

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 December 9, 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 Assistant City Attorney, Clark Askins.  
**PLEDGES** – Will be led by Councilmember Nancy Ojeda.  
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)** Recognition - La Porte TIFI Cowboys Senior Football Team. [Mayor Rigby]
- 4. PUBLIC COMMENTS** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
- 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 regular session held on November 11, 2019. [Mayor Rigby]
  - (b)** Authorize the City to convey a 16-inch wide permanent easement to HSC Pipeline Partnership, LLC for the construction of a 16" Ethylene Pipeline. [Corby D. Alexander, City Manager]
  - (c)** Authorize the City Manager to enter into a two-year agreement with Sutphen Corporation for the purchase of two new fire trucks at a total cost of \$1,011,329.05, under BuyBoard contract #571-18. [Donald Ladd, Assistant Fire Chief]
  - (d)** Adopt Ordinance 2019-3768, for the purpose of vacating, abandoning, and closing a portion of two separate alleys and two separate road rights-of-way, located in Blocks 1143 and 1144, Town of La Porte. [Ian Clowes, City Planner]
  - (e)** Adopt Resolution 2019-19 to cast the City's ballot for Mike Sullivan for the HCAD Board of Directors representative for cities other than Houston. [Mayor Rigby]
  - (f)** Approve the Mayor's appointment of James Edwards to serve the remainder of the current term for Place 17 on the Harris-Galveston Subsidence District (HGSD) Board of Directors. [Mayor Rigby]
  - (g)** Approve the encumbrance rollover for fiscal year 2019. [Michael Dolby, Finance Director]
  - (h)** Adopt Ordinance 2019-3769 authorizing and ordering the issuance, sale, and delivery of City of La Porte General Obligation Refunding Bonds, Series 2020. [Michael Dolby]
  - (i)** Approve the purchase of HPE Nimble Storage system hardware expansion under DIR contract 176-025-1479-000. [Grady Parker, IT Manager]

- (j) Award Bid #20001 for the Sylvan and Jefferson Paving and Rehabilitation Project to Tandem Services, LLC, and authorize the City Manager to enter into a construction contract in the amount of \$880,100.00, plus \$50,000.00 contingency, for a total authorization of \$930,100.00. [Ray Mayo, Public Works Director]
- (k) Authorize the award of Sealed Bid #20003 for plastic garbage bags. [Ray Mayo, Public Works Director]

**6. STATUTORY AGENDA**

- (a) Presentation, discussion, and possible action regarding the Parks, Recreation, and Open Space Master Plan from Halff Associates, Inc. [Rosalyn Epting, Director, Parks and Recreation]
- (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 regarding the Council Drainage Committee's recommendation to proceed with proposed drainage projects using City funds in lieu of waiting for grant funding award determinations and to provide staff direction on how to proceed with the utilization of the funds. [Lorenzo Wingate, City Engineer]

**7. REPORTS**

- (a) Receive report of the Drainage and Flooding Committee meeting. [Councilperson Martin]
- (b) Receive report of the Fiscal Affairs Committee meeting. [Councilperson Engelken]

**8. ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission meeting, December 19
- City Council meeting, January 13
- La Porte Development Corporation Board meeting, January 27

**9. 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.*

**10. 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 December 9, 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*





## Council Agenda Item December 9, 2019

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Assistant City Attorney, Clark Askins.  
**PLEDGES** – Will be led by Councilmember Nancy Ojeda.  
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**  
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4. **PUBLIC COMMENTS** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

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## ***The TIFI 2019 Senior Super Bowl Champs are the La Porte Cowboys Senior Team***

**After a triumphant regular season, the 2019 Senior La Porte Cowboys brought home the Super Bowl win. They have held a 33-2 record for the last three undefeated regular season years, been to the Super Bowl twice. This group of players, have made it to the playoffs all five years of playing together.**

***MICHAEL MEDINA  
BLAKE STOUT  
WILLIAM WHITFIELD  
JOZIAH ROCHA  
DONALD MICKENS  
KEVIN ORDONEZ  
AIDEN SAENZ  
ASHTON RUFFIN  
FISCHER CLINE  
CAEDYN PULLEN  
GAVVIN COLTON  
DAYEON HARRISON  
ETHAN GARCIA  
BRAYDEN STARK  
MARCUS JUAREZ  
NOAH JOHNSON  
ZACHARY ONTIVEROS  
FENIX AGUILAR  
COLTON CASTILLO  
RAYMOND GIBBS  
EVEN PELLERIN  
GABRIEL SANCHEZ  
TRAE WILLIS***



**Council Agenda Item  
December 9, 2019**

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 regular session held on November 11, 2019. [Mayor Rigby]
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  - (c) Authorize the City Manager to enter into a two-year agreement with Sutphen Corporation for the purchase of two new fire trucks at a total cost of \$1,011,329.05, under BuyBoard contract #571-18. [Donald Ladd, Assistant Fire Chief]
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  - (i) Approve the purchase of HPE Nimble Storage system hardware expansion under DIR contract 176-025-1479-000. [Grady Parker, IT Manager]
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  - (k) Authorize the award of Sealed Bid #20003 for plastic garbage bags. [Ray Mayo, Public Works Director]

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**LOUIS RIGBY**  
Mayor  
**BRANDON LUNSFORD**  
Councilperson At Large A  
**STEVE GILLETT**  
Councilperson At Large B  
**DANNY EARP**  
Councilperson District 1  
**CHUCK ENGELKEN**  
Councilperson District 2



**BILL BENTLEY**  
Councilperson District 3  
Mayor Pro-Tem  
**THOMAS GARZA**  
Councilperson District 4  
**JAY MARTIN**  
Councilperson District 5  
**NANCY OJEDA**  
Councilperson District 6

## **MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE NOVEMBER 11, 2019**

The City Council of the City of La Porte met in a regular meeting on Monday, November 11, 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, Brandon Lunsford, Steve Gillett, Danny Earp, Chuck Engelken, Bill Bentley, Thomas Garza, Jay Martin, Nancy Ojeda

**Councilpersons absent:** None

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

**CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m.

**INVOCATION** – The invocation was given by Pastor Gerald Boldt of Christ Redeemer Lutheran Church.

**PLEDGES** – The pledges of allegiance to the U.S. and Texas flags were led by Councilperson Danny Earp.

### **1. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**

(a) Recognition of 2019 City University participants

(b) Recognition of the 2019 Employee of the Third Quarter – Ashley Lovercheck, Buyer, Purchasing Division, Finance Department

(c) Recognition of the retirement of Alex Osmond, General Manager, Bay Forest Golf Course

### **2. PUBLIC COMMENTS** (Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)

Debra Hoot asked the Council to consider a trap/neuter/release program for cats. Chuck Rosa spoke about social media posts concerning item 5b. The assembly recognized veterans present on this Veterans Day.

### **3. 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 28, 2019. [Mayor Louis Rigby]

(b) Adopt Ordinance 2019-3763, updating Chapter 6. "Alcoholic Beverages", Article II, Sections 6-36 and 6-38 of the City's Code of Ordinances. [Mayor Louis Rigby]

(c) Authorize the City Manager to enter into a contract with Cobb Fendley for design, bid, construction phase, and additional services for the 7th Street Paving and Drainage Improvements Project. [Ray Mayo, Public Works Director]

(d) Authorize purchase of Neptune water meters and parts from Core & Main, LP, as the sole source provider. [Michael Dolby, Finance Director]

(e) Accept the FY 2019 audit/asset forfeiture report and associated financial records as required by Chapter 59 of the Texas Code of Criminal Procedure. [Chief Ron Parker, Police Department]

- (f) Authorize the City Manager to enter into an agreement to provide stop loss coverage from SA Benefit Service/Vista UW for the 2020 plan year at the \$165,000 specific deductible rate. [Matt Hartleib, HR Manager]
- (g) Adopt Ordinances 2020-IDA-74 through 2020-IDA-101, 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]
- (h) Authorize the City Manager to execute a Pipeline Permit with HSC Pipeline Partnership, LLC for the construction of a 16" Ethylene pipeline within the City of La Porte. [Corby Alexander, City Manager]

*(Councilperson Earp has previously signed a Conflict of Interest affidavit and did not participate in the discussion or vote on item 3g. Councilperson Engelken signed a Conflict of Interest affidavit and did not participate in the discussion or vote on items 3g and 3h. Without objection, the Mayor announced those items would be voted on separately.)* Without objection, Councilperson Garza's request to include the section of the TAB Code exemption for home production be included in the ordinance was accepted. Councilperson Engelken moved to approve the consent agenda items a-f (including the change in item b); the motion was adopted 9-0.

Councilperson Bentley moved to adopt Ordinances 2020-IDA-74 through 2020-IDA-101, 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; the motion was adopted, 6-1, Councilperson Garza voting against.

Councilperson Engelken moved to conditionally authorize the City Manager to execute a Pipeline Permit with HSC Pipeline Partnership, LLC, for the construction of a 16" Ethylene pipeline within the City of La Porte, approved upon HSC addressing all outstanding staff comments to the satisfaction of the City Manager; the motion was adopted, 8-0.

#### 4. PUBLIC HEARINGS AND ASSOCIATED ITEMS

- (a) The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2019-3765 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Special Conditional Use Permit #19-91000007, to allow for a single duplex home on a 0.12-acre tract of land, legally described as Lots 10 and 11, Block 30, Beach Park Subdivision in the Mixed Use (MU) zoning district; followed by discussion, and possible action to consider adopting Ordinance 2019-3765 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Special Conditional Use Permit #19-91000007 to allow for a single duplex home on a 0.12-acre tract of land, legally described as Lots 10 and 11, Block 30, Beach Park Subdivision in the Mixed Use (MU) zoning district. [Ian Clowes, City Planner]

Mayor Rigby opened the public hearing at 6:50 p.m. Ian Clowes gave a brief presentation on item 6(a). Philip Hoot spoke of his concern that the Planning and Zoning Commission was not able to present its own opinions. The City Attorney clarified that use table required the SCUP, as a duplex would be a conditional use in this location. Charles Anders of Bayway Homes, the builder, clarified they had no intent to cause discord and had had success in working with staff and the Commission. Mayor Rigby closed the public hearing at 7:00 p.m.

Councilperson Engelken moved that the Council adopt Ordinance 2019-3765 to approve Special Conditional Use Permit (SCUP) #19-91000007, for a 0.12-acre tract of land located at 536 Bayshore Drive, legally described as Lots 10 & 11, Block 30, Beach Park Subdivision; the motion was adopted, 9-0.

- (b) The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2019-3766 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 6.921-acre tract of land located at the 3400 Block of Canada Rd, and legally described as Reserve A, Block 1 Dawson Subdivision, by changing the land use designation from "Mid-High Density Residential" to "Commercial"; followed by discussion, and possible action regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2019-3766 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 6.921-acre tract of land located at the 3400 Block of Canada Rd, and legally described as Reserve A, Block 1 Dawson Subdivision, by changing the land use designation from "Mid-High Density Residential" to "Commercial". [Ian Clowes, City Planner]

Mayor Rigby opened the public hearing at 7:05 p.m. Ian Clowes gave a brief presentation on items 6(b) and 6 (c). Dean Lawther, a builder, spoke in support of the ordinance, noting the issues concerning the feasibility of residential property at this location. Ryan Sweezy, the developer, spoke in support of the ordinance, believing it to be ideal for the development of the boat and RV storage he has planned. Chuck Rosa spoke in support of the ordinance, recounting his memory of the Planning and Zoning Commission proceedings. Philip Hoot spoke in opposition to the ordinance, based on concerns about drainage and the rarity of R2 property in the city. Brad Carpenter spoke in support of the ordinance and the proposed business and potential tax revenue. John Blakemore spoke in opposition to the ordinance as a representative of the adjacent HOA, which has concerns over noise and diesel fumes. The Mayor closed the public hearing at 7:39 p.m.

Councilperson Engelken moved that the Council uphold the Planning and Zoning Commission's denial of the application for a change to the Future Land Use Map at the 3400 Block of Canada Road, and legally described as Reserve A, Block 1 Dawson Subdivision; the motion was adopted, 9-0.

- (c) **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2019-3767 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #19-92000006, a change from Mid Density Residential (R-2) to General Commercial (GC) for a 6.921-acre tract of land located at the 3400 Block of Canada Rd. and legally described as Reserve A, Block 1, Dawson Subdivision; followed by discussion, and possible action to consider adopting Ordinance 2019-3767 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #19-92000006, a change from Mid Density Residential (R-2) to General Commercial (GC) for a 6.921-acre tract of land located at the 3400 Block of Canada Road and legally described as Reserve A, Block 1, Dawson Subdivision. [Ian Clowes, City Planner]**

Mayor Rigby opened the public hearing at 7:43 p.m. No comments were offered. The Mayor closed the public hearing at 7:44 p.m.

Councilperson Engelken moved that the Council uphold the Planning and Zoning Commission's denial of the application for zone change for a 6.921-acre tract of land located at the 3400 Block of Canada Road, and legally described as Reserve A, Block 1 Dawson Subdivision; the motion was adopted, 8-1, Councilperson Martin voting against the motion.

## 5. STATUTORY AGENDA

- (a) **Presentation, discussion, and possible action to adopt a City sponsorship policy. [Corby Alexander, City Manager]**

Councilperson Earp moved to adopt a City sponsorship policy with an amendment to strike \$5,000 and insert \$1,000 in the final bullet under Section II. Policy. Councilperson Garza moved to amend by striking the second sentence of the sixth bullet point under Section II. Policy, reading *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.*; the amendment was adopted, 7-2, Councilpersons Earp and Engelken voting against.

Councilperson Garza moved to amend the amended main motion by striking \$1,000 and insert \$1,500. The motion was not seconded and was not considered by the Council. The main motion as originally amended [*\$1,000 and removal of sentence in sixth bullet*] was adopted, 9-0.

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

Without objection, the item was pulled from consideration by the Council by the Mayor.

- (c) **Presentation and discussion from the Warehouse Committee. [Teresa Evans, Planning and Development Director]**

Planning and Development Director Teresa Evans provided information on the Committee's work. Councilperson Bentley moved that the Council request the Planning & Zoning Commission consider and provide recommendations for proposed amendments to Chapter 106-Zoning; the motion was adopted 9-0.

## 6. REPORTS

### (a) Receive a report on the Drainage and Flooding Committee meeting. [Councilperson Martin]

Councilperson Martin reported on the Drainage and Flooding Committee meeting, relaying that Harris County Flood Control District was expected but did not attend. He said the Committee approved moving ahead with the top three priority projects instead of continuing to wait indefinitely on grant funding. Additionally, he announced the Committee will next meet on December 9.

### (b) Receive a report on the La Porte Development Corporation Board meeting. [Councilperson Engelken]

Councilperson Engelken reported on the La Porte Development Corporation Board meeting, saying the Board voted to approve opening a 60-day comment period on the CIP projects the Corporation would fund over the next two years; to select a design for one of the utility boxes to be wrapped on Main Street; and to consider renderings for the other boxes at future meetings. He said the Board would meet next on January 27.

## 7. ADMINISTRATIVE REPORTS

- Fiscal Affairs Committee Meeting, Monday, December 9, 2019
- City Council Meeting, Monday, December 9, 2019
- Planning and Zoning Commission Meeting, Thursday, December 19, 2019

City Manager Corby Alexander said there were no reports.

## 8. 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 congratulated all recognized at the beginning of the meeting, including those from City University, Ashley Lovercheck, and Alex Osmond; thanked the Planning Department for all their work with the Warehouse Committee; noted in approval the overdue mowing at the Army Reserve building; gave appreciation to EMS; lauded all veterans for their service and a daily debt owed them; offered support for the proposal for a cat trap/neuter/release program; shared their attendance at the LPHS Veterans Day ceremony today; expressed concern over access issues that have arisen between Harris County and the Sylvan Beach Pavilion and potential resolution; noted Citizens Police Academy graduation and thanked LPPD for the excellence of the program; offered appreciation to Parks and Recreation for the City University; said Agape Centric is hosting a canned food drive at Five Points from 12-2 this Saturday; thanked Maria Luevano, who worked as a temp in the CSO until Gladis Sanchez' return today; thanked the City Manager and the Police Department for taking care of the graffiti in the park; recounted the EOC drill last week and how well it went; and wished all a Happy Thanksgiving.

## 9. EXECUTIVE SESSION

- City Council will meet in Executive Session pursuant to Texas Government Code, Chapter 551, Section 551.071(1)(A) pending or contemplated litigation, to meet with the Assistant City Attorney and City Manager to discuss settlement negotiations in connection with the case of Tradebe Environmental Service, LLC vs. the City of La Porte. [Assistant City Attorney Clark T. Askins]**
- City Council will meet in Executive Session pursuant to Texas Government Code, Chapter 551, Section 551.071(1)(A) pending or contemplated litigation, to meet with the Assistant City Attorney and City Manager to discuss settlement negotiations in connection with the case of Oakland Land Development, LLC vs. the City of La Porte. [Assistant City Attorney Clark T. Askins]**

The Council adjourned into executive session at 8:43 p.m.

## 10. RECONVENE – Take action on items discussed in executive session, if needed.

The Council reconvened into open session at 9:28 p.m. Councilperson Engelken moved to accept the settlement agreement as discussed in the executive session in Tradebe Environmental Services vs. the City of La Porte; the motion was adopted, 9-0. No action was taken on item 9b.

**ADJOURN** – Without objection, Mayor Rigby adjourned the meeting at 9:29 p.m.

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Lee Woodward, City Secretary



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 2019</u>
Requested By: <u>Corby D. Alexander, City Mgr.</u>
Department: <u>Administration</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:** Pipeline Easement Agreements, appraisal, and Area Map

### SUMMARY

HSC Pipeline Partnership, LLC has approached the City to acquire a 16" wide pipeline easement and springing temporary workspace easement for construction of an ethylene pipeline. The proposed pipeline easement will be located within two existing CenterPoint Energy (formerly Houston Lighting & Power Company) electrical transmission line easements and parallel multiple existing pipeline easements. The subject property is located between the Union Pacific Railroad right-of-way and the City's Fire Department Training Facility and Public Works Service Center on two City-owned tracts measuring 8.072 acres and 18.378 acres, respectively. The subject property is located on the southeast corner of N. C Street and N. 23<sup>rd</sup> Street and measures a total of 26.45 acres (*see Area Map*).

The proposed acquisition has a centerline length of 1,075.51 feet and a width of 16 inches, and contains a total of 0.034 acre (1,486 sf) of land. The temporary workspace is adjacent to the east and west sides of the permanent easement, has a width of approximately 70 feet on the east side and 30 feet on the west side, and contains a total of 1.76 acres of land (76,666 sf) according to the survey exhibit. The area of extra temporary workspace contains 0.12 acres (5,227 sf). Additionally, a temporary access road is needed, and has a width of 15 feet and a length of 1,075.67 feet, and contains 16,135 sf.

The company has provided an appraisal report and offered the City a total compensation of \$65,147 for the subject easement. The compensation amount is based on the *before and after* technique. In this technique, total compensation due to the owner arises from two sources: the actual compensation (both land and

improvements), plus diminution (damages) and cost to cure items, if any, to the remainder as a result of the acquisition and/or the project.

Pending final action by the City Council, HSC Pipeline Partnership, LLC will submit payment to the City for the easement in the amount \$65,147 once they have a signed easement agreement.

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**RECOMMENDED MOTION**

***I move to authorize the City to convey a 16-inch wide easement to HSC Pipeline Partnership, LLC for the construction of a 16" Ethylene Pipeline.***

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**Approved for the City Council meeting agenda**

\_\_\_\_\_  
**Corby D. Alexander, City Manager**

\_\_\_\_\_  
**Date**

Project: Morgan's Point to Bayport  
Tract #: TX-HR-0026.00000  
TX-HR-0027.00000  
Harris County, Texas

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

**MEMORANDUM OF PERMANENT EASEMENT AGREEMENT**

THE STATE OF TEXAS                   §  
  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

That the undersigned, **CITY OF LA PORTE**, a municipal corporation of Harris County, Texas, hereinafter referred to as "Grantor" (whether one or more), whose address is 604 W. Fairmont Parkway, La Porte, Texas 77571, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has entered into a Permanent Easement Agreement, herein referred to as the "Easement," with **HSC Pipeline Partnership, LLC**, a Texas limited liability company, whose mailing address is P. O. Box 4324, Houston, Texas, 77210-4324 (hereinafter called "Grantee"), its successors and assigns, granting and conveying to Grantee those certain permanent and temporary easements, which are more particularly described and depicted on the attached Exhibits "A" and "B" for Tract #TX-HR-0026.00000 and Exhibits "A" and "B" for Tract #TX-HR-0027.00000 attached hereto and incorporated herein for all intents and purposes.

This Memorandum of Permanent Easement Agreement (the "Memorandum") may be executed in several counterparts, each of which shall be an original of this Memorandum but all of which, taken together, shall constitute one and the same Memorandum and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

All prospective assignees, mortgagees or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the Easement and the terms and provisions thereof and can contact the parties to determine the terms and provisions thereof.

The Easement contains other provisions that limit and restrict the rights of the parties in relation to their specific interests in and to the property covered by the Easement.

\*\*\*\*\* *Remainder of this page intentionally left blank* \*\*\*\*\*



**Exhibit "A"**  
**TX-HR-0026.00000**  
**HARRIS COUNTY, TEXAS**  
**HSC PIPELINE PARTNERSHIP, LLC**  
 Sixteen Inch (16") Wide Permanent Easement  
 A Called 8.072 Acre Tract  
**CITY OF LA PORTE, TX**  
 Located in the Richard Pearsall 1/3 League A-625

**LEGAL DESCRIPTION:**

A centerline description of a Sixteen Inch (16") wide permanent easement being situated in the Richard Pearsall 1/3 League A-625, Harris County, Texas, and being out of a called 8.072 acre tract of land described in the deed to City of La Porte recorded in Film Code No. 066-75-2158, Entry Number K867743 of the Official Public Records of Harris County, Texas. The sideline boundaries of said Sixteen Inch (16") wide permanent easement are located 8 inches to the right and 8 inches to the left of the below described centerline survey. Said sideline boundaries are located parallel with and adjacent to said centerline survey and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline survey of the herein described Sixteen Inch (16") wide permanent easement being more fully described as follows:

**BEGINNING** at a calculated point in the north property line of said 8.072 acre tract, same being a south property line of a called 60.8659 acre tract described in a deed to Joe Swinbank Family Limited Partnership, recorded in Entry Number RP-2017-321602 of the Official Public Records of Harris County, Texas, and being the "POINT OF BEGINNING" (P.O.B.) of the centerline described herein, from which a 5/8" iron rod with cap stamped "THOMAS" found at the southwest corner of said 8.072 acre tract, same being in the north property line of a called 18.378 acre tract described in the deed to City of La Porte recorded in Film Code Number 128-96-0926, Entry Number G092635 of the Official Public Records of Harris County, Texas, also being a southeast corner of said 60.8659 acre tract, bears South 48° 54' 02" West a distance of 747.06 feet.

**THENCE**, over and across said 8.072 acre tract, South 03° 04' 54" East a distance of 460.67 feet to a calculated point in the south property line of said 8.072 acre tract, same being the north property line of said 18.378 acre tract for the "POINT OF TERMINATION" (P.O.T.) of the centerline described herein, from which said iron rod bears South 86° 58' 18" West, a distance of 588.55 feet.

The total centerline length of said Sixteen Inch (16") wide permanent easement is 460.67 feet (27.9 rods). The total permanent easement is 615 square feet, more or less. The total temporary workspace is 0.76 acre, more or less. The total extra temporary workspace is 0.06 acre, more or less. The total springing temporary workspace is 0.30 acre, more or less.

The above-described permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. TX-HR-0026.00000-REV1.DWG) dated 06/12/19, as revised 07/08/19, titled "HSC PIPELINE PARTNERSHIP, LLC, 16" WIDE PERMANENT EASEMENT ACROSS THE CITY OF LA PORTE TRACT, LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625, HARRIS COUNTY, TEXAS" and is attached hereto as Exhibit "B".

**NOTES:**

Bearings and distances indicated herein are grid derived and are referenced to the Texas State Plane Coordinate System, NAD83 South Central Zone, US Survey Foot, as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Harris County, Texas, and was furnished by Pinnacle Resources Group LLC.

MORRIS P. HEBERT, INC.  
1540 UNIVERSAL CITY BLVD  
UNIVERSAL CITY, TEXAS 78148  
FIRM REGISTRATION NO. 10193717  
(210) 366-9350: voice



*G. Alex Teague*  
G. ALEX TEAGUE, TX. LICENSE NO. 6623

**APPROVED: JULY 8, 2019**

**EXHIBIT "B"**  
**HARRIS COUNTY, TEXAS**  
**RICHARD PEARSALL 1/3 LEAGUE A-625**

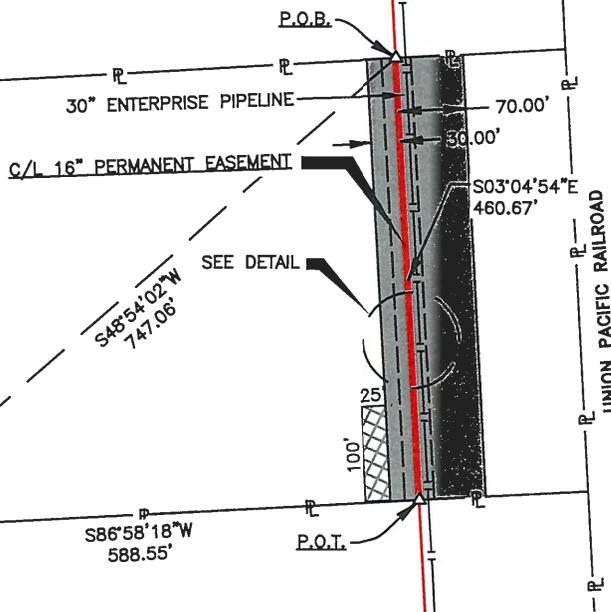
TEXAS COORDINATE SYSTEM  
 (1983 SOUTH CENTRAL ZONE)

**TX-HR-0026.00000**  
**CITY OF LA PORTE**  
 A CALLED 8.072 ACRE TRACT  
 FILM CODE NO. 066-75-2158, ENTRY NO. K867743  
 OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS  
 TOTAL CENTERLINE LENGTH = 460.67 FEET (27.9 RODS)  
 TOTAL PERMANENT EASEMENT = ±615 SQUARE FEET  
 TOTAL TEMPORARY WORKSPACE = ±0.76 ACRE  
 TOTAL EXTRA TEMPORARY WORKSPACE = ±0.06 ACRE  
 TOTAL SPRINGING TEMPORARY WORKSPACE = ±0.30 ACRE

**TX-HR-0024.00000**  
**ADJACENT TRACT**  
**JOE SWINBANK FAMILY LIMITED**  
**PARTNERSHIP**  
 A CALLED 60.8659 ACRE TRACT  
 ENTRY NO. RP-2017-321602  
 OFFICIAL PUBLIC RECORDS OF  
 HARRIS COUNTY, TEXAS

**TX-HR-0027.00000**  
**ADJACENT TRACT**  
**CITY OF LA PORTE**  
 A CALLED 18.378 ACRE TRACT  
 FILM CODE NO. 128-96-0926,  
 ENTRY NO. G092635  
 OFFICIAL PUBLIC RECORDS OF  
 HARRIS COUNTY, TEXAS

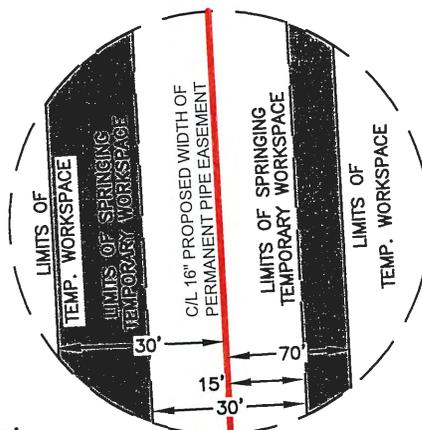
P.O.R. FOUND  
 5/8" IRON  
 ROD W/CAP  
 "THOMAS"



**LEGEND**

- PROPERTY LINE
- REFERENCE LINE
- EXISTING PIPELINE
- TEMPORARY WORKSPACE
- SPRINGING TEMPORARY WORKSPACE
- MONUMENT (AS NOTED)
- CALCULATED POINT
- P.O.B.
- P.O.T.
- P.O.R.
- RECORD INFORMATION
- EXTRA TEMPORARY WORKSPACE

**DETAIL**  
 NOT TO SCALE



**PLAN**

**GRAPHIC SCALE**



**NOTES:**

SURVEY PERFORMED ON 04/17/19.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR DEPICTING THE PROPERTY BOUNDARIES SHOWN HEREON WERE PROVIDED BY PINNACLE RESOURCES GROUP LLC.

AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.

ALL BEARINGS AND COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE, US SURVEY FOOT AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) STATIC SURVEY. DISTANCES SHOWN HEREIN ARE BASED ON GRID.

A LEGAL DESCRIPTION OF THIS PERMANENT EASEMENT (EXHIBIT "A") HEREWITH ACCOMPANIES THIS PLAT.



APPROVED: *G. Alex Teague*  
 G. ALEX TEAGUE, TX. LICENSE NO. 6623  
 MORRIS P. HEBERT, INC.  
 1540 UNIVERSAL CITY BLVD.  
 UNIVERSAL CITY, TEXAS 78148

1	07/08/19	BD	ADDED SPRINGING TEMPORARY WORKSPACE
NO.	DATE	REV. BY:	REVISION

**HSC PIPELINE PARTNERSHIP, LLC**

16" WIDE PERMANENT EASEMENT ACROSS THE  
 CITY OF LA PORTE TRACT  
 LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625  
 HARRIS COUNTY, TEXAS

DRAWN BY: AB	SHEET: 1 OF 1
CHKD./APPD. BY: GAT	SCALE: 1" = 200'
UPDATED BY: AB	DATE: 06/12/19
DATA BASE: 13448	JOB NO. 13448
MPH CAD FILE: TX-HR-0026.00000_REV1.DWG	

**Exhibit "A"**  
**TX-HR-0027.00000**  
**HARRIS COUNTY, TEXAS**  
**HSC PIPELINE PARTNERSHIP, LLC**  
Sixteen Inch (16") Wide Permanent Easement  
A Called 18.378 Acre Tract  
**CITY OF LA PORTE**  
Located in the Richard Pearsall 1/3 League A-625

**LEGAL DESCRIPTION:**

A centerline description of a Sixteen Inch (16") wide permanent easement being situated in the Richard Pearsall 1/3 League A-625, Harris County, Texas, and being out of a called 18.378 acre tract of land described in the deed to City of La Porte recorded in Film Code No. 128-96-0926, Entry No. G092635 of the Official Public Records of Harris County, Texas. The sideline boundaries of said Sixteen Inch (16") wide permanent easement are located 8 inches to the right and 8 inches to the left of the below described centerline survey. Said sideline boundaries are located parallel with and adjacent to said centerline survey and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline survey of the herein described Sixteen Inch (16") wide permanent easement being more fully described as follows:

**BEGINNING** at a calculated point in the north property line of said 18.378 acre tract and the south property line of a called 8.072 acre tract described in a deed to City of La Porte, being the "POINT OF BEGINNING" (P.O.B.) of the centerline described herein, from which a found 5/8" iron rod with cap stamped "THOMAS" in the north property line of said 18.378 acre tract at the southeast corner of a called 60.8659 acre tract described in the deed to Joe Swinbank Family Limited Partnership and being the southwest corner of a called 8.072 acre tract described in a deed to City of La Porte, bears South 86° 58' 18" West a distance of 588.55 feet.

**THENCE**, over and across said 18.378 acre tract South 03° 04' 54" East a distance of 614.84 feet to a calculated point in the south property line of said 18.378 acre tract and the north property line of the remainder of a called 3.461 acre tract described in a deed to Lavaca Pipeline Company, for the "POINT OF TERMINATION" (P.O.T.) of the centerline described herein, from which a found 5/8" iron rod in the south property line of said 18.378 acre tract at the northwest corner of said 3.461 acre tract, bears South 86° 57' 49" West a distance of 50.55 feet.

The total centerline length of said Sixteen Inch (16") wide permanent easement is 614.84 feet (37.3 rods). The total permanent easement is 0.02 acre, more or less. The total temporary workspace is 1.00 acres, more or less. The total extra temporary workspace is 0.06 acre, more or less. The total springing temporary workspace is 0.40 acre, more or less.

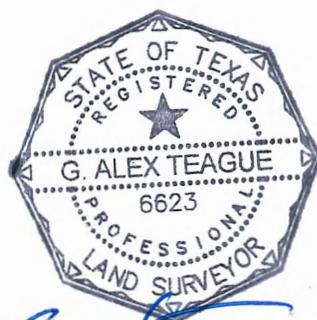
The above-described permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. TX-HR-0027.00000\_REV1.DWG) dated 06/12/19, as revised 07/08/19, titled "HSC PIPELINE PARTNERSHIP, LLC 16" WIDE PERMANENT EASEMENT ACROSS THE CITY OF LA PORTE TRACT LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625, HARRIS COUNTY, TEXAS" and is attached hereto as Exhibit "B".

**NOTES:**

Bearings and distances indicated herein are grid derived and are referenced to the Texas State Plane Coordinate System, NAD83 South Central Zone, US Survey Foot, as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Harris County, Texas, and was furnished by Pinnacle Resources Group LLC.

MORRIS P. HEBERT, INC.  
1540 UNIVERSAL CITY BLVD  
UNIVERSAL CITY, TEXAS 78148  
FIRM REGISTRATION NO. 10193717  
(210) 366-9350: voice



APPROVED: JULY 8, 2019

*G. Alex Teague*  
G. ALEX TEAGUE, TX LICENSE NO. 6623

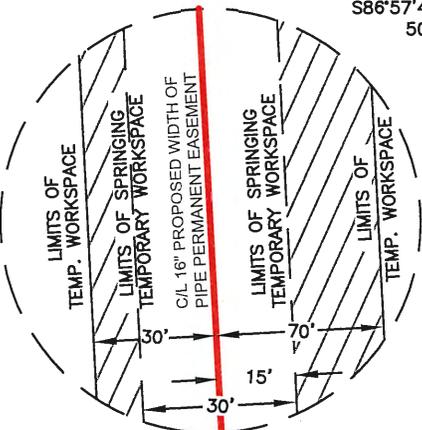
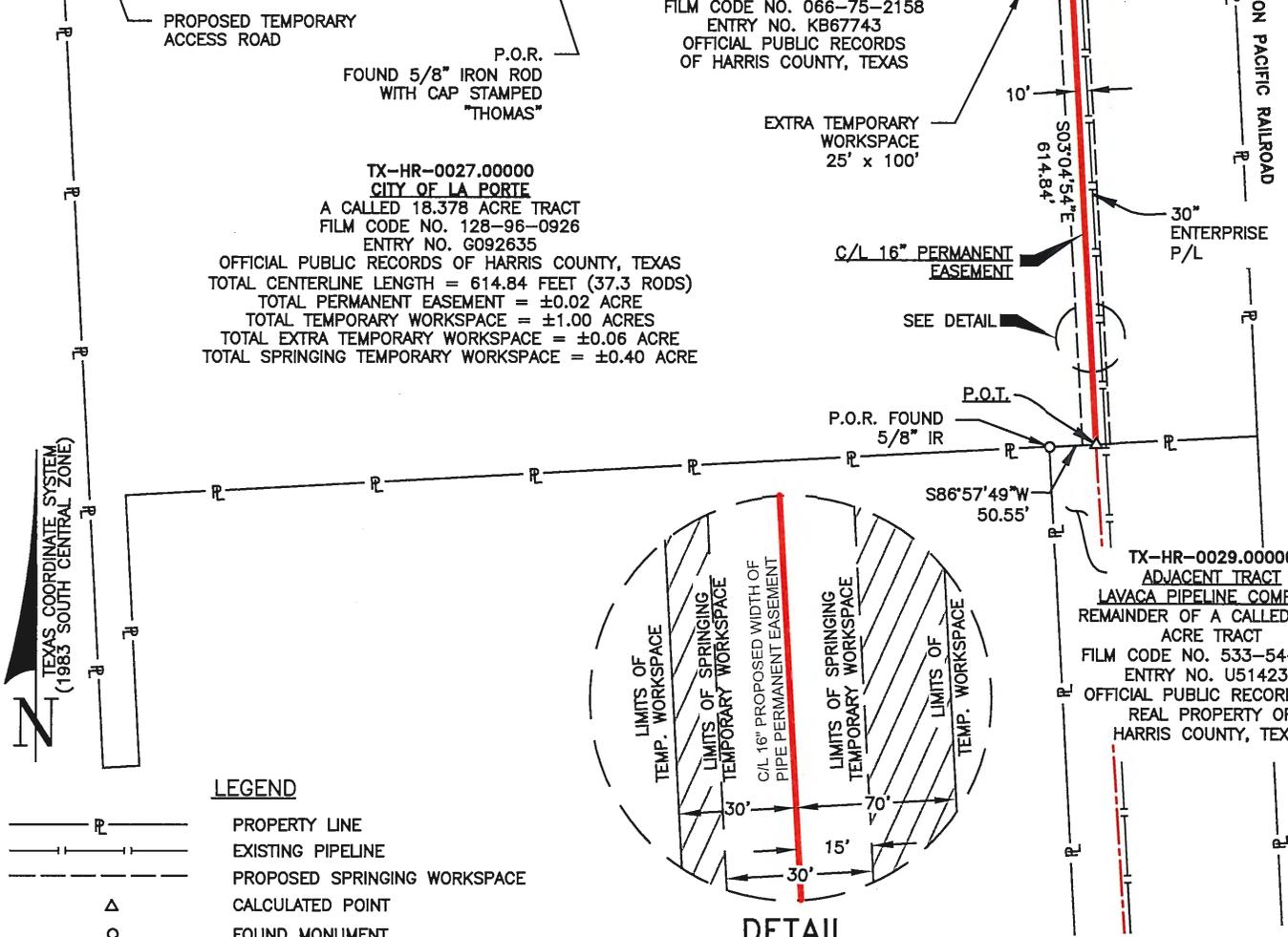
EXHIBIT "B"  
**HARRIS COUNTY, TEXAS**  
**RICHARD PEARSALL 1/3 LEAGUE A-625**

TX-HR-0024.00000  
 ADJACENT TRACT  
 JOE SWINBANK FAMILY LIMITED PARTNERSHIP  
 A CALLED 60.8659 ACRE TRACT  
 ENTRY NO. 2017-321602  
 OFFICIAL PUBLIC RECORDS OF  
 HARRIS COUNTY, TEXAS

S86°58'18"W  
 588.55'  
 TX-HR-0026.00000  
 ADJACENT TRACT  
 CITY OF LA PORTE  
 A CALLED 8.072 ACRE TRACT  
 FILM CODE NO. 066-75-2158  
 ENTRY NO. KB67743  
 OFFICIAL PUBLIC RECORDS  
 OF HARRIS COUNTY, TEXAS

TX-HR-0027.00000  
 CITY OF LA PORTE  
 A CALLED 18.378 ACRE TRACT  
 FILM CODE NO. 128-96-0926  
 ENTRY NO. G092635  
 OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS  
 TOTAL CENTERLINE LENGTH = 614.84 FEET (37.3 RODS)  
 TOTAL PERMANENT EASEMENT = ±0.02 ACRE  
 TOTAL TEMPORARY WORKSPACE = ±1.00 ACRES  
 TOTAL EXTRA TEMPORARY WORKSPACE = ±0.06 ACRE  
 TOTAL SPRINGING TEMPORARY WORKSPACE = ±0.40 ACRE

TX-HR-0029.00000  
 ADJACENT TRACT  
 LAVACA PIPELINE COMPANY  
 REMAINDER OF A CALLED 3.461  
 ACRE TRACT  
 FILM CODE NO. 533-54-2852  
 ENTRY NO. U514237  
 OFFICIAL PUBLIC RECORDS OF  
 REAL PROPERTY OF  
 HARRIS COUNTY, TEXAS



- LEGEND**
- P — PROPERTY LINE
  - - - EXISTING PIPELINE
  - - - PROPOSED SPRINGING WORKSPACE
  - △ CALCULATED POINT
  - FOUND MONUMENT
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINATION
  - P.O.R. POINT OF REFERENCE
  - ( ) RECORD INFORMATION

**NOTES:**

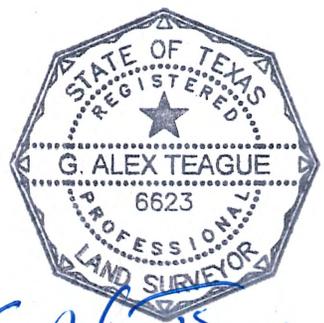
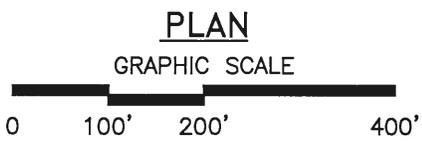
SURVEY PERFORMED ON 04/17/19.

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APPROVED: *G. Alex Teague*  
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 UNIVERSAL CITY, TEXAS 78148

1	07/08/19	BD	ADDED SPRINGING TEMPORARY WORKSPACE
NO.	DATE	REV. BY:	REVISION

**HSC PIPELINE PARTNERSHIP, LLC**

**16" WIDE PERMANENT EASEMENT ACROSS THE  
 CITY OF LA PORTE TRACT  
 LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625  
 HARRIS COUNTY, TEXAS**

DRAWN BY: G.A.	SHEET: 1 OF 1
CHKD./APPD. BY: GAT	SCALE: 1" = 200'
UPDATED BY: AB	DATE: 06/12/19
DATA BASE: 13448	JOB NO. 13448
MPH CAD FILE: TX-HR-0027.00000_REV1.DWG	

**Project: Morgan's Point to Bayport**  
**Tract #: TX-HR-0026.00000**  
**TX-HR-0027.00000**  
**Harris County, Texas**

**DO NOT RECORD THIS EASEMENT**  
**ONLY A MEMORANDUM OF THIS EASEMENT IS TO BE RECORDED**

**PERMANENT EASEMENT AGREEMENT**

This Permanent Easement Agreement (the "Agreement"), is by and between **CITY OF LA PORTE**, a municipal corporation of Harris County, Texas, whose address is 604 W. Fairmont Parkway, La Porte, Texas 77571 (hereinafter referred to as "Grantor", whether one or more), and **HSC Pipeline Partnership, LLC**, a Texas limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive free and unobstructed permanent easement, for a pipeline not to exceed sixteen inches (16") in nominal diameter in order to, among other rights described below, construct, operate and maintain one (1) pipeline (the "Pipeline") not to exceed 1875 psig, and any appurtenant facilities in, over, through, across, under, and along land owned by Grantor, said easement route generally shown or described on Exhibits "A" and "B" for Tract #TX-HR-0026.00000 and Exhibits "A" and "B" for Tract #TX-HR-0027.00000 attached hereto ("the Permanent Easement"). Upon completion of the initial construction of the Pipeline, the Permanent Easement shall be limited to the width of the Pipeline as constructed. It is agreed between the parties that during any subsequent maintenance, inspection, replacement, repair and/or removal of the Pipeline, Grantee shall have the re-occurring right, from time to time, to use an additional temporary easement and right-of-way as reasonably necessary, but in no event greater than thirty feet (30') in width as more particularly described and depicted on Exhibits "A" and "B" for Tract #TX-HR-0026.00000 and Exhibits "A" and "B" for Tract #TX-HR-0027.00000 (the "Springing Temporary Workspace Easement"). Upon completion of each instance of subsequent maintenance, inspection, replacement, repair and/or removal activities by Grantee, the Springing Temporary Workspace Easement will cease and all rights will revert back to the permanent width of the Permanent Easement until such time as the Grantee has the need to perform additional maintenance, inspection, preplacement, repair and/or removal activities.

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace and extra/additional temporary workspace, if any, as generally described in Exhibits "A" and "B" for Tract #TX-HR-0026.00000 and Exhibits "A" and "B" for Tract #TX-HR-0027.00000 attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the property and to restore the property as required under this Agreement (the "Temporary Construction Easement") (the "Springing Temporary Workspace Easement and Temporary Construction Easement, collectively the "Temporary Easement") (the "Permanent Easement" and "Temporary Easement" collectively the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend twelve (12) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the Temporary Construction Easement prior to the expiration of said period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, and the transportation of Ethylene, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement.
2. Grantee shall bury the Pipeline to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.
3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee in the exercise of any rights granted hereby to a condition that existed prior to Grantee's use.
4. Grantee shall have the right to select the exact location of the Pipeline on Grantor's property. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project.

5. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline, including, but not limited to, damages to growing crops, and related facilities. The initial consideration does not cover any damages, which may accrue from time to time to Grantor's other lands or the Permanent Easement by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

6. Grantee shall have the right to remove any fence that now crosses or may cross the Easements during initial construction of the Pipeline or thereafter. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements subject to the terms of Paragraph 9; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the prior written permission of Grantee, which shall not be unreasonably withheld. Grantor, Grantor's heirs, successors and assigns shall have the right, after prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement, provided that all of Grantee's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, without liability to Grantor for damages.

8. Grantee, while the Temporary Easement is in effect, has the right, without paying any damages to Grantor, to mow and/or trim or cut down or eliminate any trees or shrubbery from the Easements and, thereafter, from time to time, without paying any damages to Grantor, to prevent, in Grantee's sole judgment, possible interference with the operation and maintenance of the Pipeline and/or to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and appurtenant facilities. All trees and brush removed during construction and other debris generated during construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easements, but it will be permitted to extract the oil, gas, and other minerals from and under the Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

11. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline, associated equipment and appurtenances thereto.

12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

13. Grantee shall cause no above-ground appurtenances to be constructed on the Permanent Easement, with the exception of safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the Pipeline, including, without limitation, alternating current mitigation equipment, cathodic test leads and pipeline markers which, when practicable, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, points of intersection and, or at any other location required by applicable law, regulation, policy or rule.

14. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

15. Grantee shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment.

16. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

17. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

18. GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT).

19. It is agreed that neither this Agreement nor any amendment thereto will be filed in any public records. In lieu of filing this Agreement of record, Grantor and Grantee agree that a Memorandum of this Agreement (the "Memorandum"), making appropriate reference hereto, shall be filed for record in the county in which the property is located. In the event of any conflict between this Agreement and the Memorandum, the provisions of the Memorandum shall control.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.



**Exhibit "A"**  
**TX-HR-0026.00000**  
**HARRIS COUNTY, TEXAS**  
**HSC PIPELINE PARTNERSHIP, LLC**  
 Sixteen Inch (16") Wide Permanent Easement  
 A Called 8.072 Acre Tract  
**CITY OF LA PORTE, TX**  
 Located in the Richard Pearsall 1/3 League A-625

**LEGAL DESCRIPTION:**

A centerline description of a Sixteen Inch (16") wide permanent easement being situated in the Richard Pearsall 1/3 League A-625, Harris County, Texas, and being out of a called 8.072 acre tract of land described in the deed to City of La Porte recorded in Film Code No. 066-75-2158, Entry Number K867743 of the Official Public Records of Harris County, Texas. The sideline boundaries of said Sixteen Inch (16") wide permanent easement are located 8 inches to the right and 8 inches to the left of the below described centerline survey. Said sideline boundaries are located parallel with and adjacent to said centerline survey and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline survey of the herein described Sixteen Inch (16") wide permanent easement being more fully described as follows:

**BEGINNING** at a calculated point in the north property line of said 8.072 acre tract, same being a south property line of a called 60.8659 acre tract described in a deed to Joe Swinbank Family Limited Partnership, recorded in Entry Number RP-2017-321602 of the Official Public Records of Harris County, Texas, and being the "POINT OF BEGINNING" (P.O.B.) of the centerline described herein, from which a 5/8" iron rod with cap stamped "THOMAS" found at the southwest corner of said 8.072 acre tract, same being in the north property line of a called 18.378 acre tract described in the deed to City of La Porte recorded in Film Code Number 128-96-0926, Entry Number G092635 of the Official Public Records of Harris County, Texas, also being a southeast corner of said 60.8659 acre tract, bears South 48° 54' 02" West a distance of 747.06 feet.

**THENCE**, over and across said 8.072 acre tract, South 03° 04' 54" East a distance of 460.67 feet to a calculated point in the south property line of said 8.072 acre tract, same being the north property line of said 18.378 acre tract for the "POINT OF TERMINATION" (P.O.T.) of the centerline described herein, from which said iron rod bears South 86° 58' 18" West, a distance of 588.55 feet.

The total centerline length of said Sixteen Inch (16") wide permanent easement is 460.67 feet (27.9 rods). The total permanent easement is 615 square feet, more or less. The total temporary workspace is 0.76 acre, more or less. The total extra temporary workspace is 0.06 acre, more or less. The total springing temporary workspace is 0.30 acre, more or less.

The above-described permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. TX-HR-0026.00000-REV1.DWG) dated 06/12/19, as revised 07/08/19, titled "HSC PIPELINE PARTNERSHIP, LLC, 16" WIDE PERMANENT EASEMENT ACROSS THE CITY OF LA PORTE TRACT, LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625, HARRIS COUNTY, TEXAS" and is attached hereto as Exhibit "B".

**NOTES:**

Bearings and distances indicated herein are grid derived and are referenced to the Texas State Plane Coordinate System, NAD83 South Central Zone, US Survey Foot, as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Harris County, Texas, and was furnished by Pinnacle Resources Group LLC.

MORRIS P. HEBERT, INC.  
1540 UNIVERSAL CITY BLVD  
UNIVERSAL CITY, TEXAS 78148  
FIRM REGISTRATION NO. 10193717  
(210) 366-9350: voice



*G. Alex Teague*  
G. ALEX TEAGUE, TX. LICENSE NO. 6623

**APPROVED: JULY 8, 2019**

**EXHIBIT "B"**  
**HARRIS COUNTY, TEXAS**  
**RICHARD PEARSALL 1/3 LEAGUE A-625**

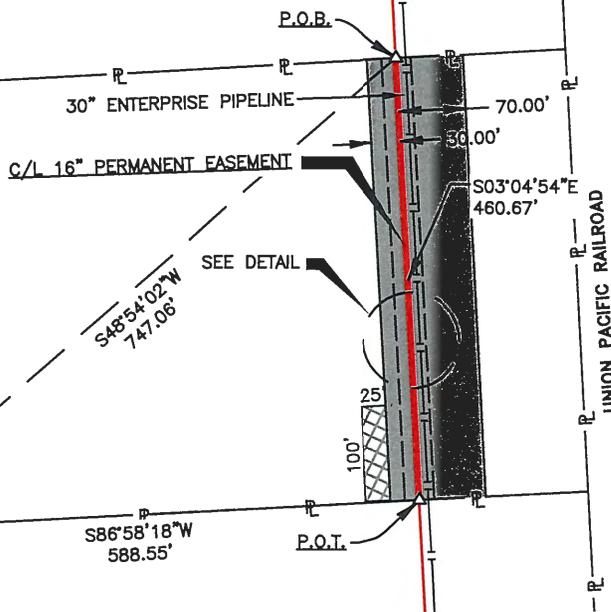
TEXAS COORDINATE SYSTEM  
 (1983 SOUTH CENTRAL ZONE)

**TX-HR-0026.00000**  
**CITY OF LA PORTE**  
 A CALLED 8.072 ACRE TRACT  
 FILM CODE NO. 066-75-2158, ENTRY NO. K867743  
 OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS  
 TOTAL CENTERLINE LENGTH = 460.67 FEET (27.9 RODS)  
 TOTAL PERMANENT EASEMENT = ±615 SQUARE FEET  
 TOTAL TEMPORARY WORKSPACE = ±0.76 ACRE  
 TOTAL EXTRA TEMPORARY WORKSPACE = ±0.06 ACRE  
 TOTAL SPRINGING TEMPORARY WORKSPACE = ±0.30 ACRE

**TX-HR-0024.00000**  
**ADJACENT TRACT**  
**JOE SWINBANK FAMILY LIMITED**  
**PARTNERSHIP**  
 A CALLED 60.8659 ACRE TRACT  
 ENTRY NO. RP-2017-321602  
 OFFICIAL PUBLIC RECORDS OF  
 HARRIS COUNTY, TEXAS

**TX-HR-0027.00000**  
**ADJACENT TRACT**  
**CITY OF LA PORTE**  
 A CALLED 18.378 ACRE TRACT  
 FILM CODE NO. 128-96-0926,  
 ENTRY NO. G092635  
 OFFICIAL PUBLIC RECORDS OF  
 HARRIS COUNTY, TEXAS

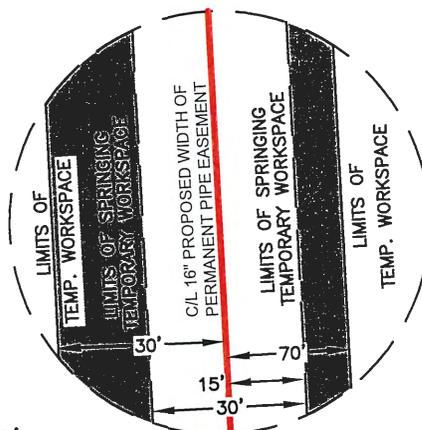
P.O.R. FOUND  
 5/8" IRON  
 ROD W/CAP  
 "THOMAS"



**LEGEND**

- P — PROPERTY LINE
- REF — REFERENCE LINE
- EX — EXISTING PIPELINE
- TW — TEMPORARY WORKSPACE
- STW — SPRINGING TEMPORARY WORKSPACE
- MONUMENT (AS NOTED)
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- P.O.R. POINT OF REFERENCE
- ( ) RECORD INFORMATION
- [Hatched Box] EXTRA TEMPORARY WORKSPACE

**DETAIL**  
 NOT TO SCALE



**PLAN**

GRAPHIC SCALE



**NOTES:**

SURVEY PERFORMED ON 04/17/19.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR DEPICTING THE PROPERTY BOUNDARIES SHOWN HEREON WERE PROVIDED BY PINNACLE RESOURCES GROUP LLC.

AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.

ALL BEARINGS AND COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE, US SURVEY FOOT AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) STATIC SURVEY. DISTANCES SHOWN HEREIN ARE BASED ON GRID.

A LEGAL DESCRIPTION OF THIS PERMANENT EASEMENT (EXHIBIT "A") HERewith ACCOMPANIES THIS PLAT.



APPROVED: *G. Alex Teague*  
 G. ALEX TEAGUE, TX. LICENSE NO. 6623  
 MORRIS P. HEBERT, INC.  
 1540 UNIVERSAL CITY BLVD.  
 UNIVERSAL CITY, TEXAS 78148

1	07/08/19	BD	ADDED SPRINGING TEMPORARY WORKSPACE
NO.	DATE	REV. BY:	REVISION

**HSC PIPELINE PARTNERSHIP, LLC**

16" WIDE PERMANENT EASEMENT ACROSS THE  
 CITY OF LA PORTE TRACT  
 LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625  
 HARRIS COUNTY, TEXAS

DRAWN BY: AB	SHEET: 1 OF 1
CHKD./APPD. BY: GAT	SCALE: 1" = 200'
UPDATED BY: AB	DATE: 06/12/19
DATA BASE: 13448	JOB NO. 13448
MPH CAD FILE: TX-HR-0026.00000_REV1.DWG	

**Exhibit "A"**  
**TX-HR-0027.00000**  
**HARRIS COUNTY, TEXAS**  
**HSC PIPELINE PARTNERSHIP, LLC**  
Sixteen Inch (16") Wide Permanent Easement  
A Called 18.378 Acre Tract  
**CITY OF LA PORTE**  
Located in the Richard Pearsall 1/3 League A-625

**LEGAL DESCRIPTION:**

A centerline description of a Sixteen Inch (16") wide permanent easement being situated in the Richard Pearsall 1/3 League A-625, Harris County, Texas, and being out of a called 18.378 acre tract of land described in the deed to City of La Porte recorded in Film Code No. 128-96-0926, Entry No. G092635 of the Official Public Records of Harris County, Texas. The sideline boundaries of said Sixteen Inch (16") wide permanent easement are located 8 inches to the right and 8 inches to the left of the below described centerline survey. Said sideline boundaries are located parallel with and adjacent to said centerline survey and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline survey of the herein described Sixteen Inch (16") wide permanent easement being more fully described as follows:

**BEGINNING** at a calculated point in the north property line of said 18.378 acre tract and the south property line of a called 8.072 acre tract described in a deed to City of La Porte, being the "POINT OF BEGINNING" (P.O.B.) of the centerline described herein, from which a found 5/8" iron rod with cap stamped "THOMAS" in the north property line of said 18.378 acre tract at the southeast corner of a called 60.8659 acre tract described in the deed to Joe Swinbank Family Limited Partnership and being the southwest corner of a called 8.072 acre tract described in a deed to City of La Porte, bears South 86° 58' 18" West a distance of 588.55 feet.

**THENCE**, over and across said 18.378 acre tract South 03° 04' 54" East a distance of 614.84 feet to a calculated point in the south property line of said 18.378 acre tract and the north property line of the remainder of a called 3.461 acre tract described in a deed to Lavaca Pipeline Company, for the "POINT OF TERMINATION" (P.O.T.) of the centerline described herein, from which a found 5/8" iron rod in the south property line of said 18.378 acre tract at the northwest corner of said 3.461 acre tract, bears South 86° 57' 49" West a distance of 50.55 feet.

The total centerline length of said Sixteen Inch (16") wide permanent easement is 614.84 feet (37.3 rods). The total permanent easement is 0.02 acre, more or less. The total temporary workspace is 1.00 acres, more or less. The total extra temporary workspace is 0.06 acre, more or less. The total springing temporary workspace is 0.40 acre, more or less.

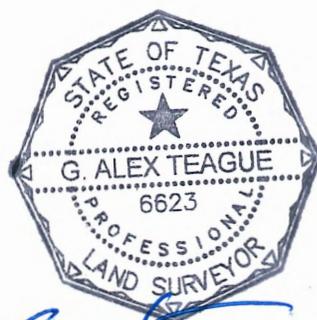
The above-described permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. TX-HR-0027.00000\_REV1.DWG) dated 06/12/19, as revised 07/08/19, titled "HSC PIPELINE PARTNERSHIP, LLC 16" WIDE PERMANENT EASEMENT ACROSS THE CITY OF LA PORTE TRACT LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625, HARRIS COUNTY, TEXAS" and is attached hereto as Exhibit "B".

**NOTES:**

Bearings and distances indicated herein are grid derived and are referenced to the Texas State Plane Coordinate System, NAD83 South Central Zone, US Survey Foot, as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Harris County, Texas, and was furnished by Pinnacle Resources Group LLC.

MORRIS P. HEBERT, INC.  
1540 UNIVERSAL CITY BLVD  
UNIVERSAL CITY, TEXAS 78148  
FIRM REGISTRATION NO. 10193717  
(210) 366-9350: voice



**APPROVED: JULY 8, 2019**

*G. Alex Teague*  
G. ALEX TEAGUE, TX LICENSE NO. 6623

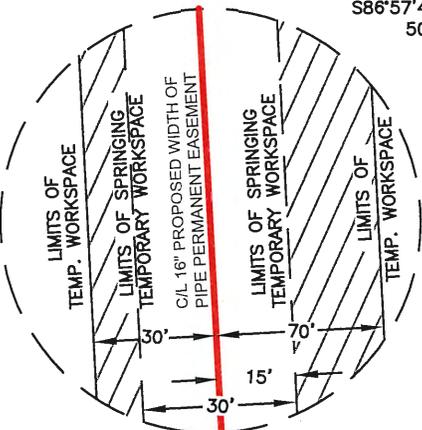
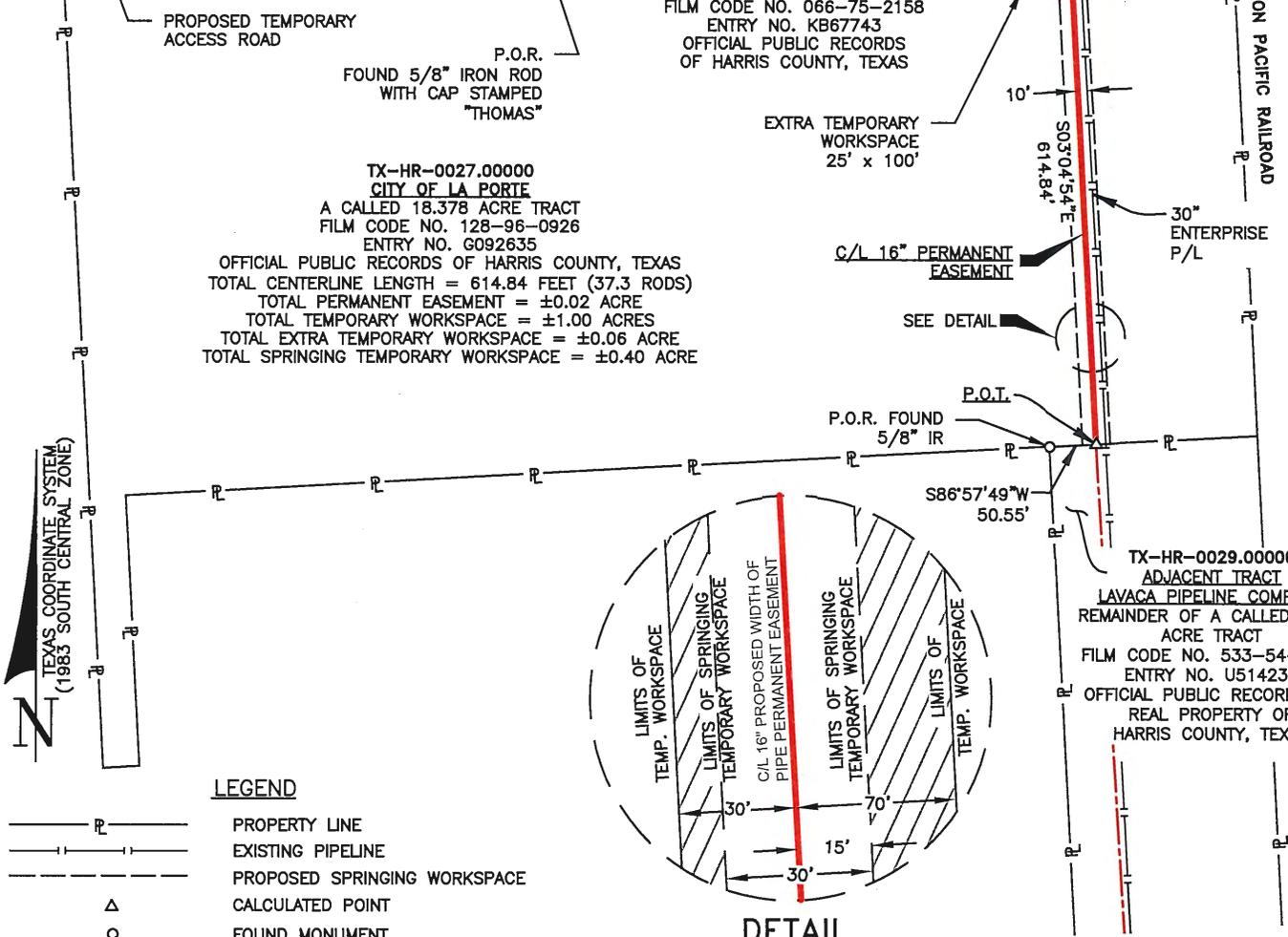
EXHIBIT "B"  
**HARRIS COUNTY, TEXAS**  
**RICHARD PEARSALL 1/3 LEAGUE A-625**

TX-HR-0024.00000  
 ADJACENT TRACT  
 JOE SWINBANK FAMILY LIMITED PARTNERSHIP  
 A CALLED 60.8659 ACRE TRACT  
 ENTRY NO. 2017-321602  
 OFFICIAL PUBLIC RECORDS OF  
 HARRIS COUNTY, TEXAS

S86°58'18"W  
 588.55'  
 TX-HR-0026.00000  
 ADJACENT TRACT  
 CITY OF LA PORTE  
 A CALLED 8.072 ACRE TRACT  
 FILM CODE NO. 066-75-2158  
 ENTRY NO. KB67743  
 OFFICIAL PUBLIC RECORDS  
 OF HARRIS COUNTY, TEXAS

TX-HR-0027.00000  
 CITY OF LA PORTE  
 A CALLED 18.378 ACRE TRACT  
 FILM CODE NO. 128-96-0926  
 ENTRY NO. G092635  
 OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS  
 TOTAL CENTERLINE LENGTH = 614.84 FEET (37.3 RODS)  
 TOTAL PERMANENT EASEMENT = ±0.02 ACRE  
 TOTAL TEMPORARY WORKSPACE = ±1.00 ACRES  
 TOTAL EXTRA TEMPORARY WORKSPACE = ±0.06 ACRE  
 TOTAL SPRINGING TEMPORARY WORKSPACE = ±0.40 ACRE

TX-HR-0029.00000  
 ADJACENT TRACT  
 LAVACA PIPELINE COMPANY  
 REMAINDER OF A CALLED 3.461  
 ACRE TRACT  
 FILM CODE NO. 533-54-2852  
 ENTRY NO. U514237  
 OFFICIAL PUBLIC RECORDS OF  
 REAL PROPERTY OF  
 HARRIS COUNTY, TEXAS



- LEGEND**
- P — PROPERTY LINE
  - - - EXISTING PIPELINE
  - - - PROPOSED SPRINGING WORKSPACE
  - △ CALCULATED POINT
  - FOUND MONUMENT
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINATION
  - P.O.R. POINT OF REFERENCE
  - ( ) RECORD INFORMATION

**NOTES:**

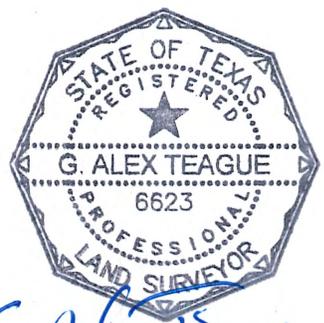
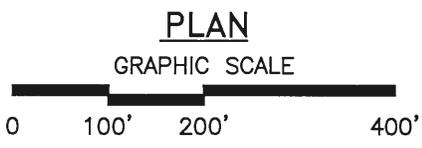
SURVEY PERFORMED ON 04/17/19.

