

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Councilmember District 1
CHUCK ENGELKEN
Councilmember District 2



DARYL LEONARD
Councilmember District 3
VACANT
Councilmember District 4
JAY MARTIN
Mayor Pro-Tem
Councilmember District 5
MIKE CLAUSEN
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held July 13, 2015, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** - The invocation will be given by Rickie Edwards, New Hope Missionary Baptist Church.
- 3. PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance will be led by Councilmember Daryl Leonard.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Harley's Angels Cruzin' to Cure Day - Mayor Rigby
- 5. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding the minutes of the Regular City Council Meeting held on June 22, 2015 and Special Called City Council Meeting held on June 29, 2015 - P. Fogarty
 - (b) Consider approval or other action regarding a Resolution authorizing the City Manager to execute all contracts and agreements with the State of Texas and such other parties that shall be necessary for conducting a business study of the La Porte Municipal Airport with expenditures from Fiscal Year 2016 Budget of \$9,000.00 - D. Mick
 - (c) Consider approval or other action regarding a Resolution to approve revised Harris County Multi-Hazard Mitigation Plan for the City of La Porte - K. Gauthier
 - (d) Consider approval or other action regarding an Ordinance amending Chapter 70 "Traffic and Vehicles" of the City of La Porte Code of Ordinances by revising certain regulations related to enforcement of school zones within the corporate limits of the City of La Porte - K. Adcox
 - (e) Consider approval or other action authorizing the Mayor to execute an agreement between San Jacinto Community College District and the City of La Porte for the transfer of obsolete Self Contained Breathing Apparatus equipment and parts - T. Leach

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding recommendation of the La Porte Planning and Zoning Commission to approve an Ordinance amending Chapter 106 "Zoning" of the Code of Ordinances of the City of La Porte by adding definitions, and revising regulations related to exterior storage, tree preservation and temporary signs; consider approval or other action regarding an Ordinance amending Chapter 106 "Zoning" of the Code of Ordinances of the City of La Porte by adding new definitions, and revising regulations related to exterior storage, tree preservation and temporary signs - E. Ensey

8. DISCUSSION OR OTHER ACTION

- (a) Discussion and possible action regarding report on list of Dangerous Buildings in La Porte - R. Davidson
- (b) Discussion and possible action regarding request of WCA to increase commercial containerized solid waste collection fees, under terms of City of La Porte-WCA commercial solid waste collection franchise agreement - D. Mick

9. REPORTS

- (a) Receive report of the Drainage and Flooding Committee - Councilmember Clausen

10. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, July 16, 2015
- City Council Meeting, Monday, July 27, 2015

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

12. EXECUTIVE SESSION

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

Texas Government Code, Section 551.074 – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: City Manager Corby Alexander.

Texas Government Code, Section 551.087(1) – Deliberations regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for development of residential dwellings in City northside.

Texas Government Code, Section 551.087(1) – Deliberations regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for residential and commercial development near Bay Area Blvd.

Texas Government Code, Section 551.087(1) – Deliberations regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for mixed use residential and commercial complex in City eastside.

Texas Government Code, Section 551.071(2) – Consultations with Attorney: Meet with City Attorney and City Manager to discuss effect of Obergefell vs. Hodges decision on City employment policies and procedures.

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

14. **ADJOURN**

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

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

CERTIFICATION

I certify that a copy of the July 13, 2015, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on July 7, 2015.

Patrice Fogarty



**Council Agenda Item
July 13, 2015**

1. **CALL TO ORDER**
2. **INVOCATION** - The invocation will be given by Rickie Edwards, New Hope Missionary Baptist Church.
3. **PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance will be led by Councilmember Daryl Leonard.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Harley's Angels Cruzin' to Cure Day - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Office of the Mayor



Proclamation

WHEREAS, Harley's Angels Cruzin' to Cure is a group of women motorcycle enthusiasts dedicated to promoting breast cancer awareness, research, and education; and

