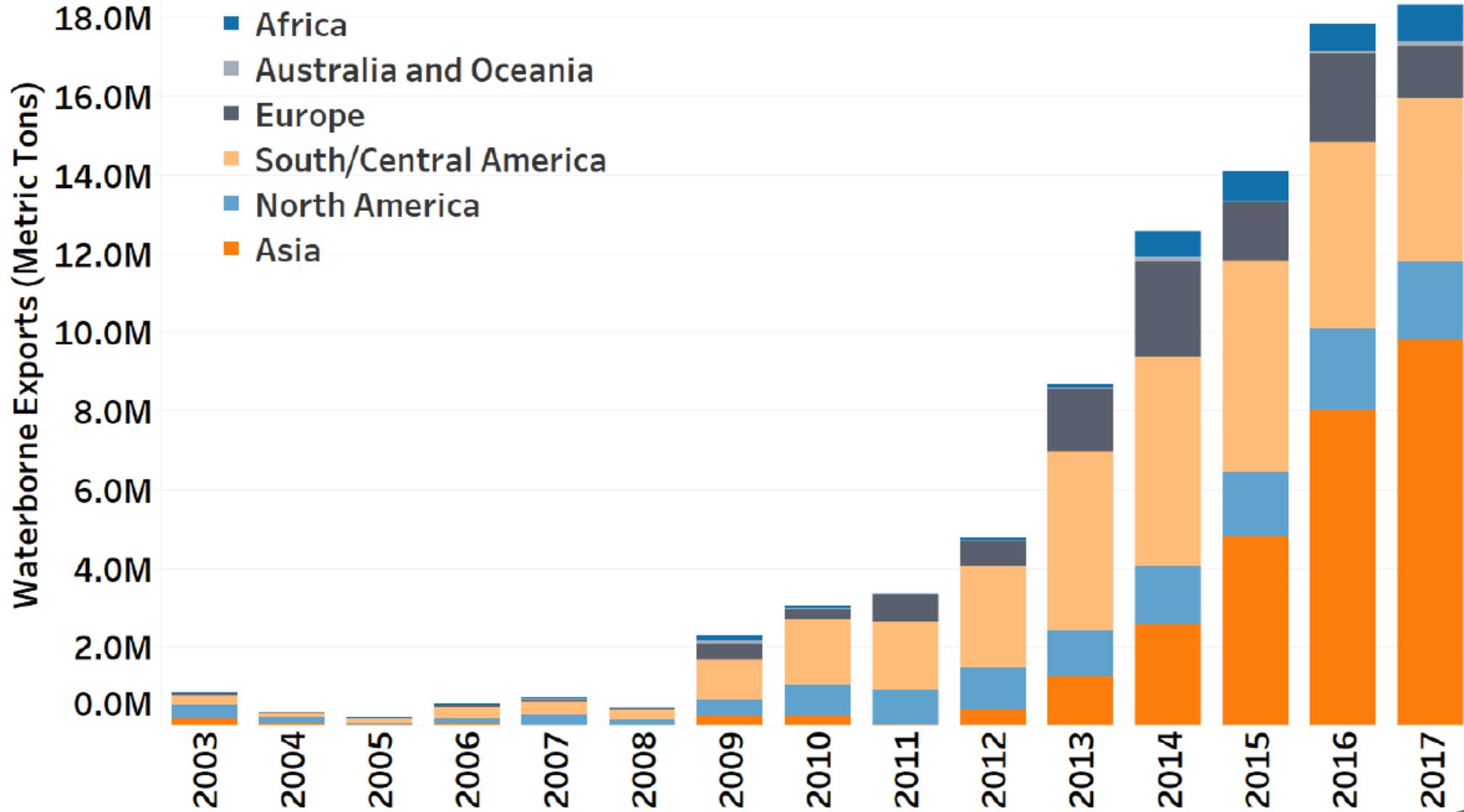
Source: GHPB analysis of U.S. Census data

Houston Crude Oil Exports

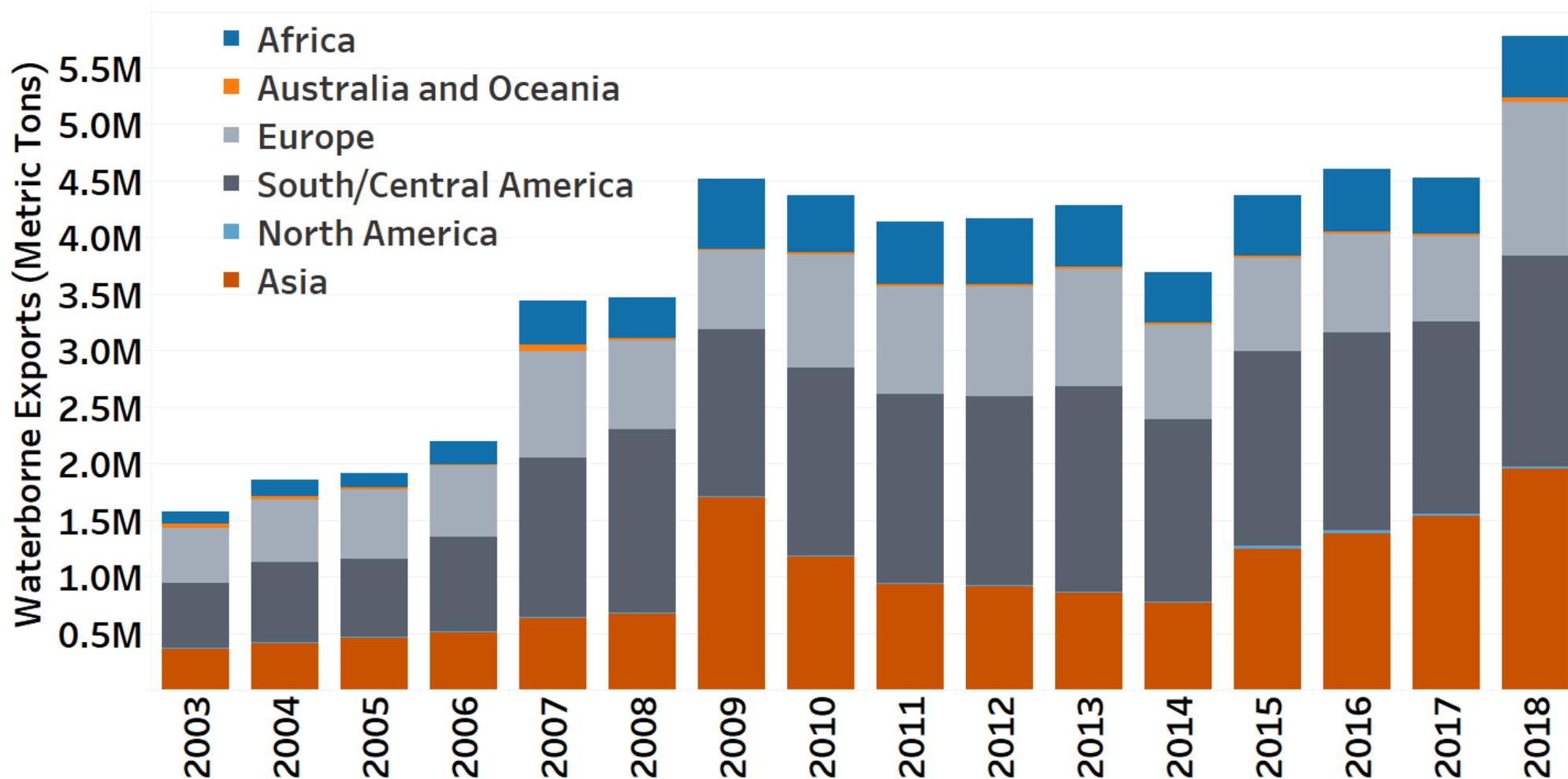


At the end of 2015, the US congress fully liberalized exports of all grades of US crude oil. *McKinsey*

Houston LPG Exports



Houston Plastics Exports 2003-2018



Source: GHPB analysis of U.S. Census data

35% increase in 1 year after a decade of 0% growth

Transportation Taskforce

Infrastructure following Development



1. \$50B in projects in the petrochemical industry over the last 8 years, the first production came online in 2018
2. Combined with Port of Houston trade via the Panama Canal and increased resin production, container volumes will grow from 2 million TEU in 2016 to 3 million TEU by 2020
3. Houston Ship Channel activity accounts for 21% of states GDP
4. The state needs to invest in this critical freight infrastructure to avoid congestion & maintain global competitiveness.

Public Policy - Transportation Taskforce



Committee of Regional Transportation Stakeholders

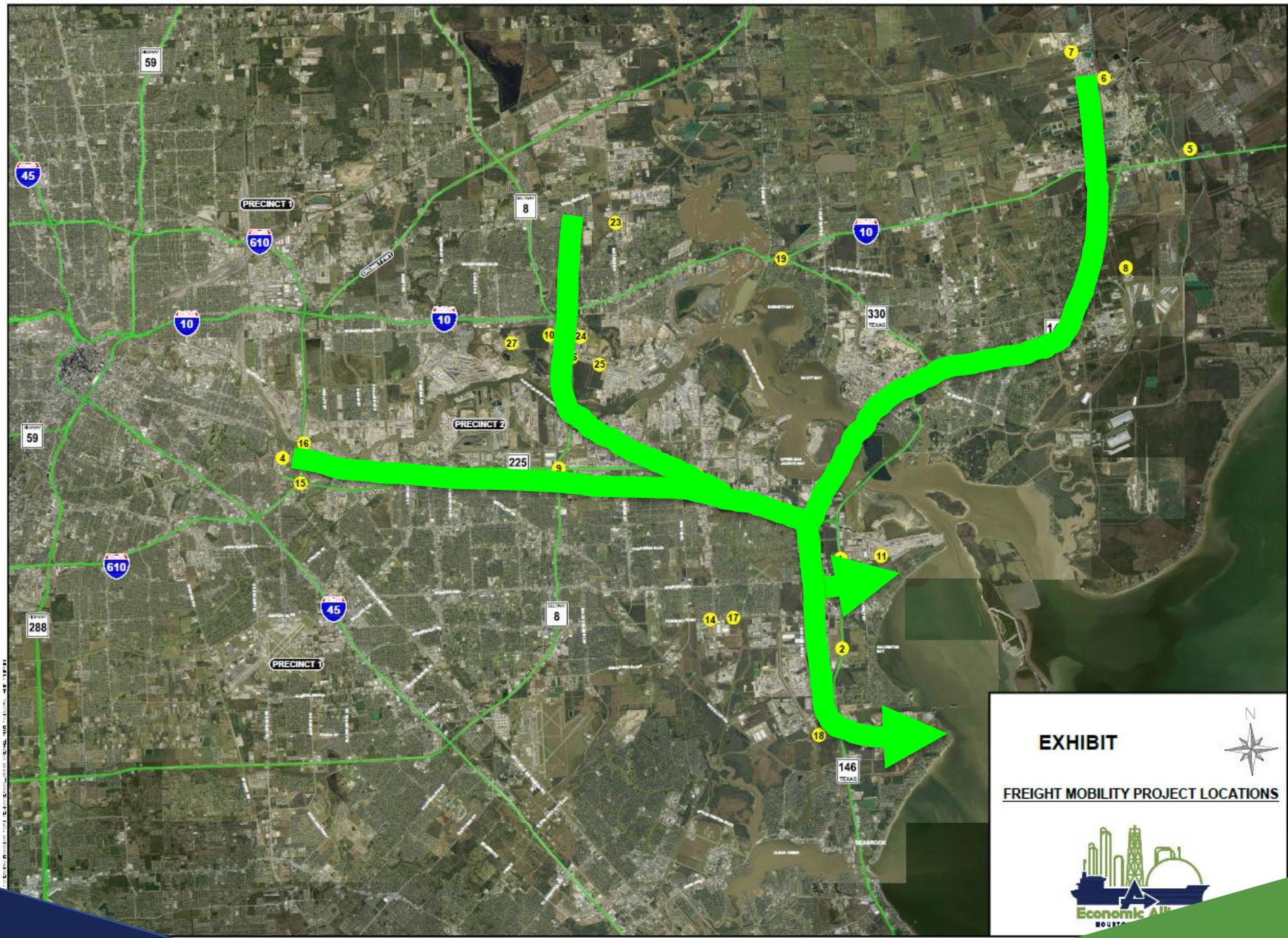
- Regional Mayors
- East Harris County Mfg's Assoc. (130+ plants)
- Port of Houston Authority
- Harris County
- TxDOT
- HGAC

Addressing critical issues associated with the movement of Freight and Commuters

Houston Port Region Freight Improvement Strategic Plan



#	Project	Priority	Info & Updates
1	Barbours Cut Connectivity to SH-146	H/S	TxDOT is working on a design for restriping Barbours Cut Blvd, will need to continue to work to identify a long term connectivity solution
2	SH-146 Widening - Fairmont to Red Bluff Road	H/S	Widen to 6 main lanes, environmentally cleared, Final design underway/anticipated to let in Fall 2022.
3	SH-225 expansion/improvement (8-East 146)	H/S	TxDOT is working on a feasibility study for SH 225 from I-610 to SH 146. completion Q3 2018
4	Broadway Double Track Project	H/S	Construction is underway, should complete in 2019
5	Grand Parkway NE Segments H & I	H/S	Design-Build Project/recently awarded. The total cost of this project is approximately \$1.4 Billion. Estimated completion date is February 2022. Construction to begin Summer 2018
6	FM-1942 from Hatcherville Road to SH-146 – road improvement	H/S	
7	Hatcherville Rd from FM-1942 to Liberty/Chambers Co.Line – road widening	H/S	No improvements are currently planned
8	FM 565 from SH-146 to SH-99 – widening and addition of turning lanes	H/S	MPOID 17113; FY 2024 Project from FM 1409 to SH 99: Reconstruct and realign roadway is anticipated to let for construction in FY 2018
9	Peninsula Road Widening and Rail Crossing Improvement	H/S	Notice To Proceed was issued 12/2018, the rail crossing improvements are already underway, Project is in construction. Widen Pensinsula road to 4 lanes (3 inbound and 1 outbound) and make improvements to up to 6 rail crossings
10	SH-99 and I-45 direct connectors for trucks heading from PH to Dallas and Dallas to PH	H/M	Identified to TxDOT in March 2018
11	BW-8 Direct Connectors @ SH-225: Westbound on 225 to 8 N, Northbound on 8 to E/W 225, Eastbound on 225 to 8S	H/M	Working with HCTRA, construction of 4 connectors is funded, applied for Federal Grant for the remaining work, environmental studies underway, No ROW needed, anticipated letting in 2021, estimate construction cost for entire interchange is \$180 Million
12	SH146 from I10 to Business 146 (Alexander Drive)	H/M	The grade separation/freeway starts at Alexander and continues all the way to Red Bluff. There probably needs to be some work on SH146 North of 110 through Mont Belvieu also
13	Penn City Connector	H/M	Need to develop a business case analysis for project
14	Barbours Cut Blvd expansion to 6 lanes	H/M	Need to develop a business case analysis for project
15	SH-225 expansion/improvement (8-West 610)	H/M	
16	I-69 Bypass (feasibility of a bypass on the East side of Houston is being considered)	H/M	Potentially starting as far South as Wharton and tying as far North as Cleveland. Potential to use SH 99 Seg. H & I. Southern Section of an I-69 Bypass is being discussed through HGAC. TxDOT is beginning an Origin-Destination Study (O-D) to determine how many trucks would use the route.
17	Fairmont Parkway (Turning improvements)	H/M	Under construction County and La Porte funded through TxDOT Grant
18	SH-225 and I-610 Interchange	H/L	TxDOT is working with H-GAC to begin a feasibility study for SH 225 from I-610 to SH 146
19	I-610 bridge at HSC	H/L	Additional meetings with the Economic Alliance are requested to identify the needs and project scope at this location
20	Fairmont Parkway (Widening)	H/L	Widening is recommended from Canada Rd to SH 146. There are at least 3 major freight generators on the south side of Fairmont in this area.
21	Port Road Phase 3 & Drainage	M/M	Design is underway, expected to let in Q4 2019
22	SH-330 (improve northbound connectivity to I-10 - 2 lanes or direct connect)	M/M	Construct Northbound to Eastbound connection. Working to secure construction funding. Anticipated environmental clearance – Summer 2018. The estimated let date is Spring 2022
23	Independence Parkway (improve Northbound connectivity to SH-225)	M/M	Dedicated turning lane. Getting those trucks in and out of Ind. Blvd. Increase turning capacity
24	Spencer Highway Bridge (Bayport Rail Mainline) at Fairmont	M/L	MPOID 10532; FY 2018
25	Bayport Mainline Rail Track	M/L	MPOID 10455; Need business case to support investment
26	Sheldon Road expansion	M/L	Project has been submitted to HGAC TIP Call for Projects.
27	Applet Road (Sheldon to Market)	M/L	
28	Jacintoport Road Improvement	L/L	Also on the Primary Highway Freight System, thereby eligible for federal freight funding
29	Jacintoport Direct Connectors	L/L	Direct Connect makes it a TxDOT/HCTRA discussion
30	Haden Rd (extension to Penn City Rd)	L/L	County roadway/POHA
	TxDOT Projects shaded		Priority Level: Time Frame Required:
	Harris County Projects		H-HIGH Priority / S-SHORT Term 0-5 yrs M-MEDIUM Priority / M-MID Term 5-10 yrs L-LOW Priority / L-LONG Term 10+ yrs



EXHIBIT

FREIGHT MOBILITY PROJECT LOCATIONS



Economic Alliance
HOUSTON PORT REGION



Ready to Let: 2021 or Earlier
Estimated Amount: \$180 Million



GALVESTON BAY

Final Design: Fall 2022
Estimated Amount: \$42 Million

S BROADWAY ST

146
TEXAS

WHAR TON WEEHIS BLVD

MCCABE RD

SHOREACRES BLVD

225
TEXAS

BAY AREA BLVD

SPENCER HWY

W. FAIRMONT PKWY



13 active projects around Port Road 2019 - 2022



INTERIM REVIEW ONLY
This document is INCOMPLETE and is released for the purpose of INTERIM REVIEW ONLY. It is not to be used for BIDDING, PERMIT or CONSTRUCTION.
Engineer: Patrick M. Worley, P.E.
License No. 219154
TX Firm Registration No. F-000340



5625 Schumacher Lane (713) 975-9990
TX Firm Registration No. F-000340



Workforce Development

Workforce Development



Inspiring & Preparing the Next Generation Workforce

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



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



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



Targeting high-demand, high-paying careers supporting the petrochem and maritime industries



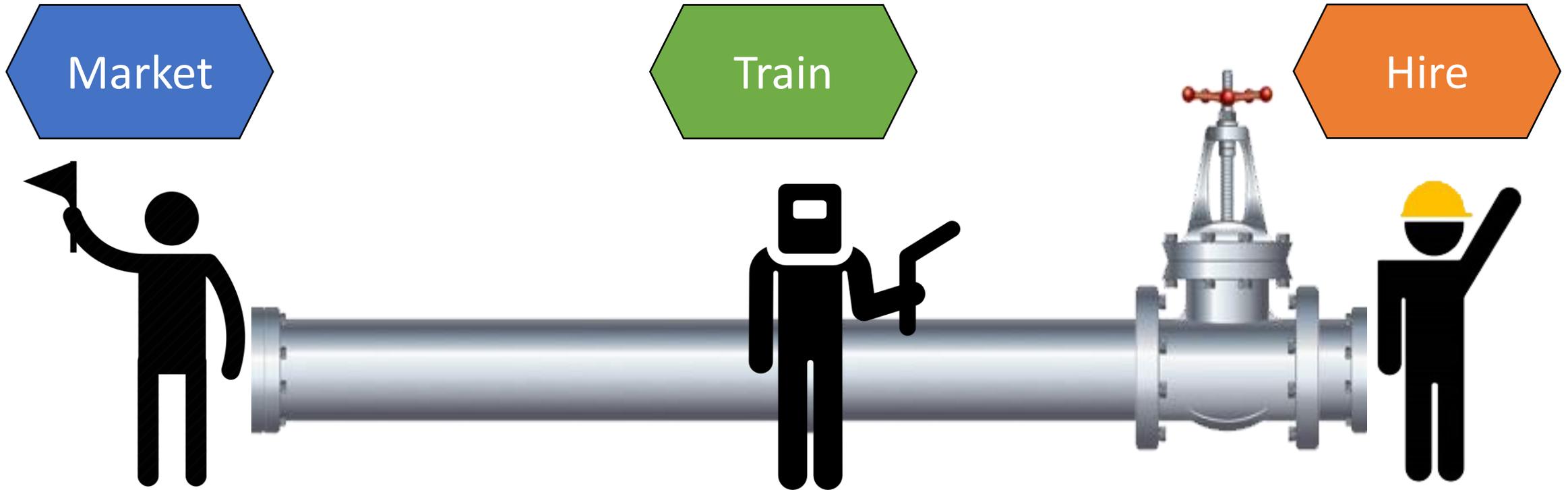
2019 Texas Economic Development Council's Workforce Excellence Award >250,000 population



Talent Pipeline



Our mission is to fill the pipeline of potential workers in the petrochemical, manufacturing, maritime and logistics industries. While leveraging partnerships with the East Harris County Manufacturers Association and 9 community colleges to recruit a qualified workforce.



Market



2016

50
Presentations

5,222
Contacts

2017

72
Presentations

12,909
Contacts

2018

76
Presentations

9,304
Contacts

2016 – 2018 Events & Contacts



- **198 Presentations**
- **27,435 Contacts**





Public Policy

Public Policy

2019

State Policy

24 Economic Alliance members participated in 31 meetings in Austin, TX



Federal White Paper Considerations

Port Infrastructure – Widening Project
Workforce Investment
EXIM Bank Reauthorization
Storm Surge Protection

2019

Federal Policy

31 members participated in 35 meetings in Washington DC.



State White Paper Considerations

Chapter 312 - Reauthorized
Coastal Spine Taxing Authority - **Passed**
Workforce HB2214 – Deploy to Employ - **Passed**
Texas Emissions Reduction Plan - **Passed**
Expedited Permitting - **Passed**





Quality of Life

Mini-Mural Matching Grant Program



Cities currently participating:

- Seabrook**
- Pasadena**
- La Porte**
- Jacinto City**
- Deer Park**
- Houston**
- Galena Park**



\$5,000 Matching Grant

Project Options:

- Murals/Art**
- Plantings**
- Streetscapes**
- Park Improvements**
- Quality of Life**





Leading the Conversation

Informing the Nation

Gulf Coast Industry Forum: September 18th & 19th 10th Annual Conference of National Industry Leaders

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



Gulf Coast Industry Forum

AN ECONOMIC ALLIANCE HOUSTON PORT REGION EVENT



Networking & Connections

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



Industry & Market Insight

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





Thank You

www.allianceportregion.com



**Council Agenda Item
October 28, 2019**

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NANCY OJEDA
Councilperson District 6

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE OCTOBER 14, 2019

The City Council of the City of La Porte met in a regular meeting on Monday, October 14, 2019, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

Councilpersons present: Louis Rigby, Thomas Garza, Steve Gillett, Danny Earp, Chuck Engelken, Bill Bentley, Brandon Lunsford, Jay Martin, Nancy Ojeda

Councilpersons absent: None

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, Assistant City Attorney

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m.
2. **INVOCATION** – The invocation was given by Rev. Brian Christen, La Porte Community Church.
PLEDGES – The pledges of allegiance to the U.S. and Texas flags were led by Councilperson Brandon Lunsford.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
Proclamation – Domestic Violence Awareness and Prevention Month. [Mayor Rigby]
4. **PUBLIC COMMENTS** (Limited to five minutes per person) – Chuck Rosa spoke in appreciation of the 2019 Texas House Bill 2840 on public comments, read portions of the statutory language, and spoke in disapproval of Councilpersons.
5. **CONSENT AGENDA** (*Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.*)
 - (a) Approve the minutes of the special City Council meetings held on September 19 and September 30, 2019, and the regular meeting held on September 23, 2019. [Mayor Rigby]
 - (b) Approve the purchases of various vehicles and equipment through Texas BuyBoard and H-GAC Cooperative purchasing programs, in accordance with the FY 2019-2020 Vehicle Replacement Program schedule. [Ray Mayo, Public Works Director]
 - (c) Approve amending meeting dates of regular City Council meetings in November and December 2019. [Mayor Rigby]
 - (d) Authorize the City Manager to enter into US Communities contract #R-BB-19002 for Cintas to provide uniform rental services. [Cherell Daeumer, Purchasing Manager]
 - (e) Authorize the City Manager to enter into agreements with Dunham Engineering for the design, bid, and construction phase services for the Hillridge Ground Tank Replacement and for the Coating of Lomax Elevated Storage Tank CIP projects. [Ray Mayo, Public Works Director]

Councilperson Engelken moved to approve the consent agenda items a, b, d, and e; the motion was adopted, 9-0. Councilperson Engelken moved to approve item c; the motion was adopted, 8-1, Councilperson Garza voting against.

6. STATUTORY AGENDA

(a) Presentation and discussion on adoption of Ordinance 2019-3758, to amend the Council Rules of Procedure and Ethics Policy. [Mayor Rigby]

Councilpersons worked from the Section 5 through the end of the Rules of Procedure proposal and chose to review the Ethics Policy at the next meeting.

(b) Presentation, discussion, and possible action on a report from the compensation work group. [Matt Hartleib, HR Manager]

Matt Hartleib, HR Manager, thanked Councilpersons Engelken, Bentley, and Lunsford for their work and reviewed the compensation aspects that had been considered. Councilperson Engelken moved to approve the compensation workgroup recommendations to:

1. Make adjustments to roughly 91 employees to bring them to at least the same position in their range that they held before ranges were adjusted;
2. Adjust ten employees of a current 56 employees across 29 positions who will be reassigned to different grades on the La Porte salary structure;
3. Add a standard of living adjustment of \$1 per hour for each eligible employee; and
4. Establish compensation philosophies/practices beginning fiscal year 2019-2020

and the Council clarified that this would apply only to employees who have been here at least six months as of today. Councilperson Garza moved to amend that all those employed as of today receive the dollar per hour raise; the motion did not receive a second and was not considered by the Council. The original motion was adopted, 8-1, Councilperson Garza voting against.

During Council Comments, Councilperson Garza requested he be permitted to make a formal request for a record of his dissent on the vote for merit raises, saying he felt it was unfair and incompatible with the statement that the City's philosophy is to improve the standard of living of the City of La Porte's employees if a group of employees are arbitrarily left out, adding that he did not believe it to be an issue of money but rather of "arbitrary distinction" and that he didn't feel he could vote for something that he felt discriminates against 20 employees.