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A LEGAL DESCRIPTION OF THIS PERMANENT EASEMENT (EXHIBIT "A") HEREWITH ACCOMPANIES THIS PLAT.



APPROVED: *G. Alex Teague*  
 G. ALEX TEAGUE, TX. LICENSE NO. 6623  
 MORRIS P. HEBERT, INC.  
 1540 UNIVERSAL CITY BLVD.  
 UNIVERSAL CITY, TEXAS 78148

1	07/08/19	BD	ADDED SPRINGING TEMPORARY WORKSPACE
NO.	DATE	REV. BY:	REVISION

**HSC PIPELINE PARTNERSHIP, LLC**

**16" WIDE PERMANENT EASEMENT ACROSS THE  
 CITY OF LA PORTE TRACT  
 LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625  
 HARRIS COUNTY, TEXAS**

DRAWN BY: G.A.	SHEET: 1 OF 1
CHKD./APPD. BY: GAT	SCALE: 1" = 200'
UPDATED BY: AB	DATE: 06/12/19
DATA BASE: 13448	JOB NO. 13448
MPH CAD FILE: TX-HR-0027.00000_REV1.DWG	

 <p><b>Allen, Williford and Seale, Inc.</b> Right of Way Valuations</p> <p>Form 100.06</p>	<b>Client File #</b> TX-HR-0026.00000 & TX-HR-0027.00000	<b>AWS File/Project #</b> TXP413
	<h1>Appraisal Report - Land</h1>	
	<p>Allen, Williford and Seale, Inc. 11999 Katy Freeway, Suite 400, Houston, Texas, 77079 Phone (281) 493-4444 • Fax (281) 493-6845 • www.appraiser.com</p>	
<b>Appraiser (1):</b> David R. Bethel, MAI		<b>Appraiser (2):</b> Carlo S. Forni, MAI
<b>Appraiser (3):</b> Zachry C. Kezar, MAI		<b>Appraiser (4):</b> Aaron M. Romero
<b>Client:</b> HSC Pipeline Partnership, LLC		
<b>Contact:</b> Alfred Bull		
<b>Address:</b> 1100 Louisiana Street, 14 <sup>th</sup> Floor, Houston, Texas 77002		
<b>SUBJECT PROPERTY IDENTIFICATION</b>		
<b>Owner of Record:</b> City of La Porte		
<b>Location:</b> Southeast corner of N C Street and N 23 <sup>rd</sup> Street		
<b>Address:</b> 2963 N 23 <sup>rd</sup> Street, 12201 N C Street		
<b>City (or Nearest Town):</b> La Porte	<b>County:</b> Harris	<b>State:</b> TX <b>Zip:</b> 77571
<b>Legal Description:</b> That certain tract of land containing 26.45 acres, more or less, in Blocks 656, 657, 658, 674, 675, 676, 677, 692, 693, 694, and 695 including the alleys and streets out of the T. W. Lee Subdivision, situated in the Richard Pearsall League, Abstract No. 625, Harris County, Texas		
<b>Present Use of Whole Property:</b> Light Industrial/Vacant Land		
<b>Use Reflected in Appraisal:</b> Land Use Only – Improvements have not been valued		
<b>ASSIGNMENT PARAMETERS</b>		
<b>Intended User(s):</b> This report is intended for use only by HSC Pipeline Partnership, LLC, its affiliates, representatives, and others involved with the acquisition of easements for right of way purposes associated with the Morgan's Point to Bayport pipeline project.		
<b>Intended Use:</b> This report is intended only for use in conjunction with the partial acquisition of the proposed HSC Pipeline Partnership, LLC pipeline easement.		
<b>THIS REPORT IS NOT INTENDED BY THE APPRAISER FOR ANY OTHER USE OR BY ANY OTHER USER.</b>		
<b>Effective Date of Value:</b> October 9, 2019		
<b>Real Property Rights Appraised:</b> <input checked="" type="checkbox"/> Fee-Simple Estate <input checked="" type="checkbox"/> Easement		
<b>Definition of Property Rights Appraised:</b>		
<p>"Fee Simple Estate" is defined in <i>The Dictionary of Real Estate Appraisal</i>, Sixth Edition, 2015, page 90, by the Appraisal Institute, as:  "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."</p> <p>"Easement" is defined in <i>The Dictionary of Real Estate Appraisal</i>, Sixth Edition, 2015, page 71, by the Appraisal Institute, as:  "The right to use another's land for a stated purpose."</p>		
<b>In accordance with the real property appraisal reporting requirements as set forth by Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP), this is an Appraisal Report.</b>		
<b>RECONCILIATION AND CONCLUSIONS</b>		
<b>Final Reconciliation of the Methods and Approaches to Value:</b>		
The before and after methodology was used to estimate the fair market value of and just compensation due for the partial acquisition that is the subject of this report. In our analysis, the sales comparison approach to value was the only applicable approach necessary for credible results in both the before and after scenarios.		
<b>Opinion of Total Compensation as of: October 9, 2019</b>		<b>\$65,147</b>

**VALUE DEFINITION**

Market value is defined by City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex. 1954) as being:

"The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

**SCOPE OF WORK**

**Definition:** The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

**Scope of Subject Property Inspection (Site Visit)**

Appraiser Name:	Property Inspection:	Date of Inspection:
David R. Bethel, MAI	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
Carlo S. Forni, MAI	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6/26/2019
Zachry C. Kezar, MAI	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6/10/2019
Aaron M. Romero	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A

**Approaches to Value Developed****Cost Approach:**

- Is necessary for credible results and is developed in this analysis  
 Is not necessary for credible results; not developed in this analysis  
 Is not necessary for credible results but is developed in this analysis

**Sales Comparison Approach:**

- Is necessary for credible results and is developed in this analysis  
 Is not necessary for credible results; not developed in this analysis  
 Is not necessary for credible results but is developed in this analysis

**Income Approach:**

- Is necessary for credible results and is developed in this analysis  
 Is not necessary for credible results; not developed in this analysis  
 Is not necessary for credible results but is developed in this analysis

**Describe Scope of Property Inspection(s):**

Zachry C. Kezar, MAI inspected the property from the public right of way on June 10, 2019. Carlo S. Forni, MAI inspected the property from the public right of way on June 26, 2019. We assume no changes to the property have occurred between our inspection date and the date of this report.

**Source of Area Calculations:** We were provided with title work, deeds, tax records, and a survey exhibit of the partial acquisition.

We have relied upon the survey exhibit for the size and shape of the partial acquisition.

The proposed pipeline crosses an 8.072 acre tract (TX-HR-0026.00000) and an 18.378 acre tract (TX-HR-0026.00000). These tracts are contiguous, used in conjunction, and are under the same ownership. As such, we have combined these tracts in our appraisal. We have relied upon the limited title certificate and deed records for the size and shape of the subject whole property which indicate a subject whole property size of 26.45 acres (8.072 acres + 18.378 acres).

**Data Sources Consulted:** This investigation included the collection of sales, offerings, and other developments that have occurred in this market. The sources of our data included our own database, multiple listing services (MLS), and other real estate appraisers and brokers.

**Significant Real Property Appraisal Assistance:**  None  **Disclose Name(s) and Contribution:** Tyler L. Givens assisted in the market data research, research of the subject property, and compilation of this report.

### **Additional Scope of Work Comments:**

In order to estimate compensation, the “before and after” technique has been used. In this technique, total compensation due to the owner arises from two sources: the actual acquisition (both land and improvements), plus diminution (damages) and cost to cure items, if any, to the remainder as a result of the acquisition and/or the project. This is called the before and after scenario. In order to estimate compensation an appraisal of the whole property and the remainder is necessary. This valuation involves a hypothetical condition in both cases. When appraising the whole property, the impact of the project is ignored. When appraising the remainder after the acquisition, a forecast is being made. These hypothetical conditions are accepted appraisal procedures when valuing eminent domain situations.

We have not discussed the subject property or project with the landowners.

In the event there are improvements on the subject property, an analysis of the project’s impact on the improvements will be examined. If the improvements are not adversely affected by the proposed acquisition/project, then the valuation of the improvements is not necessary to produce credible valuation results. The subject property is owned by the City of La Porte and is used as the La Porte IJ Kibodeaux Memorial Public Works Service Center, the La Porte Recycling Center, and the La Porte Fire Department Training Facility. The subject property is improved with multiple administrative office buildings, metal buildings, and supporting site improvements. In this case, the subject improvements are not impacted by the project and have not been appraised. Even if the improvements were valued in this report, their valuation would not change our opinion of total compensation. The subject property has been appraised as effectively vacant land.

It is assumed that any minor improvements, such as fencing, gates, roads, irrigation, equipment, or personal property items that are impacted by the proposed acquisition will be restored or replaced to equal or better condition as before. Accordingly we have not included any compensation for their replacement. Additionally, we have not included any crop or pasture replacement costs as these items will be addressed by the client.

This appraisal does not include or consider the mineral estate.

Engineering studies, ADA determinations, surveys, title reports, flood plain determinations, and environmental audits are beyond the scope of this appraisal.

We have also utilized aerials and topographical maps of the subject whole property and surrounding areas to obtain additional details regarding the subject property and partial acquisition.

There are two existing CenterPoint Energy (formerly Houston Lighting & Power Company) electric transmission line easements and multiple existing pipeline easements on the subject property. In the before scenario, the valuation of the subject whole property does not separate the existing easement areas from the rest of the property, and the area encumbered by the existing easements has not been discounted. We have considered the presence of the existing electric transmission line easements and existing pipelines while determining the rights acquired by the proposed acquisition as well as the impact that the proposed acquisition and project will have on the remainder property. The proposed acquisition consists of a 16” wide pipeline easement and springing temporary workspace easement. The acquisition parallels the pipelines and the electric transmission line easements across the property.

### **HYPOTHETICAL CONDITIONS & EXTRAORDINARY ASSUMPTIONS**

**Hypothetical Conditions:** (A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The use of hypothetical conditions may affect the assignment results.)

**This valuation involves a hypothetical condition in both the before and after scenarios. When appraising the subject whole property, the impact of the project is ignored. When appraising the remainder property after the acquisition, a forecast is being made. These hypothetical conditions are accepted appraisal procedures when valuing eminent domain situations.**

**Extraordinary Assumptions:** (An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. The use of extraordinary assumptions may affect the assignment results.)

**None**

**SUBJECT PROPERTY HISTORY****Owner of Record:** City of La Porte**Source of Subject Property Ownership:**  Client  Limited Title Report  Tax Records  Appraiser Research  
 Other Description of (other):**Subject Property Sale Within Prior Three (3) Years:**  Yes  No

Description and analysis of sales within 3 years (minimum) prior to effective date of value or other pertinent subject property history: There are no known market transactions involving the subject property within the past three years. On May 4, 1979, City of La Porte acquired a 25% interest in 18.378 acres of the subject property from William E. Stiles, as Trustee for the William E. Stiles Trust as recorded under Document No. G092635 of the Harris County Deed Records. On May 4, 1979, City of La Porte acquired a 25% interest in 18.378 acres of the subject property from Lucy Bell Cobb as Trustee for the Lucy Cobb Trust as recorded under Document No. G092633 of the Harris County Deed Records. On May 15, 1979, City of La Porte acquired a 25% interest in 18.378 acres of the subject property from Emily Bess Cathey as recorded under Document No. G092632 of the Harris County Deed Records. On May 15, 1979, City of La Porte acquired a 25% interest in 18.378 acres of the subject property from Ruth Stiles Oberg as recorded under Document No. G092634 of the Harris County Deed Records. On December 3, 1986, City of La Porte acquired 8.072 acres of the subject property from Ben J. Fortson, Trustee of the Mattie K. Carter Trust as recorded under Document No. K867743 of the Harris County Deed Records. The details and consideration of these transactions are unknown.

**Subject Property Currently Listed for Sale:**  Yes  Not believed to be

Description and analysis of agreements of sale (contracts), listings, and options:

**SUBJECT PROPERTY TAX INFORMATION****Tax Account ID Number(s):** 0240720560002, 0240720570001, 0240720570002, 0240720580001, 0440510000055, 0440510000076, 0440510000086,

\*It is noted there is a slight discrepancy between the size of the subject property indicated by the limited title certificate and deed records and the size indicated by the Harris County Appraisal District. The property is owned by the City of La Porte and does not have an assessed value.

**Total Land Size as Indicated by Appraisal District:** 27.08 acres (1,179,722 SF)\***Tax Year:** 2019**Total Value:** \$0**Land Value:** \$0**Improvement Value:** \$0**Indicated Per Unit Value of Land:** \$0 per acre (\$0.00/SF)**MARKET AREA ANALYSIS****Location:**  Urban  Suburban  Rural**Market Area:** Harris County, City of La Porte

**Market Area Description and Characteristics:** The subject is located within the city limits of La Porte in Harris County, Texas. Harris County is part of the Houston-Woodlands-Sugar Land Metropolitan Statistical Area (MSA), which has a population of 6,997,384 people (2018 estimate). Harris County contains approximately 1,703.48 square miles and is located in southeast Texas. Harris County is bordered by Montgomery County to the north, Galveston County, Brazoria County, and Fort Bend County to the south, Waller County to the west, and Liberty County and Chambers County to the east. Harris County consists primarily of urban and suburban areas and contains rural land in the northwestern portion of the county. The city of Houston is the county seat of Harris County. Harris County has a population of 4,525,519 (2017 estimate), an increase of 10.58 percent since 2010 (4,092,459 persons), compared to a 12.6 percent overall state growth during the same time period. La Porte has a 2017 population estimate of 35,216 people, an increase of 4.19 percent since 2010.

La Porte is the fourth-largest incorporated city in Harris County. La Porte contains approximately 18.63 square miles and is located in eastern Harris County, approximately 35 miles east of Houston on the west bank of Galveston Bay, and just south of the Houston Ship Channel.

Major roadways in the area include State Highway 225, State Highway 146, West Fairmont Parkway, Spencer Highway, and Sens Road. Properties in the area primarily consist of light industrial and heavy industrial with scattered commercial uses and some small residential developments.

The neighborhood is considered to be the city of La Porte in Harris County, Texas and the immediate areas in close proximity to the subject. La Porte is located adjacent to three major economic hubs: the Bayport Industrial District, the Battleground Industrial District, and the Barbours Cut shipping terminal. The major industries within La Porte are petroleum/petrochemicals and shipping. Other industries in the area include aerospace technology, medicine, and computer related technology.

SITE ANALYSIS	
<b>Area (Size):</b>	26.45 acres (1,152,162 SF)
<b>Shape:</b>	Irregular
<b>Dimensions:</b>	Maximum North/South: ±1,073'; Maximum East/West: ±1,283'
<b>Access:</b>	N C Street and N 23 <sup>rd</sup> Street
<b>Road Frontage (ft):</b>	±910 FF: N 23 <sup>rd</sup> Street; ±515 FF: N C Street; ±1,073 FF: Union Pacific Railroad
<b>Road Frontage Type:</b>	N C Street and N 23 <sup>rd</sup> Street: Two-lane asphalt paved roadways with open ditch drainage
<b>Topography:</b>	Generally level
<b>Water Features:</b>	Ponds
<b>Drainage:</b>	Adequate drainage
<b>Flood Plain:</b>	Yes - ±35% Shaded Zone X, an area inside the 500-year floodplain; ±25% Zone A, an area inside the 100-year floodplain
<b>Utilities:</b>	Electricity, telephone, public water, public sewer
<b>Adjacent Land Use:</b>	Light industrial, commercial, vacant land
<b>City Limits/ETJ:</b>	La Porte
<b>Zoning/Restrictions:</b>	LI – Light Industrial, GC- General Commercial; Deed Restrictions
<b>School District:</b>	La Porte ISD
<b>Existing Easements:</b>	Multiple pipeline easements, high voltage electric transmission lines, aerial easement, typical utility easements
<b>Site Description and Other Characteristics:</b> The subject property is located on southeast corner of N C Street and N 23 <sup>rd</sup> Street. N C Street traverses a portion of the northwestern corner of the property. The property is used as the La Porte IJ Kibodeaux Memorial Public Works Service Center, the La Porte Recycling Center, and the La Porte Fire Department Training Facility. A Union Pacific Railroad borders the eastern property boundary. Ponds are located on the northern portion of the subject property. Portions of the property along the north, east, and west boundaries are located within Zone A, an area inside the 100-year floodplain and Shaded Zone X, an area inside the 500-year floodplain. Multiple existing pipelines traverse the eastern portion of the property in a north/south direction and two high voltage transmission lines parallel the eastern property boundary. Additionally, the property is encumbered by an aerial easement. The majority of the property is zoned LI – Light Industrial and the southwestern portion is zoned GC – General Commercial La Porte. The LI – Light Industrial District allows for light industrial uses such as various types of manufacturing and some commercial uses. The GC – General Commercial District allows for commercial and residential uses. The Future Land Use Map of La Porte calls for parks and open space use in the northeast corner of the subject property and public/institutional use for the remainder of the subject property. The southern 18.378 acres of the subject property is subject to deed restrictions which indicate that the property shall not be used for a sewer treatment facility, sanitary land fill, or garbage dump. The property is in La Porte ISD.	
IMPROVEMENT ANALYSIS	
<b>Description of Improvements:</b> The property is used as the La Porte IJ Kibodeaux Memorial Public Works Service Center, the La Porte Recycling Center, and the La Porte Fire Department Training Facility. The subject is improved with multiple administrative office buildings, metal buildings, and supporting site improvements. In this case, the subject improvements are not impacted by the project and have not been appraised. Even if the improvements were valued in this report, their valuation would not change our opinion of total compensation. The subject property has been appraised as effectively vacant land.	
HIGHEST AND BEST USE ANALYSIS	
Highest and Best Use is defined in <i>The Dictionary of Real Estate Appraisal</i> , Sixth Edition, 2015, page 109, by the Appraisal Institute as “The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”	
<b>Summary of Highest and Best Use Analysis:</b> The subject consists of effectively vacant land owned by the City of La Porte and is used as the La Porte IJ Kibodeaux Memorial Public Works Service Center, the La Porte Recycling Center, and the La Porte Fire Department Training Facility. The majority of the property is zoned LI – Light Industrial and the southwestern portion is zoned GC – General Commercial La Porte. The LI – Light Industrial District allows for light industrial uses such as various types of manufacturing and some commercial uses. The GC – General Commercial District allows for commercial and residential uses. The Future Land Use Map of La Porte calls for parks and open space use in the northeast corner of the subject property and public/institutional use for the remainder of the subject property. The southern 18.378 acres of the subject property is subject to deed restrictions which indicate that the property shall not be used for a sewer treatment facility, sanitary land fill, or garbage dump. Surrounding property uses consist of land utilized for light industrial, vacant land, and commercial uses. The highest and best use of the subject whole property, as vacant, is for continued public/institutional use and/or industrial/commercial use.	

**SUBJECT WHOLE PROPERTY VALUATION****Site Valuation Methodology**

**Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

**Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.

**Alternative Method:** (Describe methodology and rationale)

These sales are indicators of value for the subject whole property. When comparing these sales to the subject property the elements of comparison considered include: real property rights conveyed, financing terms, conditions of sale, market conditions (time), location, size, physical characteristics, and other characteristics or factors that may influence value. Physical characteristics may include, but are not limited to: shape, water features, flood hazards, access, road frontage, vegetation, and topography. Other adjustment factors may include, but are not limited to: improvements, utilities, zoning/restrictions, use, mineral interests, or any other factor which may have influenced the sales price. Each sale was compared to the subject property and adjusted based on these factors. After considering all factors, the overall comparison for each sale is reported.

Sale Date	Location	Size (Acre)	Per (SF) Price	Overall Comparison
4/7/2016	Northeast corner of Sens Road and North C Street	60.954	\$2.28	Inferior
1/24/2018	North line of W Fairmont Parkway, west of Bay Area Boulevard	9.850	\$4.11	Superior
10/15/2018	Southwest corner of Caniff Road and Underwood Road	6.970	\$3.62	Similar
12/21/2018	East line of State Highway 146 Frontage Road, north of Wharton Weems Boulevard	20.000	\$2.70	Inferior
3/25/2019	South line of Spencer Highway, west of Bay Area Boulevard	5.238	\$3.75	Slightly Superior
6/27/2019	Southwest corner of Sens Road and N D Street	12.450	\$4.24	Superior

**Site Valuation Comments:** The comparable sales range in sale date from April 2016 to June 2019, range in size from 5.238 acres to 60.954 acres, and range in sale price from \$2.28 per SF to \$4.24 per SF.

**Site Valuation Reconciliation:** In addition to the sales listed above, we have also considered several other transactions that occurred in the area as well as tracts actively listed for sale. Based on this information, other sales and sale offerings, and conversations with knowledgeable individuals in the real estate market, it is our opinion that the subject whole property (land only) has a market value as follows:

<b>Subject Whole Property</b> <sup>1</sup>	<b>26.45 Acres (1,152,162 SF)</b>	<b>@</b>	<b>\$3.75</b>	<b>per SF =</b>	<b>\$4,320,608</b>
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**VALUATION OF PART TO BE ACQUIRED**

**Description of Partial Acquisition:** The proposed acquisition consists of a 16" permanent pipeline easement and a springing temporary workspace easement. The permanent pipeline easement has a centerline length of 1,075.51 feet, has a width of 16 inches, and contains a total of 0.034 acre (1,486 SF) of land. The proposed pipeline easement parallels existing pipelines and electric transmission line easements across the easternmost portion of the subject property. The springing temporary workspace easement consists of the re-occurring right to use a 30-foot wide strip of land (15' wide on both sides of the pipeline) adjacent to the proposed pipeline for the purpose of any subsequent maintenance, inspection, replacement, repair and/or removal of the pipeline. The survey exhibit indicates the springing temporary workspace easement contains 0.70 acre (30,492 SF). Please refer to the survey exhibit in the addenda for further details on the location of the proposed permanent pipeline and proposed springing temporary workspace easement.

**Improvements Located Within the Partial Acquisition That Require Valuation:** None

**Highest and Best Use of Part to be Acquired:** The partial acquisition's use is limited to use in conjunction with the subject whole property. As such, the highest and best use of the partial acquisition, as vacant, is for use in conjunction with the subject whole property.

**Valuation of Partial Acquisition: (Land Only)**

In this instance, the partial acquisition consists of a permanent pipeline easement and a 30' wide springing temporary workspace easement. Acquiring all rights to the easement areas will not be necessary. Based on the use to which the easements will be put and the property rights imposed by the taking of the proposed easements, an appropriate percentage deduction to the previously concluded fee simple value of the property is necessary. We have estimated the value of the acquisition based on the impact on the subsurface, surface, and air right estates for the subject property. The rights being acquired by the proposed easements are considered less than the total underlying land value. The subject property has multiple pipelines and electric transmission lines. Based on the title work, the acquisition parallels the pipelines and two electric transmission line easements across the property. We have considered the presence of the existing electric transmission line easements and existing pipelines while determining the rights acquired by the proposed acquisition. We have estimated the rights acquired by the proposed pipeline easement to represent 99% of the fee-simple value and the rights acquired by the proposed springing temporary workspace easement to represent 20% of the fee-simple value in the area encumbered by the proposed easements. The value of the partial acquisitions, land only, is calculated as follows:

<b>Partial Acquisition:</b>	<b>Area</b>		<b>Per Unit Value</b>		<b>% of Value Acquired</b>			
Pipeline Easement	1,486 SF	@	\$3.75 per SF	@	99%	=	\$	5,517
Springing Temporary Workspace Easement	30,492 SF	@	\$3.75 per SF	@	20%	=	\$	22,869
<b>Land Total</b>							<b>\$</b>	<b>28,386</b>

**Contributory Value of Improvements Within Partial Acquisition (If Required):**

Itemized Improvements		
	\$	
	\$	
	\$	
	\$	
<b>Total Value of Improvements Within Partial Acquisition</b>	<b>\$</b>	<b>0</b>

**Total Valuation of Partial Acquisition**

The value of the partial acquisition consists of the value of the land and any improvements located within the partial acquisition that require valuation. The total value of the partial acquisition, land and improvements is calculated as follows:

Partial Acquisition (Land Value)	\$	28,386
Partial Acquisition (Improvements)	\$	0
<b>Total Value of Partial Acquisition <sup>2</sup></b>	<b>\$</b>	<b>28,386</b>

## VALUATION OF REMAINDER PROPERTY

**Description of Remainder Property:** The remainder property before and after the acquisition will contain approximately 26.45 acres (1,152,162 SF) of land, of which 0.034 acre (1,486 SF) will be encumbered by the proposed permanent pipeline easement and 0.70 acre (30,492 SF) will be encumbered by the proposed springing temporary workspace easement. The unencumbered remainder property will consist of 25.716 acres (1,120,184 SF).

### Value of Remainder Before the Acquisition:

The value of the remainder before the acquisition is merely a mathematical process by which the value of the partial acquisition is subtracted from the subject whole property. This value is calculated as follows:

Value of Subject Whole Property	\$	4,320,608
Less: Value of Partial Acquisition	\$	<u>28,386</u>
<b>Value of Remainder Before Acquisition</b> <sup>3</sup>	<b>\$</b>	<b>4,292,222</b>

### Value of Remainder Property After the Acquisition

**Effect on Remainder Property After the Acquisition:** The subject property is located in Harris County where pipelines are common. In this instance, the subject is encumbered by multiple pipeline easements and two electric transmission line easements. The proposed easement parallels the existing pipelines and electric transmission line easements on the subject property. The remainder after the acquisition will maintain the same physical characteristics and highest and best use as the subject whole property. Based on this information, the remainder after is not adversely impacted by the proposed acquisition and the per-acre value of the remainder after is the same as the per-acre value of the whole property. In the remainder after scenario, the residual rights not acquired by the proposed pipeline easement are estimated at 1% of the land value and the residual rights not acquired by the proposed springing temporary workspace easement are estimated at 80% of the land value.

**Highest and Best Use of Remainder After Property:** The highest and best use of the remainder after property is the same as the whole property. The highest and best use of the subject does not change as a result of the partial acquisition.

The value of the remainder property after the acquisition considers the impact of the project and is estimated as follows:

Remainder After Property	Area		Per Unit Value		% of Value Remaining			
Land – Unencumbered	1,120,184 SF	@	\$3.75 per SF	@	100%	=	\$	4,200,690
Pipeline Easement	1,486 SF	@	\$3.75 per SF	@	1%	=	\$	56
Springing Temporary Workspace Easement	30,492 SF	@	\$3.75 per SF	@	80%	=	\$	91,476
Less: Cost to Cure*							\$	<u>0</u>
<b>Total Value of Remainder After</b> <sup>4</sup>							<b>\$</b>	<b>4,292,222</b>

\*In this instance there are no cost to cure items.

## CALCULATION OF DAMAGES

If there is any difference between the value of the remainder property before and after the acquisition, the result will be reflected as damages or enhancements to the remainder, as the case may be. The damages, if any, are calculated as follows:

Value of Remainder Before the Acquisition <sup>3</sup>	\$	4,292,222
Less: Value of Remainder After the Acquisition <sup>4</sup>	\$	<u>4,292,222</u>
<b>Indicated Value of Damages</b> <sup>5</sup>	<b>\$</b>	<b>0</b>

Explanation of Damages (if any): The remainder before and after the acquisition are the same and there are no damages.

## VALUATION OF TEMPORARY WORKSPACES

The temporary easement is similar to a land lease over a period of time. The components needed in valuing temporary workspace include a per-unit land value, a land capitalization rate, and a duration period.

**Description of Temporary Workspaces:** The temporary workspace is adjacent to the east and west sides of the permanent easement, has a width of approximately 70 feet on the east side and 30 feet on the west side, and contains a total of 1.76 acres of land (76,666 SF) according to the survey exhibit. The area of extra temporary workspace contains 0.12 acre (5,227 SF). Additionally, a temporary access road is needed. The temporary access road traverses the central portion of the property in an east/west direction and the majority of the easement is situated along N C Street. The temporary access road has a width of 15 feet, a length of 1,075.67 feet, and contains 16,135 SF (15 feet x 1,075.67 feet). Please refer to the survey exhibit in the addenda for further details of the temporary workspace, extra temporary workspace, and temporary access road.

**Term of Workspaces (Time):** 1 Year

**Temporary Workspace Capitalization Rate (Rental Rate):** 10%

Workspace:	Area		Per Unit Value		Rental Rate		Term			
Temporary Workspace	76,666 SF	X	\$3.75 per SF	@	10%	X	1 Year	=	\$	28,750
Additional Temporary Workspace	5,227 SF	X	\$3.75 per SF	@	10%	X	1 Year	=	\$	1,960
Temporary Access Road	16,135 SF	X	\$3.75 per SF	@	10%	X	1 Year	=	\$	<u>6,051</u>
<b>Total Temp. Workspace <sup>6</sup></b>									\$	<b>36,761</b>

## COMPENSATION SUMMARY

The before and after scenario methodology was utilized to estimate the fair market value of and just compensation due for the partial acquisition. This involves appraising the whole property, the acquisition and the remainder property. The valuation of the whole property does not take into consideration project influence. The acquisition is valued as a pro rata part of the whole. The remainder property is appraised as impacted by the acquisition and project. A forecast is being made when appraising the remainder after property. This forecast is a hypothetical condition. The compensation includes the value of the acquisition and any damages to the remainder which may arise. The general steps of the before and after methodology are as follows:

1. Valuation of the whole property without consideration to any project influence.
2. Valuation of the partial acquisition.
3. Valuation of that portion of the subject remaining, not considering project influence. The valuation of the remainder before is merely a mathematical process by which the value of the partial acquisition is subtracted from the whole property.
4. Valuation of the remainder after the acquisition, considering the effect of the project. In this analysis, the remainder must stand alone as a separate unit.
5. Indication of damages; if there is any difference between the value of the remainder before and after acquisition, the result will be reflected as damages or enhancement to the remainder, as the case may be.
6. Lastly, the valuation of the temporary workspaces, if any, is estimated and added to the compensation.

To summarize, the total compensation due the property owner is the value of the acquisition, plus any damages resulting from the acquisition and/or project, plus the value of the temporary workspace. These components of the before and after methodology were previously estimated and the total compensation is computed as follows:

Whole Property <sup>1</sup>	\$	4,320,608
Less: Value of Partial Acquisition <sup>2</sup>	\$	<u>28,386</u>
Indicated Value of Remainder Before Acquisition <sup>3</sup>	\$	4,292,222
Value of Remainder After Acquisition <sup>4</sup>	\$	<u>4,292,222</u>
Indicated Damages (Before minus After) <sup>5</sup>	\$	0
Value Temporary Workspace <sup>6</sup>	\$	36,761
<b>Total Compensation <sup>(2+5+6)</sup></b>	<b>\$</b>	<b>65,147</b>

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- the statements of the facts contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.  
 None    Name(s) Tyler L. Givens
- As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:  
 Property Inspected by Appraiser (1):    Yes    No  
 Property Inspected by Appraiser (2):    Yes    No  
 Property Inspected by Appraiser (3):    Yes    No  
 Property Inspected by Appraiser (4):    Yes    No

**ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE**

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

**APPRAISER'S SIGNATURE**

<b>APPRAISER (1):</b>	<b>APPRAISER (2):</b>
<b>Signature</b> 	<b>Signature</b> 
<b>Name:</b> David R. Bethel, MAI	<b>Name:</b> Carlo S. Forni, MAI
<b>Date of Report:</b> October 9, 2019	<b>Date of Report:</b> October 9, 2019
<b>Certified General Real Estate Appraiser</b> License # TX-1330545-G                      State: Texas	<b>Certified General Real Estate Appraiser</b> License # TX-1336773-G                      State: Texas
<b>Designated Member of the Appraisal Institute</b> As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.	<b>Designated Member of the Appraisal Institute</b> As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

APPRAISER'S SIGNATURE CONTINUED	
APPRAISER (3):	APPRAISER (4):
<b>Signature</b> 	<b>Signature</b> 
<b>Name:</b> Zachry C. Kezar, MAI	<b>Name:</b> Aaron M. Romero
<b>Date of Report:</b> October 9, 2019	<b>Date of Report:</b> October 9, 2019
<b>Certified General Real Estate Appraiser</b> <b>License #</b> TX-1380059-G <b>State:</b> Texas	<b>Certified General Real Estate Appraiser</b> <b>License #</b> TX-1380044-G <b>State:</b> Texas
<b>Designated Member of the Appraisal Institute</b> As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.	<b>Candidate for Designation in the Appraisal Institute</b> As of the date of this report, I have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

## STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- That the date of value to which the opinions expressed in this report apply is set forth on the first page of this report. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions herein stated.
- That no opinions are intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in this report.
- That no opinion as to title is rendered. Name of ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in this report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.
- That no engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable and no encroachment or real property improvement is assumed to exist.
- That maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within this report. They should not be considered as surveys or relied upon for any other purpose.
- In the event that we appraise any improvements in this report, our inspection deals only with valuation issues. We are not engineers and are not qualified to assess structural integrity or the adequacy and condition of their mechanical, electrical, or plumbing components. This appraisal is not a property condition report and should not be relied upon to disclose any conditions present in the property, and it does not guarantee the property to be free of defects. We are not licensed inspectors and we did not make an "inspection" of the improvements or land as defined by any state or federal regulations for real estate inspections.
- That no detailed soil studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive, but have been considered consistent with information available to the appraiser.
- The property is appraised as though free and clear, under responsible ownership, and competent management. All existing liens and encumbrances have been disregarded.
- Unless otherwise stated herein, all of the improvements previously described were considered operational and in good condition.
- Unless stated otherwise in this report, no presence of hazardous materials on or in the property was observed by the appraiser. The appraiser has no information on the existence of such materials and is not qualified to detect same. The presence of such materials on or in the property could affect the appraiser's opinion of market value. However, the value estimate stated herein is based on the assumption that no hazardous materials are present on or in the property, and the appraiser accepts no responsibility for determining such condition. The client is urged to retain an expert in this field if there is any question as to the existence of hazardous material.
- Any information furnished to us by others is believed to be reliable, but we assume no responsibility for its accuracy.
- Possession of this report, or a copy thereof, does not carry with it the right to publication, nor may it be used for any purpose, by any but the applicant, without the previous written consent of the appraiser or the applicant and, in any event, only in its entirety.
- This appraisal does not require us to give testimony in court or attend on its behalf unless arrangements have been previously made therefore.
- The distribution of the total valuation in this report between land and improvements applied only under the existing programs of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
- The value is reported in dollars on the basis of the currency prevailing at the date of this appraisal.
- We have no present or contemplated interest in the property appraised.
- Our compensation for making this appraisal is in no manner contingent upon the value reported.
- That the appraiser assumes no responsibility for determining if the property lies within a flood hazard area and its consequences to the property. It is advised that a Topographic Survey be obtained and local officials be contacted.
- That our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- The appraisal of the subject whole property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property except the influence of the proposed project.
- The appraisal of the remainder property considered all factors willing knowledgeable buyers and sellers would consider in negotiating the purchase price of the property including the use to which the part taken is to be put and the effects of the condemnation but excluded the effects of all non-compensable elements.
- We have been provided ownership information for the subject property and a plat for the easements by the client. The size of the subject property and easements are based on information provided by the client.
- We assume no changes to the subject property have occurred between the most recent date of inspection and the effective date of value.

**There are no other limiting conditions contained in this report other than the ones listed above.**

Addenda

Right of Way Survey

**Exhibit "A"**  
**TX-HR-0026.00000**  
**HARRIS COUNTY, TEXAS**  
**HSC PIPELINE PARTNERSHIP, LLC**  
Sixteen Inch (16") Wide Permanent Easement  
A Called 8.072 Acre Tract  
**CITY OF LA PORTE, TX**  
Located in the Richard Pearsall 1/3 League A-625

**LEGAL DESCRIPTION:**

A centerline description of a Sixteen Inch (16") wide permanent easement being situated in the Richard Pearsall 1/3 League A-625, Harris County, Texas, and being out of a called 8.072 acre tract of land described in the deed to City of La Porte recorded in Film Code No. 066-75-2158, Entry Number K867743 of the Official Public Records of Harris County, Texas. The sideline boundaries of said Sixteen Inch (16") wide permanent easement are located 8 inches to the right and 8 inches to the left of the below described centerline survey. Said sideline boundaries are located parallel with and adjacent to said centerline survey and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline survey of the herein described Sixteen Inch (16") wide permanent easement being more fully described as follows:

**BEGINNING** at a calculated point in the north property line of said 8.072 acre tract, same being a south property line of a called 60.8659 acre tract described in a deed to Joe Swinbank Family Limited Partnership, recorded in Entry Number RP-2017-321602 of the Official Public Records of Harris County, Texas, and being the "POINT OF BEGINNING" (P.O.B.) of the centerline described herein, from which a 5/8" iron rod with cap stamped "THOMAS" found at the southwest corner of said 8.072 acre tract, same being in the north property line of a called 18.378 acre tract described in the deed to City of La Porte recorded in Film Code Number 128-96-0926, Entry Number G092635 of the Official Public Records of Harris County, Texas, also being a southeast corner of said 60.8659 acre tract, bears South 48° 54' 02" West a distance of 747.06 feet.

**THENCE**, over and across said 8.072 acre tract, South 03° 04' 54" East a distance of 460.67 feet to a calculated point in the south property line of said 8.072 acre tract, same being the north property line of said 18.378 acre tract for the "POINT OF TERMINATION" (P.O.T.) of the centerline described herein, from which said iron rod bears South 86° 58' 18" West, a distance of 588.55 feet.

The total centerline length of said Sixteen Inch (16") wide permanent easement is 460.67 feet (27.9 rods). The total permanent easement is 615 square feet, more or less. The total temporary workspace is 0.76 acre, more or less. The total extra temporary workspace is 0.06 acre, more or less. The total springing temporary workspace is 0.30 acre, more or less.

The above-described permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. TX-HR-0026.00000-REV1.DWG) dated 06/12/19, as revised 07/08/19, titled "HSC PIPELINE PARTNERSHIP, LLC, 16" WIDE PERMANENT EASEMENT ACROSS THE CITY OF LA PORTE TRACT, LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625, HARRIS COUNTY, TEXAS" and is attached hereto as Exhibit "B".

**NOTES:**

Bearings and distances indicated herein are grid derived and are referenced to the Texas State Plane Coordinate System, NAD83 South Central Zone, US Survey Foot, as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Harris County, Texas, and was furnished by Pinnacle Resources Group LLC.

MORRIS P. HEBERT, INC.  
1540 UNIVERSAL CITY BLVD  
UNIVERSAL CITY, TEXAS 78148  
FIRM REGISTRATION NO. 10193717  
(210) 366-9350: voice

APPROVED: JULY 8, 2019



*G. Alex Teague*  
G. ALEX TEAGUE, TX. LICENSE NO. 6623

**EXHIBIT "B"**  
**HARRIS COUNTY, TEXAS**  
**RICHARD PEARSALL 1/3 LEAGUE A-625**

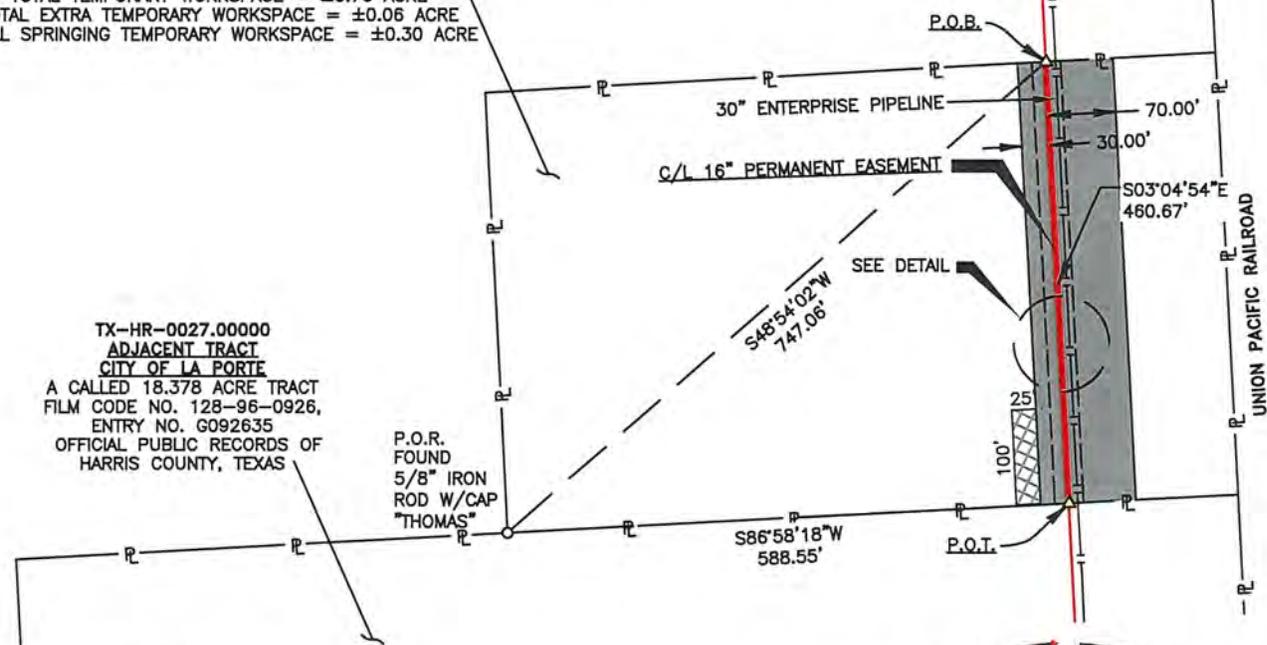
TEXAS COORDINATE SYSTEM  
 (1983 SOUTH CENTRAL ZONE)

**TX-HR-0026.00000**  
**CITY OF LA PORTE**  
 A CALLED 8.072 ACRE TRACT  
 FILM CODE NO. 066-75-2158, ENTRY NO. K867743  
 OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS  
 TOTAL CENTERLINE LENGTH = 460.67 FEET (27.9 RODS)  
 TOTAL PERMANENT EASEMENT = ±615 SQUARE FEET  
 TOTAL TEMPORARY WORKSPACE = ±0.76 ACRE  
 TOTAL EXTRA TEMPORARY WORKSPACE = ±0.06 ACRE  
 TOTAL SPRINGING TEMPORARY WORKSPACE = ±0.30 ACRE

**TX-HR-0024.00000**  
**ADJACENT TRACT**  
**JOE SWINBANK FAMILY LIMITED PARTNERSHIP**  
 A CALLED 60.8659 ACRE TRACT  
 ENTRY NO. RP-2017-321602  
 OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS

**TX-HR-0027.00000**  
**ADJACENT TRACT**  
**CITY OF LA PORTE**  
 A CALLED 18.378 ACRE TRACT  
 FILM CODE NO. 128-96-0926,  
 ENTRY NO. G092635  
 OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS

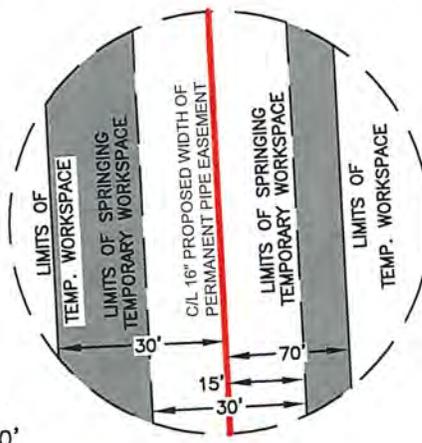
P.O.R. FOUND  
 5/8" IRON ROD W/CAP  
 "THOMAS"



**LEGEND**

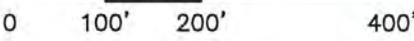
- P — PROPERTY LINE
- REFERENCE LINE
- EXISTING PIPELINE
- TEMPORARY WORKSPACE
- SPRINGING TEMPORARY WORKSPACE
- MONUMENT (AS NOTED)
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- P.O.R. POINT OF REFERENCE
- ( ) RECORD INFORMATION
- ▨ EXTRA TEMPORARY WORKSPACE

**DETAIL**  
 NOT TO SCALE



**PLAN**

GRAPHIC SCALE



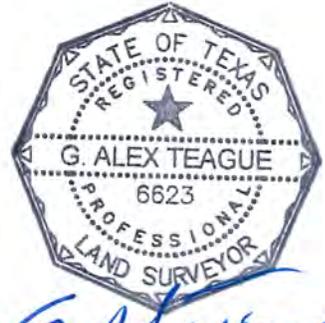
**NOTES:**

SURVEY PERFORMED ON 04/17/19.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR DEPICTING THE PROPERTY BOUNDARIES SHOWN HEREON WERE PROVIDED BY PINNACLE RESOURCES GROUP LLC.

AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.

ALL BEARINGS AND COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE, US SURVEY FOOT AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) STATIC SURVEY. DISTANCES SHOWN HEREIN ARE BASED ON GRID.



APPROVED: *G. Alex Teague*  
 G. ALEX TEAGUE, TX. LICENSE NO. 6623  
 MORRIS P. HEBERT, INC.  
 1540 UNIVERSAL CITY BLVD.  
 UNIVERSAL CITY, TEXAS 78148

A LEGAL DESCRIPTION OF THIS PERMANENT EASEMENT (EXHIBIT "A") HERewith ACCOMPANIES THIS PLAT.

1	07/08/19	BD	ADDED SPRINGING TEMPORARY WORKSPACE
NO.	DATE	REV. BY:	REVISION

**HSC PIPELINE PARTNERSHIP, LLC**

16" WIDE PERMANENT EASEMENT ACROSS THE  
 CITY OF LA PORTE TRACT  
 LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625  
 HARRIS COUNTY, TEXAS

1540 UNIVERSAL CITY BLVD. \* UNIVERSAL CITY, TEXAS 78148 \* (210) 366-9350  
 HOUMA, LA. \* HOUSTON, TX. \* SAN ANTONIO, TX. \* MIDLAND, TX.  
 TEXAS SURVEY FIRM REGISTRATION NUMBER: 10193717 (SAN ANTONIO OFFICE)

DRAWN BY: AB	SHEET: 1 OF 1
CHKD./APPD. BY: GAT	SCALE: 1" = 200'
UPDATED BY: AB	DATE: 06/12/19
DATA BASE: 13448	JOB NO. 13448
MPH CAD FILE: TX-HR-0026.00000_REV1.DWG	

**Exhibit "A"**  
**TX-HR-0027.00000**  
**HARRIS COUNTY, TEXAS**  
**HSC PIPELINE PARTNERSHIP, LLC**  
 Sixteen Inch (16") Wide Permanent Easement  
 A Called 18.378 Acre Tract  
**CITY OF LA PORTE**  
 Located in the Richard Pearsall 1/3 League A-625

**LEGAL DESCRIPTION:**

A centerline description of a Sixteen Inch (16") wide permanent easement being situated in the Richard Pearsall 1/3 League A-625, Harris County, Texas, and being out of a called 18.378 acre tract of land described in the deed to City of La Porte recorded in Film Code No. 128-96-0926, Entry No. G092635 of the Official Public Records of Harris County, Texas. The sideline boundaries of said Sixteen Inch (16") wide permanent easement are located 8 inches to the right and 8 inches to the left of the below described centerline survey. Said sideline boundaries are located parallel with and adjacent to said centerline survey and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline survey of the herein described Sixteen Inch (16") wide permanent easement being more fully described as follows:

**BEGINNING** at a calculated point in the north property line of said 18.378 acre tract and the south property line of a called 8.072 acre tract described in a deed to City of La Porte, being the "POINT OF BEGINNING" (P.O.B.) of the centerline described herein, from which a found 5/8" iron rod with cap stamped "THOMAS" in the north property line of said 18.378 acre tract at the southeast corner of a called 60.8659 acre tract described in the deed to Joe Swinbank Family Limited Partnership and being the southwest corner of a called 8.072 acre tract described in a deed to City of La Porte, bears South 86° 58' 18" West a distance of 588.55 feet.

**THENCE**, over and across said 18.378 acre tract South 03° 04' 54" East a distance of 614.84 feet to a calculated point in the south property line of said 18.378 acre tract and the north property line of the remainder of a called 3.461 acre tract described in a deed to Lavaca Pipeline Company, for the "POINT OF TERMINATION" (P.O.T.) of the centerline described herein, from which a found 5/8" iron rod in the south property line of said 18.378 acre tract at the northwest corner of said 3.461 acre tract, bears South 86° 57' 49" West a distance of 50.55 feet.

The total centerline length of said Sixteen Inch (16") wide permanent easement is 614.84 feet (37.3 rods). The total permanent easement is 0.02 acre, more or less. The total temporary workspace is 1.00 acres, more or less. The total extra temporary workspace is 0.06 acre, more or less. The total springing temporary workspace is 0.40 acre, more or less.

The above-described permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. TX-HR-0027.00000\_REV1.DWG) dated 06/12/19, as revised 07/08/19, titled "HSC PIPELINE PARTNERSHIP, LLC 16" WIDE PERMANENT EASEMENT ACROSS THE CITY OF LA PORTE TRACT LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625, HARRIS COUNTY, TEXAS" and is attached hereto as Exhibit "B".

**NOTES:**

Bearings and distances indicated herein are grid derived and are referenced to the Texas State Plane Coordinate System, NAD83 South Central Zone, US Survey Foot, as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Harris County, Texas, and was furnished by Pinnacle Resources Group LLC.

MORRIS P. HEBERT, INC.

1540 UNIVERSAL CITY BLVD

UNIVERSAL CITY, TEXAS 78148

FIRM REGISTRATION NO. 10193717

(210) 366-9350: voice

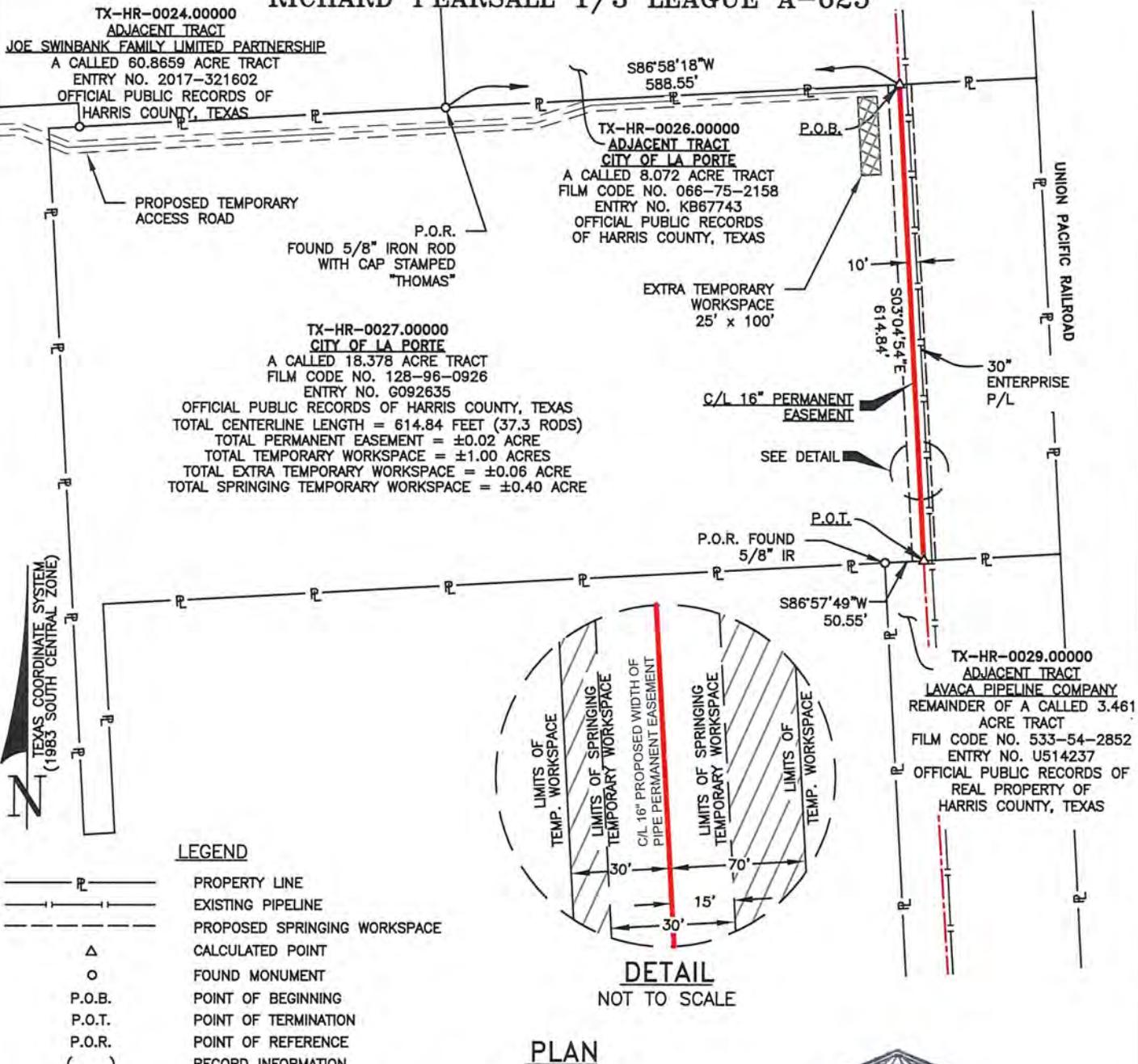
APPROVED: JULY 8, 2019



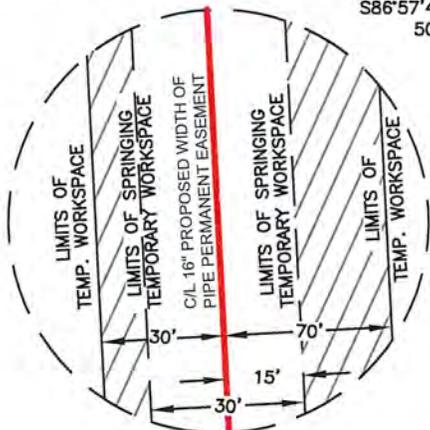
*G. Alex Teague*

G. ALEX TEAGUE, TX LICENSE NO. 6623

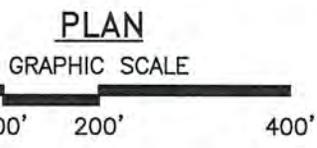
**EXHIBIT "B"**  
**HARRIS COUNTY, TEXAS**  
**RICHARD PEARSALL 1/3 LEAGUE A-625**



**TX-HR-0027.00000**  
**CITY OF LA PORTE**  
 A CALLED 18.378 ACRE TRACT  
 FILM CODE NO. 128-96-0926  
 ENTRY NO. G092635  
 OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS  
 TOTAL CENTERLINE LENGTH = 614.84 FEET (37.3 RODS)  
 TOTAL PERMANENT EASEMENT = ±0.02 ACRE  
 TOTAL TEMPORARY WORKSPACE = ±1.00 ACRES  
 TOTAL EXTRA TEMPORARY WORKSPACE = ±0.06 ACRE  
 TOTAL SPRINGING TEMPORARY WORKSPACE = ±0.40 ACRE



- LEGEND**
- P PROPERTY LINE
  - - - EXISTING PIPELINE
  - - - PROPOSED SPRINGING WORKSPACE
  - △ CALCULATED POINT
  - FOUND MONUMENT
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINATION
  - P.O.R. POINT OF REFERENCE
  - ( ) RECORD INFORMATION



**NOTES:**

SURVEY PERFORMED ON 04/17/19.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR DEPICTING THE PROPERTY BOUNDARIES SHOWN HEREON WERE PROVIDED BY PINNACLE RESOURCES GROUP LLC.

AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.

ALL BEARINGS AND COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 SOUTH CENTRAL ZONE, US SURVEY FOOT AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) STATIC SURVEY. DISTANCES SHOWN HEREIN ARE BASED ON GRID.

A LEGAL DESCRIPTION OF THIS PERMANENT EASEMENT (EXHIBIT "A") HEREWITH ACCOMPANIES THIS PLAT.

APPROVED: *G. Alex Teague*  
 G. ALEX TEAGUE, TX. LICENSE NO. 6623  
 MORRIS P. HEBERT, INC.  
 1540 UNIVERSAL CITY BLVD.  
 UNIVERSAL CITY, TEXAS 78148

1	07/08/19	BD	ADDED SPRINGING TEMPORARY WORKSPACE
NO.	DATE	REV. BY:	REVISION

**HSC PIPELINE PARTNERSHIP, LLC**

**16" WIDE PERMANENT EASEMENT ACROSS THE  
 CITY OF LA PORTE TRACT  
 LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625  
 HARRIS COUNTY, TEXAS**

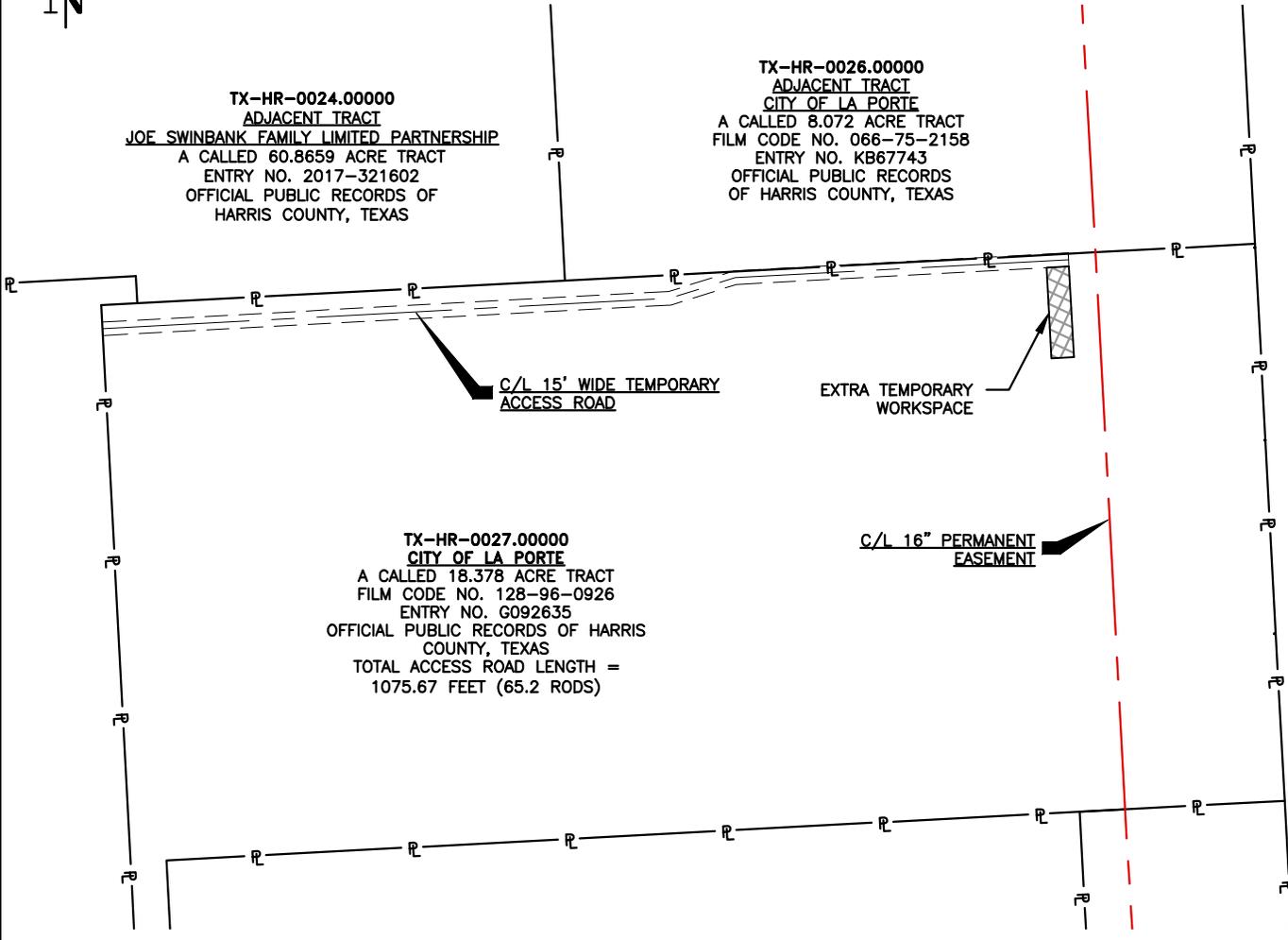
DRAWN BY: G.A.	SHEET: 1 OF 1
CHKD./APPD. BY: GAT	SCALE: 1" = 200'
UPDATED BY: AB	DATE: 06/12/19
DATA BASE: 13448	JOB NO. 13448
MPH CAD FILE: TX-HR-0027.00000_REV1.DWG	

EXHIBIT "B"  
HARRIS COUNTY, TEXAS  
RICHARD PEARSALL 1/3 LEAGUE A-625



TX-HR-0024.00000  
ADJACENT TRACT  
JOE SWINBANK FAMILY LIMITED PARTNERSHIP  
A CALLED 60.8659 ACRE TRACT  
ENTRY NO. 2017-321602  
OFFICIAL PUBLIC RECORDS OF  
HARRIS COUNTY, TEXAS

TX-HR-0026.00000  
ADJACENT TRACT  
CITY OF LA PORTE  
A CALLED 8.072 ACRE TRACT  
FILM CODE NO. 066-75-2158  
ENTRY NO. KB67743  
OFFICIAL PUBLIC RECORDS  
OF HARRIS COUNTY, TEXAS



TX-HR-0027.00000  
CITY OF LA PORTE  
A CALLED 18.378 ACRE TRACT  
FILM CODE NO. 128-96-0926  
ENTRY NO. G092635  
OFFICIAL PUBLIC RECORDS OF HARRIS  
COUNTY, TEXAS  
TOTAL ACCESS ROAD LENGTH =  
1075.67 FEET (65.2 RODS)

C/L 16" PERMANENT  
EASEMENT

**LEGEND**

— R — PROPERTY LINE

**NOTES:**

THIS SKETCH WAS PREPARED FOR REVIEW PURPOSES ONLY. THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE RELIED UPON AS SUCH. PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON RECORD DEED INFORMATION.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR DEPICTING THE PROPERTY BOUNDARIES SHOWN HEREON WERE PROVIDED BY PINNACLE RESOURCES GROUP LLC.