WHEREAS, their primary fundraising project is the publication of a calendar featuring the women of "Harley's Angels." The calendar is tastefully designed featuring the women of Harley's Angels and their motorcycles. They are not your stereo typical "biker babes." Harley's Angels keep it real; real women and real bikes riding for the cause, and several breast cancer survivors are among the group; and

WHEREAS, Harley's Angels' first calendar was published in 2003; and with twelve successful calendar years, their calendars are likely to be found anywhere from bike stores to grandmother's kitchen. **Harley's Angels** has donated over \$700,000 to two of Houston's finest research centers; and

WHEREAS, Harley's Angels Cruzin to Cure is a Texas non-profit 501(c)3 all-volunteer organization. They launched their 2015 fundraising year with a beautiful new calendar, and the citizens of La Porte can join in the crusade with their donations in the fight against breast cancer.

Now therefore, I, Louis R. Rigby, Mayor of the City of La Porte, along with members of the La Porte City Council, in appreciation of your valuable service in the fight against breast cancer, do hereby proclaim July 13, 2015 as

"Harley's Angels Cruzin' to Cure Day"

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 13th day of July, 2015.

CITY OF LA PORTE

Louis R. Rigby, Mayor



Council Agenda Item July 13, 2015

- 6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
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 - (c) Consider approval or other action regarding a Resolution to approve revised Harris County Multi-Hazard Mitigation Plan for the City of La Porte - K. Gauthier
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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
JUNE 22, 2015**

The City Council of the City of La Porte met in a regular meeting on **Monday, June 22, 2015**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. CALL TO ORDER

Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Kaminski, Earp, Engelken, Leonard and Martin. Absent: Councilmembers Clausen and Zemanek. Also present were City Secretary Patrice Fogarty and City Manager Corby Alexander.

2. INVOCATION – The invocation was given by Michael Abportus, Congregation Benim Avraham.

3. PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Mayor Rigby.

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

John Focke, 111 S. Y St., addressed Council in regards to concerns with the number of individuals living in a leased home in his subdivision and the number of vehicles parked at the home.

Catherine Focke, 111 S. Y St., addressed Council regarding two dogs running loose that are owned by the individuals leasing that home in her subdivision. Ms. Focke expressed concerns that the dogs may be a threat.

Charlotte Mahoney, 227 S. Y St., addressed Council and expressed her condolences for the passing of Councilmember Moser and requested Council address the concerns with the individuals leasing the home in her and the Fockes subdivision.

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

(a) Consider approval or other action regarding the minutes of the regular meeting held on June 8, 2015 – P. Fogarty

(b) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing a portion of the W. D Street Right-of-Way, the W. E Street Right-of-Way, the S. 13th Street Right-of-Way, the S. 14th Street Right-of-Way, S. 15th Street Right-of-Way, and the entire alley in Blocks 794,826, and 827, La Porte; retaining a 20-foot wide drainage easement within the W. E

Street Right-of-Way; and a 26-foot drainage easement within the W. F Street Right-of-Way; accepting a 5,000 square foot portion of the previously abandoned W. F Street Right-of-Way from the applicant for public right-of-way purposes; and authorizing the City Manager to execute a deed to the adjacent owners for the subject closings - T. Tietjens

- (c) Consider approval or other action regarding a contract with Trikings Construction for the construction of a concrete parking lot at 114 S. 3rd Street, in the amount of \$69,170.92, plus a construction contingency of \$3,458.55 for a combined total of \$72,629.47 – B. Eng
- (d) Consider approval or other action awarding Bid No. 15014 (accepting Bid Items 1,2,6,7,8,9, and rejecting Bid Item 3,4 and 5) to McDonalds Municipal and industrial for Replacement of Water Wells in the amount of \$165,469.00 and authorizing an additional \$16,000.00 allocation to be utilized as a project contingency for a total project authorization of \$181,469.00 – D. Mick

Regarding Item C, it was removed from consideration, and the subject will be placed on a future agenda.