7. REPORTS

(a) Receive a report of the Drainage and Flooding Committee Meeting. [Councilperson Jay Martin]

Councilperson Martin reported on the Drainage and Flooding Committee meeting, relaying that it received reports from staff but that the Harris County Flood Control District (HCFCD) representative did not attend the meeting. He added that the Committee had a considerable level of frustration with project progress and that the next meeting was set for November 11.

8. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, October 17, 2019
- Zoning Board of Adjustment Meeting, Thursday, October 24, 2019
- City Council Meeting, Monday, October 28, 2019

City Manager Corby Alexander thanked the compensation work group and invited the Council to the employee Family Fun Day this Saturday at Lomax Arena beginning at 3 p.m.

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

Councilpersons thanked the compensation work group and expressed hopes for employee care with the initiatives going forward; applauded all the City departments that participated in National Night Out; gave kudos to the City Manager and staff for getting the Somerton Road project completed and opened; acknowledged how much is going on in the city in parks and with new recycling bins; warned the public about credit cards being skimmed; recognized Charlie Perry, who will be named an LPISD Distinguished Citizen this week; shared how much fun local families had at Fright Night; noted the Civic Club and the Court participated in the Northside cleanup; and recounted Council and staff attendance at the

annual Texas Municipal League (TML) Conference last week. *During Council Comments, Councilperson Garza requested be permitted to make a formal request for a record of his dissent, it is above with item 6b.*

ADJOURN – Without objection, Mayor Rigby adjourned the meeting at 7:56 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 28, 2019
Requested By: Corby Alexander, City Manager
Department: CMO
 Report Resolution Ordinance

Exhibits: Chapter 380 Agreement
Confirmed investment schedule
Certificate of occupancy

Appropriation	
Source of Funds:	<u>Special Programs</u>
Account Number:	<u>001-6030-510.99-97</u>
Amount Budgeted:	<u>\$179,705.97</u>
Amount Requested:	<u>\$39,145.37</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY

On March 27, 2017, the City Council entered into a Chapter 380 Agreement with Oakland Land & Development, Inc. for the development of Sector 23. Sector 23 is a development in the area north of Kroger, east of 16th, and south of D Street. 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, the City Council approved the first payment of \$66,547.28 towards the \$362,457.94 total.
- On April 23, 2018, the City Council approved payment of \$96,558.79 for the buildings at 631 S. 14th Street and 1306 W. F Street.
- On January 14, 2019, the City Council approved payment of \$19,645.90 for the building at 605 S. 16th St.

Staff has been able to confirm \$1,295,997.23 of spending for the building at 601 S. 14th Street, which makes the applicant eligible for \$39,145.37, as the confirmed spending is 10.799977% of the total required and \$39,145.37 is that percentage of the total amount to be reimbursed. City staff have verified that the developer has received a Certificate of Occupancy for this latest parcel on October 1, 2019.

To-date, this brings the total confirmed investment of all buildings up to \$7,303,144.31.

RECOMMENDED MOTION

As appropriate to provide direction to staff. Should the desire be to adopt the policy as presented: I move to approve the payment of \$39,145.37 to Oakland Land and Development.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

41	1/9/2019	Dynamic Plumbing	\$ 20,274.69	CK#	124464
42	1/9/2019	ACW Engineering	\$ 3,226.38	CK#	124460
43	1/10/2019	EZ Waste	\$ 573.99	Credit Card	
44	1/15/2019	Joe Torres	\$ 2,950.00	CK#	2085
45	1/15/2019	Jose Lopez	\$ 9,125.00	CK#	2086
46	1/15/2019	Bene Gutierrez	\$ 4,500.00	CK#	2088
47	1/17/2019	FBM	\$ 11,240.99	Credit Card	
48	1/23/2019	McCoy's Building Supply	\$ 9,208.33		
49	1/25/2019	Texas Outhouse	\$ 121.88	CK#	124489
50	1/25/2019	ACW Engineering	\$ 7,484.07	CK#	5016
51	1/24/2019	Barrett's Heating and A/C	\$ 20,185.00	CK#	5017
52	1/24/2019	Camacho's Steel Erectors	\$ 2,000.00	CK#	5018
53	1/24/2019	Bene Gutierrez	\$ 2,440.00	CK#	5020
54	1/24/2019	Lohman Glass Company	\$ 9,640.00	CK#	5021
55	1/24/2019	Jose Lopez	\$ 9,125.00	CK#	5022
56	1/24/2019	Jose Lopez	\$ 9,125.00	CK#	5024
57	1/24/2019	R. A. Weaver Electric	\$ 14,639.00	CK#	5025
58	2/6/2019	Schulte Building Systems	\$ 3,237.58	Wire	
59	2/6/2019	Home Depot	\$ 5,888.71	Credit Card	
60	2/7/2019	Jose Luis Martinez	\$ 4,000.00	CK#	124497
61	2/8/2019	McCoy's Building Supply	\$ 144.96		
62	2/14/2019	Jose Lopez	\$ 9,125.00	CK#	5028
63	2/14/2019	ACW Engineering	\$ 3,834.71	CK#	5026
64	2/14/2019	Bene Gutierrez	\$ 650.00	CK#	5027
65	2/14/2019	Jose Luis Martinez	\$ 4,000.00	CK#	5029
66	2/14/2019	Houston Grass South	\$ 1,282.76	Credit Card	
67	2/18/2019	Home Depot	\$ 2,814.99	Credit Card	
68	2/21/2019	Joe Torres	\$ 2,600.00	CK#	5031
69	3/1/2019	United Rentals	\$ 1,641.50	CK#	5042
70	3/1/2019	R. A. Weaver Electric	\$ 26,946.00	CK#	5041
71	3/1/2019	Jose Luis Martinez	\$ 3,900.00	CK#	5039
72	3/1/2019	Bene Gutierrez	\$ 5,950.00	CK#	5036
73	3/1/2019	ACW Engineering	\$ 8,216.40	CK#	5032
74	3/4/2019	Jose Hernandez	\$ 2,500.00	CK#	5046
75	3/6/2019	Jose Hernandez	\$ 2,500.00	CK#	5048
76	3/6/2019	Daniel Gonzalez	\$ 3,392.00	CK#	5047
77	3/12/2019	EZ Waste	\$ 573.99	Credit Card	
78	3/14/2019	Bene Gutierrez	\$ 1,750.00	CK#	124571
79	3/14/2019	Jose Luis Martinez	\$ 4,500.00	CK#	124572
80	3/14/2019	Stroud Interiors/API	\$ 15,007.00	CK#	124573
81	3/14/2019	ACW Engineering	\$ 3,471.81	CK#	124569

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82	3/14/2019	Sherwin Williams	\$ 5,517.64	CK#	124563
83	3/18/2019	McCoy's Building Supply	\$ 13,081.67	Online	
84	3/19/2019	Joseph's Nursery	\$ 1,136.55	Credit Card	
85	3/20/2019	Jacob's Fan Company	\$ 1,135.54	Credit Card	
86	3/23/2019	Fischers Hardware	\$ 12.97	Credit Card	
87	3/23/2019	Houston Grass South	\$ 1,407.25	Credit Card	
88	3/25/2019	Barrett's Heating and A/C	\$ 20,185.00	CK#	1654
89	3/25/2019	Donath's Garden Works	\$ 100.00	Credit Card	
90	4/2/2019	Dynamic Plumbing	\$ 15,618.78	CK#	1656
91	4/4/2019	McCoy's Building Supply	\$ 620.07	Online	
92	4/10/2019	City of LaPorte	\$ 153.75	CK#	1000
93	4/10/2019	United Rentals	\$ 1,295.10	CK#	1685
94	4/10/2019	Sherwin Williams	\$ 575.42	CK#	1683
95	4/10/2019	Lohman Glass Company	\$ 514.19	CK#	1677
96	4/10/2019	Jose Luis Martinez	\$ 625.00	CK#	1678
97	4/10/2019	ACW Engineering	\$ 2,434.94	CK#	1664
98	4/10/2019	Carpet Plus	\$ 25,131.00	CK#	1668
99	4/10/2019	Bene Gutierrez	\$ 4,170.10	CK#	1673
100	4/10/2019	Houston Grass South	\$ 552.08	Credit Card	
101	4/10/2019	Coupland Crafts & Signs	\$ 435.17	CK#	1687
102	4/12/2019	Houston Grass South	\$ 259.80	Credit Card	
103	4/17/2019	Fischers Hardware	\$ 7.57	Credit Card	
104	4/20/2019	Sherwin Williams	\$ 415.76	Credit Card	
105	4/20/2019	Juan Pena	\$ 14,659.00	CK#	1699
106	4/24/2019	Lohman Glass Company	\$ 1,616.00	CK#	1697
107	4/24/2019	Bene Gutierrez	\$ 845.00	CK#	1694
108	4/24/2019	Dynamic Plumbing	\$ 816.21	CK#	1693
109	4/24/2019	Coastal Testing Laboratories	\$ 507.00	CK#	124602
110	4/24/2019	United Rentals	\$ 1,264.68	CK#	1703
111	4/24/2019	Unitas Construction	\$ 11,700.00	CK#	1702
112	4/24/2019	Texas Outhouse	\$ 121.88	CK#	1701
113	4/24/2019	Sherwin Williams	\$ 117.40	CK#	1700
114	5/1/2019	Jose Luis Martinez	\$450	CK#	124616
115	5/8/2019	Barber's Nursery Inc	\$ 89.19	Credit Card	
116	5/9/2019	Home Depot	\$ 280.91	Credit Card	
117	5/10/2019	Camacho's Steel Erectors	\$ 11,000.00	CK#	124624
118	6/18/2019	R. A. Weaver Electric	\$ 36,185.01	CK#	1713
119	6/19/2019	ACW Engineering	\$ 6,276.22	CK#	124719
120	8/6/2019	Texas Evergreen	\$ 5,250.00	CK#	1748

\$1,295,997.23

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 10/01/19

Parcel Number 024-108-001-0001

Property Address 601 S FOURTEENTH ST
LA PORTE TX 77571

Subdivision Name LA PORTE

Legal Description LTS 1 THRU 16 BLK 827
LA PORTE

Property Zoning IND - LIGHT

Owner OAKLAND LAND & DEVELOPMENT LLC

Contractor ACW ENGINEERING & CONSTRUCTION
281 449-6300

Application number 18-00001547 000 000

Description of Work NEW, COMMERCIAL

Construction type WOOD FRAME

Occupancy type BUSINESS

Flood Zone

CL

Approved Mark Huber
Building Official UT

VOID UNLESS SIGNED BY BUILDING OFFICIAL

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.

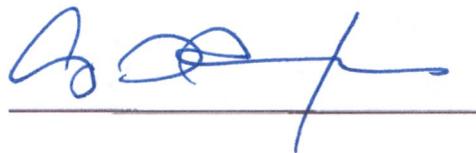
The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement **SHALL NOT** be assigned by DEVELOPER to any other person or entity, without prior, written CITY approval. Written approval of the CITY shall be required for an assignment to 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.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u>
Requested By: <u>Lorenzo Wingate, P.E.</u>
Department: <u>Public Works</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>015</u>
Account Number:	<u>015-8080-552-4653</u>
Amount Budgeted:	<u>\$480,700</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Resolution 2019-18
Project map
Project exhibit
TxDOT Installation/Maintenance Agreement

SUMMARY

The Pedestrian Sidewalk Lighting on South Broadway capital project was budgeted in the Fiscal Year 2018-2019 budget. The project consists of the installation of a decorative lighting system along South Broadway (old SH 146) from Dwire Drive to Fairmont Parkway. Since the South Broadway right-of-way (ROW) is maintained by the Texas Department of Transportation (TxDOT), it is necessary to enter into an agreement with TxDOT allowing for the installation of decorative lighting system within the South Broadway right-of-way.

The proposed agreement places ownership and maintenance responsibilities upon the City of La Porte, and allows for the construction, maintenance, and operation of the pedestrian lighting system along South Broadway. The agreement must be accompanied either by a resolution or an ordinance passed by the City.

RECOMMENDED MOTION

I move to adopt Resolution 2019-18 authorizing the City of La Porte to enter into an agreement with the Texas Department of Transportation (TxDOT) allowing for the installation of a decorative lighting system along the sidewalk within the Broadway (Old SH 146) right-of-way (ROW).

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2019-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING THE CITY OF LA PORTE, TEXAS TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) ALLOWING FOR THE INSTALLATION OF A DECORATIVE LIGHTING SYSTEM ALONG THE SIDEWALK WITHIN THE BROADWAY (OLD SH 146) RIGHT-OF-WAY (ROW)

WHEREAS, the City of La Porte, Texas will construct, maintain, and operate a decorative lighting system along the street called Broadway (Old SH 146) which is within the limits of the City and which is in accordance with 43 Texas Administrative Code, Section 25.11. The improvement is to consist of decorative lighting to be built along the sidewalk of Broadway Street.

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

The Mayor and City Manager be authorized to execute an agreement with the Texas Department of Transportation for the installation of a decorative lighting system along the sidewalk of Broadway Street.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Porte on this _____ day of _____, 2019.

CITY OF LA PORTE, TEXAS

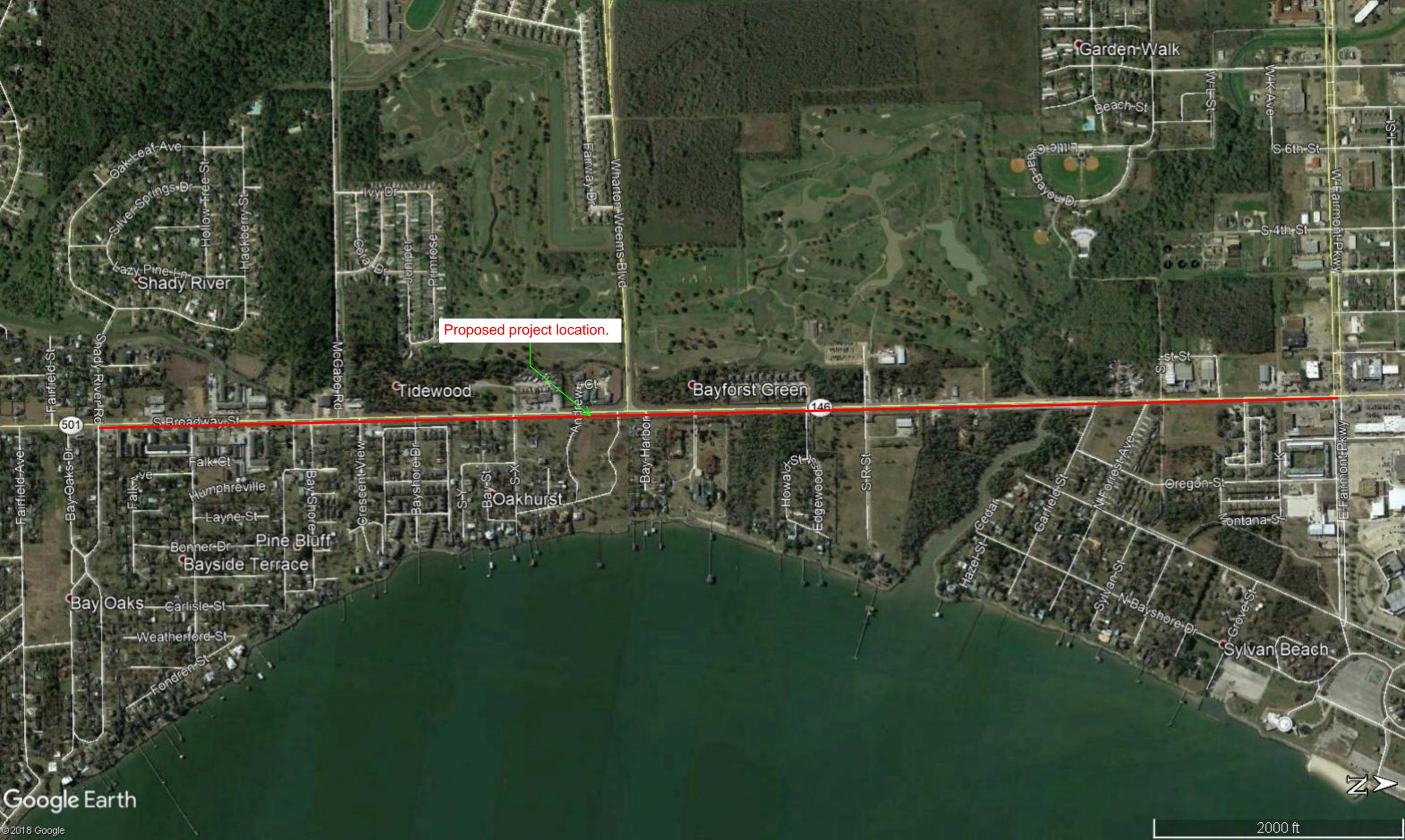
Louis R. Rigby, Mayor

ATTEST:

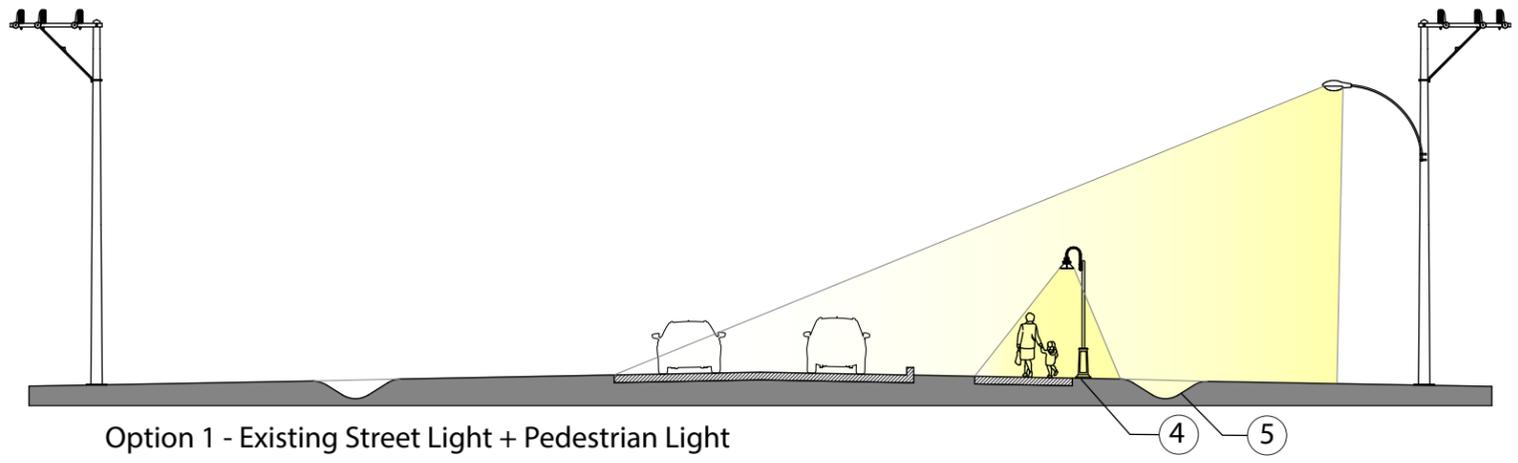
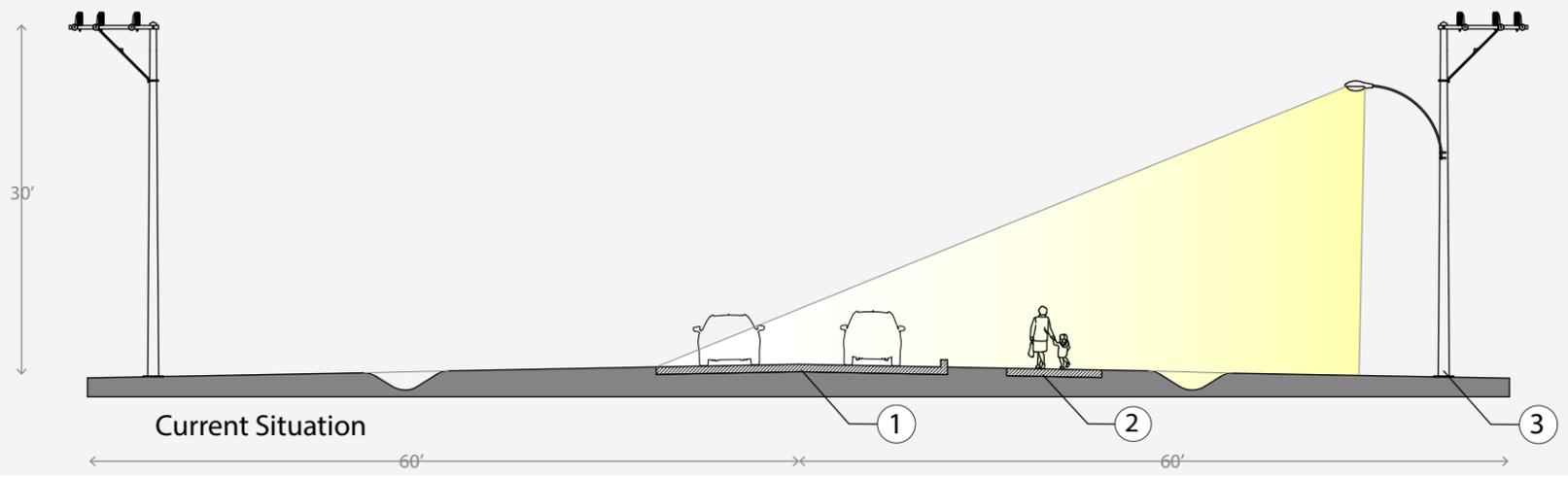
APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney



Proposed project location.



- ① ROADWAY
- ② TRAIL
- ③ UTILITY POLE
- ④ PEDESTRIAN LIGHT
- ⑤ DITCH
- ⑥ STREET LIGHT



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

September 26, 2019

The Honorable Louis R. Rigby
Mayor
City of La Porte
604 Fairmont Parkway
La Porte, Texas 77571

RE: Decorative Lighting System – Broadway (Old SH 146) – Galveston County

Dear Mayor Rigby:

The captioned project area includes the installation of a Decorative Lighting System along Broadway (old SH 146). It is necessary that we have an executed agreement with the City of La Porte concerning the installation and maintenance of this illumination system.

The proposed agreement allows the City of La Porte to construct, maintain and operate the pedestrian lighting system within the City of La Porte along this roadway within the city limit at its own cost. The City of La Porte would be responsible for the maintenance and operation of these luminaires at the completion of the construction. The agreement must be accompanied either by a resolution or an ordinance passed by the city.

Please return to us both of the two (2) original copies of the agreement with your signature and title and we will return to you a completed copy once it is executed by our District Engineer.

If you have questions please contact Gaurang Pandit, Transportation Engineer, at (713) 802-5859.

Sincerely,



Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Corby Alexander – City Manager – City of LaPorte
Gaurang S. Pandit, P.E.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF PEDESTRIAN LIGHTING SYSTEM ALONG BROADWAY (OLD SH 146) WITHIN THE CITY OF LAPORTE

THIS AGREEMENT, dated this _____ day of _____, 2019, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the CITY of LA PORTE, HARRIS County, Texas, acting by and through its duly authorized officers under an ordinance or resolution passed the _____ day of _____, 2019, hereinafter called the "City," party of the second part, is made to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, the City will construct, maintain, and operate a decorative lighting system along the street called Broadway (Old SH 146) which is within the limits of the City and which is in accordance with 43 Texas Administrative Code, Section 25.11. The improvement is to consist of decorative lighting to be built along the sidewalk of Broadway St.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONSTRUCTION RESPONSIBILITIES

- A. The City will prepare the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction or betterment work as required by said plans and specifications. Before this work can begin, the State will review the plans to see if they meet our standards
- B. The City maintenance and operation responsibilities shall be a heretofore agreed to condition, accepted, and specified in the Agreement to which these plans are made a part.

Article 2. MAINTENANCE AND OPERATION RESPONSIBILITIES

- A. The City shall assume all maintenance and operation, including furnishing of electric energy. The City further agrees to maintain and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, without cost to the State in accordance with the National Electrical Code and State Standards.

- B. The City will obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

Article 3. GENERAL

- A. This Agreement shall remain in force for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement by both parties.
- B. The State will not incur any financial obligation to the City as a result of the Agreement.
- C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.
- D. If the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.
- E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.
- F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.
- H. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.
- I. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- J. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting within subject matter.
- K. At the request of the State, the City shall submit any information required by the State in the format directed by the State.

Article 4. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

IN WITNESS WHEREOF, the parties have thereunto affixed their signatures, The CITY of LAPORTE on the _____ day of _____, 2018, and the Texas Department of Transportation on the _____ day of _____ 2019.

CITY OF LAPORTE

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Houston District Engineer



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u>
Requested By: <u>Lisa Camp, EMS Chief</u>
Department: <u>EMS</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance

Appropriation	
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:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: POHA /Bayport contract

SUMMARY

Currently, the Port of Houston Authority – Bayport Terminal contracts for emergency medical services with Clear Lake Emergency Medical Corp. (CLEMC). However, CLEMC is closing on November 15, 2019, and will no longer be providing services. The Port of Houston Authority (PoHA) reached out to the City of La Porte to request emergency medical services to the Bayport Terminal beginning November 1.

At this time, PoHA contracts with the City of La Porte for EMS services at the Barbour's Cut Facility for the period of February 1, 2018, until the expiration on January 31, 2021. This service contract has worked well for the provision of emergency services in the past and PoHA would like to add this service to their Bayport Terminal. The Bayport Terminal will not have emergency medical services effective November 1, 2019, and requests to contract for these services with the City of La Porte EMS for a period of fifteen (15) months to coincide with the current contract for Barbour's Cut.

La Porte EMS has provided the following responses to the Port of Houston – Barbour's Cut Terminal:

- FY2016-17 – 13 responses out of 3,888 total calls
- FY2017-18 – 15 responses out of 4,046 total calls
- FY2018-19 – 16 responses out of 4,080 total calls

The attached 2019-2021 contract is calculated at the same rate as the City's existing contract with the Port of Houston Barbour's Cut Terminal, at the rate of \$30.52 per employee per year. The total agreement amount invoiced will be based on an Average Daily Population (ADP) of 645 employees at the Bayport Terminal.

The Port of Houston Authority – Bayport Terminal agrees to pay fifteen (15) monthly payments of \$1,640.45. The total amount of the contract for fifteen (15) months is \$24,606.75. Contract fees are in addition to any and all patient billing and revenues for actual calls for service.

Attached is a copy of the contract with PoHA for emergency medical services at the Bayport Terminal. This contract starts on November 1, 2019, and will expire on January 31, 2021.