**PLAN**

GRAPHIC SCALE



NO.	DATE	REV. BY:	REVISION

**HSC PIPELINE PARTNERSHIP, LLC**

SKETCH SHOWING APPROXIMATE LOCATION OF  
PROPOSED 15' WIDE TEMPORARY ACCESS ROAD ACROSS THE CITY OF LA PORTE TRACT  
LOCATED IN THE RICHARD PEARSALL 1/3 LEAGUE A-625  
HARRIS COUNTY, TEXAS

DRAWN BY: BD	SHEET: 1 OF 1
CHKD./APPD. BY:	SCALE: 1" = 200'
UPDATED BY:	DATE: 10/08/19
DATA BASE: 13448	JOB NO. 13448
MPH CAD FILE: TX-HR-0027.00000_SK.DWG	

Aerial Photography

Proposed Pipeline & Springing  
Temporary Workspace

Existing High Voltage  
Transmission Lines

N.C. St  
Proposed Temporary  
Access Road

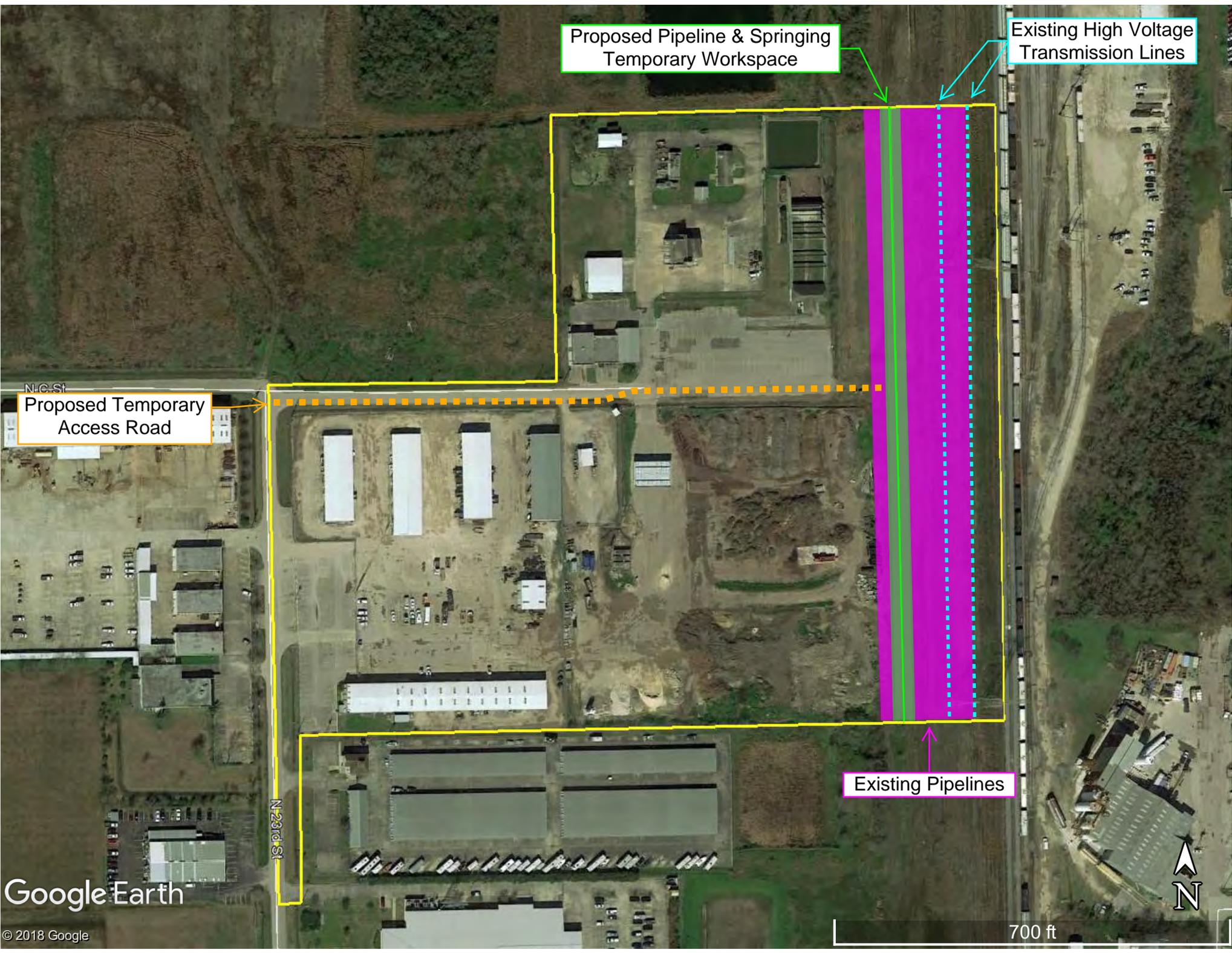
Existing Pipelines

N 23rd St

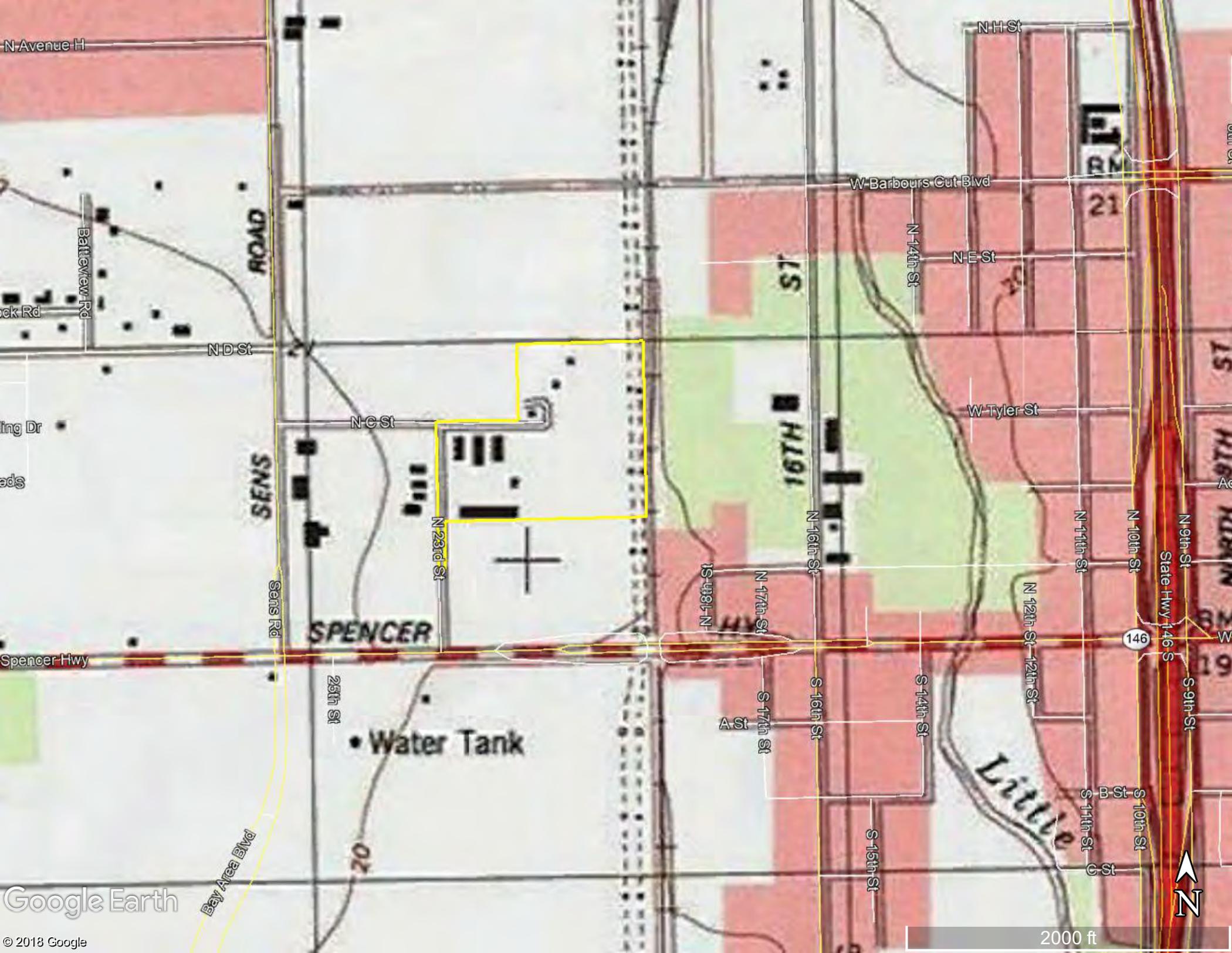
Google Earth

© 2018 Google

700 ft



Topographical Map



N Avenue H

N H St

W Barbours Cut Blvd

ROAD

N E St

N 14th St

21

ck Rd

Battleview Rd

N D St

N C St

15

ing Dr

eds

W Tyler St

SENS

N 23rd St

16TH

N 16th St

N 10th St

N 9th St

Spencer Hwy

Sens Rd

SPENCER

N 11th St

N 10th St

N 9th St

State Hwy 146 S

146

25th St

Water Tank

N 18th St

N 17th St

S 16th St

S 14th St

N 12th St - 12th St

S 9th St

Google Earth

© 2018 Google

Bay Area Blvd

20

A St

S 17th St

S 15th St

Little

B St

S 10th St

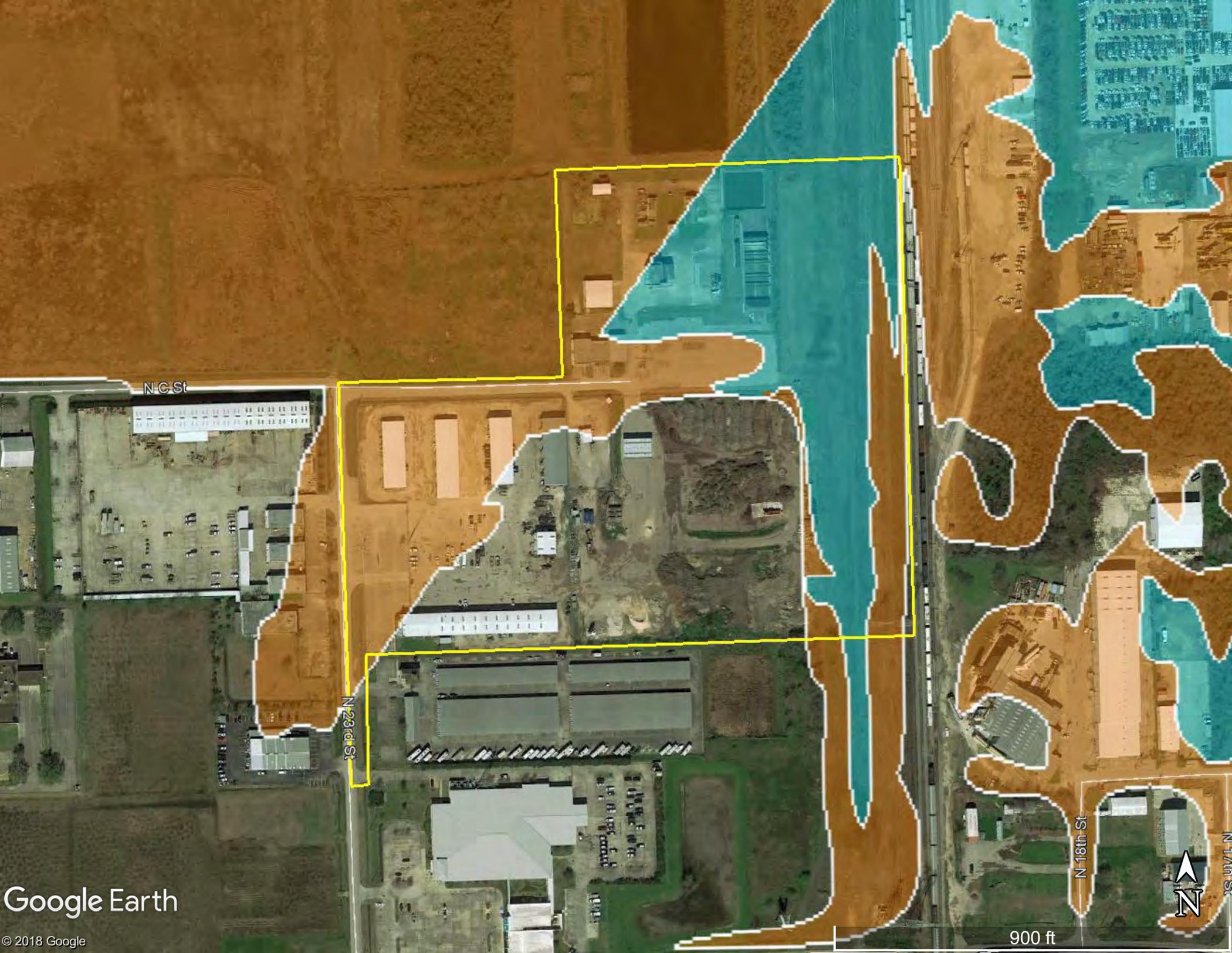
S 11th St

C St



2000 ft

Flood Map



N.C. St

N 23rd St

N 18th St

N 15th St



900 ft

Photographs

PHOTOGRAPHS



**Point from which taken:** N 23<sup>rd</sup> Street, west line of the subject property

**Looking:** East at the subject property



**Point from which taken:** N C Street, north line of the subject property

**Looking:** Northeast at the subject property

PHOTOGRAPHS



**Point from which taken:** N C Street, north line of the subject property

**Looking:** North at the subject property



**Point from which taken:** N C Street, north line of the subject property

**Looking:** South at the subject property

PHOTOGRAPHS



**Point from which taken:** Spencer Highway, south of the subject property

**Looking:** North towards the subject property and partial acquisition along existing easements



**Point from which taken:** N 23<sup>rd</sup> Street, west line of the subject property

**Looking:** South along N 23<sup>rd</sup> Street frontage (subject on the left)

Deed of Record

K867743

GENERAL WARRANTY DEED

066-75-2158

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, BEN J. FORTSON, Trustee of the Mattie K. Carter Trust, of Tarrant County, Texas, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable considerations to me in hand paid by the CITY OF LA PORTE, a municipal corporation of Harris County, Texas, herein after called Grantee, whose mailing address is Post Office Box 1115, La Porte, Texas 77571, receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantee, the following described property, to-wit:

Being an 8.072-acre tract (351,617 sq. ft.) of land comprising all of Blocks 656 and 657, part of Block 658 including the alleys and streets enclosed herein, in the R. W. Lee Subdivision as recorded in Volume 67, Page 1, Harris County Deed Records, Richard Pearsall League, A-625, La Porte, Harris County, Texas. The 8.072-acre tract as surveyed by H. Carlos Smith, Engineers & Surveyors, Inc., on November 3, 1986, is more particularly described by metes and bounds on Exhibit "A" attached hereto, incorporated by reference herein and made a part hereof for all purposes.

Grantor reserves unto the said Trust all interest in and to all of the oil, gas, sulfur and other minerals, whether similar or not, in, on, or under, and that may be produced and saved from the property, without right of surface use by Grantor for the exploration or production of said minerals.

This conveyance is SUBJECT TO the following:

1. Houston Lighting & Power 120-foot easement across the east side of subject property as shown on a sketch attached to instrument recorded in Volume 7809, Page 381, of the Deed Records of Harris County, Texas.
2. An unobstructed aerial easement 20 feet in width from a plane 25 feet above the ground upward the location of which is shown as crosshatched area on Sketch No. A22402, prepared by Houston Lighting & Power Company, and attached to instrument recorded in Volume 7809, Page 381, of the Deed Records of Harris County, Texas.

066-75-2159

-2-

3. Easement for pipeline purposes granted to Magnolia Pipeline Company and subsequent conveyances as evidenced by instrument recorded in Volume 3200, Page 405, of the Deed Records of Harris County, Texas. Recorded in Volume 3292, Page 119, of the Deed Records of Harris County, Texas. Recorded in Volume 3410, Page 320, of the Deed Records of Harris County, Texas. Recorded in Volume 5860, Page 551, of the Deed Records of Harris County, Texas, Block 656.
4. Easement for pipeline purposes granted to Tenneco Corporation, as evidenced by instrument recorded in Volume 4305, Page 597, of the Deed Records of Harris County, Texas. Recorded in Volume 31, Page 442, of the Bill of Sale Records of Harris County, Texas, Block 656.
5. Easement for waterline purposes granted to Coastal Industrial Water Authority, as located in instrument filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. E092967. (Part of Block 656.)
6. Easement for distribution lines granted to Houston Lighting & Power Company as located and described in instrument recorded in Volume 4656, Page 518, of the Deed Records of Harris County, Texas, part of Block 656.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever. And Grantor, does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors, and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns."



## GENERAL WARRANTY DEED

128-96-0896

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, EMILY BESS CATHEY (hereinafter sometimes called "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the CITY OF LA PORTE, a Municipal Corporation (hereinafter sometimes called "Grantee"), has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee an undivided one-fourth (1/4) interest in and to the following described property situated in Harris County, Texas, (said undivided one-fourth (1/4) interest in said property being hereinafter called "said interest"), to wit:

(i) That certain tract of land out of the Richard Pearsall League, Abstract 625 in Harris County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

(ii) A non-exclusive ten-foot wide easement for water and sewer lines over and across that certain tract of land south of the southerly line of the above described property and being more particularly described in Exhibit "B" attached hereto and made a part hereof.

Grantor excepts herefrom and reserves unto herself, her heirs and assigns an undivided one-fourth (1/4) interest in and to a non-exclusive easement for water and sewer lines over and across that certain ten-foot wide tract of land described in Exhibit "C" attached hereto and made a part hereof. (The land described in Exhibits "B" and "C" attached hereto is sometimes collectively referred to herein as the "Easement Area").

Grantor further excepts herefrom and reserves unto Grantor and Grantor's heirs, successors and assigns, an undivided one-fourth (1/4) interest in and to all of the oil, gas, sulphur and other minerals, whether similar or not, in, on, or under and that may be produced and saved from the property conveyed hereby, without, however, any rights of ingress or egress, to or upon the

surface of the hereinabove described property. Grantor covenants and agrees that any exploration for, drilling, producing, treating, transporting or any other activity relating to the oil, gas, sulphur or other minerals shall be conducted by either unitized operations or by means of directional drilling with, in either event all surface facilities located on lands other than the hereinabove described property.

The property conveyed hereby is restricted against and shall not be used for a sewer treatment facility, sanitary land fill or garbage dump. This restriction shall be a covenant running with the land, for the benefit of the adjoining property owned by Grantor and may be enforceable by Grantor and Grantor's successors in title to said adjoining property.

Grantee, as a part of the consideration for this conveyance, agrees to pave 23rd Street in the City of La Porte, Texas from Spencer Highway (West Main Street, La Porte, Texas) to the property conveyed hereby, said paving to be completed on or before eighteen (18) months from the date hereof, and further agrees to open said portion of Spencer Highway to public traffic. The said paving shall consist of an all-weather road at least twenty-two feet (22') in width, with a minimum eight-inch lime-stone base, with a minimum 2-course penetration paving.

This conveyance is made and accepted subject to all valid and subsisting easements, restrictions, reservations, exceptions, conditions, covenants and notices of legal proceedings of record in Harris County, Texas, to the extent that the same affect the hereinabove described property.

Grantee shall, within eighteen (18) months from the date hereof, construct an eight-inch sewer line and a six-inch water line in the Easement Area, with the least disturbance reasonably possible to the use of the surface of the Easement Area. The said pipelines shall be buried and maintained to and at a depth of at least thirty-six inches (36") below the exposed

surface of the ground, measured from the top of the outside wrapping or covering of the pipe to the exposed surface of the ground. Grantee agrees to "double ditch" so as to return and replace all the topsoil, insofar as possible, to the top of the ditch or excavation when the same is filled following initial construction of said pipelines and thereafter to similarly "double ditch" so as to return and replace all the topsoil, insofar as possible, to the top of the ditch or excavation when the same is filled following any ditching or excavating by Grantee, its employees or any other person acting under its direction or contract within the Easement Area. Grantee shall not construct, build, install or maintain any above-ground structures, installations, equipment, apparatus or facilities of any kind or character on or within the boundaries of the Easement Area.

Grantee agrees that as soon as reasonably possible, after said pipelines are constructed in the Easement Area hereunder and thereafter as often as may be necessary, Grantee shall back-fill, smooth and level the Easement Area and otherwise cause the Easement Area and the exposed surface thereof to be restored and maintained to the same grade or level as the lands on either side of the Easement Area and otherwise to be restored as nearly as reasonably possible to its original condition, and to smooth the Easement Area to such a degree that both of the same may be easily mowed. In the event, after such initial back-filling, smoothing and leveling by Grantee, the Easement Area shall at any time or times become out of repair or unlevel due to subsidence or due to or because of any reason connected with Grantee's activities or operations on the said easement (including, but not limited to, subsidence, inspection, maintenance, repair, operation, replacement and, or, removal of Grantee's pipeline located in the Easement Area), Grantee will promptly thereafter continue to fill, smooth and level said area as often as necessary until the Easement Area is restored as hereinabove provided and other-

wise as nearly as reasonably possible to its original surface condition.

Grantee agrees that Grantor shall be entitled, at no charge to Grantor other than Grantee's standard tap-in fee, to tap in to the pipeline to be constructed under the terms of this easement at any time in the future, for the purpose of providing water and sewer service to the property owned by Grantor at the above described location.

Grantee shall be liable to Grantor and Grantor's tenants, and hereby agrees to pay to Grantor and Grantor's tenants for any and all damages and injuries to persons, growing crops, livestock, trees, fences, buildings, houses, grasses and the improvements and other activities of Grantor, or Grantor's tenants, resulting from the use of and any operations or activities on the Easement by Grantee, its employees, agents or any other persons acting under its direction or under contract with it and not caused by Grantor, its employees, agents or any other persons acting under their direction or contract with them.

In addition, Grantee agrees to indemnify, protect and hold harmless Grantor of and from any and all claims, demands, costs (including but not limited to attorneys' fees), expenses, damages, losses and causes or suits for damages because of injury to persons (including death), and injury or damage to or loss of any property or improvements resulting from the use or occupancy by Grantee, its employees, agents or any other persons acting under its direction or under contract with Grantee of the Easement Area or with respect to the operations or activities of Grantee, its employees, agents or any other persons acting under its direction or under contract with Grantee within the Easement Area.

Grantee agrees to clean any and all debris from the Easement Area resulting from or arising out of acts, activities or operations thereon of Grantee, its employees or any other

persons acting under its direction or contract with it; and Grantee further agrees to keep the Easement Area clean from any and all debris resulting from or arising out of acts, activities or operations therein of Grantee, its employees or any other persons acting under its direction or under contract with Grantee.

Grantee agrees that now and at all future times Grantee, its employees or any other persons acting under its direction or under contract with Grantee will comply with pipeline construction and, or, pipeline safety rules and regulations promulgated by any governmental authority having jurisdiction or authority over the pipelines constructed within the Easement Area and, or, over the construction and, or, maintenance and operation thereof.

TO HAVE AND TO HOLD Said Interest, together with all and singular the rights and appurtenances thereto in any wise belonging, subject as aforesaid, unto Grantee, its successors and assigns, forever; and, Grantor hereby binds herself, her heirs and personal representatives to warrant and forever defend all and singular Said Interest, subject as aforesaid, unto Grantee, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

Grantee assumes and agrees to pay ad valorem taxes of any kind whatsoever assessed against Said Interest for the current year.

EXECUTED as of the date of the acknowledgment attached hereto, but effective as of the 15<sup>th</sup> day of May, 1979.

*Emily Bess Cathey*  
EMILY BESS CATHEY

THE STATE OF TEXAS §  
COUNTY OF *Dimmit* §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared EMILY BESS CATHEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of *May*, 1979.

*Annie Green*  
Notary Public in and for  
*Dimmit* County, Texas  
(ANNIE GREEN)

My Commission Expires:  
6300

## EXHIBIT "A"

Being an 18.378 acre tract of land located in L. Porte, Harris County, Texas and being out of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records. The said 18.378 acre tract embraces Blocks 674, 675, 676 and 677, Part of Blocks 692, 693, 694 and 695, as shown upon the plat of T.W. Lee Subdivision as referred to, as well as the streets and alleys contiguous to and/or intersecting said blocks; said portion of said subdivision having been cancelled by an order of Harris County Commissioners Court, dated April 8, 1935. The 18.378 acre tract is also a portion of two tracts as described in a deed from the First National Bank of Waco, Waco, Texas, Administrator of the will of Elizabeth Stiles, to W.E. Stiles, Mrs. Lucy Bell Cobb, Mrs. Ruth Stiles and Emily Bess Cathey and of record in Volume 7606, Pg. 467-468 of the Harris County Deed Records. Said 18.378 acre tract is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the Northeast corner of this tract; said Northeast corner is the point of intersection of the centerline of former "C" Street and the West right-of-way of the G.H. & S.A. Railroad (19th Street);

Thence, South, with the West right-of-way line of the O.H. & S.A. Railroad (19th Street), for a distance of 615.00 feet to a 5/8 inch iron rod, set for the Southeast corner of this tract;

Thence, West, a distance of 1,242.53 feet to a 5/8 inch iron rod set for corner in the former East right-of-way line of 23rd Street;

Thence, South, a distance of 295.00 feet to a 5/8 inch iron rod set for the most easterly Southwest corner of this tract and from which a 1/2 inch iron rod was found to be 0.17 feet South and 0.55 feet West;

Thence, West, a distance of 40.00 feet to a 5/8 inch iron rod set in the centerline of former 23rd Street, for the Southwest corner of this tract;

Thence, North, with the centerline of former 23rd Street, a distance of 910.00 feet to a 5/8 inch iron rod set in the centerline of former "C" Street, for the Northeast corner of this tract.

Thence, East, with the centerline of former "C" Street, a distance of 1,282.53 feet to the POINT OF BEGINNING.

342BB

## EXHIBIT "B"

Being a 10.00 foot wide easement across that 38.270 acre tract of land being a combination of Tract I and Tract II as described in a deed recorded in Volume 7606, Page 467-468 of the Harris County Deed Records; said tracts are a portion of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League, A-625, Harris County, Texas according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records, the 10.00 foot easement is more particularly described as follows:

Commencing at a 5/8 inch iron rod found for the Northeast corner of the aforementioned 38.270 acre tract.

Thence, South, along the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 615.00 feet to the Northeast corner of the 10.00 foot easement; said point is also the Southeast corner of a proposed 18.378 acre tract and the POINT OF BEGINNING;

Thence, West, coincident with the South property line of the proposed 18.378 acre tract, a distance of 1,242.53 feet to a point in the East right-of-way line of former 23rd Street, said point being the Northwest corner of this 10.00 foot easement;

Thence, South, coincident with the East right-of-way line of former 23rd Street, a distance of 10.00 feet to a point for the Southwest corner of this 10.00 foot easement;

Thence, East, parallel with and 10.00 feet (or thereabouts measured perpendicular to) of the South property line of the proposed 18.378 acre tract; a distance of 1,242.53 feet to a point in the West right-of-way line of the G.H. & S.A. Railroad (19th Street);

Thence, North, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 10.00 feet to the POINT OF BEGINNING.

342CC

128-96-0904

EXHIBIT "C"

Being a 10.00 foot wide easement along the South property line of a proposed 18.378 acre tract of land, being a combination of Tract I and Tract II as described in a deed recorded in Volume 7606, Page 467-468 of the Harris County Deed Records; said tracts are a portion of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League, A-625, Harris County, Texas according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records. The 10.00 foot easement is more particularly described as follows:

Commencing at 5/8 inch iron rod found for the Northeast corner of the aforementioned 38.270 acre tract, which is also the Northeast corner of the proposed 18.378 acre tract.

Thence, South, along the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 615.00 feet to the Southeast corner of the 10.00 foot easement; said point is also the Southeast corner of the proposed 18.378 acre tract and THE POINT OF BEGINNING.

Thence, West, along the South property line of the proposed 18.378 acre tract, a distance of 1,242.53 feet to a point in the East right-of-way line of former 23rd Street; said point being the Southwest corner of this 10.00 foot easement;

Thence, North, coincident with the East right-of-way line of former 23rd Street a distance of 10.00 feet to a point in the West right-of-way line of the proposed 10.00 foot easement;

Thence, East, parallel with and 10.00 foot North (as measured perpendicular to) of the South property line of the proposed 18.378 acre tract; a distance of 1,242.53 feet to a point in the West right-of-way line of the G.H. & S.A. Railroad (19th Street);

Thence, South, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street, a distance of 10.00 feet to the POINT OF BEGINNING.

*Return*  
↓  
KNOX W. ASHNS, J.D.  
ATTORNEY AT LAW  
702 W. FAIRMONT PARKWAY  
P.O. BOX 1218  
LA PORTE TEXAS 77571

342DD

6092633

128-96-0906

VAL 24-77 896985 0927 17 A FD 19.00

GENERAL WARRANTY DEED

THE STATE OF TEXAS §  
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, LUCY BELL COBB as Trustee for the LUCY COBB TRUST (hereinafter sometimes called "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the CITY OF LA PORTE, a Municipal corporation (hereinafter sometimes called "Grantee"), has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee an undivided one-fourth (1/4) interest in and to the following described property situated in Harris County, Texas, (said undivided one-fourth (1/4) interest in said property being hereinafter called "Said Interest"): to wit:

(i) That certain tract of land out of the Richard Pearsall 1/3 League, Abstract 625 in Harris County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

(ii) A non-exclusive ten-foot wide easement for water and sewer lines over and across that certain tract of land south of the southerly line of the above described property and being more particularly described in Exhibit "B" attached hereto and made a part hereof.

Grantor excepts herefrom and reserves unto Grantor, Grantor's heirs, successors and assigns an undivided one-fourth (1/4) interest in and to a non-exclusive easement for water and sewer lines over and across that certain ten-foot wide tract of land described in Exhibit "C" attached hereto and made a part hereof. (The land described in Exhibits "B" and "C" attached hereto is sometimes collectively referred to herein as the "Easement Area").

Grantor further excepts herefrom and reserves unto Grantor and Grantor's heirs, successors and assigns, an undivided one-fourth (1/4) interest in and to all of the oil, gas, sulphur and other minerals, whether similar or not, in, on, or under and

that may be produced and saved from the property conveyed hereby, without, however, any rights of ingress or egress, to or upon the surface of the hereinabove described property. Grantor covenants and agrees that any exploration for, drilling, producing, treating, transporting or any other activity relating to the oil, gas, sulphur or other minerals shall be conducted by either unitized operations or by means of directional drilling with, in either event all surface facilities located on lands other than the hereinabove described property.

The property conveyed hereby is restricted against and shall not be used for a sewer treatment facility, sanitary land fill or garbage dump. This restriction shall be a covenant running with the land, for the benefit of the adjoining property owned by Grantor and may be enforceable by Grantor and Grantor's successors in title to said adjoining property.

Grantee, as a part of the consideration for this conveyance, agrees to pave 23rd Street in the City of La Porte, Texas from Spencer Highway (West Main Street, La Porte, Texas) to the property conveyed hereby, said paving to be completed on or before eighteen (18) months from the date hereof, and further agrees to open said portion of Spencer Highway to public traffic. The said paving shall consist of an all-weather road at least twenty-two feet (22') in width, with a minimum eight-inch limestone base, with a minimum 2-course penetration paving.

This conveyance is made and accepted subject to all valid and subsisting easements, restrictions, reservations, exceptions, conditions, covenants and notices of legal proceedings of record in Harris County, Texas, to the extent that the same affect the hereinabove described property.

Grantee shall, within eighteen (18) months from the date hereof, construct an 8" sewer line and a 6" water line in the Easement Area, with the least disturbance reasonably possible to the use of the surface of the Easement Area. The said pipe-

lines shall be buried and maintained to and at a depth of at least thirty-six inches (36") below the exposed surface of the ground, measured from the top of the outside wrapping or covering of the pipe to the exposed surface of the ground. Grantee agrees to "double ditch" so as to return and replace all the topsoil, insofar as possible, to the top of the ditch or excavation when the same is filled following initial construction of said pipelines and thereafter to similarly "double ditch" so as to return and replace all the topsoil, insofar as possible, to the top of the ditch or excavation when the same is filled following any ditching or excavating by Grantee, its employees or any other person acting under its direction or contract within the Easement Area. Grantee shall not construct, build, install or maintain any above-ground structures, installations, equipment, apparatus or facilities of any kind or character on or within the boundaries of the Easement Area.

Grantee agrees that as soon as reasonably possible, after said pipelines are constructed in the Easement Area hereunder and thereafter as often as may be necessary, Grantee will back-fill, smooth and level the Easement Area and otherwise cause the Easement Area and the exposed surface thereof to be restored and maintained to the same grade or level as the lands on either side of the Easement Area and otherwise to be restored as nearly as reasonably possible to its original condition, and to smooth the Easement Area to such a degree that both of the same may be easily mowed. In the event, after such initial back-filling, smoothing and leveling by Grantee, the Easement Area shall at any time or times become out of repair or unlevel due to subsidence or due to or because of any reason connected with Grantee's activities or operations on the said easement (including, but not limited to, subsidence, inspection, maintenance, repair, operation, replacement and, or, removal of Grantee's pipeline located in the Easement Area), Grantee will promptly thereafter continue

to fill, smooth and level said area as often as necessary until the Easement Area is restored as hereinabove provided and otherwise as nearly as reasonably possible to its original surface condition.

Grantee agrees that Grantor shall be entitled, at no charge to Grantor other than Grantee's standard tap-in fee, to tap in to the pipeline to be constructed under the terms of this easement at any time in the future, for the purpose of providing water and sewer service to the property owned by Grantor at the above described location.

Grantee shall be liable to Grantor and Grantor's tenants, and hereby agrees to pay to Grantor and Grantor's tenants, for any and all damages and injuries to persons, growing crops, livestock, trees, fences, buildings, houses, grasses and the improvements and other activities of Grantor, or Grantor's tenants, resulting from the use of and any operations or activities on the ~~Easement Area~~ by Grantee, its employees, agents or any other persons acting under its direction or under contract with it and not caused by Grantor, her employees, tenants or any other persons acting under their direction or contract with them.

In addition, Grantee agrees to indemnify, protect and hold harmless Grantor of and from any and all claims, demands, costs (including but not limited to attorneys' fees), expenses, damages, losses and causes or suits for damages because of injury to persons (including death), and injury or damage to or loss of any property or improvements resulting from the use or occupancy by Grantee, its employees, agents or any other persons acting under its direction or under contract with Grantee of the Easement Area or with respect to the operations or activities of Grantee, its employees, agents or any other persons acting under its direction or under contract with Grantee within the Easement Area.

Grantee agrees to clean any and all debris from the Easement Area resulting from or arising out of acts, activities or operations thereon of Grantee, its employees or any other persons acting under its direction or contract with it; and Grantee further agrees to keep the Easement Area clean from any and all debris resulting from or arising out of acts, activities or operations therein of Grantee, its employees or any other persons acting under its direction or under contract with Grantee.

Grantee agrees that now and at all future times Grantee, its employees or any other persons acting under its direction or under contract with Grantee will comply with pipeline construction and, or, pipeline safety rules and regulations promulgated by any governmental authority having jurisdiction or authority over the pipelines constructed within the Easement Area and, or, over the construction and, or, maintenance and operation thereof.

TO HAVE AND TO HOLD Said Interest, together with all and singular the rights and appurtenances thereto in any way belonging, subject as aforesaid, unto Grantee, its successors and assigns, forever; and, Grantor hereby binds Grantor and Grantor's heirs, successors and personal representatives to warrant and forever defend all and singular Said Interest, subject as aforesaid, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee assumes and agrees to pay ad valorem taxes of any kind whatsoever assessed against Said Interest for the current year.

EXECUTED as of the date of the acknowledgment attached hereto, but effective as of the 15th day of May, 1979.

*Lucy Bell Cobb*  
LUCY BELL COBB as Trustee for the  
LUCY COBB TRUST

128-96-0911

THE STATE OF <sup>OKLA</sup> ~~TEXAS~~ 5  
COUNTY OF CITTAHUNA 6

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared LUCY BELL COBB as Trustee for the LUCY COBB TRUST, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4<sup>th</sup> day of May, 1979.



M. M. Middleton  
Notary Public in and for  
CITTAHUNA County, OKLAHOMA  
(MAYNE M. MIDDLETON)

RECORDER'S MEMORANDUM  
ALL SIGNATURES, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.

128-96-0912

EXHIBIT "A"

Being an 18.378 acre tract of land located in La Forte, Harris County, Texas and being out of the T.W. Lee Subdivision in the Richard Pearball 1/3 League according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records. The said 18.378 acre tract embraces Blocks 674, 675, 676 and 677. Part of Blocks 692, 693, 694 and 695, as shown upon the plat of T.W. Lee Subdivision as referred to, as well as the streets and alleys contiguous to and/or intersecting said blocks; said portion of said subdivision having been cancelled by an order of Harris County Commissioners Court, dated April 8, 1935. The 18.378 acre tract is also a portion of two tracts as described in a deed from the First National Bank of Waco, Waco, Texas, Administrator of the will of Elizabeth Stiles, to W.S. Stiles, Mrs. Lucy Bell Cobb, Mrs. Ruth Stiles and Emily Bess Cathey and of record in Volume 7606, Pg. 467-468 of the Harris County Deed Records. Said 18.378 acre tract is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the Northeast corner of this tract; said Northeast corner is the point of intersection of the centerline of former "C" Street and the West right-of-way of the C.H. & S.A. Railroad (19th Street);

Thence, South, with the West right-of-way line of the C.H. & S.A. Railroad (19th Street), for a distance of 615.00 feet to a 5/8 inch iron rod, set for the Southeast corner of this tract;

Thence, West, a distance of 1,242.53 feet to a point for corner in the former East right-of-way of the C.H. & S.A. Railroad; a 5/8 inch iron rod set for corner;

Thence, South, a distance of 295.00 feet to a 5/8 inch iron rod set for the most easterly Southwest corner of this tract and from which a 1/2 inch iron rod was found to be 0.17 feet South and 0.55 feet West;

Thence, West, a distance of 40.00 feet to a 5/8 inch iron rod set in the centerline of former 23rd Street, for the Southwest corner of this tract;

Thence, North, with the centerline of former 23rd Street, a distance of 910.00 feet to a 5/8 inch iron rod set in the centerline of former "C" Street, for the Northeast corner of this tract.

Thence, East, with the centerline of former "C" Street, a distance of 1,242.53 feet to the POINT OF BEGINNING.

342BB

128-96-0913

EXHIBIT "B"

Being a 10.00 foot wide easement across that 38.270 acre tract of land being a combination of Tract I and Tract II as described in a deed recorded in Volume 7606, Page 467-468 of the Harris County Deed Records; said tracts are a portion of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League, A-625, Harris County, Texas according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records, the 10.00 foot easement is more particularly described as follows:

Commencing at a 5/8 inch iron rod found for the Northeast corner of the aforementioned 38.270 acre tract.

Thence, South, along the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 615.00 feet to the Northeast corner of the 10.00 foot easement; said point is also the Southeast corner of a proposed 18.378 acre tract and the POINT OF BEGINNING;

Thence, West, coincident with the South property line of the proposed 18.378 acre tract, a distance of 1,242.53 feet to a point in the East right-of-way line of former 23rd Street, said point being the Northwest corner of this 10.00 foot easement;

Thence, South, coincident with the East right-of-way line of former 23rd Street, a distance of 10.00 feet to a point for the Southwest corner of this 10.00 foot easement;

Thence, East, parallel with and 10.00 feet South (as measured perpendicular to) of the South property line of the proposed 18.378 acre tract; a distance of 1,242.53 feet to a point in the West right-of-way line of the G.H. & S.A. Railroad (19th Street);

Thence, North, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 10.00 feet to the POINT OF BEGINNING.

342LC

128-96-0914

EXHIBIT "C"

Being a 10.00 foot wide easement along the South property line of a proposed 18.378 acre tract of land, being a combination of Tract I and Tract II as described in a deed recorded in Volume 7606, Page 467-468 of the Harris County Deed Records; said tracts are a portion of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League, A-625, Harris County, Texas according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records. The 10.00 foot easement is more particularly described as follows:

Commencing at 5/8 inch iron rod found for the Northeast corner of the aforementioned 38.270 acre tract, which is also the Northeast corner of the proposed 18.378 acre tract.

Thence, South, along the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 615.00 feet to the Southeast corner of the 10.00 foot easement; said point is also the Southeast corner of the proposed 18.378 acre tract and THE POINT OF BEGINNING.

Thence, West, coincident with the South property line of the proposed 18.378 acre tract, a distance of 1,242.53 feet to a point in the East right-of-way line of former 23rd Street; said point being the Southwest corner of this 10.00 foot easement;

Thence, North, coincident with the East right-of-way line of former 23rd Street a distance of 10.00 feet to a point for the Northwest corner of this 10.00 foot easement;

Thence, East, parallel with and 10.00 feet North (as measured perpendicular to) of the South property line of the proposed 18.378 acre tract; a distance of 1,242.53 feet to a point in the West right-of-way line of the G.H. & S.A. Railroad (19th Street);

Thence, South, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 10.00 feet to the POINT OF BEGINNING.

*Return  
20*

KNOX W. ASKINS, J.D.  
ATTORNEY AT LAW  
702 W. FAIRMONT PARKWAY  
P.O. BOX 1218  
LA PORTE, TEXAS 77571

342DD

GENERAL WARRANTY DEED

128-96-0916

128-96-0917

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS

THAT the undersigned, RUTH STILES OBERG (hereinafter sometimes called "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the CITY OF LA PORTE, a Municipal corporation (hereinafter sometimes called "Grantee"), has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee an undivided one-fourth (1/4) interest in and to the following described property situated in Harris County, Texas, (said undivided one-fourth (1/4) interest in said property being hereinafter called "Said Interest"), to-wit:

(i) That certain tract of land out of the Richard Pearsall League, Abstract 625 in Harris County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

(ii) A non-exclusive ten-foot wide easement for water and sewer lines over and across that certain tract of land south of the southerly line of the above described property and being more particularly described in Exhibit "B" attached hereto and made a part hereof.

Grantor excepts herefrom and reserves unto herself, her heirs and assigns an undivided one-fourth (1/4) interest in and to a non-exclusive easement for water and sewer lines over and across that certain ten-foot wide tract of land described in Exhibit "C" attached hereto and made a part hereof. (The land described in Exhibits "B" and "C" attached hereto is sometimes collectively referred to herein as the "Easement Area").

Grantor further excepts herefrom and reserves unto Grantor and Grantor's heirs, successors and assigns, an undivided one-fourth (1/4) interest in and to all of the oil, gas, sulphur and other minerals, whether similar or not, in, on, or under and that may be produced and saved from the property conveyed hereby, without, however, any rights of ingress or egress, to or upon the

surface of the hereinabove described property. Grantor covenants and agrees that any exploration for, drilling, producing, treating, transporting or any other activity relating to the oil, gas, sulphur or other minerals shall be conducted by either unitized operations or by means of directional drilling with, in either event all surface facilities located on lands other than the hereinabove described property.

The property conveyed hereby is restricted against and shall not be used for a sewer treatment facility, sanitary land fill or garbage dump. This restriction shall be a covenant running with the land, for the benefit of the adjoining property owned by Grantor and may be enforceable by Grantor and Grantor's successors in title to said adjoining property.

Grantee, as a part of the consideration for this conveyance, agrees to pave 23rd Street in the City of La Porte, Texas from Spence Highway (West Main Street, La Porte, Texas) to the property conveyed hereby, said paving to be completed on or before eighteen (18) months from the date hereof, and further agrees to open said portion of Spencer Highway to public traffic. The said paving shall consist of an all-weather road at least twenty-two feet (22') in width, with a minimum eight-inch limestone base, with a minimum 2-course penetration paving.

This conveyance is made and accepted subject to all valid and subsisting easements, restrictions, reservations, exceptions, conditions, covenants and notices of legal proceedings of record in Harris County, Texas, to the extent that the same affect the hereinabove described property.

Grantee shall, within eighteen (18) months from the date hereof, construct an eight-inch sewer line and a six-inch water line in the Easement Area, with the least disturbance reasonably possible to the use of the surface of the Easement Area. The said pipelines shall be buried and maintained to and

at a depth of at least thirty-six inches (36") below the exposed surface of the ground, measured from the top of the outside wrapping or covering of the pipe to the exposed surface of the ground. Grantee agrees to "double ditch" so as to return and replace all the topsoil, insofar as possible, to the top of the ditch or excavation when the same is filled following initial construction of said pipelines and thereafter to similarly "double ditch" so as to return and replace all the topsoil, insofar as possible, to the top of the ditch or excavation when the same is filled following any ditching or excavating by Grantee, its employees or any other person acting under its direction or contract within the Easement Area. Grantee shall not construct, build, install or maintain any above-ground structures, installations, equipment, apparatus or facilities of any kind or character on or within the boundaries of the Easement Area.

Grantee agrees that as soon as reasonably possible, after all pipelines are reconnected in the Easement Area hereunder and thereafter as often as may be necessary, Grantee will back-fill, smooth and level the Easement Area and otherwise cause the Easement Area and the exposed surface thereof to be restored and maintained to the same grade or level as the lands on either side of the Easement Area and otherwise to be restored as nearly as reasonably possible to its original condition, and to smooth the Easement Area to such a degree that both of the same may be easily mowed. In the event, after such initial back-filling, smoothing and leveling by Grantee, the Easement Area shall at any time or times become out of repair or unlevel due to subsidence or due to or because of any reason connected with Grantee's activities or operations on the said easement (including, but not limited to, subsidence, inspection, maintenance, repair, operation, replacement and, or, removal of Grantee's pipeline located in the Easement Area), Grantee will promptly thereafter continue to fill, smooth and level said area as often as necessary until the

Easement Area is restored as hereinabove provided and otherwise as nearly as reasonably possible to its original surface condition.

Grantee agrees that Grantor shall be entitled, at no charge to Grantor other than Grantee's standard tap in fees, to tap in to the pipeline to be constructed under the terms of this easement at any time in the future, for the purpose of providing water and sewer service to the property owned by Grantor at the above described location.

Grantee shall be liable to Grantor and Grantor's tenants, and hereby agrees to pay to Grantor and Grantor's tenants, for any and all damages and injuries to persons, growing crops, livestock, trees, fences, buildings, houses, grasses and the improvements and other activities of Grantor, or Grantor's tenants, resulting from the use of and any operations or activities on the Easement by Grantee, its employees, agents or any other persons acting under its direction or under contract with it and not caused by Grantor, her employees, tenants or any other persons acting under their direction or contract with them.

In addition, Grantee agrees to indemnify, protect and hold harmless Grantor of and from any and all claims, demands, costs (including but not limited to attorneys' fees), expenses, damages, losses and causes or suits for damages because of injury to persons (including death), and injury or damage to or loss of any property or improvements resulting from the use or occupancy by Grantee, its employees, agents or any other persons acting under its direction or under contract with Grantee of the Easement Area or with respect to the operations or activities of Grantee, its employees, agents or any other persons acting under its direction or under contract with Grantee within the Easement Area.

Grantee agrees to clean up and all debris from the Easement Area resulting from or arising out of acts, activities

128-96-0920

or operations thereon of Grantee, its employees or any other persons acting under its direction or contract with it; and Grantee further agrees to keep the Easement Area clean from any and all debris resulting from or arising out of acts, activities or operations therein of Grantee, its employees or any other persons acting under its direction or under contract with Grantee.

Grantee agrees that now and at all future times Grantee, its employees or any other persons acting under its direction or under contract with Grantee will comply with pipeline construction and, or, pipeline safety rules and regulations promulgated by any governmental authority having jurisdiction or authority over the pipelines constructed within the Easement Area and, or, over the construction and, or, maintenance and operation thereof.

TO HAVE AND TO HOLD Said Interest, together with all and singular the rights and appurtenances thereto in any wise belonging, subject as aforesaid, unto Grantee, its successors and assigns forever, and, Grantee hereby binds herself, her heirs and personal representatives to warrant and forever defend all and singular Said Interest, subject as aforesaid, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee assumes and agrees to pay ad valorem taxes of any kind whatsoever assessed against Said Interest for the current year.

EXECUTED as of the date of the acknowledgment attached hereto but effective as of the 15th day of May 1979.

*Ruth Stiles Oberg*  
RUTH STILES OBERG

128-96-0921

THE STATE OF MO §  
COUNTY OF St. Louis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RUTH STILES OBERG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of May, 1979.

*L. R. Youm*  
Notary Public in and for  
St. Louis County, Mo.

My Commission Expires:  
My Commission Expires January 21, 1980

630G

## EXHIBIT "A"

Being an 18.378 acre tract of land located in La Porte, Harris County, Texas and being out of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records. The said 18.378 acre tract embraces Blocks 674, 675, 676 and 677, Part of Blocks 692, 693, 694 and 695, as shown upon the plat of T.W. Lee Subdivision as referred to, as well as the streets and alleys contiguous to and/or intersecting said blocks; said portion of said subdivision having been cancelled by an order of Harris County Commissioners Court, dated April 8, 1935. The 18.378 acre tract is also a portion of two tracts as described in a deed from the First National Bank of Waco, Waco, Texas, Administrator of the will of Elizabeth Stiles, to W.E. Stiles, Mrs. Lucy Bell Cobb, Mrs. Ruth Stiles and Emily Bess Cathey and of record in Volume 7606, Pg. 467-468 of the Harris County Deed Records. Said 18.378 acre tract is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the Northeast corner of this tract; said Northeast corner is the point of intersection of the centerline of former "C" Street and the West right-of-way of the G.H. & S.A. Railroad (19th Street);

Thence, South, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street), for a distance of 615.00 feet to a 5/8 inch iron rod, set for the Southeast corner of this tract;

Thence, West, a distance of 1,242.53 feet to a point on the centerline of former 23rd Street, a 5/8 inch iron rod set for corner;

Thence, South, a distance of 295.00 feet to a 5/8 inch iron rod set for the most easterly Southwest corner of this tract and from which a 1/2 inch iron rod was found to be 0.17 feet South and 0.55 feet West;

Thence, West, a distance of 40.00 feet to a 5/8 inch iron rod set in the centerline of former 23rd Street, for the Southwest corner of this tract;

Thence, North, with the centerline of former 23rd Street, a distance of 910.00 feet to a 5/8 inch iron rod set in the centerline of former "C" Street, for the Northeast corner of this tract.

Thence, East, with the centerline of former "C" Street, a distance of 1,282.53 feet to the POINT OF BEGINNING.

342BB

## EXHIBIT "B"

Being a 10.00 foot wide easement across that 38.270 acre tract of land being a combination of Tract I and Tract II as described in a deed recorded in Volume 7606, Page 467-468 of the Harris County Deed Records; said tracts are a portion of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League, A-625, Harris County, Texas according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records, the 10.00 foot easement is more particularly described as follows:

Commencing at a 5/8 inch iron rod found for the Northeast corner of the aforementioned 38.270 acre tract.

Thence, South, along the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 615.00 feet to the Northeast corner of the 10.00 foot easement; said point is also the Southeast corner of a proposed 18.378 acre tract and the POINT OF BEGINNING;

Thence, West, coincident with the South property line of the proposed 18.378 acre tract, a distance of 1,242.53 feet to a point in the East right-of-way line of former 23rd Street, said point being the Northwest corner of this 10.00 foot easement;

Thence, South, coincident with the East right-of-way line of former 23rd Street, a distance of 10.00 feet to a point for the Southwest corner of this 10.00 foot easement;

Thence, East, parallel with and 10.00 feet South (as shown on the plat of record in Volume 7606, Page 467-468 of the Harris County Deed Records) to the East right-of-way line of the proposed 18.378 acre tract; a distance of 1,242.53 feet to a point in the West right-of-way line of the G.H. & S.A. Railroad (19th Street);

Thence, North, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 10.00 feet to the POINT OF BEGINNING.

342CC

128-96-0924

EXHIBIT "C"

Being a 10.00 foot wide easement along the South property line of a proposed 18.378 acre tract of land, being a combination of Tract I and Tract II as described in a deed recorded in Volume 7606, Page 467-468 of the Harris County Deed Records; said tracts are a portion of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League, A-625, Harris County, Texas according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records. The 10.00 foot easement is more particularly described as follows:

Commencing at 5/8 inch iron rod found for the Northeast corner of the aforementioned 38.270 acre tract, which is also the Northeast corner of the proposed 18.378 acre tract.

Thence, South, along the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 615.00 feet to the Southeast corner of the 10.00 foot easement; said point is also the Southeast corner of the proposed 18.378 acre tract and THE POINT OF BEGINNING.

Thence, West, coincident with the South property line of the proposed 18.378 acre tract, a distance of 1,242.53 feet to a point in the East right-of-way line of former 23rd Street; said point being the Southwest corner of this 10.00 foot easement;

Thence, North, coincident with the East right-of-way line of former 23rd Street a distance of 10.00 feet to a point for the Northwest corner of this 10.00 foot easement;

measured perpendicular to) of the South property line of the proposed 18.378 acre tract; a distance of 1,242.53 feet to a point in the West right-of-way line of the G.H. & S.A. Railroad (19th Street);

Thence, South, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street, a distance of 10.00 feet to the POINT OF BEGINNING.

Return  
↓  
KNOX W. ASKINS, J.D.  
ATTORNEY AT LAW  
700 W. FARMERS BARRAMAY  
P.O. BOX 1776  
LA PORTE, TEXAS

342DD

6092635

GENERAL WARRANTY DEED

128-96-0926

THE STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS.  
COUNTY OF HARRIS           §

THAT the undersigned, WILLIAM E. STILES, as Trustee for the WILLIAM E. STILES TRUST (hereinafter sometimes called "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the CITY OF LA PORTE, a Municipal corporation (hereinafter sometimes called "Grantee"), has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee an undivided one-fourth (1/4) interest in and to the following described property situated in Harris County, Texas, (said undivided one-fourth (1/4) interest in said property being hereinafter called "Said Interest"), to wit:

(i) That certain tract of land out of the Richard Pearsall League, A-625 in Harris County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

(ii) A non-exclusive ten-foot wide easement for water and sewer lines over and across that certain tract of land south of the southerly line of the above described property and being more particularly described in Exhibit "B" attached hereto and made a part hereof.

Grantor excepts herefrom and reserves unto Grantor, and Grantor's heirs, successors and assigns, an undivided one-fourth (1/4) interest in and to a non-exclusive easement for water and sewer lines over and across that certain ten-foot wide tract of land described in Exhibit "C" attached hereto and made a part hereof. (The land described in Exhibits "B" and "C" attached hereto is sometimes collectively referred to herein as the "Easement Area").

Grantor further excepts herefrom and reserves unto Grantor and Grantor's heirs, successors and assigns, an undivided one-fourth (1/4) interest in and to all of the oil, gas, sulphur and other minerals, whether similar or not, in, on, or under and

that may be produced and saved from the property conveyed hereby, without, however, any rights of ingress or egress, to or upon the surface of the hereinabove described property. Grantor covenants and agrees that any exploration for, drilling, producing, treating, transporting or any other activity relating to the oil, gas, sulphur or other minerals shall be conducted by either unitized operations or by means of directional drilling with, in either event all surface facilities located on lands other than the hereinabove described property.

The property conveyed hereby is restricted against and shall not be used for a sewer treatment facility, sanitary land fill or garbage dump. This restriction shall be a covenant running with the land, for the benefit of the adjoining property owned by Grantor and may be enforceable by Grantor and Grantor's successors in title to said adjoining property.

Grantor, as a part of the consideration for this conveyance, agrees to pave 23rd Street in the City of La Porte, Texas from Spencer Highway (West main Street, La Porte, Texas) to the property conveyed hereby, said paving to be completed on or before eighteen (18) months from the date hereof, and further agrees to open said portion of Spencer Highway to public traffic. The said paving shall consist of an all-weather road at least twenty-two feet (22') in width, with a minimum eight-inch limestone base, with a minimum 2-course penetration paving.

This conveyance is made and accepted subject to all valid and subsisting easements, restrictions, reservations, exceptions, conditions, covenants and notices of legal proceedings of record in Harris County, Texas, to the extent that the same affect the hereinabove described property.

Grantee shall, within eighteen (18) months from the date hereof, construct an 8" sewer line and a 6" water line in the Easement Area, with the least disturbance reasonably possible to the use of the surface of the Easement Area. The said pipe-

lines shall be buried and maintained to and at a depth of at least thirty-six inches (36") below the exposed surface of the ground, measured from the top of the outside wrapping or covering of the pipe to the exposed surface of the ground. Grantee agrees to "double ditch" so as to return and replace all the topsoil, insofar as possible, to the top of the ditch or excavation when the same is filled following initial construction of said pipelines and thereafter to similarly "double ditch" so as to return and replace all the topsoil, insofar as possible, to the top of the ditch or excavation when the same is filled following any ditching or excavating by Grantee, its employees or any other person acting under its direction or contract within the Easement Area. Grantee shall not construct, build, install or maintain any above-ground structures, installations, equipment, apparatus or facilities of any kind or character on or within the boundaries of the Easement Area.

Grantee agrees that as soon as reasonably possible, after said pipelines are constructed in the Easement Area hereunder and thereafter as often as may be necessary, Grantee will back-fill, smooth and level the Easement Area and otherwise cause the Easement Area and the exposed surface thereof to be restored and maintained to the same grade or level as the lands on either side of the Easement Area and otherwise to be restored as nearly as reasonably possible to its original condition, and to smooth the Easement Area to such a degree that both of the same may be easily mowed. In the event, after such initial back-filling, smoothing and leveling by Grantee, the Easement Area shall at any time or times become out of repair or unlevel due to subsidence or due to or because of any reason connected with Grantee's activities or operations on the said easement (including, but not limited to, subsidence, inspection, maintenance, repair, operation, replacement and, or, removal of Grantee's pipeline located in the Easement Area), Grantee will promptly thereafter continue to

128-96-0929

fill, smooth and level said area as often as necessary until the Easement Area is restored as hereinabove provided and otherwise as nearly as reasonably possible to its original surface condition.

Grantee agrees that Grantor shall be entitled, at no charge to Grantor other than Grantee's standard tap-in fee, to tap in to the pipeline to be constructed under the terms of this easement at any time in the future, for the purpose of providing water and sewer service to the property owned by Grantor at the above described location.

Grantee shall be liable to Grantor and Grantor's tenants, and hereby agrees to pay to Grantor and Grantor's tenants, for any and all damages and injuries to persons, growing crops, livestock, trees, fences, buildings, houses, grasses and the improvements and other activities of Grantor, or Grantor's tenants, resulting from the use of and any operations or activities on the Easement by Grantee, its employees, agents or any other persons acting under its direction or under contract with it and not caused by Grantor, her employees, tenants or any other persons acting under their direction or contract with them.

In addition, Grantee agrees to indemnify, protect and hold harmless Grantor of and from any and all claims, demands, costs (including but not limited to attorneys' fees), expenses, damages, losses and causes or suits for damages because of injury to persons (including death), and injury or damage to or loss of any property or improvements resulting from the use or occupancy by Grantee, its employees, agents or any other persons acting under its direction or under contract with Grantee of the Easement Area or with respect to the operations or activities of Grantee, its employees, agents or any other persons acting under its direction or under contract with Grantee within the Easement Area:

128-96-0930

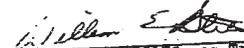
Grantee agrees to clean any and all debris from the Easement Area resulting from or arising out of acts, activities or operations thereon of Grantee, its employees or any other persons acting under its direction or contract with it; and Grantee further agrees to keep the Easement Area clean from any and all debris resulting from or arising out of acts, activities or operations therein of Grantee, its employees or any other persons acting under its direction or under contract with Grantee.

