

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 February 10, 2020, beginning at 6:00 pm in the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Councilmember Jay Martin.
PLEDGES – Will be led by Councilmember Steve Gillett.
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 of the retirement of Donald Ladd, Assistant Fire Chief. [Mayor Rigby]
- 4. CITIZEN COMMENT** *(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 January 27, 2020. [Mayor Rigby]
 - (b)** Adopt Ordinances 2020-IDA-134 through 2020-IDA-138, 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]
 - (c)** Consider and discuss the adoption of ordinance 2020-3781 approving an amendment to the City's Fiscal Year 2019-20 Budget for additional funding of \$230,000 to replace the roof at the Recreation and Fitness Center. [Michael Dolby, Director of Finance]
 - (d)** Adopt Resolution 2020-02 authorizing the resale of tax delinquent property located at Lot 12, Block 110, Town of La Porte. [Shelley Wolny, Treasurer]
- 6. STATUTORY AGENDA**
 - (a)** Presentation, discussion, and possible action to authorize the City Manager to execute an agreement with La Porte Girls Softball Association for the use of the Little Cedar Bayou Park Softball Facilities for league operations. [Rosalyne Epting, Director, Parks and Recreation]
 - (b)** Presentation, discussion, and possible action to consider approving an agreement with the Friends of La Porte Cemetery, a Texas nonprofit corporation, pertaining to the conveyance of approximately 1.14 acres of land described as Lots 1-16, inclusive, in Block 1151 of Town of La Porte, to the Friends of La Porte Cemetery, for use as a public cemetery. [Jason Weeks, Assistant City Manager]
- 7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES**

- (a) The City Council will hold a hearing to receive comment regarding the revocation of the massage business permit issued to the owners and operators of the business for Perfect Massage for violation of Section 22-423(a) of the City of La Porte Code of Ordinances, followed by discussion and possible action to revoke the massage business permit issued to the owners and operators of the business for Perfect Massage. [Corby Alexander, City Manager]

8. REPORTS

- (a) Accept the 2019 La Porte Police Department (LPPD) Racial Profiling Report. [Matt Daeumer, Assistant Chief]
- (b) Receive a report on the Drainage and Flooding Committee meeting. [Councilmember Jay Martin]

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission meeting, February 20
- La Porte Development Corporation Board meeting, February 24
- City Council meeting, February 24
- Zoning Board of Adjustment meeting, February 27

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

11. ADJOURN

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 February 10, 2020, 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

Lee Woodward, City Secretary

Recognition of the Retirement of Donald Ladd, Assistant Fire Chief

Donald Ladd started his career with the La Porte Fire Department in October of 1985 as a volunteer firefighter. Donald continued a long tradition of firefighting as his grandfather Earl Ladd, was the Fire Chief in Muleshoe, Texas area for 25 years. Donald's father was a member of La Porte Fire Department from 1972 to 2008, achieving the rank of Asst. Chief. As a child, Donald was in the fire station all the time until he was old enough to join the department as a volunteer member. The love for the department that started well before he was old enough to join made perfect sense as a career path for Donald.

Donald moved from the volunteer ranks in January 1989 when he was hired as a career firefighter and was assigned to Station 4 and later in his career, moving to Station 2. In 2009, long-time Asst. Chief John "Champ" Dunham retired, opening a position in the administration ranks of the department. Donald was promoted to Asst. Chief and became the supervisor for career personnel and managed day-to-day activities of the department, as the Fire Chief's position is a volunteer position. Donald was instrumental in many department activities such as: training; purchasing initiatives that Donald brokered with Sutphen Corp. for fire trucks, which has saved the City thousands of dollars; the construction of Fire Station 1; and the creation of the Fire Control and Emergency Services District, which now contributes in excess of \$1 million dollars to the City budget annually. Managing the La Porte Fire Department organization that consists of a combination of career and volunteer firefighters, is a huge challenge that requires an in-depth understanding and appreciation for both career and volunteer groups. Donald's having been raised in the department as a volunteer and later a career firefighter made him a perfect fit for the Asst. Chief's position that he has held for the last 11 years. During that 11 years, Donald has responded day and night to calls and in addition, attended department training sessions every Tuesday night, only missing when he was out of town.

Outside of the department, Donald had other passions. He has continued to be involved with the La Porte High School annual theatrical musicals and to get away from city life, he loved his time relaxing and fishing at his lake house. On February 21, 2020, Donald will be hanging up his bunker gear as he retires after more than 34 years of service with the La Porte Fire Department. In true dedication form, Donald has submitted his application to the volunteer organization so that he can continue being a firefighter after his retirement until he finalizes his move from La Porte to his lake house. Donald, we bid you a fond farewell, and thank you for your years of dedicated service to the fine citizens of La Porte.

LOUIS RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
STEVE GILLETT
Councilperson At Large B
DANNY EARP
Councilperson District 1
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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 JANUARY 27, 2020

The City Council of the City of La Porte met in a regular meeting on Monday, January 27, 2020, 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, Danny Earp, Chuck Engelken, Bill Bentley, Thomas Garza, Jay Martin, Nancy Ojeda

Councilpersons absent: Steve Gillett

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

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m.
2. **INVOCATION AND PLEDGES** – The invocation was given by Pastor Walter Brumley, La Porte River of God, the pledges of allegiance to the U.S. and Texas flags were led by Councilperson Thomas Garza.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
 - a. ExxonMobil and Wink to Webster Pipeline, LLC First Responders Grant Program presentations to the City of La Porte Police and Fire Departments. [Jason Weeks, Assistant City Manager]
 - b. Recognition - Employee of the Fourth Quarter 2019 - Lindsey Campuzano (Benefits Specialist - City of La Porte Human Resources Department). [Mayor Rigby]
 - c. Recognition - Employee of the Year 2019 - Ashley Lovercheck (Buyer, City of La Porte Purchasing Division). [Mayor Rigby]
 - d. Recognition - Manager of the Year 2019 - Lieutenant Doug Ditrich- (City of La Porte Police Department). [Mayor Rigby]
4. **CITIZEN COMMENT** (*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.*)

Donna Medford Tobias spoke of her concerns about the proposed *Trap, Neuter, Return Program* for cats.

5. **CONSENT AGENDA** (*Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.*)
 - a. **Approve the minutes of the meeting held on January 13, 2020. [Mayor Louis Rigby]**
 - b. **Approve a Joint Election Agreement and Election Services Contract with the La Porte Independent School District (LPISD) for the May 2, 2020 election. [Mayor Rigby]**
 - c. **Appoint Rachel Cotton to fill a vacant position on the La Porte Development Corporation Board. [Mayor Rigby]**
 - d. **Award RFP #20502 to Crosspoint Communication for the Whelen Siren Project in the amount of \$175,954.40. [Kristin Gauthier, Emergency Management Coordinator]**

- e. **Adopt Resolution 2020-01 authorizing the City Manager to execute documents in connection with the Selective Traffic Enforcement Program (STEP) Impaired Driving Mobilization Grant award. [Chief Ron Parker, LPPD]**
- f. **Adopt Ordinance 2020-3780 amending Chapter 14 “Animals”, Article III, “Dogs and Cats”, Division 1 of the City of La Porte Code of Ordinances, to establish a Trap, Neuter, and Return Program within the City of La Porte. [Matt Daeumer, Assistant Chief of Police]**

Councilperson Garza pulled 5f. Councilperson Engelken moved to approve the consent agenda items 5a-e; the motion was adopted, 8-0. Councilperson Engelken moved to postpone 5f until additional information is received from the Police Department; the motion was adopted, 8-0.

6. 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 2020-3772 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 0.23-acre tract of land located at 11813 Fieldcrest Drive, legally described as Lots 32 and 33, Block 2, Pinegrove Valley Subdivision, by changing the land use designation from “Commercial” to “Low Density Residential”; followed by discussion and possible action to consider adopting Ordinance 2020-3772 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 0.23-acre tract of land located at 11813 Fieldcrest Drive, legally described as Lots 32 and 33, Block 2, Pinegrove Valley Subdivision, by changing the land use designation from “Commercial” to “Low Density Residential”. [Ian Clowes, City Planner]**

Mayor Rigby opened the public hearing at 6:45 p.m. City Planner Ian Clowes gave a brief presentation on items 6 a and b together. Mayor Rigby closed the public hearing at 6:51 p.m. Councilperson Ojeda moved that the Council adopt Ordinance 2020-3772, amending the City's Future Land Use Plan for a 0.23-acre tract of land located at 11813 Fieldcrest Drive, and legally described as Lots 32 and 33, Block 2, Pinegrove Valley Subdivision. The motion was adopted, 8-0.

- b. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2020-3773 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning“ by granting Zone Change #19- 92000007, a change from General Commercial (GC) to Low Density Residential (R-1) for a 0.23-acre tract of land located at 11813 Fieldcrest Drive and legally described as Lots 32 and 33, Block 2, Pinegrove Valley Subdivision; followed by discussion and possible action to consider adopting Ordinance 2020-3773 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning“ by granting Zone Change #19-92000007, a change from General Commercial (GC) to Low Density Residential (R-1) for a 0.23-acre tract of land located at 11813 Fieldcrest Drive and legally described as Lots 32 and 33, Block 2, Pinegrove Valley Subdivision. [Ian Clowes, City Planner]**

Mayor Rigby opened the public hearing at 6:56 p.m. City Planner Ian Clowes gave a brief presentation during item 6a. Mayor Rigby closed the public hearing at 6:56 p.m. Councilperson Earp moved that the Council adopt Ordinance 2020-3773 for zone change request #19-92000007, for a 0.23-acre tract of land located at 11813 Fieldcrest Drive, and legally described as Lots 32 and 33, Block 2, Pinegrove Valley Subdivision. The motion was adopted, 8-0.

- c. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2020-3774 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning“ by granting Zone Change #19- 92000008, a change from Low Density Residential (R-1) to Neighborhood Commercial (NC) for a 0.39-acre tract of land located at 10105 W. Fairmont Parkway and legally described as a portion of Restricted Reserve “A”, Block 1, Willmont Commercial Park Subdivision Amending Plat; followed by discussion and possible action to consider adopting Ordinance 2020-3774 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning“ by granting Zone Change #19-92000008, a change from Low Density Residential (R-1) to Neighborhood Commercial (NC) for a 0.39-acre tract of land located at 10105 W. Fairmont Parkway and legally described as a portion of Restricted Reserve “A”, Block 1, Willmont Commercial Park Subdivision Amending Plat. [Ian Clowes, City Planner]**

Mayor Rigby opened the public hearing at 6:58 p.m. City Planner Ian Clowes gave a brief presentation. Monica Rogers, just prior owner of the property, spoke in support. Mayor Rigby closed the public hearing at 7:05 p.m. Councilperson Garza moved that the Council adopt Ordinance 2020-3774 for zone change request #19-92000008, for a 0.39-acre tract of land located at 10105 Fairmont Parkway, and legally described as a portion of Restricted Reserve "A", Block 1, Willmont Commercial Park Subdivision Amending Plat. The motion was adopted, 8-0.

- d. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2020-3775 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 3.38-acre tract of land located at 11007 W. Fairmont Parkway, legally described as Tract 1H, Abstract 625 R. Pearsall Survey, by changing the land use designation from "Mid-High Density Residential" to "Business Industrial"; followed by discussion and possible action to consider adopting Ordinance 2020-3775 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 3.38-acre tract of land located at 11007 W. Fairmont Parkway, legally described as Tract 1H, Abstract 625 R. Pearsall Survey, by changing the land use designation from "Mid-High Density Residential" to "Business Industrial". [Ian Clowes, City Planner]**

Mayor Rigby opened the public hearing at 7:07 p.m. City Planner Ian Clowes gave a brief presentation on items 6 d and e. Mayor Rigby closed the public hearing at 7:29 p.m. Councilperson Garza moved that the Council adopt Ordinance 2020-3775, amending the City's Future Land Use Plan for a 3.38-acre tract of land located at 11007 W. Fairmont Parkway, and legally described as Tract 1H, Abstract 625 R, Pearsall Survey. There was no second and the motion was not considered. Councilperson Earp moved to deny Ordinance 2020-3775, amending the City's Future Land Use Plan for a 3.38-acre tract of land located at 11007 W. Fairmont Parkway, and legally described as Tract 1H, Abstract 625 R, Pearsall Survey; the motion was adopted, 7-1, Councilperson Garza voting against.

- e. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2020-3776 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #19-92000009, a change from Planned Unit Development (PUD) to Business Industrial (BI) for a 3.38-acre tract of land located at 11007 W. Fairmont Parkway and legally described as Tract 1H, Abstract 625 R, Pearsall Survey; followed by discussion and possible action to consider adopting Ordinance 2020-3776 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #19-92000009, a change from Planned Unit Development (PUD) to Business Industrial (BI) for a 3.38-acre tract of land located at 11007 W. Fairmont Parkway and legally described as Tract 1H, Abstract 625 R, Pearsall Survey. [Ian Clowes, City Planner]**

Mayor Rigby opened the public hearing at 7:33 p.m. City Planner Ian Clowes gave a brief presentation during item 6d. Mayor Rigby closed the public hearing at 7:33 p.m. Councilperson Garza moved that the Council adopt Ordinance 2020-3776 for zone change request #19-92000009, for a 3.38-acre tract of land located at 11007 W. Fairmont Parkway, and legally described as Tract 1H, Abstract 625 R, Pearsall Survey. There was no second and the motion was not considered.

Councilperson Earp moved that that the Council uphold the Planning and Zoning Commission's denial of the application for zone change request #19-92000009, for a 3.38-acre tract of land located at 11007 West Fairmont Parkway, and legally described as Tract 1H, Abstract 625 R, Pearsall Survey. The motion was adopted, 7-1, Councilperson Garza voting against.

- f. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2020-3777 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 Road, legally described as Reserve A, Block 1 , Dawson Subdivision, by changing the land use designation from "Mid-High Density Residential" to "Planned Development"; followed by discussion and possible action to consider adopting Ordinance 2020-3777 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 Road, legally described as Reserve A, Block 1, Dawson Subdivision, by changing the land use designation from "Mid-High Density Residential" to "Planned Development". [Ian Clowes, City Planner]**

City Manager Corby Alexander noted an error in the write up and the ordinance, resulting in an error in the posting and the fact that action would not be permitted at tonight's meeting. Councilperson Engelken moved to postpone items 6f-h until the staff could correct the error (restated by the chair and adopted by the Council as the February 10 meeting). The Council took a five-minute recess. The motion was adopted, 8-0.

- g. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2020-3778 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #19- 92000010, a change from Mid Density Residential (R-2) to Planned Unit Development (PUD) 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; followed by discussion and possible action to consider adopting Ordinance 2020-3778 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #19-92000010, a change from Mid Density Residential (R-2) to Planned Unit Development (PUD) 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]**

Postponed until the February 10 meeting in the motion on item 6f.

- h. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2020-3779 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Special Conditional Use Permit #19-91000009, to allow for a Boat and RV storage facility on 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 in the Planned Unit Development (PUD) zoning district; followed by discussion and possible action to consider adopting Ordinance 2020-3779 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Special Conditional Use Permit #19-91000009 to allow for a Boat and RV storage facility on 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 in the Planned Unit Development (PUD) zoning district. [Ian Clowes, City Planner]**

Postponed until the February 10 meeting in the motion on item 6f.