RECOMMENDED MOTION

I move to authorize the City Manager to execute a 2019-2021 contract with the Port of Houston Authority to provide emergency medical services to the Bayport Terminal.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

IV.

Sole discretion will rest with the LA PORTE Director of Emergency Medical Services, or his duly authorized assistants, as to the personnel and equipment that will answer each emergency medical services request; provided, emergency medical services protection will be adequate (meaning reasonable protection, considering available personnel and equipment of LA PORTE's Emergency Medical Services), and LA PORTE shall further provide dispatch of personnel and equipment to provide emergency medical services within the corporate limits of the City of La Porte.

V.

LA PORTE agrees to operate the ambulances in accordance with the requirements of State and Federal law, and applicable municipal or county ordinances, as the same now exists, and as may be amended from time to time hereafter.

VI.

During the term of this Contract and any extension or renewal thereof, LA PORTE shall maintain the following insurance coverage:

<u>Type</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
General Liability	\$1 Million per occurrence
Automobile Liability	\$100K/\$300K/\$100K
Medical Malpractice	\$1 Million per occurrence

Notwithstanding the foregoing, LA PORTE shall not be required to obtain insurance in excess of liability limits established in the Texas Tort Claims Act, Section 101.001 et seq. of the Texas Civil Practice and Remedies Code, in cases where said Act is applicable. LA PORTE shall file certificates of insurance coverage with the PORT during the term of this Contract and any extension or renewal thereof. PORT shall be named as an additional insured on the general liability insurance policy.

VII.

Either the PORT or LA PORTE may cancel this Contract, without cause, after giving at least ninety (90) days written notice to the non-canceling party. Such notice shall be sent by LA PORTE to the PORT at P.O. Box 2562, Houston, Texas 77252-2562, Attention: Senior Managing Director, Port Security & Emergency Operations. Such notice shall be sent by the PORT to LA PORTE at 604 West Fairmont Parkway, La Porte, Texas, 77571, Attention: City Manager.

VIII.

This contract shall become effective at 12:00 A.M. midnight Central Time, at the beginning of the 1st day of November, 2019 and shall remain in full force and effect until the end of the 31st day of January, 2021 unless otherwise cancelled as provided in paragraph VII above. This Contract is entered into subject to the Charter and Ordinances of the City of La Porte, and all applicable state and federal laws.

IX.

This Contract constitutes the entire agreement between the parties and supersedes all prior contemporaneous communications or agreements, written or oral. This contract may be amended only by a written instrument signed by all parties. This contract shall be governed by and construed in accordance with the laws of the State of Texas.

[EXECUTION PAGE FOLLOWS]

EXECUTED IN DUPLICATE ORIGINALS, as of this the _____ day of _____, 2019.

ATTEST CITY OF LA PORTE

City Secretary

By: _____
City Manager

PORT OF HOUSTON AUTHORITY

By: _____
Marcus Woodring
Chief Port Security and Emergency Operations

APPROVED AS TO FORM:

Counsel

REVIEWED:

Controller

FUNDS ARE AVAILABLE TO MEET THIS
OBLIGATION WHEN DUE:

Financial Services

PHA Minute No.:

Camp, Lisa

From: William Buck <wbuck@porthouston.com>
Sent: Wednesday, October 2, 2019 9:18 AM
To: Camp, Lisa; James Smith
Cc: Glenn Hood
Subject: RE: Ems Coverage For PHA Bayport Facility

Follow Up Flag: Follow up
Flag Status: Flagged

Lisa,

We would like to add the addendum to the current Port Houston BCT contract with La Porte to begin November 1, 2019 and ending January 31, 2021 as proposed.

Thanks,
William Buck
Fire Chief



PORT HOUSTON
THE INTERNATIONAL PORT OF TEXAS™

E: WBuck@porthouston.com • PortHouston.com
O: 713.670.3626 • **M:** 281.923.8748
111 East Loop North • Houston, Texas 77029



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From: Camp, Lisa <CampL@laportetx.gov>
Sent: Thursday, August 29, 2019 10:11 AM
To: James Smith <jsmith@porthouston.com>
Cc: Glenn Hood <ghood@porthouston.com>; William Buck <wbuck@porthouston.com>
Subject: RE: Ems Coverage For PHA Bayport Facility

Captain Smith,

La Porte EMS would like to propose adding an addendum to the current Port Houston BCT contract with La Porte EMS for the remaining contract period to cover the Bayport Terminal.

The current Port Houston contract will expire on January 31, 2021 and the current contract rate is \$30.52 ADP.

Breakdown:

645 ADP x \$30.52 = \$19,685.40 yearly, \$1640.45 monthly

November 15, 2019 – December 31, 2019	\$ 1,640.45
January 1, 2020 – January 31, 2021	<u>\$ 21,325.85</u>
	\$22,966.30

14 months payments of \$1,640.45 for the remaining months of the current negotiated rate with Port Houston and City of La Porte EMS.

Thank you for your interest,

Lisa M. Camp, BA, LP, CPM, CEMSO
EMS Chief
City of La Porte EMS
O 281-471-9244
F 281-471-0688
Email: campL@laportetx.gov

“To know even one life has breathed easier because you have lived. This is to have succeeded.”
— Ralph Waldo Emerson

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From: James Smith [<mailto:jsmith@porthouston.com>]
Sent: Tuesday, August 27, 2019 5:06 PM
To: Camp, Lisa <CampL@laportetx.gov>
Cc: Glenn Hood <ghood@porthouston.com>; William Buck <wbuck@porthouston.com>
Subject: Ems Coverage For PHA Bayport Facility

Chief Camp,

Just reaching back out to you after our conversation earlier today. We will be needing Ems coverage for our Bayport Facility due to CLEMC downsizing. Our ADP for 8 hours is 645. We average 4.5 ems calls a month at that facility and 3 of those requiring an ambulance response. If you could please get with your

legal dept and see what Ya'lls numbers would be to provide coverage for our Bayport Facility we would greatly appreciate it. If you have any further questions feel free to contact me. Thanks. -James Smith

James R. Smith
Sr Captain / Emt-B
Station 1 Turning Basin C-Shift

O: 713.670.1033 | C: 832.585.3069 |
E: JSmith@porthouston.com | W: porthouston.com
111 E. Loop N | Houston, Texas

[Facebook](#) | [Twitter](#) | [LinkedIn](#)



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u>
Requested By: <u>Grady Parker, IT Manager</u>
Department: <u>IT</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>IT</u>
Account Number:	<u>001-6066-519.50-07</u>
Amount Budgeted:	<u>\$70,000</u>
Amount Requested:	<u>\$66,504.94</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Smartnet renewal quote

SUMMARY

The IT department maintains a support contract for all of the City's Cisco networking devices. Currently, the City utilizes Cisco network switches and routers. The support agreement ensures that the City of La Porte has a guaranteed level of support in the event of failures on hardware (4-hour replacement) or software (immediate phone support). The City has had a service agreement with Cisco for at least eight (8) years and the agreement has been through Datvox. Each year, IT budgets and renews their current hardware and software maintenance agreement using Cisco's preferred partner, Datavox. City staff has not had any issues with support from Datavox during the tenure of their service agreements and recommends approval of the support agreement using Datavox as the preferred Cisco partner.

RECOMMENDED MOTION

I move to approve the support agreement using DataVox as the preferred Cisco partner.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



6650 W. Sam Houston Pkwy S, Houston, TX 77072

t. (713)881-5300 www.datavox.net

Quote # DVXQ1391
8
Date Oct 7, 2019
Expiration 30 Days

Prepared for:

City of La Porte

Robisto
604 West Fairway Parkway La Porte, TX 77571 USA

Ship to Information:

City of La Porte

604 West Fairway Parkway La Porte, TX 77571 USA

DataVox Contact:

Account Manager: Michael

Phone 7138817057

Grady Parker
Parker Email parkerg@laportetx.gov
Phone 281-471-5020 x5034

attn: Grady

Email michaelr@datavox.net

Prepared by: Sales Support
Phone 713-881-7026
Email

Customer ID #

SalesSupport@datavox.net

Project #



DataVox Texas DIR Vendor Number: 176-025-1479-000

SMARTnet 1 YR Renewal Co Term to 11/15/2020

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Pr
--------	-------------	-----------	-----	-----	------------	---------

No WAP's (Option 1)**Software Support + Upgrade Entitlements**

CON-ECMU-UWLST1	Services Mapping SKU, Under 1k UWL STD users	DIR-TSO-2542	371	\$47.60	\$17,659.60
CON-ECMU-ISEVM	^Cisco Identity Services Engine Single VM SKU (Electronic)	DIR-TSO-2542	2	\$1,018.30	\$2,036.60
CON-ECMU-UWLST1	Services Mapping SKU, Under 1K UWL STD users	DIR-TSO-2542	1	\$47.60	\$47.60
CON-ECMU-CUW 1LXK9	Unified Workspace Licensing v. 11.x	DIR-TSO-2542	1	\$0.00	\$0.00
	CUWL Standard 11.x Users - Service Use Only	DIR-TSO-2542	20	\$53.73	\$1,074.60

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Pr
8x5xNBD Hardware Support						
CON-SNT-C93002PE	Catalyst 9300 24-port PoE+, Network Essentials	DIR-TSO-2542		1	\$35.76	\$35.76
CON-SNT-C93002PE	Catalyst 9300 24-port PoE+, Network Essentials	DIR-TSO-2542		1	\$35.76	\$35.76
CON-SNT-C93002PE	Catalyst 9300 24-port PoE+, Network Essentials	DIR-TSO-2542		1	\$35.76	\$35.76
CON-SNT-C93002PE	Catalyst 9300 24-port PoE+, Network Essentials	DIR-TSO-2542		1	\$35.76	\$35.76
CON-SNT-C93002TE	Catalyst 9300 24-port data only, Network Essentials	DIR-TSO-2542		1	\$29.46	\$29.46
CON-SNT-C93004PE	Catalyst 9300 48-port PoE+, Network Essentials	DIR-TSO-2542		1	\$53.66	\$53.66
CON-SNT-C93004PE	Catalyst 9300 48-port PoE+, Network Essentials	DIR-TSO-2542		1	\$53.66	\$53.66
CON-SNT-C93004PE	Catalyst 9300 48-port PoE+, Network Essentials	DIR-TSO-2542		1	\$53.66	\$53.66
CON-SNT-C93004PE	Catalyst 9300 48-port PoE+, Network Essentials	DIR-TSO-2542		1	\$53.66	\$53.66
CON-SNT-C93004PE	Catalyst 9300 48-port PoE+, Network Essentials	DIR-TSO-2542		1	\$53.66	\$53.66
CON-SNT-C93004PE	Catalyst 9300 48-port PoE+, Network Essentials	DIR-TSO-2542		1	\$53.66	\$53.66
CON-SNT-C93004PE	Catalyst 9300 48-port PoE+, Network Essentials	DIR-TSO-2542		1	\$53.66	\$53.66
CON-SNT-ISR4321K	Cisco ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$223.77	\$223.77
CON-SNT-WSC3652S	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Base	DIR-TSO-2542		1	\$335.24	\$335.24
CON-SNT-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$682.30	\$682.30
CON-SNT-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$682.30	\$682.30
CON-SNT-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$682.30	\$682.30
CON-SNT-WSC388FL	Cisco Catalyst 3850 48 Port Full PoE LAN Base	DIR-TSO-2542		1	\$786.75	\$786.75
CON-SNT-WSC388FL	Cisco Catalyst 3850 48 Port Full PoE LAN Base	DIR-TSO-2542		1	\$786.75	\$786.75
CON-SNTP-A15SDK9	^^NGFW ASA 5515-X w/ SW,6GE Data,1GE Mgmt,AC,3DES/AES,SSD 120G	DIR-TSO-2542		1	\$1,142.77	\$1,142.77
CON-SNTP-C14321K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$235.05	\$235.05
CON-SNTP-C14321K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$235.05	\$235.05
CON-SNTP-C14321K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$235.05	\$235.05

CON-SNTP-1921SEC	Cisco1921/K9 with 2GE, SEC License PAK, 512MB DRAM, 256MB FI	DIR-TSO-2542	1	\$105.32	\$105.32
CON-SNTP-ISR4321K	Cisco ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542	1	\$397.68	\$397.68
CON-SNTP-ISR4331K	Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542	1	\$585.15	\$585.15

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Pr
CON-SNTP-SMB200A1	^(Not sold standalone)B200M4 Adv1w/2xE52690v3,8x32GB,VIC1340	DIR-TSO-2542		1	\$494.12	\$494.12
CON-SNTP-SMB200A1	^(Not sold standalone)B200M4 Adv1w/2xE52690v3,8x32GB,VIC1340	DIR-TSO-2542		1	\$494.12	\$494.12
CON-SNTP-SMB200A1	^(Not sold standalone)B200M4 Adv1w/2xE52690v3,8x32GB,VIC1340	DIR-TSO-2542		1	\$494.12	\$494.12
CON-SNTP-SMB200S1	^(Not sold standalone)B200M4 Std1 w/2xE52630v3,8x16GB,VIC1340	DIR-TSO-2542		1	\$494.12	\$494.12
CON-SNTP-SMB200S1	^(Not sold standalone)B200M4 Std1 w/2xE52630v3,8x16GB,VIC1340	DIR-TSO-2542		1	\$494.12	\$494.12
CON-SNTP-SMBFI48P	(Not sold Standalone)UCS SP Select 6248 FI w/ 12p LIC	DIR-TSO-2542		1	\$971.16	\$971.16
CON-SNTP-SMBFI48P	(Not sold Standalone)UCS SP Select 6248 FI w/ 12p LIC	DIR-TSO-2542		1	\$971.16	\$971.16
CON-SNTP-SMB51AC2	^UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x SFP cable 3m	DIR-TSO-2542		1	\$269.60	\$269.60
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-WSC654	Cisco Catalyst 3650 48 Port Full PoE 4x1GUplink IP Base	DIR-TSO-2542		1	\$1,091.32	\$1,091.32
CON-SNTP-4510RES7	^4510R+E Chassis, Two WS-X4748-RJ45V+E, Sup7-E	DIR-TSO-2542		1	\$4,442.95	\$4,442.95

CON-SNTP-C14431K9	Cisco ONE ISR 4431 (4GE,3NIM,8G FLASH,4G DRAM,IPB)	DIR-TSO-2542	1	\$1,449.15	\$1,449.15
CON-ECMU-C1A4400S	Cisco ONE Advanced UC Perpetual License ISR 4400	DIR-TSO-2542	1	\$408.00	\$408.00
CON-ECMU-C1F1PISR	Cisco ONE Foundation Perpetual License ISR 4400	DIR-TSO-2542	1	\$1,237.60	\$1,237.60

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Price
CON-ECMU-C1F4330S	Cisco ONE Foundation Perpetual License ISR 4331	DIR-TSO-2542		1	\$344.25	\$344.25
CON-ECMU-C1A4330S	Cisco ONE Advanced UC Perpetual License ISR 4331	DIR-TSO-2542		1	\$231.20	\$231.20
CON-SW-C14431K9	Cisco ONE ISR 4431 (4GE,3NIM,8G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$831.04	\$831.04
CON-SW-ISR4331K	Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$335.33	\$335.33
CON-SW-ISR4331K	Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$335.33	\$335.33
CON-SW-ISR4331K	Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$335.33	\$335.33
CON-SW-ISR4331K	Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$335.33	\$335.33
CON-SW-ISR4331K	Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	DIR-TSO-2542		1	\$335.33	\$335.33
CON-SW-C1N9PXEB	^Cisco ONE 2 Nexus 9372PX-E with 8 QSFP-40G-SR-BD	DIR-TSO-2542		1	\$0.00	\$0.00
CON-ECMU-N93SVCS	Nexus 9300 Network Services (ITD, IP Media Fabric)	DIR-TSO-2542		1	\$201.48	\$201.48
CON-ECMU-N93LAN	LAN Enterprise License for Nexus 9300 Platform	DIR-TSO-2542		1	\$460.54	\$460.54
CON-ECMU-N93LAN	LAN Enterprise License for Nexus 9300 Platform	DIR-TSO-2542		1	\$460.54	\$460.54
CON-ECMU-N93SVCS	Nexus 9300 Network Services (ITD, IP Media Fabric)	DIR-TSO-2542		1	\$201.48	\$201.48
CON-SW-C1N9KC9BU	^Cisco ONE Nexus 9372PX-E bundle PID	DIR-TSO-2542		1	\$495.07	\$495.07
CON-SW-C1N9KC9BU	^Cisco ONE Nexus 9372PX-E bundle PID	DIR-TSO-2542		1	\$495.07	\$495.07
DNA Renewals						
DNAC1-WAN-RENEW	DNAC1 Renewal ATO	DIR-TSO-2542		1	\$0.00	\$0.00
DNAC1E-OP-50M-2R	DNAC1 Essentials On-Prem 50M Term 2R - Renew Only	DIR-TSO-2542		1	\$0.00	\$0.00
DNAC1-WAN-RENEW	DNAC1 Renewal ATO	DIR-TSO-2542		1	\$0.00	\$0.00
DNAC1E-OP-50M-2R	DNAC1 Essentials On-Prem 50M Term 2R - Renew Only	DIR-TSO-2542		1	\$0.00	\$0.00
DNAC1-WAN-RENEW	DNAC1 Renewal ATO	DIR-TSO-2542		1	\$0.00	\$0.00
DNAC1E-OP-500M-2R	DNAC1 Essentials On-Prem 500M Term 2R - Renew Only	DIR-TSO-2542		1	\$0.00	\$0.00

DNAC1-WAN-RENEW	DNAC1 Renewal ATO	DIR-TSO-2542	1	\$0.00	\$0.00
DNAC1E-OP-500M-2R	DNAC1 Essentials On-Prem 500M Term 2R - Renew Only	DIR-TSO-2542	1	\$0.00	\$0.00
ISE License					
L-ISE-PLS-LIC=	Cisco ISE Plus License	DIR-TSO-4167	1,000	\$0.00	\$0.00

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Pr	
L-ISE-PLS-1Y-S4	Cisco ISE Plus License, 1Y, 10002499 Sessions \$4,900.00	DIR-TSO-4167		1,000	\$4.90		
						SubTotal	\$66,504.94
						Tax	\$0.00
						Total	\$66,504.94

Purchase Notes

- A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable.

Acceptance of Proposal

When (but only when) signed by buyer this shall be a binding, legal contract. The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Proposal is based upon the equipment included in the Proposal. Any changes in the equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties. DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BUYER (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS found at http://www.datavox.net/DataVox_Standard_Terms_and_Conditions.pdf . THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. Buyer

acknowledges having read and understood all of the terms and conditions printed above as well as those found in the online document at the web link above and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer.

(Printed Name)

(Signature)

(Date)



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u>
Requested By: <u>Ray Mayo, PW Director</u>
Department: <u>Public Works</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>Various 009 /</u>
Account Number:	<u>n/a</u>
Amount Budgeted:	<u>\$535,457</u>
Amount Requested:	<u>\$534,654.49</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: H-GAC and BuyBoard quotes
BuyBoard quotes for up-fitting equipment

SUMMARY

Competitive quotes were received through the Texas BuyBoard and H-GAC Cooperative Purchasing Programs for vehicles, golf course equipment, and up-fitting equipment for police vehicles eligible for replacement in the FY19–20 Vehicle Replacement Program.

There are two pickup trucks and one 3-yard dump truck being replaced with same-style equipment. There is one equipment upgrade for golf course equipment that is replacing two current units. Two rear-loader refuse trucks are replacing same-type vehicles. Police vehicle up-fitting equipment is for four SUV's and three sedans.

VENDOR	BUDGET ITEM	BUDGETED	BID	USER
Chastang Ford	F150 4dr, Gas, Pickup Truck	\$27,781.00	\$28,185.00	PD / CID
Chastang Ford	F350, Gas, Dump Truck	\$43,564.00	\$40,896.00	PARK MAINT
Chastang Ford	F250, 4dr, Gas, Pickup Truck	\$31,993.00	\$29,987.00	WATER DIST
Professional Turf Products	Pro Core 648 Greens Aerator*	\$31,286.00	\$30,642.28	GOLF
Rush Truck Center	2 EA. Hino/NewWay Rearloader	\$346,926.00	\$346,248.00	SOLID WASTE

Dana Safety Supply – division of Fleet Safety Equipment	Up-fitting Equipment (4 Patrol / 3 Admin)	\$53,907.00	\$58,696.21	PD / PATROL PD / ADMIN
	Total	\$535,457.00	\$534,654.49	

* Two smaller aerators being replaced with one larger unit.

Miscellaneous:

- a) The vehicles to be purchased with this agenda request will replace existing vehicles that are now at the end of their service lives, with funding from the Vehicle Replacement Fund.
- b) The budgeted amount listed in the table for the replacement vehicles represents the total funds deposited by each department through FY 2019 in the form of lease fees paid by the department over the lease term designated for each vehicle.
- c) The amounts listed in the table for vehicles/equipment are the funding amounts approved by Council for the FY 2019-20 budget for equipment replacement. Each division will pay lease fees over the life of the units to establish a funded amount for future replacements.
- d) The balance remaining (funded amount minus replacement costs) either remains in the divisional motor pool account to pre-fund a portion of the replacement vehicle or is sometimes utilized by the division for up-fitting equipment. (e.g. light bar, trailer hitch, patrol unit up-fitting).
- e) The Purchasing Division of the Finance Department has reviewed the recommendation for vehicle purchases and is in support of this recommendation. Pricing was checked on both Cooperative Purchasing Programs, HGAC and Buyboard.

RECOMMENDED MOTION

I move that the Council approve the purchases of:

- 1. Two pick-ups and one cab with dump body from Chastang Ford for \$99,068.00;**
- 2. One Turf Aerator from Professional Turf Products for \$30,642.28;**
- 3. Two Hino trucks with NewWay refuse beds from Rush Truck Center for 346,248.00; and**
- 4. Up-fitting equipment for seven police vehicles from Dana Safety Supply, Inc. for 58,696.21.**

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 22, 2019

Sent via Email to: darrin@fleetsafety.com

Darrin Hope
Fleet Safety Equipment
4809 Kroger Blvd
Greensboro NC 27409

Re: Public Safety & Firehouse Supplies & Equipment
BuyBoard Contract 524-17

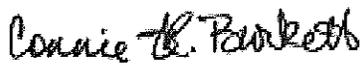
The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under **Public Safety & Firehouse Supplies & Equipment**, Contract **524-17**, for which the current term is set to expire **March 31, 2019**. At this time, we are renewing your contract through **March 31, 2020**. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,


Connie W Burkett, CTSBS
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

2 CHARGERS
(ADMIN)

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289242-A
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/19	GROUND	PPAY & ADD TO INVOICE		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO BUYBOARD 524-17 Warehouse: HOUS Vin #:	0.0000	0.00
1	1	N	INSTALL INSTALL DODGE CHARGER ADMIN X2 Warehouse: HOUS Vin #:	0.0000	0.00
2	2	Y	MISC CODE 3 SV770CH11 SUPERVISOR TS Warehouse: HOUS Vin #:	888.8100	1,777.62
2	2	Y	3492L6 CODE 3 XCEL 100-200W 12VDC SIREN-SWITCH W/HW MIC Warehouse: HOUS Vin #:	340.3400	680.68
2	2	Y	MISC CODE 3 C3100CH15 SPEAKER DODGE CHARGER 15-18 Warehouse: HOUS Vin #:	146.4300	292.86
4	4	Y	MISC CODE 3 2ESX2VS-RB ESSEX INTERIOR DUAL R/B Warehouse: HOUS Vin #:	182.1400	728.56
8	8	Y	ESX1RD-RB CODE 3 SINGLE HEAD TORUS R/B Warehouse: HOUS Vin #:	111.0500	888.40

Print Date	10/09/19
Print Time	11:42:47 AM
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Printed By: Chuck Geocaris

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289242-A
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
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 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

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 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/01/19	GROUND	PPAY & ADD TO INVOICE		NET 30
Entered By		Salesperson	Ordered By	Resale Number
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	INFO CONNECT FACTORY HLF AND TLF Warehouse: HOUS Vin #:	0.0000	0.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HOUS Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	150.0000	300.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: HOUS Vin #:	35.0000	35.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HOUS Vin #:	850.0000	1,700.00

Approved By: _____

Approve All Items & Quantities

Quote Good for 30 Days

Print Date	10/09/19
Print Time	11:42:47 AM
Page No.	2

Printed By: Chuck Geocaris

Subtotal	6,403.12
Freight	0.00
Order Total	6,403.12

SPECIAL CHARGER
(ADMIN CHIEF)

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289285-B
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
Telephone: 281.842.3116
E-mail:

Contact: Doug Ditrich
Telephone: 281.842.3116
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/19	GROUND	QUOTED FREIGHT		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO BUYBOARD 524-17 Warehouse: HOUS Vin #:	0.0000	0.00
1	1	N	INSTALL INSTALL DODGE CHARGER Chief Warehouse: HOUS Vin #:	0.0000	0.00
1	1	Y	MISC CODE 3 SV770CH11 SUPERVISOR TS Warehouse: HOUS Vin #:	888.8100	888.81
1	1	Y	WMFL6CC09 CODE 3 WINGMAN 3 FLEX LONG 6 TRS18 MULTI COLOR Warehouse: HOUS Vin #:	672.9400	672.94
4	4	Y	ULTMCRB CODE 3 12 LED, Mega Thin surface mount, red and blue Warehouse: HOUS Vin #:	77.6200	310.48
1	1	Y	MISC LUND CP-CGR25 CONSOLE Warehouse: HOUS Vin #: 2015-Newer Charger Package Includes: VH-CGR2415 Console, CGR-BPE Base Plate Extension, CHB-2EN Cupholder, PS3-MEDIA Power / Media Strip, MK-2CL Microphone Holder, HD-ARM-9 Armrest, PB-250 Pen Box with required fill & face plates	537.7100	537.71

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289285-B
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/19	GROUND	QUOTED FREIGHT		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	HB6PAK-RB CODE 3 6 PAK LED HIDE A BLAST RED/BLUE Warehouse: HOUS Vin #:	67.7800	135.56
1	1	Y	Z3 CODE3 200W REMOTE PROGRAMMABLE SIREN/SWITCH Warehouse: HOUS Vin #:	725.0900	725.09
2	2	Y	MISC CODE 3 C3100CH15 SPEAKER DODGE CHARGER 15-18 Warehouse: HOUS Vin #:	146.4300	292.86
2	2	N	INFO CONNECT FACTORY HLF AND TLF Warehouse: HOUS Vin #:	0.0000	0.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HOUS Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	150.0000	150.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: HOUS Vin #:	75.0000	75.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HOUS Vin #:	1,450.0000	1,450.00