Grantee agrees that now and at all future times Grantee, its employees or any other persons acting under its direction or under contract with Grantee will comply with pipeline construction and, or, pipeline safety rules and regulations promulgated by any governmental authority having jurisdiction or authority over the pipelines constructed within the Easement Area and, or, over the construction and, or, maintenance and operation thereof.

TO HAVE AND TO HOLD said interest, together with all and singular the rights and appurtenances thereto in any way belonging, subject as aforesaid, unto Grantee, its successors and assigns, forever; and, Grantor hereby binds Grantor and Grantor's heirs, successors and personal representatives to warrant and forever defend all and singular said interest, subject as aforesaid, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee assumes and agrees to pay ad valorem taxes of any kind whatsoever assessed against said interest for the current year.

EXECUTED as of the date of the acknowledgment attached hereto, but effective as of the 15th day of May 1979.

  
WILLIAM E. STILES, as Trustee for the  
WILLIAM E. STILES TRUST

128-96-0931

THE STATE OF Texas §  
COUNTY OF Ottawa §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared WILLIAM E. STILES, as Trustee for the WILLIAM E. STILES TRUST, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4<sup>th</sup> day of July, 1979.

Margie M. Middleton  
Notary Public in and for  
Ottawa County, Texas  
(MARGIE M. MIDDLETON)

My Commission Expires:

July 24, 1982

630E

128-96-0932

EXHIBIT "A"

Being an 18.378 acre tract of land located in La Porte, Harris County, Texas and being out of the T.W. Lee subdivision in the Richard Pearsall 1/3 League according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records. The said 18.378 acre tract embraces Blocks 674, 675, 676 and 677, Part of Blocks 692, 693, 694 and 695, as shown upon the plat of T.W. Lee Subdivision as referred to, as well as the streets and alleys contiguous to and/or intersecting said blocks; said portion of said subdivision having been cancelled by an order of Harris County Commissioners Court, dated April 8, 1935. The 18.378 acre tract is also a portion of two tracts as described in a deed from the First National Bank of Waco, Waco, Texas, Administrator of the will of Elizabeth Stiles, to W.E. Stiles, Mrs. Lucy Bell Cobb, Mrs. Ruth Stiles and Emily Bess Cathey and of record in Volume 7806, Pg. 467-468 of the Harris County Deed Records. Said 18.378 acre tract is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the Northeast corner of this tract; said Northeast corner is the point of intersection of the centerline of former "C" Street and the West right-of-way of the G.E. & S.A. Railroad (19th Street);

Thence, South, with the West right-of-way line of the G.E. & S.A. Railroad (19th Street), for a distance of 615.00 feet to a 5/8 inch iron rod, set for the Southeast corner of this tract;

Thence, West, a distance of 1,242.53 feet to a point on the West right-of-way line of 23rd Street; a 5/8 inch iron rod set for corner;

Thence, south, a distance of 295.00 feet to a 5/8 inch iron rod set for the most easterly Southwest corner of this tract and from which a 1/2 inch iron rod was found to be 0.17 feet South and 0.55 feet West;

Thence, West, a distance of 40.00 feet to a 5/8 inch iron rod set in the centerline of former 23rd Street, for the Southwest corner of this tract;

Thence, North, with the centerline of former 23rd Street, a distance of 910.00 feet to a 5/8 inch iron rod set in the centerline of former "C" Street, for the Northeast corner of this tract.

Thence, East, with the centerline of former "C" Street, a distance of 1,282.53 feet to the POINT OF BEGINNING.

342BB

128-96-0933

EXHIBIT "B"

Being a 10.00 foot wide easement across that 38.270 acre tract of land being a combination of Tract I and Tract II as described in a deed recorded in Volume 7606 Page 467-468 of the Harris County Deed Records; said tracts are a portion of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League, A-625, Harris County, Texas according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records, the 10.00 foot easement is more particularly described as follows:

Commencing at a 5/8 inch iron rod found for the Northeast corner of the aforementioned 38.270 acre tract.

Thence, South, along the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 615.00 feet to the Northeast corner of the 10.00 foot easement; said point is also the Southeast corner of a proposed 18.378 acre tract and the POINT OF BEGINNING;

Thence, West, coincident with the South property line of the proposed 18.378 acre tract, a distance of 1,242.53 feet to a point in the East right-of-way line of former 23rd Street, said point being the Northeast corner of this 10.00 foot easement;

Thence, South, coincident with the East right-of-way line of former 23rd Street, a distance of 10.00 feet to a point for the Southwest corner of this 10.00 foot easement;

Thence, East, parallel with and 10.00 feet South (as measured perpendicular to) of the South property line of the proposed 18.378 acre tract; a distance of 1,242.53 feet to a point in the West right-of-way line of the G.H. & S.A. Railroad (19th Street);

Thence, North, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 10.00 feet to the POINT OF BEGINNING.

342CC

128-96-0934

EXHIBIT "C"

Being a 10.00 foot wide easement along the South property line of a proposed 18.378 acre tract of land, being a combination of Tract I and Tract II as described in a deed recorded in Volume 7606, Page 467-468 of the Harris County Deed Records; said tracts are a portion of the T.W. Lee Subdivision in the Richard Pearsall 1/3 League, A-625, Harris County, Texas according to the plat of record in Volume 67, Page 1 of the Harris County Deed Records. The 10.00 foot easement is more particularly described as follows:

Commencing at 5/8 inch iron rod found for the Northeast corner of the aforementioned 38.270 acre tract, which is also the Northeast corner of the proposed 18.378 acre tract.

Thence, South, along the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 615.00 feet to the southeast corner of the 10.00 foot easement; said point is also the Southeast corner of the proposed 18.378 acre tract and THE POINT OF BEGINNING.

Thence, West, coincident with the South property line of the proposed 18.378 acre tract, a distance of 1,242.53 feet to a point in the East right-of-way line of former 23rd Street; said point being the Southwest corner of this 10.00 foot easement;

Thence, North, coincident with the East right-of-way line of former 23rd Street a distance of 10.00 feet to a point for the Northwest corner of this 10.00 foot easement;

Thence, East, parallel with and 10.00 feet North (as measured perpendicular to) of the South property line of the proposed 18.378 acre tract; a distance of 1,242.53 feet to a point in the West right-of-way line of the G.H. & S.A. Railroad (19th Street);

Thence, South, with the West right-of-way line of the G.H. & S.A. Railroad (19th Street), a distance of 10.00 feet to the POINT OF BEGINNING.

Return  
to  
↓

KNOX W. ARNOLD, J.D.  
ATTORNEY AT LAW  
702 W. FARMERS PARKWAY  
P.O. BOX 1218  
LA PORTE TEXAS 77571

342DD

Tax Information

HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
**0240720560002**

Tax Year: 2019



Owner and Property Information										
Owner Name & Mailing Address: <b>CITY OF LA PORTE 604 W FAIRMONT PKWY LA PORTE TX 77571-6215</b>					Legal Description: <b>LTS 1 THRU 32 BLK 656 LA PORTE</b>					
					Property Address: <b>12201 N C ST LA PORTE TX 77571</b>					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®
XV -- Other Exempt (Government)	8003 -- Land Neighborhood Section 3		0	100,000 SF	0	0	9705	351 -- ISD 20 - East of Bay Area Blvd	6254C	540W

**Value Status Information**

Value Status	Notice Date	Shared CAD
Noticed	05/03/2019	No

**Exemptions and Jurisdictions**

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
<b>Total</b>	020	LA PORTE ISD	200,000	Not Certified	1.380000	
	040	HARRIS COUNTY	200,000	Not Certified	0.418580	
	041	HARRIS CO FLOOD CNTRL	200,000	Not Certified	0.028770	
	042	PORT OF HOUSTON AUTHY	200,000	Not Certified	0.011550	
	043	HARRIS CO HOSP DIST	200,000	Not Certified	0.171080	
	044	HARRIS CO EDUC DEPT	200,000	Not Certified	0.005190	
	047	SAN JACINTO COM COL D	200,000	Not Certified	0.179329	
	071	CITY OF LAPORTE	200,000	Not Certified	0.710000	

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**Valuations**

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised		Market	Appraised
Land	0		Land	0	
Improvement	0		Improvement	0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>Total</b>	<b>0</b>	<b>0</b>

**Land**

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4600	SF	100,000	1.00	1.00	1.00	--	1.00	0	0	0

**Building**

Vacant (No Building Data)

HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
**0240720570001**

Tax Year: 2019



Owner and Property Information										
Owner Name & Mailing Address: <b>CITY OF LA PORTE 604 W FAIRMONT PKWY LA PORTE TX 77571-6215</b>					Legal Description: <b>LTS 1 THRU 32 BLK 657 LA PORTE</b>					
					Property Address: <b>12201 N C ST LA PORTE TX 77571</b>					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®
XV -- Other Exempt (Government)	8003 -- Land Neighborhood Section 3		0	100,000 SF	0	0	9705	351 -- ISD 20 - East of Bay Area Blvd	6254C	540W

**Value Status Information**

Value Status	Notice Date	Shared CAD
Noticed	05/03/2019	No

**Exemptions and Jurisdictions**

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
<b>Total</b>	020	LA PORTE ISD	200,000	Not Certified	1.380000	
	040	HARRIS COUNTY	200,000	Not Certified	0.418580	
	041	HARRIS CO FLOOD CNTRL	200,000	Not Certified	0.028770	
	042	PORT OF HOUSTON AUTHY	200,000	Not Certified	0.011550	
	043	HARRIS CO HOSP DIST	200,000	Not Certified	0.171080	
	044	HARRIS CO EDUC DEPT	200,000	Not Certified	0.005190	
	047	SAN JACINTO COM COL D	200,000	Not Certified	0.179329	
	071	CITY OF LAPORTE	200,000	Not Certified	0.710000	

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**Valuations**

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised		Market	Appraised
Land	0		Land	0	
Improvement	0		Improvement	0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>Total</b>	<b>0</b>	<b>0</b>

**Land**

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4600	SF	100,000	1.00	1.00	1.00	--	1.00	0	0	0

**Building**

Vacant (No Building Data)

HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
**0240720570002**

Tax Year: 2019



Owner and Property Information										
Owner Name & Mailing Address: <b>CITY OF LA PORTE 604 W FAIRMONT PKWY LA PORTE TX 77571-6215</b>				Legal Description: <b>TR C BLKS 656 657 &amp; 658 (ABANDONED STREETS &amp; ALLEY WAYS) LA PORTE</b>						
				Property Address: <b>0 MADISON ST LA PORTE TX 77571</b>						
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®
XV -- Other Exempt (Government)	8003 -- Land Neighborhood Section 3		0	94,752 SF	0	0	9705	351 -- ISD 20 - East of Bay Area Blvd	6254C	540W

**Value Status Information**

Value Status	Shared CAD
All Values Pending	No

**Exemptions and Jurisdictions**

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
<b>Total</b>	020	LA PORTE ISD	Pending	Pending	1.380000	
	040	HARRIS COUNTY	Pending	Pending	0.418580	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.028770	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.011550	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.171080	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.005190	
	047	SAN JACINTO COM COL D	Pending	Pending	0.179329	
	071	CITY OF LAPORTE	Pending	Pending	0.710000	

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**Valuations**

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised		Market	Appraised
Land	0		Land		
Improvement	0		Improvement		
<b>Total</b>	<b>0</b>	<b>0</b>	<b>Total</b>	<b>Pending</b>	<b>Pending</b>

**Land**

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4600	SF	94,752	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

**Building**

Vacant (No Building Data)

HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
**0240720580001**

Tax Year: 2019



Owner and Property Information										
Owner Name & Mailing Address: <b>CITY OF LA PORTE 604 W FAIRMONT PKWY LA PORTE TX 77571-6215</b>					Legal Description: <b>TRS 17A THRU 32A BLK 658 LA PORTE</b>					
					Property Address: <b>12201 N C ST LA PORTE TX 77571</b>					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®
XV -- Other Exempt (Government)	8003 -- Land Neighborhood Section 3		0	46,004 SF	0	0	9705	351 -- ISD 20 - East of Bay Area Blvd	6254C	540W

**Value Status Information**

Value Status	Shared CAD
All Values Pending	No

**Exemptions and Jurisdictions**

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
<b>Total</b>	020	LA PORTE ISD	Pending	Pending	1.380000	
	040	HARRIS COUNTY	Pending	Pending	0.418580	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.028770	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.011550	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.171080	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.005190	
	047	SAN JACINTO COM COL D	Pending	Pending	0.179329	
	071	CITY OF LAPORTE	Pending	Pending	0.710000	

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**Valuations**

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised		Market	Appraised
Land	0		Land		
Improvement	0		Improvement		
<b>Total</b>	<b>0</b>	<b>0</b>	<b>Total</b>	<b>Pending</b>	<b>Pending</b>

**Land**

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4600	SF	46,004	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

**Building**

Vacant (No Building Data)

HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
**044051000055**

Tax Year: 2019



Owner and Property Information										
Owner Name & Mailing Address: <b>CITY OF LA PORTE 604 W FAIRMONT PKWY LA PORTE TX 77571-6215</b>					Legal Description: <b>TR 12C ABST 625 R PEARSALL</b>					
					Property Address: <b>2963 N 23RD ST LA PORTE TX 77571</b>					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®
XV -- Other Exempt (Government)	8003 -- Land Neighborhood Section 3	E	0	800,633 SF	38,750	0	9705	4027 -- Pasadena	6254C	540W

**Value Status Information**

Value Status	Notice Date	Shared CAD
Noticed	05/03/2019	No

**Exemptions and Jurisdictions**

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
<b>Total</b>	020	LA PORTE ISD	2,307,392	Not Certified	1.380000	
	040	HARRIS COUNTY	2,307,392	Not Certified	0.418580	
	041	HARRIS CO FLOOD CNTRL	2,307,392	Not Certified	0.028770	
	042	PORT OF HOUSTON AUTHY	2,307,392	Not Certified	0.011550	
	043	HARRIS CO HOSP DIST	2,307,392	Not Certified	0.171080	
	044	HARRIS CO EDUC DEPT	2,307,392	Not Certified	0.005190	
	047	SAN JACINTO COM COL D	2,307,392	Not Certified	0.179329	
	071	CITY OF LAPORTE	2,307,392	Not Certified	0.710000	

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**Valuations**

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised		Market	Appraised
Land	0		Land	0	
Improvement	0		Improvement	0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>Total</b>	<b>0</b>	<b>0</b>

**Land**

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4399	SF	800,633	1.00	1.00	1.00	--	1.00	0	0	0

**Building**

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1998	Warehouse - Metallic	Shell, Industrial	Low	38,750	Displayed

**Building Details (1)**

Building Data	
Element	Detail
Cooling Type	None
Functional Utility	Avg/Normal
Heating Type	None
Partition Type	Normal

Building Areas	
Description	Area
BASE AREA PRI	38,750

Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Metal, Light
Economic Obsolescence	Normal
Element	Units
Wall Height	18
Interior Finish Percent	100

HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
**0440510000076**

Tax Year: 2019



Owner and Property Information										
Owner Name & Mailing Address: <b>CITY OF LA PORTE 604 W FAIRMONT PKWY LA PORTE TX 77571-6215</b>						Legal Description: <b>TR 12D ABST 625 R PEARSALL</b>				
						Property Address: <b>12201 N C ST LA PORTE TX 77571</b>				
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®
XV -- Other Exempt (Government)	8003 -- Land Neighborhood Section 3	E	0	0 SF	0	0	9705	4027 -- Pasadena	6154D	540W

**Value Status Information**

Value Status	Notice Date	Shared CAD
Noticed	05/03/2019	No

**Exemptions and Jurisdictions**

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
<b>Total</b>	020	LA PORTE ISD	200,000	Not Certified	1.380000	
	040	HARRIS COUNTY	200,000	Not Certified	0.418580	
	041	HARRIS CO FLOOD CNTRL	200,000	Not Certified	0.028770	
	042	PORT OF HOUSTON AUTHY	200,000	Not Certified	0.011550	
	043	HARRIS CO HOSP DIST	200,000	Not Certified	0.171080	
	044	HARRIS CO EDUC DEPT	200,000	Not Certified	0.005190	
	047	SAN JACINTO COM COL D	200,000	Not Certified	0.179329	
	071	CITY OF LAPORTE	200,000	Not Certified	0.710000	

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**Valuations**

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised		Market	Appraised
Land	0		Land	0	
Improvement	0		Improvement	0	
Total	0	0	Total	0	0

**Land**

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4600	SF	0	1.00	1.00	0.00	--	0.00	0	0	0

**Building**

Vacant (No Building Data)

**Extra Features**

Line	Description	Quality	Condition	Units	Year Built
1	EMS FACILITY	Average	Average	200.00	0

HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
**044051000086**

Tax Year: 2019



Owner and Property Information										
Owner Name & Mailing Address: <b>CITY OF LA PORTE 604 W FAIRMONT PKWY LA PORTE TX 77571-6215</b>						Legal Description: <b>TR 12E ABST 625 R PEARSALL</b>				
						Property Address: <b>0 SPENCER HWY LA PORTE TX 77571</b>				
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®
XV -- Other Exempt (Government)	8003 -- Land Neighborhood Section 3		0	38,333 SF	0	0	9705	351 -- ISD 20 - East of Bay Area Blvd	6154D	540W

**Value Status Information**

Value Status	Shared CAD
All Values Pending	No

**Exemptions and Jurisdictions**

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
<b>Total</b>	020	LA PORTE ISD	Pending	Pending	1.380000	
	040	HARRIS COUNTY	Pending	Pending	0.418580	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.028770	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.011550	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.171080	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.005190	
	047	SAN JACINTO COM COL D	Pending	Pending	0.179329	
	071	CITY OF LAPORTE	Pending	Pending	0.710000	

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**Valuations**

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	Market	Appraised		Market	Appraised
Land	0		Land		
Improvement	0		Improvement		
<b>Total</b>	<b>0</b>	<b>0</b>	<b>Total</b>	<b>Pending</b>	<b>Pending</b>

**Land**

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4300	SF	38,333	1.00	1.00	0.25	Restr or Non-Conf	0.25	Pending	Pending	Pending

**Building**

Vacant (No Building Data)



**Harris  
County  
Appraisal  
District**

## DETAIL MAP OF ACCOUNT NUMBER Tax Map



**Date: 5/13/2019**

Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may **not** have been prepared for or be suitable for legal, engineering, or surveying purposes. It does **not** represent an on-the-ground survey and only represents the approximate location of property boundaries.

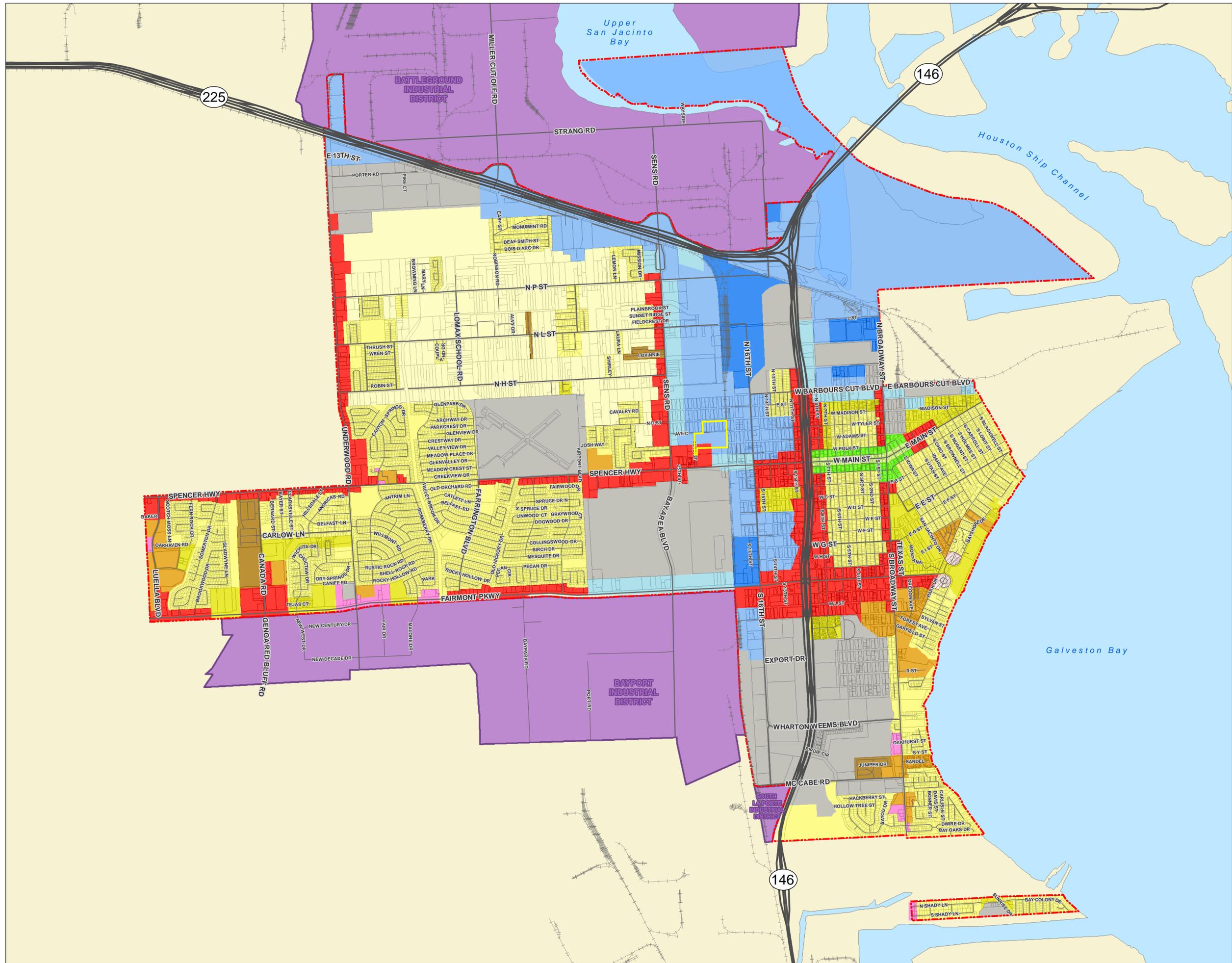
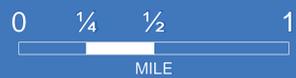


Zoning Map

# ZONING

*The City of La Porte embraces its heritage, community values, and opportunities, while improving the quality of life for our residents.*

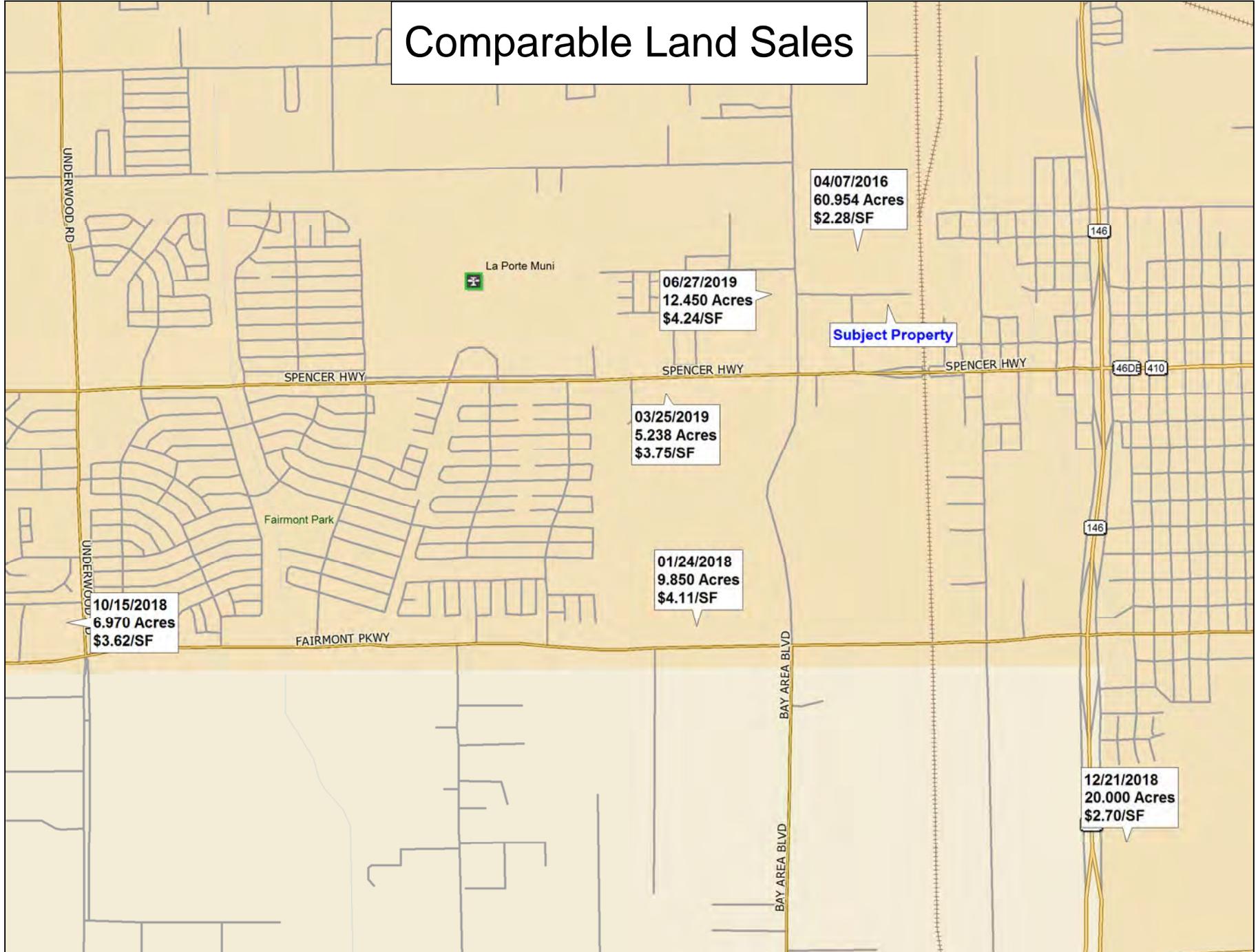
- LARGE LOT RESIDENTIAL
  - LOW DENSITY RESIDENTIAL
  - MEDIUM DENSITY RESIDENTIAL
  - HIGH DENSITY RESIDENTIAL
  - MANUFACTURED HOUSING
  - MIXED USE
  - NEIGHBORHOOD COMMERCIAL
  - GENERAL COMMERCIAL
  - BUSINESS INDUSTRIAL
  - LIGHT INDUSTRIAL
  - HEAVY INDUSTRIAL
  - MAIN STREET DISTRICT
  - MAIN STREET DISTRICT OVERLAY
  - PLANNED UNIT DEVELOPMENT
- 
- RAILROAD
  - ROAD
  - CITY LIMITS
  - INDUSTRIAL DISTRICT



Road data in this map comes from STAR\*Map. STAR\*Map is a registered trademark of the Houston-Galveston Area Council and the Geographic Data Workgroup.

Comparable Sales and Map

# Comparable Land Sales



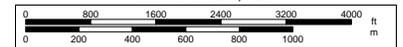
Data use subject to license.

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www.delorme.com



Scale 1 : 28,125



1" = 2,343.8 ft

Data Zoom 12-7

## Land Sale - 04/07/2016

---

<b>Location</b>	Northeast corner of Sens Road and North C Street
<b>Date of Sale</b>	04/07/2016
<b>County</b>	Harris
<b>Grantor</b>	Ben J. Fortson, Trustee of the Mattie K. Carter Trust
<b>Grantee</b>	Sens Road 60, LP
<b>Recording Data</b>	Document No. RP-2016-145380
<b>Legal Description</b>	Being 60.954 acres of land, more or less, situated in the T. W. Lee Subdivision in the Richard Pearsall 1/3 League, Abstract No. 625, being comprised of Blocks 620 thru 625, Blocks 636 thru 641, and Blocks 659 thru 661, and a portion of Blocks 626, 635, 658, and 662, Harris County, Texas
<b>Frontage</b>	±1,483 FF: North C Street; ±1,341 FF: Sens Road
<b>Land Size</b>	60.954 Acres (2,655,156 SF)
<b>Sales Price</b>	\$6,050,000 (\$99,255 per acre) (\$2.28 per SF)
<b>Financing</b>	Cash to Seller
<b>Flood Plain</b>	Yes - ±90% Shaded Zone X; ±10% Zone A
<b>Sewer</b>	Public Sewer Available
<b>Water</b>	Public Water Available
<b>Zoning</b>	BI - Business Industrial; LI - Light Industrial
<b>Use at Date of Sale</b>	Vacant land
<b>Easements</b>	Multiple pipeline easements, typical utility easements, a high voltage electric transmission line easement, and a drainage easement
<b>Comments</b>	The property consists of level pastureland with areas of trees/brush. Trinity Bay is located to the east of the property and due to the proximity of Trinity Bay approximately 90% of the property is located within Shaded Zone X, an area inside the 500-year floodplain and approximately 10% of the property is located within Zone A, an area inside the 100-year floodplain. A railroad runs along the east property line. The Texas Railroad Commission indicates multiple pipelines traverse the eastern portion of the property in a north/south direction. A high voltage transmission line traverses the eastern portion of the property in a north/south direction and a drainage easement encumbers the property. The property is within the City Limits of La Porte. The western portion of the property is zoned BI - Business Industrial and the eastern portion of the property is zoned LI - Light Industrial. The property is in La Porte ISD.

## Land Sale - 01/24/2018

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<b>Location</b>	North line of W Fairmont Parkway, west of Bay Area Boulevard
<b>Date of Sale</b>	01/24/2018
<b>County</b>	Harris
<b>Grantor</b>	Green Bishop Holdings, LP
<b>Grantee</b>	Snapp Realty, LLC
<b>Recording Data</b>	Document No. 201835134
<b>Legal Description</b>	Being 9.85 acres of land, more or less, out of Commercial Reserve "A", in Block 1, of Port Landing, a subdivision in Harris County, Texas
<b>Frontage</b>	±890 FF: W Fairmont Parkway
<b>Land Size</b>	9.850 Acres (429,066 SF)
<b>Sales Price</b>	\$1,761,697 (\$178,852 per acre) (\$4.11 per SF)
<b>Financing</b>	Cash to Seller
<b>Flood Plain</b>	±75% Shaded Zone X, an area inside the 500-year flood plain
<b>Sewer</b>	Public sewer available
<b>Water</b>	Public water available
<b>Zoning</b>	Business Industrial - La Porte
<b>Use at Date of Sale</b>	Vacant land
<b>Easements</b>	Pipeline easement, typical utility easements
<b>Comments</b>	<p>The property consists of a vacant tract with scattered to heavy tree coverage. Subsequent to the sale, the property has been cleared, and a 120,000 SF industrial warehouse is being constructed. The property is encumbered by a pipeline easement that traverses the southern portion of the property in an east/west direction. Approximately ±75% of the property is in Shaded Zone X, an area inside the 500-year flood plain. The remaining portion of the property is in Zone X, an area outside the 500-year flood plain. The property is in the City of La Porte and is zoned Business Industrial. The property is subject to restrictions including building setback lines of 50 feet along the south property line, 40 feet along the north property line and 30 feet along the east and west property lines. The property is in La Porte ISD.</p>

## Land Sale - 10/15/2018

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<b>Location</b>	Southwest corner of Caniff Road and Underwood Road
<b>Date of Sale</b>	10/15/2018
<b>County</b>	Harris
<b>Grantor</b>	Aldersgate Trust
<b>Grantee</b>	MDP Healthcare, LLC
<b>Recording Data</b>	Document No. 2018-472368
<b>Legal Description</b>	Being 6.97 acres of land, more or less, situated in the W.M. Jones Survey, Abstract No. 482, Harris County, Texas
<b>Frontage</b>	±600 FF: Underwood Road; ±473 FF: Caniff Road
<b>Land Size</b>	6.970 Acres (303,613 SF)
<b>Sales Price</b>	\$1,100,000 (\$157,819 per acre) (\$3.62 per SF)
<b>Financing</b>	Cash to Seller
<b>Flood Plain</b>	No - Zone X
<b>Sewer</b>	Public Sewer Available
<b>Water</b>	Public Water Available
<b>Zoning</b>	PUD - Planned Unit Development
<b>Use at Date of Sale</b>	Vacant land
<b>Easements</b>	Access easement, typical utility
<b>Comments</b>	The property is a generally level vacant tract of land. An access easement encumbers the southern portion of the property. The property is within the City Limits of La Porte and is zoned PUD - Planned Unit Development. The property was purchased for the development of a senior living facility. The property is in La Porte ISD.

## Land Sale - 12/21/2018

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<b>Location</b>	East line of State Highway 146 Frontage Road, north of Wharton Weems Boulevard
<b>Date of Sale</b>	12/21/2018
<b>County</b>	Harris
<b>Grantor</b>	Bayforest Ranch, LTD.
<b>Grantee</b>	Hawthorne at La Porte, LLC
<b>Recording Data</b>	Document No. 2018-57510
<b>Legal Description</b>	Being 20.0001 acres of land, more or less, situated in the Johnson Hunter Survey, Abstract No. 35, Harris County, Texas
<b>Frontage</b>	±1,013 FF: State Highway 146 Frontage Road
<b>Land Size</b>	20.000 Acres (871,204 SF)
<b>Sales Price</b>	\$2,352,252 (\$117,612 per acre) (\$2.70 per SF)
<b>Financing</b>	Cash to Seller
<b>Flood Plain</b>	Yes - ±70% Shaded Zone X; ±30% Zone A
<b>Sewer</b>	Public Sewer Available
<b>Water</b>	Public Water Available
<b>Zoning</b>	PUD - Planned Unit Development
<b>Use at Date of Sale</b>	Vacant land
<b>Easements</b>	Typical utility easements and a drainage easement
<b>Comments</b>	The property is a generally level vacant tract of land. The majority of the property, approximately 70%, is located within Shaded Zone X, an area inside the 500-year floodplain and approximately 30% of the property is located within Zone A, an area inside the 100-year floodplain. A drainage easement encumbers the property. The grantors reserved all their owned mineral interests in the property. The property is within the City Limits of La Porte and is zoned PUD - Planned Unit Development. The property is in La Porte ISD. The property is part of the La Porte Town Center Mixed Use Development which includes commercial and mid-high density residential uses.

## Land Sale - 03/25/2019

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<b>Location</b>	South line of Spencer Highway, west of Bay Area Boulevard
<b>Date of Sale</b>	03/25/2019
<b>County</b>	Harris
<b>Grantor</b>	Ahmadali Virani
<b>Grantee</b>	TCF Spencer Mini Storage, LLC
<b>Recording Data</b>	Document No. 2019-121649
<b>Legal Description</b>	Being 5.2375 acres of land, more or less, being a portion of Outlots 73, 74, 88, and 87, La Porte Outlots, Harris County Texas
<b>Frontage</b>	±448 FF: Spencer Highway
<b>Land Size</b>	5.238 Acres (228,146 SF)
<b>Sales Price</b>	\$855,544 (\$163,350 per acre) (\$3.75 per SF)
<b>Financing</b>	Cash to Seller
<b>Flood Plain</b>	No - Zone X
<b>Sewer</b>	None known
<b>Water</b>	Public water available
<b>Zoning</b>	GC - General Commercial (City of La Porte)
<b>Use at Date of Sale</b>	Vacant land
<b>Easements</b>	None known
<b>Comments</b>	The property consists of a wooded tract of land. The property is in the City of La Porte and is zoned GC - General Commercial. The property is in La Porte ISD.

## Land Sale - 06/27/2019

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<b>Location</b>	Southwest corner of Sens Road and N D Street
<b>Date of Sale</b>	06/27/2019
<b>County</b>	Harris
<b>Grantor</b>	La Porte Independent School District
<b>Grantee</b>	Contech Control Services, Inc.
<b>Recording Data</b>	Document No. RP-2019-276872
<b>Legal Description</b>	Being 12.45 acres of land, more or less, and being Outlots 39, 40, 41, and 42 of The La Porte Outlots Subdivision, Harris County, Texas
<b>Frontage</b>	±894 FF: Sens Road; ±612 FF: N D Street
<b>Land Size</b>	12.450 Acres (542,322 SF)
<b>Sales Price</b>	\$2,300,000 (\$184,739 per acre) (\$4.24 per SF)
<b>Financing</b>	Cash to Seller
<b>Flood Plain</b>	No - Zone X
<b>Sewer</b>	Public Sewer
<b>Water</b>	Public Water
<b>Zoning</b>	GC - General Commercial
<b>Use at Date of Sale</b>	Vacant land
<b>Easements</b>	Typical utility easement
<b>Comments</b>	The property is a generally level vacant tract of land. The property is within the City Limits of La Porte and is zoned GC - General Commercial.

Qualifications

## **QUALIFICATIONS OF DAVID R. BETHEL, MAI**

David R. Bethel is a principal associated with Allen, Williford & Seale, Inc. AWS is a real estate appraisal firm with a national right of way valuation practice. AWS maintains corporate offices in Houston, Texas and project offices throughout the country. Mr. Bethel oversees appraisals, appraisal reviews, and market studies on a variety of right of way projects to include oil & gas pipelines, electric transmission lines, highways, and corridor projects. He is a Certified General Real Estate Appraiser in multiple states and has performed appraisals and appraisal reviews of virtually all types of real estate including: agricultural, recreational, residential, commercial, and industrial. Mr. Bethel has extensive litigation experience, being relied upon as an expert valuation witness in multiple court proceedings, including special commissioner hearings and trial court.

## **BIOGRAPHICAL DATA**

Mr. Bethel was born in Lubbock, Texas in 1976. He graduated from the public schools in Lamesa, Texas, prior to attending Texas A & M University.

## **EDUCATION**

Bachelor of Business Administration Degree (Finance):  
Texas A & M University (1998)

Appraisal Institute:

Appraisal Procedures  
Basic Income Capitalization  
Standards of Professional Practice Part A  
Standards of Professional Practice Part B  
Advanced Income Capitalization  
Advanced Sales Comparison  
Advanced Applications  
Report Writing  
(Numerous Continuing Education Courses)

## **PROFESSIONAL AFFILIATIONS**

Appraisal Institute (MAI No. 12420)

State Certified General Real Estate Appraiser:

Texas Certificate No. TX-1330545-G  
Oklahoma Certificate No. 12719-CGA  
Virginia Certificate No. 4001 013508-G  
Tennessee Certificate No. 00004925  
Missouri License No. 2016019599  
Minnesota License No. 40327509

Georgia Certificate No. CG358055  
New Mexico Certification No. 03368-G  
Illinois License No. 553.002444  
West Virginia License No. CG397  
North Carolina Certificate No. A8268

International Right of Way Association (Member)

## **ACTIVITIES**

International Right of Way Association  
Past President – Chapter 8  
2014 Chapter 8 Professional of the Year  
Appraisal Institute Chapter 33

## **QUALIFICATIONS OF CARLO S. FORNI, MAI**

Carlo S. Forni is a principal associated with Allen, Williford & Seale, Inc. AWS is a real estate appraisal firm with a national right of way valuation and litigation support practice. AWS maintains corporate offices in Houston, Texas and field offices throughout the nation. Mr. Forni's responsibilities include appraisal and appraisal review of all types of right of way projects.

## **BIOGRAPHICAL DATA**

Mr. Forni was born in Corpus Christi, Texas in 1982. He attended public schools in Corpus Christi prior to graduating from The University of Texas at Austin.

## **EDUCATION**

Bachelor of Business Administration (Finance):

The University of Texas at Austin (2004)

Appraisal Institute Courses:

Appraisal Procedures	Report Writing and Valuation Analysis
Basic Income Capitalization	Advanced Applications
Advanced Income Capitalization	Business Practices and Ethics
Highest and Best Use & Market Analysis	Eminent Domain and Condemnation
Advanced Sales Comparison & Cost Approaches	Other Various Courses & Seminars
Uniform Standards of Professional Appraisal Practice	

International Right of Way Association Courses:

The Valuation of Partial Acquisitions  
Easement Valuation

## **PROFESSIONAL AFFILIATIONS**

Appraisal Institute (MAI No. 12581)

State Certified General Real Estate Appraiser:

Texas Certificate No. TX-1336773-G  
Oklahoma Certificate No. 12744CGA  
Alabama Certificate No. G00865  
Illinois Certificate No.553.001958  
Virginia Certificate No. 4001 014363

Iowa Certificate No. CG03186  
Georgia Certificate No. 366673  
Kentucky Certificate No. 004783  
Missouri Certificate No. 2016004125  
Indiana Certificate No. CG41700012

International Right of Way Association (Member)

## **QUALIFICATIONS OF ZACHRY C. KEZAR, MAI**

Zachry C. Kezar, MAI is a real estate appraiser associated with Allen, Williford & Seale, Inc. AWS is a real estate appraisal firm with corporate offices in Houston, Texas. Field offices are maintained throughout the nation. Mr. Kezar's responsibilities include appraisal of all types of right of way and commercial properties.

## **BIOGRAPHICAL DATA**

Mr. Kezar was born in San Antonio, Texas in 1985. He attended public high school in Blanco, Texas prior to attending Texas A&M University.

## **EDUCATION**

Bachelor of Science (Agricultural Economics)  
Texas A&M University (2008)

Appraisal Institute:

- Appraisal Principles
- Appraisal Procedures
- Uniform Standards of Professional Appraisal Practice
- General Appraiser Income Approach Part I
- General Appraiser Income Approach Part II
- Real Estate Finance, Statistics, and Valuation
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Market Analysis and Highest & Best Use
- General Appraiser Report Writing and Case Studies
- Advanced Income Capitalization
- Quantitative Analysis
- Advanced Market Analysis and Highest & Best Use
- Advanced Concepts and Case Studies

## **PROFESSIONAL AFFILIATIONS**

Appraisal Institute – MAI

State Certified General Real Estate Appraiser:

- Texas Certificate No. TX-1380059-G
- Georgia Certificate No. CG358273
- New Mexico Certificate No. 03389-G
- Missouri Certificate No. 2016014001
- Oklahoma Certificate No. 13286CGA
- North Carolina Certificate No. A8291

International Right of Way Association (Member)

## **QUALIFICATIONS OF AARON M. ROMERO**

Aaron M. Romero is a real estate appraiser associated with Allen, Williford, & Seale, Inc. AWS is a real estate appraisal firm with a national right of way valuation and litigation support practice. AWS maintains corporate offices in Houston, Texas and project offices throughout the country. Mr. Romero's responsibilities include appraisal of all types of right of way and commercial properties.

## **BIOGRAPHICAL DATA**

Mr. Romero was born in Galveston, Texas. He attended public school in West Columbia, Texas prior to attending Texas A&M University. Mr. Romero is married and has one child.

## **EDUCATION**

Bachelor of Business Administration (Finance)  
Texas A&M University (2008)

Appraisal Institute:

Appraisal Principles  
Appraisal Procedures  
Uniform Standards of Professional Appraisal Practice  
General Appraiser Income Approach Part I/II  
Real Estate Finance, Statistics, and Valuation  
General Appraiser Sales Comparison Approach  
General Appraiser Site Valuation and Cost Approach  
General Appraiser Market Analysis and Highest & Best Use  
General Appraiser Report Writing and Case Studies  
Advanced Income Capitalization  
Quantitative Analysis  
Advanced Market Analysis and Highest & Best Use  
Advanced Concepts and Case Studies  
Eminent Domain and Condemnation

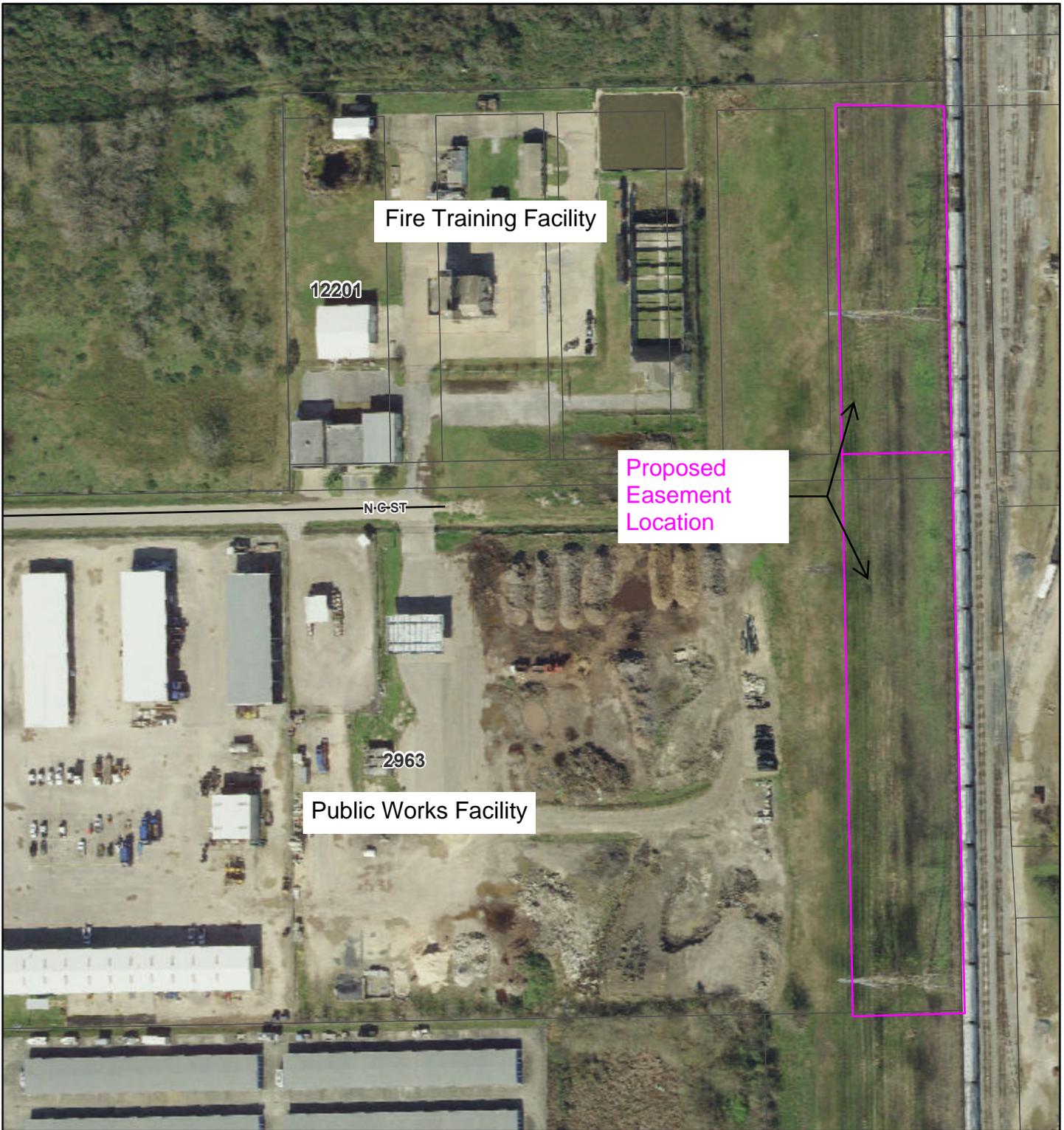
## **PROFESSIONAL AFFILIATIONS**

State Certified General Real Estate Appraiser:  
Texas Certificate No. TX-1380044-G  
California Appraiser I.D. No. 3003297  
Pennsylvania Certificate No. GA004171  
Oklahoma License No. 13287CGA

International Right of Way Association (Member)

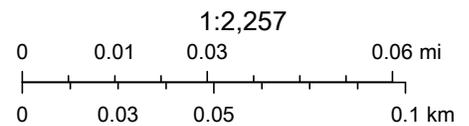
Candidate for Designation in the Appraisal Institute

# Area Map



11/4/2019 5:55:18 PM

- Base Map Layer - Streets
- ▤ Base Map Layer - City Limits
- ▭ Parcel Layer - Address Parcels





### REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 2019</u>
Requested By: <u>Donald Ladd, Asst. Fire Chief</u>
Department: <u>Fire Dept./Suppression Division</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>Vehicle Replacement</u>
Account Number:	<u>00950515228050</u>
Amount Budgeted:	_____
Amount Requested:	_____
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Sutphen proposal/agreement

### SUMMARY

The La Porte Fire Department has negotiated pricing for the upcoming two (2) replacement fire department custom pumper truck purchases. These fire pumper trucks are to be replaced in the coming years in accordance with the vehicle replacement policy 20-year replacement.

Negotiating multi-truck purchases has two main benefits, the first of which is pricing. The average price increase per year for fire trucks is 3 to 5 percent. By ordering multiple trucks the City gets a price break on the second truck of 1.75% price increase. However, there is a price break on the first truck too.

The second benefit is standardization. Standardizing fire trucks is both a safety and a performance benefit. Standardizing trucks allows for emergency equipment to be placed in approximately the same location on every truck.

Truck 1	Delivery date after October 2020	\$501,278.34
Truck 2	Delivery date after October 2021	\$510,050.71

The LPPD is recommending signing a purchase agreement with Sutphen Corporation for the purchase of the next two trucks as they are proposed. A purchase order will be prepared for each truck and payment will occur upon pick-up of each fire truck. Once this agreement is approved and a purchase order released for Truck 1, Sutphen will begin production of the fire truck with payment due upon completion, which will be after October 2020. The Emergency Service District will continue funding these two truck until payment is made. Public Works has verified that adequate funding will be available once the City is required to make payment for these two trucks in their respective fiscal years. The first truck will be paid during the FY2020-21 budget, while the second truck

will be paid from the FY2021-22 budget. There shall be an option for termination of the agreement by City Council if needed for Truck 2, which would not begin production until during the FY2020-21 and payment due after October 2021. Sutphen has been awarded a contract with BuyBoard, contract #571-18, for Fire Service Apparatus Service Vehicles, valid through September 30, 2021.

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**RECOMMENDED MOTION**

***I move to approve an agreement with Sutphen Corporation to purchase two new fire trucks.***

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**



**PURCHASE AGREEMENT**

**FOR**

**SUTPHEN FIRE APPARATUS**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of November, 2019, by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the City of La Porte of La Porte, TX, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser, Two (2) Custom Pumps, according to the Sutphen Proposal dated October 10, 2019.
  
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of One Million, Eleven Thousand, Three Hundred Twenty Nine Dollars and Five Cents (\$1,011,329.05). This is based on the proposal price of \$501,278.34 for the first unit and \$510,050.71 for the second unit. Full payment shall be made for, and upon pick-up of each apparatus.
  
3. **PRICING:** It is understood by all parties that Sutphen shall honor the price of the second unit as proposed, however, may be adjusted should changes be mandated by EPA or NFPA requirements, that would result in additional expense. Sutphen shall notify the Purchaser of any such changes and detail any additional costs, prior to the start of production of the second unit.
  
4. **COMPLETION:** The apparatus and equipment being purchased hereunder shall be available for pick-up after October 1, 2020 for the first unit, and after October 1, 2021 for the second unit provided that such dates shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.
  
5. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.

6. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of pickup and may use the apparatus and equipment during this period.

7. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

8. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

9. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

10. CANCELLATION: Either party has the right to terminate this agreement without penalty by giving ninety (90) days written notice to the other party, so long as production of the unit has not begun. Should notice of cancellation of this agreement be made after production has started, penalties may be assessed as negotiated, based on the current production stage at the time of cancellation.

11. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

12. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury until pick-up and acceptance of the apparatus.

13. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION  
By \_\_\_\_\_  
Sales Representative

THE \_\_\_\_\_  
Purchaser

By \_\_\_\_\_

Title \_\_\_\_\_

Accepted at office  
SUTPHEN CORPORATION  
6450 Eiterman Road  
Dublin, Ohio 43016

By \_\_\_\_\_

Title \_\_\_\_\_

PO Box 158  
Amlin, Ohio 43002-0158

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 2019</u>
Requested By: <u>Ian Clowes, City Planner</u>
Department: <u>Planning &amp; 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 2019-3768  
Deed  
Area map  
Appraisal Summary - City  
Appraisal Summary - Applicant

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### SUMMARY

The City received an application from Mr. F. Carrington Weems, II to vacate, abandon and close a portion of two (2) separate 15-foot wide alleys and a portion of the 15<sup>th</sup> Street and 14<sup>th</sup> Street rights-of-way, adjacent to the property legally described as Lots 1-32, Block 1143 and Lots 1-32, Block 1144, Town of La Porte, located at the northeast corner of S. 16<sup>th</sup> Street and the West M Street right-of-way. (*See the area map for details.*)

The abandonment process requires that all adjacent property owners either participate in the closure or sign away rights to their portion of the proposed closure. Telephone Investments, Inc, the only other adjacent property owner, decided not to participate in Mr. Weems's request and has authorized conveyance of their portion of the described 14<sup>th</sup> Street right-of-way.

The total area of the requested closure equals 60,000 square feet. The applicant seeks to purchase the right-of-way as part of a Special Conditional Use Permit (SCUP) approved by the City Council in August 2019. Staff have determined that there are no City or franchised utilities existing within the alleys or rights-of-way. Comcast, AT&T, and Centerpoint, the three franchise companies, have all provided letters of no objection to the proposed right-of-way closure.

In accordance with Sections 62-32 of the City's Code of Ordinances, the City obtained an appraisal of the subject rights-of-way to establish fair market value. The appraisal

report established a value of \$4.50 per square foot. The applicant submitted an additional appraisal quoting an appraised value of \$2.00 per square foot. After discussing the merits of the two appraisals, a final value of \$3.25 per square foot was agreed upon. The applicant has submitted closing fees in the amount of \$195,000 (60,000 sq. ft. x \$3.25) to the City. These funds are being held in escrow subject to final consideration and action by Council.

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**RECOMMENDED MOTION**

*I move that the Council adopt Ordinance 2019-3768 for street and alley closure request #19-25000006, vacating and abandoning a portion of two (2) separate 15-foot wide alleys and a portion of the 15<sup>th</sup> Street and 14<sup>th</sup> Street rights-of-way, adjacent to the property legally described as Lots 1-32, Block 1143 and Lots 1-32, Block 1144, and authorize the City Manager to execute a deed to the adjacent property owner for the subject right-of-way.*

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Approved for the City Council meeting agenda

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date

**ORDINANCE NO. 2019-3768**

**AN ORDINANCE VACATING, ABANDONING AND CLOSING THE ALLEYS IN BLOCKS 1143 AND 1144, TOWN OF LA PORTE, AND CLOSING THE PORTIONS OF THE 15<sup>th</sup> STREET AND 14<sup>th</sup> STREET RIGHTS-OF-WAY SITUATED BETWEEN WEST L AND WEST M STREETS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNER; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the City Council of the City of La Porte has been requested by the record owner of the properties abutting the alleys located within Block 1143 and 1144 of the Town of La Porte, and the portions of the 15<sup>th</sup> Street and 14<sup>th</sup> Street rights-of-way situated between West L and West M Streets, to vacate, abandon and close said rights-of-way, and;

**WHEREAS**, the City Council of the City of La Porte has determined and does hereby find, determine, and declare that the alleys located within Block 1143 and 1144 of the Town of La Porte, and the portions of the 15<sup>th</sup> and 14<sup>th</sup> street rights-of-way situated between West L and West M Streets are is not suitable, needed, or beneficial to the public as a public road, street, or alley, and the closing of the alleys located within Block 1143 and 1144 of the Town of La Porte, and the portions of the 15<sup>th</sup> and 14<sup>th</sup> street rights-of-way situated between West L and West M Streets is for the protection of the public and for the public interest and benefit, and that the alleys located within Block 1143 and 1144 of the Town of La Porte, and the portions of the 15<sup>th</sup> and 14<sup>th</sup> street rights-of-way situated between West L and West M Streets should be vacated, abandoned, and permanently closed.

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

**Section 1.** Under and by virtue of the power granted to the City of La Porte under its home rule charter, Chapter 62 of the City of La Porte Code of Ordinances and Chapter 253, Texas Local Government Code, the alleys located within Block 1143 and 1144 of the Town of La Porte, and the portions of the 15<sup>th</sup> and 14<sup>th</sup> street rights-of-way situated between West L and West M Streets are hereby permanently vacated, abandoned, and closed by the City of La Porte, such rights-of-way being generally illustrated on Exhibit "A" incorporated herein, and further described to wit:

**Tract 1**

Being a tract of land containing 6,000 square feet, situated in Block 1143, Town of La Porte, Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 16, Block 1143, Town of La Porte, said point being located at the intersection of the westernmost line of the north/south alley in Block 1143, Town of La Porte, and the West M Street right-of-way;

THENCE in an easterly direction across the north/south alley in Block 1143, Town of La Porte, a distance of 15 feet to a point on the western boundary of Lot 17, Block 1143, Town of La Porte;

THENCE in a northerly direction along the eastern line of the north/south alley in Block 1143, Town of La Porte, a distance of 400 feet to the northwest corner of Lot 32, Block 1143, Town of La Porte;

THENCE in an westerly direction across the north/south alley in Block 1143, Town of La Porte, a distance of 15 feet to a point on the eastern boundary of Lot 1, Block 1143, Town of La Porte;

THENCE in a southerly direction along the western line of the north/south alley in Block 1143, Town of La Porte, a distance of 400 feet to the POINT OF BEGINNING of the herein described tract.

## **Tract 2**

Being a tract of land containing 24,000 square feet, situated in Block 1143 and 1144, Town of La Porte, Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 17, Block 1143, Town of La Porte, said point being located at the intersection of the westernmost line of the 15<sup>th</sup> Street right-of-way in Block 1143, Town of La Porte, and West M Street right-of-way;

THENCE in an easterly direction across the 15<sup>th</sup> Street right-of-way in Block 1143, Town of La Porte, a distance of 60 feet to a point on the western boundary of Lot 16, Block 1144, Town of La Porte;

THENCE in a northerly direction along the eastern line of the 15<sup>th</sup> Street right-of-way in Block 1144, Town of La Porte, a distance of 400 feet to the northwest corner of Lot 1, Block 1144, Town of La Porte;

THENCE in a westerly direction across the 15<sup>th</sup> Street right-of-way in Block 1144, Town of La Porte, a distance of 60 feet to a point on the eastern boundary of Lot 32, Block 1143, Town of La Porte;

THENCE in a southerly direction along the western line of the 15<sup>th</sup> Street right-of-way in Block 1143, Town of La Porte, a distance of 400 feet to the POINT OF BEGINNING of the herein described tract.

## **Tract 3**

Being a tract of land containing 6,000 square feet, situated in Block 1144, Town of La Porte, Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 16, Block 1144, Town of La Porte, said point being located at the intersection of the westernmost line of the north/south alley in Block 1144, Town of La Porte, and the West M Street right-of-way;

THENCE in an easterly direction across the north/south alley in Block 1144, Town of La Porte, a distance of 15 feet to a point on the western boundary of Lot 17, Block 1144, Town of La Porte;

THENCE in a northerly direction along the eastern line of the north/south alley in Block 1144, Town of La Porte, a distance of 400 feet to the northwest corner of Lot 32, Block 1144, Town of La Porte;

THENCE in an westerly direction across the north/south alley in Block 1144, Town of La Porte, a distance of 15 feet to a point on the eastern boundary of Lot 1, Block 1144, Town of La Porte;

THENCE in a southerly direction along the western line of the north/south alley in Block 1144, Town of La Porte, a distance of 400 feet to the POINT OF BEGINNING of the herein described tract.

#### **Tract 4**

Being a tract of land containing 24,000 square feet, situated in Block 1144 and 1145, Town of La Porte, Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 17, Block 1144, Town of La Porte, said point being located at the intersection of the westernmost line of the 14<sup>th</sup> Street right-of-way in Block 1144, Town of La Porte, and West M Street right-of-way;

THENCE in an easterly direction across the 14<sup>th</sup> Street right-of-way in Block 1144, Town of La Porte, a distance of 60 feet to a point on the western boundary of Lot 16, Block 1145, Town of La Porte;

THENCE in a northerly direction along the eastern line of the 14<sup>th</sup> Street right-of-way in Block 1145, Town of La Porte, a distance of 400 feet to the northwest corner of Lot 1, Block 1145, Town of La Porte;

THENCE in a westerly direction across the 14<sup>th</sup> Street right-of-way in Block 1145, Town of La Porte, a distance of 60 feet to a point on the eastern boundary of Lot 32, Block 1144, Town of La Porte;

THENCE in a southerly direction along the western line of the 14<sup>th</sup> Street right-of-way in Block 1144, Town of La Porte, a distance of 400 feet to the POINT OF BEGINNING of the herein described tract.

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

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

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

**Section 5.** That the abutting property owner shall pay all costs associated with procedures necessitated by the request to abandon the alleys located within Block 1143 and 1144 of the Town of La Porte, and the portions of the 15<sup>th</sup> and 14<sup>th</sup> street rights-of-way situated between West L and West M Streets, as described in this Ordinance, plus compensation for the market value of such abandoned property in accordance Chapter 62 of the City of La Porte Code of Ordinances.

**Section 6.** The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient

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

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

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

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

**PASSED AND APPROVED THIS 9<sup>th</sup> day of December 2019.**

CITY OF LA PORTE, TEXAS

\_\_\_\_\_

Louis R. Rigby, Mayor

ATTEST:

APPROVED:

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Clark Askins, Assistant City Attorney

Exhibit "A"  
 Pages 1/1  
 Job No. 127404B-2

LINE	BEARING	DISTANCE
L1	N 90°00'00" E	15.00'
L2	N 90°00'00" E	60.00'
L3	N 90°00'00" E	15.00'
L4	S 90°00'00" W	15.00'
L5	S 90°00'00" W	60.00'
L6	S 90°00'00" W	15.00'

Notes:  
 1. Basis of bearings: the West line of the subject property as scaled per the recorded plat.