7. REPORTS

- (a) **Receive a report on the La Porte Development Corporation Board of Directors meeting. [Councilperson Ojeda]**

Councilperson Ojeda provided a short report on the items covered in the Committee meeting.

8. ADMINISTRATIVE REPORTS

- Drainage and Flooding Committee meeting, February 10
- City Council meeting, February 10
- Planning and Zoning Commission meeting, February 20
- City Council meeting, February 24
- Zoning Board of Adjustment meeting, February 27
- Fiscal Affairs Committee meeting, March 9

Mr. Alexander said there were no reports.

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

Councilpersons congratulated the employees and departments recognized at the beginning of the meeting; wished for a similarly-tempered individual to take Councilperson Gillett's seat; the La Porte Civic Club's *Soul Food Cookoff* at the Jennie Riley Center on February 14; spoke on the use of social media in the upcoming general election and recent posts against Councilpersons, also urging civility; lauded the Finance Department on the upgrade in the City's financial rating to AA+; wished Councilperson Gillett a speedy recovery; discussed the need for planning and land use controls and reminded all of the regular Planning and Zoning Commission's review of the guidelines; read a message from

Councilperson Gillett; shared the successes of last week's Chamber of Commerce installation banquet and the Bay Area-Houston Economic Partnership Quasar Banquet.

ADJOURN – Without objection, Mayor Rigby adjourned the meeting at 8:07 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 10, 2020</u>
Requested By: <u>Corby Alexander, City Manager</u>
Department: <u>Administration/CMO</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: Copy of Ordinance and Copy of 2019 Industrial District Agreement

SUMMARY

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

The City mailed 171 Industrial District Agreements on September 20, 2019. Council has previously approved a total of 133 agreements at the October 28, 2019, November 11, 2019 and January 13, 2020 meetings.

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

Ordinance Number	Industrial Company
2020-IDA-134	A&J Leasing
2020-IDA-135	Braskem America, Inc.
2020-IDA-136	Metton America, Inc.
2020-IDA-137	CBSL Transportation Service
2020-IDA-138	Truck Locker Houston, LLC

RECOMMENDED MOTION

I move to approve Ordinances 2020-IDA-134 through 2020-IDA-138 authorizing the execution by the City of La Porte of Industrial District Agreements listed above.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2020-IDA-01

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE, TEXAS OF AN INDUSTRIAL DISTRICT AGREEMENT WITH _____, INC, A _____ CORPORATION, FOR THE TERM COMMENCING JANUARY 1, 2020, AND ENDING DECEMBER 31, 2031; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF

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

Section 1. _____, Inc, a _____ Corporation has executed an industrial district agreement with the City of La Porte, Texas, for the term commencing January 1, 2020, and ending December 31, 2031, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

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

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

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

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

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney

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

INDUSTRIAL DISTRICT AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

I.

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

II.

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

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize

that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu" payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

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

III.

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

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

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

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

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

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

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

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

- (b) Application of the thirty percent (30%) "in lieu" rate for Substantial Increase in value of the Land,

improvements, and tangible personal property dedicated to new construction is limited to new construction purposed for or related to manufacturing and processing uses. In no case shall Company be entitled to application of the thirty percent (30%) "in lieu" rate for Substantial Increase in value of the Land, improvements, and tangible personal property dedicated to new construction where the new construction is purposed for or related to uses for warehousing, storage, distribution, and/or general freight trucking and transportation, as well as general commercial uses, such as truck stops, rental facilities, or repair shops.

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

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

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

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

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

Property Tax Code.

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

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.
5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

IV.

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

Company agrees that if the Texas Local Government Code Section Chapter 42.044 "Creation of Industrial District in Extraterritorial Jurisdiction", or Texas Local Government Code Chapter 43 "Municipal Annexation", is amended, or any new legislation is thereafter

enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said laws as the same existed on January 1, 2019.

V.

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

VI.

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

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

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

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

Should Company give such notice of disagreement, Company shall also

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

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

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

To the City of La Porte: City Manager

City of La Porte
604 West Fairmont Parkway
La Porte, TX 77571

To Company:

(COMPANY)
Attention: _____ Department

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

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

Plant Manager

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

Tax Agent/Billing Contact

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

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

(COMPANY)
By: _____
Name: _____
Title: _____
Address: _____

ATTEST:

CITY OF LA PORTE, TEXAS

City Secretary

By: _____
Louis R. Rigby
Mayor

APPROVED:

Knox W. Askins
City Attorney
City of La Porte

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

By:

Corby D Alexander
City Manager

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

STATE OF TEXAS '
 '
COUNTY OF HARRIS '

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

Notary Public, State of Texas

STATE OF TEXAS '
 '
COUNTY OF HARRIS '

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

Notary Public, State of Texas

"EXHIBIT A"

(Metes and Bounds Description of Land)

"EXHIBIT B"

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

"EXHIBIT C"
Page 1 of 3

RULES AND REGULATIONS

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

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

"EXHIBIT C"
Page 2 of 3

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

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

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

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

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

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

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

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



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 10, 2020</u>		
Requested By: <u>Michael G. 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>General & General CIP</u>
Account Number:	<u>001/015</u>
Amount Budgeted:	<u>\$0</u>
Amount Requested:	<u>\$230,000</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Ordinance, Exhibits A & B and Detail Information

SUMMARY

The City Council adopted the Fiscal Year 2019-20 Budget on September 9, 2019.

The Summary of Funds, which is shown below, represents the amendments which council previously approved to the FY 2019-20 Budget. (*denotes funds with current changes)

	FY 2020 Original Budget	Proposed FY 2020 Amended Budget	
General Fund	\$ 54,429,634	\$ 54,659,634	*
Grant Fund	8,857,843	8,857,843	
Street Maintenance Sales Tax Fund	3,195,000	3,195,000	
Emergency Services District Sales Tax Fund	1,273,334	1,273,334	
Hotel/Motel Occupancy Tax	809,777	809,777	
Economic Development Corporation	2,929,197	2,929,197	
Tax Increment Reinvestment Zone	5,383,569	5,383,569	
Utility	8,287,115	8,287,115	
Airport	90,680	90,680	
La Porte Area Water Authority	2,307,665	2,307,665	
Motor Pool	2,834,770	2,834,770	
Insurance Fund	9,043,630	9,043,630	
Technology Fund	278,828	278,828	
General Capital Improvement	8,695,869	8,925,869	*
Utility Capital Improvement	1,715,000	1,715,000	
Sewer Rehabilitation Capital Improvement	350,000	350,000	
Drainage Improvement Fund	480,000	480,000	
General Debt Service	4,657,119	4,657,119	

Total of All Funds	\$115,619,030	\$116,079,030
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At the January 13, 2020 City Council meeting, the Council approved the Recreation and Fitness Center roof replacement project to Lessman Roofing and Sheetmetal LLC, by authorizing the City Manager to execute a construction contract in the total authorization of \$230,000, and adding that the roof extension will be 24” on all three sides. At that time, staff informed Council that a budget amendment would be brought to Council to provide budget authority for this project. Staff is requesting the City Council consider and discuss the adoption of ordinance 2020-3781 approving an amendment to the City’s Fiscal Year 2019-20 Budget for additional funding of \$230,000 to replace the roof at the Recreation and Fitness Center.

RECOMMENDED MOTION

I move to approve the adoption of Ordinance 2020-3781 approving an amendment to the City’s Fiscal Year 2019-20 Budget for additional funding of \$230,000 to replace the roof at the Recreation and Fitness Center.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

ORDINANCE 2020-3781

AN ORDINANCE APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

WHEREAS, the Budget for the fiscal year October 1, 2019, through September 30, 2020, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on July 23, 2019, and a public hearing scheduled for September 9, 2019 was duly advertised and held, and said Budget was finally approved by ordinance on September 9, 2019;

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

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

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

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

SECTION 1. A grave public necessity exists and to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention, the Budget must be amended and revised with respect to those appropriations set forth in Exhibit B, attached hereto by reference and made part hereof. In support thereof, the City Council finds that additional expenditures are necessary for 1) \$230,000 for the roof replacement at the Recreation and Fitness Center. Such additional expenditures are more specifically described on Exhibit C.

SECTION 2: That the Budget for the City of La Porte, Texas, now before the said City Council for consideration, a complete copy of which is on file with the City Secretary and a summary of which is attached hereto by reference as Exhibit "A", is hereby amended as reflected on the amended budget summary document, attached hereto by reference as Exhibit "B", as the Budget for the said City of La Porte, Texas, for the period of October 1, 2018, through September 30, 2019.

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

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

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

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

SECTION 7: The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 8: This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this the 10th day of February, 2020.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Lee Woodward, City Secretary

APPROVED:

Clark T. Askins, Assistant City Attorney

EXHIBIT A
(ADOPTED BUDGET)

City of La Porte
Consolidated Summary of All Funds

	FY 19-20 Revenues	FY 19-20 Expenses
Governmental Fund Types:		
General Fund	\$ 50,777,377	\$ 54,429,634
Grant Fund	8,449,254	8,857,843
Street Maintenance Sales Tax	1,400,000	3,195,000
Emergency Services District	1,380,000	1,273,334
Hotel/Motel Occupancy Tax	765,000	809,777
Economic Development Corporat	2,800,000	2,929,197
Tax Increment Reinvestment	5,508,293	5,383,569
Total Governmental Types	<u>71,079,924</u>	<u>76,878,354</u>
Enterprise:		
Utility	8,318,050	8,287,115
Airport	66,500	90,680
La Porte Area Water Authority	1,586,656	2,307,665
Total Enterprise	<u>9,971,206</u>	<u>10,685,460</u>
Internal Service		
Motor Pool	3,657,278	2,834,770
Insurance Fund	8,887,771	9,043,630
Technology Fund	437,736	278,828
Total Internal Service	<u>12,982,785</u>	<u>12,157,228</u>
Capital Improvement:		
General	8,445,950	8,695,869
Utility	625,000	1,715,000
Sewer Rehabilitation	303,500	350,000
Drainage Improvement Fund	286,500	480,000
Total Capital Improvement	<u>9,660,950</u>	<u>11,240,869</u>
Debt Service:		
General	4,686,664	4,657,119
Total Debt Service	<u>4,686,664</u>	<u>4,657,119</u>
Total All Funds	108,381,529	115,619,030

EXHIBIT B
(AMENDED BUDGET)

City of La Porte
Consolidated Summary of All Funds

	FY 19-20 Revenues	FY 19-20 Expenses
Governmental Fund Types:		
General Fund	\$ 50,777,377	\$ 54,659,634
Grant Fund	8,449,254	8,857,843
Street Maintenance Sales Tax	1,400,000	3,195,000
Emergency Services District	1,380,000	1,273,334
Hotel/Motel Occupancy Tax	765,000	809,777
Economic Development Corporat	2,800,000	2,929,197
Tax Increment Reinvestment	5,508,293	5,383,569
Total Governmental Types	<u>71,079,924</u>	<u>77,108,354</u>
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Insurance Fund	8,887,771	9,043,630
Technology Fund	437,736	278,828
Total Internal Service	<u>12,982,785</u>	<u>12,157,228</u>
Capital Improvement:		
General	8,675,950	8,925,869
Utility	625,000	1,715,000
Sewer Rehabilitation	303,500	350,000
Drainage Improvement Fund	286,500	480,000
Total Capital Improvement	<u>9,890,950</u>	<u>11,470,869</u>
Debt Service:		
General	4,686,664	4,657,119
Total Debt Service	<u>4,686,664</u>	<u>4,657,119</u>
Total All Funds	108,611,529	116,079,030

Wolny, Shelley

From: Weeks, Jason
Sent: Friday, January 24, 2020 4:56 PM
To: Dolby, Michael; Wolny, Shelley
Cc: Simon, Shelly
Subject: Budget Amendment

I'm trying to follow-up from the last City Council meeting and our Executive Staff meeting discussion concerning that meeting. I believe we are needing a budget amendment for \$230,000 related to the design construction of the roof replacement at the Parks & Recreation Fitness Center. This was to be funded from Fund 15.



Jason B. Weeks, CPM | Assistant City Manager
604 W. Fairmont Parkway | La Porte, TX 77571
p. 281.470.5012 | f. 281.842.1259
website | map | email |   

Wolny, Shelley

From: Alexander, Corby
Sent: Monday, January 27, 2020 9:38 AM
To: Wolny, Shelley; Weeks, Jason; Dolby, Michael
Cc: Simon, Shelly
Subject: RE: Budget Amendment

Works for me.

From: Wolny, Shelley
Sent: Monday, January 27, 2020 9:37 AM
To: Weeks, Jason <WeeksJ@laportetx.gov>; Alexander, Corby <AlexanderC@laportetx.gov>; Dolby, Michael <DolbyM@laportetx.gov>
Cc: Simon, Shelly <simons@laportetx.gov>
Subject: RE: Budget Amendment

Quick update...fund 015 is only projected to have a fund balance of \$174,137. I'll need to amend both Fund 015 and Fund 001 to increase the CIP transfer for the \$230,000. Please let me know if y'all are okay with that.

Thanks,
Shelley

From: Weeks, Jason
Sent: Friday, January 24, 2020 4:56 PM
To: Dolby, Michael; Wolny, Shelley
Cc: Simon, Shelly
Subject: Budget Amendment

I'm trying to follow-up from the last City Council meeting and our Executive Staff meeting discussion concerning that meeting. I believe we are needing a budget amendment for \$230,000 related to the design construction of the roof replacement at the Parks & Recreation Fitness Center. This was to be funded from Fund 15.



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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 JANUARY 13, 2020

The City Council of the City of La Porte met in a regular meeting on Monday, January 20, 2020, 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 AND PLEDGES – The invocation was given by Clark Askins, Assistant City Attorney, the pledges of allegiance to the U.S. and Texas flags were led by Councilperson Jay Martin.

1. **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.*)

There were no public comments.

2. **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 December 9, 2019. [Mayor Louis Rigby]
 - (b) Award Sealed Bid #20002 for Main Street Sidewalk Improvements to Brooks Concrete, Inc., and authorize the City Manager to execute a construction contract in the amount of \$270,466.75, and approve a contingency of \$28,000.00, for a total authorization of \$298,466.75 [Ray Mayo, Public Works Director]
 - (c) Adopt Ordinances Nos. 2020-IDA-102 through 2020-IDA-133, 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]
 - (d) Award Bid #20006 for the Recreation and Fitness Center roof replacement project to Lessman Roofing and Sheetmetal LLC, authorize the City Manager to execute a construction contract in the amount of \$186,777.13, and approve construction contingency of \$18,678, for a total authorization of \$205,455.13. [Roselyn Epting, Director, Parks and Recreation]
 - (e) Award Sealed Bid #20005 for LPAWA Transmission Line Valve Replacement to Android Construction Services, LLC, authorize the City Manager to execute a construction contract in the amount of \$78,000.00, and approve a construction contingency of \$7,800.00, for a total authorization of \$85,800.00. [Ray Mayo, Director of Public Works]
 - (f) Adopt Ordinance 2020-3771 calling the May 2, 2020, general election for the purpose of electing a Councilperson—District 1, a Councilperson—District 6, and a Councilperson-at-large—Position B. [Mayor Rigby]
 - (g) Approve contract renewal with Superior for a two-year term, for use of the ONESolution ERP system. [Grady Parker, IT Manager]

Councilperson Engelken moved to approve consent agenda items a, b, and e-g; the motion was adopted. 9-0.