Print Date	10/09/19
Print Time	11:36:27 AM
Page No.	2

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289285-B
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/01/19	GROUND	QUOTED FREIGHT		NET 30
Entered By		Salesperson	Ordered By	Resale Number
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		

Print Date	10/09/19
Print Time	11:36:27 AM
Page No.	3

Subtotal	5,238.45
Freight	0.00
Order Total	5,238.45

Printed By: Chuck Geocaris

4 TAHOES
(PATROL)

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289277-A
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
3001 N 23rd St
Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
3001 N 23rd St
Laporte, TX 77571

Contact: Doug Ditrich
Telephone: 281.842.3116
E-mail:

Contact: Doug Ditrich
Telephone: 281.842.3116
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/19	GROUND	QUOTED FREIGHT		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO BUYBOARD 524-17 Warehouse: HOUS Vin #:	0.0000	0.00
1	1	N	INSTALL INSTALL PATROL TAHOE X4 Warehouse: HOUS Vin #:	0.0000	0.00
4	4	Y	5165T-2L91 GORHINO PUSH BUMPER LIGHT READY TEXT Warehouse: HOUS Vin #:	320.0000	1,280.00
8	8	Y	MR6MC-BW CODE 3 MULTI DIRECTIONAL LED LIGHT HOOD OR FLUSH Warehouse: HOUS Vin #:	80.4600	643.68
8	8	Y	MR6MC-RW CODE 3 MR6 multicolor LED RED/WHITE Warehouse: HOUS Vin #: to be mounted in the bumper and to be used as scene lights when takedowns are used on the lightbar.	80.4600	643.68
4	4	Y	920-10TH CODE 3 PLUT IN HEADLIGHT FLASHER FOR 2018 TAHOE Warehouse: HOUS Vin #:	44.3100	177.24
4	4	Y	C3100U CODE 3 100W SPEAKER WITH UNIVERSAL BRACKET Warehouse: HOUS Vin #:	146.4300	585.72

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Printed By: Chuck Geocaris

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289277-A
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/19	GROUND	QUOTED FREIGHT		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	PT53 CODE 3 53" PURSUIT LIGHTBAR Warehouse: HOUS Vin #:	1,899.0000	7,596.00
4	4	Y	CONFIGURATION NUMBER- Z3 CODE3 200W REMOTE PROGRAMMABLE SIREN/SWITCH Warehouse: HOUS Vin #:	725.0900	2,900.36
4	4	Y	MR6MC-RW CODE 3 MR6 multicolor LED RED/WHITE Warehouse: HOUS Vin #:	80.4600	321.84
4	4	Y	to be mounted in the bumper and to be used as scene lights when takedowns are used on the lightbar. MR6MC-BW CODE 3 MULTI DIRECTIONAL LED LIGHT HOOD OR FLUSH Warehouse: HOUS Vin #:	80.4600	321.84
4	4	Y	LPBKT-TH15 CODE 3 LICENSE PLATE MOUNTING BRKT TAH 2015 Warehouse: HOUS Vin #:	17.0100	68.04
8	8	Y	ULTMCRB CODE 3 12 LED, Mega Thin surface mount, red and blue Warehouse: HOUS Vin #:	77.6200	620.96
4	4	Y	CP-TAH15-SC LUND 2015-Newer Tahoe PPV & SSV Package Includes: Warehouse: HOUS Vin #:	855.3300	3,421.32

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289277-A
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/19	GROUND	QUOTED FREIGHT		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	MK-2CL LUND MIC CLIP & BRACKET Warehouse: HOUS Vin #:	14.6600	58.64
4	4	Y	CG-X HAV CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: HOUS Vin #: INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a *****	75.0000	300.00
4	4	Y	MISC LUND UNVTAB3-MT-0 Universal Mount for Tablets features Warehouse: HOUS Vin #:	201.7600	807.04
4	4	Y	ARM-TELS LUND 9-13" TELESCOPING SLIDE ARM W/SWIVEL Warehouse: HOUS Vin #:	204.4400	817.76
4	4	Y	MISC LUND SECURETAB-MT Warehouse: HOUS Vin #:	144.0100	576.04
4	4	Y	LOFT-TAH16-EC LUND 2015+ TAHOE LOFT STORAGE 18.5"D X 42"W Warehouse: HOUS Vin #:	522.0000	2,088.00
4	4	Y	GOR-5704W GORHINO TAHOE SLIDING PARTITION Warehouse: HOUS Vin #:	370.7300	1,482.92

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289277-A
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/19	GROUND	QUOTED FREIGHT		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	GOR-570331 GORHINO TAHOE PARTITION MOUNT KIT Warehouse: HOUS Vin #:	113.8200	455.28
4	4	Y	GOR-5700CT3R GORHINO PARTITION RECESS PANEL & LEP Warehouse: HOUS Vin #:	135.6500	542.60
4	4	Y	5SUVTH1511 GOR MOLDED REAR PRISONER SEAT- CENTER BELT Warehouse: HOUS Vin #:	987.2000	3,948.80
4	4	Y	GOR-571333 GORHINO TAHOE WINDOW BARS Warehouse: HOUS Vin #:	153.2400	612.96
4	4	Y	5SUVTH1700-4 GOR, TAHOE DOOR PANEL KIT Warehouse: HOUS Vin #:	179.6800	718.72
4	4	Y	MISC OSD Graphics-LAPORTETAHOE Warehouse: HOUS Vin #:	1,350.0000	5,400.00
4	4	Y	GK10271UHKSSCAXL SMC SINGLE T-RAIL GUNLOCK W/UNIV LOCK XL & H/C KE O/R Warehouse: HOUS Vin #:	216.3000	865.20

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289277-A
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/01/19	GROUND	QUOTED FREIGHT		NET 30
Entered By		Salesperson	Ordered By	Resale Number
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: HOUS Vin #: Radio,Coban Video,Printer Radar,Tablet Keyboard	0.0000	0.00
4	4	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HOUS Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	150.0000	600.00
4	4	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HOUS Vin #: Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days	1,950.0000	7,800.00

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Subtotal	45,654.64
Freight	950.00
Order Total	46,604.64

1 TAHOE LPR

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	289289-B
Customer No.	LAPORTEPD

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/19	GROUND	PPAY & ADD TO INVOICE		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Chuck Geocaris		Chuck Geocaris-Houston	Doug Ditrich		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO install LPR System in Tahoe Buybaord 524-17 Warehouse: HOUS Vin #:	0.0000	0.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HOUS Vin #:	450.0000	450.00
<p>Approved By: _____</p> <p><input type="checkbox"/> Approve All Items & Quantities</p> <p>Quote Good for 30 Days</p>					

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Subtotal	450.00
Freight	0.00
Order Total	450.00

Printed By: Chuck Geocaris

56-49



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-18

Date Prepared:

10/7/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF LAPORTE	Contractor:	CHASTANG FORD
Contact Person:	DONNIE POPLASKI	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	POPLASKID@LAPORTETX.GOV	Email:	EMILLER@CHASTANGFRD.COM

Product Code:	AM18JC14	Description:	2020 FORD RESPONSE UNIT
---------------	----------	--------------	-------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 28985

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PACKAGE 101A	INCL		
3.3L V6	INCL		
6 SPEED AUTO	INCL		
FLEX FUEL	INCL		
CREW CAB	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal B: 0	

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		DISCOUNT	-800
		Subtotal From Additional Sheet(s):	
		Subtotal C: -800	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: -3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	28185	=	Subtotal D:	28185
-------------------	---	--------------------------	-------	---	-------------	-------

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F: 0	

Delivery Date: 16 WEEKS G. Total Purchase Price (D+E+F): 28185

80-96



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-18

Date Prepared:

10/7/2018

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency: CITY OF LAPORTE	Contractor: CHASTANG FORD
Contact Person: DONNIE POPLASKI	Prepared By: ED MILLER
Phone:	Phone: 713-678-5007
Fax:	Fax: 713-678-5001
Email: POPLASKID@LAPORTETX.GOB	Email: emiller@chastangford.com

Product Code: AM18JC04	Description: 2019 FORD RESPONSE UNIT
------------------------	--------------------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 39988

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.2L V8	INCL		
10 SPEED AUTMATIC	INCL		
SPARE TIRE/WHEEL	INCL		
TRAILER BRAKE CONTROLLER	INCL		
TRAILER TOW PKG	INCL		
RUGBY DUMP EQUIPMENT	INCL		
Subtotal From Additional Sheet(s):			
Subtotal B:			0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
UPGRADE TO F350	N/C	DISCOUNT	-92
Subtotal From Additional Sheet(s):			0
Subtotal C:			-92

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered: 1	X	Subtotal of A + B + C:	39896	=	Subtotal D:	39896
---------------------	---	------------------------	-------	---	-------------	-------

E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: 1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Subtotal F:			0

Delivery Date: 150-180 DAYS ARO **G. Total Purchase Price (D+E+F):** 40896

49-19, 49-58



Professional Turf Products, L.P.
 5520 Brittmoore
 Houston, Texas 77041
 Jim Norris
 (832) 566-2205
 norrisj@proturf.com



Ship To	Bay Forest Municipal Golf Course	Date:	9/17/2019
Bill To		Tax Rate	
Contact	Mike Caldwell	Destination	
Address	201 Bay Forest Dr., La Porte, TX 77571	Trade-In	
		Finance	
Phone	(281) 471 4653	Account Type	STD
Email	Caldwellm@laportetx.gov	QMS: ID	Standard
Comments:	Buy Board 529-17. Credit card payments not accepted.		

Proposal

Qty	Model #	Description	Unit	Extended
		Demo		
1	09200	ProCore 648		
3	09796	4 Tine 3/4 Inch Head Set		
24	108-9138	Titan Hollow 3/4 Inch (6.50 Inch X .460 Inch)		
2	120-1045	Guard-Turf, 4 Tine, Short		
1	120-1046	Guard-Turf, 4 Tine, Long		
		ProCore 648	\$	30,642.28 ✓

SubTotal	\$	30,642.28
Destination Tax (Estimated)	\$	-
TOTAL	\$	30,642.28 ✓

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.

72-06

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	10/7/2019
Contact for Vendor:	COLTON KRUSE	Phone	(830) 320-5219
End User:	City of La Porte		
End User Contact:	Donnie Poplaski	Phone/Fax	(281) 470-5114
Product Description:	Hino Refuse Truck (Line Item: 417)		

A: Base Price in Bid/Proposal Number: 521-16		Series: 338 \$ 60,480.00				
B: Published Options (Itemize Below)						
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION	AMOUNT
Hino	XL8	\$ 10,953.00		Hino	Dana Spicer D46-172 46K Lbs	\$ 9,060.00
Hino	Double Frame 120K PSI	\$ 1,470.00		Hino	Diff Lock & Controls	\$ 810.00
Hino	Hino A09, 9 Liter, 360 HP	\$ 2,740.00		Hino	Bridgestone Lug 11R22.5 M799 H Load Range	\$ 2,440.00
Hino	Dana Spicer SPL170	\$ 175.00		RTC-0051	21 Pt. Rush Care Inspection	\$ 1,236.00
Hino	Dana Spicer D Series D2000F	\$ 2,190.00		RTC-0053	Refuse Body Prep.	\$ 3,421.00
Hino	Hendrickson Tandem Axle Haulmax 46k	\$ 3,070.00		RTC-0114	Garbage Body	\$ 57,926.00
Subtotal Column 1:		\$ 20,598.00		Subtotal Column 2:		\$ 74,893.00
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 95,491.00	

C: Subtotal of A + B		\$ 155,971.00		
D: Non Published Options				
NewWay Cobra Magnum 25 Yd. with Options	\$ 18,204.00			
3rd Eye Camera System	\$ 2,880.00			
Subtotal Column 1:		\$ 21,084.00	Subtotal Column 2: \$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 21,084.00

E: Contract Price Adjustment (If any, explain here)		
Conquest Customer Discount		\$ (4,000.00)

F: Total of C + D +/- E \$ 173,055.00

G: Quantity ordered Units: 1.00 x F \$ 173,055.00

H: BUYBOARD Administrative Fee \$ -

I: Non-Equipment Charges & Credits (i.e.: Ext. Warranty, Trade-In, Delivery, etc.)				
Freight	\$ 69.00			
Engine & Aftertreatment 6/300,000 miles	Included			
				\$ 69.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 173,124.00

72-07

**TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD**

Vendor RUSH TRUCK CENTER Date Prepared 10/7/2019
 Contact for Vendor: COLTON KRUSE Phone (830) 320-5219
 End User: City of La Porte
 End User Contact: Donnie Poplaski Phone/Fax (281) 470-5114
 Product Description: Hino Refuse Truck (Line Item: 417)

A: Base Price in Bid/Proposal Number: 521-16			Series: 338 \$ 60,480.00		
B: Published Options(Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Hino	XL8	\$ 10,953.00	Hino	Dana Spicer D46-172 46K Lbs	\$ 9,060.00
Hino	Double Frame 120K PSI	\$ 1,470.00	Hino	Diff Lock & Controls	\$ 810.00
Hino	Hino A09, 9 Liter, 360 HP	\$ 2,740.00	Hino	Bridgestone Lug 11R22.5 M799 H Load Range	\$ 2,440.00
Hino	Dana Spicer SPL170	\$ 175.00	RTC-0051	21 Pt. Rush Care Inspecction	\$ 1,236.00
Hino	Dana Spicer D Series D2000F	\$ 2,190.00	RTC-0053	Refuse Body Prep.	\$ 3,421.00
Hino	Hendrickson Tandem Axle Haulmax 46k	\$ 3,070.00	RTC-0114	Garbage Body	\$ 57,926.00
Subtotal Column 1: \$ 20,598.00			Subtotal Column 2: \$ 74,893.00		
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")					\$ 95,491.00

C: Subtotal of A + B					\$ 155,971.00
D: Non Published Options					
NewWay Cobra Magnum 25 Yd. with Options	\$ 18,204.00				
3rd Eye Camera System	\$ 2,880.00				
Subtotal Column 1: \$ 21,084.00					Subtotal Column 2: \$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 21,084.00

E: Contract Price Adjustment (If any, explain here)
 Conquest Customer Discount \$ (4,000.00)

F: Total of C + D +/- E \$ 173,055.00

G: Quantity ordered Units: 1.00 x F \$ 173,055.00

H: BUYBOARD Administrative Fee \$ -

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
Freight	\$ 69.00				
Engine & Aftertreatment 6/300,000 miles	Included				
					\$ 69.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 173,124.00



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u> Requested By: <u>Lorenzo Wingate, City Engineer</u> Department: <u>Public Works</u> <input type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>015</u>
Account Number:	<u>015-7070-530-1100</u> \$750,000 (budgeted)
Amount Budgeted:	<u>\$721,260 (remaining)</u>
Amount Requested:	<u>015</u> <u>\$79,000</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Huitt-Zollars proposal

SUMMARY & RECOMMENDATION

The FY 2016-17 budget included an allocation from the La Porte Development Corporation of \$400,000 for the design and construction of a covered open-air pavilion, restroom facility, storage facility, and parking at Five Points. The pavilion and facilities will serve the area during recurring events such as Movie in the Park, Main Street Trade Days, and other outdoor programming. The Director of Parks and Recreation has identified the following as potential programming for the Five Points area:

- Shop La Porte – vendors at Five Points in conjunction with Main Street Trade Days during National Shop Small month (November)
- Back to School Bash – movie, possible school supply handout (work with civic and non-profit organizations that already do this type of event), vendors, activities, etc.
- Table Reservations – put picnic tables under the pavilion and do something similar to what is being done at Seabreeze Park, where residents can reserve tables (for a fee, if applicable) for events
- Programming – senior picnic, goat yoga, classes, etc.
- If City Council decided to invest in a splash pad at this location, there could be a decrease in the opportunities for further programming based on splash pad usage.
- Any added programming will require Parks and Recreation Department to budget additional funding for those added programs and staffing.
- The attached exhibit shows current events and activities, as well as proposed events and activities at Five Points Plaza.

Staff presented a proposal for design phase services at the March 26, 2018, City Council meeting, which the City Council denied and then directed staff to utilize the design-build procurement method to complete the project. At the May 13, 2019, City Council meeting, staff

presented a proposal to complete the project using the design-build procurement method, which City Council rejected and directed staff to bring a new proposal for design.

After conferring with staff regarding the project scope, Huitt-Zollars submitted a proposal in the amount of \$28,740 to provide preliminary design phase services, including the provision of a proposed site plan, building floor plan, exterior 3D views, and a detailed probable construction cost estimate. Huitt-Zollars was authorized to proceed with preliminary design efforts on June 19, 2019.

The FY 2019-20 budget includes an allocation of \$350,000 from the La Porte Development Corporation to supplement the \$400,000 allocated to the Five Points Plaza Project within the approved FY 2016-17 budget. At the August 26, 2019, meeting, City Council reviewed three conceptual plans presented by Huitt-Zollars and directed staff to proceed with the next phase(s) of the project utilizing the budgeted funds.

ACTION REQUIRED BY COUNCIL

I move to authorize the City Manager to execute a professional services agreement with Huitt-Zollars Inc. to provide final design, bidding, and construction phase services for the Five Points Plaza Project, in the amount of \$79,000.00.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

October 1, 2019

Lorenzo Wingate
City Engineer
City of La Porte
2963 N 23rd Street
La Porte, Texas 77571

Reference: Five Points Plaza

Subject: Proposal for Professional Services for Final Design, Bidding and Construction Administration

Dear Mr. Wingate,

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide professional services to the City of La Porte (City) for the final design, bidding and construction administration for an open air pavilion, restroom facility (mens and womens), parking and storage space for the City's Five Points Plaza located within the Main Street District Overlay in La Porte, Texas (Project). Our proposal is based upon the following scope of services, compensation rates, schedule, and terms & conditions.

SCOPE OF SERVICES:

1.0 Basic Services:

1.1 Design Phase

- 1.1.1 Based on the City-Approved Conceptual Report prepared by Huitt-Zollars, Huitt-Zollars shall prepare and submit 50% Design Documents to the City for review. The 50% Design Documents shall include:
 - a. Site Plan depicting access and egress, building location, parking areas, etc.
 - b. Paving and Grading plan
 - c. Drainage plan
 - d. Utilities Plan
 - e. Landscape Plan
 - f. Building Floor Plan(s) and Exterior Elevations
 - g. Table of contents for Project Manual and Technical Specifications
 - h. Probable Construction Cost
 - i. Participate in Design Review conference to address City comments
- 1.1.2 90% Design - Based on City-approved 50% Design Documents, Huitt-Zollars shall prepare and submit to the City for review 90% Design Documents that establish the scope, relationship, forms, size and appearance of the Project. Huitt-Zollars shall drawings and project manual that include:
 - a. Floor plans, exterior elevations, building sections
 - b. Interior elevations
 - c. Structural layouts
 - d. Mechanical, Electrical and Plumbing layouts
 - e. Site plan showing locations of utilities, drainage improvements, and paved areas
 - f. Technical specifications.
 - g. Updated statement of probable construction cost.
 - h. Participate in design review conference to address City comments
- 1.1.3 100% Bid Ready Construction Documents - Based on City-approved 90% Design Documents, Huitt-Zollars shall:

- a. Prepare 100% signed and sealed construction contract documents (plans and specifications) that set forth in detail the requirements for the construction of the project. The drawings and specifications shall establish in detail the quality levels of material and construction of the Project.
- b. Prepare a Stormwater Pollution Prevention Plan in accordance with applicable regulations.
- c. Inform City of any adjustments to previous opinion of probable construction cost.
- d. Submit approved construction documents to Texas Department of Licensing and Regulation (TDLR) for ADA Accessibility Review. Huitt-Zollars will review comments received from ADA review and modify drawings as necessary.
- e. Assist with filing documents required for the approval of governmental authorities having jurisdiction over the project. Any fees associated with governmental reviews shall be reimbursable expenses.
- f. Furnish to City one (1) reproducible copy and a compact disk with electronic copy of approved plans, specifications and project manual signed and sealed by licensed professionals in the State of Texas.

1.2 Bid Phase - After acceptance by the City of the 100% Final Bid Ready Design Documents and the most recent opinion of probable Construction Cost, Huitt-Zollars shall:

- 1.2.1 Assist City with distribution of Bid Documents through CivCast.
- 1.2.2 Attend pre-bid meeting.
- 1.2.3 Issue Addenda as appropriate to clarify the Bid documents.
- 1.2.4 Attend the proposal opening, assist City with evaluation of bids, prepare the bid tabulation sheets, and prepare a recommendation of contract award letter.
- 1.2.5 Assist City in assembling the contracts for construction of the Project.

1.3 Construction Phase - Upon successful completion of the Bid Phase, Huitt-Zollars shall:

- 1.3.1 Conduct Pre-Construction Conference.
- 1.3.2 Make periodic observations of the work in progress (as distinguished from providing a full-time Project Representative) and provide appropriate reports to the City.
- 1.3.3 Respond to Requests for Information (RFIs) from the Construction Contractor.
- 1.3.4 Provide consultation and advice to the City during construction.
- 1.3.5 Make a Substantial Completion Inspection and a Final inspection of the completed Project with the City.
- 1.3.6 Prepare Record Drawings. Record Drawings shall be based upon the marked-up "as-built" drawings, addenda, change orders and other data furnished by the Construction Contractor.

1.4 Topographic Surveying Services - Huitt-Zollars will update and supplement a City-provided topographic survey for use during design of the Project.

1.5 Geotechnical Investigation and Engineering - Huitt-Zollars shall conduct a geotechnical investigation of project site and make recommendations related to foundations and pavement. The geotechnical investigation, including subsurface exploration, laboratory testing, and engineering analyses, will address and provide design recommendations for the building foundation, floor slab, pavement, subgrade stabilization, excavation stability and dewatering for construction of sewers and water lines, utility trenching, shoring requirements and general earthwork including pipe bedding and backfill considerations. Associated services and design recommendations shall be in accordance with the latest edition of applicable Codes and Testing Standards.

2.0 Additional Services:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately to the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

- A. Environmental Engineering Services
- B. Traffic Engineering Services
- C. Boundary Surveys and Platting services
- D. Performing due diligence to determine accuracy of information provided by the City.
- E. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
- F. Fees associated with Agency Reviews, Plats, Recordation, Tax Certificates, Title Commitments, Private Utility Information, ADA, Permitting and/or Inspections
- G. Any other service not otherwise included in the Basic Services

3.0 City Provided Services:

The City shall provide Huitt-Zollars with the following:

- A. Access to the Project Site
- B. Any Available Reports
- C. City shall provide the requisite review of all Construction Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit to ensure compliance with Construction Contract Documents.

COMPENSATION:

Our lump sum fees for the Basic Services are as follows:

Design Phase	\$50,000.00 (lump sum)
Bid Phase	\$ 5,000.00 (lump sum)
Construction Administration	\$11,000.00 (lump sum)
Survey	\$ 5,000.00 (lump sum)
Geotechnical Investigation	\$ 3,000.00 (lump sum)
Total for Basic Services	\$74,000.00 (lump sum)

Reimbursable Expenses (Reproductions, mileage, etc.) is estimated at \$5,000.00.

Total estimate budget is \$79,000.00.

SCHEDULE:

We anticipate completion of the Design Phase Services within ninety (90) calendar days from receipt of notice to proceed.

TERMS & CONDITIONS

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this AGREEMENT for services shall be authorization by the City for Huitt-Zollars, Inc. to proceed with the work.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

Construction cost estimates provided by Huitt-Zollars are prepared from experience and judgment. Huitt-Zollars has no control over market conditions or construction procedures and does not warrant that

proposals, bids, or actual construction costs will not vary from Huitt-Zollars estimates.

3. STANDARD OF CARE

Services performed by Huitt-Zollars under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

4. TAXES

All taxes, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the City in addition to fees.

5. BILLING AND PAYMENT

The City, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay Huitt-Zollars for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Huitt-Zollars on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the City objects to all or any portion of an invoice, the City shall so notify Huitt-Zollars in writing within ten (10) calendar days of receipt of the invoice in question. Huitt-Zollars shall then revise invoice to reflect only the non-disputed items and resubmit for payment by the City.

The City shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Huitt-Zollars more than forty-five (45) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of City. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If City, for any reason, fails to pay an invoice or the undisputed portion of a Huitt-Zollars invoice within sixty (60) calendar days of invoice date, Huitt-Zollars will notify the City by registered mail that Huitt-Zollars shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the City shall waive any claim against Huitt-Zollars, and shall defend and indemnify Huitt-Zollars from and against any claims for injury or loss stemming from Huitt-Zollars' cessation of service.

In the event any invoice or portion thereof is disputed by City, City shall notify Huitt-Zollars within ten (10) calendar days of receipt of the bill in question, and City and Huitt-Zollars shall work together to resolve the matter within forty-five (45) days of its being called to Huitt-Zollars' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT by providing a termination notice in accordance with Section 7 of this AGREEMENT.

6. CONSEQUENTIAL DAMAGES

The City shall not be liable to Huitt-Zollars and Huitt-Zollars shall not be liable to the City for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the City or Huitt-Zollars, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

7. TERMINATION

In the event termination becomes necessary, the party (City or Huitt-Zollars) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the City shall within thirty (30) calendar days of termination remunerate Huitt-Zollars for services rendered and costs incurred up to the effective time of termination, in accordance with Huitt-Zollars' prevailing Fee Schedule and Expense Reimbursement Policy.

8. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the City.

9. GOVERNING LAW

The laws of the State of Texas will govern the validity of this AGREEMENT, its interpretation and performance. Any litigation arising in any way from this AGREEMENT shall be brought to the courts of that State.

10. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that Huitt-Zollars' scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event Huitt-Zollars or any other party encounters any hazardous or toxic materials, or should it become known to Huitt-Zollars that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Huitt-Zollars' services, Huitt-Zollars may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the City retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

11. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this AGREEMENT, Huitt-Zollars shall visit the site at intervals agreed to in writing by the City and Huitt-Zollars, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow Huitt-Zollars to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, Huitt-Zollars shall keep the City informed about the progress of the Work and shall advise the City about observed deficiencies in the Work.

If the City desires more extensive project observation or fulltime project representation, the City shall request that such services be provided by Huitt-Zollars as Additional Services in accordance with the terms of this AGREEMENT. Huitt-Zollars shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

Huitt-Zollars shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Huitt-Zollars does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

12. JOBSITE SAFETY

Neither the professional activities of Huitt-Zollars, nor the presence of Huitt-Zollars or its employees and subconsultants at a construction/project site, shall impose any duty on Huitt-Zollars, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods,

sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Huitt-Zollars and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The City agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the City's contract with the Contractor.