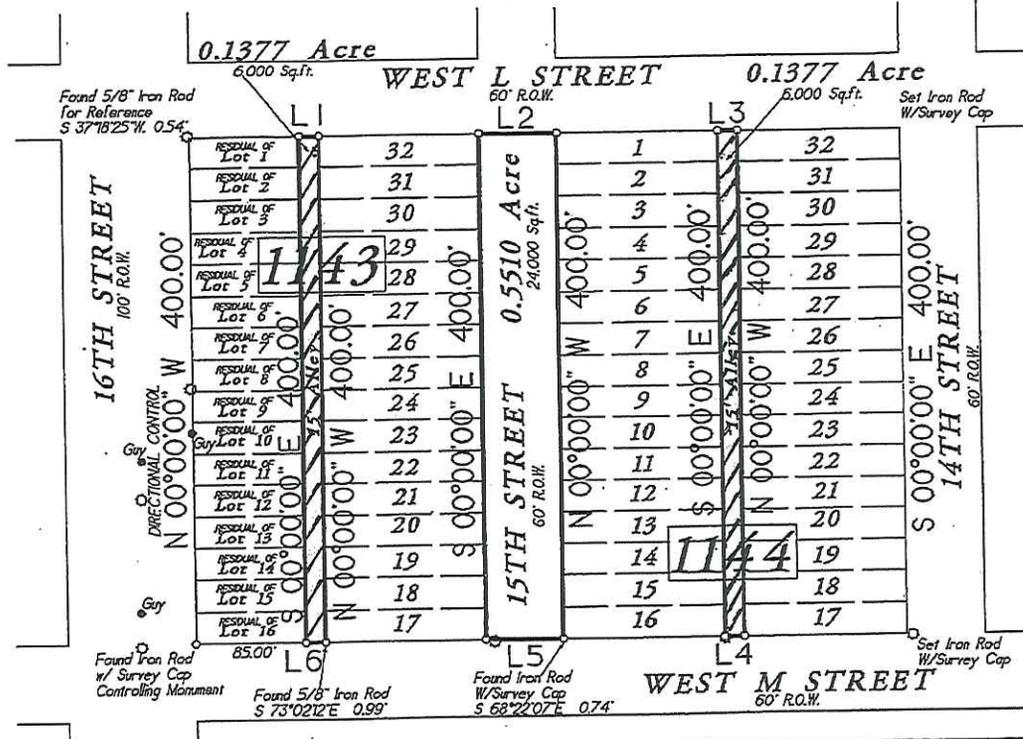
This property lies within ZONE Shaded 'X' as SCALED from FEMA Map Panel Number 48201C0945-M, dated January 6, 2017.

THIS MEANS THAT THE SUBJECT PROPERTY SCALES WITHIN THE 500 YEAR FLOOD PLAIN.

This determination is made strictly according to the FEMA Maps and does not reflect actual on ground flood conditions. Furthermore, this company takes no responsibility for such.

○ - POWER POLE

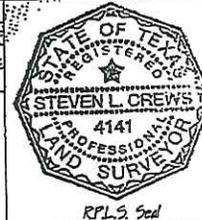
Lots	Block	Size
1 - 16	143	34,000 Sq.Ft./0.7805 Acre
1 - 16	144	50,000 Sq.Ft./1.1478 Acres
17 - 32	144	50,000 Sq.Ft./1.1478 Acres
17 - 32	143	50,000 Sq.Ft./1.1478 Acres
15' Alley	143	6,000 Sq.Ft./0.1377 Acre
15' Alley	144	6,000 Sq.Ft./0.1377 Acre
15th St.	-	24,000 Sq.Ft./0.5510 Acre



Being a 0.1377 acre (6,000 square foot), a 0.1377 acre (6,000 square foot) and a 0.5510 acre (square foot) tracts of land out of Blocks One Thousand One Hundred Forty Three (1143) and One Thousand One Hundred Forty Four (1144), of TOWN OF LAPORTE an addition in Harris County, Texas according to the map or plat thereof, recorded under Volume 60, Page 112 of the Deed Records of Harris County, Texas.

Date: April 23, 2017  
 Job No. 17-0158  
 Address: -  
 City, State: La Porte, Texas  
 GF No. 1044001682  
 Scale: 1" = 100'  
 Drawn By: RM  
 Rev: 0

**C & C Surveying, Inc.**  
 7424 F.M. 1488, Suite A, Magnolia, Texas 77354  
 Office: 281-259-4377 Metro: 281-356-5172  
 Fax: 281-356-1935  
 Email: onesurveyatatime@sbcbglobe.net



Certified To: Fidelity National Title Company  
 Client: Cypressbrook Management Company

I HEREBY CERTIFY THIS SURVEY WAS MADE ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A DRESSY IN CONNECTION III SURVEY, AND THAT THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN.

*Steven L. Crews*  
 Steven L. Crews R.P.L.S. # 4141

## DEED WITHOUT WARRANTY

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

Date: DECEMBER 9, 2019

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

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

Grantee: F. Carrington Weems

Mailing Address: 1603 W Clay Road, Houston, TX 77019

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

Property: (including any improvements):

### **Tract 1**

Being a tract of land containing 6,000 square feet, situated in Block 1143, Town of La Porte, Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 16, Block 1143, Town of La Porte, said point being located at the intersection of the westernmost line of the north/south alley in Block 1143, Town of La Porte, and the West M Street right of way;

THENCE in an easterly direction across the north/south alley in Block 1143, Town of La Porte, a distance of 15 feet to a point on the western boundary of Lot 17, Block 1143, Town of La Porte;

THENCE in a northerly direction along the eastern line of the north/south alley in Block 1143, Town of La Porte, a distance of 400 feet to the northwest corner of Lot 32, Block 1143, Town of La Porte;

THENCE in an westerly direction across the north/south alley in Block 1143, Town of La Porte, a distance of 15 feet to a point on the eastern boundary of Lot 1, Block 1143, Town of La Porte;

THENCE in a southerly direction along the western line of the north/south alley in Block 1143, Town of La Porte, a distance of 400 feet to the POINT OF BEGINNING of the herein described tract.

### **Tract 2**

Being a tract of land containing 24,000 square feet, situated in Block 1143 and 1144, Town of La Porte, Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 17, Block 1143, Town of La Porte, said point being located at the intersection of the westernmost line of the 15<sup>th</sup> Street right of way in Block 1143, Town of La Porte, and West M Street right of way;

THENCE in an easterly direction across the 15<sup>th</sup> Street right of way in Block 1143, Town of La Porte, a distance of 60 feet to a point on the western boundary of Lot 16, Block 1144, Town of La Porte;

THENCE in a northerly direction along the eastern line of the 15<sup>th</sup> Street right of way in Block 1144, Town of La Porte, a distance of 400 feet to the northwest corner of Lot 1, Block 1144, Town of La Porte;

THENCE in a westerly direction across the 15<sup>th</sup> Street right of way in Block 1144, Town of La Porte, a distance of 60 feet to a point on the eastern boundary of Lot 32, Block 1143, Town of La Porte;

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### **Tract 3**

Being a tract of land containing 6,000 square feet, situated in Block 1144, Town of La Porte, Harris County, Texas, being more particularly described by metes and bounds as follows:

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THENCE in an easterly direction across the north/south alley in Block 1144, Town of La Porte, a distance of 15 feet to a point on the western boundary of Lot 17, Block 1144, Town of La Porte;

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THENCE in a southerly direction along the western line of the north/south alley in Block 1144, Town of La Porte, a distance of 400 feet to the POINT OF BEGINNING of the herein described tract.

#### **Tract 4**

Being a tract of land containing 24,000 square feet, situated in Block 1144 and 1145, Town of La Porte, Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 17, Block 1144, Town of La Porte, said point being located at the intersection of the westernmost line of the 14<sup>th</sup> Street right of way in Block 1144, Town of La Porte, and West M Street right of way;

THENCE in an easterly direction across the 14<sup>th</sup> Street right of way in Block 1144, Town of La Porte, a distance of 60 feet to a point on the western boundary of Lot 16, Block 1145, Town of La Porte;

THENCE in a northerly direction along the eastern line of the 14<sup>th</sup> Street right of way in Block 1145, Town of La Porte, a distance of 400 feet to the northwest corner of Lot 1, Block 1145, Town of La Porte;

THENCE in a westerly direction across the 14<sup>th</sup> Street right of way in Block 1145, Town of La Porte, a distance of 60 feet to a point on the eastern boundary of Lot 32, Block 1144, Town of La Porte.

The above described tracts, together containing 60,000 square feet, more or less, were vacated, abandoned and closed by City of La Porte Ordinance No. 2019-3768, passed and approved by the City Council of the City of La Porte on the 9th day of December, 2019.

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

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

Attest:

City of La Porte, Texas

\_\_\_\_\_  
Lee Woodward  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

\_\_\_\_\_  
Clark T. Askins  
Assistant City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2019, by Corby D. Alexander, City Manager of the City of La Porte, Texas, a municipal corporation.

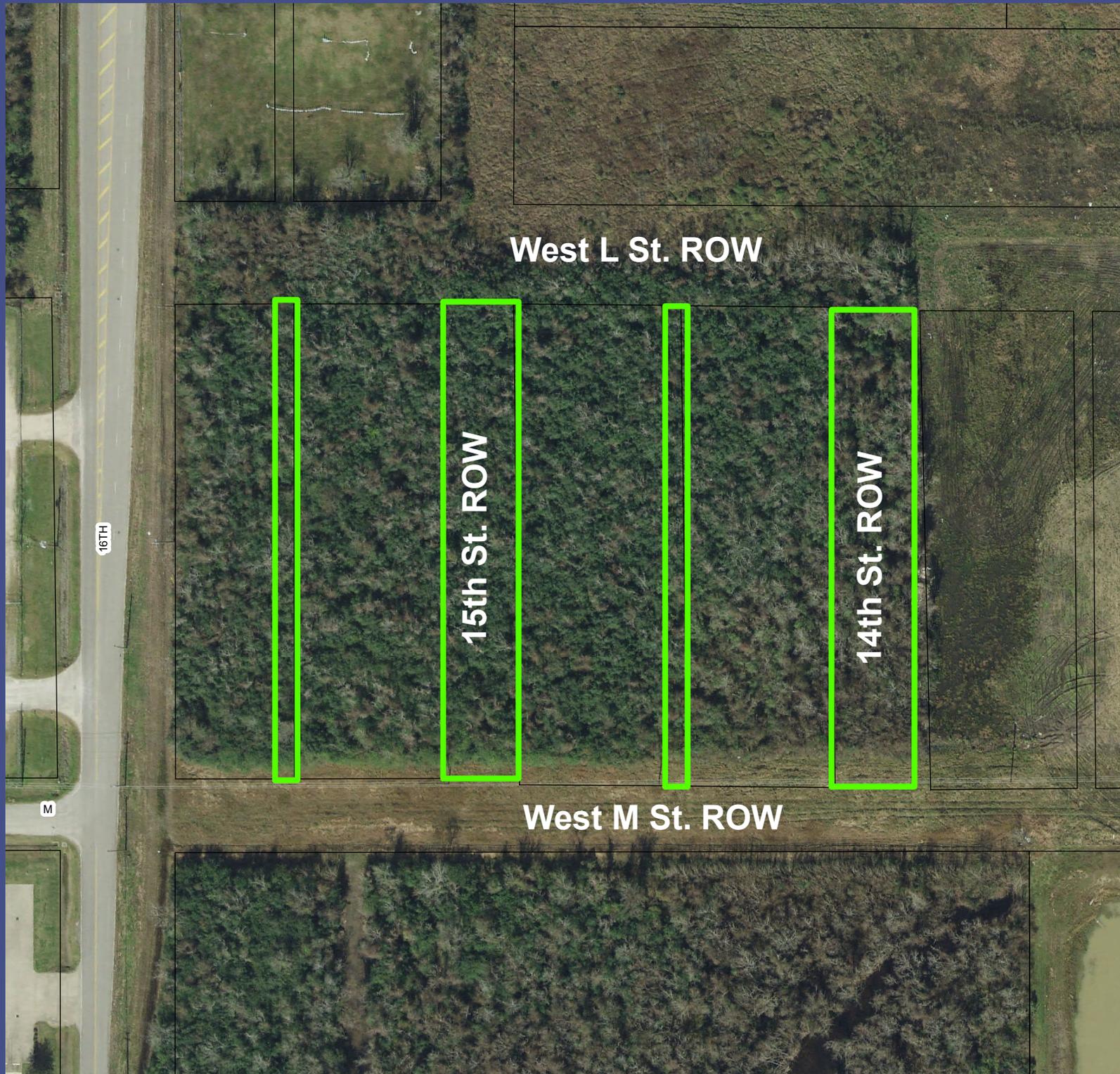
\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

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

**PREPARED IN THE LAW OFFICE OF:**

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



## AREA MAP

SAC  
#19-25000006

S. 16th @ W. M

### Legend

 Proposed Closures



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 = 114 feet

NOVEMBER 2019  
PLANNING DEPARTMENT



**R.C. Chuoke & Associates, Inc.**  
Appraisers & Consultants

P.O. Box 1447  
League City, Texas 77574

Office- 281-338-9633  
Fax- 281-338-9533

October 1, 2019

City of La Porte  
P.O. Box 1115  
La Porte, Texas 77572

RE: Restricted Appraisal regarding the estimated **Market Value** of two alleyways out of Block 1143 and Block 1144 and a portion of the 15th Street right of way situated between the aforementioned Blocks, Town of La Porte, Harris County, Texas.

Dear Sirs:

In accordance with your request, I have inspected the following described property for the purpose of estimating the **Market Value** following described property as of the date of this Restricted Appraisal. As per our agreement, the data and analysis is presented in an abbreviated Restricted Appraisal format and is not intended to contain the full analysis.

**BRIEF LEGAL DESCRIPTION OF PROPERTY**

Known as a total of +-36,000 square feet out of two alleyways out of Block 1143 and Block 1144 and a portion of the 15th Street right of way situated between the aforementioned Blocks, Town of La Porte, Harris County, Texas. (See attached legal description described in Exhibit "A" located in the addenda).

I hereby certify that I have personally inspected the property described via a street inspection and that all data gathered by my investigation is from sources believed reliable and true. In preparing this Restricted Appraisal, a study of comparable sales and other related market data was performed.

It should clearly be understood that this letter only constitutes only a statement of the final value and that does not presume to be the complete analysis of the subject property nor a complete appraisal format and is subject to the preparation of a detailed appraisal report.

.....Page 2 Continued.....

The subject property as described by the survey as provided, contains a total of +36,000 square feet of land area. The subject property consists of two alleyways and a portion of the unopened 15th Street right of way. Each of the alleyways contain +-6,000 square feet (15' X 400') and the 15th Street right of way contains +-24,000 square feet (60' X 400'). The alleyways are situated in Blocks 1143 and 1144 of the Town of La Porte just east of 16th Street and south of Fairmont Parkway. A survey of the site was provided for review and is located in the addenda to the appraisal report. The subject is reported to have access public utilities. The subject site is wooded and appears to be generally flat and level. It is not located in the 100 year flood plain. Adjacent property uses consist primarily of commercial and light industrial properties. The property is zoned for general commercial use by the City of La Porte. The Highest and Best Use of the subject property is determined to be for use either for alleyways or street right of way, however it may have an alternative use by adjacent property owners due to its configuration. The client and intended user of this appraisal is the City of La Porte only. The intended use is to estimate the current market value of the subject property of this analysis as described above for use in establishing a market value for the subject property by the client. There has been no transfer of the subject property noted for the past 36 months per appraisal district records. The effective date of the appraisal and inspection is September 29, 2019. The effective date of the report is October 1, 2019. The estimated exposure time is up to 24 months.

The subject property currently lies adjacent to a 4.22 acre tract of land which is currently listed for \$950,000 or \$5.17 PSF. The sales price was requested but was not disclosed. Other sales of generally similar properties in the subject neighborhood were researched that had locations that range from primary to secondary type roadways. A unit value range of between \$3.00 PSF to over \$6.00 PSF was noted. After adjustments, it is my opinion the estimated unit value range for the subject property would be a unit value of **\$4.50 PSF** before any additional discounting by the "City".

Therefore the unit market value of the subject tract is estimated at **\$4.50 PSF which is based on 100% fee simple ownership with no discounting applied.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Chris Chuoke". The signature is written in a cursive style with a horizontal line extending to the right.

---

Chris Chuoke, President  
R.C. CHUOKE & ASSOCIATES, INC.

VALUATION & ADVISORY SERVICES

**CBRE**

2800 Post Oak Blvd. Ste. 500  
Houston, TX 77056

T 713-840-6620  
F 713-840-6649

www.cbre.com

October 28, 2019

Mr. Justin Bennett  
Texas Regional Partner  
PHELAN-BENNETT DEVELOPMENT  
5301 Polk Street, Building 25  
Houston, Texas 77023

RE: Appraisal of: La Porte Land  
East side of South 16th Street between Avenue M and Avenue L  
La Porte, Harris County, Texas 77571  
CBRE, Inc. File No. 19-361SC-1169-1

Dear Mr. Bennett:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Restricted Appraisal Report. The reader is hereby advised that the opinions and conclusions contained herein may not be properly understood without additional information contained in the appraiser's work file.

### Subject Overview

The subject is a 5.601-acre tract of vacant land located at the southeast corner of the intersection of South 16th Street and West L Street (80' wide R.O.W) in La Porte, Harris County, Texas. Of the 5.601-acres, 4.224-acres is fee simple land that has been listed for sale for more than three years and is currently listed for \$950,000 or \$5.17 psf. The remaining 1.377-acres is R.O.W. city-owned streets and alleys that the client is looking to purchase in addition to the 4.224-acres. At the request of the client, we are valuing the 4.224-acres and 1.377-acres as one entity (5.601-acres).

### Potential Acquisition

According to the client (prospective buyer), the seller has agreed to verbal terms regarding the sale of the 4.224-acres for a significant amount less than the asking price (not disclosed). The substantial discount is attributed to the subject having no access to utilities and would require on-site storm detention before any future development could take place. In addition, the site is located in the 500-year flood plain (Zone X) and was recently zoned to PUD – Planned Unit Development with a light industrial use, therefore restricting the potential development opportunities of the subject.

We believe these attributes significantly affect the marketability of the subject property due to any prospective buyer having to provide significant capital in order to develop the subject into its highest and best use.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

<b>MARKET VALUE CONCLUSION</b>			
<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
As Is (4.224-acres)	Fee Simple Estate	October 23, 2019	\$380,000
<u>*As Is (1.377-acres)</u>	<u>Fee Simple Estate</u>	<u>October 23, 2019</u>	<u>\$120,000</u>
<b>As Is (5.601-acres)</b>	<b>Fee Simple Estate</b>	<b>October 23, 2019</b>	<b>\$500,000</b>

Compiled by CBRE

\*Prior value to any discounting that may or may not be applied by the City of La Porte.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The reader is hereby advised that the opinions and conclusions contained herein may not be properly understood without additional information contained in the appraiser's work file.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

Mr. Justin Bennett  
October 28, 2019  
Page 3

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

**CBRE - VALUATION & ADVISORY SERVICES**



---

Clinton F. Bogart, MRICS, SIOR  
Executive Vice President & Practice Leader  
Industrial & Special Use Valuation  
Texas Certification No. TX-1323944-G  
[www.cbre.com/Clinton F. Bogart](http://www.cbre.com/Clinton F. Bogart)

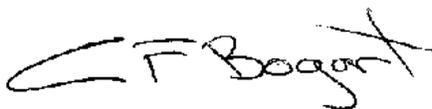
Phone: (713) 840-6647  
Email: [clinton.bogart@cbre.com](mailto:clinton.bogart@cbre.com)

**CBRE**

## Certification

We certify to the best of our knowledge and belief:

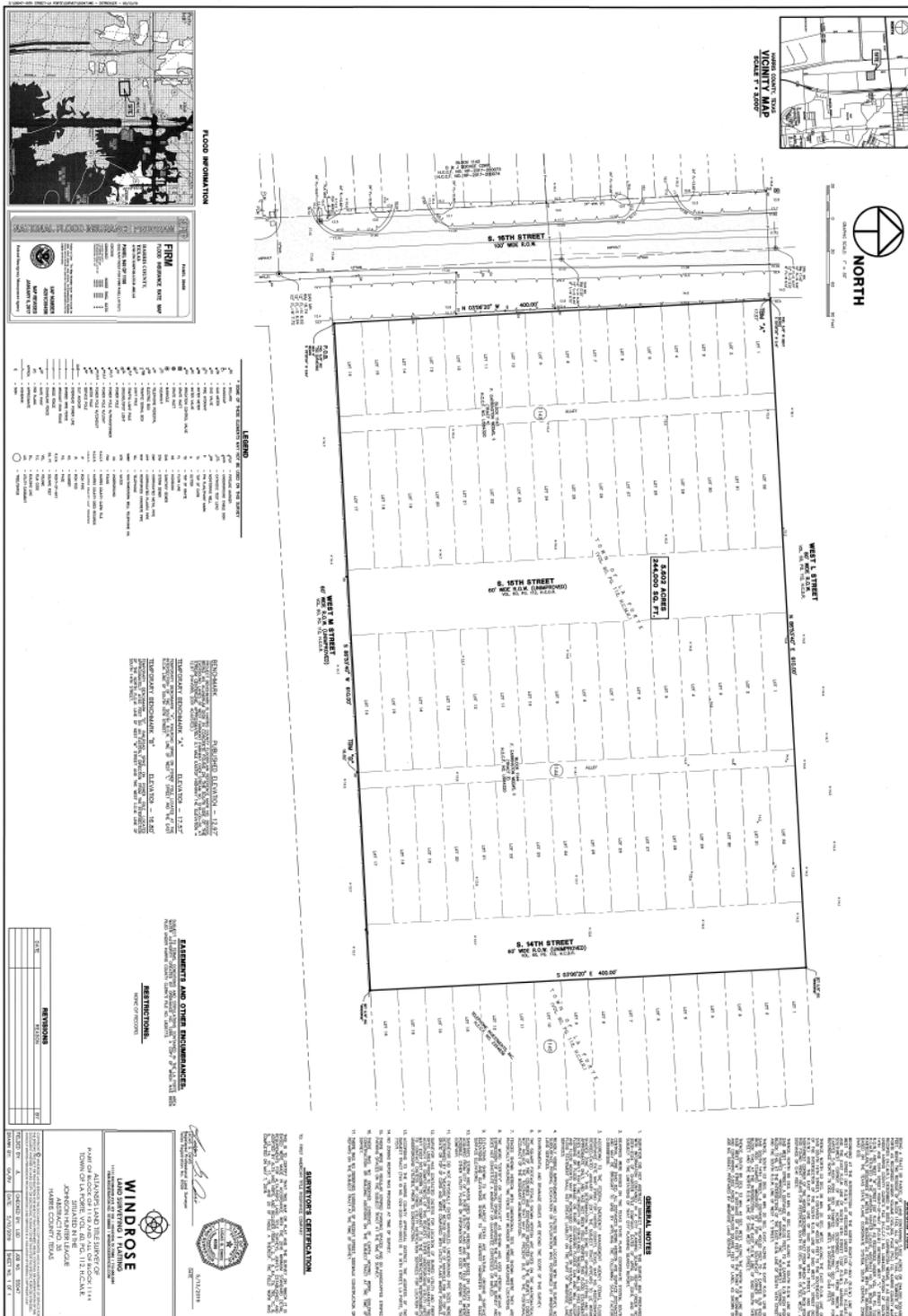
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Texas.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Clinton Bogart, MRICS, SIOR has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
11. Charlie Mack has and Clinton Bogart, MRICS, SIOR has not made a personal inspection of the property that is the subject of this report.
12. Charlie Mack (Trainee License No. TX 1323944) provided significant real property appraisal assistance to the persons signing this report.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Clinton Bogart, MRICS, SIOR has not previously appraised the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



---

Clinton F. Bogart, MRICS, SIOR  
Texas Certification No. 1323944-G









Subject view via S. 16<sup>th</sup> St. w/ listing sign



Subject view via S. 16<sup>th</sup> St. w/ listing sign



Subject northern border view via S. 16<sup>th</sup> St.



Subject northwestern view via S. 16<sup>th</sup> St.



Subject western border view via S. 16<sup>th</sup> St.



Subject western view adjacent to S. 16<sup>th</sup> St.



Subject southern view via adjacent lot



Subject southern view via adjacent lot



Subject eastern view via S 13<sup>th</sup> St.



Subject eastern view via S 13<sup>th</sup> St.

## Executive Summary

<b>Property Name</b>	La Porte Land	
<b>Location</b>	East side of South 16th Street between Avenue M and Avenue L La Porte, Harris County, TX 77571	
<b>Parcel Number(s)</b>	0242030430001	
<b>Client</b>	Phelan-Bennett Development	
<b>Highest and Best Use</b>		
As If Vacant	Industrial (BTS)	
As Improved	Land	
<b>Property Rights Appraised</b>	Fee Simple Estate	
<b>Date of Report</b>	October 28, 2019	
<b>Date of Inspection</b>	October 23, 2019	
<b>Estimated Exposure Time</b>	12 Months	
<b>Estimated Marketing Time</b>	12 Months	
<b>Fee Simple Land</b>	4.224 AC	184,000 SF
<b>R.O.W. City-Owned Land</b>	1.377 AC	60,000 SF
<b>Total Land Area</b>	<b>5.601 AC</b>	<b>244,000 SF</b>
<b>Zoning</b>	PUD - Light Industrial Use	
<b>Buyer Profile</b>	Owner-User	

### VALUATION

	<b>Total</b>	<b>Per Acre</b>	<b>Per SF</b>
Land Value (4.224-acres)	\$380,000	\$89,961	\$2.07
Land Value (1.377-acres)	\$120,000	\$87,120	\$2.00
<b>Total Land Value (5.601-acres)</b>	<b>\$500,000</b>	<b>\$89,262</b>	<b>\$2.05</b>

### CONCLUDED MARKET VALUE

<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value</b>
As Is (4.224-acres)	Fee Simple Estate	October 23, 2019	\$380,000
*As Is (1.377-acres)	Fee Simple Estate	October 23, 2019	\$120,000
<b>As Is (5.601-acres)</b>	<b>Fee Simple Estate</b>	<b>October 23, 2019</b>	<b>\$500,000</b>

Compiled by CBRE

\*Prior value to any discounting that may or may not be applied by the City of La Porte.

## EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.” <sup>1</sup>

- None noted

## HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.” <sup>2</sup>

- None noted

## OWNERSHIP AND PROPERTY HISTORY

<b>OWNERSHIP SUMMARY (4.224-ACRES)</b>	
Item	Current
Owner:	Carrington F. Weems
Date Purchased:	Jan 2, 1989
Purchase Price:	N/A
Legal Reference:	LTS 1 THRU 32 BLK 1144 LTS 17 THRU 32 & TRS 1 THRU BLK 1143 LA PORTE
County/Locality Name:	Harris
Pending Sale:	No
Change of Ownership - Past 3 Years	No
Compiled by CBRE	

Title to the subject is currently vested in the name of Carrington F. Weems (4.224-acres) and the City of La Porte (1.377-acres of R.O.W. land). The 4.224-acres is currently listed for sale for \$950,000 or \$5.17 psf, however the client has reached a verbal agreement with the seller on purchasing the subject site for an amount significantly less than the asking price due to the amount of capital that the subject would need in order to make it fully developable to its highest and best use.

The 1.377-acres of R.O.W. land is abandoned streets and alleyways located amongst or adjacent to the 4.224-acres (see survey in subject photographs or addenda). The client (prospective buyer) wants to purchase this land for approximately the same amount as the 4.224-acres, however the City of La Porte is offering the land at \$270,000 or \$4.50 psf. Based on the value conclusion of this report, the purchase price for the 1.377-acres appear to be high.

<sup>1</sup> The Appraisal Foundation, *USPAP, 2018-2019*

<sup>2</sup> The Appraisal Foundation, *USPAP, 2018-2019*

To the best of our knowledge, there has been no ownership transfer of the property during the previous three years other than the mentioned above.

### EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- exposure/marketing time information from the CBRE, Inc. National Investor Survey and the PwC Real Estate Investor Survey; and
- the opinions of market participants.

The following table presents the information derived from these sources.

<b>EXPOSURE/MARKETING TIME DATA</b>			
Investment Type	Exposure/Mktg. (Months)		
	Range		Average
<i>PwC Warehouse</i>			
National Data	1.0 - 9.0		3.8
Local Market Professionals	6.0 - 12.0		9.0
<b>CBRE Exposure Time Estimate</b>			<b>12 Months</b>
<b>CBRE Marketing Period Estimate</b>			<b>12 Months</b>
Source: CBRE National Investor Survey, RealtyRates.com Survey & PwC Real Estate Survey			



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 2019</u>
Requested By: <u>Louis Rigby, Mayor</u>
Department: <u>City Council</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input 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:** Letter from Mike Sullivan  
HCAD letter  
Resolution 2019-19  
Certificate of Ballot

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### SUMMARY

The Harris County Appraisal District has notified the City that Mike Sullivan was the only person nominated for the HCAD board position representing cities other than the City of Houston. Mr. Sullivan was the Council's nominee (by action and resolution) for the position at its September 9, 2019, meeting.

The City is now requested to cast its vote by action and resolution in the HCAD election.

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### RECOMMENDED MOTION

**I move that the Council mark its HCAD ballot for Mike Sullivan, to serve as the HCAD board member in the position representing cities other than the City of Houston and adopt Resolution 2019-19 in support of same.**

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Approved for the City Council meeting agenda

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date



**Harris County Appraisal District**  
Interoffice Memorandum

**OFFICE OF THE CHIEF APPRAISER**

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TO: Presiding Officers of Taxing Units  
Served by the Harris County Appraisal District

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Election of Board of Directors of the  
Harris County Appraisal District

DATE: October 18, 2019

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation & reclamation districts closed October 15, 2019. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Martina Lemond Dixon, Jennifer Key, Ben Pape, and Dee Anne Thomson are nominees for the position representing school districts other than Houston ISD and the junior college districts.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

John Ferro, Bob Milner and Glenn Peters are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the

junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.*** The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 16, 2019.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted. ***Resolutions and Certification of Ballot may be submitted via e-mail to cguerra@hcad.org. However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

Prior to December 20, 2019, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 16, 2019, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

#### Attachments

c: HCAD Board Members  
Tax Assessors  
Attorneys

Mike Sullivan  
Director, Harris County Appraisal District  
4811 Shore Hills Dr.  
Kingwood, TX 77345  
[Mike@MikeSullivan.me](mailto:Mike@MikeSullivan.me)  
(713) 898-6969 Mobile

October 26, 2019

Mayor Louis Rigby  
City of La Porte  
604 West Fairmont Parkway  
La Porte, TX 77571-6215

Dear Mayor Rigby:

I have been your representative on the Harris County Appraisal District (HCAD) Board of Directors for the past two years. As a reminder, I am the HCAD Director representing "cities other than Houston". I was recently nominated for another two-year term, and respectfully request that your city cast its vote for me.

HCAD has mailed your city a packet with voting instructions. In order to cast a vote for me, your city council must pass a formal Resolution. The deadline to submit your Resolution is December 16, 2019. With holidays and end of year deadlines looming, I request your city post this item on their agenda as soon as reasonably possible.

If your city has not received a packet from HCAD, please let me know, and I will have another sent (either electronically or by standard mail).

Thank you for your past support, and I again respectfully request your city pass a Resolution casting its vote for me to be your representative on the HCAD Board of Directors.

Respectfully,



Mike Sullivan  
Director, representing cities other than Houston

*(Not printed or mailed at taxpayer expense)*

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**RESOLUTION 2019-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS,  
CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF  
DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT**

**WHEREAS**, the chief appraiser of the Harris County Appraisal District has delivered to the mayor of La Porte the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

**WHEREAS**, the City of La Porte deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position;

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

Section 1. The facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. The City of La Porte, Texas, does hereby cast its vote for Mike Sullivan, to fill the position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. The mayor be, and is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than December 16, 2019.

**PASSED AND APPROVED by the City Council on this, the 9<sup>th</sup> day of December 2019.**

**CITY OF LA PORTE, TEXAS**

\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

APPROVED:

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Clark T. Askins, Asst. City Attorney

**CERTIFICATION OF BALLOT  
FOR BOARD OF DIRECTORS  
HARRIS COUNTY APPRAISAL DISTRICT**

I, Louis Rigby, certify that on the 9<sup>th</sup> day of December, 2019, the City Council of the City of La Porte, Texas, did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

*(Place an "X" in the square next to the candidate of your choice.)*

Mike Sullivan

[ ]

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this 9<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

\_\_\_\_\_  
Lee Woodward, City Secretary



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 2019</u>
Requested By: <u>Louis Rigby, Mayor</u>
Department: <u>City Council</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input 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:** Letter from Subsidence District  
May 2019 H-GSD Board list

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### SUMMARY

According to the bylaws of the Harris-Galveston Subsidence District provision 2.1.2.(h), the mayors of the cities of Deer Park, Galena Park, La Porte, Nassau Bay, Seabrook and the President of the Clear Lake City Water Authority are entitled to appoint an individual to serve in Place 17 of its Board of Directors, for a term expiring on January 31 of even-numbered years (Per 2.1.3. ...*Directors serve in their official capacity until the end of their term, but shall continue to serve after the end of their term until a successor is appointed and takes the oath of office.*).

Mr. James Edwards has been serving in this position. On Friday, November 4, 2019, several of the appointing cities for Place 17, including La Porte, received letters from the District, notifying them that his term ended in January and that he was still serving in the holdover capacity. Following CSO inquiry, it has been ascertained that Mr. Edwards would like to continue to serve, attends regularly, and participates in committee work in addition to that of his seat on the Board.

Mayor Rigby has brought forth the nomination of Mr. Edwards for the general approbation of the Council.

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### RECOMMENDED MOTION

**I move that the Council approve Mayor Rigby's nomination of James Edwards to serve the remainder of the current term for Place 17 of the Harris-Galveston Subsidence District.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

---

**Date**

**HARRIS-GALVESTON SUBSIDENCE DISTRICT**  
**Board of Directors – Effective May 2019**

HGSD Act	Appointing Entity (Person)	Board Member (Representing)	First Appointed	Expiration of Term
(b) The mayor of the municipality with the largest population of any municipality in the district shall appoint six directors from that municipality. One of those directors must be a representative of industry.	Houston (Mayor)	Susan L. Baird (Pos. 6) Chris Canonico (Pos. 5, industry) Alberto S. Gonzalez (Pos. 4) Katherine M. Mears (Ostroff) (Pos. 1) Pamela Puckett (Pos. 2) Shaun Theriot-Smith (Pos.3)	11/98 9/12 7/92 5/18 3/14 4/17	2021 2020 2021 2021 2020 2020
(c) The mayor of the municipality with the second largest population of any municipality in the district shall appoint one director from that municipality.	Pasadena (Mayor)	Sarah Benavides	2/19	2021
(d) The mayors of all municipalities in Galveston County shall jointly appoint two directors from those municipalities.	Clear Lake Shores (Mayor) Dickinson (Mayor) Friendswood (Mayor) Galveston (Mayor) Hitchcock (Mayor) Jamaica Beach (Mayor) Kemah (Mayor) La Marque (Mayor) League City (Mayor) Santa Fe (Mayor) Texas City (Mayor) Bayou Vista (Mayor) Tiki Island (Mayor)	Shannon Lucas Jason Long	2/18 2/19	2020 2021
(e) The mayor of Baytown shall appoint one director from the municipality of Baytown.	Baytown (Mayor)	Pete Côté	8/13	2019
(f) The Commissioners Court of Harris County shall appoint three directors who are not residents of the municipality that has the largest population of any municipality in the district. One of those directors must be a representative of agriculture, one must be a representative of industry, and one must be a representative of municipal utility districts and a resident of a municipal utility district in the district.	Harris County (Commissioners Court)	Lindall Murff (agriculture) Linn Smyth (municipal utility districts) Joe Goins (industry)	2/11 2/12 3/11	2020 2020 2019
(g) The Commissioners Court of Galveston County shall appoint three directors. One of those directors must be a representative of municipal utility districts and a resident of a municipal utility district in the district.	Galveston County (Commissioners Court)	Kenneth Keller (municipal utility district) William Latimer Kathy Rogers	4/19 2/12 2/15	2020 2020 2021

(h) The president of the Clear Lake City Water Authority and the mayors of the municipalities of Deer Park, Galena Park, La Porte, Nassau Bay, and Seabrook shall jointly appoint one director from Harris County.	Deer Park (Mayor) Galena Park (Mayor) La Porte (Mayor) Nassau Bay (Mayor) Seabrook (Mayor) Clear Lake City Water Authority (President)	James Edwards	12/13	2019
(i) The mayors of the municipalities of West University Place, Southside Place, Bellaire, and Jacinto City shall jointly appoint one director from Harris County.	West University Place (Mayor) Southside Place (Mayor) Bellaire (Mayor) Jacinto City (Mayor)	Alan P. Petrov	2/03	2020
(j) The mayors of the municipalities of Humble, Piney Point Village, Hedwig Village, Bunker Hill Village, Hunters Creek Village, Hilshire Village, and Spring Valley shall jointly appoint one director from Harris County.	Humble (Mayor) Piney Point Village (Mayor) Hedwig Village (Mayor) Bunker Hill Village (Mayor) Hunters Creek Village (Mayor) Hilshire Village (Mayor) Village of Spring Valley (Mayor)	Kyle Sears	3/14	2020

**Sec. 8801.051. DIRECTORS.** (a) The district is governed by a board composed of 19 directors appointed as provided by this section. Directors serve for two-year, staggered terms. A director must be a qualified voter of the district.

**Sec. 8801.056. VACANCIES.** If a vacancy occurs on the board, a person representing the same area as the vacating director shall be appointed as provided by Section 8801.051 to serve the unexpired term.



**REQUEST FOR CITY COUNCIL AGENDA ITEM**

Agenda Date Requested: <u>December 9, 2019</u>
Requested By: <u>Michael Dolby, Director</u>
Department: <u>Finance</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>Various</u>
Account Number:	<u>Various</u>
Amount Budgeted:	<u>Yes</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Encumbrance rollover report

**SUMMARY**

The City's fiscal year ended September 30, 2019. There are 20 outstanding purchase orders staff is requesting to roll over. The purchase orders represent goods that are ordered and budgeted funds committed to procure items necessary to operate the City.

A breakdown of the open purchase orders, encumbrances, and budget rollover requests by operating fund are as follows:

<b>Fund</b>	<b>Number</b>	<b>Amount</b>
General Fund	15	\$ 134,390.63
Utility Fund	1	3,056.25
Technology Fund	1	10,230.00
Grant Fund	3	24,258.60
<b>Totals</b>	<b>20</b>	<b>\$ 171,935.48</b>

The above encumbrances will not have an impact on the projected working capital balances for fiscal year 2020 because they were budgeted in the fiscal year 2019 and, following approval by the City Council, the system will automatically increase each line item.

**RECOMMENDED MOTION**

**Approve rollover of the requested encumbrances from City of La Porte Fiscal Year 2019 budget to City of La Porte Fiscal Year 2020 budget.**

**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

---

**Date**

**CITY OF LA PORTE  
ENCUMBRANCE ROLLOVER REPORT  
For the Fiscal Year ended September 30, 2019**

Vendor Name	Encumbrance Amount	Description
HOYT BREATHING AIR PRODUCTS	388.00	AIRPAK SUPPLIES
GALLS	580.10	UNIFORMS FOR NEW HIRES
BOWLING BICYCLE, INC.	3,150.00	PATROL BICYCLES
VOIANCE LANGUAGE SERVICES	403.98	VOICE INTERPRETATION THIRD PARTY TRANSLATION SERVICES FOR LPPD
GULF COAST PRESSURE WASHING	450.00	BI ANNUAL PRESSURE WASHING
NEWTON SOFTWARE INC	1,636.00	CITY-WIDE EMPLOYEE RECRUITMENT SOFTWARE
AMERICAN MAINLINE PRODUCTS	24,455.00	MUNICIPAL COURT CANOPY REPLACEMENT
DIAMOND ERECTORS INC.	6,775.00	MUNICIPAL COURT CANOPY REPAIR
SUNGARD PUBLIC SECTOR INC.	47,845.69	FINANCIAL SOFTWARE
ASCO POWER SERVICES	9,000.00	CITY HALL/ANIMAL SHELTER GENERATOR REPAIRS
MUNISERVICES LLC	1,003.93	HOTEL TAX AUDIT SERVICES
GABRIEL ROEDER SMITH & COMPANY	10,090.50	ACTUARIAL SERVICES FOR OTHER POST EMPLOYMENT BENEFIT REVIEW
MUNISERVICES LLC	352.00	SUTA FEES 2019 SALES TAX COLLECTION REVIEW SERVICES
FREESE AND NICHOLS, INC	7,000.00	UPDATE TRUCK TRAFFIC STUDY
HALFF ASSOCIATES, INC.	21,260.43	PARKS AND REC MASTER PLAN
<b>General Fund</b>	<b><u>134,390.63</u></b>	
CORE & MAIN LP	3,056.25	WATER METER SUPPLIES
<b>Utility Fund</b>	<b><u>3,056.25</u></b>	
TYLER TECHNOLOGIES INCODE DIVI	10,230.00	HAND HELD TICKET WRITERS
<b>Technology Fund</b>	<b><u>10,230.00</u></b>	
IDEMIA IDENTITY & SECURITY USA	18,103.00	FINGERPRINT SCANNER
HARRIS COUNTY TREASURER	955.60	WARRANTS ADDED/CLEARED
UP ART STUDIO LLC	5,200.00	TRAFFIC SIGNAL CONTROL CABINET MINI MURALS
<b>Grant Fund</b>	<b><u>24,258.60</u></b>	
<b>Total Encumbrances</b>	<b><u>171,935.48</u></b>	



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 2019</u>
Requested By: <u>Michael Dolby, Director</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:** Plan of Finance  
Ordinance 2019-3769

### SUMMARY

The Finance Department would like to issue refunding bonds on the 2010 Certificate of Obligation (for drainage improvements), which is callable on March 15, 2020. Refunding debt during the current market conditions will yield the City a significant amount of savings (approximately \$181,035.00 gross savings and present value savings of \$172,800.00). RBC Capital Markets, the City's financial advisors, performed an analysis of the City's outstanding debt to identify refinancing opportunities and determined a public market offering to be in the best interest of the City.

The bond market for refunding is time sensitive and interest rate sensitive, therefore, the Finance Department would like to utilize the best method available for selling the debt. Staff recommends that using the negotiated sales method, which allows entering the market during favorable conditions. The City has utilized this method in the past and it has provided favorable outcomes. Staff is recommending using Loop Capital as the underwriter.

The City's financial advisors and bond attorneys will be present at the meeting to answer any questions.

### RECOMMENDED MOTION

***I move the Council adopt Ordinance 2019-3768-9 authorizing and ordering the issuances, sale, and delivery of City of La Porte, Texas General Obligation Refunding Bonds, Series 2020.***

Approved for the City Council meeting agenda

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**Corby D. Alexander, City Manager**

---

**Date**

**ORDINANCE NO. 2019-3769**

**ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE, SALE AND DELIVERY OF CITY OF LA PORTE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020; DELEGATING TO AUTHORIZED REPRESENTATIVES THE AUTHORITY TO APPROVE THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; AND MAKING OTHER PROVISIONS REGARDING THE BONDS AND MATTERS INCIDENT THERETO**

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

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**ARTICLE I.  
FINDINGS AND DETERMINATIONS**

Section 1.1.: Findings and Determinations. The City Council hereby officially finds and determines that:

(a) The City of La Porte, Texas (the “City”), acting through its City Council, is authorized by its Home Rule Charter and the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended (the “Act”), to issue bonds for the purpose of refunding its outstanding obligations;

(b) The City, acting through its City Council, has heretofore issued and there remain outstanding the obligations described in Schedule 1 attached hereto (the “Refunding Candidates”);

(c) The City desires to refund all or a portion of the Refunding Candidates in advance of their maturities in order to achieve net present value debt service savings for the City;

(d) The City desires, pursuant to Section 1207.007 of the Act, to delegate to each of the Authorized Representatives named herein the authority to effect the sale of the Bonds, including the selection of the Refunding Candidates to be refunded (such selected Refunding Candidates to be known herein as the “Refunded Obligations”), within certain parameters herein described; and

(e) The City is authorized by the Act to accomplish such refunding by depositing directly with any place of payment for the Refunded Obligations or a trust company or commercial bank the proceeds from the sale of such refunding bonds, together with any other legally available funds, which shall be sufficient to provide for the payment of the Refunded Obligations on their date of redemption, and such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

(f) Upon the issuance of the refunding bonds herein and the deposit of moneys and investments herein authorized, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid from such moneys and investments, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased.

**ARTICLE II.**  
**DEFINITIONS AND INTERPRETATIONS**

Section 2.1.: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Chapter 1207, Texas Government Code, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Authorized Representatives” shall mean each of the Mayor, the City Manager, the Assistant City Manager and the Director of Finance of the City.

“Bond” or “Bonds” shall mean any or all of the City of La Porte, Texas, General Obligation Refunding Bonds, Series 2020, authorized by this Ordinance.

“City” shall mean the City of La Porte, Texas, and, where appropriate, its City Council.

“City Council” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“DTC” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Debt Service Fund” shall mean the General Obligation Refunding Bonds, Series 2020, Debt Service Fund established by the City and described in section 5.2 of this Ordinance.

“Escrow Agent” shall mean the place of payment for the Refunded Obligations or trust company or commercial bank identified in the Escrow Agreement, and its successors in such capacity.

“Escrow Agreement” shall mean an agreement between the City and the Escrow Agent relating to the deposit of funds to pay the Refunded Obligations.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Bond, shall mean September 15, 2020, and each March 15 and September 15 thereafter until maturity or earlier redemption of such Bond, unless otherwise provided in the Officers’ Pricing Certificate.

“Issuance Date” shall mean the date of initial delivery of the Bonds to the Underwriters in exchange for payment of the purchase price therefor.

“Officers’ Pricing Certificate” shall mean a certificate signed by the Authorized Representatives and containing the information regarding the Bonds specified in Sections 3, 4 and 5 hereof and substantially in the form of Exhibit A hereto.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

“Outstanding,” when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Bonds canceled by or on behalf of the City at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Bonds in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 6.1 of this Ordinance and its successors in the capacities of paying agent and registrar for the Bonds.

“Record Date” shall mean the close of business on the last business day of the calendar month immediately preceding the applicable Interest Payment Date.

“Refunded Obligations” shall mean those obligations described as such in the Officers’ Pricing Certificate.

“Register” shall mean the registration books for the Bonds kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Bonds.

“Registered Owner” shall mean the person or entity in whose name any Bond is registered in the Register.

“Underwriters” shall mean the purchaser or purchasers of the Bonds identified in the Officer’s Pricing Certificate.

Section 2.2.: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

**ARTICLE III.**  
**TERMS OF THE BONDS**

Section 3.1.: Amount, Purpose and Authorization. (a) The Bonds shall be issued in fully registered form, without coupons, under and pursuant to the authority of the City's Home Rule Charter and the Act in the total authorized aggregate principal amount not to exceed TWO MILLION NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,925,000) for the purpose of refunding the Refunded Obligations. Proceeds of the Bonds also will be used to pay the costs of issuing of the Bonds and refunding the Refunded Obligations.

(b) It is hereby found and determined that the refunding of the Refunded Obligations and the issuance of the Bonds will benefit the City by reducing net present value debt service, and that such benefit is sufficient consideration for the issuance of the Bonds.

Section 3.2.: Designation and Date. The Bonds shall be designated as the "City of La Porte, Texas, General Obligation Refunding Bonds, Series 2020," shall be dated February 1, 2020, and shall bear interest from the Issuance Date, unless otherwise provided in the Officers' Pricing Certificate.

Section 3.3.: Numbers, Denomination, Interest Rates and Maturities. Unless otherwise provided in the Officers' Pricing Certificate, the Bonds shall initially be issued bearing the numbers and shall mature on the dates, in the principal amounts and bearing interest at the rates set forth in the Officers' Pricing Certificate, and may be transferred and exchanged as set out in this Ordinance. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 3.4.: Sale and Delivery of Bonds. As authorized by Section 1207.007 of the Act, the Authorized Representatives are hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance including, without limitation, determining the date on and price at which the Bonds will be sold, the Issuance Date and dated date, the dates on which the Bonds will mature, the aggregate principal amount of the Bonds, the principal amount to mature on each maturity date, the rate of interest to be borne by each such maturity, any optional and mandatory sinking fund redemption provisions, the aggregate principal amount of Refunded Obligations and the particular Refunding Candidates to be Refunded Bonds, and all other matters not expressly provided in this Ordinance relating to the issuance, sale and delivery of the Bonds, including the refunding of the Refunded Obligations, all of which shall be specified in the Officers' Pricing Certificate, substantially in the form attached hereto as Exhibit A; provided that:

(a) the net effective interest rate on the Bonds shall not exceed 3.00%;

(b) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3.1 hereof, plus any net premium from the sale of the Bonds, must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Obligations and the estimated costs of issuance of the Bonds, including underwriters' discount;

(c) the net present value savings to the City in debt service resulting from the issuance of the Bonds shall be at least 3.00% of the principal amount of the Refunded Obligations, as shown by a table of calculations prepared by the City's financial advisor and attached to the Officers' Pricing Certificate; and

(d) the maximum maturity of the Bonds shall not exceed March 15, 2026.

Any finding by the Authorized Representatives relating to the sale and delivery of the Bonds and the designation of Refunded Obligations shall have the same force and effect as a finding or determination made by the Council. The authority conferred by this Section shall expire at 11:59 p.m. on June 8, 2020.

Section 3.5.: Redemption Prior to Maturity.

(a) The Bonds shall be subject to optional redemption prior to maturity as provided in the Officers' Pricing Certificate.

(b) The Bonds shall be subject to mandatory sinking fund redemption as provided in the Officers' Pricing Certificate.

(c) Bonds may be redeemed in part only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, each Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon presentation and surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(d) Notice of any redemption, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

Section 3.6.: Manner of Payment, Characteristics, Execution and Authentication. The Bonds shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the Form of Bond set forth in Attachment A to Exhibit A hereto. If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of the Bonds or before the delivery of the Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Hunton Andrews Kurth LLP, Houston, Texas, Bond Counsel, may be printed on the back of the Bonds over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Bonds, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Bonds.

Section 3.7.: Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City.

Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 3.8.: Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Article IV of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.9.: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.10.: Registration, Transfer and Exchange. So long as any Bond remains Outstanding, the Paying Agent/Registrar shall keep the Register at its corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. To the extent possible, upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented and surrendered.

All Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds, maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

All Bonds issued in transfer or exchange shall be delivered to the Registered Owners thereof at the office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange

of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Bond called for redemption in part.

Section 3.11.: Book-Entry Only System. The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Bondholder as shown in the Register, of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

Except as provided in Section 3.10 of this Ordinance, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 3.12.: Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

Section 3.13.: Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.14.: Replacement Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Bond is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Bond of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.15.: Cancellation. All Bonds paid or redeemed in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Bonds.

#### **ARTICLE IV. FORM OF BONDS**

The Bonds, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar's Authentication Certificate, and Form of Assignment shall be in substantially the form attached hereto as Attachment A to Exhibit A, with such omissions, insertions and variations as may be necessary or desirable, and not prohibited by this ordinance.

#### **ARTICLE V. SECURITY FOR THE BONDS**

Section 5.1.: Pledge and Levy of Taxes.

(a) To provide for the payment of principal of and interest on the Bonds, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Bonds or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Bonds and to create and provide a sinking fund of not less than 2% of the principal amount of the Bonds or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Bonds by deposit to the Debt Service Fund and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Bonds, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax.

Section 5.2.: Debt Service Fund. The General Obligation Refunding Bonds, Series 2020, Debt Service Fund (the "Debt Service Fund") is hereby created as a special fund solely for the benefit of the Bonds. The City shall establish and maintain such fund at an official City depository. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Bonds. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Bonds.

Section 5.3.: Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Bonds to be initially issued and all pertinent records and proceedings to the

Attorney General for examination and approval. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Bonds to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Bonds to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

**ARTICLE VI.**  
**CONCERNING THE PAYING AGENT/REGISTRAR**

Section 6.1.: Acceptance. The Paying Agent/Registrar hereby appointed as the initial paying agent and registrar for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form presented to City Council with this Ordinance, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 6.2.: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Bonds under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance.

Section 6.3.: Bonds Presented. Subject to the provisions of Section 6.4, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Bonds shall be canceled as provided herein.

Section 6.4.: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with this Section.

Section 6.5.: Paying Agent/Registrar May Own Bonds. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent/Registrar.

Section 6.6.: Successor Paying Agents/Registrars. The City covenants that at all times while any Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The City reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

**ARTICLE VII.**  
**PROVISIONS CONCERNING SALE AND**  
**APPLICATION OF PROCEEDS OF BONDS**

Section 7.1.: Sale of Bonds. The Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Officers' Pricing Certificate and in accordance with the terms of a Bond Purchase Agreement. Upon completion of the terms of the Officers' Pricing Certificate, the Authorized Representatives are hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the City, and the Authorized Representatives and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

Section 7.2.: Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Bond initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 7.3.: Offering Documents; Ratings. The City hereby authorizes the preparation of a Preliminary Official Statement and final Official Statement, in substantially the form of the Preliminary Official Statement, with such modifications as shall be necessary to describe the final terms of the Bonds, dated as of the sale date, relating to the Bonds, and any addenda, supplement or amendment thereto, and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the reoffering of the Bonds by the Underwriters, with such changes therein or additions thereto as the officials executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Mayor is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. The Authorized Representatives are hereby authorized to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission at such time as such document omits no more than the information permitted by Subsection (b)(1) of Rule 15c2-12.

Section 7.4.: Application of Proceeds of Bonds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

(a) A portion of the proceeds shall be applied to pay expenses arising in connection with the issuance of the Bonds and the refunding of the Refunded Obligations;

(b) A portion of the proceeds shall be used to refund the Refunded Obligations; and

(c) any remaining proceeds shall be transferred to the Debt Service Fund.

Section 7.5.:Covenants to Maintain Tax Exemption.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issue Date.

“Computation Date” has the meaning stated in section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in section 1.148-1(b) of the Regulations.

“Issue Date” for the Bonds or other obligations of the City is the respective date on which such obligations of the City are first delivered against payment therefor.

“Nonpurpose Investment” has the meaning stated in section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Series 2020 Bonds issued pursuant to sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to sections 141 through 150 of the Code and applicable to the Bonds.

“Yield of”

(1) any Investment shall be computed in accordance with section 1.148-5 of the Regulations, and

(2) the Bonds shall be computed in accordance with section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bonds to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless

and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times prior to the last stated maturity of the Bonds,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed or refinanced with Gross Proceeds of the Refunded Bonds) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed or refinanced with Gross Proceeds of the Refunded Bonds) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed or refinanced with Gross Proceeds of the Refunded Bonds) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Bonds, directly or indirectly invest Gross Proceeds of such Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by section 149I of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, the City shall:

(1) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(2) calculate the Rebate Amount with respect to the Bonds, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(3) as additional consideration for the purchase of the Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings thereunder, and

(4) exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and, if such error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds, not been relevant to either party.

(j) Not Hedge Bonds. The City did not invest more than 50 percent of the Proceeds of the original bonds refunded by the Bonds in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of each series of the original bonds refunded by the Bonds, the City reasonably expected that at least 85 percent of the spendable proceeds of such bonds would be used to carry out the governmental purpose of such bonds within three years after the respective Issue Date of such bonds.

Section 7.6.: Qualified Tax-Exempt Obligations. The Bonds are hereby designated or deemed designated as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2020, including the Bonds, which have been designated as "qualified tax-exempt obligations" under section 265(b)(3)(D) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations that will be issued by the City during calendar year 2020 (other than obligations not taken

into account under section 265(b)(C)(ii)) will not exceed \$10,000,000. For purposes of this Section, the term “tax-exempt obligation” does not include “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.

Section 7.7.: Defeasance of Refunded Obligations. The discharge and defeasance of the Refunded Obligations may be effectuated pursuant to the terms and provisions of an Escrow Agreement, a deposit agreement or a similar agreement, a letter of instructions or any other instrument relating to the safekeeping, investment, administration and disposition of moneys deposited to effect the defeasance of the Refunded Obligations in such form and subject to such terms and conditions as the Pricing Officer determines may be necessary or convenient to carry out the intent and purpose of this Order. The Mayor is hereby authorized to execute and deliver such instrument on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City’s seal.

Section 7.8.: Redemption Prior to Maturity of Refunded Obligations. To minimize the City’s costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Officers’ Pricing Certificate, and the Authorized Representatives are hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption and/or a notice of defeasance to the holders or paying agent/ registrars, as appropriate, of such obligations, and, if required, to publish such notices, all in the manner required by the documents authorizing the issuance of such Refunded Obligations.

Section 7.9.: Purchase of Securities. The Authorized Representatives and the Escrow Agent are hereby authorized (a) to subscribe for, agree to purchase, and purchase securities that are permitted investments for a defeasance escrow established to defease the Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to direct and provide for such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 7.10.: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City’s obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

## **ARTICLE VIII.**

### **CONTINUING DISCLOSURE UNDERTAKING**

Section 8.1.: Definitions. As used in this Article, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal

securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 8.2.: Annual Reports. The City shall provide annually to the MSRB in an electronic format prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.3 of this Ordinance, being the financial information and operating data described in the Officers’ Pricing Certificate. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Appendix B to the Official Statement and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 8.3.: Certain Event Notices. The City shall notify the MSRB, in a timely manner not to exceed ten (10) business days, of any of the following events with respect to the Bonds or the City:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (g) Modifications to rights of holders of the Bonds, if material;
- (h) Bond calls, if material, and tender offers;
- (i) Defeasances;
- (j) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the City;

(m) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(n) Appointment of a successor or additional Paying Agent/Registrar or the change of name of Paying Agent/Registrar, if material;

(o) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) in clause (l) above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving Council and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (o) and (p) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 8.2 of this Ordinance by the time required by such Section.

Section 8.4: Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the

notice required by Section 8.2 of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Article are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holder and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 8.2 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Article in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

**ARTICLE IX.**  
**MISCELLANEOUS**

**Section 9.1.: Defeasance.** The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the Comptroller either:

(a) cash in an amount equal to the principal amount of such Bonds plus interest thereon to the date of maturity or redemption; or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Bonds shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

**Section 9.2.: Application of Chapter 1208, Government Code.** Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the City under Section 5.1 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 5.1 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 9.3.: Ordinance a Contract – Amendments.** This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Bond then Outstanding, amend, add to,

or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 9.4.: Legal Holidays. In any case where the date interest accrues and becomes payable on the Bonds or principal of the Bonds matures or the date fixed for redemption of any Bonds or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 9.5.: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 9.6.: Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance and in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, and in the opinion of Bond Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the City Council.

Section 9.7.: Further Proceedings. The Mayor, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 9.8.: Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9.9.: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall 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 9.10.: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9.11.: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

**PASSED AND ADOPTED this December 9, 2019.**

CITY OF LA PORTE, TEXAS

\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

APPROVE AS TO FORM:

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Clark T. Askins, Assistant City Attorney

(SEAL)

Schedules and Exhibits:

Schedule 1 — Schedule of Refunding Candidates

Exhibit A — Form of Officers' Pricing Certificate

**SCHEDULE 1**

**SCHEDULE OF REFUNDING CANDIDATES**

City of La Porte, Texas, Certificates of Obligation, Series 2010

**EXHIBIT A**

**FORM OF OFFICERS' PRICING CERTIFICATE**

CITY OF LA PORTE, TEXAS,  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020

THIS OFFICERS' PRICING CERTIFICATE is executed as of \_\_\_\_\_, 2020, by the [Mayor/City Manager/Assistant City Manager/Director of Finance] of the City of La Porte, Texas (the "City"), pursuant to the authorization contained in an ordinance of the City Council, acting as the governing body of the City, adopted on December 9, 2019 (the "Ordinance"), authorizing the issuance of the captioned series of bonds and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Officers' Pricing Certificate shall have the meanings assigned to them in the Ordinance.

1. Principal Amount, Maturity Amount, Numbers, Interest Rates and Maturities. The Bonds shall be dated \_\_\_\_\_, 2020, and shall bear interest from the [Dated/Issuance Date]. The Bonds shall be issued in the total authorized principal amount of \$\_\_\_\_\_ [consisting of \$\_\_\_\_\_ issued as serial bonds and \$\_\_\_\_\_ issued as term bonds (the "Term Bonds")].

The Bonds shall mature on March 15 in each of the years and in the amounts set out in the following schedule:

<u>Bond Number</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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2. Redemption.

(a) Optional. The Bonds maturing on and after March 15, 20\_\_\_\_, are subject to optional redemption, in whole or, from time to time, in part on any date on or after March 15, 20\_\_\_\_, at a redemption price of par plus accrued interest.

(b) Mandatory. The Bonds maturing in the year \_\_\_\_\_ will be issued as term bonds and shall be subject to the following mandatory redemption requirements:

TERM BONDS MATURING MARCH 15, \_\_\_\_\_

Mandatory Redemption Date (March 15)	Principal Amount	Redemption Price
		100%
		100
		100
		100

To the extent that such Term Bonds have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Bonds so redeemed or purchased.

In lieu of mandatorily redeeming the Term Bonds, the City reserves the right to purchase for cancellation Term Bonds of the same maturity at a price no greater than the applicable redemption price of such Term Bonds.

The Paying Agent/Registrar will select by lot the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Bonds having the same maturity which have been purchased or redeemed by the City as follows, at least 45 days prior to the mandatory redemption date:

- (i) if the City directs the Paying Agent to purchase Bonds with money in the debt service fund for the Bonds (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Bonds purchased will be made against the next mandatory redemption installment due, or
- (ii) if the City purchases or redeems Bonds with other available moneys, then the principal amount of such Bonds will be credited against future mandatory redemption installments in any order, and in any annual amount, that the City may direct.

3. Purchase Price. The sale of the Bonds is authorized pursuant to the form of Bond Purchase Agreement approved in the Ordinance at the following price:

PRINCIPAL AMOUNT \$ \_\_\_\_\_  
 [Plus/Less] Original Issue [Premium/Discount] \_\_\_\_\_  
 Less Underwriters' Discount \_\_\_\_\_  
 PURCHASE PRICE \$ \_\_\_\_\_

It is hereby found and declared that the sale of the Bonds pursuant to the Bond Purchase Agreement at such price is on the best terms and at the best prices reasonably obtainable by the City.

5. Escrow Agreement and Deposit. The Escrow Agreement between the City and \_\_\_\_\_, as Escrow Agent, is hereby approved. Pursuant to Sections 7.6 and

7.8 of the Ordinance, \$\_\_\_\_\_ from the proceeds of the Bonds shall be deposited into the Escrow Fund created pursuant to the Escrow Agreement and applied to purchase the escrowed securities.

6. Form of Bond. Pursuant to Article IV of the Ordinance, the Form of Bond as set forth in Attachment A hereto is hereby approved and supersedes the Form of Bond set forth in the Ordinance.

7. The Refunded Obligations shall be those bonds identified in Attachment B hereto.

8. Pursuant to Section 8.2 of the Ordinance, the City shall provide annually to the MSRB, (A) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the financial information and operating data described in the Official Statement in Appendix A (Tables \_\_), and (B) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available.