(Councilpersons Earp and Engelken signed Conflict of Interest affidavits and did not participate in this item.) Councilperson Bentley moved to adopt Ordinances Nos. 2020-IDA-102 through 2020-IDA-133, 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 Earp moved to award Bid #20006 for the Recreation and Fitness Center roof replacement project to Lessman Roofing and Sheetmetal LLC, authorize the City Manager to execute a construction contract in the total authorization of \$230,000, and adding that the roof extension will be 24" on all three sides; the motion was adopted, 9-0.

3. 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 2020-3770 amending Chapter 106, "Zoning" of the City of La Porte Code of Ordinances in connection with a review and update to Chapter 106, "Zoning"; followed by discussion and possible action to adopt Ordinance 2020-3770. [Ian Clowes, City Planner]**

Mayor Rigby opened the public hearing at 6:13 p.m. Ian Clowes gave a brief presentation, noting tonight's update was three of the more pressing items considered for revision. Mayor Rigby closed the public hearing at 6:45 p.m. Councilperson Earp moved that the Council adopt Ordinance 2020-3770 amending Chapter 106, "Zoning" of the City of La Porte Code of Ordinances, striking Sections 106-800 (b) Landscaping standards and (c) Screening standards and directing that those sections be returned to the Planning and Zoning Commission for additional review. Councilperson Garza moved to amend the motion to direct that the entire ordinance be returned to the Planning and Zoning Commission for additional review; the motion was not seconded and was not considered. The original motion was adopted, 8-1, Councilperson Garza voting against.

4. STATUTORY AGENDA

- (a) **Presentation, discussion, and possible action to authorize the Mayor to execute an agreement with the La Porte - Bayshore Chamber of Commerce for general promotional and tourist advertising of the City of La Porte, to conduct solicitation and operating programs, and to conduct special programs to contract conventions and visitors, including the establishment and operation by the Chamber of a convention and visitors bureau, in the annual amount of \$165,000.00 for a term of three (3) years beginning on October 1, 2019, and expiring on September 30, 2022. [Jason Weeks, Assistant City Manager]**

(Councilperson Martin signed a Conflict of Interest affidavit and did not participate in the discussion or vote on the item.) Councilperson Engelken moved to authorize the Mayor to execute an agreement with the La Porte - Bayshore Chamber of Commerce for general promotional and tourist advertising of the City of La Porte, to conduct solicitation and operating programs, and to conduct special programs to contract conventions and visitors, including the establishment and operation by the Chamber of a convention and visitors bureau, in the annual amount of \$165,000.00 for a term of three (3) years, beginning on October 1, 2019, and expiring on September 30, 2022; the motion was adopted, 8-0.

- (b) **Presentation, discussion, and possible action to adopt Ordinance 2019-3758, amending the Council Rules of Procedure and Ethics Policy. [Mayor Rigby]**

Councilperson Garza moved that the ordinance be delayed a month and referred once again to the Committee; the motion was not adopted, 4-5, Councilpersons Bentley, Lunsford, Gillett, and Garza voting in support.

Councilperson Engelken moved to adopt Ordinance 2019-3758, approving the updated City Council Rules of Procedure and Ethics Policy combined document; the motion was adopted, 7-2, Councilpersons Garza & Gillett voting against.

5. REPORTS

- (a) **Receive a report on the Drainage and Flooding Committee meeting. [Councilperson Martin]**
Councilperson Martin reported the Committee had received updates on drainage projects and funding and will meet again February 10.

6. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission meeting, January 16
- Zoning Board of Adjustment meeting, January 23
- La Porte Development Corporation Board meeting, January 27
- City Council Meeting, Monday, January 27
- Fiscal Affairs Committee meeting, March 9

Mr. Alexander said there were no reports.

7. **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.**

Councilperson Gillett read his social media post announcing that he would not seek reelection. Councilmembers congratulated the Chamber, expressed regret over Councilperson Gillett's decision and shared appreciation of his service, offered all a Happy New Year, wished Chief Ron Parker the best on his move to Brenham, proposed all City buildings offer a reserved parking space for veterans to show respect, and relayed their pleasure at attending the City Christmas Party and thanked Matt Hartleib and his staff.

8. **EXECUTIVE SESSION**

- (a) **The City Council will convene in closed session as authorized by Texas Government Code Section 551.087 for deliberation regarding economic development negotiations to discuss a potential incentive program for a new business.**

The Council adjourned into executive session at 7:16 p.m.

9. **RECONVENE** – Take action on items discussed in executive session, if needed.

The Council reconvened into open session at 7:36 p.m.

ADJOURN – Without objection, Mayor Rigby adjourned the meeting at 7:36 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 13, 2020</u>
Requested By: <u>Rosalyn Epting, Director</u>
Department: <u>Parks & Recreation</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Exhibits: Bid Tabulation, Access Report, and Lessman Roofing Bid

Appropriation	
Source of Funds:	<u>General Fund CIP</u>
Account Number:	<u>015-8080-552.11-00</u>
Amount Budgeted:	<u>\$500,000</u>
Amount Requested:	<u>\$205,455.13</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY

The Recreation & Fitness Center roof has outlived its useful life, and we are experiencing leaks in multiple areas. Upon inspecting the roof, we will not be able to make spot repairs; therefore, replacement is necessary. As you may be aware, the City is in the process of a needs assessment for this facility. Regardless of the outcome of this assessment, there will be a plan for future use of this facility. The consultant is aware that we will be putting on a new roof and the new roof is imperative to maintain the building's structure for future uses.

Bid # 20006 for the Recreation & Fitness Center Roof Replacement was opened and read on December 12, 2019. Four (4) bids were received. The 'Notice to Bidders' was advertised in the November 14th & 21st editions of the Bay Area Observer, posted on Public Purchase and the City's website. Thirty-eight (38) vendors downloaded the bid documents.

Lessman Roofing and Sheetmetal LLC submitted the lowest bid in the amount of \$186,777.13. References have been checked, and all are favorable. The new roof would carry a 20-year manufacturer's warranty and a two (2) year workmanship warranty. The project schedule will be determined during the pre-construction meeting. This is a lump sum bid; therefore, the contractor will not receive payment until the project is completed.

Funding for this project will come from the \$500,000 of Economic Development Corporation (EDC) Funds that were set aside in fiscal year 2018 for design of the Recreation & Fitness Center Renovation project. The funds for this project were transferred from the EDC Fund to the General Capital Improvement Project Fund. Of the \$500,000 that is budgeted, \$92,661.50 has already been used for design fees, the needs assessment, and a roof engineer. There is \$407,338.50 remaining in this budget.

Staff recommends awarding Bid #20006 to Lessman Roofing and Sheetmetal LLC in the amount of \$186,777.13 and allow a 10% construction contingency of \$18,678. Total authorization for the replacement of the Recreation and Fitness Center roof will be \$205,455.13.

RECOMMENDED MOTION

I move to award Bid #20006 for the Recreation and Fitness Center roof replacement to Lessman Roofing and Sheetmetal LLC and authorize the City Manager to enter into a construction contract totaling \$186,777.13 and approval of construction contingency of \$18,678, for a total authorization of \$205,455.13.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 10, 2020</u>
Requested By: <u>Shelley Wolny</u>
Department: <u>Finance</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance

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

Exhibits: Resolution, Deed, Attorney Letter, Analysis, Bid &

Map

SUMMARY

If a property is sold or struck off to a taxing unit that is party to the judgment, the taxing unit may sell the property at any time by public or private sale. The City of La Porte has had the property located at 0 South 2nd Street on the public resale list since 2003 and has received a minimum bid from James Sumra in the amount of \$2,229.04, which includes judgment value plus costs and post-judgment taxes. Currently, the property is vacant. At this time staff is asking the City Council to pass a resolution to approve the sale of the property listed below for the amount that has been offered.

1999-37587 – Lot 12, Block 110, Town of La Porte – Offer \$2,229.04 (cost + taxes)

RECOMMENDED MOTION

I move to approve of a bid by James Samura to acquire a tax resale property described as: **Tract 2: Lot 12, Block 110, Town of La Porte in Harris County, Texas according to the map or plat thereof filed in the Real Property Records of Harris County, Texas. Account No. 023-219-010-0012.**

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2020-02

WHEREAS, the City of La Porte, La Porte Independent School District, Harris County, Harris County Education Department, Port of Houston of Harris County Authority, Harris County Flood Control District, Harris County Hospital District and San Jacinto Community College District ("Taxing Authorities") foreclosed on a property ("the property") through a delinquent tax lawsuit and judgment identified as follows:

Tract 2: Lot 12, Block 110 of the Town of La Porte in Harris County, Texas, according to the map or plat thereof, filed in the Real Property Records of Harris County, Texas. Account No. 023-219-010-0012; and

WHEREAS, the Taxing Authorities remain unpaid after exhausting all legal means to satisfy the collection of the delinquent taxes due and owing to the Taxing Authorities, including conducting a public auction of the property by the Harris County Constable whereby the property was struck off to the Taxing Authorities; and

WHEREAS, being no bids for the property at the tax sale on July 2, 2002, the City of La Porte, Trustee for itself and the other Taxing Authorities, now holds the property in trust to secure the payment of taxes, penalties, interest and costs owed to all Taxing Authorities participating in the foreclosure judgment; and

WHEREAS, the property held in trust by the City of La Porte, Trustee for itself and the other Taxing Authorities, is exempt from taxation and it is in the best interest of the Taxing Authorities to have the property returned to the active tax roll as a taxable property; and

WHEREAS, the City of La Porte has received an offer of \$2,229.04 to purchase the property from the James Sumra,

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of La Porte:

1. That all of the above paragraphs are true, correct and in the best interest of the City of La Porte and all the other Taxing Authorities, and as such they are hereby incorporated in full and made part of this resolution;
2. That the City of La Porte accepts the tax resale offer by James Sumra and authorizes the Mayor of the City of La Porte to sign and execute the deed on behalf of the City of La Porte as Trustee for itself and the other Taxing Authorities, to transfer title to the person submitting the offer to purchase the property.

PASSED AND APPROVED this, the _____ day of _____, 2020.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST

APPROVED AS TO FORM

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

4828 Loop Central Drive

Suite 600

Houston, TX 77081

Main: 713.844.3400

December 2, 2019

Email: Chips@lgbs.com

Direct: 713.576.7264

Shelley Wolny, City Treasurer
City of La Porte Finance Department
604 W. Fairmont Parkway
La Porte, Texas 77571

HAND DELIVERED

RE: Tax Resale Bid in Lawsuit No. 1999-37587, City of La Porte, Et Al vs. Norman Adoue, Sr., Et Al; Account # 023-219-010-0012

Dear Ms. Wolny:

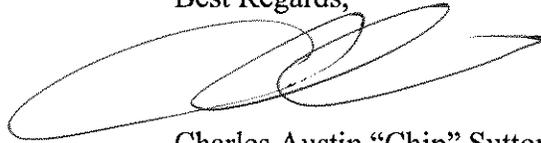
A private tax resale bid in the amount of \$2,229.04 has been received from James Sumra for a property that is owned in trust by the City of La Porte, La Porte ISD, Harris County and San Jacinto Community College District pursuant to a constable's tax sale. I have attached to this letter the tax resale bid, a tax resale bid analysis, a tax resale resolution, a proposed tax resale deed, and a Harris County Appraisal District map of the subject property. The amount of the tax resale bid is sufficient to allow the City of La Porte to consider acceptance of this bid and convey the subject property without the approval of La Porte ISD, Harris County and San Jacinto Community College District.

Therefore, I would respectfully request that this tax resale bid be placed on an upcoming agenda of the City Council of the City of La Porte. I am available to attend the Council Meeting in order to address any questions that arise. A suggested wording of the agenda item is as follows:

Consider approval of a bid by James Sumra to acquire a tax resale property described as: Tract 2: Lot 12, Block 110, of the Town of La Porte in Harris County, Texas according to the map or plat thereof filed in the Real Property Records of Harris County, Texas. Account No. 023-219-010-0012

Please do not hesitate to contact me if you have any questions, need additional information or would like to meet with me with respect to this or any other matter.

Best Regards,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, positioned above the printed name.

Charles Austin "Chip" Sutton
Capital Partner

Enclosures

cc: Corby Alexander, City Manager
City of La Porte City Manager's Office
604 W. Fairmont Parkway
La Porte, Texas 77571

City of La Porte Tax Resale Bid Form

The property is being sold for taxes, and all sales are made subject to a right to redeem within the time and manner provided by law. Purchasers do have a legal right to possession of the property during the redemption period. Purchasers will receive a Tax Resale Deed, which is without warranty. The firm will not give out information on the title to the property other than the existence of post judgment taxes. It is the bidder's responsibility to do their own title examination and satisfy themselves as to the condition of the title before submitting a bid. It is also the bidder's responsibility to satisfy themselves concerning the location and condition of the property on the ground before submitting a bid. All properties are sold "As Is."

If a higher bid is received any time before the City of La Porte has approved a previous bid, the Firm will contact all of the bidders so each bidder will have the opportunity to submit a higher bid.

All bids must be submitted on this form. The completed form may be submitted to Linebarger Goggan Blair & Sampson, LLP, Attention Chip Sutton at 4828 Loop Central Three, Suite 600, Houston, TX 77081. All bids will be subject to approval by the City Council of the City of La Porte. The bidder is required to pay the full amount of their bid within ten (10) days of their notification of the acceptance of their bid.

The Amount of Bid includes the minimum bid at the original tax foreclosure sale and the amount due for post-judgment taxes. The Bidder acknowledges that the amount due for post-judgment taxes increases each month until paid in full.