The City also agrees that the Contractor shall defend and indemnify the City, Huitt-Zollars and Huitt-Zollars' subconsultants. The City also agrees that the City, Huitt-Zollars and Huitt-Zollars' subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance. The City shall furnish to Huitt-Zollars certificates of insurance from the Contractor evidencing the required coverage specified above. The certificates shall include a provision that Huitt-Zollars shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage.

13. RIGHT TO RELY ON CITY-PROVIDED INFORMATION

Information provided to Huitt-Zollars by the City is accurate to the best knowledge of the City. Huitt-Zollars may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City or any of its other consultants (collectively the City) to Huitt-Zollars pursuant to this Agreement. Huitt-Zollars may request additional services by authorized by the City if due diligence services are required of Huitt-Zollars to determine the accuracy of information provided by the City.

14. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Huitt-Zollars as instruments of service shall remain the property of Huitt-Zollars. Huitt-Zollars shall retain all common law, statutory and other reserved rights, including the copyright thereto. The City shall be provided copies of the instruments of service and allowed to utilize instruments of service outside of this Agreement upon written mutual agreement with Huitt-Zollars.

15. SEVERABILITY

Any term or provision of this AGREEMENT found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this AGREEMENT shall remain in full force and effect.

16. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by Huitt-Zollars as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

17. DISPUTE RESOLUTION

17.1 Huitt-Zollars will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder, Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work in respect of changes in the Contract Price or Contract Times will be referred initially to Huitt-Zollars in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute, or other matter will be delivered by the claimant to the other party of the Agreement promptly (but in no event later than thirty [30] days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to Huitt-Zollars and the other party within forty-five (45) days after start of such occurrence or event unless Huitt-Zollars allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other

matter. The opposing party shall submit any response to Huitt-Zollars and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless Huitt-Zollars allows additional time). Huitt-Zollars will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The Huitt-Zollars' rendering of a formal decision shall be a condition precedent to further dispute resolution actions.

The General process for dispute resolution shall be:

- Huitt-Zollars renders a decision
- Senior representatives meet to resolve further dispute
- Mediation

17.2 CONFERENCE BETWEEN SENIOR REPRESENTATIVES:

Subsequent to the decision by the Huitt-Zollars, the disputing party shall give the other party written notice of appeal of the dispute including the Huitt-Zollars. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive officers who will represent that party. The executive officers shall meet at a mutually acceptable time and place within twenty (20) days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

17.3 MEDIATION

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the Senior Representatives, the parties agree to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation currently in effect. The request may be made concurrently with the filing of a demand for litigation, but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

For any controversy or claim to mediation under the terms of this contract in which no party's total disclosed claim or counter-claim exceeds \$75,000, exclusive of interest, the parties shall participate in mediation under the Fast Track Procedures as set forth in the Construction Industry Mediation Rules of the American Arbitration Association.

Where no party's claim exceeds \$10,000, exclusive of interest, and in other cases where the parties agree, the dispute shall be resolved by submission of documents, as provided for in Rule F-9 of the Fast Track Procedures of the Construction Industry Mediations Rules of the American Arbitration Association.

17.4 LIMITATION ON CONSOLIDATION OR JOINDER:

No mediation shall include, by consolidation or joinder or any other manner, parties other than the City, Contractor and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in mediation. No person or entity other than the City or Contractor shall be included as an original third party or additional third party to a mediation whose interest or responsibility is insubstantial. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of a Claim not described therein or with a person or entity not described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

17.5 CLAIMS AND TIMELY ASSERTION OF CLAIMS:

The party filing a notice to demand for mediation must assert in the demand all Claims then known to that party on which mediation is permitted to be demanded.

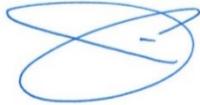
17.6 NON-JURY TRIAL:

Any claims disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth above shall be resolved through litigation. The parties stipulate that venue for any such proceedings shall be in the district courts Harris County, Texas. In the event the parties are forced to litigate their disputes, owner and contractor agree to each waive their right to a trial by jury and further agree that the judge shall be the sole finder of fact and rule on the law of the case, without a jury.

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign below and return a copy of this Agreement to us. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call.

Sincerely,
HUITT-ZOLLARS, INC.



Christopher Casey, AIA, LEED AP
Vice President



Gregory R. Wine, P.E., LEED AP
Senior Vice President

**Accepted and Approved for
City of La Porte, Texas**

(Signature)

(Name)

(Title)

(Date)

Attachments: Hourly Rate Sheet
Level of Effort Breakdown

HUITT-ZOLLARS

Houston

2019

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 250.00
Design Principal	\$ 230.00
Sr. Project Manager	\$ 225.00
QA Manager	\$ 230.00
Project Manager	\$ 200.00
Sr. Civil Engineer	\$ 190.00
Sr. Structural Engineer	\$ 200.00
Sr. Mechanical Engineer	\$ 180.00
Sr. Electrical Engineer	\$ 185.00
Civil Engineer	\$ 185.00
Structural Engineer	\$ 185.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 160.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 130.00
Sr. Architect	\$ 195.00
Architect	\$ 160.00
Architect Intern 1	\$ 100.00
Architect Intern 2	\$ 120.00
Architect Intern 3	\$ 150.00
Sr. Landscape Architect	\$ 175.00
Landscape Architect	\$ 135.00
Landscape Architect Intern	\$ 100.00
Sr. Planner	\$ 250.00
Planner	\$ 160.00
Planner Intern	\$ 100.00
Sr. Designer	\$ 155.00
Designer	\$ 130.00
Sr. CADD Technician	\$ 135.00
CADD Technician	\$ 95.00

Interior Design

Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 120.00
Interior Designer Intern	\$ 90.00

Survey

Survey Manager	\$ 165.00
Sr. Project Surveyor	\$ 155.00
Project Surveyor	\$ 135.00
Survey Technician	\$ 130.00
Surveyor Intern	\$ 110.00

Survey Crews

1-Person Survey Crew	\$ 100.00
2-Person Survey Crew	\$ 145.00
3-Person Survey Crew	\$ 175.00

Construction

Construction Manager	\$ 185.00
Resident Engineer	\$ 175.00
Sr. Project Representative	\$ 130.00
Resident Project Representative	\$ 100.00

Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 75.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

HUITT-ZOLIARS
PROJECT BUDGET WORKSHEET - Houston 2019

Client: City of La Porte
Project Name: Five Points Plaza - Design - Bidding - CA
Contract No.:
Project No.:

Date: 10/1/2019
Project Number: #VALUE!
Project Template:
Labor Code Schedule: HO19

Phase Number		RMB									
Phase Description		Design Phase	Bidding	CA	Survey	Geotech	Reimbursable Expenses				
Task Number											
Task Description											
Phase/Task Manager											
Lump Sum or Hourly											
Labor Code	Labor Classification	Hourly Rate	Column Total \$ 50,000.00	Column Total \$ 5,000.00	Column Total \$ 11,000.00	Column Total \$ 5,000.00	Column Total \$ 3,000.00	Column Total \$ -	Column Total \$ 5,000.00	TOTAL HOURS	TOTAL BUDGET
PIC	Principal-In-Charge	\$ 250.00								0	\$ -
DPX	Design Principal	\$ 230.00								0	\$ -
SPM	Sr. Project Manager	\$ 225.00	12	16	16					44	\$ 9,900.00
PMX	Project Manager	\$ 200.00								0	\$ -
QAM	QA Manager	\$ 230.00								0	\$ -
SCE	Sr. Civil Engineer	\$ 190.00								0	\$ -
CEX	Civil Engineer	\$ 185.00	24		8					32	\$ 5,920.00
EIT	Engineer Intern	\$ 130.00	124							124	\$ 16,120.00
SSE	Sr. Structural Engineer	\$ 200.00								0	\$ -
STE	Structural Engineer	\$ 185.00	24		2					26	\$ 4,810.00
SME	Sr. Mechanical Engineer	\$ 180.00								0	\$ -
MEX	Mechanical Engineer	\$ 165.00	16		2					18	\$ 2,970.00
SEE	Sr. Electrical Engineer	\$ 185.00								0	\$ -
SEX	Electrical Engineer	\$ 160.00	20		2					22	\$ 3,520.00
PEX	Plumbing Engineer	\$ 150.00	16		2					18	\$ 2,700.00
SAX	Sr. Architect	\$ 195.00	16		4					20	\$ 3,900.00
AXX	Architect	\$ 160.00								0	\$ -
AI1	Architect Intern 1	\$ 100.00								0	\$ -
AI2	Architect Intern 2	\$ 120.00	80	2	20					102	\$ 12,240.00
SMX	Survey Manager	\$ 165.00				3				3	\$ 495.00
SPS	Sr. Project Surveyor	\$ 155.00				6				6	\$ 930.00
PSX	Project Surveyor	\$ 135.00								0	\$ -
SIX	Surveyor Intern	\$ 110.00								0	\$ -
STX	Survey Technician	\$ 130.00				16				16	\$ 2,080.00
SC1	1-Person Survey Crew	\$ 100.00								0	\$ -
SC2	2-Person Survey Crew	\$ 145.00				10				10	\$ 1,450.00
SM2	2-Person Survey Member	\$ -								0	\$ -
PRO	Project Support	\$ 75.00	17	15	16					48	\$ 3,600.00
Total Manhours per Phase/Task			349	33	72	35	0	0		489	
HZ Labor per Phase/Task			\$ 49,935.00	\$ 4,965.00	\$ 10,780.00	\$ 4,955.00	\$ -	\$ -		HZ Labor	\$ 70,635.00
Direct Expenses (Distribute among Phases/Tasks as applicable)			\$ 65.00	\$ 35.00	\$ 220.00	\$ 45.00	\$ -	\$ -		Direct Expenses	\$ 365.00
Direct Consultants (Distribute among Phases/Tasks as applicable)			\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -		Direct Consultants	\$ 3,000.00
RMB Expenses								\$ 5,000.00		RMB Expenses	\$ 5,000.00
RMB Consultants (Distribute among Phases/Tasks as applicable)							\$ -	\$ -		RMB Consultants	\$ -
Total Fee per Phase/Task			\$ 50,000.00	\$ 5,000.00	\$ 11,000.00	\$ 5,000.00	\$ 3,000.00	\$ -	\$ 5,000.00	CONTRACT SUM	\$ 79,000.00



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u>
Requested By: <u>Ian Clowes, City Planner</u>
Department: <u>Planning & Development</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance

Appropriation	
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:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Ordinance 2019-3763
P & Z letter of recommendation
Existing Land Use Map
Proposed Land Use Map

SUMMARY

This item is a request for consideration to amend the City's Future Land Use Plan (FLUP) in conjunction with a request by Francisco and Ileana Saucedo, applicant and owner, who is seeking approval of a Zone Change from the General Commercial (GC) zoning district to the Low Density Residential (R-1) zoning district. The proposed zone change would allow for the construction of a single family home on the site. The property in question is located at the northeast corner of N 1st St. and Tyler St., and legally described as Lots 13-16, Block 85, Town of La Porte.

The City's Future Land Use Plan (FLUP) identifies this property as "Commercial" land use. In order to accommodate the proposed development, the FLUP would need to be amended to allow for "Low Density Residential" use.

The Planning and Zoning Commission, at their September 19, 2019, regular meeting, voted 7-0 to recommend approval of the proposed Future Land Use Amendment.

RECOMMENDED MOTION

I move that the Council adopt Ordinance 2019-3763, amending the City's Future Land Use Plan for a 0.29-acre tract of land located at the northeast corner of N 1st St. and Tyler St., and legally described as Lots 13-16, Block 85, Town of La Porte.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2019-3763

AN ORDINANCE ADOPTING AN UPDATE TO THE FUTURE LAND USE MAP COMPONENT OF THE COMPREHENSIVE PLAN OF THE CITY OF LA PORTE, TEXAS UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 211.004 of the Texas Local Government Code provides that zoning regulations must be adopted in accordance with a Comprehensive Plan;

WHEREAS, Section 213.003 of the Texas Local Government Code provides that a municipality may amend a Comprehensive Plan by ordinance, after public hearing and review by the municipality's planning commission or department; and

WHEREAS, Section 213.003 of the Texas Local Government Code also provides that a municipality may establish, in its charter or by ordinance, procedures for adopting and amending a Comprehensive Plan; and

WHEREAS, Chapter 106, "Zoning" Article I, Section 106-3, and Article II, Section 106-65 of the Code of Ordinances of the City of La Porte, delegates to the Planning and Zoning Commission the duty to review and make recommendations relevant to modifications of the Comprehensive Plan and Zoning Ordinance; and

WHEREAS, the City of La Porte has a Comprehensive Plan, which Plan was adopted by the City Council of the City of La Porte, Texas in 1986, and which Plan has been the subject of multiple amendments since its adoption;

WHEREAS, pursuant to mandate of Chapter 106, "Zoning" of the Code of Ordinances of the City of La Porte, the Planning and Zoning Commission of the City of La Porte has reviewed all elements of the Comprehensive Plan, and as duly approved by the City Council of the City of La Porte, to consider possible amendments thereto; and

WHEREAS, at the La Porte Planning and Zoning Commission meeting which occurred on September 19, 2019, the La Porte Planning and Zoning Commission reviewed the Future Land Use Map component of the Comprehensive Plan for the purpose of considering proposed amendments thereto, to change the designation for that 0.29 acre tract of land generally located at the northeast corner of N. 1st St. and Tyler St., and legally described as follows: Lots 13-16, Block 85, Town of La Porte, Harris County, Texas, from its present designation of "Commercial" to "Low Density Residential", and at the conclusion of such review the La Porte Planning and Zoning Commission voted to recommend to the La Porte City Council such amendments be made to the Future Land Use Map component of the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED BY

THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, THAT:

Section 1 That an amendment to the Future Land Use Map component of the Comprehensive Plan of the City of La Porte, Texas, which is incorporated to this ordinance by reference herein and attached hereto as Exhibit A, be and is hereby authorized, approved, and adopted by the City Council of the City of La Porte, Texas, after duly noticed public hearing held at its October 28, 2019 meeting, pursuant to the recommendations of the Planning and Zoning Commission of the City of La Porte, Texas.

Section 2 The City Secretary of the City of La Porte or her designated representative shall be required to make this amendment to the Comprehensive Plan available to the public and duly mark and note the updated reference on the Future Land Use Map component of the Comprehensive Plan of the City of La Porte, Texas.

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

The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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

Passed and approved this the 28th day of OCTOBER 2019.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Lee Woodward, City Secretary

APPROVED:

Clark Askins, Assistant City Attorney



September 20, 2019

Honorable Mayor Rigby and City Council
City of La Porte

RE: Request #19-92000005 to Amend the Future Land Use Map

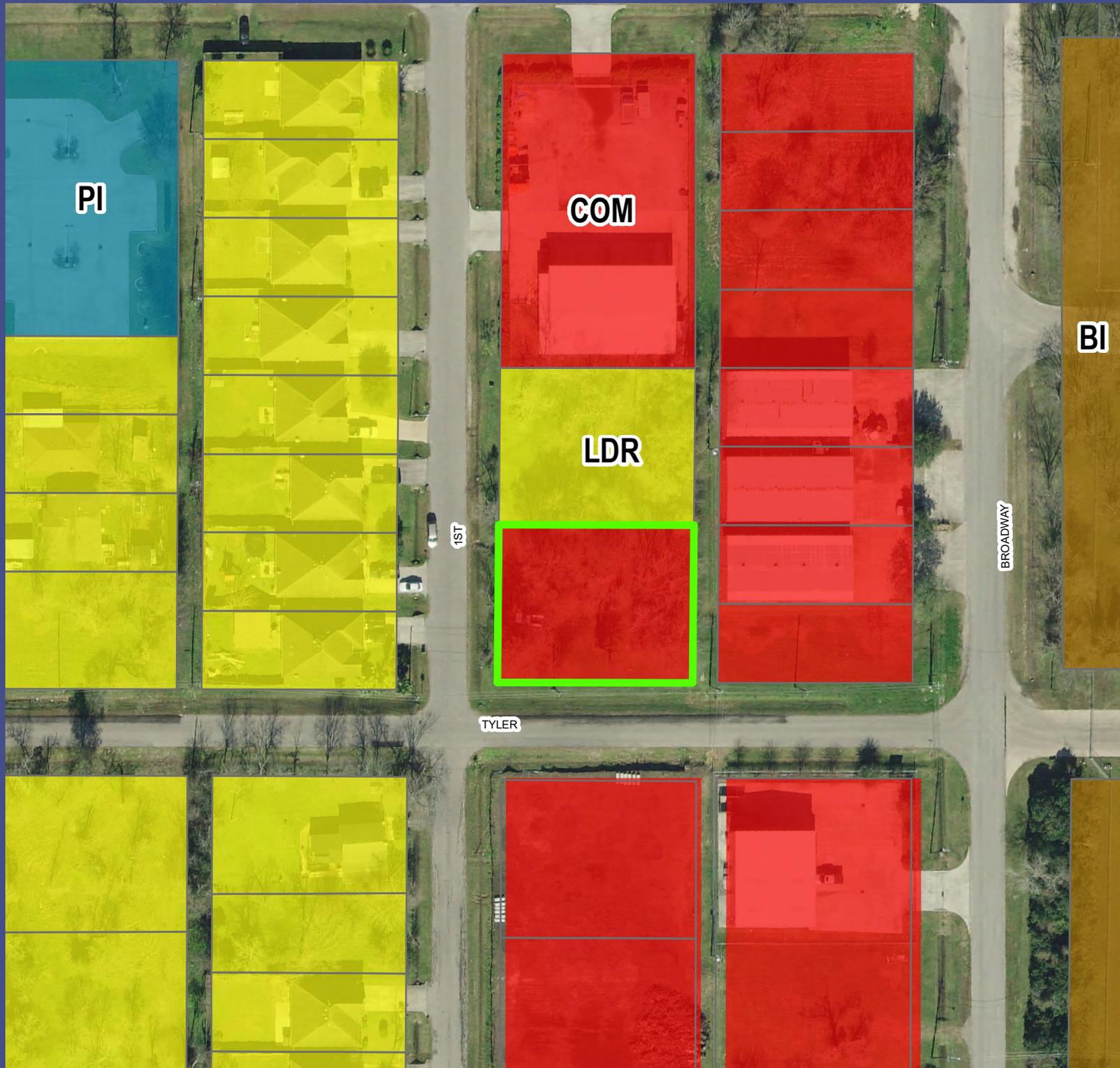
Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a meeting on September 19, 2019 on a request to amend the City's Future Land Use Plan as adopted in the Comprehensive Plan for a 0.29 acre tract of land located at the northeast corner of N 1st St. and Tyler St., and legally described as Lots 13-16, Block 85, Town of La Porte. The request was for approval of a change of the future land use designation from "Commercial" to "Low Density Residential" use.

The Commission voted 7-0 to recommend approval of the proposed amendments to the City's Future Land Use Map.

Respectfully submitted,

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



CURRENT LAND USE MAP

**Zone Change
#19-92000005**

**NE Corner
N. 1st @ Tyler.**

Legend

 Subject Parcel

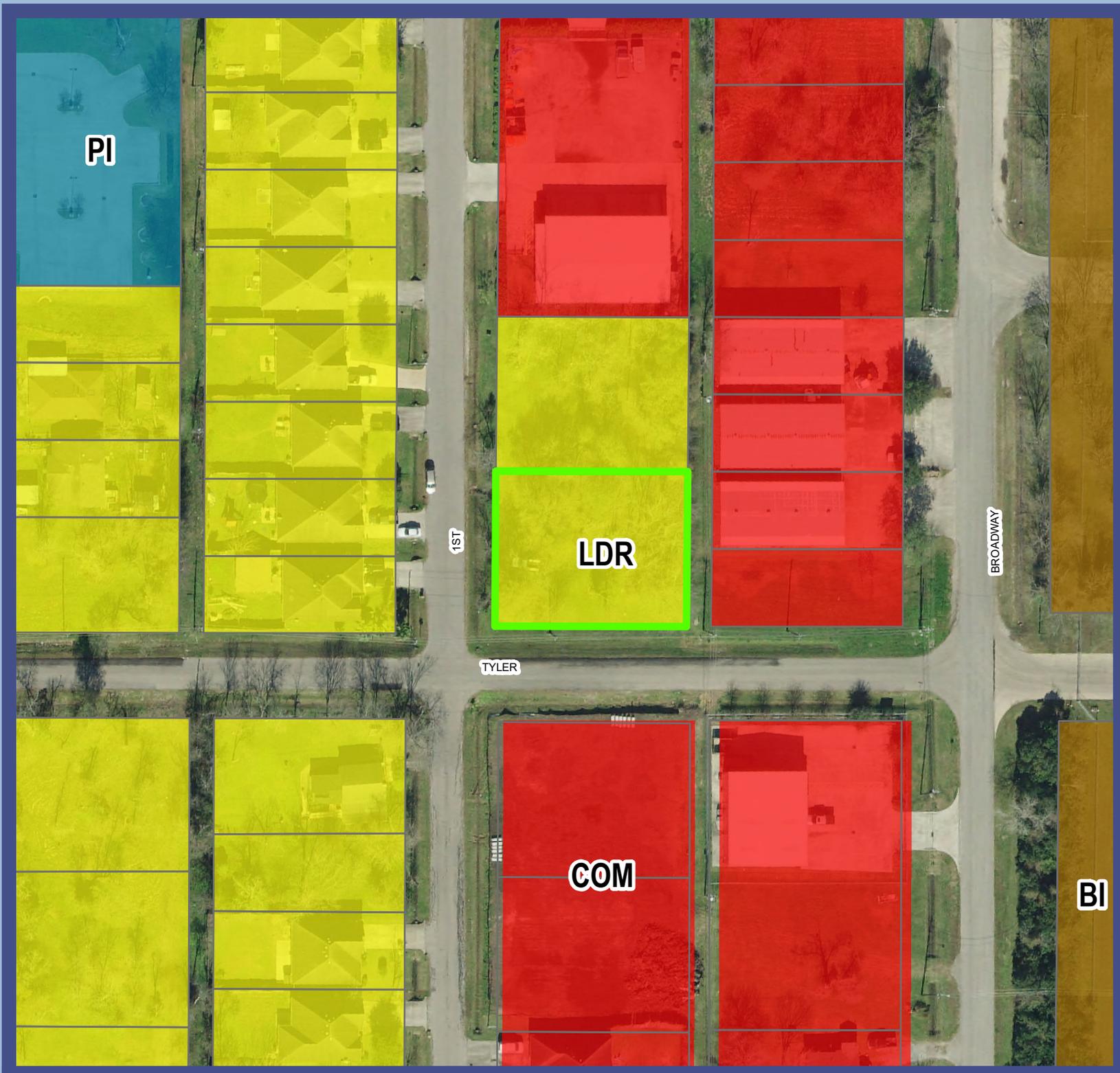


This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 86 feet



**OCTOBER 2019
PLANNING DEPARTMENT**



PROPOSED LAND USE MAP

**Zone Change
#19-92000005**

**NE Corner
N. 1st @ Tyler.**

Legend

 Subject Parcel



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1 inch = 86 feet



**OCTOBER 2019
PLANNING DEPARTMENT**



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u>
Requested By: <u>Ian Clowes, City Planner</u>
Department: <u>Planning & Development</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance

Appropriation	
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:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: **Ordinance 2019-3764**
 P & Z letter of recommendation
 Aerial map
 Zoning map
 Future Land Use Map
 Applicant information

SUMMARY

Francisco and Ileana Saucedo, applicant and owner, seek approval of a Zone Change from the General Commercial (GC) zoning district to the Low Density Residential (R-1) zoning district. The subject property is located at the northeast corner of N 1st St. and Tyler St., and legally described as Lots 13-16, Block 85, Town of La Porte.

The property is currently undeveloped. The applicant would like to change the zoning to R-1 to allow for the construction of a single family home on the 0.29-acre tract of land. An identical zone change request for the property immediately to the north was approved by the City Council on June 25, 2018.

Staff mailed 18 public notice to property owners located within 200 feet of the subject property. Staff did not receive any returned comment sheets for the proposed zone change.

The Planning and Zoning Commission, at their September 19, 2019, regular meeting, voted 7-0 to recommend approval of the proposed Zone Change.

RECOMMENDED MOTION

I move that the Council adopt Ordinance 2019-3764 for zone change request #19-92000005, for a 0.29-acre tract of land located at the northeast corner of N 1st St. and Tyler St., and legally described as Lots 13-16, Block 85, Town of La Porte.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2019-3764

AN ORDINANCE AMENDING CHAPTER 106 “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, BY CHANGING THE ZONING CLASSIFICATION OF A 0.29 ACRE TRACT OF LAND LOCATED AT THE NORTHEAST CORNER OF N 1ST ST. AND TYLER ST., AND LEGALLY DESCRIBED AS LOTS 13-16, BLOCK 85, TOWN OF LA PORTE, FROM GENERAL COMMERCIAL (GC) TO LOW DENSITY RESIDENTIAL (R-1); 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 changing the zoning classification of the following described property, to wit: a 0.29 acre tract of land located at the northeast corner of N 1st St. and Tyler St., and legally described as Lots 13-16, Block 85, Town of La Porte, Harris County, Texas, from General Commercial (GC) to Low Density Residential (R-1).

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 in compliance with code provisions.

Section 6. It is directed that the Official Zoning Map of the City of La Porte, Texas be changed to reflect the zoning classification established by this ordinance

Section 7. 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

Map and 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 8. This ordinance shall be effective after its passage and approval.