9. Pursuant to Section 3.4 of the Ordinance, we hereby further find and determine that:

a. The net effective interest rate on the Bonds does not exceed 4.00%;

b. The aggregate principal amount of the Bonds does not exceed the maximum amount authorized in Section 3.1 of the Ordinance and, when added to any net premium, is equal to an amount sufficient to provide for the costs and expenses of refunding the Refunded Obligations and the estimated costs of issuance of the Bonds, including underwriters' discount.

c. The net present value savings to the City is at least 4.00% of the principal amount of the Refunded Obligations, as shown on Attachment C hereto; and

d. The final maturity date of the Bonds does not exceed March 15, 2026.

10. The undersigned hereby find, determine and declare, that in accordance with the requirements of the Ordinance, this Officers' Pricing Certificate complies with and satisfies the terms and provisions of the Ordinance in accordance with the delegation contained therein.

WITNESS MY HAND this \_\_\_\_\_, 2020.

\_\_\_\_\_  
[Mayor/City Manager/Assistant City Manager/Director of Finance]  
City or La Porte, Texas



\_\_\_\_\_, 20\_\_<sup>4</sup>, and each March 15 and September 15 thereafter until maturity or earlier redemption of this Bond, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last business day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity or earlier redemption shall be paid upon presentation and surrender of this Bond at the office of the Paying Agent/Registrar.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS (the "Bonds") in the aggregate principal amount of \$\_\_\_\_\_<sup>4</sup> issued pursuant to an ordinance adopted by the City Council of the City on December 9, 2019 (the "Ordinance"), for the purpose of refunding certain outstanding obligations of the City (the "Refunded Obligations"), under and pursuant to the authority of Chapter 1207, Texas Government Code, as amended, and the City's Home Rule Charter. Proceeds of the Bonds will also be used to pay costs of issuing the Bonds and refunding the Refunded Obligations.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.<sup>5</sup>

THE CITY RESERVES THE RIGHT, at its option, to redeem, prior to their maturity, Bonds maturing on and after March 15, 20\_\_<sup>4</sup>, in whole or in part, on March 15, 20\_\_<sup>4</sup>, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

THE BONDS maturing on March 15, 20\_\_<sup>4</sup> (the "Term Bonds") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

<u>Mandatory Redemption Dates</u>	<u>Principal Amounts</u>
-----------------------------------	--------------------------

Term Bonds Maturing March 15, 20__ <sup>4</sup>	
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THE PARTICULAR TERM BONDS to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before February 1 of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before February 1 of such year and which have not been made the basis for a previous reduction.

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twelve 30-day months, from the later of the Issuance Date identified above or the most recent interest payment date to which interest has been paid or duly provided for.

<sup>4</sup> To be completed in accordance with the Officers' Pricing Certificate.

<sup>5</sup> In the initial Bond, this paragraph shall read:

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon

BONDS MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, each Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS BOND IS EXCHANGEABLE at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Bond called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Bond called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Bond. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Bond by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes

due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Bonds assent by acceptance of the Bonds.

\* \* \* \*

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Bond to be signed by the Mayor and countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF LA PORTE, TEXAS

\_\_\_\_\_  
Louis R. Rigby, Mayor

(SEAL)

COUNTERSIGNED:

\_\_\_\_\_  
Lee Woodward, City Secretary

\* \* \* \*

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Bonds initially delivered:

OFFICE OF THE COMPTROLLER           §  
OF PUBLIC ACCOUNTS                   §     REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS                   §

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_

(SEAL)

Comptroller of Public Accounts  
of the State of Texas

\* \* \* \*

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Bonds other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds described in and delivered pursuant to the within-mentioned Ordinance; and, except for the Bonds initially delivered, this Bond has been issued in exchange for or replacement of a Bond, Bonds, or a portion of a Bond or Bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[\_\_\_\_\_],  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date of Authentication: \_\_\_\_\_

\* \* \* \*

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Bonds:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

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(Please print or type name, address, and zip code of Transferee)

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(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

\_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

\_\_\_\_\_  
name of the Registered

Registered Owner

NOTICE: The signature above must correspond to the Owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\* \* \* \*

ATTACHMENT B TO OFFICERS' PRICING CERTIFICATE  
DESCRIPTION OF REFUNDED OBLIGATIONS

ATTACHMENT C TO OFFICERS' PRICING CERTIFICATE  
PRESENT VALUE SAVINGS CALCULATION



**Robert V. Henderson**  
*Managing Director,*  
 Phone: (210) 805-1118  
 Facsimile: (210) 805-1119  
 robert.henderson@rbccm.com

## ***CITY OF LA PORTE, TEXAS***

### ***PRELIMINARY PLAN OF FINANCE***

***DATED: NOVEMBER 15, 2019***

***INTRODUCTION:***

As the City’s Financial Advisor, RBC Capital Markets has updated its analysis of the City’s outstanding debt to identify refunding opportunities, given current interest rate market conditions. There is such an opportunity. The purpose of this report is to provide the background and analysis of that opportunity.

***FINANCIAL BACKGROUND:***

The City of La Porte currently has seven ad valorem property tax secured debt obligations outstanding:

<u>Issue:</u>	<u>Original Amount:</u>	<u>Currently Outstanding:</u>	<u>Final Maturity:</u>
Certificates of Obligation, Series 2010	\$6,265,000	\$ 3,350,000	3/15/2026
General Obligation Ref. Bonds, Series 2010	4,295,000	325,000	3/15/2020
General Obligation Ref. Bonds, Series 2012	9,435,000	7,840,000	3/15/2025
General Obligation Ref. Bonds, Series 2014	9,300,000	5,795,000	3/15/2025
Certificates of Obligation, Series 2015	7,770,000	6,345,000	3/15/2030
General Obligation Ref. Bonds, Series 2016	3,165,000	2,465,000	3/15/2029
Certificates of Obligation, Series 2017	10,635,000	<u>9,710,000</u>	3/15/2037
		<u>\$35,830,000</u>	

Three important notes about this debt. First, it is very modest; with a City tax base of \$3.5 billion, and over ½ of this debt being serviced by enterprise funds, the net debt to tax base ratio is less than 0.4%. Second, the debt is very short in duration; almost 70% pays off in just over 6 years; over 88.5% of it pays off in just over 10 years (rating agencies look for 50% in 10 years). Third, due to aggressive debt management, the maximum interest rate the City is paying on any portion of the debt is 4% and in ten years, the only debt outstanding will be paying interest rates between 1.52% and 1.82%. The City has no revenue bonds or contract revenue bonds outstanding.

***REFUNDING ANALYSIS:***

The Tax Reform Act of 2017 eliminated the ability to “advance refund” debt; advance meaning substantially in advance of the debt issue’s established call date, the date on which the debt can be prepaid. So, the first criteria examined is whether the debt will become callable in the intermediate future. Of the above debt; the Series 2010 Certificates of Obligation includes \$2,925,000 in maturities that become “callable” on March 15, 2020. This debt bears interest at rates ranging from 3.625% to 4.0%. Our refunding analysis, attached, estimates this debt can be refunded at an interest rate of approximately 2.25%, producing gross dollar and net present value savings of approximately \$181,034.65 and \$172,800 respectively, or 5.90% of the refunded amount. Because of subsequent lowering of interest rates, this represents an increase in savings of approximately \$55,000 over what was estimated in September of this year. The industry rule of thumb for savings is generally considered to be 3%.

### ***SELLING THE REFUNDING DEBT:***

If the City elects to move forward with a refunding of the Series 2010 COs, there are three generally prescribed methods for selling public debt; Selling by competitive bid, selling on a negotiated sale basis and conducting a private placement. The first two methods involve sales to the general public, obtaining bond ratings, preparing offering documents and involving underwriters. The private placement method entails presenting the debt to a number of commercial banks (both locally and on a regional basis) and requesting bids. We would then present the City with a bond purchase agreement between the winning bidder and the City reflecting those terms. Given the refunding nature of the issue, which is timing and interest rate sensitive, we recommend the debt be sold on a negotiated sale basis. Given the modest size of the issue, it is our recommendation that the City utilize a single underwriting firm for maximum focus on distribution. The primary underwriting firm the City has historically used has been sold and is largely being staffed by people unfamiliar with the City. City Administration has been impressed with another firm who has actively covered the City, Loop Capital, and has indicated a desire to utilize Loop Capital as the sole underwriter. We concur with that recommendation.

Refunding Bonds do not require any special notices or public hearings. There are two methods for handling council approval. The first, more traditional method, is that the Council approves a plan of finance and authorizes the Director of Finance, working with the Financial Advisor, to proceed with rating presentations, document preparation and set a predetermined date to sell the bonds and bring to the Council an ordinance complete with interest rates for Council approval. The second method, the “parameters” resolution method, has become popular in the past 7-8 years. In this method, an ordinance authorizing the issuance of the debt is presented to council that does not set out the final interest rates of the issue but instead delegates the authority to negotiate such final terms to one or more City officials; typically the City Manager and/or the Director of Finance, SO LONG AS CERTAIN PARAMETERS APPROVED BY THE COUNCIL ARE MET. The parameters set out in the ordinance include a maximum amount of debt to be issued, the maximum level of interest rates that can be approved, a maximum maturity of the debt and a minimum level of savings that must be achieved and puts a time limit on the authorization. In this manner, City administration has the latitude to monitor the market as preparations are made and to choose the market conditions in which to enter rather than being forced to accept whatever market conditions exist at the time of a predetermined sale date. Given the flexibility of timing considerations and that the City has used the parameters sale method in the past with success, is our recommendation to use that method.

### ***TIMING:***

As the COs become callable on March 15, 2020 and the City must give at least 30 days’ notice to exercise its call option, it would be desirable to close the issue by February 15<sup>th</sup>. To close by that date, the City would need to consider a parameters resolution at its December 9<sup>th</sup> regular council meeting.

### ***SUMMARY:***

The City of La Porte has developed a strong history of actively monitoring and managing its debt portfolio to lock in substantial savings as opportunities arise. As always, we cannot be sure of final savings until the debt is rated and sold. However, based on these estimates, RBC Capital Markets recommends moving forward with this proposed refunding.



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 9, 2019  
Requested By: Grady Parker, IT Manager  
Department: IT  
 Report    Resolution    Ordinance

Appropriation	
Source of Funds:	<u>IT</u>
Account Number:	<u>023-9904-580.8023</u>
Amount Budgeted:	<u>\$200,000</u>
Amount Requested:	<u>\$174,287.93</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Nimble Expansion - Quote

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### SUMMARY

The City of La Porte houses and manages an internal records and data storage system that the purchased in 2016. The City's current storage capacity is 36TB (Terabytes). In the last three years, as all departments were strongly encouraged to digitize all their records, 75% (27TB) of the storage capacity has been used. Keeping up with the current trend, the IT Department sees the need to increase the internal storage capacity to meet all the current compliance regulations (HIPPA, CJIS, Public Information Act).

With the incorporation of the approved EMS body worn cameras and migrating the remaining physical servers into the virtual environment, the IT Department is estimating to be out of usable space before the end of the fiscal year. By increasing the current storage system capacity from 36TB to 126TB (a 250% increase), the Department expects it will be able to maintain the current storage retention policy, as well as accommodate for data growth over the next eight years.

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### RECOMMENDED MOTION

***I move to approve the purchase of Nimble storage expansion under DIR contract 176-025-1479-000.***

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Approved for the City Council meeting agenda

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**Corby D. Alexander, City Manager**

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**Date**



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

t. (713)881-5300 [www.datavox.net](http://www.datavox.net)

Quote # DVXQ13954-06

Date Nov 12, 2019

Expiration 30 Days

**Prepared for:**

**City of La Porte**  
Robistow

604 West Fairway  
Parkway La Porte, TX  
77571  
USA

James Janoch  
Email [janochj@laportetx.gov](mailto:janochj@laportetx.gov)  
requested. Phone 281-471-5020 x5034

**Customer ID #**

**Project #**

**Ship to Information:**

**City of La Porte**

604 West Fairway Parkway  
La Porte, TX 77571  
USA

attn: James Janoch  
**Here is the quote you**

**DataVox Contact:**

Account Manager: Michael

Phone 7138817057

Email [michaelr@datavox.net](mailto:michaelr@datavox.net)

Prepared by: Kyle  
Sandoval Phone  
7138817037  
Email [kyles@datavox.net](mailto:kyles@datavox.net)



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

**Proposal**

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Pri
<b>HPE SF100 Shelf Addition, 2 Shelves 84TB and 42TB , total of 126TB Raw, est. 75.6 Usable</b>						
Q8B45A	HPE NS SF-ES2 84TB HDD 5.7TB Cache Shelf	DIR-TSO-4160		1	\$47,500.00	\$47,500.00

Q8F97A	HPE NS C13/C14 PDU Base Array Power Cord	DIR-TSO-4160	2	\$0.01	\$0.02
Q8F97A 0D1	HPE NS C13/C14 PDU Base Array Power Cord Factory integrated	DIR-TSO-4160	2	\$0.00	\$0.00
Q8B44A	HPE NS SF-ES2 42TB HDD 2.8TB Cache Shelf	DIR-TSO-4160	1	\$35,000.00	\$35,000.00
Q8F97A	HPE NS C13/C14 PDU Base Array Power Cord	DIR-TSO-4160	2	\$0.01	\$0.02
Q8F97A 0D1	HPE NS C13/C14 PDU Base Array Power Cord Factory integrated	DIR-TSO-4160	2	\$0.00	\$0.00

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Price
Q8D00A	HPE NS CS/SF Hybrid 5.76TB Cache Upgr	DIR-TSO-4160		1	\$20,000.00	\$20,000.00
HT7A1A3	HPE NS 3Y FC NBD Parts Exchange Support	DIR-TSO-4160		1	\$0.00	\$0.00
HT7A1A3 X5H	HPE NS 3Y FC NBD Parts Exchange Support	DIR-TSO-4160		1	\$5,803.52	\$5,803.52
HT7A1A3 X5D	HPE NS 3Y FC NBD Parts Exchange Support	DIR-TSO-4160		1	\$4,287.59	\$4,287.59
					<b>SubTotal</b>	<b>\$114,725.36</b>
Q8H72A	HPE NS HF20 Hybrid CTO Base Array	DIR-TSO-4160		1	\$19,500.00	\$19,500.00
Q8B69B	HPE NS HF20/20C Hybrid 42TB FIO HDD Bndl	DIR-TSO-4160		1	\$17,500.00	\$17,500.00
Q8B88B	HPE NS 2x10GbE 2p FIO Adptr Kit	DIR-TSO-4160		1	\$3,250.00	\$3,250.00
Q8G27B	HPE NS NOS Default FIO Software	DIR-TSO-4160		1	\$0.01	\$0.01
Q8J29A	HPE NS HF20 R2 2.88TB FIO Cache Bndl	DIR-TSO-4160		1	\$10,800.00	\$10,800.00
R0P83A	HPE NS NEMA 5-15P to C19 FIO US Pwr Cord	DIR-TSO-4160		2	\$0.01	\$0.02
R3P91A	HPE NS AF/HF Array Standard Trk	DIR-TSO-4160		1	\$0.01	\$0.01
HT6Z0A3	HPE NS 3Y 4H Parts Exchange Support	DIR-TSO-4160		1	\$0.00	\$0.00
HT6Z0A3#ZEE	HPE NS HF20/20C Hybr 42TB HDD Bndl Supp	DIR-TSO-4160		1	\$2,327.37	\$2,327.37
HT6Z0A3#ZEE6	HPE NS HF20 2.88TB Cache Supp	DIR-TSO-4160		1	\$1,415.88	\$1,415.88
HT6Z0A3#ZEB	HPE NS HF20 Hybrid Base Array Supp	DIR-TSO-4160		1	\$4,010.97	\$4,010.97
HT6Z0A3#ZET	HPE NS 2x10GbE 2p Adptr Supp	DIR-TSO-4160		1	\$758.31	\$758.31
					<b>SubTotal</b>	<b>\$59,562.57</b>
		DIR-TSO-4160		1	\$0.00	\$0.00
					<b>SubTotal</b>	\$174,287.93
					<b>Tax</b>	\$0.00
					<b>Total</b>	<b>\$174,287.93</b>

## Purchase Options

Terms Purchase (purchase amount \$174,287.93)

## Purchase Notes

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



Quote # DVXQ13954-06

## **City of La Porte Proposal SOW**

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### **Terms and Conditions**

The Texas Department of Information Resources (DIR) terms and conditions shall govern the execution of the DataVox contract with the Customer. To view a copy of the *DIR Standard Terms and Conditions for Product and Related Services Contracts*, refer to the DataVox corporate Website DIR page.

<https://www.datavox.net/texas-dir/>

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## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 2019</u>
Requested By: <u>Ray Mayo, 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>003 / 033 / 015</u>
	003-7071-531-1100
	033-7071-531-1100
	015-7071-531-1100
Account Number:	<u>033-7071-531-9150</u>
	\$30,000
	\$702,838
	\$150,000
	\$50,000
Amount Budgeted:	<u>Total \$932,838</u>
Amount Requested:	<u>\$930,100</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Bid tab  
 Engineer's Construction Estimate  
 Engineer's Recommendation & Bidder's  
 Acknowledgement  
 Tandem Services Bid

### SUMMARY

Sealed Bid #20001 for the Sylvan and Jefferson Paving and Rehabilitation Project was opened and read on October 17, 2019. The bid was advertised in the Bay Area Observer on September 26 and October 3, 2019. Three (3) bidders responded (*see bid tabulation*).

The project consists of base bid items providing for the rehabilitation of Sylvan Street and Jefferson Street, and required utility modifications, for a total cost of \$744,265.00. Twenty-four (24) additional bid items were included on the bid form to provide costs for potential supplemental items and to allow the replacement of approximately 670 feet of 6-inch waterline and appurtenances. The total bid cost of all the additive bid items is \$235,485.00 (These items are intended to be utilized only as needed and the bidder has acknowledged that not all of them will be used during the course of the project. Staff estimates the total of items to be utilized at \$135,835.00.)

Staff's recommendation is to award Sealed Bid #20001 Sylvan and Jefferson Paving and Rehabilitation Project to Tandem Services, LLC, for the base bid amount of \$744,265.00 and additive bid items for \$135,835.00, for a total of \$880,100.00. Staff requests approval for a \$50,000 contingency to be utilized from the CIP/Street contingency funds. Total authorization for Sylvan & Jefferson Paving and Rehabilitation will be \$930,100.00.

RECOMMENDED MOTION

*I move to award Bid #20001 for the Sylvan and Jefferson Paving and Rehabilitation Project to Tandem Services, LLC and authorize the City Manager to enter into a construction contract for base bid items at \$744,265 and use of additive bid items totaling \$135,835.00, and approval of construction contingency of \$50,000, for a total authorization of \$930,100.00.*

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Approved for the City Council meeting agenda

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date

**E170-0170 COST ESTIMATE**

<b>ITEM NO.</b>	<b>SPEC NO.</b>	<b>DESCRIPTION</b>	<b>APPROX. QTY.</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
<b>JEFFERSON STREET BASE ITEMS</b>						
1	2230	Existing Asphalt and Concrete Roadway and Driveway Excavation, to Finished Grade, including Base Material, Complete in Place	2,990	SY	\$15.00	\$44,850.00
2	2102	Clearing and Grubbing Existing Earth and Foliage for Road, Complete in Place	2,623	SY	\$5.00	\$13,115.00
3	2245	Lime for 6-Inch Stabilized Sub-Grade (10% by Dry weight), Complete in Place	120	TON	\$175.00	\$21,000.00
4	2242	6-Inch Stabilized Sub-Grade (Manipulation), Complete in Place	4,720	SY	\$5.00	\$23,600.00
5	2515	6-Inch Reinforced Concrete Pavement (Minimum 5.5 Sacks per Cubic Yard), Complete in Place	4,310	SY	\$48.00	\$206,880.00
6	2256	4-Inch by 12-Inch Transition Curb, Per Detail, Complete in Place	1,650	LF	\$8.00	\$13,200.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
7	2513	Asphalt Surface Transition, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	25	SY	\$50.00	\$1,250.00
8	3310	4 and 1/2-Inch Thick Concrete Sidewalk and Base Per Detail, Complete in Place	10	SY	\$45.00	\$450.00
9	2500	24-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	445	LF	\$70.00	\$31,150.00
10	2500	30-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	30	LF	\$80.00	\$2,400.00
11	2221	Embankment for Ditch Finished Grade, Placement and Compaction to 95% Standard Procter Density, Complete in Place	15	CY	\$4.00	\$60.00
12	2500	Remove Existing Culverts 24-Inch or Less, Complete in Place	215	LF	\$10.00	\$2,150.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
13	2500	Type "A" Inlet, Complete in Place	5	EA	\$2,500.00	\$12,500.00
14	2500	Type "C" Inlet, Complete in Place	4	EA	\$4,000.00	\$16,000.00
15	2500	Junction Box as per Detail, Complete in Place	2	EA	\$4,000.00	\$8,000.00
16	2210	Regrade Existing Ditch to Flow line as Specified in Plans, Complete In Place	865	LF	\$10.00	\$8,650.00
17	2560	Manhole Adjustments, to be Flush with Finished Pavement, Complete in Place	1	EA	\$250.00	\$250.00
18	2107	Turf Establishment, Full Sodding, Complete in Place	400	SY	\$5.00	\$2,000.00
19	2107	Turf Establishment, Hydromulch Seeding, Complete in Place	0.33	AC	\$2,000.00	\$660.00
20	PLANS	Remove and Replace Existing Signs, Complete in Place	3	EA	\$150.00	\$450.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
21	PLANS	Remove and Replace Existing Mailbox, Complete in Place	9	EA	\$150.00	\$1,350.00
22	3310	Concrete Swale, Complete in Place, As Directed by Engineer	40	LF	\$40.00	\$1,600.00
23	1582	Traffic Markings, Prep and Paint, 24-Inch Solid White Stop Bar, Complete in Place, As Directed by Engineer	30	LF	\$3.50	\$105.00
24	PLANS	Traffic Control Plan & SWPPP, Complete in Place	1	LS	\$20,000.00	\$20,000.00
25	HC156	Metal Beam Guard Rail, As Directed by Owner's Representative, Complete in Place	175	LF	\$25.00	\$4,375.00
					\$436,045.00	
					(Items 1 thru 25)	

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
<b>SYLVAN STREET BASE ITEMS</b>						
26	2230	Existing Asphalt and Concrete Roadway and Driveway Excavation, to Finished Grade, including Base Material, Complete in Place	1,505	SY	\$15.00	\$22,575.00
27	2102	Clearing and Grubbing Existing Earth and Foliage for Road, Complete in Place	495	SY	\$5.00	\$2,475.00
28	2245	Lime for 6-Inch Stabilized Sub-Grade (10% by Dry weight), Complete in Place	55	TON	\$175.00	\$9,625.00
29	2242	6-Inch Stabilized Sub-Grade (Manipulation), Complete in Place	2,160	SY	\$5.00	\$10,800.00
30	2515	6-Inch Reinforced Concrete Pavement (Minimum 5.5 Sacks per Cubic Yard), Complete in Place	1,900	SY	\$48.00	\$91,200.00
31	2526	4-Inch by 12-Inch Transition Curb Placed Monolithically 24-Inches Wide, Per Detail, Complete in Place	1,015	LF	\$8.00	\$8,120.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
32	2513	Asphalt Surface Transition, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	20	SY	\$30.00	\$600.00
33	2500	18-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	30	LF	\$60.00	\$1,800.00
34	2500	24-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	115	LF	\$70.00	\$8,050.00
35	PLAN	Concrete Storm Manhole (4-Foot Diameter), Complete in Place	1	EA	\$4,000.00	\$4,000.00
36	2500	Type "A" Inlet, Complete in Place	1	EA	\$2,500.00	\$2,500.00
37	2107	Turf Establishment, Full Sodding, Complete in Place	250	SY	\$5.00	\$1,250.00
38	2107	Turf Establishment, Hydromulch Seeding, Complete in Place	0.20	AC	\$2,000.00	\$400.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
39	PLANS	Traffic Markings, Prep and Paint, 24" Solid White Stop Bar, Complete in Place, As Directed by Engineer	20	LF	\$3.50	\$70.00
40	PLANS	Remove and Replace Existing Signs, Complete in Place	1	EA	\$150.00	\$150.00
41	3310	Remove and Replace Existing Mailbox, Complete in Place	6	EA	\$150.00	\$900.00
42	1582	Concrete Swale, Complete in Place, As Directed by Engineer	95	LF	\$40.00	\$3,800.00
43	1582	Traffic Markings, Prep and Paint, 24-Inch Solid White Stop Bar, As Directed by Engineer Complete in Place	20	LF	\$20.00	\$400.00
43	PLAN	Traffic Control Plan & SWPPP, Complete in Place	1	LS	\$12,000.00	\$12,000.00
					\$180,715.00	
					(Items 26 thru 43)	

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
<b>ADDITIVE ITEMS</b>						
44	3312	"Extra" Cement Stabilized Sand, As Directed by Owner's Representative, Complete in Place	200	TON	\$30.00	\$6,000.00
45	3310	"Extra" Class A Concrete, As Directed by Owner's Representative, Complete in Place	100	CY	\$100.00	\$10,000.00
46	2221	Select Fill, Compacted per ASTM D698, As Directed by Owner's Representative, Complete in Place	300	CY	\$10.00	\$3,000.00
47	PLANS	Stabilized Construction Exit, As Directed by Owner's Representative, Complete in Place	1	LS	\$750.00	\$750.00
48	2242	Flyash for 8-Inch Stabilized Sub-Grade (6% by Dryweight), Complete in Place (50 lb/sy)	170	TON	\$170.00	\$28,900.00
49	15105	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories,	1	EA	\$1,400.00	\$1,400.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
50	15105	6-Inch Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative,	1	EA	\$5,000.00	\$5,000.00
51	15105	8-Inch Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$6,000.00	\$6,000.00
52	2555	8-Inch by 8-Inch Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	LF	\$6,000.00	\$6,000.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
53	2555	8-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18) All Depths, As Directed by Owner's Representative, Complete in Place	100	LF	\$45.00	\$4,500.00
54	PLAN	Rock Filter Dam, As Directed by Owner's Representative, Complete in Place	50	LF	\$15.00	\$750.00
55	HOU 02915	15-Gallon Single Trunk Crape Myrtles, As Directed by Owner's Representative, Complete in Place	10	LF	\$1,500.00	\$15,000.00
56	POLY LOK	12-Inch by 12-Inch Yard Drain, Including 4-Inch Schedule 40 Pipe up to 30 feet, As Directed by Owner's Representative, Complete in Place	10	LF	\$400.00	\$4,000.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
57	2555	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	670	LF	\$35.00	\$23,450.00
58	2555	6-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18) All Depths, Complete in Place	670	LF	\$50.00	\$33,500.00
59	2555	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	75	LF	\$45.00	\$3,375.00
60	2555	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	1	EA	\$4,500.00	\$4,500.00
61	2555	Extra Depth Bury for Fire Hydrant, Complete in Place	3	VF	\$100.00	\$300.00
62	2555	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	3	EA	\$500.00	\$1,500.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
63	15105	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories,	5	EA	\$1,200.00	\$6,000.00
64	2555	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug of Existing Line or Removal as Necessary, Complete in Place	5	EA	\$1,400.00	\$7,000.00
65	2555	6-Inch by 8-Inch Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	\$4,000.00	\$4,000.00
66	2555	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Existing Meter with New Box, Complete in Place	3	EA	\$450.00	\$1,350.00
67	2555	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Existing Meter with New Box, Complete in Place	3	EA	\$800.00	\$2,400.00
<b>TOTAL AMOUNT ADDITIVE BID ITEMS</b>						<b>\$178,675.00</b>
						(Items 44 thru 67)

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
<b>ALLOWANCE ITEMS</b>						
68	CPE	CenterPoint Energy Light/Utility Pole Removal and Relocation, Including all Conduit and Appurtenances needed, for a fully functional light pole, by CenterPoint, Complete in Place	1	LS	\$20,000.00	\$20,000.00
<b>TOTAL AMOUNT ALLOWANCE ITEMS</b>					<u>\$20,000.00</u>	(Items 68 thru 68)
<b>TOTAL AMOUNT JEFFERSON AND SYLVAN BASE AND ADDITIVE ITEMS</b>					<u>\$795,435.00</u>	(Items 1 thru 57)
<b>TOTAL AMOUNT JEFFERSON AND SYLVAN BASE ITEMS, ADDITIVE ITEMS, ALTERNATE ITEMS, AND ALLOWANCE ITEMS</b>					<u>\$815,435.00</u>	(Items 1 thru 69)

# ORIGINAL

City of La Porte

Section 00410  
Bid Form

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**BID FORM**  
***BID 20001-SYLVAN AND JEFFERSON PAVING AND REHABILITATION PROJECT***

DATE: 10-17-2019

Bid of Tandem Services, LLC an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of \_\_\_\_\_, for the Sylvan and Jefferson Paving and Rehabilitation Project, for the City of La Porte, Harris County, Texas.

Gentlemen:

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

**BASE BID**

Total of Items 1 Thru 68

**TOTAL BASE BID \$999,750.00**

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**Written** Nine Hundred Ninety-Nine Thousand Seven Hundred Fifty Dollars and Zero Cents

It is understood and agreed that the work shall be complete in full within 350 calendar days after the date on which work is to be commenced as established by the Contract Documents.

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

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

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

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

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

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

Date 10-17-2019  
Signed   
By Dustin Johnson, Partner  
(Title)

Company Tandem Services, LLC  
4425 FM 2351 Suite #5  
Friendswood, Texas 77546  
(Address)  
281-947-8378  
(Telephone Number)  
tandem@tandemservices.com  
(Email Address)

  
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. 1 \_\_\_\_\_  
Date Received 10-3-19 \_\_\_\_\_

BID FORM

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
<b>JEFFERSON STREET BASE BID PAVING ITEMS</b>							
1	2230	Existing Asphalt and Concrete Roadway and Driveway Excavation, to Finished Grade, including Base Material, Complete in Place	2,990	SY	<u>Fifteen</u> Dollars <u>Zero</u> Cents	<u>\$15.00</u>	<u>\$44,850.00</u>
2	2102	Clearing and Grubbing Existing Earth and Foliage for Road, Complete in Place	2,625	SY	<u>Three</u> Dollars <u>Zero</u> Cents	<u>\$3.00</u>	<u>\$7,875.00</u>
3	2245	Lime for 6-Inch Stabilized Sub-Grade (10% by Dry weight), Complete in Place	120	TON	<u>One Hundred Ninety-Five</u> Dollars <u>Zero</u> Cents	<u>\$195.00</u>	<u>\$23,400.00</u>
4	2242	6-Inch Stabilized Sub-Grade (Manipulation), Complete in Place	4,720	SY	<u>Six</u> Dollars <u>Zero</u> Cents	<u>\$6.00</u>	<u>\$28,320.00</u>
5	2515	6-Inch Reinforced Concrete Pavement (Minimum 5.5 Sacks per Cubic Yard), Complete in Place	4,310	SY	<u>Fifty-Seven</u> Dollars <u>Zero</u> Cents	<u>\$57.00</u>	<u>\$245,670.00</u>
6	2256	4-Inch by 12-Inch Transition Curb, Per Detail, Complete in Place	1,650	LF	<u>Eight</u> Dollars <u>Zero</u> Cents	<u>\$8.00</u>	<u>\$13,200.00</u>

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7	2513	Asphalt Surface Transition, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	25	SY	<u>Forty-Eight</u> Dollars <u>Zero</u> Cents	\$ <u>48.00</u>	\$ <u>1,200.00</u>
8	3310	4 and 1/2-Inch Thick Concrete Sidewalk and Base Per Detail, Complete in Place	10	SY	<u>Sixty</u> Dollars <u>Zero</u> Cents	\$ <u>60.00</u>	\$ <u>600.00</u>
9	2500	24-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	445	LF	<u>Ninety-Four</u> Dollars <u>Zero</u> Cents	\$ <u>94.00</u>	\$ <u>41,830.00</u>
10	2500	30-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	30	LF	<u>One Hundred Fourteen</u> Dollars <u>Zero</u> Cents	\$ <u>114.00</u>	\$ <u>3,420.00</u>
11	2221	Embankment for Ditch Finished Grade, Placement and Compaction to 95% Standard Procter Density, Complete in Place	15	CY	<u>Fifty</u> Dollars <u>Zero</u> Cents	\$ <u>50.00</u>	\$ <u>750.00</u>
12	2500	Remove Existing Culverts 24-Inch or Less, Complete in Place	215	LF	<u>Thirty-Six</u> Dollars <u>Zero</u> Cents	\$ <u>36.00</u>	\$ <u>7,740.00</u>

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
13	2500	Type "A" Inlet, Complete in Place	5	EA	Two Thousand Five Hundred Twenty Zero Dollars Cents	\$ 2,520.00	\$12,600.00
14	2500	Type "C" Inlet, Complete in Place	4	EA	Four Thousand Five Hundred Sixty Zero Dollars Cents	\$ 4,560.00	\$18,240.00
15	2500	Junction Box as per Detail, Complete in Place	2	EA	Five Thousand Forty Zero Dollars Cents	\$ 5,040.00	\$10,080.00
16	2210	Regrade Existing Ditch to Flow line as Specified in Plans, Complete In Place	865	LF	Twenty Zero Dollars Cents	\$ 20.00	\$17,300.00
17	2560	Manhole Adjustments, to be Flush with Finished Pavement, Complete in Place	1	EA	Seven Hundred Eighty Zero Dollars Cents	\$ 780.00	\$ 780.00
18	2107	Turf Establishment, Full Sodding, Complete in Place	400	SY	Six Zero Dollars Cents	\$ 6.00	\$ 2,400.00
19	2107	Turf Establishment, Hydromulch Seeding, Complete in Place	0.33	AC	Five Thousand Five Hundred Zero Dollars Cents	\$ 5,500.00	\$1,815.00
20	PLANS	Remove and Replace Existing Signs, Complete in Place	3	EA	Three Hundred Fifty Zero Dollars Cents	\$ 350.00	\$1,050.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
21	PLANS	Remove and Replace Existing Mailbox, Complete in Place	9	EA	<u>Two Hundred Fifty</u> Dollars <u>Zero</u> Cents	\$ <u>250.00</u>	\$ <u>2,250.00</u>
22	3310	Concrete Swale, As Directed by Engineer, Complete in Place	40	LF	<u>Thirty-Five</u> Dollars <u>Zero</u> Cents	\$ <u>35.00</u>	\$ <u>1,400.00</u>
23	1582	Traffic Markings, Prep and Paint, 24-Inch Solid White Stop Bar, As Directed by Engineer, Complete in Place	30	LF	<u>Twelve</u> Dollars <u>Zero</u> Cents	\$ <u>12.00</u>	\$ <u>360.00</u>
24	PLANS	Traffic Control Plan & SWPPP, Complete in Place	1	LS	<u>Six Thousand Five Hundred</u> Dollars <u>Zero</u> Cents	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
25	HC516	Metal Beam Guard Rail, As Directed by Owner's Representative, Complete in Place	175	LF	<u>Two Hundred Fifty</u> Dollars <u>Zero</u> Cents	\$ <u>250.00</u>	\$ <u>43,750.00</u>
<b>TOTAL AMOUNT JEFFERSON STREET BASE BID ITEMS</b>						\$ <u>537,380.00</u>	(Items 1 thru 25)

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
<b>SYLVAN STREET BASE BID PAVING ITEMS</b>							
26	2230	Existing Asphalt and Concrete Roadway and Driveway Excavation, to Finished Grade, including Base Material, Complete in Place	1,505	SY	Fifteen _____ Dollars Zero _____ Cents	\$ 15.00	\$ 22,575.00
27	2102	Clearing and Grubbing Existing Earth and Foliage for Road, Complete in Place	495	SY	Five _____ Dollars Zero _____ Cents	\$ 5.00	\$ 2,475.00
28	2245	Lime for 6-Inch Stabilized Sub-Grade (10% by Dry weight), Complete in Place	55	TON	One Hundred Ninety-Five _____ Dollars Zero _____ Cents	\$ 195.00	\$ 10,725.00
29	2242	6-Inch Stabilized Sub-Grade (Manipulation), Complete in Place	2,160	SY	Six _____ Dollars Zero _____ Cents	\$ 6.00	\$ 12,960.00
30	2515	6-Inch Reinforced Concrete Pavement (Minimum 5.5 Sacks per Cubic Yard), Complete in Place	1,900	SY	Sixty _____ Dollars Zero _____ Cents	\$ 60.00	\$ 114,000.00
31	2526	4-Inch by 12-Inch Transition Curb, Per Detail, Complete in Place	1,015	LF	Eight _____ Dollars Zero _____ Cents	\$ 8.00	\$ 8,120.00

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
32	2513	Asphalt Surface Transition, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	20	SY	<u>Forty-Eight</u> Dollars <u>Zero</u> Cents	\$ <u>48.00</u>	\$ <u>960.00</u>
33	2500	18-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	30	LF	<u>Seventy-Eight</u> Dollars <u>Zero</u> Cents	\$ <u>78.00</u>	\$ <u>2,340.00</u>
34	2500	24-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	115	LF	<u>Ninety-Seven</u> Dollars <u>Zero</u> Cents	\$ <u>97.00</u>	\$ <u>11,155.00</u>
35	PLAN	Concrete Storm Manhole (4-Foot Diameter), Complete in Place	1	EA	<u>Three Thousand Four Hundred Eighty</u> Dollars <u>Zero</u> Cents	\$ <u>3,480.00</u>	\$ <u>3,480.00</u>
36	2500	Type "A" Inlet, Complete in Place	1	EA	<u>Two Thousand Five Hundred Twenty</u> Dollars <u>Zero</u> Cents	\$ <u>2,520.00</u>	\$ <u>2,520.00</u>
37	2107	Turf Establishment, Full Sodding, Complete in Place	250	SY	<u>Seven</u> Dollars <u>Zero</u> Cents	\$ <u>7.00</u>	\$ <u>1,750.00</u>
38	2107	Turf Establishment, Hydromulch Seeding, Complete in Place	0.20	AC	<u>Nine Thousand</u> Dollars <u>Zero</u> Cents	\$ <u>9,000.00</u>	\$ <u>1,800.00</u>

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
39	PLANS	Remove and Replace Existing Signs, Complete in Place	1	EA	Three Hundred Zero Dollars Cents	\$ 300.00	\$ 300.00
40	PLANS	Remove and Replace Existing Mailbox, Complete in Place	6	EA	Two Hundred Fifty Zero Dollars Cents	\$ 250.00	\$ 1,500.00
41	3310	Concrete Swale, Complete in Place, As Directed by Engineer	95	LF	Thirty-Five Zero Dollars Cents	\$ 35.00	\$ 3,325.00
42	1582	Traffic Markings, Prep and Paint, 24-Inch Solid White Stop Bar, As Directed by Engineer Complete in Place	20	LF	Twenty Zero Dollars Cents	\$ 20.00	\$ 400.00
43	PLAN	Traffic Control Plan & SWPPP, Complete in Place	1	LS	Six Thousand Five Hundred Zero Dollars Cents	\$ 6,500.00	\$ 6,500.00
<b>TOTAL AMOUNT SYLVAN STREET BASE BID ITEMS</b>						<u>\$206,885.00</u>	(Items 26 thru 43)

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
<b>ADDITIVE BID ITEMS</b>							
44	3312	"Extra" Cement Stabilized Sand, As Directed by Owner's Representative, Complete in Place	200	TON	<u>Forty-Two</u> Dollars <u>Zero</u> Cents	\$ <u>42.00</u>	\$ <u>8,400.00</u>
45	3310	"Extra" Class A Concrete, As Directed by Owner's Representative, Complete in Place	100	CY	<u>One Hundred Fifty-Five</u> Dollars <u>Zero</u> Cents	\$ <u>155.00</u>	\$ <u>15,500.00</u>
46	2221	Select Fill, Compacted per ASTM D698, As Directed by Owner's Representative, Complete in Place	300	CY	<u>Twenty-Two</u> Dollars <u>Zero</u> Cents	\$ <u>22.00</u>	\$ <u>6,600.00</u>
47	PLANS	Stabilized Construction Exit, As Directed by Owner's Representative, Complete in Place	1	LS	<u>Five Thousand</u> Dollars <u>Zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
48	2242	Flyash for 8-Inch Stabilized Sub-Grade (6% by Dryweight) (50 lb/sy), As Directed by Owner's Representative, Complete in Place	170	TON	<u>Two Hundred Twenty-Five</u> Dollars <u>Zero</u> Cents	\$ <u>225.00</u>	\$ <u>38,250.00</u>
49	15105	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	<u>One Thousand Five Hundred Sixty</u> Dollars <u>Zero</u> Cents	\$ <u>1,560.00</u>	\$ <u>1,560.00</u>
50	15105	6-Inch Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	<u>Ten Thousand Two Hundred</u> Dollars <u>Zero</u> Cents	\$ <u>10,200.00</u>	\$ <u>10,200.00</u>
51	15105	8-Inch Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	<u>Twelve Thousand Six Hundred</u> Dollars <u>Zero</u> Cents	\$ <u>12,600.00</u>	\$ <u>12,600.00</u>

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
52	2555	8-Inch x 8-Inch Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	<u>Seven Thousand Eight Hundred</u> Dollars <u>Zero</u> Cents	<u>\$7,800.00</u>	<u>\$7,800.00</u>
53	2555	8-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18) All Depths, As Directed by Owner's Representative, Complete in Place	100	LF	<u>Fifty-Four</u> Dollars <u>Zero</u> Cents	<u>\$54.00</u>	<u>\$5,400.00</u>
54	PLANS	Rock Filter Dam, As Directed by Owner's Representative, Complete in Place	50	LF	<u>Fifty</u> Dollars <u>Zero</u> Cents	<u>\$50.00</u>	<u>\$2,500.00</u>
55	HOU 02915	15-Gallon Single (Tuscarora) Trunk Crape Myrtles, As Directed by Owner's Representative, Complete in Place	10	EA	<u>Five Hundred</u> Dollars <u>Zero</u> Cents	<u>\$500.00</u>	<u>\$5,000.00</u>
56	POLY LOK	12-Inch by 12-Inch Yard Drain, Including 4-Inch Schedule 40 Pipe up to 30 feet, As Directed by Owner's Representative, Complete in Place	10	EA	<u>Nine Hundred</u> Dollars <u>Zero</u> Cents	<u>\$900.00</u>	<u>\$9,000.00</u>
57	2555	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	670	LF	<u>Forty-Two</u> Dollars <u>Zero</u> Cents	<u>\$42.00</u>	<u>\$28,140.00</u>
58	2555	6-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18) All Depths, Complete in Place	670	LF	<u>Fifty</u> Dollars <u>Zero</u> Cents	<u>\$50.00</u>	<u>\$33,500.00</u>

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
59	2555	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	75	LF	<u>Sixty-One</u> Dollars <u>Zero</u> Cents	\$ <u>61.00</u>	\$ <u>4,575.00</u>
60	2555	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	1	EA	<u>Five Thousand One Hundred Sixty</u> Dollars <u>Zero</u> Cents	\$ <u>5,160.00</u>	\$ <u>5,160.00</u>
61	2555	Extra Depth Bury for Fire Hydrant, Complete in Place	3	VF	<u>Five Hundred Forty</u> Dollars <u>Zero</u> Cents	\$ <u>540.00</u>	\$ <u>1,620.00</u>
62	2555	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	3	EA	<u>Seven Hundred Eighty</u> Dollars <u>Zero</u> Cents	\$ <u>780.00</u>	\$ <u>2,340.00</u>
63	15105	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	5	EA	<u>One Thousand One Hundred Forty</u> Dollars <u>Zero</u> Cents	\$ <u>1,140.00</u>	\$ <u>5,700.00</u>
64	2555	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug of Existing Line or Removal as Necessary, Complete in Place	5	EA	<u>One Thousand Three Hundred Twenty</u> Dollars <u>Zero</u> Cents	\$ <u>1,320.00</u>	\$ <u>6,600.00</u>
65	2555	6-Inch x 8-Inch Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	<u>Six Thousand Seven Hundred Twenty</u> Dollars <u>Zero</u> Cents	\$ <u>6,720.00</u>	\$ <u>6,720.00</u>

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
66	2555	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Existing Meter with New Box to be provided by City, Complete in Place	3	EA	One Thousand Six Hundred Eighty Dollars Zero Cents	\$ 1,680.00	\$ 5,040.00
67	2555	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Existing Meter with New Box to be provided by City, Complete in Place	3	EA	Two Thousand Seven Hundred Sixty Dollars Zero Cents	\$ 2,760.00	\$ 8,280.00
<b>TOTAL AMOUNT ADDITIVE BID ITEMS</b>						<u>\$235,485.00</u>	(Items 44 thru 67)
<b>ALLOWANCE ITEMS</b>							
68	CPE	CenterPoint Energy Light/Utility Pole Removal and Relocation, Including all Conduit and Appurtenances needed, for a fully functional light pole, by CenterPoint, Complete in Place	1	LS	Twenty Thousand Dollars Zero Cents	\$20,000.00	\$20,000.00
<b>TOTAL AMOUNT ALLOWANCE ITEMS</b>						<u>\$20,000.00</u>	(Items 68 thru 68)
<b>TOTAL AMOUNT JEFFERSON AND SYLVAN BASE AND ADDITIVE ITEMS</b>					<u>\$979,750.00</u>	(Items 1 thru 67)	
<b>TOTAL AMOUNT JEFFERSON AND SYLVAN BASE ITEMS, ADDITIVE ITEMS, AND ALLOWANCE ITEMS</b>					<u>\$999,750.00</u>	(Items 1 thru 68)	

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**CITY OF LA PORTE  
RESPONDENT AFFIDAVIT**

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

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

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

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

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

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

Respectfully submitted:

Business Name: Tandem Services, LLC

Address: 4425 FM 2351 Suite #5

Friendswood, Texas 77546

Printed Name: Dustin Johnson

Authorized Signature: 

Date: 10-17-2019

**CITY OF LA PORTE  
CERTIFICATION OF RESPONDENT**

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

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

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

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

Or

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

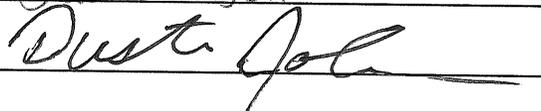
*(Initial one of the above)*

**Business Name:** Tandem Services, LLC

**Address:** 4425 FM 2351 Suite #5

Friendswood, Texas 77546

**Printed Name:** Dustin Johnson

**Authorized Signature:** 

**Date:** 10-17-2019

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**CITY OF LA PORTE**  
**PROTECTION OF RESIDENT WORKERS COMPLIANCE**

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

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

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

**Business Name:** Tandem Services, LLC

**Address:** 4425 FM 2351 Suite #5  
Friendswood, Texas 77546

**Printed Name:** Dustin Johnson

**Authorized Signature:** 

**Date:** 10-17-2019

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## CITY OF LA PORTE INDEMNITY HOLD HARMLESS AGREEMENT

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

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

**Business Name:** Tandem Services, LLC

**Address:** 4425 FM 2351 Suite #5  
Friendswood, Texas 77546

**Printed Name:** Dustin Johnson

**Authorized Signature:** 

**Date:** 10-17-2019

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

Tandem Services, LLC

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

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

**7**  
  
Signature of vendor doing business with the governmental entity

10-17-19  
Date

**References:**

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

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

Company Name	Contact	Address	Telephone	E-mail
City of Pearland	Jameson Appel	3519 Liberty Dr. Pearland, TX 77581	281-652-1757	jappel@pearlandtx.gov
<u>We are currently working on a \$2.5 million concrete sidewalk and bridge project for the City of Pearland which we expect to have completed by the end of this year.</u>				

Company Name	Contact	Address	Telephone	E-mail
LJA Engineering	Les Dodson	2929 Briarpark Dr #600, Houston, TX 77042	713-450-4629	ldodson@lja.com
<u>Mr. Dodson was the engineer on two projects that we completed in 2016: "Bayshore Drive Concrete Paving" and "Cien Road and Meadow Lane Concrete Paving". Both projects were similar to this project in size and nature and were completed before schedule.</u>				

Company Name	Contact	Address	Telephone	E-mail
City of Friendswood	Michael Boyett	910 S Friendswood Dr, Friendswood, TX 77546	281-996-3228	mboyett@ci.friendswood.tx.us
<u>We completed the following projects for the City of Friendswood: "Friendswood Sportspark Sidewalks" in 2016, "Lake Friendswood Park" in 2016, "2017 Concrete Street Maintenance Repairs" in 2017, Lake Friendswood Restroom and Pavilion" in 2018, and "Old City Park Restroom and Pavilion" in 2019.</u>				

Company Name	Contact	Address	Telephone	E-mail
City of Kemah	Jimmy Thompson	1401 State Hwy 146, Kemah, TX 77565	281-334-1611	jthompson@kemah-tx.com
<u>We completed "Bayshore Drive Concrete Paving" and "Cien Road and Meadow Lane Concrete Paving" for Mr. Thompson and he was also the engineer on "Kost Detention Pond" that we completed for the City of Alvin.</u>				

Company Name	Contact	Address	Telephone	E-mail
Gulf Coast Water Authority	Patrick Donart	1500 W State Hwy 6, Alvin, TX 77511	281-331-3137	PDonart@gcwater.org
<u>Mr. Donart was the engineer on multiple projects that we performed for the City of Friendswood in 2017 and 2018. He now works for Gulf Coast Water Authority who we just started working with.</u>				

House Bill 89 VERIFICATION

I, Dustin Johnson (Person name), the undersigned

representative of (Company or Business name) Tandem Services, LLC

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of La Porte, Texas.

This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full time employees and contracts that are under \$100,000 of public funds.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

10-17-2019

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

**BID BOND**

STATE OF TEXAS     §  
                              §  
COUNTY OF HARRIS §

SURETY'S NO. 58S2019000

KNOW ALL MEN BY THESE PRESENTS, THAT Tandem Services, LLC

\_\_\_\_\_

\_\_\_\_\_

(hereinafter called the Principal), as Principal and \_\_\_\_\_

Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal corporation of Harris County, Texas (hereinafter called Obligee) in the amount of Five Percent of the Greatest Amount Bid Dollars (5% G.A.B.), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligee for Sylvan and Jefferson Paving and Rehabilitation Project  
Bid #20001

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before this Bid Bond is returned or before official rejection of such Bid; or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, and other required contract documents, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

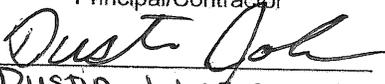
PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 17th  
day of October, 2019.

Tandem Services, LLC

Principal/Contractor

By:

  
Dustin Johnson

Liberty Mutual Insurance Company

Surety

By:

  
Kelly J. Brooks

Address: 4425 FM 235 Suite 5

Friendswood, Texas 77546

Address: 450 Plymouth Road Suite 400

Plymouth Meeting, PA 19462-8284

NOTE: Attach Power of Attorney



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200515

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Ulery, Kelly J. Brooks, C.A. McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of October, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



November 11, 2019

Honorable Mayor and City Council  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, TX 77571

RE: Bid Tabulation and Recommendation of Award for Construction of  
Sylvan and Jefferson Paving Rehabilitation  
LJA Project No. E170-0170

Honorable Mayor and Council:

Bids for construction of the reference project were received at 2:00 P.M., Thursday, October 17, 2019 at the City Hall Information Desk, 604 W. Fairmont Parkway, TX, 77571 and subsequently read in public in the Council Chambers. Three (3) contracting firms submitted a bid for the project. GreenScape Six had minor discrepancies but it did not affect the final amount in the bid.

The bidders from low to high and the correct total amounts bid are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
Tandem Services, LLC	Friendswood, TX	\$999,750.00
GreenScapes Six, LLC	Baytown, TX	\$1,199,930.00
Angel Brothers Enterprises	Baytown, TX	\$1,405,733.75

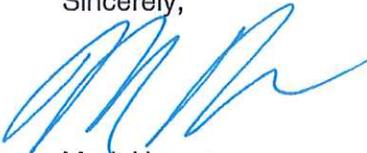
A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

Our investigation of Tandem Services, LLC, included a review of their surety, references of previous projects and past work experience. Based on our investigation, we recommend awarding the contract to the low bidder, Tandem Services, LLC. However, it is to be understood that not all of the bid items awarded will be used.

If you have any questions or need additional information, please contact me at 713-657-6014

Sincerely,



Mark Havran  
Project Manager

Attachment

**From:** Mark Havran <mhavran@lja.com>  
**Sent:** Monday, November 11, 2019 3:15 PM  
**To:** Wingate, Lorenzo  
**Cc:** Givens, Kennard; Kyle Vincent  
**Subject:** FW: Award Notification

Lorenzo,

Tandem has responded to our email and is ok with the City's plan. Please see below.

**Mark Havran, PE**  
Project Manager

**LJA Engineering** | We Build Civilization  
● East Houston  
11821 East Freeway Suite 360  
Houston, TX 77029  
P: 713.450.1300  
D: 713.657.6014  
[www.ljaengineering.com](http://www.ljaengineering.com)  
[Facebook](#) • [Twitter](#) • [LinkedIn](#)

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**From:** Tandem Services, LLC <[tandem@tandemservices.com](mailto:tandem@tandemservices.com)>  
**Sent:** Monday, November 11, 2019 2:46 PM  
**To:** Kyle Vincent <[kvincent@lja.com](mailto:kvincent@lja.com)>; Dustin Johnson <[djohnson@tandemservices.com](mailto:djohnson@tandemservices.com)>  
**Cc:** Mark Havran <[mhavran@lja.com](mailto:mhavran@lja.com)>  
**Subject:** RE: Award Notification

Kyle,

Yes, we are aware that not all supplemental items will be performed and agree with the city proceeding with the contract that way.

Thank you,

Ella Crutcher  
**Tandem Services, LLC**  
4425 FM 2351, Suite 5  
Friendswood, TX 77546  
281-947-8378

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**From:** Kyle Vincent <[kvincent@lja.com](mailto:kvincent@lja.com)>  
**Sent:** Monday, November 11, 2019 1:59 PM  
**To:** Dustin Johnson <[djohnson@tandemservices.com](mailto:djohnson@tandemservices.com)>; Tandem Services, LLC

<[tandem@tandemservices.com](mailto:tandem@tandemservices.com)>

Cc: Mark Havran <[mhavran@lja.com](mailto:mhavran@lja.com)>

**Subject:** Award Notification

Dustin,

The City of La Porte has asked us to write the letter of recommendation for award to Tandem Services for the full bid amount. \$999,750.00

There is a large amount of supplemental items and extra waterline that is not required to complete the job within those items. The City does not intend on using all of the items and plans on staying under their planned budget of \$882,838.00 on the final estimate of the job. The City has asked me to confirm that Tandem is aware and ok with the City proceeding this way. Please confirm.

**Thank You,**

**Kyle Vincent**

Graduate Engineer, E.I.T.

**LJA Engineering** | We Build Civilization

● East Houston

P: (713) 450-1300

D: (713) 657-6024

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Bid Tabulation For:

Construction of Sylvan and Jefferson Paving Rehabilitation  
To Serve City of La Porte

Bid Opening Date: Thursday, October 17, 2019  
Bid Opening Location: City Hall  
604 W. Fairmont Parkway  
La Porte, Texas 77571

Tabulation By: Sira Garcia  
Tabulation Date: 10/18/2019  
LJA Project No. E170-0170

Bidder's Name:	Total Bid Amount:
1) Tandem Services, LLC	\$999,750.00
2) Greenscapes Six, LLC	\$1,199,930.00
3) Angel Brothers Enterprises, Ltd.	\$1,405,733.75

Calendar Days - 240



I, Mark Havran, P.E., hereby certify these bid tabulations to be true and correct.