The Firm and the City of La Porte will not supply or pay for any closing costs, including, but not limited to:

Owner Financing
Title Policy

Abstract of Title
Survey

Appraisal
Termite Certificate

Subject to the terms and conditions stated herein, I submit the following bid on the property described below:

Amount of Bid: \$2,229.04

Tax Lawsuit: 1999-37587; CITY OF LA PORTE, ET AL VS. NORMAN ADOUE, ET AL

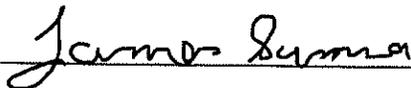
Tax Account No. 0232190100012

Legal Description: LOT 12, BLOCK 110, OF THE TOWN OF LA PORTE, HARRIS COUNTY, TEXAS

Bidder's Name(s): James Sumra

Address: 531 south 2nd st, La Porte, Tx 77571

Telephone Numbers: 713-261-9456

Signed: 

Dated: 11/22/2019

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

4828 Loop Central Drive

Suite 600

Houston, TX 77081

Main: 713.844.3400

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

Suit No. 1999-37587, City of La Porte, Et Al vs. Norman Adoue, Sr., Et Al

Legal Description: Tract 2: Lot 12, Block 110 of the Town of La Porte, Harris County, Texas; Account No. 023-219-010-0012

Situs Address: South 2nd Street, La Porte, TX 77571

Bidder: James Sumra, 531 South 2nd Street, La Porte, TX 77571

Date of Sale:	July 2, 2002
Amount of Bid:	\$2,229.04
Judgment Amount Due:	\$1,394.88
Costs of Lawsuit:	\$0.00
Adjudged Value:	\$4,700.00
% of Total Due(all tax years):	100.00 %
% of Adjudged Value:	47.43 %

JUDGMENT TAX YEARS:

Entity	Amount Due	Amount You
Name	Each Entity	Will Receive
City of La Porte(1979-2000)	\$351.82	\$351.82
La Porte ISD(1979-2000)	\$674.59	\$674.59
Harris County(1981-2000)	\$317.90	\$317.90
San Jacinto CCD(1981-2000)	\$50.57	\$50.57
Totals	\$1,394.88	\$1,394.88

POST-JUDGMENT TAX YEARS:

Entity Name	Amount Due Each Entity (As of June 2018)	Amount You Will Receive
City of La Porte(2000-2001)	\$187.98	\$187.98
La Porte ISD(2000-2001)	\$435.97	\$435.97
Harris County(2001-2002)	\$176.10	\$176.10
San Jacinto CCD(2000-2001)	\$34.11	\$34.11
Totals	\$834.16	\$834.16

RESOLUTION 2020-02

WHEREAS, the City of La Porte, La Porte Independent School District, Harris County, Harris County Education Department, Port of Houston of Harris County Authority, Harris County Flood Control District, Harris County Hospital District and San Jacinto Community College District (“Taxing Authorities”) foreclosed on a property (“the property”) through a delinquent tax lawsuit and judgment identified as follows:

Tract 2: Lot 12, Block 110 of the Town of La Porte in Harris County, Texas, according to the map or plat thereof, filed in the Real Property Records of Harris County, Texas. Account No. 023-219-010-0012

WHEREAS, the Taxing Authorities remain unpaid after exhausting all legal means to satisfy the collection of the delinquent taxes due and owing to the Taxing Authorities, including conducting a public auction of the property by the Harris County Constable whereby the property was struck off to the Taxing Authorities and;

WHEREAS, being no bids for the property at the tax sale on July 2, 2002, the City of La Porte, Trustee for itself and the other Taxing Authorities, now holds the property in trust to secure the payment of taxes, penalties, interest and costs owed to all Taxing Authorities participating in the foreclosure judgment;

WHEREAS, the property held in trust by the City of La Porte, Trustee for itself and the other Taxing Authorities, is exempt from taxation and it is in the best interest of the Taxing Authorities to have the property returned to the active tax roll as a taxable property;

WHEREAS, the City of La Porte has received an offer of \$2,229.04 to purchase the property from the James Sumra.

NOW, THEREFORE, IT IS ORDERED by the City of La Porte:

1. That all of the above paragraphs are true, correct and in the best interest of the City of La Porte and all the other Taxing Authorities, and as such they are hereby incorporated in full and made part of this Resolution;
2. That the City of La Porte accepts the tax resale offer by James Sumra and authorizes the Mayor of the City of La Porte to sign and execute the deed on behalf of the City of La Porte as Trustee for itself and the other Taxing Authorities, to transfer title to the person submitting the offer to purchase the property.

APPROVED, PASSED AND ORDERED this the _____ day of _____, 20____.

LOUIS R. RIGBY, MAYOR
CITY OF LA PORTE

ATTEST:

APPROVED AS TO FORM:

LEE WOODWARD
CITY SECRETARY

CLARK T. ASKINS
ASSISTANT CITY ATTORNEY

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number. (Language pursuant to Section 11.008 of the Texas Property Code)

STATE OF TEXAS

X

X

TAX RESALE DEED

COUNTY OF HARRIS

X

KNOW ALL MEN BY THESE PRESENTS that the CITY OF LA PORTE, TRUSTEE, for itself and LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, HARRIS COUNTY HOSPITAL DISTRICT AND SAN JACINTO COMMUNITY COLLEGE DISTRICT, acting through its duly elected officials (hereinafter "GRANTOR") as authorized by Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by JAMES SUMRA (hereinafter "GRANTEE") the receipt of which is hereby acknowledged and confessed, has conveyed and does hereby convey unto said GRANTEE all of the right, title and interest of GRANTOR and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. 1999-37587, City of La Porte, Et Al vs. Norman Adoue, Et Al, in the 133rd District Court of said county, said property described as follows:

Tract 2: Lot 12, Block 110 of the Town of La Porte in Harris County, Texas, according to the map or plat thereof, filed in the Real Property Records of Harris County, Texas. Account No. 023-219-010-0012

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent that they are still in effect and shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the hereinabove described property.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said GRANTEE, his heirs and assigns forever, so that neither the Grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

GRANTEE accepts the property in "AS IS, WHERE IS" condition and subject to any environmental conditions that might have or still exist on said property, and subject to any title defects and deficiencies, and also subject to the right of redemption, if any, provided under the Texas Property Tax Code. GRANTEE acknowledges and agrees that this conveyance is expressly made without warranty.

Taxes for the 2000 and 2001 tax years and also the present tax year are to be paid by GRANTEE herein.

IN TESTIMONY WHEREOF, THE CITY OF LA PORTE, TRUSTEE, for itself and LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, HARRIS COUNTY HOSPITAL DISTRICT AND SAN JACINTO COMMUNITY COLLEGE DISTRICT has caused these presents to be executed this _____ day of _____, 20__.

CITY OF LA PORTE, TRUSTEE

By: _____
LOUIS R. RIGBY, MAYOR
CITY OF LA PORTE

ACCEPTED:

By: _____
JAMES SUMRA, GRANTEE

STATE OF TEXAS X

COUNTY OF HARRIS X

This instrument was acknowledged before me on this _____ day of _____, 20__, by Louis R. Rigby, Mayor of the City of La Porte.

Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS

X

COUNTY OF HARRIS

X

This instrument was acknowledged before me on this _____ day of _____, 20____, by James Sumra, Grantee.

Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

After recording return to:

James Sumra
531 South 2nd Street
La Porte, TX 77571

6253B1

6253B9

Harris County Appraisal District

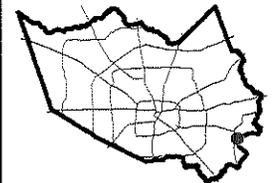


0 50 100 200 Feet

PUBLICATION DATE:
5/21/2019

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.

MAP LOCATION



FACET 6253B

3	4	1	2	3
7	8	5	6	7
11	12	9	10	11



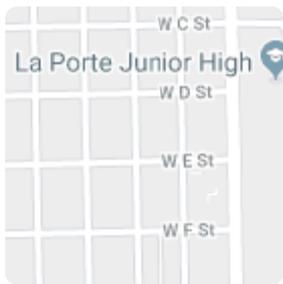


Image capture: Apr 2011 © 2020 Google

La Porte, Texas

Google

Street View



- Signature Page: The year, City Secretary, and LPGSA Commissioner were changed.
- Exhibit A: One (1) storage building was added to the list that was not included in the previous agreement.

RECOMMENDED MOTION

I move to approve authorizing the City Manager to execute an agreement with the La Porte Girls Softball Association for the use of the Little Cedar Bayou Park Softball Facilities for operations of their league. The initial term will be the date of execution through December 31, 2020, with two (2) additional one-year renewals after the initial term concludes. With renewals, the agreement will expire December 31, 2022.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

**AGREEMENT BETWEEN THE CITY OF LA PORTE, TEXAS
AND THE LA PORTE GIRLS SOFTBALL ASSOCIATION
REGARDING THE USE OF YOUTH SOFTBALL FACILITIES**

WHEREAS, the City of La Porte, Texas (the "City") is the owner and operator of various youth softball facilities as part of the parks and recreational facilities of the community; and

Deleted: BECAUSE

WHEREAS, the La Porte Girls Softball Association (the "Association") has contributed funds in past years, which funds have been matched by the City, toward the construction of various amenities and facilities at the various softball facilities owned by the City; and

Deleted: Because

WHEREAS, the City wishes to recognize and commend the funding that has been provided by the Association;

Deleted: Because

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.

In consideration of the Association's past contributions of funding for the construction of facilities at Little Cedar Bayou Park and the continuing contribution of youth recreation for girls in the La Porte community, the City will provide limited use of the youth softball facilities as described in "Exhibit A", which is attached and included as a part of this Agreement, to the Association for conduct of its league games, practice games, league/team practices, tournament games, and league playoff games from the first week in January, through the last weekend in November for each year or part of a year that this Agreement is in effect. Use of the youth softball facilities is available daily, from 7:00 a.m. until 11:00 p.m. each day. The Association shall have exclusive right and responsibility for scheduling, organizing, providing rules of conduct, and conducting youth softball league games, practice games, league/team practices, tournament games, and league playoff games at the youth softball facilities listed in Exhibit A. Said rules of conduct shall be in conformance with laws and ordinances of the State of Texas and the City of La Porte. The City reserves the right to close the fields for field maintenance purposes, for inclement weather, or other reasonable cause.

Deleted: T

Deleted: March

Deleted: is limited to Monday through Sunday

II.

The City will assume responsibility for maintenance of all structures located on City property at Little Cedar Bayou Park as set forth in this Agreement. Except for routine marking, dragging, watering, and other field preparation as set out herein, the City will assume responsibility for maintenance and repair of fencing, parking lots, sidewalks, turf areas, and major field maintenance at the youth softball facilities listed in Exhibit A. The Association will be responsible for routine marking, and field preparation of the youth softball facilities either existing or in the future. The present youth softball facilities covered in this agreement are those specific areas listed in "Exhibit

A". The City will manage all operations related to facility and grounds maintenance at the softball facilities designated in Exhibit A.

The City has provided, with assistance from the Association, a concession/restroom facility, and a storage facility as listed in Exhibit A. The concession/restroom facility and permanent attachments to said facility are the property of the City. Except as set out herein, the City agrees to maintain the concession/restroom, and storage structure's various components including, electrical, plumbing, roofing, and other systems that contribute to their safe and efficient operation. The restroom portion of the facility is a shared facility for various uses at Little Cedar Bayou Park and is the property of the City. The City will provide daily weekday custodial services for the restroom facility and provide necessary supplies for the restroom facility. Unless specifically marked, parking spaces at Little Cedar Bayou Park are not reserved and are available on a first-come, first-served basis.

III.

The Association agrees to operate the Concession facility exclusively and to provide materials, equipment, supplies, and personnel necessary for operation. Further, the Association is responsible for furnishing equipment for the batting cages and concession stands at the youth softball facilities, including but not limited to the following: pitching machines, microwaves, refrigerators, ice machines, freezers, air conditioners and all other electrical appliances. The Association is responsible for maintenance of all furnished equipment in the concession stand and batting cages. The Association agrees to clean the restroom facilities, in addition to the City's regular cleaning schedule on an as needed basis, during the Association's use of the facilities to assure that the restrooms are clean and operable. The Association agrees to clean the concession portion and the batting cage area of the facility at its expense. All revenues produced by batting cages and concession operations shall belong to the Association. The Association is responsible for meeting all applicable laws, ordinances, and codes regarding the following: sales tax, safety, and any other issue relative to concession operations, batting cage operations, and conduct of all its activities at the youth softball facilities. Alcoholic beverage use, sales, or possession is prohibited by Ordinance at the youth softball facilities listed in Exhibit A and at any future youth softball facilities located on City property.

IV.

Batting cages shall not be open for use by the general public by the Association under any circumstance, unless the City gives its prior written permission, which permission shall not be unreasonably withheld. In any event, if the Association receives permission to open said batting cages to the public, such use shall be under the strict supervision of the Association. All provisions herein relating to insurance and indemnity to the City by the Association shall be applicable. Use of other softball facilities by the public will be limited to the following conditions: (a) During the period not covered by this Agreement, the public shall have the right to use the various youth softball facilities for pickup games at any time during park operating hours, except when the City is conducting maintenance or construction at the various facilities; and (b) During the period covered

by this Agreement, the public shall have the right to play pickup softball or other field sports games at the youth baseball facilities listed in Exhibit A, at any time during park operating hours when no league/team practice, practice game, league game, tournament game, or playoff game is scheduled; or the fields have not been **Specially Prepared** for such games (**Special Preparation** shall include marking, dragging, watering, painting, or other activity which would be disrupted or spoiled by indiscriminate use of the facilities by the public).

VI.

The Association shall indemnify and hold harmless the City, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the City arising, directly or indirectly, from any activities conducted or services performed by the Association under this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the Association.

VII.

To the extent allowed by law the City shall indemnify and hold harmless the Association, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the Association arising, directly or indirectly from any activities conducted or services performed by the City pursuant to this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the City.

VIII.

The Association shall keep and maintain during the term of this agreement, a comprehensive general liability policy, with the City named as **Additional Named Insured**, with limits of liability of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage per occurrence, with a maximum deductible of One Thousand (\$1,000.00) per occurrence. Thirty (30) days prior notice of policy cancellation shall be provided to the City. Effective policy must not exclude participants in the Association's scheduled or unscheduled activities at the facilities. Other policy exclusions are permissible, provided that they do not contradict the terms of this Agreement. The Association shall furnish the City with a **Certificate of Insurance** evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Agreement.

IX.

The Association shall maintain a written policy requiring criminal background checks by April 1, 2020. The adopted policy shall require that all board members, coaches, employees, and volunteers of the Association submit to a criminal background check on an annual basis.

X.

The Association shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, or any part, to any person, partnership, company, corporation, club or association without prior written consent of the City of La Porte.

XI.

This instrument contains the entire Agreement between the parties relating to the rights granted in the agreement and the obligations assumed as a part of the Agreement. Any representations or modifications concerning this agreement shall have no force or effect unless modified in writing, and signed by each party to the Agreement.

XII.

The Initial Term of this Agreement shall be for a period, beginning with the date of its execution by both parties and extending until December 31, 2020. At the conclusion of the Initial Term the Agreement shall automatically renew for two (2) one-year Renewal Terms on January 1 of each successive year, unless either Party provides thirty (30) days written notice to the other party, before the end of the Initial Term or Renewal Term, as the case may be.

During the initial Term or during any Renewal Term, either Party may terminate the Agreement without cause at any time by providing thirty (30) days written notice to the other party.

During the term of this agreement, the Association and the City may enter into separate agreements regarding future capital improvement projects or other girl's softball facilities that may be contemplated in the City.

Deleted: ¶
This Agreement shall be in force for a period of five (5) years beginning with the date of its execution. At the end of the term of the Agreement, both the City and the Association have the option to continue the Agreement for an additional five (5) year term. Such option shall be executed in writing by the Commissioner of the Association and the City Manager, or his designee. Should either party choose not to exercise their option, the Agreement shall be considered at an end. During the term of this Agreement, the Association and the City may enter into separate Agreements regarding future capital improvement projects or other softball facilities that may be contemplated in the City.

XIII.