PASSED AND APPROVED this the 28th day of OCTOBER, 2019.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Lee Woodward, City Secretary

APPROVED:

Clark Askins, Assistant City Attorney



September 20, 2019

Honorable Mayor Rigby and City Council
City of La Porte

RE: Zone Change Request #19-92000005

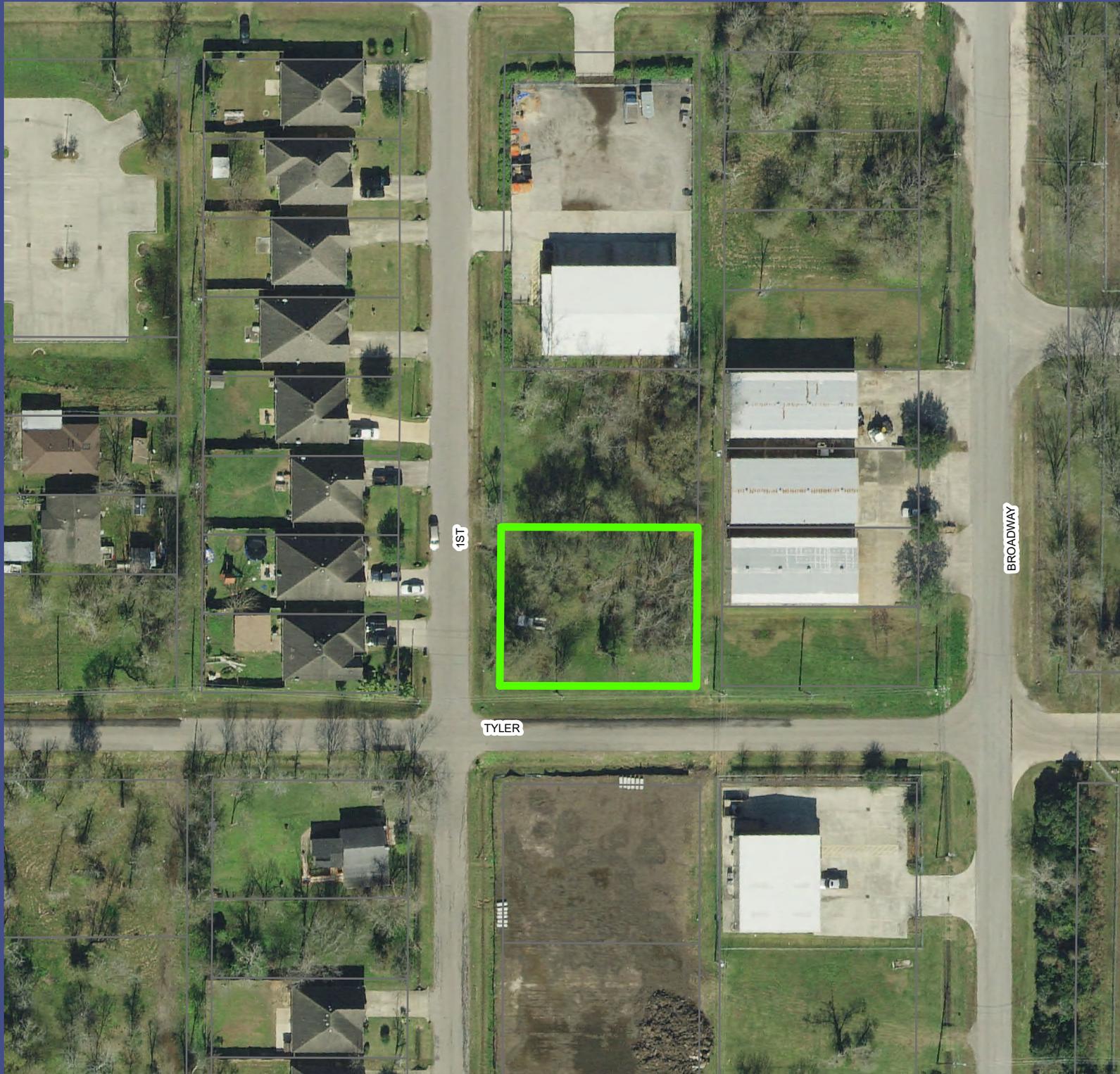
Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a public hearing at the September 19, 2019 meeting on a zone change request by Francisco and Ileana Saucedo, applicant and owner; for a zone change of property legally described as Lots 13-16, Block 85, Town of La Porte, from General Commercial (GC) to Single Family Residential (R-1). The site is a 0.29 acre tract of land located at the northeast corner of N 1st St. and Tyler St.

The Commission voted 7-0 to recommend approval of the proposed zone change.

Respectfully submitted,

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



AERIAL MAP

**Zone Change
#19-92000005**

**NE Corner
N. 1st @ Tyler.**

Legend

 Subject Parcel

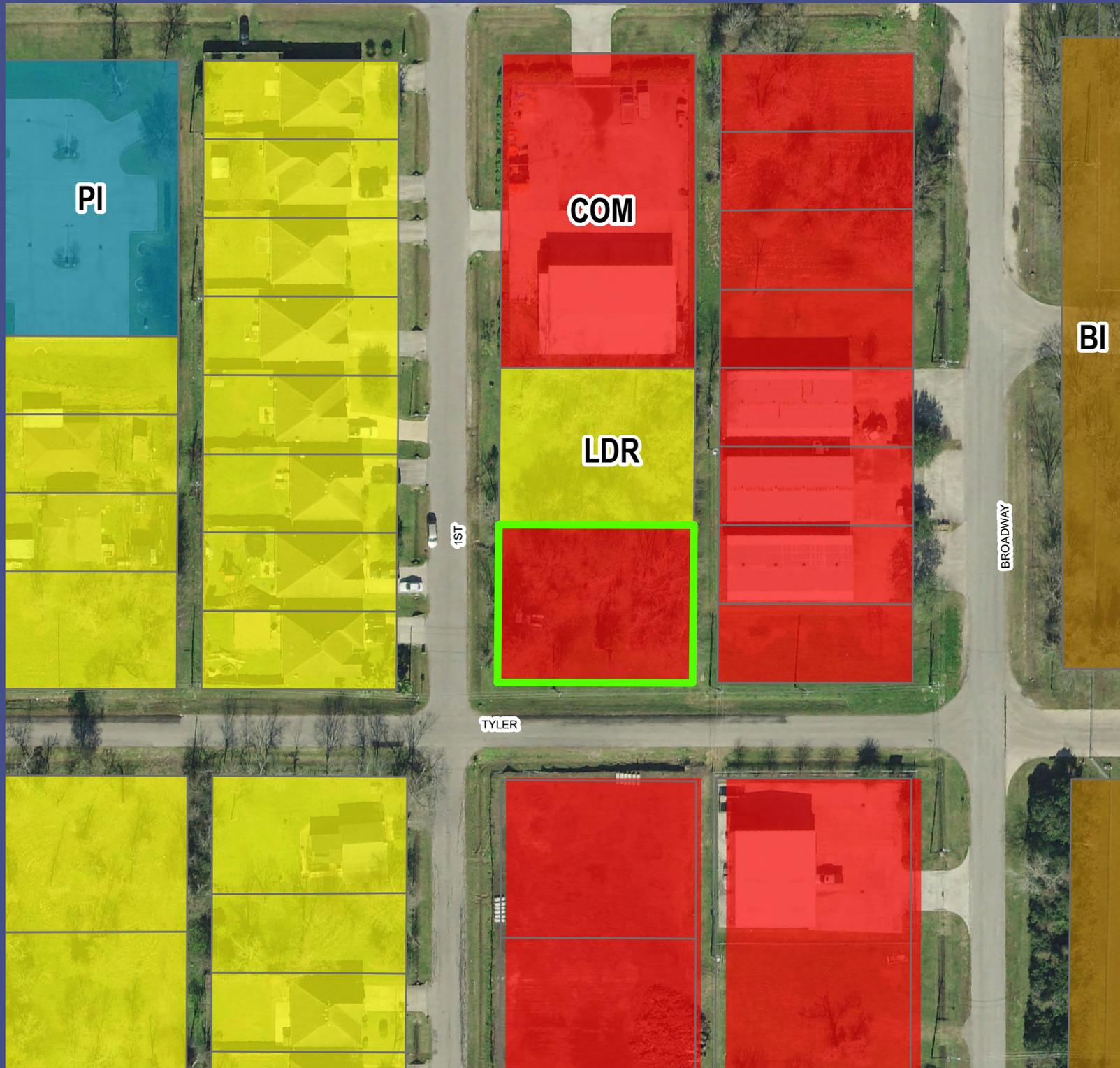


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1 inch = 86 feet

**OCTOBER 2019
PLANNING DEPARTMENT**





LAND USE MAP

**Zone Change
#19-92000005**

**NE Corner
N. 1st @ Tyler.**

Legend

 Subject Parcel

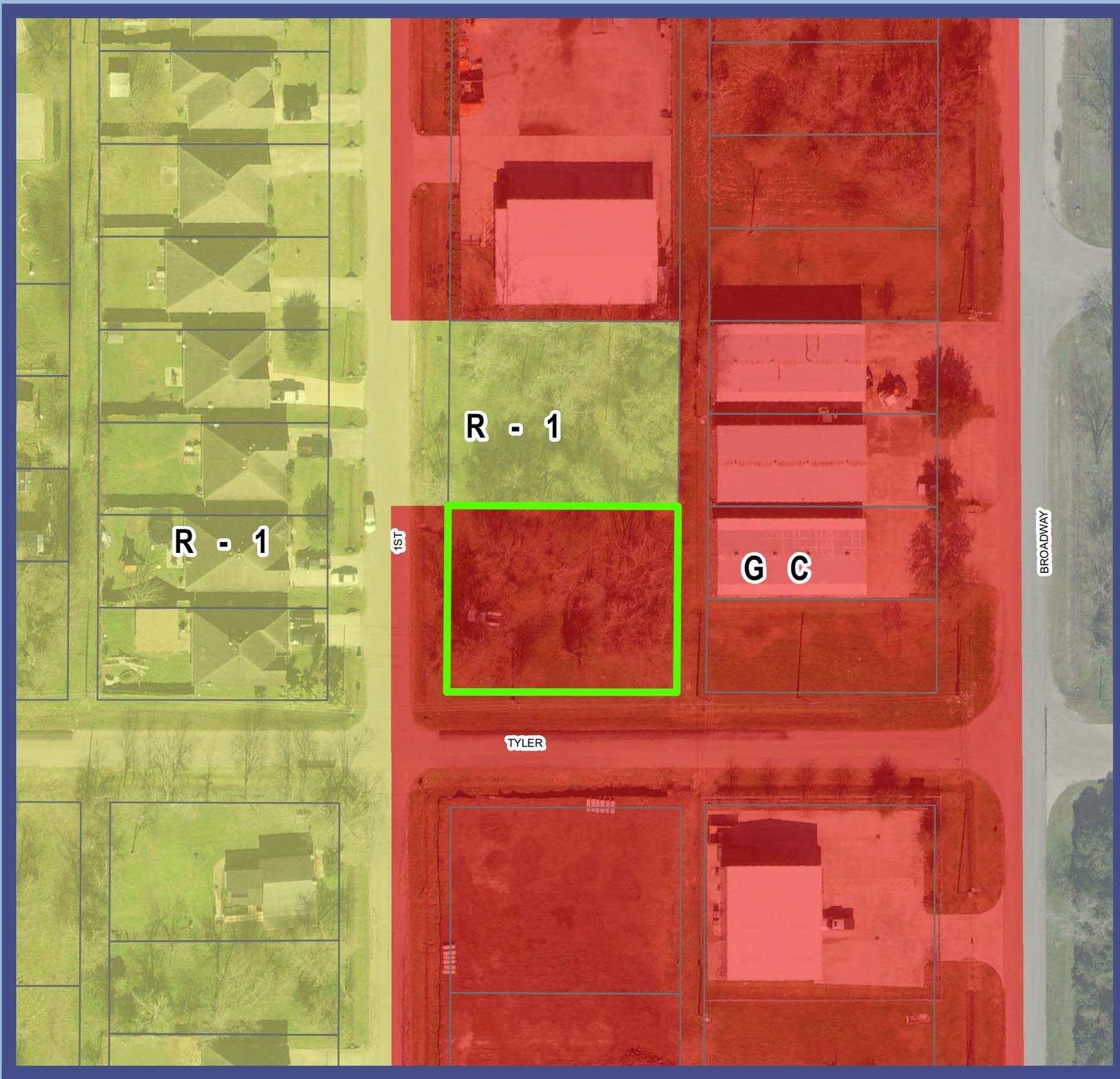


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1 inch = 86 feet



**OCTOBER 2019
PLANNING DEPARTMENT**



ZONING MAP

**Zone Change
#19-92000005**

**NE Corner
N. 1st @ Tyler.**

Legend

 Subject Parcel



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1 inch = 71 feet

**OCTOBER 2019
PLANNING DEPARTMENT**





Zone Change Application

Planning and Development Department

PROJECT INFORMATION

Address where zone change is being requested: 0 North 1st Street West La Porte, TX 77571
Legal description where zone change is being requested: LTS 13 14 15 & 16 BLK 85 LA PORTE
HCAD Parcel Number where zone change is being requested: 0232060850013
Zoning District: General Commerical Lot area: 12,500
A request for approval of a zone change is hereby made to the City of La Porte.
Description of Request: GC to R1

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: Francisco and Ileana Saucedo
Company (if applicable): _____
Address: 2721 Martin St
City: Pasadena State: TX Zip: 77502
Phone: 832-597-2309 Email: franksaucedo22@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: _____ Date: _____
Owner(s)' Signature(s): *Francisco and Ileana Saucedo* Date: 8/2/2019

STAFF USE ONLY:

Case Number: _____

Date Application Received: _____



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: 0 North 1st Street West La Porte, TX 77571

LEGAL DESCRIPTION: LTS 13 14 15 & 16 BLK 85 LA PORTE

- 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: _____.
- 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.

Francisco and Teana Saucedo
Applicant’s Signature

Francisco and Teana Saucedo
Applicant’s Printed Name

Subscribed and sworn before me this _____ day of _____, _____ by _____
(Print Applicant’s Name).

Notary Public

(Seal)

My commission expires: _____



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u>		
Requested By: <u>Corby Alexander</u>		
Department: <u>Finance</u>		
<input type="radio"/> Report	<input type="radio"/> Resolution	<input checked="" type="radio"/> Ordinance

Appropriation	
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:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Ordinances
Copy of 2019 Industrial District Agreement

SUMMARY

The City and Industry have agreed to renew the provisions of the Industrial District Agreement for a twelve-year period. The current agreements will expire on December 31, 2019, the common date for the Battleground and Bayport Industrial Districts.

The City mailed 171 Industrial District Agreements on September 20, 2019.

Staff recommends City Council authorize the execution of Industrial District Agreements with the following industries:

Ordinance Number	Industrial Company
2020-IDA-01	JSP Real Properties
2020-IDA-02	Nissan Chemical America Corporation
2020-IDA-03	South Coast Terminals, LP
2020-IDA-04	El du Pont de Nemours and Company d.b.a. Corteva Agriscience
2020-IDA-05	La Porte Logistics, LLC
2020-IDA-06	DnCn, LLC
2020-IDA-07	Equistar Chemicals, LP
2020-IDA-08	Altom Transport
2020-IDA-09	Carson Bayport III, LLC (10366 New Decade)
2020-IDA-10	Carson Bayport III, LLC (10388 New Decade)
2020-IDA-11	Carson Bayport III, LLC (10399 New Decade)
2020-IDA-12	Carson Bayport III, LLC (4311 Malone)
2020-IDA-13	Equistar Chemicals, LP (formerly Olefins JV, LP)
2020-IDA-14	Equistar Chemicals, LP
2020-IDA-15	Equistar Chemicals, LP
2020-IDA-16	LyondellBasell Acetyls, LLC (formerly La Porte Methanol, LLC)

2020-IDA-17	LyondellBasell Acetyls, LLC
2020-IDA-18	LyondellBasell Acetyls, LLC (formerly Linde Gas North America, LLC)
2020-IDA-19	Lyondell Chemical Company
2020-IDA-20	Praxair, Inc.
2020-IDA-21	Praxair Services, Inc.
2020-IDA-22	Lubrizol Corporation
2020-IDA-23	Vigavi Realty, LLC
2020-IDA-24	Vigavi Realty, LLC (Reserve "C")
2020-IDA-25	Messer LLC
2020-IDA-26	Messer LLC
2020-IDA-27	Ohmstede, Inc.
2020-IDA-28	Noltex, LLC
2020-IDA-29	IPT Bayport DC LP
2020-IDA-30	Occidental Chemical Corp
2020-IDA-31	Oxy Vinyls LP – La Porte
2020-IDA-32	Oxy Vinyls LP – Battleground
2020-IDA-33	Lubrizol Advanced Materials
2020-IDA-34	The LYCRA Company LLC
2020-IDA-35	Aztron Chemical Services, Inc.
2020-IDA-36	CTS Venture Fund 09, Ltd.
2020-IDA-37	Harcross Chemicals, Inc.
2020-IDA-38	Superior Carriers
2020-IDA-39	Lonestar Ecology, LLC
2020-IDA-40	Intergulf Corporation
2020-IDA-41	Two Zero One M Texas, LLC
2020-IDA-42	Helaine Heller Marital Trust
2020-IDA-43	Two Eighteen-M-Texas, LLC
2020-IDA-44	A. Schulman, Inc. (formerly Bayshore Industrial, Inc.)
2020-IDA-45	Seawater Inc.
2020-IDA-46	AMB Institutional Aliance Fund III Local, L.P.
2020-IDA-47	Carson Bayport 2, LLC (4300 Malone)
2020-IDA-48	Strang Road Industrial
2020-IDA-49	Orangewater, LLC
2020-IDA-50	Vigavi Realty, LLC (11804 Fairmont)
2020-IDA-51	Vigavi Realty, LLC (11800 Fairmont)
2020-IDA-52	Almondwater LLC
2020-IDA-53	Carson Bayport III, LLC (4111 Malone)
2020-IDA-54	Carson Bayport III, LLC (4121 Malone)
2020-IDA-55	Carson Bayport III, LLC (4033 Malone)
2020-IDA-56	Carson Bayport III, LLC (10344 New Decade)
2020-IDA-57	Carson Bayport III, LLC (10322 New Decade)
2020-IDA-58	Valsource International LLC
2020-IDA-59	The Chemours Company
2020-IDA-60	Oakwood Capital, LP
2020-IDA-61	Don & Martha Tuffli Trust

2020-IDA-62	La Porte SP Texas Associates
2020-IDA-63	DTMT Two LLC
2020-IDA-64	Don & Martha Tuffli Trust
2020-IDA-65	Total Petrochemicals &
2020-IDA-66	Ineos USA, LLC
2020-IDA-67	Gemini HDPE, LLC
2020-IDA-68	Rohm & Haas, Co. (Bayport)
2020-IDA-69	North Bayport Industrial Park II, Ltd
2020-IDA-70	BRT Delaware, LLC
2020-IDA-71	The Dow Company
2020-IDA-72	NOCS West Gulf, Inc
2020-IDA-73	Fairmont PH Investors, Ltd.

RECOMMENDED MOTION

I move that the City Council approve Ordinances 2020-IDA-01 through 2020-IDA-_____, authorizing the execution by the City of La Porte of Industrial District Agreements listed above.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2020-IDA-01

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE, TEXAS OF AN INDUSTRIAL DISTRICT AGREEMENT WITH _____, INC, A _____ CORPORATION, FOR THE TERM COMMENCING JANUARY 1, 2020, AND ENDING DECEMBER 31, 2031; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING 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. _____, Inc, a _____ Corporation has executed an industrial district agreement with the City of La Porte, Texas, for the term commencing January 1, 2020, and ending December 31, 2031, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

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

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

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

PASSED and **APPROVED**, this _____ day of _____, 2019.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney

NO. 2020 IDA-__ ' ,
STATE OF TEXAS ' ,
COUNTY OF HARRIS ' ,

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and _____, a _____ corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

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

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

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

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

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

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, 1) any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof, 2) intermodal shipping containers (including but not limited to freight and tank containers) placed on Land belonging to Company shall be permitted to be stacked only two containers in height within the 100' wide portion of Company's Land contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146; beyond said 100' wide strip, intermodal shipping containers shall be eligible to be stacked one additional container in height within and for each successive 100' wide portion of Company's Land behind and following the preceding 100' wide strip, up to a maximum of six containers in height, regardless of distance from Fairmont Parkway, State Highway 225, or State Highway 146; and 3) it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

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

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

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

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

III.

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

B. On or before the later of December 31, 2020, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2031, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

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

Value Year 2020:	64%
Value Year 2021:	64%
Value Year 2022:	64%
Value Year 2023:	64%
Value Year 2024:	64%
Value Year 2025:	64%
Value Year 2026:	64%
Value Year 2027:	64%
Value Year 2028:	64%
Value Year 2029:	64%
Value Year 2030:	64%
Value Year 2031:	64%

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

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements

which existed on January 1, 2020, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and

2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2019, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Year following completion of construction in progress, an amount equal to Thirty percent (30%), where construction is completed in Value Years 2020 through 2031, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code. The eligible period for application of said thirty percent (30%) "in lieu" rate shall be for a total of six (6) Value Years.

In the case of new construction which is completed in Value Year 2028 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Thirty percent (30%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2034.

In the case of new construction which was completed in Value Years 2016 through 2019 in accordance with the previous Industrial District Agreement between City and Company, such new construction shall be subject to a Twenty percent (20%) valuation through Value Year 2022, and a Thirty (30%) valuation for any additional Value Years beyond Value Year 2022, for a total of six (6) Value Years.

- (b) Application of the thirty percent (30%) "in lieu" rate for Substantial Increase in value of the Land, improvements, and tangible personal property dedicated to new construction is limited to new construction purposed for or related to manufacturing and processing uses. In no case shall Company be entitled to application of the thirty percent (30%) "in lieu" rate for Substantial Increase in value of the Land, improvements, and tangible personal property dedicated to new construction where the new construction is purposed for or

related to uses for warehousing, storage, distribution, and/or general freight trucking and transportation, as well as general commercial uses, such as truck stops, rental facilities, or repair shops.

(c) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:

- i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2019; or
- ii. a cumulative value of at least \$3,500,000.00.

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

(d) If existing Property values have depreciated below the Property value established on January 1, 2019, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2019, value; and

3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2020, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

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

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article

VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

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

IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2020, and continuing thereafter until December 31, 2031, unless extended for an additional period or periods of time upon mutual consent of Company and City, as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2031, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Local Government Code Section Chapter 42.044 "Creation of Industrial District in Extraterritorial Jurisdiction", or Texas Local Government Code Chapter 43 "Municipal Annexation", is amended, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said laws as the same existed on January 1, 2019.

V.

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

VI.

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

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

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

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

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

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

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

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

To Company: _____ (COMPANY)
Attention: _____ Department

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

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

Plant Manager

Name: _____
Address: _____
Phone: _____
Fax: _____

Email: _____

Tax Agent/Billing Contact

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

ENTERED INTO effective the 1st day of January, 2020.

(COMPANY)

By: _____

Name: _____

Title: _____

Address: _____

ATTEST:

CITY OF LA PORTE, TEXAS

City Secretary

By: _____

Louis R. Rigby
Mayor

APPROVED:

Knox W. Askins
City Attorney
City of La Porte

By: _____

Corby D Alexander
City Manager

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

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

STATE OF TEXAS ;
;
COUNTY OF HARRIS '

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, _____ of _____ corporation, a _____ corporation, on behalf of said entity.

Notary Public, State of Texas

STATE OF TEXAS ;
;
COUNTY OF HARRIS '

This instrument was acknowledged before me on the _____ day of _____, 20__, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Notary Public, State of Texas

"EXHIBIT A"

(Metes and Bounds Description of Land)

"EXHIBIT B"

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

"EXHIBIT C"
Page 1 of 3

RULES AND REGULATIONS

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

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
 - ∅ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
 - ∅ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
 - ∅ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
 - ∅ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
 - ∅ Freestanding identification signs shall not exceed 45 feet in height.
 - ∅ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. Intermodal shipping containers (including by not limited to freight and tank containers) shall be permitted to be stacked only to a maximum of two (2) containers in height in the said 100' strip. In those instances where shipping containers are placed within the said 100' wide strip, the screening requirements established in paragraph 3 immediately below shall apply.
3. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:

- a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening

"EXHIBIT C"

Page 2 of 3

of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

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

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

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

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

"EXHIBIT C"

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

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



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 28, 2019</u>
Requested By: <u>Louis R. Rigby, Mayor</u>
Department: <u>City Council</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance

Appropriation	
Source of Funds:	_____
Account Number:	_____
Amount Budgeted:	_____
Amount Requested:	_____
Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No

Exhibits: Ordinance 2019-3758
Current, proposed redline, and proposed clean versions of the Council Rules of Procedure

SUMMARY

This item was discussed at the September 9 and 23 City Council meetings and has been placed as an ongoing item for discussion.

The City Council adopted the current *Organization and Procedures for City Council Meetings* with Ordinance 2003-2646A in May 2008 (first established by Ordinance 2003-2646 in July 2003). Changes in custom, procedure, and law over the last decade make it appropriate for review and potential amendment.

Additionally, it is proposed that the current City Council Ethics Policy (adopted in 2013) be made a part of the Rules of Procedure, so it has been reviewed and several items near the end have been recommended for deletion.

RECOMMENDED MOTION

No motion necessary for the October 14 reading, it has been brought for discussion at this meeting.

ORDINANCE NO. 2019-3758

AN ORDINANCE AMENDING THE CITY COUNCIL’S ADOPTED RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS; AMENDING AN ETHICS AND CONFLICT OF INTEREST POLICY FOR CITY OFFICIALS AND EMPLOYEES; FINDING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 2.07. Meetings. b. *Rules.* provides that “City council shall determine its own rules and order of business.”; and

WHEREAS, the City Council adopted Ordinance 2003-2646-A on May 19, 2008, updating the organization and procedures for City Council meetings and thereby repealing Ordinances 1435 and 1435-A; and

WHEREAS, the City Council adopted Ordinance 2013-3489 on July 22, 2013, establishing an ethics and conflict of interest policy applicable to City officials and employees; and

WHEREAS, the passage of time has allowed for additional review of legislation and consideration of suitable rules and guidelines for the procedures of City Council meetings and the conduct of members of Council at all times.

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

Section 1. The Rules of Procedure for the City Council of the City of La Porte are hereby amended as attached.

Section 2. Open Meetings Law Notice. 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 Act, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 1-226. Repeal. Ordinance 2003-2646-A and Ordinance 2013-3489 are repealed as of the effective date hereof. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 1-227. Effective Date. This ordinance shall take effect immediately upon its passage and approval.

PASSED AND APPROVED, this _____ day of _____, 2019.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Lee Woodward, City Secretary

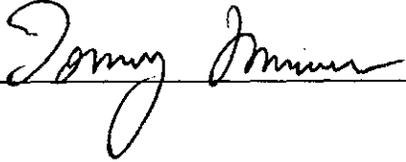
APPROVED AS TO FORM:

Clark T. Askins, Assistant City Attorney

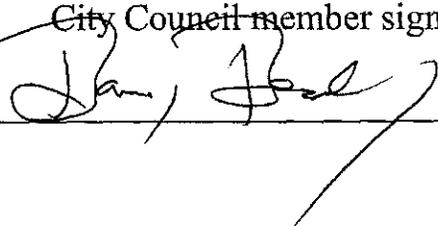
FOR MAY 19th agenda

Please add to City Council Agenda requesting to change Ordinance No. 2646- Establishing City Council Meetings under Section 1-211 "Addressing the Council" (B) Oral Communications (1)... that will allow Citizens, Tax Payers to sign up on Council meeting nights to speak on any subject regardless of whether the item is on the agenda. (limited to five minutes)

1. City Council member signature:



2. City Council member signature:



3. City Council member signature:



ORDINANCE NO. 2003- 2646-A

AN ORDINANCE ESTABLISHING ORGANIZATION AND PROCEDURES FOR CITY COUNCIL MEETINGS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1-201. Regular Meetings.