\*Mathematical Error

<b>Bid Tabulation - Bid Opening, Thursday, October 17, 2019 @ 2:00 PM</b> <b>City of La Porte</b> <b>Sylvan and Jefferson Paving Rehabilitation</b> <b>LJA Project No. E170-0170</b> <b>FRN F-1386</b>	Tandem Services, LLC 4425 FM 2351 Suite #5 Friendswood, TX 77546 Dustin Johnson 281-947-8378 <a href="mailto:tandem@tandemservices.com">tandem@tandemservices.com</a>	Greenscapes Six, LLC 7020 FM 3180 Baytown, TX 77523 Mike Archer 713-501-7456 <a href="mailto:carcher@greenscapes6.com">carcher@greenscapes6.com</a>	Angel Brothers Enterprises, Ltd. 3003 Kilgore Parkway, P.O. Box 570 Baytown, TX 77522 Garrett Goza 281-421-5721 <a href="mailto:ggoza@angelbrothers.com">ggoza@angelbrothers.com</a>
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
<b>JEFFERSON STREET BASE BID PAVING ITEMS</b>									
1	Existing Asphalt and Concrete Roadway and Driveway Excavation, to Finished Grade, including Base Material, Complete in Place	2,990	SY	\$15.00	\$44,850.00	\$18.00	\$53,820.00	\$30.50	\$91,195.00
2	Clearing and Grubbing Existing Earth and Foliage for Road, Complete in Place	2,625	SY	\$3.00	\$7,875.00	\$18.00	\$47,250.00	\$5.50	\$14,437.50
3	Lime for 6-Inch Stabilized Sub-Grade (10% by Dry weight), Complete in Place	120	TON	\$195.00	\$23,400.00	\$100.00	\$12,000.00	\$212.00	\$25,440.00
4	6-Inch Stabilized Sub-Grade (Manipulation), Complete in Place	4,720	SY	\$6.00	\$28,320.00	\$27.00	\$127,440.00	\$11.00	\$51,920.00
5	6-Inch Reinforced Concrete Pavement (Minimum 5.5 Sacks per Cubic Yard), Complete in Place	4,310	SY	\$57.00	\$245,670.00	\$72.00	\$310,320.00	\$88.00	\$379,280.00
6	4-Inch by 12-Inch Transition Curb, Per Detail, Complete in Place	1,650	LF	\$8.00	\$13,200.00	\$12.00	\$19,800.00	\$7.50	\$12,375.00
7	Asphalt Surface Transition, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	25	SY	\$48.00	\$1,200.00	\$120.00	\$3,000.00	\$400.00	\$10,000.00
8	4 and 1/2-Inch Thick Concrete Sidewalk and Base Per Detail, Complete in Place	10	SY	\$60.00	\$600.00	\$100.00	\$1,000.00	\$430.00	\$4,300.00
9	24-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	445	LF	\$94.00	\$41,830.00	\$100.00	\$44,500.00	\$149.00	\$66,305.00
10	30-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	30	LF	\$114.00	\$3,420.00	\$150.00	\$4,500.00	\$142.00	\$4,260.00
11	Embankment for Ditch Finished Grade, Placement and Compaction to 95% Standard Procter Density, Complete in Place	15	CY	\$50.00	\$750.00	\$25.00	\$375.00	\$87.00	\$1,305.00
12	Remove Existing Culverts 24-Inch or Less, Complete in Place	215	LF	\$36.00	\$7,740.00	\$25.00	\$5,375.00	\$28.00	\$6,020.00
13	Type "A" Inlet, Complete in Place	5	EA	\$2,520.00	\$12,600.00	\$3,500.00	\$17,500.00	\$2,525.00	\$12,625.00
14	Type "C" Inlet, Complete in Place	4	EA	\$4,560.00	\$18,240.00	\$4,000.00	\$16,000.00	\$3,450.00	\$13,800.00

<b>Bid Tabulation - Bid Opening, Thursday, October 17, 2019 @ 2:00 PM</b> <b>City of La Porte</b> <b>Sylvan and Jefferson Paving Rehabilitation</b> <b>LJA Project No. E170-0170</b> <b>FRN F-1386</b>	Tandem Services, LLC 4425 FM 2351 Suite #5 Friendswood, TX 77546 Dustin Johnson 281-947-8378 <a href="mailto:tandem@tandemservices.com">tandem@tandemservices.com</a>	Greenscapes Six, LLC 7020 FM 3180 Baytown, TX 77523 Mike Archer 713-501-7456 <a href="mailto:carcher@greenscapes6.com">carcher@greenscapes6.com</a>	Angel Brothers Enterprises, Ltd. 3003 Kilgore Parkway, P.O. Box 570 Baytown, TX 77522 Garrett Goza 281-421-5721 <a href="mailto:ggoza@angelbrothers.com">ggoza@angelbrothers.com</a>
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
15	Junction Box as per Detail, Complete in Place	2	EA	\$5,040.00	\$10,080.00	\$5,500.00	\$11,000.00	\$3,500.00	\$7,000.00
16	Regrade Existing Ditch to Flow line as Specified in Plans, Complete In Place	865	LF	\$20.00	\$17,300.00	\$5.00	\$4,325.00	\$16.00	\$13,840.00
17	Manhole Adjustments, to be Flush with Finished Pavement, Complete in Place	1	EA	\$780.00	\$780.00	\$500.00	\$500.00	\$735.00	\$735.00
18	Turf Establishment, Full Sodding, Complete in Place	400	SY	\$6.00	\$2,400.00	\$9.00	\$3,600.00	\$6.25	\$2,500.00
19	Turf Establishment, Hydromulch Seeding, Complete in Place	0.33	AC	\$5,500.00	\$1,815.00	\$1,500.00	\$495.00	\$4,375.00	\$1,443.75
20	Remove and Replace Existing Signs, Complete in Place	3	EA	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$940.00	\$2,820.00
21	Remove and Replace Existing Mailbox, Complete in Place	9	EA	\$250.00	\$2,250.00	\$150.00	\$1,350.00	\$1,000.00	\$9,000.00
22	Concrete Swale, As Directed by Engineer, Complete in Place	40	LF	\$35.00	\$1,400.00	\$100.00	\$4,000.00	\$122.00	\$4,880.00
23	Traffic Markings, Prep and Paint, 24-Inch Solid White Stop Bar, As Directed by Engineer, Complete in Place	30	LF	\$12.00	\$360.00	\$50.00	\$1,500.00	\$12.50	\$375.00
24	Traffic Control Plan & SWPPP, Complete in Place	1	LS	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$87,000.00	\$87,000.00
25	Metal Beam Guard Rail, As Directed by Owner's Representative, Complete in Place	175	LF	\$250.00	\$43,750.00	\$50.00	\$8,750.00	\$122.00	\$21,350.00
<b>SUB-TOTAL JEFFERSON STREET BASE BID ITEMS - ITEMS 1 - 25</b>					<b>\$537,380.00</b>		<b>\$709,400.00</b>		<b>\$844,206.25</b>
<b>SYLVAN STREET BADE BID PAVING ITEMS</b>									
26	Existing Asphalt and Concrete Roadway and Driveway Excavation, to Finished Grade, including Base Material, Complete in Place	1,505	SY	\$15.00	\$22,575.00	\$18.00	\$27,090.00	\$30.50	\$45,902.50
27	Clearing and Grubbing Existing Earth and Foliage for Road, Complete in Place	495	SY	\$5.00	\$2,475.00	\$18.00	\$8,910.00	\$9.00	\$4,455.00
28	Lime for 6-Inch Stabilized Sub-Grade (10% by Dry weight), Complete in Place	55	TON	\$195.00	\$10,725.00	\$100.00	\$5,500.00	\$212.00	\$11,660.00
29	6-Inch Stabilized Sub-Grade (Manipulation), Complete in Place	2,160	SY	\$6.00	\$12,960.00	\$27.00	\$58,320.00	\$11.00	\$23,760.00

<b>Bid Tabulation - Bid Opening, Thursday, October 17, 2019 @ 2:00 PM</b> <b>City of La Porte</b> <b>Sylvan and Jefferson Paving Rehabilitation</b> <b>LJA Project No. E170-0170</b> <b>FRN F-1386</b>	Tandem Services, LLC 4425 FM 2351 Suite #5 Friendswood, TX 77546 Dustin Johnson 281-947-8378 <a href="mailto:tandem@tandemservices.com">tandem@tandemservices.com</a>	Greenscapes Six, LLC 7020 FM 3180 Baytown, TX 77523 Mike Archer 713-501-7456 <a href="mailto:carcher@greenscapes6.com">carcher@greenscapes6.com</a>	Angel Brothers Enterprises, Ltd. 3003 Kilgore Parkway, P.O. Box 570 Baytown, TX 77522 Garrett Goza 281-421-5721 <a href="mailto:ggoza@angelbrothers.com">ggoza@angelbrothers.com</a>
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
30	6-Inch Reinforced Concrete Pavement (Minimum 5.5 Sacks per Cubic Yard), Complete in Place	1,900	SY	\$60.00	\$114,000.00	\$72.00	\$136,800.00	\$88.00	\$167,200.00
31	4-Inch by 12-Inch Transition Curb, Per Detail, Complete in Place	1,015	LF	\$8.00	\$8,120.00	\$12.00	\$12,180.00	\$7.50	\$7,612.50
32	Asphalt Surface Transition, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	20	SY	\$48.00	\$960.00	\$120.00	\$2,400.00	\$400.00	\$8,000.00
33	18-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	30	LF	\$78.00	\$2,340.00	\$75.00	\$2,250.00	\$82.00	\$2,460.00
34	24-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	115	LF	\$97.00	\$11,155.00	\$100.00	\$11,500.00	\$149.00	\$17,135.00
35	Concrete Storm Manhole (4-Foot Diameter), Complete in Place	1	EA	\$3,480.00	\$3,480.00	\$4,500.00	\$4,500.00	\$3,300.00	\$3,300.00
36	Type "A" Inlet, Complete in Place	1	EA	\$2,520.00	\$2,520.00	\$3,500.00	\$3,500.00	\$2,150.00	\$2,150.00
37	Turf Establishment, Full Sodding, Complete in Place	250	SY	\$7.00	\$1,750.00	\$9.00	\$2,250.00	\$6.25	\$1,562.50
38	Turf Establishment, Hydromulch Seeding, Complete in Place	0.20	AC	\$9,000.00	\$1,800.00	\$1,500.00	\$300.00	\$4,375.00	\$875.00
39	Remove and Replace Existing Signs, Complete in Place	1	EA	\$300.00	\$300.00	\$500.00	\$500.00	\$940.00	\$940.00
40	Remove and Replace Existing Mailbox, Complete in Place	6	EA	\$250.00	\$1,500.00	\$150.00	\$900.00	\$1,000.00	\$6,000.00
41	Concrete Swale, Complete in Place, As Directed by Engineer	95	LF	\$35.00	\$3,325.00	\$100.00	\$9,500.00	\$122.00	\$11,590.00
42	Traffic Markings, Prep and Paint, 24-Inch Solid White Stop Bar, As Directed by Engineer Complete in Place	20	LF	\$20.00	\$400.00	\$50.00	\$1,000.00	\$12.50	\$250.00
43	Traffic Control Plan & SWPPP, Complete in Place	1	LS	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
<b>SUB-TOTAL SYLVAN STREET BASE BID ITEMS - ITEMS 26 - 43</b>							<b>\$206,885.00</b>		<b>\$297,400.00</b>
									<b>\$322,352.50</b>

<b>Bid Tabulation - Bid Opening, Thursday, October 17, 2019 @ 2:00 PM</b> <b>City of La Porte</b> <b>Sylvan and Jefferson Paving Rehabilitation</b> <b>LJA Project No. E170-0170</b> <b>FRN F-1386</b>	Tandem Services, LLC 4425 FM 2351 Suite #5 Friendswood, TX 77546 Dustin Johnson 281-947-8378 <a href="mailto:tandem@tandemservices.com">tandem@tandemservices.com</a>	Greenscapes Six, LLC 7020 FM 3180 Baytown, TX 77523 Mike Archer 713-501-7456 <a href="mailto:carcher@greenscapes6.com">carcher@greenscapes6.com</a>	Angel Brothers Enterprises, Ltd. 3003 Kilgore Parkway, P.O. Box 570 Baytown, TX 77522 Garrett Goza 281-421-5721 <a href="mailto:ggoza@angelbrothers.com">ggoza@angelbrothers.com</a>
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
<b>ADDITIVE BID ITEMS</b>									
44	"Extra" Cement Stabilized Sand, As Directed by Owner's Representative, Complete in Place	200	TON	\$42.00	\$8,400.00	\$60.00	\$12,000.00	\$31.00	\$6,200.00
45	"Extra" Class A Concrete, As Directed by Owner's Representative, Complete in Place	100	CY	\$155.00	\$15,500.00	\$200.00	\$20,000.00	\$146.00	\$14,600.00
46	Select Fill, Compacted per ASTM D698, As Directed by Owner's Representative, Complete in Place	300	CY	\$22.00	\$6,600.00	\$30.00	\$9,000.00	\$17.00	\$5,100.00
47	Stabilized Construction Exit, As Directed by Owner's Representative, Complete in Place	1	LS	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,125.00	\$3,125.00
48	Flyash for 8-Inch Stabilized Sub-Grade (6% by Dryweight) (50 lb/sy), As Directed by Owner's Representative, Complete in Place	170	TON	\$225.00	\$38,250.00	\$70.00	\$11,900.00	\$105.00	\$17,850.00
49	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$1,560.00	\$1,560.00	\$3,000.00	\$3,000.00	\$2,125.00	\$2,125.00
50	6-Inch Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$10,200.00	\$10,200.00	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00
51	8-Inch Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$12,600.00	\$12,600.00	\$4,500.00	\$4,500.00	\$10,650.00	\$10,650.00
52	8-Inch x 8-Inch Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	\$7,800.00	\$7,800.00	\$5,000.00	\$5,000.00	\$5,150.00	\$5,150.00
53	8-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18) All Depths, As Directed by Owner's Representative, Complete in Place	100	LF	\$54.00	\$5,400.00	\$16.00	\$1,600.00	\$84.00	\$8,400.00

<b>Bid Tabulation - Bid Opening, Thursday, October 17, 2019 @ 2:00 PM</b> <b>City of La Porte</b> <b>Sylvan and Jefferson Paving Rehabilitation</b> <b>LJA Project No. E170-0170</b> <b>FRN F-1386</b>	Tandem Services, LLC 4425 FM 2351 Suite #5 Friendswood, TX 77546 Dustin Johnson 281-947-8378 <a href="mailto:tandem@tandemservices.com">tandem@tandemservices.com</a>	Greenscapes Six, LLC 7020 FM 3180 Baytown, TX 77523 Mike Archer 713-501-7456 <a href="mailto:carcher@greenscapes6.com">carcher@greenscapes6.com</a>	Angel Brothers Enterprises, Ltd. 3003 Kilgore Parkway, P.O. Box 570 Baytown, TX 77522 Garrett Goza 281-421-5721 <a href="mailto:ggoza@angelbrothers.com">ggoza@angelbrothers.com</a>
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
54	Rock Filter Dam, As Directed by Owner's Representative, Complete in Place	50	LF	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
55	15-Gallon Single (Tuscarora) Trunk Crape Myrtles, As Directed by Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$200.00	\$2,000.00	\$250.00	\$2,500.00
56	12-Inch by 12-Inch Yard Drain, Including 4-Inch Schedule 40 Pipe up to 30 feet, As Directed by Owner's Representative, Complete in Place	10	EA	\$900.00	\$9,000.00	\$150.00	\$1,500.00	\$1,150.00	\$11,500.00
57	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	670	LF	\$42.00	\$28,140.00	\$20.00	\$13,400.00	\$57.00	\$38,190.00
58	6-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18) All Depths, Complete in Place	670	LF	\$50.00	\$33,500.00	\$14.00	\$9,380.00	\$58.00	\$38,860.00
59	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	75	LF	\$61.00	\$4,575.00	\$30.00	\$2,250.00	\$86.00	\$6,450.00
60	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	1	EA	\$5,160.00	\$5,160.00	\$3,500.00	\$3,500.00	\$4,225.00	\$4,225.00
61	Extra Depth Bury for Fire Hydrant, Complete in Place	3	VF	\$540.00	\$1,620.00	\$400.00	\$1,200.00	\$345.00	\$1,035.00
62	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	3	EA	\$780.00	\$2,340.00	\$300.00	\$900.00	\$785.00	\$2,355.00
63	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	5	EA	\$1,140.00	\$5,700.00	\$2,500.00	\$12,500.00	\$1,700.00	\$8,500.00
64	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug of Existing Line or Removal as Necessary, Complete in Place	5	EA	\$1,320.00	\$6,600.00	\$6,000.00	\$30,000.00	\$1,175.00	\$5,875.00

<b>Bid Tabulation - Bid Opening, Thursday, October 17, 2019 @ 2:00 PM</b> <b>City of La Porte</b> <b>Sylvan and Jefferson Paving Rehabilitation</b> <b>LJA Project No. E170-0170</b> <b>FRN F-1386</b>	Tandem Services, LLC 4425 FM 2351 Suite #5 Friendswood, TX 77546 Dustin Johnson 281-947-8378 <a href="mailto:tandem@tandemservices.com">tandem@tandemservices.com</a>	Greenscapes Six, LLC 7020 FM 3180 Baytown, TX 77523 Mike Archer 713-501-7456 <a href="mailto:carcher@greenscapes6.com">carcher@greenscapes6.com</a>	Angel Brothers Enterprises, Ltd. 3003 Kilgore Parkway, P.O. Box 570 Baytown, TX 77522 Garrett Goza 281-421-5721 <a href="mailto:ggoza@angelbrothers.com">ggoza@angelbrothers.com</a>
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
65	6-Inch x 8-Inch Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	\$6,720.00	\$6,720.00	\$8,000.00	\$8,000.00	\$4,785.00	\$4,785.00
66	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Existing Meter with New Box to be provided by City, Complete in Place	3	EA	\$1,680.00	\$5,040.00	\$1,000.00	\$3,000.00	\$1,250.00	\$3,750.00
67	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Existing Meter with New Box to be provided by City, Complete in Place	3	EA	\$2,760.00	\$8,280.00	\$3,000.00	\$9,000.00	\$2,150.00	\$6,450.00
<b>SUB-TOTAL ADDITIVE BID ITEMS - ITEMS 44 AND 67</b>							<b>\$235,485.00</b>		<b>\$173,130.00</b>
<b>ALLOWANCE ITEMS</b>									
68	CenterPoint Energy Light/Utility Pole Removal and Relocation, Including all Conduit and Appurtenances needed, for a fully functional light pole, by CenterPoint, Complete in Place	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
<b>SUB-TOTAL ALLOWANCE ITEMS - ITEM 68</b>							<b>\$20,000.00</b>		<b>\$20,000.00</b>

<b>Bid Tabulation - Bid Opening, Thursday, October 17, 2019 @ 2:00 PM</b> <b>City of La Porte</b> <b>Sylvan and Jefferson Paving Rehabilitation</b> <b>LJA Project No. E170-0170</b> <b>FRN F-1386</b>	Tandem Services, LLC	Greenscapes Six, LLC	Angel Brothers Enterprises, Ltd.
	4425 FM 2351 Suite #5 Friendswood, TX 77546 Dustin Johnson 281-947-8378 <a href="mailto:tandem@tandemservices.com">tandem@tandemservices.com</a>	7020 FM 3180 Baytown, TX 77523 Mike Archer 713-501-7456 <a href="mailto:carcher@greenscapes6.com">carcher@greenscapes6.com</a>	3003 Kilgore Parkway, P.O. Box 570 Baytown, TX 77522 Garrett Goza 281-421-5721 <a href="mailto:ggoza@angelbrothers.com">ggoza@angelbrothers.com</a>

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
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**SUMMARY OF BID**

<b>JEFFERSON STREET BASE BID PAVING ITEMS</b>	<b>ITEMS 1 - 25</b>				<u><b>\$537,380.00</b></u>		<u><b>\$709,400.00</b></u>		<u><b>\$844,206.25</b></u>
<b>SYLVAN STREET BASE BID PAVING ITEMS</b>	<b>ITEMS 26 - 43</b>				<u><b>\$206,885.00</b></u>		<u><b>\$297,400.00</b></u>		<u><b>\$322,352.50</b></u>
<b>ADDITIVE BID ITEMS</b>	<b>ITEMS 44 - 67</b>				<u><b>\$235,485.00</b></u>		<u><b>\$173,130.00</b></u>		<u><b>\$219,175.00</b></u>
<b>ALLOWANCE ITEMS</b>	<b>ITEM 68</b>				<u><b>\$20,000.00</b></u>		<u><b>\$20,000.00</b></u>		<u><b>\$20,000.00</b></u>
<b>TOTAL AMOUNT JEFFERSON AND SYLVAN BASE BID ITEMS</b>	<b>ITEMS 1 - 43</b>				<u><b>\$744,265.00</b></u>		<u><b>\$1,006,800.00</b></u>		<u><b>\$1,166,558.75</b></u>
<b>TOTAL AMOUNT JEFFERSON, SYLVAN BASE BID, AND ADDITIVE ITEMS</b>	<b>ITEMS 1 - 67</b>				<u><b>\$979,750.00</b></u>		<u><b>\$1,179,930.00</b></u>		<u><b>\$1,385,733.75</b></u>
<b>TOTAL AMOUNT JEFFERSON AND SYLVAN BASE BID ITEMS, ADDITIVE ITEMS, AND ALLOWANCE ITEMS</b>	<b>ITEMS 1 - 68</b>				<u><b>\$999,750.00</b></u>		<u><b>\$1,199,930.00</b></u>		<u><b>\$1,405,733.75</b></u>



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 9, 2019

Requested By: Ray Mayo, Director

Department: Public Works

Report    Resolution    Ordinance

**Exhibits:** Bid tabulation  
Bid form – Houston Poly Bag

### Appropriation

Source of Funds: Solid Waste -7072

Account Number: 001-7072-532-2015

Amount Budgeted: \$143,133

Amount Requested: \$143,133

Budgeted Item:    Yes    No

## SUMMARY

Responses for Sealed Bid #20003 - Plastic Garbage Bags were opened on October 29, 2019. Forty-three (43) vendors were notified, with thirty (30) bidders downloading the bid. Six (6) responsive bids were received. The lowest bidder meeting the specifications was received from Houston Poly Bag at \$4.38 per roll. The City's current cost per roll is \$4.39. Houston Poly Bag is the same vendor that we have utilized for the past several years. The thickness and size specifications for the bags will remain unchanged.

Staff recommends accepting the bid from Houston Poly Bag.

## RECOMMENDED MOTION

***I move to authorize the City Manager to enter into an annual contract, with two additional one-year renewal options, with Houston Poly Bag, to supply plastic garbage bags, not to exceed the annual budgeted amount.***

Approved for the City Council meeting agenda

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date





**Pricing Offer Form to Sealed Bid #20003**

<b>Item 1</b> Quantity/	37,000/rolls		
UOM Unit Price	<u>\$ 4.38</u> per roll	Extended Price	<u>\$ 162,060.00</u>
Delivery Location	City of La Porte Public Works; 2963 North 23rd Street, La Porte, Texas 77571 .		
Description	Unit pricing is on a per roll basis DO NOT price by weight		

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**INVITATION TO Sealed Bid #20003 - Plastic Trash Bags**

**Annual Requirements Contract for purchase and delivery of Plastic Trash Bags**

**NO PRE-BID CONFERENCE WILL BE HELD**

**DOCUMENTS ARE DUE PRIOR TO:**

**Tuesday, October 29, 2019 @ 2:00 P.M. Central Standard Time**

**\*\*NO LATE BIDS WILL BE ACCEPTED\*\***

**DOCUMENTS MUST BE DELIVERED TO:**

**City of La Porte**

**Purchasing Manager**

**604 W. Fairmont Parkway**

**La Porte, Texas 77571**

**Solicitations shall be submitted in sealed envelopes. Outside of envelope shall be clearly marked with the Bid Number, Closing Date and Name and address of the bidder.**

**NO LATE SOLICITATION DOCUMENTS WILL BE CONSIDERED**



### RESPONSIVE BIDDER CHECKLIST

The following documents must be included in your quote to be considered responsive:

- ( ) Execution Page (appropriate for bidders' form of business organization (e.g., sole proprietorship, corporation, partnership or joint venture)
- ( ) Pricing Proposal Form (fillable)
- ( ) Certificate of Insurance Requirements
- ( ) Conflict of Interest Questionnaire
- ( ) HB 89 Verification Form
- ( ) Qualifications
- ( ) References
- ( ) Verification Checklist of Technical Specifications



## INFORMATION AND COMPLIANCE

### **Posting of Invitation and Preparing the Sealed Bid:**

1. The City of La Porte ("the City") provides solicitation packages containing various documents that require completion by the offeror. Solicitations are known as "Bids", "Quotes", "Request for Proposals" or "Request for Qualifications". The term "Bid" or "Bidder" is also used interchangeably to describe any methods or the processes to be completed prior to the date and time set for the opening. Complete solicitation documents shall be returned in order to be considered a responsive Offer.
2. Bids are to be prepared and submitted in accordance with the provisions herein. Failure to do so may result in rejection of the bid. Bids must be prepared and submitted only on the forms provided within the solicitation package. Where a signature is required, an authorized representative of the bidder must do so. Evidence as to such authority may be required.
3. Estimated Annual Requirement Contracts shall be for a predetermined period as specified in the written document. The quantities specified are estimates only of our projected annual requirements. The award of an estimated annual requirements contract allows the City to use the goods and/or services as the requirements and needs of the City arise on an annual basis and during any subsequent and consecutive renewal period(s) and providing funding is available. The City is not obligated to pay for or use a minimum or maximum amount of goods and/or services during the contracted term. Payment will be made pursuant to the unit prices bid in the contract and only for an amount that is actually used by the City. Bidder shall have no claim against the City for anticipated profits for the estimated quantities listed, diminished, or deleted.
4. If required by the solicitation documents, bid security shall be submitted with the offer. Any response submitted without the required bond, payment bond, or cashiers/certified check, shall be considered non-responsive and shall not be considered for award. Performance and/or payment bonds, when required shall be submitted to the City, prior to commencement of any work pursuant to the contracting requirements and process.
5. Solicitation packages are typically provided at no cost. If a fee is to be charged it will be so stated in the Invitation to Bidders.
6. The City will not be liable for any costs associated with the preparation, transmittal or presentation of any solicitation submission or materials submitted in response to any solicitation.



7. The primary way to obtain solicitation documents is by downloading them from the City's third party provider, PublicPurchase.com.

7.1 Bidders are solely responsible for obtaining all Bid Documents, including forms, clarifications, drawings, and Addenda. Bidders are solely responsible for checking Public Purchase while the bid is active for clarifications, supplemental instructions, forms and/or addenda regardless of how the bid documents are obtained. The City will ONLY publish this information on Public Purchase and will not be responsible for a bidder's failure to obtain or include additional information provided on Public Purchase.

7.2 If a prospective bidder is unable to download the solicitation documents by registering at PublicPurchase.com or by other electronic means, these documents are available by contacting the Purchasing Division Office located at 604 W. Fairmont Parkway, La Porte, Texas 77571. Telephone 281-470-5126; FAX 281-470-5127.

8. All bid forms must be completed in ink, or typewritten. Bidders may not change any of the documents provided within the bid. Any change made may result in rejection of the bid, and will not be binding upon the City.

If a bidder either electronically scans, re-types or in some other way reproduces the City's published solicitation package, then in the event of a conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the offer, the City's bid specifications as published shall control. Furthermore, if an alteration of any kind to the City's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

9. References made to a specific manufacturer or trade name in this solicitation is intended to be descriptive and not restrictive and to establish a desired quality level of merchandise or to meet a pre-established standard because of existing like items that have been previously deemed satisfactory by the City.

Alternate product(s) bid from those specified in this solicitation must include a detailed explanation and documentation to support how the alternate items proposed by the bidder can perform as well as or better than those specified. If no alternate is proposed, and accepted by the City, the Bidder will be required to provide the specific item(s) described in the specifications. No substitution of items will be allowed except as otherwise noted within the specifications.



Acceptable documentation to support proposed alternate items may include, but is not limited to:

- Product identification, including manufacturer's name and address
- Manufacturer's literature identifying the product including a detailed description, reference standards, performance and test data
- Samples, as applicable
- Contact information of similar applications where proposed product(s) has been used, date of product usage.
- Itemized comparison of proposed alternate item with product or service specified, listing significant variations.

Bidder further warrants and represents that in making a formal request for substitution by alternate items that:

- Proposed alternate item(s) is equivalent or superior in all respects to the product specified, and
- The same warranties and guarantees will be provided for the alternate item as for the product specified;
- Bidder is solely responsible to provide all pertinent product data with the offer.

10. Where offers for equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors are made, Bidder must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and must be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Furthermore, Bidder must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. Certification of licensing demonstrating bidder is an authorized dealer/distributor is to be provided by bidder when this requirement is applicable.

11. The City of La Porte encourages the use of products made of recycled materials to the extent that doing so does not reduce or impair the quality of the item(s) and it is economically feasible. The City will be the sole judge in determining product selection and suitability.

12. City shall not provide any interpretation of the meaning of plans, specification, or other pre-bid documents to any prospective bidder orally. Such communication must be in writing.



13. Questions or requests for additional information are to be submitted at [PublicPurchase.com](http://PublicPurchase.com) or to the Purchasing Division at [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov) . NO requests or questions are to be asked directly of program staff outside of pre-bid conferences. If a Staff or Council member is contacted by a potential bidder, the person contacted must politely decline to discuss the procurement and forward the inquiry to the Purchasing Division. Likewise, a bidder that contacts someone other than authorized Purchasing Staff in regard to a solicitation may be disqualified.

While the Purchasing Division staff may not be able to answer all of the technical questions asked by potential bidders, they will ensure that the information is provided to all potential bidders in such a way as to promote fair and equal competition.

14. All bidders must familiarize themselves with the locations for contract performance as required by the solicitation documents so as to take into account any and all relevant conditions when preparing the offer. Successful bidder will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit. Worksites shall be made accessible to the public during normal business hours. However, appointments for site visits are preferred.
15. All bidders shall carefully examine all solicitation documents before completing and submitting a bid in addition to inspecting the work site and being familiar with any condition at the site that may affect the Work.
16. A successful bidder that is awarded a contract is solely responsible for any and all cost arising from (i) failure to comply with the requirements of the bid documents including without limitation, the requirement to inspect the bid documents and the work site, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the bid documents.
17. Bidders must indicate any variance, no matter how slight, in the specification comments, on the proposal page, or pages attached thereto with the exact nature of the variance outlined in sufficient detail. If the variance information is not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

The city does not necessarily accept any variance or exception contained in a bid by receiving the bid. Any variance or exception proposed is subject to review and approval



by the City. Any material variance that, in the sole opinion of the City, makes the bid conditional in nature may result in the entire bid being rejected in whole or in part.

18. Pricing is to include any freight, handling, or other fees associated with the goods or services. No additional costs will be allowed if not specified in this proposal. Only sales taxes are to be excluded.
19. Quantities shown in the solicitation documents represent estimated usage for the contract term and as such are for solicitation purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs. The City will only be obligated to pay for such quantity actually received and accepted as satisfactory and upon receipt of an itemized, correct invoice.

### INFORMATION AND COMPLIANCE

#### **Receiving Bids:**

1. A bid shall be submitted to the City at:  
Information Desk  
Attention: Purchasing Division  
604 W. Fairmont Parkway  
La Porte, Texas 77571
2. No oral, telegraphic, or telephonic, or faxed submittals will be considered or accepted.
3. One copy marked as "ORIGINAL" shall be submitted.
4. The time clock/stamp used by the City Purchasing Division shall be the official time of receipt for responses submitted in hard copy paper form. All late submittals (received after the deadline posted) shall be considered void and unacceptable. Absolutely NO late submittals will be considered.
5. In case of inclement weather or any other unforeseen event causing the City to close for business on the date of a solicitation submission deadline, the solicitation closing will automatically be postponed until the next business day that the City is open.



If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

### INFORMATION AND COMPLIANCE

#### **Opening to Contract Execution**

1. Bids will be opened and publicly read immediately following the deadline for submission has passed. Quotes are not opened publicly. The public posting of a tabulation, and the apparent low bidder are neither final nor binding. All bids and bid documents are subject to review by Staff in determining responsiveness and responsibility. Bid tabulations are public information and are posted on PublicPurchase.com and the City's website typically within 3 business days of opening.
2. Unless a bid is expressly rejected by the City, all bids will remain in effect for sixty (60) days subsequent to bid opening. Bidder may not withdraw or cancel or modify bid for a period of sixty (60) days after the advertised closing time for receipt of bids. The City reserves the right to reject any bid where a modification of its proposal materially affecting the bid prior to the sixty (60) day period occurs. The City may request that a bidder extend the effective period of their bid. Such a request will be made in writing, and will require the bidder's written consent to the extension.
3. Ordinance No. 98-2217 declares that the City will not make any expenditure of any kind for goods or services by the City from any person, firm or corporation owing any delinquent indebtedness to the City. Bidder agrees that by submitting this executed bid that at the time of submitting such documents, he is, at his option, submitting the bid in accordance with the Ordinance and, that if he is in debt to the City, payments he is owed under this contract will first be applied to pay off the debt. This complete ordinance may be found on the City's website.
4. The City will not accept conditional bids or unbalanced bids that , in the sole discretion and authority of the City, is determined to be materially unbalanced
5. The Purchasing Division reserves the right to make corrections to bid document for any clerical error apparent on the face of the bid. This includes but is not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the



units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the "Unit Price" shall prevail.

- 6. The Purchasing Division shall make the determination of responsibility of each bidder. A bidder may be requested to submit such additional information pertaining to responsibility as the Purchasing Official deems necessary. Failure to comply with such a request will result in a finding of non-responsibility and rejection of the bid.
- 7. The City reserves the right to reject any or all solicitation submissions without cause prior to award, to waive formalities, or to proceed otherwise when in the best interest of the City.
- 8. If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.

**GENERAL STANDARD TERMS AND CONDITIONS**

City of La Porte General Terms and Conditions for bidding are posted on the City's website: Official Website City of La Porte and are incorporated into this document by reference. Go to Purchasing/Additional Documents. An electric PDF copy may be requested by calling 281-470-5126 or e-mailing purchasing@laportetx.gov.

**The undersigned certifies by initialing:**

- 1. To comply with all instructions, provision of required documents, specifications Bo
- 2. That they have not conspired with any other potential supplier or person or Official in any manner to attempt to control competitive pricing Bo
- 3. That they are a duly qualified, capable and bondable business entity not in Receivership or contemplating same, and has not filed for bankruptcy Bo
- 4. Affirms that they will not discriminate against any employee or applicant as prohibited by law. Failure to comply may result in termination of contract Bo
- 5. Bidder has read and understands the General Standard Terms and Conditions Bo

Authorized Signature: Brent Oden (same as initials)  
 Printed Name: Brent Oden  
 Date: 10-21-2019



### ANNUAL REQUIREMENTS CONTRACT

The City is accepting bids to establish a fixed price annual requirements contract for the purchase and delivery of plastic trash bags to the City's Public Works Facility, as specified in this solicitation.

The initial contract period will be effective from the date of contract execution or award, whichever is first, until September 30, 2020. Prices shall remain firm for the duration of the initial contract period.

The City shall have the option to extend the contract for two (2) additional consecutive one-year periods for the same terms and conditions of the original bid. The contract will automatically renew pursuant to the discretion of and approval by the City and the availability of funds on the anniversary date unless either party notifies the other of intent to not renew in writing prior to the anniversary date. Each such renewal period, if exercised and mutually agreed upon by both parties, shall be in writing and approved by the appropriate authorities of each party in one (1) year increments, with a total contract duration of three (3) years. An option to extend will not be considered if funding is unavailable or if the Supplier's past performance is not satisfactory as determined by the City. The City will also have the right and option to terminate the agreement upon thirty (30) days written notice.

Additionally, Supplier understands and agrees that upon the City's written request, this Contract may be extended for a period of time, not to exceed 120 calendar days after the expiration of the initial term or any renewal thereof, for the same compensation as the Supplier was receiving for the goods and/or services during the expired term immediately preceding the extension. The City may terminate such extension at any time for any reason without prior notice.



### Price Adjustments to Annual Contracts

The unit prices of all items purchased under and estimated annual requirement contract is firm for the initial period of the contract. However, if the option to renew for an additional consecutive one-year period(s) is exercised by the City, a price adjustment upward (or downward) may be requested by the Supplier in accordance with the formula set forth below. The index used in the computation of the price adjustment shall be the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average for all items related, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.

The index published for the most month prior to the renewal date shall be used as a base for determining price adjustment(s) for the first available renewal period. The index published at the time of a contract renewal shall be used as the base for determining a price adjustment for the subsequent renewal period, should a renewal option be exercised, and unit price adjustments be requested in writing. Contract price adjustments shall be determined as follows: Unit Price % change (the index published at the time of contract renewal divided by the base index at the time of the most recent contract period) if the index equals the amount of price change. There shall be a minimum of at least twelve (12) months between price adjustments for contracts having multiple renewal options.

EXAMPLE: August 2018 CPI/August 2017 CPI-1 = Percentage Increase  
252.146 / 245.519 -1 = 2.70% Increase

Supplier must submit a written request thirty days in advance for price adjustment and at minimum, such request shall include the new unit price(s) and the basis for the price adjustment request. Manufacturer documentation to substantiate the request may be required.

Upon approval by the City, the new unit prices will then be firm for the term of the optional additional contract period(s) or until subsequent price adjustments are approved by the City.



### **LIABILITY – Bonding and Insurance**

Any person, firm or corporation entering into a public work contract with the City is required, before beginning the work, to provide a performance bond in the amount of the contract and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents is required if the contract is in excess of \$100,000.

Any person, firm or corporation entering into a public work contract with the City is required, before beginning the work, a payment bond in the amount of the contract issued solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material is required if the contract is in excess of \$50,000.

A bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). The bond must be payable to the City and its form must be approved by City Counsel. The bond must clearly and prominently display on the bond or on an attachment to the bond:

- 1) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- 2) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

Commercial General Liability insurance, obtained from an insurer recognized by the Texas Department of Insurance, is required for work performed at any City property or right-of-way. The amount of coverages required may vary based on the risk associated with a particular project or work to be performed as determined by the City.

At minimum, the City requires that Contractor shall obtain insurance as detailed. Each policy obtained by the Contractor for work associated with this contract, with exception of the Worker's Compensation Policy, shall name the City of La Porte as an additional insured, and shall contain a waiver of subrogation in favor of the City of La Porte.



The coverage and amounts designated are minimum requirements and do not establish limits of the Contractor's liability. Additional coverage may be provided at the Contractor's option and expense.

General Liability:

Commercial General Liability

General Aggregate	\$200,000
Personal Injury	\$100,000
Each Occurrence	\$100,000

Automobile Liability:

Combined Single Limit	\$100,000
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Excess Liability:

Umbrella	Each Occurrence	\$100,000
	Each Aggregate	\$100,000

Worker's Compensation:

A. Definitions

Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84) showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Agreement.

Duration of the Agreement includes the time from the beginning of the Agreement until the Agreement is completed and accepted by the City of La Porte.

Certificates are to be provided to:

City of La Porte

Purchasing Division

604 W. Fairmont Parkway, La Porte, Texas 77571

Or, E-mail to [Purchasing@laportetx.gov](mailto:Purchasing@laportetx.gov)

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

None

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

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

7   
Signature of vendor doing business with the governmental entity

10-21-2019  
Date

House Bill 89 VERIFICATION

I, Brent Oden (Person name), the undersigned

representative of Houston Poly Bag

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of La Porte, Texas.

This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full time employees and contracts that are under \$100,000 of public funds.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10-21-2019

DATE

Brent Oden

SIGNATURE OF COMPANY REPRESENTATIVE



REFERENCES

Please provide the following information. Include both current and previous references where these similar types of services have been provided. Contact names must be that of a responsible party with the authority to approve such services. Failure to complete and submit this form may be cause to disqualify your proposal.

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
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City of Clute	Connie		979-265-7939	
---------------	--------	--	--------------	--

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
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City of Weathford	Olen Arey		817-829-6749	
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<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
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City of Port Neches	Jamie Mendoza			
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<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
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City of Brenham	Kyle Branham		979-337-7537	
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<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
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City of Hope	AK		870-722-2503	
--------------	----	--	--------------	--



**STATEMENT OF QUALIFICATIONS**

The successful contractor must provide evidence of current licensing information in accordance with the State of Texas Requirements with the proposal submitted (see Other Qualifications).

<b>COMPANY</b>	<b>YEARS</b>	<b>LOCATION</b>	<b>TYPE OF HVAC EQUIPMENT</b>
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<b>COMPANY</b>	<b>YEARS</b>	<b>LOCATION</b>	<b>TYPE OF HVAC EQUIPMENT</b>
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<b>COMPANY</b>	<b>YEARS</b>	<b>LOCATION</b>	<b>TYPE OF HVAC EQUIPMENT</b>
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<b>COMPANY</b>	<b>YEARS</b>	<b>LOCATION</b>	<b>TYPE OF HVAC EQUIPMENT</b>
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<b>COMPANY</b>	<b>YEARS</b>	<b>LOCATION</b>	<b>TYPE OF HVAC EQUIPMENT</b>
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<b>COMPANY</b>	<b>YEARS</b>	<b>LOCATION</b>	<b>TYPE OF HVAC EQUIPMENT</b>
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<b>COMPANY</b>	<b>YEARS</b>	<b>LOCATION</b>	<b>TYPE OF HVAC EQUIPMENT</b>
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Please use separate sheet with all information, if needed. Email address must be included.



**Scope of Work and Detailed Specifications to Bid No. 20003 - Annual Requirements for Purchase and Delivery of Plastic Trash Bags**

**General Background:**

Historically, the plastic trash bags rolls have been provided to the Citizens of La Porte to use for City trash collection services during the early part of February each year. The rolls of bags are also made available to newcomers locating into La Porte after the initial February distribution and throughout the year and, if available, rolls of bags are sold as extras to citizens that want to purchase more than those provided to them in February. Sample bags must be provided with bid. They will be tested to specs.

**Scope of Work:**

The delivery, storage and primary distribution point for the bags is at Public Works, 2963 North 23rd Street, La Porte, Texas 77571. There are storage limitations at this location and because of this the awarded vendor must take into account that production/inventory availability must be scheduled to coincide with the City's required delivery dates. Coordination between vendor and the City to achieve not only timely deliveries, but to accommodate unloading will be necessary. These multiple delivery dates are necessary to meet an (already published) availability and delivery date within the City's calendar. The February distribution date will require the bulk of the bags having been being delivered in order to meet that date. The city is committed to maintain adequate inventory for new and repeat customers, also. The successful vendor will be experienced at both the manufacturing and inventory management requirements (see specifications) and logistics management.

**Contract Term:**

This is an annual requirements type contract. The initial term shall be for one year from the date of execution (last date set forth on the signature page) until September 29, 2020 with the right to extension options. The contract will automatically renew pursuant to the discretion of an approval by the City and the availability of funds on the anniversary date unless either party notifies the other of intent to non-renew in writing prior to the anniversary date. Each such renewal shall be in writing and approved by the appropriate authorities of each party in one (1) year increments, with a total contract duration of three (3) years. An option to extend will not be considered if funding is unavailable or if the Contractor's past performance is not satisfactory as determined by the City. Such renewal shall be for the same compensation, terms and conditions set forth in the original solicitation document.



Additionally, Vendor understands and agrees that upon the City's written request, this Contract may be extended for a period of time, not to exceed 120 calendar days after the expiration of the initial term or any renewal thereof, for the same compensation as the Contractor was receiving during the expired term immediately preceding the extension. The City may terminate such extension at any time for any reason without prior notice.

**Pricing:**

Contract shall be awarded on a unit price basis. The unit price is based on a per ROLL basis; DO NOT price by weight. The unit price (ROLL) shall be all inclusive of any costs, including shipping, handling, pick-up delivery and any other related cost. Fuel surcharges and/or environmental fees are not allowed under this contract.

The City of La Porte desires firm prices for the full contract period. It is recognized by the City that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered as "pass-through" costs by the City. "Pass-through" increases must be verified in writing by the manufacturer and will be considered during the term of the contract. NOTE: The City requires thirty (30) days written notice prior to any increase of existing prices.

**Technical Requirements to Sealed Bid #20003**

The purpose of these requirements is to describe the minimum requirements for the plastic bags for an annual requirements contract. The quantities are only estimates of projected annual usage and are not guaranteed quantities. The City reserves the right to increase or decrease the quantity and number of deliveries in order to meet the City's requirements on an as needed basis throughout the year.

Any increase or decrease in the quantities ordered shall be paid at the regular quoted price. Contractor shall not have any claim against the City for any quantities ordered than the bid estimates.

**Delivery:**

Bags shall be manufactured, packaged and delivered in accordance with the specifications, herein. All deliveries are to be shipped FOB Destination, La Porte, Texas 77571 at 2963 North 23rd Street (Public Works), La Porte, Texas 77571.



Bags, packaged as specified, are to be delivered in 5 complete deliveries to achieve the annual estimated quantity of 37,000 rolls. Three of the 5 deliveries shall be scheduled and delivered between December 01, 2019 and January 15, 2020. The final 2 deliveries must be received, complete prior to February 1, 2020. All deliveries must arrive for unloading prior to 10:00 a.m. on each scheduled delivery date. If a truck arrives after for unloading after 10:00 a.m., the delivery will be rejected and automatically rescheduled for delivery on the next business day prior to 10:00 a.m. No demurrage or other expenses related to a late delivery through no fault of the City will be paid by the City.

**Ordering:**

A purchase order that shall serve as a contract document will be issued prior to the first order being placed. The same purchase order number shall apply to all delivery paperwork and invoices for the contract duration.

Each order/delivery will be coordinated between Vendor and the City to accommodate scheduling, unloading, storage and distribution needs. Vendor shall have stock available to meet at least the estimated contracted quantity to meet the deliveries as described in the Delivery Section. Should for any reason vendor not have available stock ready for delivery to meet the City's demand, the city may use other sources for supply. Vendor may be liable for any additional costs incurred by the City should this be necessary.



**Technical Specifications for Bags and Testing**

- |   | YES                                 | NO                                  |
|---|-------------------------------------|-------------------------------------|
| 1. Bags: virgin polyethylene, virgin reprocessed polyethylene or ethylene copolymer resin   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Bags: 33" x 39"-40" x 1.5 mil, minimum; sized to completely line the interior of a standard 33-gallon garbage can and have a minimum of 2" of the bag folded over the lip of the can opening; bags must be flat bottom; bags must be dark, opaque color sufficient to obscure contents from view | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Bags: weight must average 132 pounds per thousand bags (for 33 gallon bags);   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Each roll must be wrapped around a cardboard core  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Each roll must contain 52 bags each, weigh 6.86 pounds per roll, including cardboard core.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. CITY reserves the right to reject any shipment that does not meet the weight requirements.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. Strength must comply to ASTM D1709, Method A; not less than 60 grams   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. Slip Coefficient must comply to ASTM D1894, coefficient between .1 and .25   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 9. Heat seal: must withstand a 10 minute tensile loading of 1 pound   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 10. Drop Resistance: securely closed bags shall withstand a drop of 5 feet when filled to a total weight of thirty (30) pounds and where the material has a density of fifteen (15) pounds per cubic foot   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 11. Gauge: film gauge shall be 1.5 mil with a point-to-point variation not to exceed 20% of average   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 12. Hang Test: sample bags must remain intact for 2 minutes when hung by the neck after being loaded with seventy five (75) pounds of concrete sand.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 13. Each roll of 52 bags is to be packaged in a polyethylene sleeve strong enough to hold the bags when carried by the sleeve neck.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 14. Each sleeve will include a 6", plastic-wrapped wire tie twist suited for this purpose   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 15. Bags will ship packaged in boxes of 8 rolls each  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 16. Pallets will be loaded with 9 boxes per layer, 2 layers maximum on each pallet  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 17. FAILURE TO COMPLY WITH ANY REQUIREMENT, ABOVE MAY BE CAUSE TO REJECT DELIVERY.  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 18. <b>Sample bags, suitable for testing MUST accompany your bid.</b> If a sample(s) is not provided, it may be cause for rejection of the bid.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

1.D Bid Execution By a **Sole Proprietor**

The undersigned, hereby acknowledges having received Solicitation Number 20003 containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_

and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR:

Brent Oden

(SIGNATURE)

DOING BUSINESS AS:

Houston Poly Bag

(Print or Type)

Business Address

11726 Holderness Rd

(Print or Type)

Tomball Tx 77375

(Print or Type)

Brent Oden

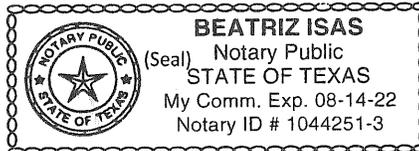
(Print or Type)

State of Texas County of Harris

This instrument was acknowledged before me on this 22 day of October, 2019 by Brent Oden as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Partnership Name).

Beatriz Isas  
Notary Public Signature

Commission Expires: 8-14-22



## Brent Oden

---

**From:** Public Purchase <notices@publicpurchase.com>  
**Sent:** Thursday, October 10, 2019 4:14 PM  
**To:** Brent Oden  
**Subject:** City of La Porte (TX) has invited you to bid Sealed Bid #20003 - Plastic Trash Bags.



---

Brent Oden

You have been invited by City of La Porte (TX), TX to bid on Sealed Bid #20003 - Plastic Trash Bags. This bid is scheduled to close on Oct 29, 2019 1:00:00 PM MDT

To view this bid, please click on the following link. If the link is split into multiple lines, please copy all the text between the double dashes (not including the dashes) and paste it on your browser.

--  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=119709&>  
--

Please contact City of La Porte (TX) directly with any inquiries about this bid.

If you experience any technical difficulties in accessing the bid, please contact Public Purchase at [vendorsupport@publicpurchase.com](mailto:vendorsupport@publicpurchase.com).

Thank you for using Public Purchase.

**Public Purchase Support Team**  
Email: [support@publicpurchase.com](mailto:support@publicpurchase.com)  
Website: [www.publicpurchase.com](http://www.publicpurchase.com)

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This message is not SPAM. You received this email because you are listed in the contact database of a government agency using Public Purchase.

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Public Purchase.

MK: XfP66m/RpTXAZccPIUpgSQ==

**Bid Tabulation to Sealed Bid #20003 - Plastic Garbage Bags**

Item	QTY	UOM	Houston Poly Bag		Waste Zero, Inc.		Central Poly		Calico Packaging LLC		Interboro Packaging		Dyna Pak		Grady's Restaurant Equipment
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	NOT RESPONSIVE
Rolls of plastic bags, as specified	37,000	Roll	4.38	\$162,060.00	4.42	\$163,540.00	4.49	\$166,130.00	4.616	\$170,792.00	5.18	\$191,660.00	5.2	\$192,400.00	



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 9, 2019  
Requested By: Rosalyn Epting, Director  
Department: Parks & Recreation  
 Report    Resolution    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 checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits:

---

### SUMMARY

The City's consultant from Halff Associates, Aaron Tuley, will be presenting an update on the Parks, Recreation, and Open Space Master Plan.

---

### RECOMMENDED ACTION

Hear update and provide feedback.

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Approved for the City Council meeting agenda

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 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

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### SUMMARY

This item has been considered at several City Council meetings beginning September 9, 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.

With passage of HB 2840 by the Texas Legislature (giving citizens the right to speak on agenda items at public meetings, effective September 1, 2019), the City Attorney's office has made further refinements to the wording of the draft Rules of Procedure to streamline the rules for the public comment period. Also, to address questions that have been raised about the scope of proposed restrictions on campaign activities at City Hall, the City Attorney's Office has inserted new wording that confines these restrictions to campaign activities occurring during City Council meetings. Revisions are in blue highlight.

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

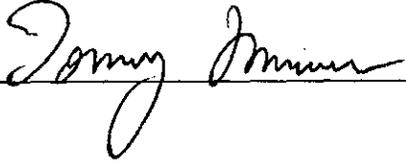
*No motion necessary for the December 9 reading, it has been brought for discussion at this meeting.*

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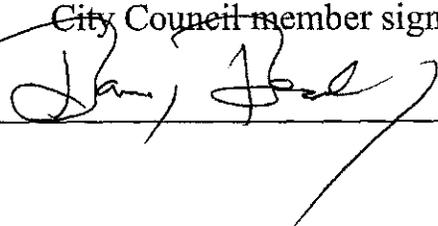
FOR MAY 19th agenda

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 10<sup>th</sup> 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.

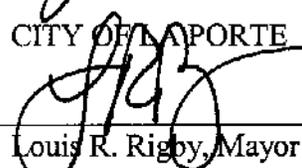
**Section 9.** The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding 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.

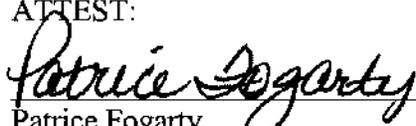
PASSED AND APPROVED, this 22<sup>nd</sup> day of July, 2013.

CITY OF LA PORTE

By: \_\_\_\_\_

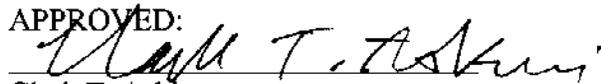
  
Louis R. Rigby, Mayor

ATTEST:

  
Patrice Fogarty

City Secretary

APPROVED:

  
Clark T. Askins

Assistant City Attorney

**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:

APPROVED AS TO FORM:

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Lee Woodward, City Secretary

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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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**(will be revised when all other changes are complete)**

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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/her 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. **Disruptive verbal and/or non-verbal r** eactions from the audience during staff presentations to the Council and during debate between Councilpersons are **not in** appropriate and **are** 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~~ **shall** be permitted **to be erected or displayed by persons in attendance** in the City Council chamber or in any other room in which the City Council is **holding a meeting**. **However, e** Exhibits, displays, and visual aids used in connection with presentations to the City Council, ~~however,~~ are permitted.

**During meetings of the City Council the City Hall Council Chambers or other venue used for such meeting shall not be utilized by Councilmembers or any other individuals for political campaign-related functions or events. For such purposes persons are prohibited from any form of electioneering or advocacy for candidates or ballot measures, including but not limited to the passing out of campaign flyers, signs, buttons, or other campaign materials for any candidate or officeholder,**

or making a contribution to a candidate or officeholder, or soliciting support for a candidate or officeholder or accepting a contribution for such, in City Hall Council Chambers or other venue at which place and time the City Council is holding a meeting.

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" or shall abstain, following 10/14 meeting 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/She added 10/14 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/She shall be entitled to vote on all questions. He/She shall sign all ordinances and resolutions adopted by the Council during his/her 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/her 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/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/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.

**6.04. Quorum.** ~~A majority of all the members elected to the Council shall constitute a quorum at any regular or special meeting of the Council.~~ A majority of all of the members of City Council shall constitute a quorum at any regular or special meeting of the Council, except where provided otherwise under state law. 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
12. 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/her 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/her 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.~~ **10/14 decision to remove**

**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/her authorized representative, or any member of the public, may sign his/her 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.

Time Limit. Each person addressing the Council shall step up to the podium, shall give his/her name and address in an audible tone of voice for the records, and unless further time is granted by the Council, shall limit his/her 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. **Persons wishing to address the Council on more than one agenda item or topic in a single meeting must speak on all such agenda items or topics during their presentation the first time they are called upon.** 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. (additional time is not given for additional items – emailing, writing, calling, or visiting with Councilpersons outside of meetings is, of course, unlimited).

(B)

~~(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/her 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,~~ **subject to loss of speaking privileges** 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/her authorized representative, and shall have been examined and approved for administration by the City Manager or his/her 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. 10/14 discussion of ad hoc vs special, please see email of 10/17**

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/her 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.

DRAFT

## 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. **(Please give attention, as this provision is referenced in the Rules above, under proposed 5.02.)**
- (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.~~

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# **CITY COUNCIL RULES OF PROCEDURE**

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

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**(will be revised when all other changes are complete)**

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## **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/her 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 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. Disruptive verbal and/or non-verbal reactions from the audience during staff presentations to the Council and during debate between Councilpersons are ~~not~~ inappropriate and are 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~~ shall be permitted to be erected or displayed by persons in attendance in the City Council chamber or in any other room in which the City Council is holding a meeting. However, exhibits, displays, and visual aids used in connection with presentations to the City Council, are permitted.

During meetings of the City Council the City Hall Council Chambers or other venue used for such meeting shall not be utilized by Councilmembers or any other individuals for political campaign-related functions or events. For such purposes persons are prohibited from any form of electioneering or advocacy for candidates or ballot measures, including but not limited to the passing out of campaign flyers, signs, buttons, or other campaign materials for any candidate or officeholder, or making a contribution to a candidate or officeholder, or soliciting support for a candidate or officeholder or accepting a

contribution for such, in City Hall Council Chambers or other venue at which place and time the City Council is holding a meeting.

## **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" or shall abstain, 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/She 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/She shall be entitled to vote on all questions. He/She shall sign all ordinances and resolutions adopted by the Council during his/her 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/her 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/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/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.

**6.04. Quorum.** A majority of all of the members of City Council shall constitute a quorum at any regular or special meeting of the Council, except where provided otherwise under state law. 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.

**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 be taken 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.
6. Statutory Agenda
7. Reports of City Officers and Staff
8. Administrative Reports.
9. Items of Community Interest (in accordance with state law)
10. Executive and/or workshop sessions (as appropriate)
11. Reconvene in public session (as needed following executive sessions)
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/her 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/her 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.

**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/her authorized representative, or any member of the public, may sign his/her 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/her name and address in an audible tone of voice for the records, and unless further time is granted by the Council, shall limit his/her 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. Persons wishing to address the Council on more than one agenda item or topic in a single meeting must speak on all such agenda items or topics during their presentation. 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. (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/her 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, subject to loss of speaking privileges 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/her authorized representative, and shall have been examined and approved for administration by the City Manager or his/her 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.
- (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. 10/14 discussion of ad hoc vs special, please see email of 10/17**

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/her 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.

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## APPENDIX A

### ETHICS POLICY

#### 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.



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 9, 2019</u> Lorenzo Wingate, P.E., C.F.M.
Requested By: <u>Engineer</u>
Department: <u>Public Works</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input 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 checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Project Status Table  
Bayside Terrace Budgetary Proposal  
LCB (F216) Phase III Budgetary Proposal

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### SUMMARY

During the August 13, 2018, Drainage Committee meeting, the following seven drainage improvement projects were prioritized:

- 1) Brookglen Drainage Improvements;
- 2) Bayside Terrace Improvements;
- 3) F101-06-00 (Pipeline Corridor) Improvements;
- 4) Little Cedar Bayou (F216) Phase III;
- 5) 6th Street (Northside Neighborhood) Drainage Improvements;
- 6) Southside Neighborhood (7th & 8th Street Area) Drainage Improvements; and
- 7) Bob's Gully (F210-00-00) Analysis.

In December 2018, City staff submitted grant applications to the Texas Division of Emergency Management (TDEM) through their Texas Hazard Mitigation Grant Program (HMGP) in attempt to earn supplemental project funding for projects 1-4 listed above and the Battleground Estates Phase II Drainage Improvements. If awarded, there would be a cost-sharing responsibility of 75/25, respectively shared by the TDEM HMGP grant and the City. Each of these projects were partially funded in the FY18-19 budget. Additionally, in effort to proactively fund these projects, the FY19-20 budget includes allocations amounting to the City's anticipated 25% cost-share. By August 2019, staff was notified that although the City's grant applications were not determined to be "primary" projects for TDEM's HMGP initial award, they were still eligible for award

if and when TDEM redistributed/reallocated residual funds. However, TDEM could not provide a timeline for the potential redistribution of funds.

At the October 14, 2019, Drainage Committee meeting, the Committee requested to view a prioritized list of drainage projects in order to aid in the decision to proceed with proposed projects using City funds in lieu of waiting for grant funding award determinations. The conditions of the grant award includes a contingency that if any portion of the project scope begins in advance of award, the entire project becomes ineligible for award. Having considered this, the Drainage Committee voted unanimously to begin preliminary engineering/design phase services for the three highest priority projects: 1) Brookglen Drainage Improvements; 2) Bayside Terrace Improvements; and 3) F101-06-00 (Pipeline Corridor) Improvements.

Staff has been coordinating with the Harris County Flood Control District (HCFCD) regarding the Brookglen Project, the Pipeline Corridor Project, and Little Cedar Bayou Phase III Projects. HCFCD included allocations for each of these drainage improvement projects as part of the 2018 bond package.

Budgetary estimates have been provided to show the anticipated costs of procuring engineering services.

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#### RECOMMENDED MOTION

***I move to approve the Council Drainage Committee's recommendations and authorize staff to initiate drainage improvement projects by utilizing funding identified within the FY20 budget as the City's 25% cost sharing responsibility, associated with the Texas Division of Emergency Management's Hazard Mitigation Grant Program.***

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Approved for the City Council meeting agenda

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Corby D. Alexander, City Manager

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Date

**DRAINAGE PROJECTS**

NO.	PROJECT	PROJECT MANAGER	DESCRIPTION	PROJECT PHASE (Feasibility/Preliminary Design/Final Design/Bidding/Construction)	Status	Potential Grant Funding	FY20 Cost Share	Previously Budgeted	Total Available	Estimated Engineering Costs
1	Brookglen Flooding Mitigation Analysis	Public Works	The 2009 City-wide Drainage Study identifies the Brookglen subdivision as an area with significant drainage/flooding problems, attributed to a mixture of inadequate sewerage and insufficient channel capacity within the B112-00-00 Channel. Compounded improvements recommended within the City-wide Drainage Study could reduce the flood risk within the Brookglen area. This analysis would expand upon the recommendations provided within 2009 study.	Feasibility	Staff working with HCFCD to develop regional solution. HCFCD currently finalizing Technical Update. Staff submitted HMGFP grant application for supplemental funding on October 17, 2018. Application pending TDEM selection. Awarded projects are anticipated to begin as early as January 2020.	\$4,000,021.50	\$1,000,005.38	\$275,000.00	\$1,275,005.38	
2	Bayside Terrace Drainage Improvements	Public Works	Approximately 800 linear feet of RCP pipe, ranging in size from 15" to 24", exists within the Bayside Terrace Subdivision, which has not been properly maintained due to access issues attributed to limited access to infrastructure, provided within a five foot utility easement. Portions of Hamilton Street and Fondren Street utilize this system to convey stormwater to its outfall point of Galveston Bay. The system fails to function properly, causing flooding within the adjacent portion(s) of the subdivision. A proposed drainage study would discuss feasibility of rerouting this flows from the 800 feet of RCP, towards Bayside Dr., and utilizing the existing system within Bayside Dr. to convey the storm water within the existing system.	Feasibility	Staff submitted HMGFP grant application for supplemental funding on November 26, 2018. Application pending TDEM selection. Awarded projects are anticipated to begin as early as January 2020.	\$2,200,000.00	\$550,000.00	\$100,000.00	\$650,000.00	\$420,713.00
3	Lomax/F101-03-00 Drainage Channel Improvements	Public Works	Harris County Flood Control District's (HCFCD) F101-06-00 Channel system conveys storm water runoff from the Lomax area and ultimately outfalls into Lower San Jacinto Bay. The downstream section of the channel has been improved to ultimate capacity. An existing pipeline corridor, containing several pipelines located at depths ranging from approximately 2' to 18' cross the channel, limiting the depth of potential channel improvements. Moderate/heavy rain events, compounded with backwater conditions from this section of the channel, contributes to wide-spread flooding within the Lomax Area.	Feasibility	Staff submitted HMGFP grant application for supplemental funding on November 26, 2018. Application pending TDEM selection. Awarded projects are anticipated to begin as early as January 2020. HCFCD has completed Technical Update and is in procurement phase for PER. Request to award engineering contract is anticipated to be placed on January 2020 Commissioner's Court meeting agenda by HCFCD.	\$3,200,155.00	\$800,000.00	\$150,000.00	\$950,000.00	HCFCD Funded
4	Little Cedar Bayou F216 Phase III Improvements	Public Works	Phase I and Phase II improvements on Little Cedar Bayou, from Hwy 101 to Madison, have either been completed. Phase I and Phase II improvements include, but are not limited to, excavating and disposing off-site soil as required for the new channel alignment, clearing and grubbing, demolition of existing structures, erosion control, and site restoration for approximately 5,533 LF of channel.  Approximately 4,680 LF of channel remains unimproved upstream, with those improvements slated to be included within this project, to be considered Phase III. Survey data has been collected on this most upstream section. Routine maintenance of clearing overgrowth, trees, and obstructions, minor erosion control and slope stabilization, and desilting is planned to maintain existing conveyance capacity. Those maintenance operations are projected to begin late 4th quarter 2019 or early 1st quarter 2020 (calendar year).  The following Phase III mitigation action is proposed, as recommended within the Hydraulic Analysis for Little Cedar Bayou Watershed HCFCD Unit F216-00-00: lowering the flow line of the Bayou 1 - 2 feet, from W. Madison to Sens Rd. Current channel side slopes would be modified to achieve 3:1 side slopes from W. Madison St. to Sens Rd. An estimated 200,000 cubic yards are to be excavated from the channel. Over excavation is provided to yield sufficient storage volume in the pond after siltation and build-up in the pond bottom.	Feasibility	Staff submitted HMGFP grant application for supplemental funding on December 20, 2018. Application pending TDEM selection. Awarded projects are anticipated to begin as early as January 2020. Staff has requested a budgetary proposal from consultant for Phase III improvements, including consideration of N Street drainage issue. Proposal expected week of Thanksgiving 2019.	\$2,500,000.00	\$625,000.00	\$825,000.00	\$1,450,000.00	\$797,689.00
5	Battleground Estates Phase II	Public Works	A proposed conditions hydraulic model was developed during the preliminary design for the N P Street Culvert Improvement Project, which recommended replacing the upstream portion of the existing composite structure at N P Street, with structures matching the downstream portion of the composite structure. That project allows for full utilization of the structure's capacity, as well as protect the channel during rainfall events that produce higher amounts of runoff. Per the recommendations of the Phase I report, a more detailed Phase 2 engineering analysis of segments F101-00-00 and F101-03-00, that are upstream of N P Street, as well as an evaluation of the roadside ditch drainage conduits within Battleground Estates should be performed to identify necessary improvements to address structural flooding within the area. The more detailed study would evaluate the impacts of culverts located upstream of N P Street, along F-101-00-00 resulting from the 10-, 50-, and 100-year rain event. Channel improvements, and increasing culvert sizes to provide sufficient capacity within culverts along the roadside ditches are the anticipated mitigation efforts.	Feasibility	Staff submitted HMGFP grant application for supplemental funding on December 20, 2018. Project is on hold; awaiting supplemental grant funding.	\$880,500.00	\$220,125.00	\$65,000.00	\$285,125.00	



November 27, 2019

Mr. Lorenzo Wingate  
City Engineer  
2963 N. 23<sup>rd</sup> Street  
La Porte, TX 77571

RE: Engineering Services Fee Proposal  
Bayside Terrace Subdivision Drainage Improvements

Dear Mr. Wingate:

Halff Associates Inc. (Halff) is pleased to submit our proposal to provide engineering services for the Bayside Terrace Subdivision Drainage Improvements project for the City of La Porte. The purpose of the project is to increase capacity and address existing flooding issues within the subdivision by regrading roadside ditches and upsizing the existing storm sewer system. The project area is generally bounded by Pine Bluff Drive to the north, S. Broadway Street to the west, Dwire Drive to the south, and the San Jacinto Bay to the east. This proposal will address development of a preliminary engineering report (PER), final design plans, and construction phase services. Additional necessary services include topographic survey.

In the PER, Halff will analyze existing conditions and evaluate proposed alternatives to recommend the most feasible design based on various factors including estimated construction cost, available right-of-way and easements, constructability, conflicts with existing utilities, and inconvenience to residents. Alternatives will be presented to the City of La Porte for determination and approval of the final design. The purpose of the final design phase is to develop signed and sealed construction plans based upon findings in the PER.

Existing Conditions:

There are approximately 227 total structures within the “At-Risk” project area, including 206 residential homes and 21 commercial structures. All 227 structures exist within a FEMA designated Special Flood Hazard Area. Approximately 17 structures were damaged from Hurricane Harvey in 2017, resulting in over \$1.1 million dollars in damages.

The existing stormwater collection system is comprised of roadside ditches and underground reinforced box culvert storm sewer to convey flow to two outfall points: an underground collection system along Bayside Drive at the center of the subdivision, and a secondary collection system running along the southeastern boundary of the subdivision. Both outfalls terminate at San Jacinto Bay. Access to the southeastern collection system is limited; the system is located within fenced-in backyards of properties within the subdivision and does not exist within a utility easement nor public right-of-way.

During intense rainfall events, the capacity of the southern system is exceeded, and the backwater condition inundates sections of the neighborhood upstream.



Proposed Conditions:

Based on hydrologic and hydraulic modeling efforts, Halff will determine and evaluate cost-effective methods to provide relief to drainage areas within the neighborhood. Modifications may include roadside ditch regrading and upsizing the existing storm sewer system to increase its capacity.

The design services are divided into the following tasks:

**Preliminary Design Phase**

Task 1: Project Management for Preliminary Design	\$ 11,736.00
Task 2: Drainage Analysis	\$ 59,736.00
Task 3: Topographic Survey Services & SUE QL-B	\$ 77,130.00
Task 4: Preliminary Engineering Report	\$ 12,024.00
<b><i>Total Study Phase Services:</i></b>	<b><i>\$ 160,626.00</i></b>

**Final Design Phase**

Task 5: Project Management for Final Design	\$ 22,008.00
Task 6: Civil Design Services	\$ 163,494.00
<b><i>Total Design Phase Services:</i></b>	<b><i>\$ 185,502.00</i></b>

**Bid Phase and Construction Phase**

Task 7: Bid Phase Services	\$ 3,366.00
Task 8: Construction Phase Services	\$ 16,983.00
<b><i>Total Bid Phase and Construction Phase Services:</i></b>	<b><i>\$ 20,349.00</i></b>

**Additional Services:**

Task 9: Geotechnical Analysis	\$ 30,000.00
Task 10: Environmental Analysis	\$ 12,500.00
<b><i>Total Additional Services:</i></b>	<b><i>\$ 42,500.00</i></b>

Halff requests a budget of \$420,713.00 for developing a preliminary engineering report (PER), final design, and bid and construction phase services for the Bayside Terrace Subdivision Drainage Improvements project. Deliverables will include: a PER, final drawings, construction cost estimate, and related bid documents.