The Association shall maintain a favorable financial position during the term of this agreement. The Association will provide an official annual report on the Association's fiscal condition to the City comprised of a combined expense statement/balance sheet as approved by the City's controller and mutually agreed to by the City and the Association along with supporting documentation. The City reserves the right to review the internal financial control structure of the Association and to perform other audit steps as necessary to protect its interests. The Annual Report on the Association's Fiscal Condition will be due to the City sixty (60) days after the end of each fiscal year. Failure to provide requested financial information within the prescribed time limit will prompt a formal notification from the City to the Association that the agreement is in danger of Default and a request for satisfaction of the requirement within an additional fifteen (15) days from the date of official notification. If the requirement for financial statement submission is not met by that time, or arrangements to submit not made to the City's satisfaction within that time, the agreement will be considered in Default.

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XIV.

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If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Agreement shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of this Agreement.

XV.

Deleted: I

Nothing herein shall be construed as creating any personal liability on any part of any officer, employee or agent of the City. The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or liability that the City has or may have by operation of law. The Parties further agree that no provision of this Agreement extends the liability of the City beyond the liability provided in the Texas Constitution and the laws of the State of Texas, including the Texas Tort Claims Act. Neither the execution of this Agreement nor any other conduct of CITY relating to this Agreement shall be considered a waiver of any right or defense under the Texas Constitution or the laws of the State of Texas, including the Texas Tort Claims Act.

IN TESTIMONY WHEREOF, this instrument has been renewed and executed in duplicate, each to have the effect of an original as follows:

(A) It has been executed on behalf of the City on the ___th day of _____, 2020, by its City Manager and attested by its City Secretary, pursuant to affirmative vote of the City Council of the City of La Porte, authorizing such execution; and

Deleted: 14

(B) It has been executed on behalf the Association on the ___th day of _____, 2020, by its Commissioner and attested by its Secretary, pursuant to authorization from the Board of Directors of the La Porte Girls Softball Association, authorizing such execution.

Deleted: 14

CITY OF LA PORTE, TEXAS

By: _____
Corby D. Alexander, City Manager

ATTEST:

Lee Woodward, City Secretary

LA PORTE GIRLS SOFTBALL ASSOCIATION

Deleted: Patrice Fogarty

By: _____
Dickie Pollard, Commissioner

Deleted: Albert Ramirez

ATTEST:

Association Secretary

APPROVED AS TO FORM:

Clark T. Askins, Assistant City Attorney

EXHIBIT A

There are currently four (4) designated youth softball fields, one (1) combination concession/restroom facility, two (2) batting cages, and one (1) storage building covered by this Agreement at the date of execution. Additional fields and facilities that may be added in the future shall be considered a part of this agreement by signature of both parties. The designated youth softball facilities covered by this agreement are as follows:

Deleted: and

LITTLE CEDAR BAYOU PARK

At the date of execution of this agreement, there are four youth softball fields located at Little Cedar Bayou Park, 600 Little Cedar Bayou Drive, La Porte, Texas.

Deleted: three

La Porte #1 - designated as the youth softball field located north of the restroom/concession facility, and south of the entrance to Little Cedar Bayou Park, coming east off Little Cedar Bayou Drive.

La Porte #2 - designated as the youth softball field directly south of La Porte #1, and south of the restroom/concession facility.

La Porte #3 - designated as the youth softball field directly south of La Porte #2, bounded on the west side by the Multi-purpose Soccer Field, on the east by the adult soccer field, and on the south by Bay Forest Golf Course.

La Porte #4 - designated as the youth softball field bounded on the west side by the adult soccer field, bounded on the north side by the Little Cedar Bayou Wave Pool, and on the south by Bay Forest Golf Course.

Softball Concession/Restroom Facility - located between La Porte #1 and La Porte #2 as designated above.

Youth Softball Batting Cages - located directly east of La Porte #3 and west of the adult soccer field, as designated above.

Storage Building – located directly east of the youth softball batting cages and west of the adult soccer field, as designated above.

**AGREEMENT BETWEEN THE CITY OF LA PORTE, TEXAS
AND THE LA PORTE GIRL'S SOFTBALL ASSOCIATION
REGARDING THE USE OF YOUTH SOFTBALL FACILITIES**

BECAUSE, the City of La Porte, Texas (the "City") is the owner and operator of various youth softball facilities as part of the parks and recreational facilities of the community; and

Because, the La Porte Girl's Softball Association (the "Association") has contributed funds in past years, which funds have been matched by the City, toward the construction of various amenities and facilities at the various softball facilities owned by the City; and

Because, the City wishes to recognize and commend the funding that has been provided by the Association;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.

The City will provide limited use of the youth softball facilities as described in "Exhibit A", which is attached and included as a part of this Agreement, to the Association for conduct of its league games, practice games, league/team practices, tournament games, and league playoff games from the first week in March through the last weekend in November for each year that this Agreement is in effect. Use is limited to Monday through Sunday, from 7:00 a.m. until 11:00 p.m. each day. The Association shall have exclusive right and responsibility for scheduling, organizing, providing rules of conduct, and conducting youth softball league games, practice games, league/team practices, tournament games, and league playoff games at the youth softball facilities listed in Exhibit A. Said rules of conduct shall be in conformance with laws and ordinances of the State of Texas and the City of La Porte. The City reserves the right to close the fields for field maintenance purposes, for inclement weather, or other reasonable cause.

II.

The City will assume responsibility for maintenance of all structures located on City property at Little Cedar Bayou Park as set forth in this Agreement. Except for routine marking, dragging, watering, and other field preparation as set out herein, the City will assume responsibility for maintenance and repair of fencing, parking lots, sidewalks, turf areas, and major field maintenance at the youth softball facilities listed in Exhibit A. The Association will be responsible for routine marking, and field preparation of the youth softball facilities either existing or in the future. The present youth softball facilities covered in this agreement are those specific areas listed in "Exhibit A". The City will manage all operations related to facility and grounds maintenance at the softball facilities designated in Exhibit A.

The City has provided, with assistance from the Association, a concession/restroom facility, and a storage facility as listed in Exhibit A. The concession/restroom facility and permanent attachments to said facility are the property of the City. Except as set out herein, the City agrees to maintain the concession/restroom, and storage structure's various components including, electrical, plumbing, roofing, and other systems that contribute to their safe and efficient operation. The restroom portion of the facility is a shared facility for various uses at Little Cedar Bayou Park and is the property of the City. The City will provide daily weekday custodial services for the restroom facility and provide necessary supplies for the restroom facility. Unless specifically marked, parking spaces at Little Cedar Bayou Park are not reserved and are available on a first-come, first-served basis.

III.

The Association agrees to operate the Concession facility exclusively and to provide materials, equipment, supplies, and personnel necessary for operation. Further, the Association is responsible for furnishing equipment for the batting cages and concession stands at the youth softball facilities, including but not limited to the following: pitching machines, microwaves, refrigerators, ice machines, freezers, air conditioners and all other electrical appliances. The Association is responsible for maintenance of all furnished equipment in the concession stand and batting cages. The Association agrees to clean the restroom facilities, in addition to the City's regular cleaning schedule on an as needed basis, during the Association's use of the facilities to assure that the restrooms are clean and operable. The Association agrees to clean the concession portion and the batting cage area of the facility at its expense. All revenues produced by batting cages and concession operations shall belong to the Association. The Association is responsible for meeting all applicable laws, ordinances, and codes regarding the following: sales tax, safety, and any other issue relative to concession operations, batting cage operations, and conduct of all its activities at the youth softball facilities. Alcoholic beverage use, sales, or possession is prohibited by Ordinance at the youth softball facilities listed in Exhibit A and at any future youth softball facilities located on City property.

IV.

Batting cages shall not be open for use by the general public by the Association under any circumstance, unless the City gives its prior written permission, which permission shall not be unreasonably withheld. In any event, if the Association receives permission to open said batting cages to the public, such use shall be under the strict supervision of the Association. All provisions herein relating to insurance and indemnity to the City by the Association shall be applicable. Use of other softball facilities by the public will be limited to the following conditions: (a) During the period not covered by this Agreement, the public shall have the right to use the various youth softball facilities for pickup games at any time during park operating hours, except when the City is conducting maintenance or construction at the various facilities; and (b) During the period covered by this Agreement, the public shall have the right to play pickup softball or other field sports games at the youth baseball facilities listed in Exhibit A, at any time during park operating hours when no league/team practice, practice game, league game, tournament game, or playoff game is

scheduled; or the fields have not been **Specially Prepared** for such games (**Special Preparation** shall include marking, dragging, watering, painting, or other activity which would be disrupted or spoiled by indiscriminate use of the facilities by the public).

VI.

The Association shall indemnify and hold harmless the City, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the City arising, directly or indirectly, from any activities conducted or services performed by the Association under this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the Association.

VII.

To the extent allowed by law the City shall indemnify and hold harmless the Association, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the Association arising, directly or indirectly from any activities conducted or services performed by the City pursuant to this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the City.

VIII.

The Association shall keep and maintain during the term of this agreement, a comprehensive general liability policy, with the City named as **Additional Named Insured**, with limits of liability of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage per occurrence, with a maximum deductible of One Thousand (\$1,000.00) per occurrence. Thirty (30) days prior notice of policy cancellation shall be provided to the City. Effective policy must not exclude participants in the Association's scheduled or unscheduled activities at the facilities. Other policy exclusions are permissible, provided that they do not contradict the terms of this Agreement. The Association shall furnish the City with a **Certificate of Insurance** evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Agreement.

IX.

The Association shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, or any part, to any person, partnership, company, corporation, club or association without prior written consent of the City of La Porte.

X.

This instrument contains the entire Agreement between the parties relating to the rights granted in the agreement and the obligations assumed as a part of the Agreement. Any representations or modifications concerning this agreement shall have no force or effect unless modified in writing, and signed by each party to the Agreement.

XI.

This Agreement shall be in force for a period of five (5) years beginning with the date of its execution. At the end of the term of the Agreement, both the City and the Association have the option to continue the Agreement for an additional five (5) year term. Such option shall be executed in writing by the Commissioner of the Association and the City Manager, or his designee. Should either party choose not to exercise their option, the Agreement shall be considered at an end. During the term of this Agreement, the Association and the City may enter into separate Agreements regarding future capital improvement projects or other softball facilities that may be contemplated in the City.

XII.

The Association shall maintain a favorable financial position during the term of this agreement. The Association will provide an official annual report on the Association's fiscal condition to the City comprised of a combined expense statement/balance sheet as approved by the City's controller and mutually agreed to by the City and the Association along with supporting documentation. The City reserves the right to review the internal financial control structure of the Association and to perform other audit steps as necessary to protect its interests. The Annual Report on the Association's Fiscal Condition will be due to the City Sixty (60) days after the end of each fiscal year. Failure to provide requested financial information within the prescribed time limit will prompt a formal notification from the City to the Association of that the agreement is in Danger of Default and a request for satisfaction of the requirement within an additional fifteen (15) days from the date of official notification. If the requirement for financial statement submission is not met by that time, or arrangements to submit not made to the City's satisfaction within that time, the agreement will be considered in Default.

XIII.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Agreement shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of this Agreement.

XIV.

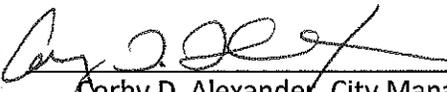
Nothing herein shall be construed as creating any personal liability on any part of any officer, employee or agent of the City. The Parties agree that no provision of this

Agreement is in any way intended to constitute a waiver of any immunities from suit or liability that the City has or may have by operation of law. The Parties further agree that no provision of this Agreement extends the liability of the City beyond the liability provided in the Texas Constitution and the laws of the State of Texas, including the Texas Tort Claims Act. Neither the execution of this Agreement nor any other conduct of CITY relating to this Agreement shall be considered a waiver of any right or defense under the Texas Constitution or the laws of the State of Texas, including the Texas Tort Claims Act.

IN TESTIMONY WHEREOF, this instrument has been renewed and executed in duplicate, each to have the effect of an original as follows:

- (A) It has been executed on behalf of the City on the 8th day of December, 2014 by its City Manager and attested by its City Secretary, pursuant to affirmative vote of the City Council of the City of La Porte, authorizing such execution; and
- (B) It has been executed on behalf the Association on the 2nd day of January, 2014 by its Commissioner and attested by its Secretary, pursuant to authorization from the Board of Directors of the La Porte Girl's Softball Association, authorizing such execution.

CITY OF LA PORTE, TEXAS

By: 
Corby D. Alexander, City Manager

ATTEST:


Patrice Fogarty, City Secretary

LA PORTE GIRL'S SOFTBALL ASSOCIATION

By: 
Albert Ramirez, Commissioner

ATTEST:


Association Secretary

APPROVED AS TO FORM:

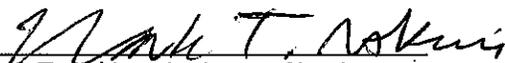

Clark T. Askins, Assistant City Attorney

EXHIBIT A

There are currently four (4) designated youth softball fields, one (1) combination concession/restroom facility, and two (2) batting cages covered by this Agreement at the date of execution. Additional fields and facilities that may be added in the future shall be considered a part of this agreement by signature of both parties. The designated youth softball facilities covered by this agreement are as follows:

LITTLE CEDAR BAYOU PARK

At the date of execution of this agreement, there are three youth softball fields located at Little Cedar Bayou Park, 600 Little Cedar Bayou Drive, La Porte, Texas.

La Porte #1 - designated as the youth softball field located north of the restroom/concession facility, and south of the entrance to Little Cedar Bayou Park, coming east off Little Cedar Bayou Drive.

La Porte #2 - designated as the youth softball field directly south of La Porte #1, and south of the restroom/concession facility.

La Porte #3 - designated as the youth softball field directly south of La Porte #2, bounded on the west side by the Multi-purpose Soccer Field, on the east by the adult soccer field, and on the south by Bay Forest Golf Course.

La Porte #4 - designated as the youth softball field bounded on the west side by the adult soccer field, bounded on the north side by the Little Cedar Bayou Wave Pool, and on the south by Bay Forest Golf Course.

Softball Concession/Restroom Facility - located between La Porte #1 and La Porte #2 as designated above.

Youth Softball Batting Cages - located directly east of La Porte #3 and west of the adult soccer field, as designated above.

**AGREEMENT BETWEEN THE CITY OF LA PORTE, TEXAS
AND THE LA PORTE GIRLS SOFTBALL ASSOCIATION
REGARDING THE USE OF YOUTH SOFTBALL FACILITIES**

WHEREAS, the City of La Porte, Texas (the "City") is the owner and operator of various youth softball facilities as part of the parks and recreational facilities of the community; and

WHEREAS, the La Porte Girls Softball Association (the "Association") has contributed funds in past years, which funds have been matched by the City, toward the construction of various amenities and facilities at the various softball facilities owned by the City; and

WHEREAS, the City wishes to recognize and commend the funding that has been provided by the Association;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.