- (A) Time. The City Council shall hold regular meetings on the second and fourth Monday of each month, at 6:00 o'clock p.m.; provided, however, that when the day fixed for any regular meeting of the Council falls upon a day designated by law as a legal or national holiday, such meeting shall be held on such other date as determined by City Council.
- (B) Time. The City Council shall hold special or workshop meetings, if necessary, on the third Monday of each month, at 6:00 o'clock p.m., or at such other date and time as may be determined under Section 1-202 Special Meetings, hereof; provided, however, that when the day fixed for any special or workshop meeting of the Council falls upon a day designated by law as a legal or national holiday, such meetings shall be held on such other date as determined by City Council.
- (C) Place. All regular, special, and workshop meetings of the City Council shall be held in the Council Chambers, City Hall, 604 West Fairmont Parkway, in the City of La Porte, Harris County, Texas, unless otherwise directed by City Council, or required by law.

Section 1-202. Special Meetings. The Mayor on his own motion or at the request of the City Manager shall call special meetings of the City Council whenever in their opinion the public business may require it, or at the express written request of any three (3) members of the City Council. Such written request shall be filed with the City Secretary, and shall contain the agenda item requested for the special meeting. Whenever a special meeting shall be called, written notice thereof shall be delivered to each member of the Council, or, if written notice cannot be timely delivered, telephone notice shall be given, stating the date and hour of the meeting and the purpose for which such meeting is called.

Section 1-203. Agenda. The Mayor, the City Manager, or the City Attorney, or any three (3) members of the City Council by written request, may place an item on a City Council agenda. The written request by three (3) members of City Council shall be filed with the City Secretary, and shall contain the agenda item requested. All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the Council shall, at least seven (7) days prior to each Council meeting, be delivered to the City Secretary, whereupon the City Secretary shall immediately arrange a list of such matters according to the Order of Business and furnish each member of the Council, the Mayor, the City Manager, and the City Attorney with a copy of the same

prior to the Council meeting and as far in advance of the meeting as time for preparation will permit. None of the foregoing matters shall be presented to the Council by the administrative officials except those of an urgent nature, and the same, when so presented, shall have the written approval of the City Manager before presentation.

Section 1-204. The Presiding Officer--Duties. The presiding officer of the Council shall be the Mayor. The Presiding Officer shall preserve strict order and decorum at all regular and special meetings of the Council. He shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. He shall be entitled to vote on all questions. He shall sign all ordinances and resolutions adopted by the Council during his presence. In the event of the absence of the Mayor, the Mayor Pro Tem shall sign ordinances or resolutions as then adopted.

Section 1-205.Call to Order--Presiding Officer. The Mayor, or in his absence, the Mayor Pro Tem, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Council to order. In the absence of the Mayor or the Mayor Pro Tem, the City Secretary, or his or her Assistant, shall call the Council to order, whereupon a temporary chairman shall be elected by members of the Council present. Upon arrival of the Mayor or the Mayor Pro Tem, the temporary chairman shall immediately relinquish the chair upon the conclusion of the business immediately before the Council.

Section 1-206. Roll Call. Before proceeding with the business of the Council, the City Secretary, or his or her deputy shall note in the minutes, the names of those present. Late arrivals or departures of Council members shall be noted by the Presiding Officer, and recorded by the City Secretary in the minutes.

Section 1-207. Quorum. A majority of all the members elected to the Council shall constitute a quorum at any regular or special meeting of the Council. In the absence of a quorum, the Presiding Officer shall, at the request of any three (3) members present, compel the attendance of absent members.

Section 1-208. Order of Business. All meetings of the Council shall be open to the public, in accordance with the Texas Open Meetings Law. Promptly at the hour set by law on the day of each regular meeting as posted as required by law, the members of the Council, the City Secretary, the City Attorney, the Mayor, and the City Manager, shall take their regular stations in the Council Chambers, and the business of the Council shall be taken up for consideration and disposition in the following order:

1. Invocation and Pledge of Allegiance.
2. Proclamations and Presentations.
3. Consent Agenda. (Any member of the Council may remove any item from the Consent Agenda for discussion.) These items are typically routine in nature.
 - a. Approval of minutes of previous meeting.

- b. Purchases, Contracts, or Transactions.
- 4. Petitions, remonstrances, communications, and citizens and taxpayers wishing to address the Council.
- 5. Public Hearings.
- 6. New Business:
 - a. Introduction and adoption of resolutions and ordinances.
 - b. Receive reports and recommendations from City staff.
 - c. Report of Officers—Boards—Committees.
- 7. Previously tabled items.
- 8. Executive Session.
- 9. Workshop Items.
- 11. Administrative Reports.
- 12. Council Comments.
- 13. Adjournment.

Section 1-209. Reading of Minutes. Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the City Secretary has previously furnished each member with a copy thereof.

Section 1-210. Rules of Debate.

- (A) Presiding Officer May Debate and Vote, Etc. The Mayor or Mayor Pro Tem, or such other member of the Council as may be presiding may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a Councilperson by reason of his acting as the Presiding Officer.
- (B) Getting the Floor-Improper References to be Avoided. Every member desiring to speak shall address the Chair, and, upon recognition by the Presiding Officer, shall confine himself to the question under debate, avoiding all personalities and indecorous language.
- (C) Interruptions. A member, once recognized, shall not be interrupted when speaking unless it be to call him to order, or as herein otherwise provided. If a member, while speaking, be called to order, he shall cease speaking until the question of order be determined, and, if in order, he shall be permitted to proceed.
- (D) Privilege of Closing Debate. The Councilperson moving the adoption of an ordinance or resolution shall have the privilege of closing the debate.
- (E) Motion to Reconsider. A motion to reconsider any action taken by the Council may be made only on the day such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by one of the prevailing side, but may be seconded by any member, and may be made

at any time and have precedence over all other motions or while a member has the floor; it shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council.

- (F) Remarks of Councilperson--When Entered in Minutes. A Councilperson may request, through the Presiding Officer, the privilege of having an abstract of his statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.
- (G) Synopsis of Debate--When Entered in Minutes. The City Secretary may be directed by the Presiding Officer, with consent of the Council, to enter in the minutes a synopsis of the discussion on any question coming regularly before the Council.

Section 1-211. Addressing the Council. Before each meeting of City Council the City Secretary shall place public comment cards on the table in the rear of the Council Chambers, on which any taxpayer or resident, or his authorized representative, or any member of the public, may sign his name and address, and indicate the subject matter on which he wishes to speak or submit a written communication.

- (A) Oral Communications. Individuals may address the Council by oral communication in regard to matters appearing on the City Council agenda, or any other subject matter, by completing all requested information on the public comment card, and placing said public comment card in the box located on the table in the rear of the Council Chambers, not later than five (5) minutes before commencement of the meeting. Oral communication to Council shall be in the manner provided in Section 1.212 hereof.
- (B) Written Communications. Individuals may address the Council by written communication in regard to matters appearing on the City Council agenda, or any other subject matter, by completing all requested information on the public comment card, and placing said public comment card, along with the proposed written communication, in the box located on the table in the rear of the Council Chambers, not later than five (5) minutes before commencement of the meeting.

Section 1-212. Manner of Addressing Council

- (A) Time Limit. Each person addressing the Council shall step up to the podium, shall give his name and address in an audible tone of voice for the records, and unless further time is granted by the Council, shall limit his address to five (5) minutes. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council,

without the permission of the Presiding Officer. No question shall be asked to a Councilperson except through the Presiding Officer. Any such question shall be referred by City Council to the City manager, for further handling.

- (B) Limits on Repetitive or Redundant Presentations. The City Council shall have the right to place reasonable limits on the number, frequency, and length of presentations made during the comment period, in accordance with law. For such purposes the City Council may limit the number of persons who speak on a particular subject at a meeting, and the length of the individual presentations made, on such topic; accordingly, the City Council may place reasonable limits on the number of occasions that a person or persons speak on a particular subject, at successive Council meetings. Subject to the foregoing, the City Council shall not place limits on discussion of specific subject matter as it relates to any constitutionally guaranteed right of freedom of speech, or otherwise discriminate against a particular point of view.

Section 1-213. Addressing the Council After Motion Made. After a motion is made by the Council, no person shall address the Council without first securing the permission of the Council so to do.

Section 1-214. Silence Constitutes Affirmative Vote. Unless a member of the Council states that he is not voting, his silence shall be recorded as an affirmative vote.

Section 1-215. Decorum.

- (A) By Council Members. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to obey the orders of the Council or its Presiding Officer, except as otherwise herein provided.
- (B) By Persons. Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the Council shall be forthwith, by the Presiding Officer, barred from further audience before the Council, unless permission to continue be granted by a majority vote of the Council.

Section 1-216. Enforcement of Decorum. The Chief of Police, or such member or members of the Police Department as he may designate, shall be Sergeant-at-Arms of the Council meetings. He, or they, shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meeting. Upon instructions of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms, or any of them present, to place any person who violates the order and decorum of the meeting under arrest, and cause him to be prosecuted under the provisions of this Code, the complaint to be signed by the Presiding Officer.

Section 1-217. Persons Authorized to be at Tables. No person shall be permitted to be at the two tables in front of the Council table, without the express consent of the Council.

Section 1-218. Special Committees. All special committees shall be appointed by majority vote of the Council.

Section 1-219. Members May File Protests Against Council Action. Any member shall have the right to have the reasons for his dissent from, or protest against, any action of the Council entered on the minutes.

Section 1-220. Claims Against City. No account or other demand against the City shall be allowed until the same has been considered and reported upon by the City Manager and the City Attorney.

Section 1-221. Ordinances, Resolutions, Motions and Contracts.

(A) Preparation of Ordinances. All ordinances shall be approved by the City Attorney. No ordinance shall be prepared for presentation to the Council unless ordered by three (3) members of the Council, or requested by the City Manager, or prepared by the City Attorney on his own initiative, in consultation with the City Manager.

(B) Prior Approval by Administrative Staff. All ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his authorized representative, and shall have been examined and approved for administration by the City Manager or his authorized representative, where there are substantive matters of administration involved.

(C) Introducing for Passage or Approval.

- (1) Ordinances, resolutions, and other matters or subjects requiring action by the Council must be introduced and sponsored by a member of the Council, except that the City Manager or City Attorney may present ordinances, resolutions, and other matters or subjects to the Council, and any Councilperson may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.
- (2) An ordinance may have final passage on the same day on which it was introduced.
- (3) No ordinance shall relate to more than one subject, which shall be clearly expressed in its title, and no ordinance, or section thereof, shall be amended or repealed unless the new

ordinance contains the title of the ordinance or section amended or repealed, and when practical all ordinances shall be introduced as amendments to existing ordinances or sections thereof.

- (4) Any resolution providing for the appropriation of money shall designate the particular fund from which the appropriation is to be made.

Section 1-222. Reports and Resolutions to be Filed with the City Secretary.

All reports and resolutions shall be filed with the City Secretary and entered on the minutes.

Section 1-223. Adjournment. A motion to adjourn shall always be in order and decided without debate.

Section 1-224. Executive Sessions. Every regular, special or called meeting or session of City Council shall be open to the public. No closed or executive meeting or session of City Council for any of the purposes for which closed or executive meetings or sessions are authorized by the Open Meetings Law, Chapter 551, Texas Government Code, shall be held unless City Council has first been convened in open meeting or session for which lawful notice has been given and during which meeting or session the Presiding Officer has publicly announced that a closed or executive meeting or session will be held and identified the section or sections of said Act authorizing the holding of such closed or executive session. No final action, decision, or vote with regard to any matter considered in the closed meeting shall be made except in a meeting which is open to the public and in compliance with the notice provisions of the Act.

Section 1-225. Open Meetings Law Notice. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 1-226. Repeal. Ordinance No. 1435 and Ordinance No. 1435-A are repealed as of the effective date hereof.

Section 1-227. Effective Date. This ordinance shall be effective from and after its passage and approval.

PASSED AND APPROVED, this 10th day of May, 2008.

CITY OF LA PORTE

By: Alton E. Porter
Alton E. Porter, Mayor

ATTEST:

Martha A. Gillett
Martha A. Gillett, City Secretary

APPROVED:

Clark T. Askins
Clark T. Askins, City Attorney

ORDINANCE NO. 2013- 3489

AN ORDINANCE ESTABLISHING AN ETHICS AND CONFLICT OF INTEREST POLICY APPLICABLE TO CITY OFFICIALS AND EMPLOYEES; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. Policy and purposes.

- (a) *General policy statement.* It is the policy of the city that all city officials and employees shall conduct themselves both inside and outside the city's service so as to give no occasion for distrust of their integrity, impartiality or devotion to the best interest of the city and the public trust which the city holds.
- (b) *Appearance of impropriety.* Public service is a public trust. All city officials and employees are stewards of the public trust. They have a responsibility to the citizens of the city to administer and enforce the City Charter and city ordinances. To ensure and enhance public confidence in city government, each city official and employee must strive not only to maintain technical compliance with the principles of ethical conduct set forth in this article and in state law, but also to avoid the appearance of impropriety at all times.
- (c) This code of ethics has three purposes:
 - (1) To encourage ethical conduct on the part of city officials and employees;
 - (2) To encourage public service with the city;
 - (3) To establish standards for ethical conduct for city officials and employees by defining and prohibiting conduct that is incompatible with the interests of the city;
- (d) This code of ethics is not intended to be used as a political weapon or to intimidate or embarrass affected persons. The officials charged with administration of this code of ethics shall administer it in a manner that avoids any such use of this code of ethics.

Section 2. Definitions.

In this policy:

Benefit means anything reasonably regarded as pecuniary gain or pecuniary advantage, including any money, real or personal property, purchase, sale, lease, contract, option, credit, loan, discount, service or other tangible or intangible thing of value. *Benefit* includes a pecuniary gain or pecuniary advantage to any other person in whose welfare the beneficiary has a direct and substantial interest.

Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law, including a nonprofit organization or governmental entity.

Economic interest includes a legal or equitable interest in real property, personal property, or intangible property, or a contractual right, including but not limited to receipt of compensation and/or benefits. Service by a city official or employee as an officer, director, advisor, or other active participant in a nonprofit educational, religious, charitable, fraternal, or civic organization does not create for that city official or employee an *economic interest* in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an *economic interest* in the securities or other assets unless the person in question participates in the management of the fund.

Employee means any person employed by the city, whether under civil service regulations or not, including those individuals on a part-time basis, but not including any independent contractor.

Immediate family means the spouse, children, brothers, sisters and parents of an officer or employee.

Officer or official means the mayor or any member of the city council and any appointive member of a city board, commission or committee established by ordinance, charter or state law.

Section 3. Prohibition against involvement in actions affecting economic interests.

(a) *General rule.* It shall be a violation of this policy for a city official or employee to participate in any proceedings or take any official action that he or she knows is likely to:

(1) Affect an economic interest of:

(A) The official or employee;

(B) His or her immediate family member;

(C) A member of his or her household;

(D) An outside employer of the official or employee or of his or her immediate family member;

(E) A business entity in which the official or employee or his or her immediate family member holds an economic interest;

(F) A business entity for which the city official or employee serves as an employee, officer or director, or otherwise functions in any policy making position; or

(G) A person or business entity from whom the official or employee, or his or her immediate family member, has solicited, received and not rejected, or accepted an offer of employment within the past twelve months; or

(2) Confer a benefit on the official or employee, or deprive the official or employee of a benefit, where the effect of the action on the official or employee is distinguishable from the effect of the action on other employees or officials, members of the public in general or a substantial segment of the public.

(b) *Meaning of "affect"*.

(1) In subsection (a)(1) above, an action is likely to *affect* an official's or employee's economic interest if it meets all of the following:

(A) The action is likely to have an effect on that interest, either positive or negative, that is distinguishable from its effect on other employees or officials, members of the public in general or a substantial segment of the public.

(B) The effect of the action on that interest is direct, and not secondary or indirect. However, the action need not be the only producing cause of the effect in order for the effect to be direct.

(C) The effect on the interest must be more than insignificant or de minimis in nature or value.

(2) In determining whether a person, entity or property is or was *affected* by an official's or employee's participation in proceedings, vote or decision, it will not be necessary to prove the actual existence or occurrence of an economic effect or consequence if the effect or consequence would be reasonably expected to exist or occur.

(c) *Recusal and disclosure.* A city official or employee whose conduct would otherwise violate subsection (a), or a state conflict of interest law if he or she participated in proceedings or took an action, must abstain from participation in the action in accordance with the following:

(1) Immediately refrain from further participation in the matter, including discussions with any persons likely to consider the matter, from the time he or she discovers or reasonably should have discovered the matter triggering the recusal;

(2) Promptly file necessary documentation disclosing the nature and extent of the interest triggering the recusal with the city clerk, if the person is an official, or with the person's supervisor, if the person is an employee;

(3) Promptly notify the person's supervisor of the nature and extent of the interest triggering the recusal, if the person is a city employee, so that the supervisor can reassign responsibility for handling the matter to another person; and

(4) Promptly disclose the interest triggering the recusal, if the person is a member of the city council, a city board or commission, to other members of the city council, board or commission, and leave the room in which the city council, board or commission is meeting during the board or commission's discussion of, or voting on, the matter.

(d) No prohibition established in this section shall be construed to prevent members of city council, or the appointees to any board or commission of the city, or a city employee, from voting on or participating in a matter relating to the adoption of laws, rules and/or policies that apply generally to all employees, officials and/or members of the public and the effect of which does not confer a benefit on the official or employee that is distinguishable from the effect on other employees, officials or members of the public or a substantial segment of the public.

Section 4. Standards of conduct.

(a) *Standards for immediate family members.* A city official or employee commits a violation of this policy if an immediate family member, with the official's or employee's knowledge, intentionally or knowingly:

(1) Solicits, accepts or agrees to accept from another person any benefit that the member's relative, who is a city officer or employee, is prohibited from soliciting, accepting or agreeing to accept under state law;

(2) Misuses any official information obtained from the member's relative, who is a city officer or employee, to which the relative has access by virtue of the relative's office or employment and that has not been made public, in a manner prohibited as to the relative under state law; or

(3) Misuse, as defined in V.T.C.A., Penal Code §39.01, any city property, services, personnel or any other thing of value belonging to the city that has come into the member's custody or possession by virtue of the office or employment of the member's relative who is a city officer or employee.

(b) *Representation and appearance at meetings.* No city official or employee shall knowingly:

(1) Appear before the body of which the officer or employee is a member, or otherwise participate in any proceedings, as a representative for any private person, including the officer or employee or any immediate family member, except that an official or employee may represent their interests in their own property before a board, agency, commission or department of the city.

(2) Participate in any proceedings, directly or indirectly, wherein the official or employee represents the interests of any outside employer, business entity, group or interest in any matter, action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, commission or board thereof is a party;

(3) Accept other employment or engage in outside activities incompatible with the full and proper discharge of city duties or that might impair independent judgment in the performance of city duties; or

(4) Make a false statement of material fact at a public meeting. This subsection shall not be construed to deprive an officer or employee of the right to due process under the law, including the right to represent himself/herself in a court proceeding.

(c) *Representation by council members.* No city council member shall knowingly represent any private person, including the city council member or any immediate family member, or any outside employer, business entity, group or interest in any matter before any department, agency, commission or board of the city, except that city council members may represent their interests in their own property before a board, agency, commission or department of the city.

(d) *Representation in municipal court.* In any action or proceeding in the municipal court which is instituted by a city officer or employee in the course of official duties:

(1) No city council member shall knowingly represent any private person other than himself or herself. If a city council member elects to have a trial in municipal court, the city council, without the participation of the affected city council member, will appoint a special judge to preside over the trial.

(2) No city officer or employee shall knowingly represent any private person other than himself or herself, including any immediate family member, or any group or interest.

(e) *Representation in land use and development matters.* A member of the planning and zoning commission shall not knowingly represent the member or any other person, group or interest in any matter before the zoning board of adjustments involving land use or development, and a member of the zoning board of adjustments shall not knowingly represent the member or any other person, group or interest in any matter before the planning and zoning commission involving land use or development. This subsection does not apply to members representing their interests in their own property.

(f) *Prohibited use of city position.* A city official or employee shall not use his or her position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official or employee who represents to a person that the official or employee may provide an advantage or impediment to the person based on the official's or employee's office or position violates this rule.

Section 5 . Contracts with city; eligibility for appointment or election to office.

(a) No member of the city council and no city employee shall have a financial interest in the sale to the city of any land, materials, supplies or service, outside of the person's position with the city. Any person having an interest shall be ineligible for election as a city council member or appointment as a city employee, and any city council member or city employee who acquires an interest shall forfeit the office or employment. Any violation of this subsection with the actual or constructive knowledge of the city council member or employee shall render the contract voidable by the city manager or the city council.

(b) In subsection (a) of this section and in subsection 2.425(c), the term "sale to the city" includes a sale to city-sponsored entities and organizations subject to substantial control by the city in one or more of the following respects:

(1) All or a majority of the governing body of the entity or organization is appointed by the city council;

(2) The city provides more than one-half of the operating funds of the entity or organization;

(3) The city has approval authority over purchasing decisions made by the entity or organization;

(4) The city has approval authority over bonds or other indebtedness issued by the entity or organization; or

(5) The city has approval authority over the budget of the organization.

(c) This section does not apply to acquisition of property by the city as a result of eminent domain proceedings or the threat of eminent domain proceedings.

Section 6 . Restrictions on former employees.

(a) No former city employee shall, for a period of one year from the date of leaving city employment, knowingly:

(1) Appear at a meeting of a board or commission staffed by members of the department of which the employee was a member, as a representative for any private person, including the employee or any immediate family member, or any group or interest.

(2) Represent, directly or indirectly, any private person, including the former employee or any immediate family member, or any group or interest in any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, commission or board thereof is a party.

(b) Notwithstanding the foregoing prohibitions, a former employee may represent their interests in their own property before a board, agency, commission or department of the city. Furthermore, this subsection shall not be construed to deprive a former employee of the right to due process under the law, including the right to represent himself in a court proceeding.

(c) In any action or proceeding in the municipal court which is instituted by a city officer or employee in the course of official duties, no former city employee shall, for a period of one year from the date of leaving city employment, knowingly represent any private person other than himself or herself, including any immediate family member, or any group or interest.

(d) For a period of one year from the date of leaving employment, a former city employee shall not have any financial interest in the sale to the city of any land, materials, supplies or service. Any violation of this subsection with the actual or constructive knowledge of the former city employee shall render the contract voidable by the city manager or the city council. This subsection shall not apply to a former city employee whose employment was terminated as part of a reduction in force.

Section 7. 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 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

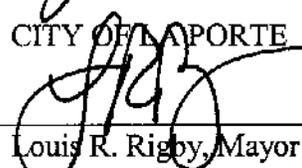
Section 9. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. This Ordinance shall be in effect immediately upon its passage and approval.

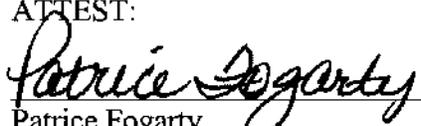
PASSED AND APPROVED, this 22nd day of July, 2013.

CITY OF LA PORTE

By: _____

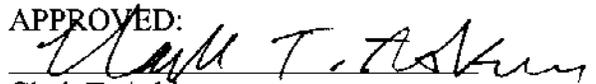

Louis R. Rigby, Mayor

ATTEST:


Patrice Fogarty

City Secretary

APPROVED:


Clark T. Askins

Assistant City Attorney



CITY COUNCIL RULES OF PROCEDURE

**Amended XXXXX XX, 2019, by Ord. 2019-3758
First Adopted July 28, 2003**

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DRAFT

Section 1 – GENERAL

Parliamentary law and the rules of procedure derived from such law are essential to all deliberative organizations so that they may consider all matters before them in an effective and efficient manner and produce results that are legal and binding. Moreover, such procedural safeguards ensure due process during deliberations among members of the organization while at the same time protecting the rights of both the group and each member. Accordingly, these rules of procedure establish guidelines to be followed by all persons attending City Council meetings, including members of the City Council, administrative staff, news media, citizens, and visitors.

Section 2 – AUTHORITY

The City Charter of La Porte, Texas, provides in Article II. City Council, Section 2.07 that the Council “shall meet regularly as such times as may be prescribed by its rules but not less frequently than once each month.” and that the Council “shall determine its own rules and order of business.” Thus, these rules of procedure are established. In the event of any conflict between the City Charter and these rules of procedure, the City Charter shall prevail.

The parliamentary reference for the City Council is the most recent edition of *Robert’s Rules of Order Newly Revised* (RONR). When any issue concerning procedure arises that is not covered by the Rules of Procedure, the City Charter, or state law, the Council will refer to RONR, which shall determine such procedural issue.

Section 3 – MEETINGS

The City Council shall follow both the letter and the spirit of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).

3.01. Regular Meetings.

- (A) Time. The City Council will generally hold regular meetings on the second and fourth Monday of each month, at 6:00 p.m.
- (B) Place. All regular, special, and workshop meetings of the City Council shall be held in the Council Chambers, City Hall, 604 West Fairmont Parkway, in the City of La Porte, Texas, unless otherwise directed by City Council, or required by law.

3.02. Special Meetings. The Mayor on his own motion or at the request of the City Manager shall call special meetings of the City Council whenever in their opinion the public business may require it, or at the express written request of any three (3) members of the City Council. Such written request shall be filed with the City Secretary, and shall contain the agenda item requested for the special meeting. Whenever a special meeting shall be called, notice shall be given.

3.03. Agenda. The Mayor, the City Manager, the City Secretary, or the City Attorney, or any three (3) members of the City Council by written request, may place an item on a City Council agenda. The written request **removed @ 9/23 CC mtg.** shall include a clear description of the proposed action by the Council (in the form of a proposed motion), or shall clearly state the item is for discussion purposes only, shall be of sufficient detail to allow staff to contribute background information on the topic, and shall be filed with the City Secretary by 5:00 p.m.,

Thursday, two weeks prior to the Monday night City Council meeting (and a commensurate period for special meetings) Any deviations from or amendments to an agenda, either past the established deadlines or once posted, should be exceedingly rare and of a clearly significant nature. All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the Council shall also be delivered to the City Secretary on the same schedule.

The City Secretary will coordinate the placement and content of items on the agenda with the City Manager, who will resolve any conflicts with Mayor and Councilpersons. Agenda items may be removed only by the person who initially placed that item on the agenda

Drafts of contracts, ordinances, resolutions, or other items requiring review should be submitted to the City Attorney in a manner timely enough to allow for their review prior to this submittal deadline above. None of the foregoing matters shall be presented to the Council by the administrative officials except those of an urgent nature, and the same, when so presented, shall have the written approval of the City Manager before presentation.