We appreciate the opportunity to be of service to you and the City of La Porte. Please feel free to contact me if you have any questions or comments concerning this proposal.

Sincerely,  
Halff Associates, Inc.

Approved by:

Long Nguyen, P.E.  
Public Works Team Leader

\_\_\_\_\_  
Lorenzo Wingate, P.E., C.F.M.  
City Engineer



Attachments:

Attachment "A": Detailed scope of services

Attachment "B": Detailed level of effort

Attachment "C": Vicinity map

Attachment "D": Project schedule

**Cc. File**

## **Attachment “A”**

The purpose of this proposal is to develop a PER, final design plans, and construction phase services for the Bayside Terrace Subdivision Drainage Improvements project. The proposed project area can be seen in Attachment “C”.

### **SCOPE OF SERVICES**

#### **Preliminary Design Phase Services:**

##### **Task 1- Project Management for Preliminary Design**

Project management services include:

- a) Coordination with City of La Porte and subconsultants. Preparation of a project schedule including two-week review times for the City after each submittal
- b) Project progress meetings, design review meetings, and conference calls
- c) Project site visit

##### **Task 2- Drainage Analysis**

- a) Data collection tasks will include gathering of information key to the study and design process and may include record drawings (if available), hydrologic and hydraulic models, studies, GIS and terrain data as well as field reconnaissance information gathered. Specific tasks include the following:
  1. Review area adjacent to proposed improvements and identify and potential impact to the projects. Gather record drawings (if available) and reports for the project area and surrounding areas. Gather available terrain data (2018 HGAC LiDAR when available) and relevant GIS information.
  2. Perform one (1) field reconnaissance visit to locate and verify size and condition of the drainage facilities in the project area as well as the terrain layout as it relates to the proposed street. Features will be photographed and documented.
- b) Existing Conditions Hydrology – Halff will develop peak flows for the roadside ditches and storm sewer system using the Rational Method as specified in the City PICM for Stormwater design. Peak flows will be generated for the 5-YR and 100-YR storm events. The analysis will include:
  1. Delineation of drainage areas for project area
  2. Calculate proposed peak discharges
- c) Existing Conditions Hydraulics – Halff will develop an existing conditions Innovyze ICM model for the project area.
  1. Develop 2D model using survey data. Driveway culverts will be grouped per block.
  2. Execute the models for the 5-YR and 100-YR storm events and determine the existing level of service.
- d) Proposed Conditions – Halff will develop two (2) proposed conditions models based on the ditch design, maximum ditch area available in the existing right-of-way, and storm sewer design.

Proposed conditions alternatives shall be modeled to achieve a 5-YR level of service, as outlined in the City PICM for Stormwater design.

1. Develop 2D model using the design plans.
  2. Execute the models for the 5-YR and 100-YR storm events and determine the proposed level of service. Modify design if as needed to achieve a minimum 5-YR level of service.
- e) QA/QC - Reviewing the existing and proposed conditions modeling to ensure consistency with City requirements and methodology

### **Task 3- Topographic Survey and SUE Quality-Level B**

Topographic survey will be delivered in AutoCAD Civil 3D format with field notes and ASCII files of all points obtained. A DTM will be created to generate 1-foot contours.

- a) Full topographic survey from ROW to ROW with cross-sections at 100-ft intervals, including: all existing appurtenances, water meters, valves, valve boxes, fire hydrants, improvements within the ROW (landscaping, mailboxes, etc.), trees, driveways, storm and sanitary flowlines, ditch and culvert flowlines, pipe sizes and materials, power poles, fences, etc. Obtain private utility records and incorporate into base drawing. Delineate public ROW based on land property monuments and deed records. Provide RPLS signed and sealed survey control maps in PDF format
- b) SUE Level-B includes designating tonable subsurface utilities using geophysical prospecting equipment and marking with paint and/or pin flags within project limits. Anticipated utilities include: water, telephone, gas, and product/petroleum lines.

### **Task 4 – Preliminary Engineering Report (PER)**

The Preliminary Engineering Report will summarize findings from the drainage analysis and present alternative options to the City of La Porte for their approval. The PER may consider presenting the project in multiple phases based upon available funding. Preliminary Engineering Report services include:

- a) Reviewing all available record drawings and to determine potential utility conflicts and constraints.
- b) Providing estimated construction costs for each alternative developed.
- c) Providing provide a final recommendation to the City of La Porte for their approval based upon findings in **Task 2 - Drainage Analysis** in the form of a report.

### **Final Design Services:**

#### **Task 5- Project Management for Final Design**

Project management services include:

- a) Coordination with City of La Porte and subconsultants
- b) Project progress meetings, design review meetings, and conference calls
- c) Project site visits
- d) Coordination and communication with private utility owners to resolve conflicts

### **Task 6: Civil Design Services**

All design work will be completed using AutoCAD Civil 3D and will adhere to City of La Porte standards found in Chapter 5 of the PICM Stormwater Design Criteria Manual. Plans, specifications, and estimates will be submitted in three phases: 60%, 90%, and final. The drainage design will be based upon decisions approved by the City of La Porte in the PER phase. Civil design services include:

- a) Development of general project drawings: cover sheet, sheet index, legend, general notes, existing and proposed typical sections, and project layouts
- b) Development of paving and drainage, and utility drawings: utility plan and profiles and paving/drainage plan and profiles. Paving and drainage plan and profile sheets will contain all roadway design and drainage design, including ditches, storm sewer, and cross culverts. Utility plan and profiles will contain proposed water line and sanitary sewer lines and all related appurtenances.
- c) Development of miscellaneous drawings: drainage area maps, hydraulic computations, SWPPP layouts, SWPPP details, traffic control plans, traffic control details, water line details, sanitary sewer details, and storm sewer details.
- d) Preparation of engineer's estimate of probable construction cost at each submittal. Quantities will be verified prior to each submittal. Halff will prepare the cost estimate and quantities using City of La Porte pay items and specifications.
- e) Preparation of project manual including applicable specifications, general provisions, special specifications, and bid items with each submittal.

### **Bid Phase and Construction Phase**

#### **Task 7: Bid Phase Services**

- a) Attendance at the pre-bid meeting and compilation of notes for distribution.
- b) Preparation of pre-bid responses and responding to questions.
- c) Attendance at the bid review meeting and providing input on the selection process.
- d) Preparation of bid recommendation letter and bid tabulation summary.

#### **Task 8: Construction Phase Services**

- a) Responding to up to 12 submittals.
- b) Responding to up to six (6) RFI.
- c) Up to five (5) design changes/plan revisions.
- d) Preparation of record drawings
- e) Attendance at monthly construction progress meetings (assumed 12 meetings).

**Additional Services:****Task 9: Geotechnical Analysis**

Geotechnical analysis services include: evaluating the soil and groundwater conditions along the project alignment and providing geotechnical recommendations for proposed utility construction. Pavement recommendations will also be provided.

**Task 10: Environmental**

Prepare a desktop environmental constraints analysis to provide supporting documentation for and complete the EHP Checklist. This does not include agency coordination or consultation, permitting, or NEPA environmental document preparation and clearance.

**Services Not Included:**

- Reviewing change orders or pay estimates
- RFI and submittal logs
- Construction staking
- Analysis of detention facilities

**List of Assumptions:**

1. All consultant fees shown on are considered to be lump sum unless otherwise noted.
2. The City of La Porte will provide any procedures, policies, data collection systems, engineering guidelines, standards, and design criteria that will be required for this project.
3. The City of La Porte will retain ownership of any deliverables and electronic files created for this project but will not be supplied with software applications or licenses as part of this project.
4. The scope of services does not include any preparation or attendance at any public meetings pertaining to the project design or construction.

## Attachment "B" Bayside Terrace Subdivision Drainage Improvements

Date: 11/27/2019

Revision:

Revision 2:

	Principal / Managing Director	Project Manager	Project Engineer	Senior CADD Technician	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 210	\$ 165	\$ 114	\$ 75	\$ 60		

**PRELIMINARY DESIGN PHASE SERVICES:**

**Task 1 – Project Management for Preliminary Design**

1.A Project Management and Coordination with City of La Porte	8	40				48	\$ 8,280
1.B Project Progress Meetings	4	4				8	\$ 1,500
1.C Project Site Visit	4	4	4			12	\$ 1,956
<b>Subtotal Hours</b>	<b>16</b>	<b>48</b>	<b>4</b>	<b>0</b>		<b>68</b>	
<b>Subtotal Fee</b>	<b>\$ 3,360</b>	<b>\$ 7,920</b>	<b>\$ 456</b>	<b>\$ -</b>			<b>\$ 11,736</b>

**Task 2: Drainage Analysis**

<b>2.A Data Collection</b>							
Data Collection		4	8			12	\$ 1,572
Field Visit	4	4	4			12	\$ 1,956
<b>2.B Existing Conditions Hydrology</b>							
Delineate drainage areas	4	4	16			24	\$ 3,324
Calculate proposed peak discharges	4	4	24			32	\$ 4,236
<b>2.C Existing Conditions Hydraulics</b>							
Develop ICM 2D Model	4	16	80			100	\$ 12,600
Simulate storm events	4	16	16			36	\$ 5,304
<b>2.D Proposed Conditions Analysis</b>							
Develop proposed conditions alternatives	4	40	120			164	\$ 21,120
Simulate storm events	4	16	16			36	\$ 5,304
<b>2.E QA/QC</b>							
Quality Assurance and Quality Control	8	16				24	\$ 4,320
<b>Subtotal Hours</b>	<b>36</b>	<b>120</b>	<b>284</b>	<b>0</b>		<b>440</b>	
<b>Subtotal Fee</b>	<b>\$ 7,560</b>	<b>\$ 19,800</b>	<b>\$ 32,376</b>	<b>\$ -</b>			<b>\$ 59,736</b>

**Task 3 – Topographic Survey Services and SUE Quality-Level B**

3.A Topographic Survey of Project Area							\$ 61,680
3.B SUE QL-B							\$ 15,450
<b>Subtotal Hours</b>							
<b>Subtotal Fee</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ 77,130</b>

**Task 4 – Preliminary Engineering Report**

4.A Review record drawings	2	4	8				\$ 1,992
4.B Estimated Construction Costs for each Alternative	2	4	8				\$ 1,992
4.C Preliminary Engineering Report	4	16	40				\$ 8,040

## Attachment "B" Bayside Terrace Subdivision Drainage Improvements

Date: 11/27/2019

Revision:

Revision 2:

	Principal / Managing Director	Project Manager	Project Engineer	Senior CADD Technician	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 210	\$ 165	\$ 114	\$ 75	\$ 60		
<b>Subtotal Hours</b>	<b>4</b>	<b>16</b>	<b>40</b>	<b>0</b>		<b>0</b>	
<b>Subtotal Fee</b>	<b>\$ 840</b>	<b>\$ 2,640</b>	<b>\$ 4,560</b>	<b>\$ -</b>			<b>\$ 12,024</b>
<b>TOTAL FEES: PRELIMINARY DESIGN PHASE SERVICES:</b>							<b>\$ 160,626</b>
<b>FINAL DESIGN SERVICES:</b>							
<b>Task 5: Project Management for Final Design</b>							
5.A Project Management and Coordination with City of La Porte	16	40				56	\$ 9,960
5.B Project Progress Meetings	8	8	8			24	\$ 3,912
5.C Project Site Visits	8	8	12			28	\$ 4,368
5.D Coordination with private utilities	2	12	12			26	\$ 3,768
<b>Subtotal Hours</b>	<b>34</b>	<b>68</b>	<b>32</b>	<b>0</b>		<b>134</b>	
<b>Subtotal Fee</b>	<b>\$ 7,140</b>	<b>\$ 11,220</b>	<b>\$ 3,648</b>	<b>\$ -</b>			<b>\$ 22,008</b>
<b>Task 5: Civil Design Services</b>							
<b>6.A General Project Drawings</b>							
Title Page		1	2	2		5	\$ 543
Index of Sheets		1	4	4		9	\$ 921
Legend & Abbreviations		1	4	4		9	\$ 921
General Notes		1	4	4		9	\$ 921
Existing and Proposed Typical Sections		1	8	16		25	\$ 2,277
Project Layouts		1	4	16		21	\$ 1,821
<b>6.B Plan and Profile Drawings</b>							
Paving and Drainage Plan and Profiles (approximately 26 sheets)	24	60	160	320		564	\$ 57,180
Utility Plan and Profiles (approximately 26 sheets)	24	60	160	320		564	\$ 57,180
<b>6.C Miscellaneous Drawings</b>							
Drainage Area Maps		8	16	24		48	\$ 4,944
Traffic Control Plan	2	8	40	40		90	\$ 9,300
Traffic Control Details		2	4	4		10	\$ 1,086
SWPPP Layout		8	40	40		88	\$ 8,880
SWPPP Details		1	4	4		9	\$ 921
Sanitary Sewer Details		1	4	4		9	\$ 921
Water Line Details		1	4	4		9	\$ 921
Storm Sewer Details		1	4	4		9	\$ 921
<b>6.D Estimate of Probable Construction (60%, 90%, and Final)</b>	<b>4</b>	<b>16</b>	<b>32</b>			<b>52</b>	<b>\$ 7,128</b>

## Attachment "B" Bayside Terrace Subdivision Drainage Improvements

Date: 11/27/2019

Revision:

Revision 2:

	Principal / Managing Director	Project Manager	Project Engineer	Senior CADD Technician	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 210	\$ 165	\$ 114	\$ 75	\$ 60		
6.E Technical Specifications/Project Manual (60%, 90%, and Final)	2	16	32			50	\$ 6,708
<b>Subtotal Hours</b>	<b>56</b>	<b>188</b>	<b>526</b>	<b>810</b>		<b>1580</b>	
<b>Subtotal Fee</b>	<b>\$ 11,760</b>	<b>\$ 31,020</b>	<b>\$ 59,964</b>	<b>\$ 60,750</b>			<b>\$ 163,494</b>
<b>TOTAL FEES: FINAL DESIGN SERVICES:</b>							<b>\$ 185,502</b>
<b>BID PHASE AND CONSTRUCTION PHASE SERVICES:</b>							
<b>Task 7: Bid Phase Services</b>							
7.A Attend pre-bid meeting & compile notes	2	2				4	\$ 750
7.B Prepare pre-bid responses & respond to questions		4	4			8	\$ 1,116
7.C Attend bid review meeting	2	2				4	\$ 750
7.D Prepare bid recommendation letter & bid tabulation	2	2				4	\$ 750
<b>Subtotal Hours</b>	<b>6</b>	<b>10</b>	<b>4</b>	<b>0</b>		<b>20</b>	
<b>Subtotal Fee</b>	<b>\$ 1,260</b>	<b>\$ 1,650</b>	<b>\$ 456</b>	<b>\$ -</b>			<b>\$ 3,366</b>
<b>Task 8: Construction Phase Services</b>							
8.A Respond to up to 12 submittals	1	3	6			10	\$ 1,389
8.B Respond to up to 6 RFI	3	6				9	\$ 1,620
8.C Revisions (up to 5)	2	4	16				\$ 2,904
8.D Preparation of Record Drawings	2	2	16	24			\$ 4,374
8.E Attendance at monthly progress meetings (assume 12 meetings)		24	24				\$ 6,696
<b>Subtotal Hours</b>	<b>8</b>	<b>39</b>	<b>62</b>	<b>24</b>		<b>133</b>	
<b>Subtotal Fee</b>	<b>\$ 1,680</b>	<b>\$ 6,435</b>	<b>\$ 7,068</b>	<b>\$ 1,800</b>			<b>\$ 16,983</b>
<b>TOTAL FEES: BID PHASE AND CONSTRUCTION PHASE SERVICES</b>							<b>\$ 20,349</b>
<b>ADDITIONAL SERVICES:</b>							
<b>Task 9: Geotechnical Analysis</b>							
9.A Geotechnical Analysis							\$ 30,000
<b>Subtotal Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	
<b>Subtotal Fee</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ 30,000</b>
<b>Task 10: Environmental Analysis</b>							
10.A Environmental Analysis							\$ 12,500

**Attachment "B"**  
**Bayside Terrace Subdivision Drainage Improvements**

Date: 11/27/2019

Revision:

Revision 2:

	Principal / Managing Director	Project Manager	Project Engineer	Senior CADD Technician	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 210	\$ 165	\$ 114	\$ 75	\$ 60		
<b>Subtotal Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	
<b>Subtotal Fee</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ 12,500</b>
<b>TOTAL FEES: ADDITIONAL SERVICES</b>							<b>\$ 42,500</b>
<b>TOTAL FEES: PROJECT MANAGEMENT, PRELIMINARY DESIGN, FINAL DESIGN, BID AND CONSTRUCTION PHASE SERVICES, AND ADDITIONAL SERVICES</b>							<b>\$ 420,713</b>



**Revised November 29, 2019**

Mr. Lorenzo Wingate, P.E.  
City Engineer  
City of La Porte  
2963 N 23<sup>rd</sup> Street  
La Porte, TX 77571

**Re: Avenue H/Sens Road & Phase III of F216-00-00 Drainage Project**

**Dear Mr. Wingate:**

5e Engineering, llc (**5e**) is pleased to offer our services the H&H analysis and Final Design for Avenue H/Sens Road and Phase III of F216-00-00. This proposal is a summary of the services needed to complete the analysis and design.

### BASIC SERVICES

**Coordination & Meetings** – **5e** will meet with the City of La Porte for the project kickoff and for progress meetings throughout the final design phase.

**Drainage Analysis** – The attached proposal by **5e** includes the efforts for the alternative analysis and impact analysis for the selected alternative.

**Final Design (PS&E)** – Stuart Consulting Group will perform the final design for the Sens Road improvements and Phase III of F216. The exact scope for the Sens Road improvements are unknown until the drainage analysis is complete. For this proposal, it is assumed that the Sens Road improvements are limited to additional conveyance between Avenue H and the headwaters of F216.

**Surveying** – Kuo & Associates will perform the as-built survey for Sens Road and Phase III of F216. It is assumed that no additional ROW will be acquired as part of this project.

**Geotechnical Services** – Geotest Engineering, Inc. will perform the geotechnical investigation and provide recommendations for the proposed project. The attached proposal includes the efforts for these services.

**Bid Phase Services** – This task includes bid phase services for the proposed project.

**Fee** – The fee for performing the above scope of services is **\$797,689** and will be billed monthly.

**Exclusions:**

1. The proposal is valid for 30 days from this date and may be extended upon approval from our office.

Please feel free to call at 832-800-3483 (Ext. 101) or email me at [kelly@5engineering.com](mailto:kelly@5engineering.com) with any comments or questions. We look forward to working with you on this endeavor.

**Sincerely,**



**Kelly Humphries, P.E.**  
**Principal**

**ACCEPTANCE:** Client, in consideration of the terms and conditions of the Proposal and General Conditions of Agreement which are fully set forth herein, does hereby accept this Proposal and General Conditions of Agreement as the complete and final Agreement with 5engineering, LLC for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

**ACCEPTED BY:** Client's Authorized Representative:

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

**Sens Road & F216 Phase III Drainage Project  
Level of Effort**

Task Description	PE	EIT	Subconsultant	Cost
	\$200	\$125	Fee	(\$)
<b>BASIC SCOPE OF SERVICES</b>				
<b>Coordination &amp; Meetings (5e)</b>				
Meetings (6)	12	24		\$ 5,400
<b>Drainage Analysis (5e)</b>				\$ 146,570
<b>Final Design (SCG)</b>				
Phase III F216			\$ 200,000	\$ 216,000
Avenue H/Sens Road			\$ 150,000	\$ 162,000
<b>Survey (Kuo)</b>				
Phase III F216			\$ 27,372	\$ 29,562
Avenue H/Sens Road			\$ 32,375	\$ 34,965
<b>Geotechnical (Geotest)</b>				
Phase III F216			\$ 16,357	\$ 17,666
Avenue H/Sens Road			\$ 18,953	\$ 20,469
<b>Bid Phase Services (5e &amp; SCG)</b>				
Attend Pre-Bid Meeting	2		\$ 1,000	\$ 1,480
Respond to Bidder Inquiries	2		\$ 1,000	\$ 1,480
Bid Tabulations	2		\$ 2,000	\$ 2,560
<b>Contingency- 25%</b>				\$ 159,538
<b>SUBTOTAL FOR BASIC SERVICES</b>	<b>18</b>	<b>24</b>		<b>\$ 797,689</b>

**November 29, 2019**

Mr. Lorenzo Wingate, P.E.  
City Engineer  
City of La Porte  
2963 N 23<sup>rd</sup> Street  
La Porte, TX 77571

**Re: Avenue H/Sens Road and Phase III F216-00-00 Drainage Analysis  
Hydrology & Hydraulic Modeling**

**Dear Mr. Wingate:**

5engineering, llc (**5e**) is pleased to offer our services for the Avenue H/Sens Road Area Drainage Analysis. Sens Road was expanded in 2014, and the plans included a detention pond west of Sen's between North D Street and North Avenue H, directly across Sen's Road from Little Cedar Bayou (HCFCD Unit #F216-00-00). This analysis includes determining the existing drainage areas, contributing flows, and developing hydrologic and hydraulic (H&H) models to illustrate the drainage patterns and capacities in the area. The study area will be focused on the area of detention, the roadside ditches along North H Avenue, as well as Phase III of F216-00-00. **Note:** This proposal is a detailed break-down of the hydrology & hydraulic (H&H) tasks being performed by **5e** (Prime), which has been included as a summary of the overall project scope.

## BASIC SERVICES

### **Project Management**

- **Meetings and Coordination** – **5e** anticipates three (3) meetings for this project, including a project kick-off meeting with La Porte and another meeting to discuss preliminary findings of the modeling once the project is finalized. The third meeting will take place with Harris County Flood Control District (HCFCD) for the impact analysis portion of the project.
- **Collect & Review As-Builts/Reports** – As-builts and/or reports pertinent to the analysis will be collected from the City of La Porte, Harris County, and other entities. This information will be reviewed for incorporation into the modeling tasks detailed below.
- **Field Visit** – **5e** will performed a field visit to collect information on the Sen's Road drainage system for use in the analysis detailed below.
- **Monthly Reporting** – **5e** will provide monthly status reports to the City, including subconsultants' work progress for the duration of the project.

**Existing Hydrology** – This task includes developing the hydrologic parameters and drainage areas.

- **Delineate Drainage Areas** – The 2018 LiDAR will be used to determine existing flow paths and other drainage area characteristics necessary to delineate drainage areas.
- **Develop Peak Flows** – Harris County Flood Control District has adopted Atlas 14 rainfall. The peak flows for the 2-, 10- and 100-year storm frequencies will be developed consistent with HCFCD's latest PCPM.

- **Develop Hydrographs** – Hydrographs will be developed for each drainage area for the 2-, 10-, and 100-year storm frequencies consistent with HCFCD’s current Basin Development Factor (BDF) methodology.
- **Update HEC-HMS Model** – The Effective hydrologic model for F216 will be updated to reflect current conditions and to establish flows to be input into the existing hydraulic models.

**Existing Hydraulics (F216-00-00)** – This task includes updating the steady-state Effective hydraulic model for F216 and converting to unsteady.

- **Update HEC-RAS Model with As-Builts** – Using available as-builts/reports, the Effective hydraulic model will be updated.
- **Develop 2-, 10- and 100-Yr Runs (Unsteady 1D)** – Using the existing conditions hydrologic model hydrographs, the 2-, 10- and 100-year unsteady RAS simulations will be developed.
- **Quantify WSEs** – Water surface elevations (WSEs) will be quantified for the unsteady RAS model for the 2-, 10-, and 100-year storm events.

**Existing Hydraulics (Roadway)** – This task includes developing new hydraulic model for Sens Rd.

- **Develop 1D-2D SWMM Model** – Using available as-builts, reports, and LiDAR data, a 2D SWMM model will be developed.
- **Develop 2-, 10- and 100-Yr Runs (Unsteady 1D-2D)** – Using the existing conditions hydrologic model hydrographs, the 2-, 10- and 100-year SWMM simulations will be developed.
- **Quantify WSEs** – Water surface elevations (WSEs) will be quantified for the SWMM for the 2-, 10-, and 100-year storm events.

**Proposed Hydraulics (F216-00-00)** – This task includes modifying the existing unsteady RAS model to incorporate the proposed changes on F216-00-00.

- **Proposed HEC-RAS Model** – The team will develop a proposed channel improvement section for the F261-00-00 ditch between W. Barbours Cut Boulevard and W. Main Street. The hydraulic model will be updated to include this proposed section.
- **Quantify WSEs** – Water surface elevations (WSEs) will be quantified for the unsteady RAS model for the 2-, 10-, and 100-year storm events.

**Proposed Hydraulics (Roadway)** – This task includes developing three (3) improvement alternatives for Sens Rd.

- **Alternative 1 (Reconfigure Storm Sewer and Pond Connections)** – Alternative 1 will consider reconfiguring the storm sewer and pond connections to the existing detention pond on the west side of Sens Road.
- **Alternative 2 (Additional Conveyance Along Sens Road)** – Alternative 2 will consider increasing the conveyance along Sens Road.
- **Alternative 3 (Expand Pond)** – Alternative 3 will consider expanding the existing detention pond on the west side of Sens Road.
- **Quantify WSEs** – Water surface elevations (WSEs) will be quantified for the SWMM for the 2-, 10-, and 100-year storm events for each alternative.

**Construction Cost Estimates** – Construction cost estimates will be developed for the 3 Sens Road alternates to assist the City in selecting a desired alternative.

**Deliverables** – This task includes an alternatives technical memo to document the 3 alternatives presented and an impact analysis to submit the selected project to HCFCD.

- **Alternative Summary Technical Memo** – The deliverable will include a technical memo that includes documentation of the procedures and methodologies used for the project. Three alternatives will be presented including construction cost estimates. Exhibits will be developed as meeting material to help clarify the modeling results. The hydraulic (HEC-RAS/SWMM) and hydrologic (HEC-HMS) models will also be provided to the City as part of this analysis.
- **Impact Analysis** – The deliverable will include an impact report to be submitted to HCFCD.

**Fee and Schedule** – The fee for performing the above scope of services is **\$146,570** and will be billed monthly. The proposed services will be completed within **5 months** of notice to proceed and receipt of as-built plans and reports (if available).

**Exclusions:**

1. The proposal is valid for 30 days from this date and may be extended upon approval from our office.

Please feel free to call at 832-800-3483 (Ext. 101) or email me at [Kelly@5engineering.com](mailto:Kelly@5engineering.com) with any comments or questions. We look forward to working with you on this endeavor.

Sincerely,



**Kelly Humphries, P.E.**  
**Principal**

**ACCEPTANCE:** Client, in consideration of the terms and conditions of the Proposal and General Conditions of Agreement which are fully set forth herein, does hereby accept this Proposal and General Conditions of Agreement as the complete and final Agreement with 5engineering, LLC for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

**ACCEPTED BY:** Client's Authorized Representative:

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

**Sens Road & F216 Phase III Drainage Study  
Level of Effort**

Task Description	PE	EIT	Cost
	\$185	\$125	(\$)
<b>BASIC SCOPE OF SERVICES</b>			
<b>Project Management</b>			
<b>Coordination &amp; Meetings</b>			
Meetings (3)	6	12	\$ 2,610
Field Visit	4	4	\$ 1,240
<b>Collect &amp; Review As-Builts/Reports</b>			
Roadway Plans (including detention)	2	4	\$ 870
F216 Phase II As Builts	2	4	\$ 870
Effective Models	2	4	\$ 870
Proposed F216 Plans	2	4	\$ 870
<b>Monthly Reporting</b>			
Monthly Status Updates (Including Subs)	9	9	\$ 2,790
<b>Project Management Subtotal</b>	<b>27</b>	<b>41</b>	<b>\$ 10,120</b>
<b>Existing Conditions</b>			
<b>Existing Conditions - Hydrology</b>			
<i>F216 Hydrology</i>			
Update Drainage Areas based on 2018 LiDAR	2	4	\$ 870
Develop Basin Parameters (BDF Methodology)	16	40	\$ 7,960
Update Meteorological Model to Atlas 14	4	8	\$ 1,740
Update SV-SQ Relationships (3 reaches)	8	16	\$ 3,480
<i>Roadway Hydrology</i>			
Delineate Drainage Areas	4	16	\$ 2,740
Develop Peak Flows (2-, 10-, & 100-Yr)	2	8	\$ 1,370
Develop Hydrographs (2-, 10-, & 100-Yr)	8	24	\$ 4,480
<b>Existing Conditions - Hydraulics</b>			
<i>F216 Hydraulics</i>			
Update HEC-RAS Model with As-Builts	8	40	\$ 6,480
Develop 2-, 10- and 100-Yr Runs (Unsteady 1D)	16	40	\$ 7,960
Quantify WSEs	2	4	\$ 870
<i>Roadway Hydraulics</i>			
Develop 1D-2D SWMM model for Sens Road System	24	60	\$ 11,940
Develop 2-, 10- and 100-Yr Runs	2	8	\$ 1,370
Quantify WSEs	2	4	\$ 870
<b>Existing Conditions Subtotal</b>	<b>96</b>	<b>272</b>	<b>\$ 52,130</b>

**Sens Road & F216 Phase III Drainage Study  
Level of Effort**

Task Description	PE	EIT	Cost
	\$185	\$125	(\$)
<b>Proposed Conditions</b>			
<b>Proposed Conditions - Hydrology</b>			
<i>F216 Hydrology</i>			
Updated SV-SQ for 2 reaches	8	30	\$ 5,230
Quantify Flows	2	4	\$ 870
<b>Proposed Conditions - Hydraulics</b>			
<i>F216 Hydraulics</i>			
Update HEC-RAS Model with Proposed F216 (5e prop. section)	24	80	\$ 14,440
Update Flows	8	16	\$ 3,480
Quantify WSEs	2	4	\$ 870
<i>Roadway Hydraulics</i>			
Alternate 1: Reconfigure Storm Sewer and Pond Connections	16	40	\$ 7,960
Quantify Benefits of Alternate 1	4	8	\$ 1,740
Alternate 2: Additional Conveyance Along Sens Roac	16	40	\$ 7,960
Quantify Benefits of Alternate 2	4	8	\$ 1,740
Alternate 3: Expand Pond	16	40	\$ 7,960
Quantify Benefits of Alternate 3	4	8	\$ 1,740
Quantify WSEs	4	8	\$ 1,740
<b>Proposed Conditions Subtotal</b>	<b>108</b>	<b>286</b>	<b>\$ 55,730</b>
<b>Cost Estiamtes, Deliverableas, &amp; ODCs</b>			
<b>Construction Cost Estimates</b>			
Alternate 1	4	8	\$ 1,740
Alternate 2	4	8	\$ 1,740
Alternate 3	4	8	\$ 1,740
<b>Reports</b>			
<i>Sens Road Alternate Summary</i>			
Technical Memo	12	8	\$ 3,220
Exhibits (Meeting Material)	4	16	\$ 2,740
Models (HEC-HMS, HEC-RAS, SWMM)	2	4	\$ 870
<i>Impact Analysis</i>			
Report	24	16	\$ 6,440
Tables	8	24	\$ 4,480
Exhibits	8	24	\$ 4,480
Models (HEC-HMS, HEC-RAS, SWMM)	2	4	\$ 870
<b>Other Direct Costs</b>			
Reproduction			\$ 120
Mileage			\$ 150
<b>Cost Estiamtes, Deliverableas, &amp; ODCs Subtotal</b>	<b>72</b>	<b>120</b>	<b>\$ 28,590</b>
<b>SUBTOTAL FOR BASIC SERVICES</b>	<b>304</b>	<b>719</b>	<b>\$ 146,570</b>



10300 Westoffice Drive, Ste. 800  
Houston, TX 77042  
Phone: (713) 975-8769  
Fax: (713) 975-0920  
Engineering Firm Reg. No. F-4578  
Surveying Firm Reg. No. 10075600  
www.kuoassociates.com

November 29, 2019

Ms. Liz Parent, P.E., CFM  
Principal  
5 Engineering, LLC  
11200 Westheimer Rd. #353  
Houston, TX 77042

**Re: Topographic Surveying Services for City of La Porte Drainage Project**

Dear Ms. Parent:

Kuo & Associates, Inc. is pleased to submit this proposal to perform Surveying services for the following items for the above referenced project.

1. Topographic Surveying for HCFCD Channel Unit # F216-00-00 between W. Barbours Cut Blvd. and Spencer Hwy for an approximate 3155 linear feet long channel widening.
2. Topographic Surveying for expanding an existing 2.686 acres detention pond Located West of Sens Road across from F216-00-00 channel south of N. Avenue H.
3. Topographic Surveying for a total of 1800 linear feet of Sens Road roadway survey from 100' north of N. Avenue H intersection to 1500' south of N. Avenue H intersection and 200' along N. Avenue H west of said intersection.
4. Boundary Surveying for Proposed Easement Parcels (Optional Service).

The scope, schedule and fees of above mentioned services are described below:

**SCOPE OF WORK**

**Item-1: Topographic Surveying for HCFCD Channel Unit # F216-00-00 between W. Barbours Cut Blvd. and Spencer Hwy.**

Topographic survey will be performed for the existing HCFCD Channel Unit Number P216-00-00. At this point the length of channel to be surveyed is approximate 3,155 linear feet and the width of channel to be surveyed will be 60' wide if accessible. Survey shall conform to all requirements of City of La Porte and Category 6 survey of TSPS Manual as applicable. In general, the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. The nearby TSARP monument will also be tied to the survey as benchmark.
2. Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided as necessary.
3. A survey control map (22x34 size mylar) will be prepared showing swing ties to traverse and baseline points as well as TBM's. The survey control map will be signed and sealed by a responsible professional in charge of the project.
4. Survey cross sections across channel (P216-00-00) at every 100 feet along center line of the channel.
5. All planimetric features will be surveyed along the channel right-of-way +30' on either side as accessible.
6. Trees with more or less 4" or larger in caliper size will be surveyed. For areas being heavily wooded, we will survey only up to the edge of wooded area.
7. Structure detail at the outfall to the channels including flowline, culvert size, shape, and material.
8. Bridges survey at W. Barbours Cut Blvd. and Spencer Hwy.
9. Limited brushes clearing will be performed along channel highbank for cross section survey.

10. All visible existing utilities (i.e. manholes, culverts, power poles, etc.) will be located and pipe size and flow line measure downs in the manholes and inlets (that can be opened) will be obtained. Utilities will also be located with Level B SUE through One Call Services, as applicable. Elevations on existing pipelines/conduits will be taken as uncovered by others.
11. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
12. Plan view drawings will be prepared containing all topographic information and visible utility features in AutoCAD and/or Microstation format.
13. Adjoining property owners will be contacted for obtaining access to the properties as needed. Assistance of Harris County and your office may be necessary.
14. DTM will be prepared for delineation of ground contours.

**Item-2: Topographic Surveying for expanding an existing 2.686 acres detention pond**

Survey shall conform to all requirements of City of La Porte and Category 6 survey of TSPS Manual as applicable. The area to be surveyed will be approximately 2.686 acres of existing detention pond plus additional 1.5 acres (assumed) pond expansion in the wooded area north of existing detention pond. In general, the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. The nearby TSARP monument will also be tied to the survey as benchmark.
2. Ground elevation spots at an approximately 100-foot grid pattern plus areas with apparent grade breaks
3. All planimetric features will be surveyed within the existing detention pond.
4. All visible existing utilities (i.e. manholes, culverts, power poles, etc.) will be located and pipe size and flow line measure downs in the manholes and inlets (that can be opened) will be obtained. Utilities will also be located with Level B SUE through One Call Services, as applicable. Elevations on existing pipelines/conduits will be taken as uncovered by others.
5. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
6. Limited brushes clearing will be performed in the wooded area for the ground elevation survey.
7. Plan view drawings will be prepared containing all topographic information and visible utility features in AutoCAD and/or Microstation format.
8. Boreholes will be located in the field and included in the drawing and spreadsheet with borehole information will be provided for use of Geotechnical and Environmental studies.
9. Adjoining property owners will be contacted for obtaining access to the properties as needed. Assistance of Harris County and your office may be necessary.
10. DTM will be prepared for delineation of ground contours.

**Item-3: Topographic Surveying for Sens Road**

Topographic Survey will be done along Sens Road from 100' north of N. Avenue H intersection to 1500' south of N. Avenue H intersection and 200' along N. Avenue H west of said intersection. Survey shall conform to all requirements of City of La Porte and Category 6 survey of TSPS Manual as applicable. In general, the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. The nearby TSARP monument will also be tied to the survey as benchmark.
2. Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided as necessary.
3. A survey control map (22x34 size mylar) will be prepared showing swing ties to traverse and baseline points as well as TBM's. The survey control map will be signed and sealed by a responsible professional in charge of the project.
4. Cross sections will be surveyed at every 100 feet interval along the project route for a width beyond 30' of existing ROW as accessible.
5. All planimetric features will be surveyed along the road right-of-way +30' on either side as accessible.
6. Trees with more or less 4" or larger in caliper size will be surveyed.

7. All visible existing utilities (i.e. manholes, culverts, power poles, etc.) will be located and pipe size and flow line measure downs in the manholes and inlets (that can be opened) will be obtained. Utilities will also be located with Level B SUE through One Call Services, as applicable. Elevations on existing pipelines/conduits will be taken as uncovered by others.
8. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
9. Plan view drawings will be prepared containing all topographic information and visible utility features in AutoCAD and/or Microstation format.
10. Boreholes will be located in the field and included in the drawing and spreadsheet with borehole information will be provided for use of Geotechnical and Environmental studies.
11. Adjoining property owners will be contacted for obtaining access to the properties as needed. Assistance of Harris County and your office may be necessary.
12. Coordinate with private utility companies, Harris County, Municipal Utility District and City of Houston for record drawings
13. Perform utility research and delineation of underground utility lines from available record drawings and surveyed information
14. Prepare profile for ground lines corresponding to the center line of the street/alignment, center line of the ditch/curb lines, right-of-way lines
15. Prepare profile view of existing utilities from available record and field information
16. DTM will be prepared for delineation of ground contours.

To our understanding the following are **excluded** from the scope of this proposal

- Any Level A SUE category survey
- Surveying trees within the wooded area adjoining road
- Surveying any confined space of large manhole structure (if any)
- Surveying any new changes or additions along the project corridor once survey is completed under the scope of this proposal

**Item-4: Boundary Surveying for Proposed Easement Parcels (Optional Service)**

Boundary survey will be performed for preparing parcel plat and metes and bounds description for acquiring Right-of-way/Easement parcel in reference to this project if required for channel widening or detention pond expanding. At this point the exact number of parcels and locations of the parcels are not decided/known yet.

Survey will comply with Category 1A, Condition 2 survey of the latest TSPS Manual and City of La Porte survey requirements as applicable/feasible. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96) and datum NAVD 88. In conformance, the scope of work will include the following:

- Surveying the parcel area as necessary to reflect latest condition and to include any structures 60' outside the right-of-way if impacting the acquisition parcel
- Searching and surveying monuments for establishing boundary of the site.
- Abstracting and deed research for the site and adjoining properties.
- Review deeds as necessary
- Preparing plat map drawing for each parcel
- Preparing metes and bound description for the parcel
- Map check closure for the parcel
- Setting the parcel on the ground as appropriate

The deliverables will be signed and sealed parcel plat, field notes and supporting last deed of record for each parcel.

**FEE AND SCHEDULE:**

Estimated fees and schedule for all the Items are listed below:

Item	Services	Tasks	Fee	Schedule
Item-1	Topographic Surveying for HCFC Channel	Approx. 3,155 linear feet	<b>\$27,372.00</b>	45 days
Item-2	Topographic Surveying for Detention Pond	Approx. 2.686 ac. exist. pond and assume 1.5 ac. prop. pond	<b>\$14,366.00</b>	21 days
Item-3	Topographic Surveying for Sens Road	Approx. 1,800 linear feet	<b>\$18,009.00</b>	30 days
Item-4	Boundary Surveying for Easement Parcel (Optional Service)	Per parcel	<b>\$2,500.00</b>	7 days per parcel

\* days are in calendar days, all days are concurrent

Details on the level of efforts are shown in the attached tables.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



Ren Chyun Steven Weng, P.E., RPLS  
Vice President

**ITEM 1 – TOPOGRAPHIC SURVEY FOR HCFC CHANNEL – LEVEL OF EFFORTS:**

Level of Efforts Topographic Surveying for HCFC Channel (assume 3155 L.F. long)									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	Survey Tech \$90.00	CADD \$81.00	Crew \$145.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls		1	2		4	7	\$890.00	<b>\$4,548.00</b>
	Tie to Benchmark			1		2	3	\$380.00	
	Horizontal control work			1		4	5	\$670.00	
	Vertical control work			2		8	10	\$1,340.00	
	Prepare Survey control map		2	4	8		14	\$1,268.00	
<b>Topo Survey</b>	Surveying channel & topo features			24		56	80	\$10,280.00	<b>\$21,780.00</b>
	One Call coordination			2			2	\$180.00	
	Trees survey			2		8	10	\$1,340.00	
	Bridges survey			4		12	16	\$2,100.00	
	Limited brushes clearing			2		16	18	\$2,500.00	
	Preparing topo plan			8	40		48	\$3,960.00	
	Coordination for access			4			4	\$360.00	
	QA/QC		4	2			6	\$700.00	
	Proj Management	2					2	\$360.00	
<b>DTM Model</b>	Preparation of DTM model			8	4		12	\$1,044.00	<b>\$1,044.00</b>
<b>Total</b>									<b>\$27,372.00</b>

**ITEM 2 - TOPOGRAPHIC SURVEY FOR DETENTION POND – LEVEL OF EFFORTS:**

Level of Efforts Topographic Surveying for Detention Pond									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	Survey Tech \$90.00	CADD \$81.00	Crew \$145.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls		1	2		4	7	\$890.00	<b>\$2,410.00</b>
	Tie to Benchmark			1		2	3	\$380.00	
	Horizontal control work			1		2	3	\$380.00	
	Vertical control work			2		4	6	\$760.00	
<b>Topo Survey</b>	Surveying Detention Pond & topo features			12		32	44	\$5,720.00	<b>\$11,614.00</b>
	One Call coordination			2			2	\$180.00	
	Limited brushes clearing			2		16	18	\$2,500.00	
	Preparing topo plan			4	24		28	\$2,304.00	
	Borehole survey			1		2	3	\$380.00	
	Coordination for access			1			1	\$90.00	
	QA/QC		2				2	\$260.00	
	Proj Management	1						\$180.00	
<b>DTM Model</b>	Preparation of DTM model			2	2		4	\$342.00	<b>\$342.00</b>
<b>Total</b>									<b>\$14,366.00</b>

**ITEM 3 – TOPOGRAPHIC SURVEY FOR SENS ROAD – LEVEL OF EFFORTS:**

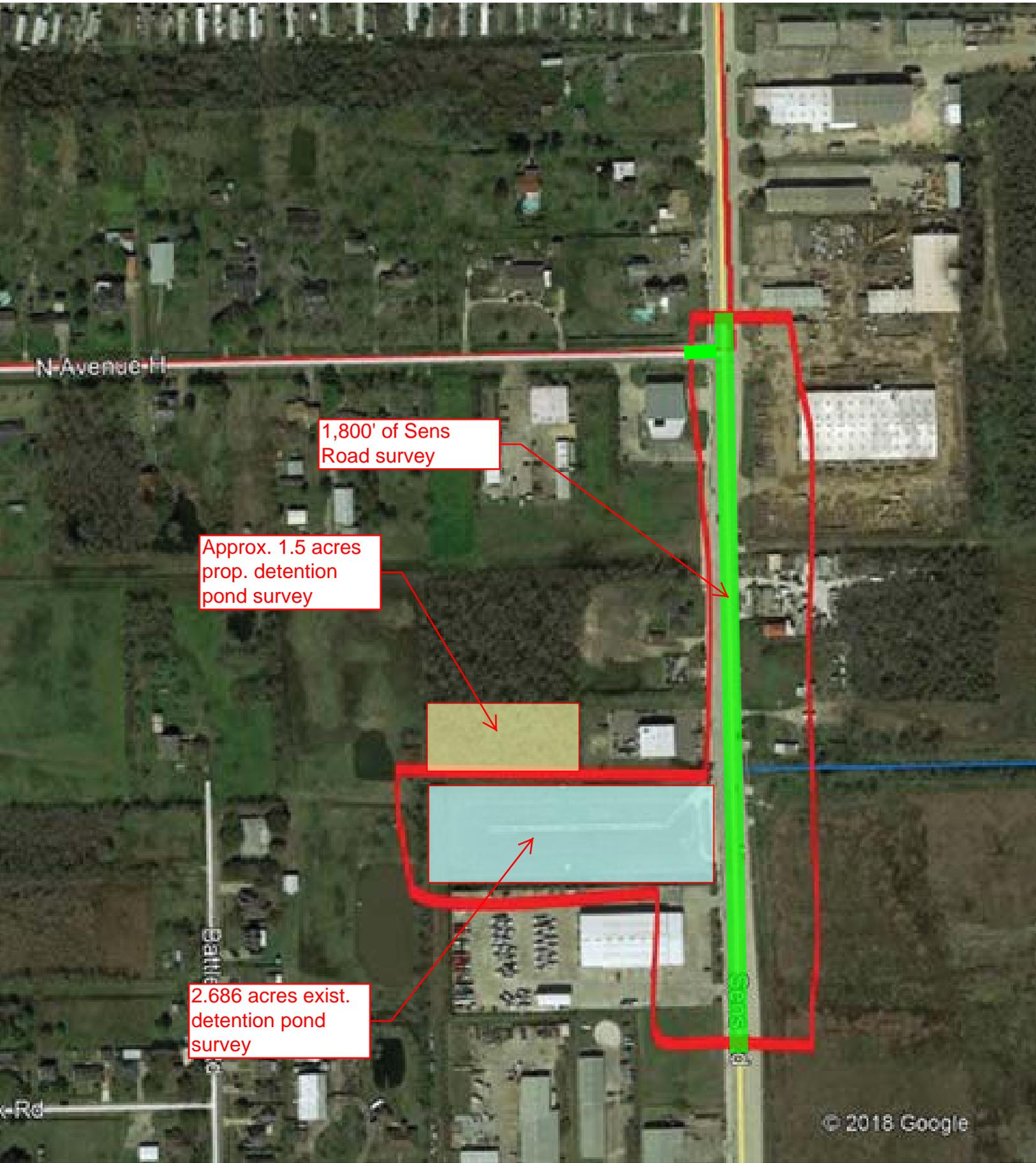
<b>Level of Efforts Topographic Surveying for Sens Road</b>									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	Survey Tech \$90.00	CADD \$81.00	Crew \$145.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls		1	2		2	5	\$600.00	<b>\$2,771.00</b>
	Tie to Benchmark			1		1	2	\$235.00	
	Horizontal control work			1		2	3	\$380.00	
	Vertical control work			2		4	6	\$760.00	
	Prepare Survey control map		1	2	6		9	\$796.00	
<b>Topo Survey</b>	One Call coordination			2			2	\$180.00	<b>\$14,194.00</b>
	Surveying roadway & topo features			16		36	52	\$6,660.00	
	Tree survey			1		2	3	\$380.00	
	Manhole inverts			1		2	3	\$380.00	
	Borehole survey			1		2	3	\$380.00	
	Preparing topo plan			8	24		32	\$2,664.00	
	As built and utility drawing research			2			2	\$180.00	
	Preparation of 2D utility plan			2	4		6	\$504.00	
	Preparation/update of 2D profile			2	16		18	\$1,476.00	
	Traffic control						0	\$500.00	
	QA/QC		2	2			4	\$440.00	
	Coordination for access			1			1	\$90.00	
	Proj Management		2				2	\$360.00	
<b>DTM Model</b>	Preparation of DTM model			8	4		12	\$1,044.00	<b>\$1,044.00</b>
<b>Total</b>									<b>\$18,009.00</b>

**ITEM 4 – BOUNDARY SURVEY FOR EASEMENT PARCEL (OPTIONAL SERVICE) – LEVEL OF EFFORTS PER PARCEL:**

Level of Efforts Boundary Survey for Easement Parcel									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	Survey Tech \$90.00	CADD \$81.00	Crew \$145.00	Hrs	Cost	Total
<b>Easement Parcel Survey</b>	Search & survey boundary monuments			1		2	3	\$380.00	<b>\$2,579.00</b>
	Abstracting							\$150.00	
	Deed research			3			3	\$270.00	
	Preparation of boundary plat			2	4		6	\$504.00	
	Preparation of metes and bounds		1	2			3	\$310.00	
	Set boundary corners			1		3	4	\$525.00	
	QA/QC		2				2	\$260.00	
	Proj Management	1						\$180.00	
<b>Total</b>								<b>\$2,579.00</b>	
									<b>say, \$2,500.00/parcel</b>



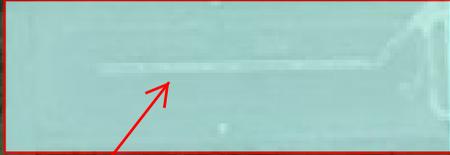
Approx. 3,155'  
channel survey



N-Avenue-H

1,800' of Sens Road survey

Approx. 1.5 acres prop. detention pond survey



2.686 acres exist. detention pond survey



# GEOTEST ENGINEERING, INC.

*Geotechnical Engineers & Materials Testing*

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

**Proposal No. 1140471399**

November 27, 2019

Ms. Liz Parent, P.E., CFM  
Principal  
5 Engineering  
11200 Westheimer Rd #353  
Houston, TX 77042

**Reference: Proposal for Geotechnical Investigation  
North Avenue H Drainage Improvements  
City of La Porte, Texas**

Dear Ms. Parent,

In accordance with your e-mail request, Geotest Engineering, Inc. (Geotest) is pleased to present this cost proposal for geotechnical investigation of the referenced project. The project involves the following:

Part 1: Widening of approximately 3155 linear feet (LF) of existing channel which will be used as inline detention with a width ranging from 50 to 60 feet and is bounded by W Barbours Cut Blvd to the north, Spencer Highway to the south, N 16<sup>th</sup> Street to the west and N 11<sup>th</sup> Street to the east in City of La Porte, Texas. Based on the available information, it is our understanding that the maximum channel depth is about 10 feet.

Part 2: The project also includes drainage improvements at the area near the intersection of North Avenue H and Sens Road in City of La Porte, Texas. The proposed improvements are constructed by either (1) increasing the capacity of the existing detention facility located West of Sens Road across from the HCFCD F216-00-00 channel south of North Avenue H by deepening the basin from 5 feet to 10 feet, or (2) installing a new 1000 LF of storm sewer (diameter currently unknown) along Sens Road at a maximum invert depth of about 10 feet from the intersection of North Avenue H running south. It is understood that the proposed storm sewer is installed by open-cut method of construction.

## Purpose and Scope

The purposes of this investigation are to evaluate the soil and water level conditions and to provide geotechnical recommendations for the proposed channel widening (approximately 3155 LF of inline detention) and detention deepening (located West of Sens Road across from the HCFCD F216-00-00 channel) or storm sewer installation along Sens Road in accordance with Harris County Guidelines. Based on the information provided to us during our phone conversation on November 27, 2019, the scope of this investigation will consist of the following:

- Obtaining utilities clearance for all the boring locations, Harris County Flood Control Department (HCFCD) Right-of-Entry (ROE) permit and lane closure permit (if necessary) for the borings.
- Core the existing concrete pavement for boring access.
- Drill and sample:
  - four (4) 20-foot borings for the proposed channel widening (inline detention)
  - two (2) 20-foot borings for the deepening of existing detention facility or two (2) 15-foot borings for the proposed storm sewer installation.
- Convert one (1) 20-foot boring into piezometer for deepening of detention facility.

The boring spacing is no greater than 750 feet. The proposed boring program is provided in Attachment No. 1.

- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Performing appropriate laboratory tests on selected representative samples to develop the engineering properties of the soils. Consolidated Undrained (CU) Triaxial Tests, Pinhole and crumb tests will also be performed in accordance with HCFCD guidelines.
- Perform engineering analyses to develop geotechnical recommendations for the design of the proposed structures. The recommendations as a minimum will include the following:
  - Provide safe side slope recommendations for the proposed channel widening and detention facility deepening per HCFCD guidelines.
  - Develop recommendations of the open cut construction of the proposed storm sewer line including storm sewer bedding, groundwater control, trench safety and construction considerations.
- Submit a geotechnical report in accordance with HCFCD Guidelines, containing a plan showing the locations of the borings and recommendations as outlined above.

Schedule and Fees

We should be able to start the fieldwork within one (1) week after receiving your written authorization or one (1) week after HCFCFCD Right-of Entry Permit, whichever is latest. It is estimated that the fieldwork will be completed in about one (1) week barring bad weather. The laboratory tests will be completed in about four weeks (4) weeks. The preliminary boring logs will be submitted in six (6) weeks and the draft report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after receiving your receiving the written authorization.

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses, and a final complete geotechnical report are given below.

Part 1 - Channel Widening (Attachment No. 2)	\$16,357.00
Part 2a - Detention pond deepening (Attachment No. 3a)	\$11,132.00
Or	
Part 2b - Storm Sewer Installation (Attachment No. 3b)	\$7,821.00
Total (Part 1 & 2a)	\$27,489.00
or	
Total (Part 1 & 2b)	\$24,178.00

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal authorization by accepting our proposal.

Sincerely,  
**GEOTEST ENGINEERING, INC.**  
**TBPE Firm Registration No. F-410**



Guruprasad Varma Dommaraju, E.I.T.  
Graduate Engineer



Mohan Ballagere, P.E.  
Vice President

MB\gd  
Copies Submitted: (1-PDF)  
Enclosure: Attachment No. 1- Proposed Boring/Piezometer Program  
Attachment Nos. 2, 3a or 3b - Cost Breakdown

**Attachment No. 1  
 PROPOSED BORING/PIEZOMETER PROGRAM**

Structure Type	Proposed Boring		
	Number	Depth (feet)	Footage (feet)
Channel Widening (3155 LF of Inline Detention, approximately 10 ft. deep)	4	20	80
<b>Total</b>	<b>4</b>		<b>80</b>

Structure Type	Proposed Boring			Proposed Piezometer		
	Number	Depth (feet)	Footage (feet)	Number	Depth (feet)	Footage (feet)
Detention Deepening (approximately 2.5 Acres and 10 ft. deep)	2	20	40	1	20	20
<b>Total</b>	<b>2</b>		<b>40</b>	<b>1</b>		<b>20</b>

Structure Type	Proposed Boring		
	Number	Depth (feet)	Footage (feet)
Storm Sewer Installation (approximately 1000 LF and 10 ft. deep)	2	15	30
<b>Total</b>	<b>2</b>		<b>30</b>

**Attachment No. 2**  
**COST BREAKDOWN - Channel Widening (Inline Detention)**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
<b>Engineering Services</b>			
Sr Project Manager	3 hrs.	\$206.00	\$618.00
Sr Engineer	6 hrs.	\$183.00	\$1,098.00
Project Engineer	9 hrs.	\$149.00	\$1,341.00
Graduate Engineer	36 hrs.	\$101.00	\$3,636.00
Support Personnel (Drafting, Word Processing)	6 hrs.	\$60.00	\$360.00
<b>Desktop Fault Investigation</b>			
Sr Engineer	1 hrs.	\$183.00	\$183.00
Project Engineer	4 hrs.	\$149.00	\$596.00
		Subtotal	<b>\$7,832.00</b>
<b>Direct Expenses</b>			
<b>Subsurface Field Investigation</b>			
Mobilization/Demobilization of Buggy Mounted Drill Rig and Crew	1 ea.	\$349.00	\$349.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	80 ft.	\$21.00	\$1,680.00
Grouting of Completed Boreholes	80 ft.	\$10.00	\$800.00
Marking the Borings, Utility Clearance, Drilling and Field Coordination	10 hrs.	\$65.00	\$650.00
ATV Surcharge for Drilling	80 ft.	\$7.00	\$560.00
Vehicle Charge (field coordination and water level readings)	7 hrs.	\$10.00	\$70.00
		Subtotal	<b>\$4,109.00</b>
<b>Laboratory Tests</b>			
Liquid and Plastic Limits	8 ea.	\$62.00	\$496.00
Moisture Content	32 ea.	\$9.00	\$288.00
Percent Passing No. 200 Sieve	7 ea.	\$48.00	\$336.00
Sieve Analysis through No. 200 Sieve	3 ea.	\$57.00	\$171.00
Sieve Analysis w/ Hydrometer	2 ea.	\$128.00	\$256.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage	8 ea.	\$63.00	\$504.00
Specific Gravity of Soils	1 ea.	\$59.00	\$59.00
<i>Consolidated-Undrained (CU) Triaxial Compression with Back Pressure and Pore Pressure Measurement - 3 Specimens</i>	1 ea.	\$1,800.00	\$1,800.00
<i>Double Hydrometer (to determine erosion characteristics of channel embankment soils)</i>	2 ea.	\$177.00	\$354.00
<i>Crumb Test (to determine erosion characteristics of channel embankment soils)</i>	4 ea.	\$38.00	\$152.00
		Subtotal	<b>\$4,416.00</b>
		<b>Total</b>	<b>\$16,357.00</b>

**Attachment No. 3a (Optional)**  
**COST BREAKDOWN - Detention Pond Deepening**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
<b>Engineering Services</b>			
Sr Project Manager	2 hrs.	\$206.00	\$412.00
Sr Engineer	4 hrs.	\$183.00	\$732.00
Project Engineer	8 hrs.	\$149.00	\$1,192.00
Graduate Engineer	24 hrs.	\$101.00	\$2,424.00
Support Personnel (Drafting, Word Processing)	4 hrs.	\$60.00	\$240.00
		<hr/>	
		Subtotal	<b>\$5,000.00</b>
<b>Direct Expenses</b>			
<b>Subsurface Field Investigation</b>			
Mobilization/Demobilization of Buggy Mounted Drill Rig and Crew	1 ea.	\$349.00	\$349.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	40 ft.	\$21.00	\$840.00
Grouting of Completed Boreholes	20 ft.	\$10.00	\$200.00
Marking the borings, Utility Clearance, Drilling and Field Coordination	6 hrs.	\$65.00	\$390.00
ATV Surcharge for Drilling	40 ft.	\$7.00	\$280.00
Piezometer Installation	20 ft.	\$16.00	\$320.00
Piezometer Abandonment	20 ft.	\$16.00	\$320.00
Water level readings in Piezometers (24 hrs and 30 days)	4 hrs.	\$65.00	\$260.00
Vehicle Charge (field coordination and water level readings)	4 hrs.	\$10.00	\$40.00
		<hr/>	
		Subtotal	<b>\$2,999.00</b>
<b>Laboratory Tests</b>			
Liquid and Plastic Limits	4 ea.	\$62.00	\$248.00
Moisture Content	16 ea.	\$9.00	\$144.00
Percent Passing No. 200 Sieve	4 ea.	\$48.00	\$192.00
Sieve Analysis through No. 200 Sieve	1 ea.	\$57.00	\$57.00
Sieve Analysis w/ Hydrometer	1 ea.	\$128.00	\$128.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage	4 ea.	\$63.00	\$252.00
Specific Gravity of Soils	1 ea.	\$59.00	\$59.00
<i>Consolidated-Undrained (CU) Triaxial Compression with Back Pressure and Pore Pressure Measurement - 3 Specimens</i>	1 ea.	\$1,800.00	\$1,800.00
<i>Double Hydrometer (to determine erosion characteristics of channel embankment soils)</i>	1 ea.	\$177.00	\$177.00
<i>Crumb Test (to determine erosion characteristics of channel embankment soils)</i>	2 ea.	\$38.00	\$76.00
		<hr/>	
		Subtotal	<b>\$3,133.00</b>
		<b>Total</b>	<b>\$11,132.00</b>

**Attachment No. 3b (Optional)**  
**COST BREAKDOWN - Storm Sewer Installation**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
<b>Engineering Services</b>			
Sr Project Manager	2 hrs.	\$206.00	\$412.00
Sr Engineer	4 hrs.	\$183.00	\$732.00
Project Engineer	8 hrs.	\$149.00	\$1,192.00
Graduate Engineer	20 hrs.	\$101.00	\$2,020.00
Support Personnel (Drafting, Word Processing)	4 hrs.	\$60.00	\$240.00
		<hr/>	
		Subtotal	<b>\$4,596.00</b>
<b>Direct Expenses</b>			
<b>Subsurface Field Investigation</b>			
Mobilization/Demobilization of Buggy Mounted Drill Rig and Crew	1 ea.	\$349.00	\$349.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	30 ft.	\$21.00	\$630.00
Grouting of Completed Boreholes	30 ft.	\$10.00	\$300.00
Marking the borings, Utility Clearance, Drilling and Field Coordination	10 hrs.	\$65.00	\$650.00
Concrete coring, Minimum Charge	1 min	\$330.00	\$330.00
Vehicle Charge (field coordination)	10 hrs.	\$10.00	\$100.00
Traffic Control (Devices and Personnel)	1 day	\$600.00	\$600.00
		<hr/>	
		Subtotal	<b>\$2,359.00</b>
<b>Laboratory Tests</b>			
Liquid and Plastic Limits	4 ea.	\$62.00	\$248.00
Moisture Content	12 ea.	\$9.00	\$108.00
Percent Passing No. 200 Sieve	3 ea.	\$48.00	\$144.00
Sieve Analysis through No. 200 Sieve	2 ea.	\$57.00	\$114.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage	4 ea.	\$63.00	\$252.00
		<hr/>	
		Subtotal	<b>\$866.00</b>
		<b>Total</b>	<b>\$7,821.00</b>



**Council Agenda Item  
December 9, 2019**

**7 (a) Receive report of the Drainage and Flooding Committee Meeting – Councilperson Martin**

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**Council Agenda Item  
December 9, 2019**

**7 (b) Receive report of the Fiscal Affairs Committee – Councilmember Engelken**

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## Council Agenda Item December 9, 2019

**8. ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission meeting, December 19
- City Council meeting, January 13
- La Porte Development Corporation Board meeting, January 27

**9. 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.*

**10. ADJOURNMENT**

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