In consideration of the Association's past contributions of funding for the construction of facilities at Little Cedar Bayou Park and the continuing contribution of youth recreation for girls in the La Porte community, the City will provide limited use of the youth softball facilities as described in "Exhibit A", which is attached and included as a part of this Agreement, to the Association for conduct of its league games, practice games, league/team practices, tournament games, and league playoff games from the first week in January through the last weekend in November for each year or part of a year that this Agreement is in effect. Use of the youth softball facilities is available daily, from 7:00 a.m. until 11:00 p.m. each day. The Association shall have exclusive right and responsibility for scheduling, organizing, providing rules of conduct, and conducting youth softball league games, practice games, league/team practices, tournament games, and league playoff games at the youth softball facilities listed in Exhibit A. Said rules of conduct shall be in conformance with laws and ordinances of the State of Texas and the City of La Porte. The City reserves the right to close the fields for field maintenance purposes, for inclement weather, or other reasonable cause.

II.

The City will assume responsibility for maintenance of all structures located on City property at Little Cedar Bayou Park as set forth in this Agreement. Except for routine marking, dragging, watering, and other field preparation as set out herein, the City will assume responsibility for maintenance and repair of fencing, parking lots, sidewalks, turf areas, and major field maintenance at the youth softball facilities listed in Exhibit A. The Association will be responsible for routine marking, and field preparation of the youth softball facilities either existing or in the future. The present youth softball facilities covered in this agreement are those specific areas listed in "Exhibit

A". The City will manage all operations related to facility and grounds maintenance at the softball facilities designated in Exhibit A.

The City has provided, with assistance from the Association, a concession/restroom facility, and a storage facility as listed in Exhibit A. The concession/restroom facility and permanent attachments to said facility are the property of the City. Except as set out herein, the City agrees to maintain the concession/restroom, and storage structure's various components including, electrical, plumbing, roofing, and other systems that contribute to their safe and efficient operation. The restroom portion of the facility is a shared facility for various uses at Little Cedar Bayou Park and is the property of the City. The City will provide daily weekday custodial services for the restroom facility and provide necessary supplies for the restroom facility. Unless specifically marked, parking spaces at Little Cedar Bayou Park are not reserved and are available on a first-come, first-served basis.

III.

The Association agrees to operate the Concession facility exclusively and to provide materials, equipment, supplies, and personnel necessary for operation. Further, the Association is responsible for furnishing equipment for the batting cages and concession stands at the youth softball facilities, including but not limited to the following: pitching machines, microwaves, refrigerators, ice machines, freezers, air conditioners and all other electrical appliances. The Association is responsible for maintenance of all furnished equipment in the concession stand and batting cages. The Association agrees to clean the restroom facilities, in addition to the City's regular cleaning schedule on an as needed basis, during the Association's use of the facilities to assure that the restrooms are clean and operable. The Association agrees to clean the concession portion and the batting cage area of the facility at its expense. All revenues produced by batting cages and concession operations shall belong to the Association. The Association is responsible for meeting all applicable laws, ordinances, and codes regarding the following: sales tax, safety, and any other issue relative to concession operations, batting cage operations, and conduct of all its activities at the youth softball facilities. Alcoholic beverage use, sales, or possession is prohibited by Ordinance at the youth softball facilities listed in Exhibit A and at any future youth softball facilities located on City property.

IV.

Batting cages shall not be open for use by the general public by the Association under any circumstance, unless the City gives its prior written permission, which permission shall not be unreasonably withheld. In any event, if the Association receives permission to open said batting cages to the public, such use shall be under the strict supervision of the Association. All provisions herein relating to insurance and indemnity to the City by the Association shall be applicable. Use of other softball facilities by the public will be limited to the following conditions: (a) During the period not covered by this Agreement, the public shall have the right to use the various youth softball facilities for pickup games at any time during park operating hours, except when the City is conducting maintenance or construction at the various facilities; and (b) During the period covered

by this Agreement, the public shall have the right to play pickup softball or other field sports games at the youth baseball facilities listed in Exhibit A, at any time during park operating hours when no league/team practice, practice game, league game, tournament game, or playoff game is scheduled; or the fields have not been ***Specialty Prepared*** for such games (***Special Preparation*** shall include marking, dragging, watering, painting, or other activity which would be disrupted or spoiled by indiscriminate use of the facilities by the public).

VI.

The Association shall indemnify and hold harmless the City, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the City arising, directly or indirectly, from any activities conducted or services performed by the Association under this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the Association.

VII.

To the extent allowed by law the City shall indemnify and hold harmless the Association, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the Association arising, directly or indirectly from any activities conducted or services performed by the City pursuant to this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the City.

VIII.

The Association shall keep and maintain during the term of this agreement, a comprehensive general liability policy, with the City named as ***Additional Named Insured***, with limits of liability of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage per occurrence, with a maximum deductible of One Thousand (\$1,000.00) per occurrence. Thirty (30) days prior notice of policy cancellation shall be provided to the City. Effective policy must not exclude participants in the Association's scheduled or unscheduled activities at the facilities. Other policy exclusions are permissible, provided that they do not contradict the terms of this Agreement. The Association shall furnish the City with a ***Certificate of Insurance*** evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Agreement.

IX.

The Association shall maintain a written policy requiring criminal background checks by April 1, 2020. The adopted policy shall require that all board members, coaches, employees, and volunteers of the Association submit to a criminal background check on an annual basis.

X.

The Association shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, or any part, to any person, partnership, company, corporation, club or association without prior written consent of the City of La Porte.

XI.

This instrument contains the entire Agreement between the parties relating to the rights granted in the agreement and the obligations assumed as a part of the Agreement. Any representations or modifications concerning this agreement shall have no force or effect unless modified in writing, and signed by each party to the Agreement.

XII.

The Initial Term of this Agreement shall be for a period, beginning with the date of its execution by both parties and extending until December 31, 2020. At the conclusion of the Initial Term the Agreement shall automatically renew for two (2) one-year Renewal Terms on January 1 of each successive year, unless either Party provides thirty (30) days written notice to the other party, before the end of the Initial Term or Renewal Term, as the case may be.

During the initial Term or during any Renewal Term, either Party may terminate the Agreement without cause at any time by providing thirty (30) days written notice to the other party.

During the term of this agreement, the Association and the City may enter into separate agreements regarding future capital improvement projects or other girl's softball facilities that may be contemplated in the City.

XIII.

The Association shall maintain a favorable financial position during the term of this agreement. The Association will provide an official annual report on the Association's fiscal condition to the City comprised of a combined expense statement/balance sheet as approved by the City's controller and mutually agreed to by the City and the Association along with supporting documentation. The City reserves the right to review the internal financial control structure of the Association and to perform other audit steps as necessary to protect its interests. The Annual Report on the Association's Fiscal Condition will be due to the City sixty (60) days after the end of each fiscal year. Failure to provide requested financial information within the prescribed time limit will prompt a formal notification from the City to the Association that the agreement is in danger of Default and a request for satisfaction of the requirement within an additional fifteen (15) days from the date of official notification. If the requirement for financial statement submission is not met by that time, or arrangements to submit not made to the City's satisfaction within that time, the agreement will be considered in Default.

XIV.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Agreement shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of this Agreement.

XV.

Nothing herein shall be construed as creating any personal liability on any part of any officer, employee or agent of the City. The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or liability that the City has or may have by operation of law. The Parties further agree that no provision of this Agreement extends the liability of the City beyond the liability provided in the Texas Constitution and the laws of the State of Texas, including the Texas Tort Claims Act. Neither the execution of this Agreement nor any other conduct of CITY relating to this Agreement shall be considered a waiver of any right or defense under the Texas Constitution or the laws of the State of Texas, including the Texas Tort Claims Act.

IN TESTIMONY WHEREOF, this instrument has been renewed and executed in duplicate, each to have the effect of an original as follows:

- (A) It has been executed on behalf of the City on the ___th day of _____, 2020 by its City Manager and attested by its City Secretary, pursuant to affirmative vote of the City Council of the City of La Porte, authorizing such execution; and
- (B) It has been executed on behalf the Association on the __th day of _____, 2020 by its Commissioner and attested by its Secretary, pursuant to authorization from the Board of Directors of the La Porte Girls Softball Association, authorizing such execution.

CITY OF LA PORTE, TEXAS

By: _____
Corby D. Alexander, City Manager

ATTEST:

Lee Woodward, City Secretary

LA PORTE GIRLS SOFTBALL ASSOCIATION

By: _____
Dickie Pollard, Commissioner

ATTEST:

Association Secretary

APPROVED AS TO FORM:

Clark T. Askins, Assistant City Attorney

EXHIBIT A

There are currently four (4) designated youth softball fields, one (1) combination concession/restroom facility, two (2) batting cages, and one (1) storage building covered by this Agreement at the date of execution. Additional fields and facilities that may be added in the future shall be considered a part of this agreement by signature of both parties. The designated youth softball facilities covered by this agreement are as follows:

LITTLE CEDAR BAYOU PARK

At the date of execution of this agreement, there are four youth softball fields located at Little Cedar Bayou Park, 600 Little Cedar Bayou Drive, La Porte, Texas.

La Porte #1 - designated as the youth softball field located north of the restroom/concession facility, and south of the entrance to Little Cedar Bayou Park, coming east off Little Cedar Bayou Drive.

La Porte #2 - designated as the youth softball field directly south of La Porte #1, and south of the restroom/concession facility.

La Porte #3 - designated as the youth softball field directly south of La Porte #2, bounded on the west side by the Multi-purpose Soccer Field, on the east by the adult soccer field, and on the south by Bay Forest Golf Course.

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Softball Concession/Restroom Facility - located between La Porte #1 and La Porte #2 as designated above.

Youth Softball Batting Cages - located directly east of La Porte #3 and west of the adult soccer field, as designated above.

Storage Building – located directly east of the youth softball batting cages and west of the adult soccer field, as designated above.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 10, 2020</u> Requested By: <u>Jason Weeks, Asst. City Mgr.</u> Department: <u>Administration/CMO</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: Agreement, Special Warranty Deed, IRS 501 c3 Exempt Determination Letter and Secretary of State Certificate Formation

Tax-
of

SUMMARY

At the 2017 City Council budget retreat held on April 22, 2017, the City Council discussed three items related to La Porte Cemetery – 1) mowing, 2) property donation, and 3) road paving. The City Council considered conveying the City-owned parcel of land located at the northeast corner of South 8th Street and West “M” Street to the cemetery to accommodate future growth of the cemetery. Staff has researched the history related to this parcel of land. On November 5, 2001 the City Attorney, Knox Askins presented Ethel Mae Smith an offer to purchase the parcel of land. At that time the fair market value of the property was \$27,500 for the 1.14 acres. On January 15, 2002 the property was transferred to the City of La Porte. Current fair market value of the property is \$149,000 (\$3.00 psf), based on the size and configuration of the lot, along with availability of existing utilities along S. 8th Street. Also, this parcel of land is zoned for general commercial and can be occupied by a number of office or retail uses as well as some minor office industrial operations. There is also a high probability that this site could be desirable for future single-family homes, if the required zone change were to be approved. Additionally, there is a major sanitary sewer line that runs along S. 8th Street and West “M” Street, which will require significant easements (30 ft) along those two streets.

In February 2018, staff brought the land conveyance item to City Council for approval. However, the Assistant City Attorney noticed that the La Porte Cemetery Association was not classified as a 501 c-3 non-profit, which prevented the City from conveying the property to the cemetery. In November 2019, staff received all the paperwork necessary to move forward with the land conveyance. The La Porte Cemetery Association worked with the Internal Revenue Service for the creation of the 501 c-3 nonprofit corporation, Friends of La Porte Cemetery.

According to Local Government Code 253.011, a municipality can transfer the land to the association, with exemption from bidding, as long as there is 1) an agreement between the parties that the land will be used for a public purpose (which our legal counsel has concluded that operation of a public cemetery meets this standard) and 2) the deed contains a reverter clause so that if the property ceases to be used as a cemetery the title transfers back to the City of La Porte. Attached to this agenda request is the Agreement and a Special Warranty Deed that meets these two requirements. Furthermore, the agreement specifies that the Friends of La Porte Cemetery, a Texas nonprofit corporation will be responsible for maintaining this property once deeded to them.

If the City Council still wishes to convey this property to the cemetery, staff recommends approving the agreement with the La Porte Cemetery Association via Friends of La Porte Cemetery, a Texas nonprofit corporation and conveying the property to them with the expectation that the La Porte Cemetery Association and Friends of La Porte Cemetery will utilize the property for public purposes, not use the easement areas for earthen burials and shall maintain the property once deeded to them.

RECOMMENDED MOTION

I move to approve a reverter agreement and special warranty deed with the Friends of La Porte Cemetery, a Texas nonprofit corporation pertaining to the conveyance of approximately 1.14 acres of land noted as Lots 1-16, inclusive, in Block 1151, of Town of La Porte, a subdivision in Harris County, Texas to the La Porte Cemetery Association to be utilized for public purposes.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

SPECIAL WARRANTY DEED

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: FEBRUARY 10th, 2020

Grantor: City of La Porte, Texas, a municipal corporation

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

Grantee: Friends of La Porte Cemetery, a Texas nonprofit corporation

Mailing Address: P.O. Box 1756, La Porte, Texas 77571

Consideration: Use of conveyed tract for public cemetery purposes
and other good and valuable considerations

Property (including any improvements):

Lots One (1) through Sixteen (16), inclusive, in Block 1151, of TOWN OF LA PORTE, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 57, Page 320 of the Deed Records of Harris County, Texas, SUBJECT TO GRANTOR'S RESERVATION OF A SANITARY SEWER EASEMENT ALONG THE ENTIRE EXTENT OF THE SOUTHERN AND WESTERN PROPERTY LINES OF THE CONVEYED PROPERTY, AND WHICH SANITARY SEWER EASEMENT SHALL EXTEND FROM SAID SOUTHERN AND WESTERN PROPERTY LINES OF THE CONVEYED PROPERTY THIRTY (30) FEET INTO THE INTERIOR OF THE CONVEYED PROPERTY. GRANTEE SHALL BE PROHIBITED FROM ERECTING OR PLACING ITEMS OR STRUCTURES OF ANY TYPE ON THE SURFACE AND WITHIN THE SUBSURFACE PORTION OF THE EASEMENT AREA.

Use of Property for public cemetery purposes; reverter:

In accordance with Texas Local Government Code Section 253.011 this conveyance is subject to the condition that the Property is to be used for the public purpose of operating a public cemetery and thereafter to be used solely for public cemetery purposes.

Grantee is to hold the Property while, and for so long as, the property is used for the purposes of operating a public cemetery and is properly maintained.

If and when the Property is ever used for purposes other than a public cemetery or is abandoned by Grantee, its successor or assigns, or the Property is not properly maintained, this conveyance shall be null and void, and title

to the Property shall absolutely and automatically revert to Grantor, its successors and assigns, without the necessity of re-entry or suit; and no act or omission on the part of Grantor or its successors and assigns shall be or constitute a waiver of the operation of this provision.