Section 4 - STANDARDS OF CONDUCT

4.01. City Councilpersons.

It is important that Councilpersons demonstrate civility to one another as individuals, for the validity of different opinions, for the democratic process, and for the community and citizens being served. Elected officials should exhibit appropriate behavior. All members of the City Council have equal votes and all Councilpersons speak only for themselves.

4.02. Council Relations with the Media.

All City press releases, media advisories, story suggestions, or similar items should go through the City Secretary's office for distribution, with exception of factual police department bulletins which designated officers may send directly, with copy to the City Secretary.

4.03. Citizens and Visitors.

- (A) Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Reactions from the audience during staff presentations to the Council and during debate between Councilpersons are not appropriate and not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- (B) No placards, banners, or signs will be permitted in the City Council chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.

With the exception of those locations designated as free speech venues, or for City-sponsored or City co-sponsored *Meet the Candidate* forums for City elections, City Hall may not be used for political campaign-related functions or events. City resources or equipment may not be used for other election campaigning which includes, but is not limited to, the passing out of campaign flyers, signs, buttons, or other campaign materials for any candidate or officeholder. No one may make a contribution to a candidate or officeholder in City Hall. ~~No one~~

may solicit support for a candidate or officeholder or accept a contribution for such in City Hall. Campaign flyers, signs, buttons, or other campaign materials for any candidate or officeholder are prohibited in City Hall or on City property except as allowed by state law or as the City Council shall formally restrict or authorize by other ordinance or resolution.

Section 5 – DUTIES AND PRIVILEGES OF COUNCILPERSONS

5.01. Seating Arrangement.

The Mayor shall determine seating of the Council and Charter Officers.

5.02. Conflict of Interest.

A City Councilperson prevented from voting by a conflict of interest, shall step down from the dais and leave the room (per Sec. 3(c)(4) of the City's adopted Ethics & Conflict of Interest Policy, attached as Appendix A), shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way, shall not attend executive sessions regarding the matter, and shall otherwise comply with the state law and city ordinances concerning conflicts of interest including Chapter 171 of the Local Government Code.

5.03. Voting.

- (A) When a vote is called, every member present shall vote either "Aye" or "No" except on matters involving a conflict of interest that compels a Councilperson to abstain.
- (B) Any vote to which there is an objection shall be taken by counted vote; except that, on the demand of a single Councilperson, a roll call vote shall be taken. After the result of a vote is announced, a member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present.

Section 6 - CHAIR AND DUTIES

6.01. The Presiding Officer-Duties. The presiding officer of the Council shall be the Mayor. The Presiding Officer shall preserve strict order and decorum at all regular and special meetings of the Council. He shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. He shall be entitled to vote on all questions. He shall sign all ordinances and resolutions adopted by the Council during his presence. In the event of the absence of the Mayor, the Mayor Pro Tem shall sign ordinances or resolutions as then adopted.

6.02. Call to Order-Presiding Officer. The Mayor, or in his absence, the Mayor Pro Tem, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Council to order. In the absence of the Mayor or the Mayor Pro Tem, the City Secretary, or his or her Assistant, shall call the Council to order, whereupon a temporary chairman shall be elected by members of the Council present. Upon arrival of the Mayor or the Mayor Pro Tem, the temporary chairman shall immediately relinquish the chair upon the conclusion of the business immediately before the Council.

6.03. Roll Call. Before proceeding with the business of the Council, the City Secretary, or his or her deputy shall note in the minutes the names of those present. Late arrivals or departures of Council members shall be noted by the Presiding Officer, and recorded by the City Secretary in the minutes.

6.16. **6.04. Quorum.** A majority of all the members elected to the Council shall constitute a quorum at any regular or special meeting of the Council. In the absence of a quorum, the Presiding Officer shall, at the request of any three (3) members present, compel the attendance of absent members. (9/18/19 emails & default to TGC 551.001(6))

6.05. Order of Business. All meetings of the Council shall be open to the public, in accordance with the Texas Open Meetings Act. Promptly at the hour set on the day of each regular meeting as posted as required by law, the members of the Council, the City Secretary, the City Attorney, the Mayor, and the City Manager, shall take their regular stations in the Council Chambers, and the business of the Council shall generally betaken up for consideration and disposition in the following order:

1. Call to Order
2. Invocation and Pledges of Allegiance
3. Proclamations and Presentations
4. Public Comments
5. Consent Agenda. (Any member of the Council may remove any item from the Consent Agenda for discussion.) These items are typically routine in nature.
 - a. 6. Statutory Agenda
 - b.
11. 7. Reports of City Officers and Staff 8. Administrative Reports.
12. 9. Items of Community Interest (in accordance with state law) 10. Executive and/or workshop sessions (as appropriate)
13. 11. Reconvene in public session (as needed following executive sessions)
14. 12. Adjournment.

6.06. Rules of Debate.

- (A) Presiding Officer May Debate and Vote, Etc. The Mayor or Mayor Pro Tem, or such other member of the Council as may be presiding may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a Councilperson by reason of his acting as the Presiding Officer.
- (B) Getting the Floor-Improper References to be Avoided. Every member desiring to speak shall address the Chair, and, upon recognition by the Presiding Officer, shall confine himself to the question under debate, avoiding all personalities and indecorous language.
- (C) Interruptions. A member, once recognized, shall not be interrupted when speaking unless it be to call him to order, or as herein otherwise provided. If a member, while speaking, be called to order, he shall cease speaking until the question of order be determined, and, if in order, he shall be permitted to proceed.
- (D) Remarks of Councilperson--When Entered in Minutes. A Councilperson may request, through the Presiding Officer, the privilege of having an abstract of his statement on any subject under consideration

by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.

- (E) Synopsis of Debate--When Entered in Minutes. The City Secretary may be directed by the Presiding Officer, with consent of the Council, to enter in the minutes a synopsis of the discussion on any question coming regularly before the Council.
- (F) Relevance of Debate. In the interest of being respectful of the time commitment of City Councilpersons, the Council expects that issues adequately addressed prior to the meeting not be reprised during the meeting.

6.07. Addressing the Council. Before each meeting of City Council the City Secretary shall make public comment forms available, on which any taxpayer or resident, or his authorized representative, or any member of the public, may sign his name and address, and indicate the subject matter on which he wishes to speak.

- (A) Individuals may address the Council by oral communication by completing all requested information on the public comment form, and placing it at the City Secretary's desk on the dais, not later than five (5) minutes before commencement of the meeting. Oral communication to Council shall be in the manner provided in Section 1.212 hereof.
- (B) Time Limit. Each person addressing the Council shall step up to the podium, shall give his name and address in an audible tone of voice for the records, and unless further time is granted by the Council, shall limit his address to five (5) minutes. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked to a Councilperson except through the Presiding Officer. Any such question shall be referred by City Council to the City Manager, for further handling.

(C) Limits on Repetitive or Redundant Presentations. The City Council shall have the right to place reasonable limits on the length of presentations made during the comment period, in accordance with law. For such purposes the City Council may limit the length of the individual presentations made. Subject to the foregoing, the City Council shall not place limits on discussion of specific subject matter as it relates to any constitutionally guaranteed right of freedom of speech, or otherwise discriminate against a particular point of view. **7/19 addition in light of HB 2840 changes made above** – Persons wishing to address the Council on more than one agenda item in a single meeting must speak on them all the first time they are called upon (additional time is not given for additional items – emailing, writing, calling, or visiting with Councilpersons outside of meetings is, of course, unlimited).

6.09. Silence Constitutes Affirmative Vote. Unless a member of the Council states that he is not voting, his silence shall be recorded as an affirmative vote.

6.10. Decorum.

- (A) By Councilpersons. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of

the Council nor disturb any member while speaking or refuse to obey the orders of the Council or its Presiding Officer, except as otherwise herein provided.

- (B) **By Persons.** Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the Council shall be forthwith, by the Presiding Officer, barred from further audience before the Council, unless permission to continue be granted by a majority vote of the Council.

6.11. Enforcement of Decorum. The Chief of Police, or such member or members of the Police Department as he may designate, shall be Sergeant-at-Arms of the Council meetings. He, or they, shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meeting. Upon instructions of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms, or any of them present, to remove any person who violates the order and decorum of the meeting.

6.12. Special Committees. The establishment and members of all special committees shall be decided by a majority vote of the Council, unless prescribed by the City Charter or other action of the Council.

6.13. Ordinances, Resolutions, and Contracts.

- (A) All ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his authorized representative, and shall have been examined and approved for administration by the City Manager or his authorized representative, where there are substantive matters of administration involved.
- (1) Ordinances, resolutions, and other matters or subjects requiring action by the Council must initially be produced/written, introduced, and sponsored per the guidelines of 3.03 Agenda, above.
- (2) No ordinance shall relate to more than one subject, which shall be clearly expressed in its title, and no ordinance, or section thereof, shall be amended or repealed unless the new ordinance contains the title of the ordinance or section amended or repealed, and when practical all ordinances shall be introduced as amendments to existing ordinances or sections thereof.

6.14. Reports and Resolutions to be Filed with the City Secretary. All reports and resolutions shall be filed with the City Secretary and entered on the minutes.

Section 7 – CITY COUNCIL COMMITTEES

7.01. Council Committees Established.

- (A) The following standing committees of the City Council are established:

- (1) Fiscal Affairs Committee
(2) Drainage and Flooding Committee

- (B) Each standing committee shall review matters in its area of responsibility that are referred to it by the City Council or the City Manager. A standing committee may, by majority vote, recommend action to the City Council, but committee recommendation is not necessary for a

matter to be placed on the City Council agenda. The committee chair may make a statement on behalf of the committee on an item in a meeting of the Council.

7.02. Appointment. Appointment to and composition of the committees has been established through prior Council action and may be amended by such.

7.03. Council Committee Meetings.

(A) Council standing committees shall meet as necessary. The quorum of Council committees will be a majority of the members serving. Except when serving during a meeting for an absent member, an alternate to the committee should not be seated at the dais, nor participate in discussion or vote. (9/9/ & 9/18 additions from emails w/Askins, Rigby, Alexander)

(B) The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members. The committee chair will coordinate with the City Secretary to ensure that the committee meeting agenda is posted as appropriate.

7.04. Council Ad Hoc Committees.

The Mayor may appoint ad hoc committees from time to time to study and review specific issues. The Mayor shall determine the number of members and appoint a chair of ad hoc committees. The ad hoc committees shall be established for a designated period of time, which may be extended by the Mayor and shall meet as needed. The Mayor shall formally announce the establishment of any ad hoc committee along with his appointments to that committee in a session of Council prior to the committee convening to conduct business.

Section 8 – RULES SUSPENSION

Any provision of these rules not governed by the City Charter, City Code, or state law may be temporarily suspended by a two-thirds vote of the members of the City Council present.

APPENDIX A

ETHICS POLICY

~~Adopted July 22, 2013, by Ordinance 2013-3489~~

Section 1. Policy and purposes.

- (A) *General policy statement.* It is the policy of the city that all city officials and employees shall conduct themselves both inside and outside the city's service so as to give no occasion for distrust of their integrity, impartiality, or devotion to the best interest of the city and the public trust which the city holds.
- (B) *Appearance of impropriety.* Public service is a public trust. All city officials and employees are stewards of the public trust. They have a responsibility to the citizens of the city to administer and enforce the City Charter and city ordinances. To ensure and enhance public confidence in city government, each city official and employee must strive not only to maintain technical compliance with the principles of ethical conduct set forth in this article and in state law, but also to avoid the appearance of impropriety at all times.
- (C) This code of ethics has three purposes:
- (1) To encourage ethical conduct on the part of city officials and employees;
 - (2) To encourage public service with the city;
 - (3) To establish standards for ethical conduct for city officials and employees by defining and prohibiting conduct that is incompatible with the interests of the city;
- (D) This code of ethics is not intended to be used as a political weapon or to intimidate or embarrass affected persons. The officials charged with administration of this code of ethics shall administer it in a manner that avoids any such use of this code of ethics.

Section 2. Definitions.

In this policy:

Benefit means anything reasonably regarded as pecuniary gain or pecuniary advantage, including any money, real or personal property, purchase, sale, lease, contract, option, credit, loan, discount, service or other tangible or intangible thing of value. *Benefit* includes a pecuniary gain or pecuniary advantage to any other person in whose welfare the beneficiary has a direct and substantial interest.

Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law, including a nonprofit organization or governmental entity.

Economic interest includes a legal or equitable interest in real property, personal property, or intangible property, or a contractual right, including but not limited to receipt of compensation and/or

benefits. Service by a city official or employee as an officer, director, advisor, or other active participant in a nonprofit educational, religious, charitable, fraternal, or civic organization does not create for that city official or employee an *economic interest* in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an *economic interest* in the securities or other assets unless the person in question participates in the management of the fund.

Employee means any person employed by the city, whether under civil service regulations or not, including those individuals on a part-time basis, but not including any independent contractor.

Immediate family means the spouse, children, brothers, sisters and parents of an officer or employee.

Officer or official means the mayor or any member of the city council and any appointive member of a city board, commission or committee established by ordinance, charter or state law.

Section 3. Prohibition against involvement in actions affecting economic interests.

- (A) *General rule.* It shall be a violation of this policy for a city official or employee to participate in any proceedings or take any official action that he or she knows is likely to:
- (1) Affect an economic interest of:
 - (a) The official or employee;
 - (b) His or her immediate family member;
 - (c) A member of his or her household;
 - (d) An outside employer of the official or employee or of his or her immediate family member;
 - (e) A business entity in which the official or employee or his or her immediate family member holds an economic interest;
 - (f) A business entity for which the city official or employee serves as an employee, officer or director, or otherwise functions in any policy making position; or
 - (g) A person or business entity from whom the official or employee, or his or her immediate family member, has solicited, received and not rejected, or accepted an offer of employment within the past twelve months; or
 - (2) Confer a benefit on the official or employee, or deprive the official or employee of a benefit, where the effect of the action on the official or employee is distinguishable from the effect of the action on other employees or officials, members of the public in general or a substantial segment of the public.
- (B) *Meaning of "affect".*
- (1) In subsection (a)(1) above, an action is likely to affect an official's or employee's economic interest if it meets all of the following:
 - (a) The action is likely to have an effect on that interest, either positive or negative, that is distinguishable from its effect on other employees or officials, members of the public in general or a substantial segment of the public.
 - (b) The effect of the action on that interest is direct, and not secondary or indirect. However, the action need not be the only producing cause of the effect in order for the effect to be direct.

(c) The effect on the interest must be more than insignificant or de minimis in nature or value.

(2) In determining whether a person, entity or property is or was affected by an official's or employee's participation in proceedings, vote or decision, it will not be necessary to prove the actual existence or occurrence of an economic effect or consequence if the effect or consequence would be reasonably expected to exist or occur.

- (C) *Recusal and disclosure.* A city official or employee whose conduct would otherwise violate subsection (a), or a state conflict of interest law if he or she participated in proceedings or took an action, must abstain from participation in the action in accordance with the following:
- (1) Immediately refrain from further participation in the matter, including discussions with any persons likely to consider the matter, from the time he or she discovers or reasonably should have discovered the matter triggering the recusal;
 - (2) Promptly file necessary documentation disclosing the nature and extent of the interest triggering the recusal with the city clerk, if the person is an official, or with the person's supervisor, if the person is an employee;
 - (3) Promptly notify the person's supervisor of the nature and extent of the interest triggering the recusal, if the person is a city employee, so that the supervisor can reassign responsibility for handling the matter to another person; and
 - (4) Promptly disclose the interest triggering the recusal, if the person is a member of the city council, a city board or commission, to other members of the city council, board or commission, and leave the room in which the city council, board or commission is meeting during the board or commission's discussion of or voting on, the matter.
- (D) No prohibition established in this section shall be construed to prevent members of city council, or the appointees to any board or commission of the city, or a city employee, from voting on or participating in a matter relating to the adoption of laws, rules and/or policies that apply generally to all employees, officials and/or members of the public and the effect of which does not confer a benefit on the official or employee that is distinguishable from the effect on other employees, officials or members of the public or a substantial segment of the public.

Section 4. Standards of conduct.

- (A) *Standards for immediate family members.* A city official or employee commits a violation of this policy if an immediate family member, with the official's or employee's knowledge, intentionally or knowingly:
- (1) Solicits, accepts or agrees to accept from another person any benefit that the member's relative, who is a city officer or employee, is prohibited from soliciting, accepting or agreeing to accept under state law;
 - (2) Misuses any official information obtained from the member's relative, who is a city officer or employee, to which the relative has access by virtue of the relative's office or employment and that has not been made public, in a manner prohibited as to the relative under state law; or
 - (3) Misuse, as defined in V.T.C.A., Penal Code §39.01, any city property, services, personnel or any other thing of value belonging to the city that has come into the member's custody or possession by virtue of the office or employment of the member's relative who is a city officer or employee.

- (B) *Representation and appearance at meetings.* No city official or employee shall knowingly:
- (1) Appear before the body of which the officer or employee is a member, or otherwise participate in any proceedings, as a representative for any private person, including the officer or employee or any immediate family member, except that an official or employee may represent their interests in their own property before a board, agency, commission or department of the city.
 - (2) Participate in any proceedings, directly or indirectly, wherein the official or employee represents the interests of any outside employer, business entity, group or interest in any matter, action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, commission or board thereof is a party;
 - (3) Accept other employment or engage in outside activities incompatible with the full and proper discharge of city duties or that might impair independent judgment in the performance of city duties; or
 - (4) Make a false statement of material fact at a public meeting. This subsection shall not be construed to deprive an officer or employee of the right to due process under the law, including the right to represent himself/herself in a court proceeding.
- (C) *Representation by council members.* No city council member shall knowingly represent any private person, including the city council member or any immediate family member, or any outside employer, business entity, group or interest in any matter before any department, agency, commission or board of the city, except that city council members may represent their interests in their own property before a board, agency, commission or department of the city.
- (D) *Representation in municipal court.* In any action or proceeding in the municipal court which is instituted by a city officer or employee in the course of official duties:
- (1) No city council member shall knowingly represent any private person other than himself or herself. If a city council member elects to have a trial in municipal court, the city council, without the participation of the affected city council member, will appoint a special judge to preside over the trial.
 - (2) No city officer or employee shall knowingly represent any private person other than himself or herself, including any immediate family member, or any group or interest.
- (E) *Representation in land use and development matters.* A member of the planning and zoning commission shall not knowingly represent the member or any other person, group or interest in any matter before the zoning board of adjustments involving land use or development, and a member of the zoning board of adjustments shall not knowingly represent the member or any other person, group or interest in any matter before the planning and zoning commission involving land use or development. This subsection does not apply to members representing their interests in their own property.
- (F) *Prohibited use of city position.* A city official or employee shall not use his or her position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official or employee who represents

to a person that the official or employee may provide an advantage or impediment to the person based on the official's or employee's office or position violates this rule.

Section 5. Contracts with city; eligibility for appointment or election to office.

- (A) No member of the city council and no city employee shall have a financial interest in the sale to the city of any land, materials, supplies or service, outside of the person's position with the city. Any person having an interest shall be ineligible for election as a city council member or appointment as a city employee, and any city council member or city employee who acquires an interest shall forfeit the office or employment. Any violation of this subsection with the actual or constructive knowledge of the city council member or employee shall render the contract voidable by the city manager or the city council.
- (B) In subsection (a) of this section and in subsection 2.425(c), the term "sale to the city" includes a sale to city-sponsored entities and organizations subject to substantial control by the city in one or more of the following respects:
- (1) All or a majority of the governing body of the entity or organization is appointed by the city council;
 - (2) The city provides more than one-half of the operating funds of the entity or organization;
 - (3) The city has approval authority over purchasing decisions made by the entity or organization;
 - (4) The city has approval authority over bonds or other indebtedness issued by the entity or organization; or
 - (5) The city has approval authority over the budget of the organization.
- (C) This section does not apply to acquisition of property by the city as a result of eminent domain proceedings or the threat of eminent domain proceedings.

Section 6. Restrictions on former employees.

- ~~(a) No former city employee shall, for a period of one year from the date of leaving city employment, knowingly:~~
- ~~(1) Appear at a meeting of a board or commission staffed by members of the department of which the employee was a member, as a representative for any private person, including the employee or any immediate family member, or any group or interest.~~
 - ~~(2) Represent, directly or indirectly, any private person, including the former employee or any immediate family member, or any group or interest in any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, commission or board thereof is a party.~~
- (b) Notwithstanding the foregoing prohibitions, a former employee may represent their interests in their own property before a board, agency, commission or department of the city. **Furthermore,** this subsection shall not be construed to deprive a former employee of the right to due process under the law, including the right to represent himself in a court proceeding.

- ~~(c) In any action or proceeding in the municipal court which is instituted by a city officer or employee in the course of official duties, no former city employee shall, for a period of one year from the date of leaving city employment, knowingly represent any private person other than himself or herself, including any immediate family member, or any group or interest.~~

- ~~(d) For a period of one year from the date of leaving employment, a former city employee shall not have any financial interest in the sale to the city of any land, materials, supplies or service. Any violation of this subsection with the actual or constructive knowledge of the former city employee shall render the contract voidable by the city manager or the city council. This subsection shall not apply to a former city employee whose employment was terminated as part of a reduction in force.~~

DRAFT



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 28th, 2019

Requested By: Corby Alexander, City Manager

Department: CMO

Report Resolution Ordinance

Exhibits: Updated Sponsorship Policy
Updated Sponsorship Application

Appropriation

Source of Funds: _____

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: Yes No

SUMMARY

Staff brought the first iteration of this new sponsorship policy to the Council on September 9th, and received feedback for the changes presented on these updated forms. For next year, the staff has budgeted \$10,000 for the Houston Yacht Club, \$10,000 for the San Jacinto Festival, along with \$125,000 to Sylvan Beach Day.

RECOMMENDED MOTION

As appropriate to provide direction to staff. Should the desire be to adopt the policy as presented: I move to adopt the City Sponsorship Policy as presented.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



Sponsorship Policy

I. Introduction

The purpose of this sponsorship policy is to provide administrators with guidelines when the City is approached by organizations to support local festivals, special events, community projects or programs.

The City of La Porte recognizes the value of these partnerships to the community but also its charge to maintain fiscal responsibility. The following policy has been established to direct when co-sponsorship or in-kind services can be approved.

II. Policy

In order to be considered for approval, the opportunity must:

- Move forward the mission and goals of the City of La Porte.
- Have an entirely filled application form.
- Demonstrate value to either the Citizens of La Porte, the La Porte Business Community, or the area as a whole
- Conform to all applicable federal and state statutes, and to all applicable City ordinances, policies, and practices.
- The sponsorship must not result in any competitive advantage, benefit, or preferential treatment for the sponsor outside of the sponsorship agreement.
- Be presented to City staff at least **one month** before the opportunity is to take place. **If the City is being asked to participate more than \$10,000**, the application must be in by February 15th before the budget year in which the opportunity takes place.
- Show the City logo on all materials showing event sponsors.
- Get pre-approval of the use of City logo, slogan, branding statement, or quote.
- Opportunities receiving money from Local Hotel Occupancy Tax revenues must comply with state law, show collaboration with at least one local hotel or motel beforehand and complete an after action report.

Also note:

- Sponsorship approvals are made on an annual basis and shall be considered as one-time approvals. City participation should not be an expected line item in the receiving organization's budget.
- The City reserves the right to assess all activities at any time to ensure all rules, regulations, conditions of use, and City and health and safety laws are not violated. Sponsorships and in-kind services can be revoked at any time, effective immediately.
- ~~The sponsorship cannot make up over half of the opportunity's total cost.~~
- The opportunity cannot be held to advocate a political position or figure.

- The hosting organization will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
- Religious organizations, companies, or groups may obtain sponsorships if the proposed program, event, or project neither promotes religious messages nor advocates for or promotes religious beliefs.
- Any sponsorship above \$~~500~~ 5000 must be approved by La Porte City Council.

III. Definitions

- In-Kind Contributions: Donations of goods, services, or time instead of cash.
- Opportunity: The program or event in which the applicant is asking for City participation, whether it be cash or in-kind.
- Sponsorship: When the City decides to donate either cash or in-kind contributions to an opportunity.



Sponsorship Request Application

The City of La Porte is excited to potentially partner with your program or event. Please fill out the information below and return it to the City.

Organization Name: Click here to enter text.	Contact Name: Click here to enter text.
Federal Tax I.D.: Click here to enter text.	Contact Number: Click here to enter text.
Organization Address: Click here to enter text.	Contact Email: Click here to enter text.
City/State/ZIP: Click here to enter text.	Which Describes Your Organization? For-Profit Corporation: <input type="checkbox"/> 501.C*: <input type="checkbox"/> Government Entity: <input type="checkbox"/>

*If you have identified your organization as a 501.C, please attach a copy of your IRS determination letter

Funding

Please Indicate Sponsorship Type Requested:	Monetary <input type="checkbox"/> In-Kind <input type="checkbox"/>
Describe In-Kind Services Requested:	Click here to enter text.
Total Amount Requested:	Click here to enter text.
Name of the Program/Event:	Click here to enter text.
Describe the Program/Event:	Click here to enter text.

I certify that all figures, facts and representations made in this application, including attachments, are true and correct to the best of my knowledge and that I am empowered to sign on behalf of the applicant organization.

X

Applicant Representative, Date

About Your Event or Program

Are you requesting sponsorship for an event or program? Event Program

Official name of the event or program: _____

Dates(s) of event/program: _____

Time(s) and duration of event/program: _____

Physical location of the event/program: _____

Is this a request for an event/program in the city limits of La Porte or on city-owned property?

Yes No

Total expected attendance: _____

How many hotel stays are expected? If none, answer N/A: _____

Total event/program budget: _____

*Please attach the budgeted and actual costs for the event/program the last 2 years.

Who is served by your event or program (Age range, profession, etc.)? _____



**Council Agenda Item
October 28, 2019**

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



Council Agenda Item October 28, 2019

9. ADMINISTRATIVE REPORTS

- Drainage and Flooding Committee Meeting, Monday, November 11, 2019
- City Council Meeting, Monday, November 11, 2019
- Planning and Zoning Commission Meeting, Thursday, November 21, 2019
- Fiscal Affairs Committee Meeting, Monday, December 9, 2019
- City Council Meeting, Monday, December 9, 2019
- Planning and Zoning Commission Meeting, Thursday, December 19, 2019

10. **COUNCIL COMMENTS** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.*

11. ADJOURNMENT