Reservations from and Exception to Conveyance and Warranty:

Taxes for the current year, to the extent applicable, are assumed by Grantee. This conveyance is made subject and 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 and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

CITY OF LA PORTE, TEXAS

By: _____
LOUIS R. RIGBY
Mayor

ATTEST:

City Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of FEBRUARY, 2020, by LOUIS R. RIGBY, Mayor of the City of La Porte, Texas, a municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Askins & Askins, P.C.
P.O. BOX 1218
La Porte, TX 77572-1218

Askins & Askins, P.C.
P.O. BOX 1218
La Porte, TX 77572-1218

REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as of this 10th day of FEBRUARY, 2020, by and between the City of La Porte, Texas, a municipal corporation, having an address of 604 W. Fairmont Pkwy., and the Friends of La Porte Cemetery, a Texas nonprofit corporation, having an address of P.O. Box 1756, La Porte, Texas 77571.

RECITALS

- A. WHEREAS Texas Local Government Code Section 253.011 authorizes a municipality with a population less than 1.9 million to transfer real property to a nonprofit organization, without complying with the notice and bidding requirements of Local Government Code Section 272.001(a) or other law, conditioned on the execution of a Reverter Agreement wherein the nonprofit organization promises to use the property in a manner that “primarily promotes a public purpose”.
- B. WHEREAS the Reverter Agreement must be accompanied by a “instrument of transfer” that contains a provision that requires the nonprofit organization to use the property in a manner that primarily promotes a public purpose and that further provides that ownership of the property automatically reverts to the municipality if the nonprofit organization at any time fails to use the property in such a manner.
- C. WHEREAS the City of La Porte owns in fee simple real estate described as Lots 1 through 16, Block 1151, Town of La Porte, and located adjacent to property currently used as a public cemetery and commonly known as the La Porte Cemetery.
- D. WHEREAS the City of La Porte has determined that the Property is surplus property, and due to its proximity to the La Porte Cemetery, would best serve the needs of the citizens of La Porte if utilized in connection with the operation of a public cemetery.
- E. WHEREAS the Friends of La Porte Cemetery has expressed its desire to acquire the Property from the City of La Porte for use as a public cemetery.
- F. WHEREAS the City of La Porte is only willing to convey the Property to the Friends of La Porte Cemetery on the condition that Friends of La Porte Cemetery execute a Reverter Agreement wherein it promises to use the Property for the public purpose of operating a public cemetery.
- G. WHEREAS the City of La Porte finds that Friends of La Porte Cemetery is an organization that is exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986, as amended, and that the La Porte Cemetery is a public cemetery.

NOW THEREFORE, in consideration of the transfer of the Property to the Friends of La Porte Cemetery and other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1. In accordance with Texas Local Government Code Section 253.011 the City agrees to convey to Friends of La Porte Cemetery that certain real estate described on Exhibit “A” attached hereto (the “Property”) pursuant to a Deed of even date herewith between the City and Friends of La Porte Cemetery with right conferred to Friends of La Porte Cemetery to own and occupy the Property so long as and on the condition that the Property 1) is used by the Friends of La Porte Cemetery for the public purpose of operating a public cemetery and 2) is properly maintained.

Section 2. In the instance that the Property is ever used for a purpose or function other than for public cemetery purposes or is abandoned by Friends of La Porte Cemetery, or should the Property not be properly maintained, then title to the Property shall absolutely and automatically revert to the City of La Porte. For such purposes Friends of La Porte Cemetery expressly agrees that upon the occurrence an event causing title to revert to the City of La Porte it shall not be required that the City of La Porte file suit or re-enter the property, and furthermore, Friends of La Porte Cemetery agrees that no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation of this provision.

Section 3. In the event the Property reverts to the City of La Porte under the terms of this Agreement and the Deed executed in connection therewith, then if necessary, Friends of La Porte Cemetery will provide a warranty deed to the Property in form and substance acceptable to City of La Porte, evidencing the re-conveyance of the Property.

Section 4. Friends of La Porte Cemetery agrees that conveyance of the Property is expressly subject to the terms of this Agreement and the Deed executed by the City of La Porte in connection therewith.

Section 5. Friends of La Porte Cemetery will not place any additional liens or encumbrances on the Property except as consented to by the City of La Porte, and in accordance with the reservation of a thirty (30) foot sanitary sewer easement contained in the aforementioned Deed, refrain from placing any items or structures on the surface or in the subsurface portion of the easement area, including but not limited to the erection of headstones or grave markers, and the interment of remains below the surface.

Section 6. This Agreement shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of their successors and assigns.

Section 7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

Section 8. This Agreement may only be modified or amended by a written agreement signed by authorized representatives of the parties hereto.

WITNESS the following signatures as of the year and date first above written.

CITY OF LA PORTE, TEXAS

By: Louis R. Rigby, Mayor

ATTEST

City Secretary

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on 10th day of FEBRUARY, 2020, by Louis R. Rigby, Mayor of the City of La Porte, Texas, a municipal corporation.

Notary Public, State of Texas

FRIENDS OF LA PORTE CEMETERY

By: Debbie Grasso, President
of the Friends of La Porte Cemetery

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 10th day of FEBRUARY, 2020, by Debbie Grasso, president of the Friends of La Porte Cemetery, a Texas nonprofit corporation.

Notary Public, State of Texas

EXHIBIT A

Lots One (1) through Sixteen (16), inclusive, in Block 1151, of TOWN OF LA PORTE, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 57, Page 320 of the Deed Records of Harris County, Texas, SUBJECT TO RESERVATION OF A SANITARY SEWER EASEMENT ALONG THE ENTIRE EXTENT OF THE SOUTHERN AND WESTERN PROPERTY LINES OF THE CONVEYED PROPERTY, AND WHICH SANITARY SEWER EASEMENT SHALL EXTEND FROM SAID SOUTHERN AND WESTERN PROPERTY LINES OF THE CONVEYED PROPERTY THIRTY (30) FEET INTO THE INTERIOR OF THE CONVEYED PROPERTY.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 02 2019

FRIENDS OF LA PORTE CEMETERY
C/O MELISSA B FISHER
PO BOX 1756
LA PORTE, TX 77571

Employer Identification Number:
82-5342914
DLN:
17053043373049
Contact Person:
DIANA DAVENPORT ID# 31885
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 17, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

FRIENDS OF LA PORTE CEMETERY

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

April 17, 2018

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc.
101 N. Brand Blvd, 10th Floor
Glendale, CA 91203 USA

RE: Friends of La Porte Cemetery
File Number: 802990801

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Tiffany Garcia

Fax: (512) 463-5709
TID: 10286

Dial: 7-1-1 for Relay Services
Document: 807863210002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

**Friends of La Porte Cemetery
File Number: 802990801**

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/17/2018

Effective: 04/17/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Form 202

Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation
 Nonprofit Corporation**

Filed in the Office of the
 Secretary of State of Texas
 Filing #: 802990801 04/17/2018
 Document #: 807863210002
 Image Generated Electronically
 for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Friends of La Porte Cemetery

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

United States Corporation Agents, Inc.

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

9900 Spectrum Drive Austin TX 78717

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Debbie Grasso**

Title: **Director**

Address: **1301 South 8th Street La Porte TX, USA 77571**

Director 2: **Leann Daniels**

Title: **Director**

Address: **1301 South 8th Street La Porte TX, USA 77571**

Director 3: **Melissa Fisher**

Title: **Director**

Address: **1301 South 8th Street La Porte TX, USA 77571**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

To raise funds and donate to La Porte Cemetery Association for the maintenance and upkeep of the non-profit association.

Supplemental Provisions / Information

**Addendum to
Certificate of Formation of
Friends of La Porte Cemetery**

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: To raise funds and donate to La Porte Cemetery Association for the maintenance and upkeep of the non-profit association.

No part of the net earnings of this organization shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

LegalZoom.com, Inc. 101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Cheyenne Moseley, Asst. Secretary, LegalZoom.com, Inc.

Signature of organizer.

FILING OFFICE COPY



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 10, 2020</u>
Requested By: <u>Corby Alexander</u>
Department: <u>City Manager's Office</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:

Petition to Revoke Business Permit;
Notice to Permit Holder of Petition and Hearing

SUMMARY

On January 29, 2020 at approximately 3:06 pm Detectives of the La Porte Police Department conducted an undercover "sting" operation at Perfect Massage, 11001 C Fairmont Pkwy. The Police Department arrested an employee for violation of the City of La Porte Code of Ordinances Section 22-423 (a). Section 22-423 (b) of the City of La Porte Code of Ordinances allows the City to revoke the massage business permit based on the results of the "sting" operation. Specific language follows below:

Sec. 22-423. - Suspension and revocation of permits

(a) A massage business permit may be revoked or suspended in any case where any of the provisions of this article are violated, or where any licensee or employee of the licensee is engaged in any conduct which violates any of the state laws or city ordinances at the permittee's place of business, including, but not limited to, working without a state license, engaging in sexual contact with customers, or working in the nude, and the permittee has actual or constructive knowledge thereof by due diligence. The revocation proceedings shall be as prescribed by subsection (b) of this section.

(b) A massage business permit may be revoked or suspended by the city council after notice and hearing for any cause set forth in this section. The director of planning and development or his authorized agent shall initiate such proceedings by petition to the city secretary in writing setting forth specifically the grounds for revocation or suspension, and if a suspension, the length of time for which such suspension is requested. A copy of such petition shall be mailed to the last known address of the permit holder. Notice of the time and date of the hearing, again setting forth the specific grounds upon which the director of planning and development's petition is based, shall be given in writing by the city secretary through certified United States mail to the permittee at his last known address at least five days prior to the date set for such hearing.

The city council shall, by a majority vote, determine whether or not such permit shall be revoked or suspended, and such action shall be final and conclusive.

Staff requests City Council hold a hearing to receive comment regarding the request to revoke the massage business permit issued to the owners and operators of the business for Perfect Massage located at 11001 C Fairmont Parkway for violation of Section 22-423(a) of the City of La Porte Code of Ordinances, followed by discussion and possible action to revoke the massage business permit issued to the owners and operators of the business for Perfect Massage.

RECOMMENDED MOTION

I move to revoke the massage business permit for Perfect Massage located at 11001 C Fairmont Parkway, La Porte, Texas 77571.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



February 3, 2020

Lee Woodward, City Secretary
City Secretary's Office
604 W. Fairmont Pkwy
La Porte, Texas 77571

RE: Petition to Revoke Massage Business Permit
Perfect Massage, 11001 W. Fairmont Parkway, Suite C
La Porte, Texas 77571

Dear Ms. Woodward,

Pursuant to the City of La Porte Code of Ordinances Section 22-423(b), please accept this written petition to revoke the massage business permit issued by the City of La Porte Planning and Development Department to Perfect Massage, located at 11001 W. Fairmont Parkway, Suite C, La Porte, TX 77571.

This petition is in response to a City of La Porte Police Department arrest made on January 29, 2020, of a Perfect Massage employee for violation of Section 22-423(a), "engaging in sexual contact with customers".

Please place the petition to revoke the massage business permit for Perfect Massage on the February 10, 2020 agenda for City Council consideration.

Sincerely,

Teresa Evans, Director
Planning and Development
City of La Porte, TX

Cc: Corby Alexander, City Manager
Jason Weeks, Assistant City Manager



February 3, 2020

Certified Mail 7005 0390 0004 8169 8448

Juan Wei Li
7002 Arcadia Meadow Ct.
Richmond, TX 77407-2308



RE: Notice of Petition and Hearing
Revocation of Massage Business Permit
Perfect Massage, 11001 W. Fairmont Pkwy, Ste. C
La Porte, TX 77571

Dear Juan Wei Li:

As the permit holder of record for the Perfect Massage business establishment, located at 11001 W. Fairmont Parkway Suite C, La Porte, TX 77571, be advised your city permit is the subject of a petition in accordance with the City of La Porte Code of Ordinances Section 22-423(b). **This letter serves as notice of a hearing before City Council on February 10, 2020, at 6:00 pm in the La Porte City Council Chambers, 604 W. Fairmont Parkway concerning the revocation of the massage business permit for Perfect Massage.**

The Planning and Development Department recommends the City Council revoke the massage business permit for violation of Section 22-423(a), "engaging in sexual contact with customers". Please review the attached documentation. You may attend the hearing to testify or to submit relevant documentation on your behalf. You may also submit relevant documentation in advance to the Planning and Development Department, located at 604 W. Fairmont, La Porte, TX 77571.

If you have any questions regarding these proceedings, please call me at 281-470-5056.

Sincerely,

Teresa Evans
Director of Planning and Development
City of La Porte, Texas

Enclosures (2):

1. Petition letter to City Secretary
2. City of La Porte Code of Ordinance, Massage Business

Cc: 11001 TX LLC
11001 W Fairmont Pkwy., La Porte, TX 77571-6002

Sec. 22-423. - Suspension and revocation of permits.

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(Ord. No. 2019-3754, § 1, 7-22-19)



City of La Porte

Established 1892

Planning and Development Department

Teresa Evans, Director

February 3, 2020



Lee Woodward, City Secretary
City Secretary's Office
604 W. Fairmont Pkwy
La Porte, Texas 77571

RE: Petition to Revoke Massage Business Permit
Perfect Massage, 11001 W. Fairmont Parkway, Suite C
La Porte, Texas 77571

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Please place the petition to revoke the massage business permit for Perfect Massage on the February 10, 2020 agenda for City Council consideration.

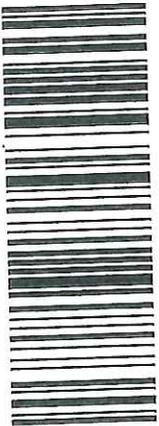
Sincerely,

Teresa Evans, Director
Planning and Development
City of La Porte, TX

Cc: Corby Alexander, City Manager
Jason Weeks, Assistant City Manager

NEOPOST FIRST-CLASS MAIL
02/03/2020
US POSTAGE \$006.90

ZIP 77571
041M1 1290268



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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To Juan Wei Li
Street, Apt. No.,
or PO Box No. 7002 Arcadia Meadow Ct.
City, State ZIP+4 Richmond, TX 77407-2308

PS Form 3800, June 2002 See Reverse for Instructions



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

COPY

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Juan Wei Li
 Perfect Massage
 11001 W. Fairmont Parkway, Suite C
 La Porte, TX 77571

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7005 0390 0004 8169 8431

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Certified Mail

- A mailing receipt
- A unique identifier
- A record of delivery
- Important Return Receipt for Certified Mail
- Certified Mail fee
- NO INSURANCE
- For an additional fee, Endorsement Receipt (PS Form 3811) is required.
- For an additional fee, Endorsement Receipt (PS Form 3811) is required.
- If a postmark is not on the receipt, a duplicate receipt is not required.
- If a postmark is not on the receipt, a duplicate receipt is not required.

IMPORTANT: See Internet access addressed to All



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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To Juan Wei Li
 Street, Apt. No.,
 or PO Box No. 7002 Arcadia Meadow Ct.
 City, State, ZIP+4 Richmond, TX 77407-2308

PS Form 3800, June 2002 See Reverse for Instructions



February 3, 2020

Certified Mail 7005 0390 0004 8169 8431

Juan Wei Li
Perfect Massage
11001 W. Fairmont Parkway, Suite C
La Porte, Texas 77571



RE: Notice of Petition and Hearing
Revocation of Massage Business Permit
Perfect Massage, 11001 W. Fairmont Pkwy, Ste. C
La Porte, TX 77571

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The Planning and Development Department recommends the City Council revoke the massage business permit for violation of Section 22-423(a), "engaging in sexual contact with customers". Please review the attached documentation. You may attend the hearing to testify or to submit relevant documentation on your behalf. You may also submit relevant documentation in advance to the Planning and Development Department, located at 604 W. Fairmont, La Porte, TX 77571.

If you have any questions regarding these proceedings, please call me at 281-470-5056.

Sincerely,

Teresa Evans
Director of Planning and Development
City of La Porte, Texas

Enclosures (2):

1. Petition letter to City Secretary
2. City of La Porte Code of Ordinance, Massage Business

Cc: 11001 TX LLC
11001 W Fairmont Pkwy., La Porte, TX 77571-6002



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(Ord. No. 2019-3754, § 1, 7-22-19)



City of La Porte

Established 1892

Planning and Development Department

Teresa Evans, Director

February 3, 2020

 **COPY**

Lee Woodward, City Secretary
City Secretary's Office
604 W. Fairmont Pkwy
La Porte, Texas 77571

RE: Petition to Revoke Massage Business Permit
Perfect Massage, 11001 W. Fairmont Parkway, Suite C
La Porte, Texas 77571

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Please place the petition to revoke the massage business permit for Perfect Massage on the February 10, 2020 agenda for City Council consideration.

Sincerely,

Teresa Evans, Director
Planning and Development
City of La Porte, TX

Cc: Corby Alexander, City Manager
Jason Weeks, Assistant City Manager



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

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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: Juan Wei Li (Perfect Massage)
 Street, Apt. No., or PO Box No.: 11001 W. Fairmont Pkwy, Suite C
 City, State, ZIP+4: La Porte TX 77571

PS Form 3800, June 2002 See Reverse for Instructions

Juan Wei Li
Perfect Massage
11001 W. Fairmont
La Porte, Texas 77571

CERTIFIED MAIL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Juan Wei Li
 7002 Arcadia Meadow Ct.
 Richmond, TX 77407-2308

2. Article Number
 (Transfer from service label)

7005 0390 0004 8169 8448

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

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LPTB 69TR 816EJ
4000 06ED 5007

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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To: Juan Wei Li (Perfect Massage)
Street, Apt. No.,
or PO Box No.: 11001 W. Fairmont Pkwy, Suite C
City, State, ZIP+4: La Porte TX 77571

PS Form 3800, June 2002

See Reverse for Instructions



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 10, 2020
Requested By: Matt Daeumer, Asst. Chief
Department: Police
 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 type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: 2019 Racial Profiling Report

SUMMARY

The attached report is provided in accordance with Article 2.132 (7) of the Texas Code of Criminal Procedures. The Code requires that the police department annually report, to its governing body, data collected on the race or ethnicity of individuals stopped for traffic violations and subsequently cited, searched and/or arrested.

The report indicates that the La Porte Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training, and the collection of data in compliance with the law. As a result of this analysis, and the listed statistics, it is believed that the officers of the La Porte Police Department are operating appropriately and without bias relating to individual violator race, ethnicity, or national origin.

RECOMMENDED MOTION

Acceptance of the 2019 La Porte Police Department Racial Profiling Report as presented by the Chief of Police.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



City of La Porte

Established 1892

Police Department

Recognized as a Best Practices Agency by
the Texas Association of Police Chiefs



February 10, 2020

To: La Porte City Council

Thru: Corby Alexander, City Manager

From: Ron Parker, Chief of Police

Subject: 2019 Racial Profiling Report for the La Porte Police Department

Honorable Council Members:

The following report is provided in accordance with Article 2.132 of the Texas Code of Criminal Procedures. The Code requires that the police department annually report, to its governing body, data collected on the race or ethnicity of individuals contacted on all motor vehicle stops, regardless of the enforcement action taken. Reporting must take place on or before March 1st of each year.

The following report meets this requirement by providing a detailed analysis of the La Porte Police Department's policies, training, and statistical information on racial profiling for the year 2019. To assist City Council in their examination of the included data, detailed demographic data has also been provided relating to the City of La Porte, Harris County, and the State of Texas. For the purposes of this report and analysis, the following definition of racial profiling is used: *racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).*

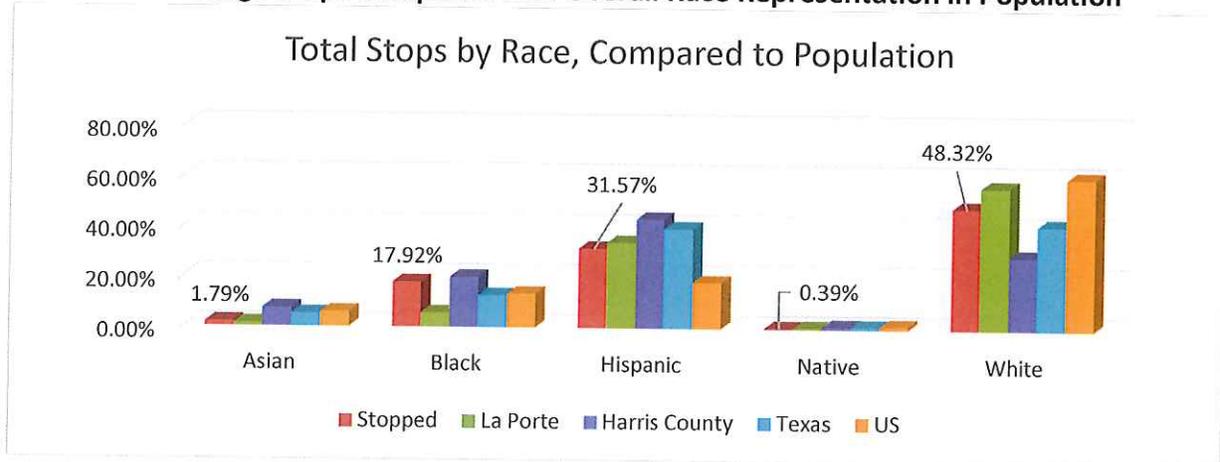
La Porte Police Department Policy/ Training on Racial Profiling

A review of La Porte Police Department Policy 314 and 401.2.6 provide evidence that the department has adopted policies in compliance with Article 2.132 of the Texas Code of Criminal Procedure. There are several specific requirements mandated by Article 2.132 that a law enforcement agency's Racial Profiling Policy must address. Each of these requirements are covered in the La Porte Police Department's Racial Profiling Policy, which provides clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including termination. The regulations also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. All members of the La Porte Police Department have received formal training required by the State of Texas relating to Racial Profiling and have been provided, and signed for copies of the departmental policy in question. Additionally, the policy is required to be reviewed with all employees by supervisors on a bi-annual basis.

La Porte Police Department Statistical Data on Racial Profiling

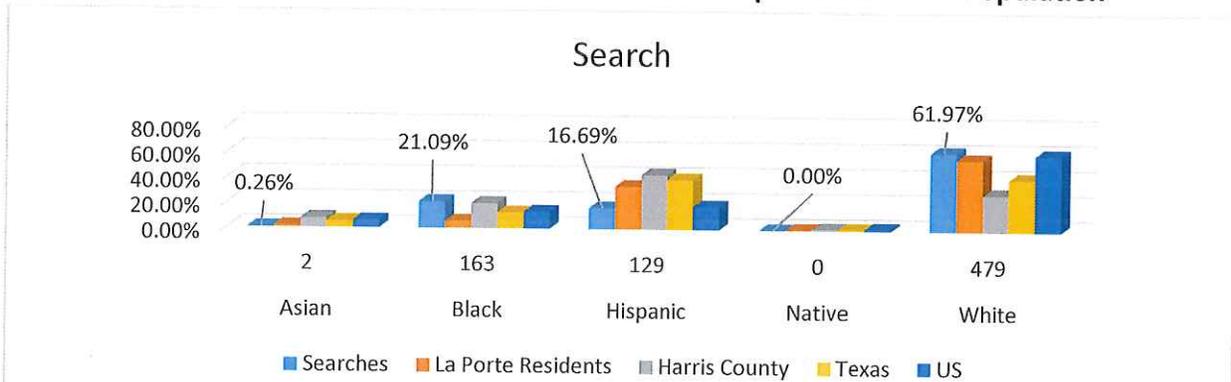
In accordance with Departmental Policy, Officers of La Porte Police Department submitted statistical information on all motor vehicle stops in 2019 and accompanying information on the race of the person contacted. This data has been aggregated and is presented in the following tables, accompanied by relevant information on searches, arrests, and demographic information.

Percentage Stops Compared with Overall Race Representation in Population



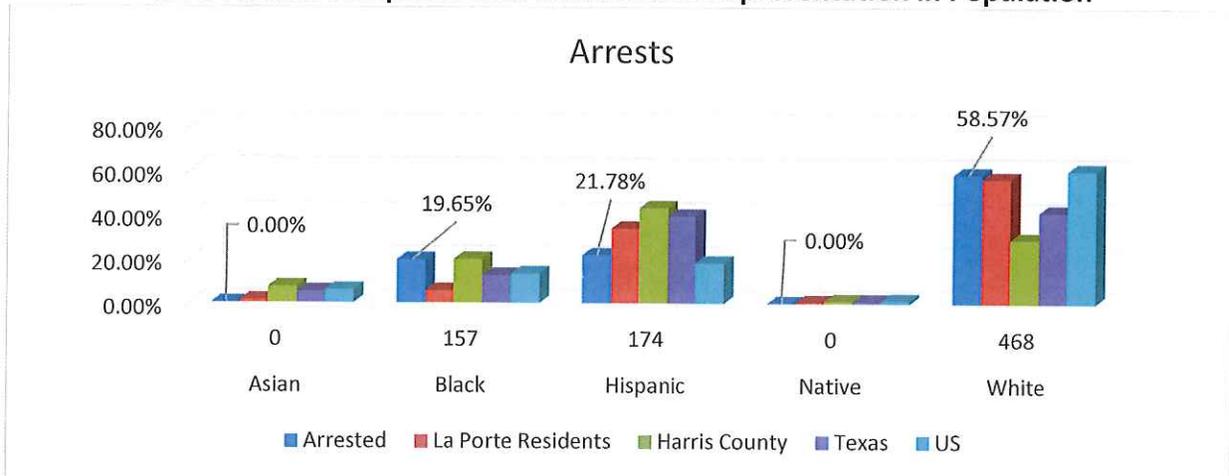
Race	La Porte PD Stops	LPPD Percent Stopped by Race	La Porte Population Representation	Harris County Population Representation	Texas Population Representation
Asian	414	1.79%	1.30%	7.40%	5.20%
Black	4136	17.92%	5.60%	19.90%	12.70%
Hispanic	7287	31.57%	34.00%	43.30%	39.60%
Native	91	0.39%	0.60%	1.10%	1.00%
White	11153	48.32%	56.60%	29.10%	41.50%
Total	23081	100%	98.10%	100.80%	100.00%

LPPD Searches Compared with Overall Race Representation in Population



Race	LPPD Searches	La Porte PD Percent Searched by Race	La Porte Population Representation	Harris County Population Representation	Texas Population Representation
Asian	2	0.26%	1.30%	7.40%	5.20%
Black	163	21.09%	5.60%	19.90%	12.70%
Hispanic	129	16.69%	34.00%	43.30%	39.60%
Native	0	0.00%	0.60%	1.10%	1.00%
White	479	61.97%	56.60%	29.10%	41.50%
Total	773	100.00%	98.10%	100.80%	100.00%

LPPD Arrests Compared with Overall Race Representation in Population



Race	LPPD Arrests	La Porte PD Percent Arrested by Race	La Porte Population Representation	Harris County Population Representation	Texas Population Representation
Asian	0	0.00%	1.30%	7.40%	5.20%
Black	157	19.65%	5.60%	19.90%	12.70%
Hispanic	174	21.78%	34.00%	43.30%	39.60%
Native	0	0.00%	0.60%	1.10%	1.00%
White	468	58.57%	56.60%	29.10%	41.50%
Total	799	100.00%	98.10%	100.80%	100.00%

The above statistics seem to indicate that Black drivers were contacted, searched, and arrested incident to motor vehicle stops at a rate higher than the percentage of their respective residency within the City of La Porte, but at a lower rate than the percentage of their respective residency within the greater Harris County Region. As such, while noticeable, easy determinations regarding whether or not La Porte officers have “racially profiled” a given motorist are difficult given the fact that many drivers stopped by police officers are not residents of La Porte and may be traveling within or through the City from other areas of the county/state/country. As detailed above, these areas are much more highly represented by minority populations and may therefore account for larger percentages of non-resident motor vehicle operators, making comparisons relating strictly to La Porte area populations impractical.

In the interest of being thorough, the police department made a statistical analysis of the data in order to determine actual motor vehicle stops of La Porte residents, along with respect to percentages by driver’s race. Findings revealed, that overall, approximately 19% of all motor vehicle stops conducted by LPPD involved La Porte residents. This equates, approximately, to only one of every five motor vehicle stops conducted, involved local residents. Otherwise stated, 81% of all motor vehicle stops made by La Porte Police Officers involved drivers who do not live in the City of La Porte. Furthermore, when broken down by driver race, the majority of stops were overwhelmingly white drivers (70%). The remaining breakdown by race, regarding La Porte residents stopped by La Porte Police Officers in 2019, were as follows: Hispanic – 16% Black – 14%; Asian - 0.59%, Native American – 0.11%.

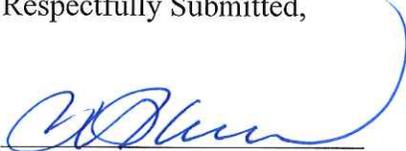
Additionally, the absence of any verifiable race/ethnicity data on the driver's license is troubling given the possibility that officers may misclassify individuals. This is a particular problem when dealing with citizens who are of mixed racial decent. As such, the validity of any racial/ethnic disparities discovered in the aggregate level data becomes threatened in direct proportion to the number of subjective "guesses" officers are forced to make when trying to determine an individual's racial/ethnic background. This may account for why Hispanic drivers are represented at a rate far lower than local, county, and state population projections, while Caucasian and Black drivers are more highly represented. In other words, officers may, for example, be listing mixed race drivers as being Caucasian or Black, when these individuals may, for census purposes, have identified themselves as Hispanic.

Finally, it is important to note that the included census data represents U.S. Census population figure estimates according to Demographic Profile Data of General Population and Housing Characteristics representing all age groups, yet does not take into account a specific combination of age and race regarding the percentage of the drivers who were actually stopped. Additionally, while population figure estimates are represented here, updates of the actual demographic statistics for the year 2019 are not yet available.

Still, the La Porte Police Department is committed to providing public safety without bias of any type and will continue to closely track, monitor, and regulate employee activities in order to ensure that biased-based policing does not occur. A review of internal administrative records indicated that during 2019 the department received no motor vehicle stop complaints that could be categorized as involving some type of racial profiling allegation.

In summary, the foregoing analysis shows that the La Porte Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training, and the collection of data in compliance with the law. As a result of this analysis, and the listed statistics, it is my belief that the officers of the La Porte Police Department are operating appropriately and without bias relating to individual violator race, ethnicity, or national origin.

Respectfully Submitted,



Ron Parker
Chief of Police



**Council Agenda Item
February 10, 2020**

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

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