Councilmember Leonard moved to approve Consent Agenda items a, b, and d pursuant to staff recommendations. Councilmember Kaminski seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers Kaminski, Earp, Engelken, Leonard, and Martin
Nays: None
Absent: Councilmembers Clausen, and Zemanek

Prior to Council vote, Assistant City Attorney Clark Askins read the caption of the ordinance from the Consent Agenda:

Ordinance 2015-3585

AN ORDINANCE VACATING, ABANDONING AND CLOSING PORTIONS OF THE WEST “D” STREET RIGHT-OF-WAY, THE WEST “E” STREET RIGHT-OF-WAY, THE SOUTH 13TH STREET RIGHT-OF-WAY, THE SOUTH 14TH STREET RIGHT-OF-WAY, THE SOUTH 15TH STREET RIGHT-OF-WAY, AND THE ENTIRE ALLEY IN BLOCKS 794, 826, AND 827, TOWN OF LA PORTE, RETAINING SANITARY SEWER AND DRAINAGE EASEMENTS; AND AUTHORIZING EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNERS, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

6. DISCUSSION OR OTHER ACTION

(a) Discussion or other action regarding Open Riding Rules and Rental at Lomax Rodeo Arena – R. Epting

Parks and Recreation Director Roz Epting presented a summary.

Councilmember Leonard questioned about there not being any custodial care and if that could be considered for an extra fee. Ms. Epting responded yes, they could develop a prepping fee. Councilmember Leonard thinks that adding a fee for mucking the area would be reasonable.

Councilmember Earp mentioned that staff may want to speak with residents who frequently use the arena to see if they would be in favor of a fee for non-residential rentals. Parks and Recreation Director Epting responded yes and will provide feedback to Council.

Mayor Rigby questioned if the agreement between the City of La Porte and the La Porte Livestock Show and Rodeo Association has a clause in it stating that the Association does the bookings for the arena. Parks and Recreation Director Roz Epting responded that the Association has a certain number of days for bookings, and the remaining days go through the Parks and Recreation Department.

Mayor Rigby asked if Council wanted to act on this item or postpone to another meeting date pending feedback from staff.

Councilmembers Leonard and Earp requested to postpone this item pending further information, and Councilmember Leonard further stated he would like some stipulation in the agreement about non-residential use.

Councilmember Earp moved to postpone the item pending additional information from Staff. Councilmember Leonard seconded. **MOTION PASSED.**

Ayes:	Mayor Rigby, Councilmembers Kaminski, Earp, Engelken, Leonard, and Martin
Nays:	None
Absent:	Councilmembers Clausen and Zemanek

7. **ADMINISTRATIVE REPORTS** - There were no additional administrative reports.

8. **COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers Kaminski, Zemanek, Leonard, Engelken, Earp, Clausen, Martin, and Mayor Rigby

Councilmember Leonard offered his prayers and condolences to Councilmember Moser’s family and friends; Councilmember Engelken offered his condolences and commented that he and Councilmember Moser attending high school together and that he was a true friend and that the City of La Porte is better off for knowing him. He also thanked the Moser family for allowing him to share his time with the City; Councilmember Earp offered his condolences and commented that Councilmember Moser was a good guy and will be sorely missed; Councilmember Martin offered his prayers to Councilmember Moser’s family and loved ones and commented on the big loss to the city and District Four; Councilmember Kaminski offered prayers to the Moser family; Mayor Rigby commented on Councilmember Moser being a good friend and that he will be greatly missed; Mayor Rigby read a statement sent by Councilmember Zemanek who was absent due to company business. The statement reflected his thoughts and feelings about Councilman Moser.

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

Texas Government Code, Section 551.074 – Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager Corby Alexander.

Texas Government Code, Section 551.087(1) – Deliberations regarding economic development negotiations: Meet with City Manager and City Attorney to discuss proposal for development of residential dwellings in City.

City Council recessed the regular Council meeting to convene an executive session at 6:26 p.m. regarding the items listed above.

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

Council reconvened into the regular Council meeting at 8:00 p.m.

Regarding Section 551.074 – Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager Corby Alexander.

Councilmember Leonard moved to approve potential changes made to Corby Alexander's contract in lieu of some other considerations. Councilmember Earp seconded. **MOTION PASSED.**

Ayes:	Mayor Rigby, Councilmembers Kaminski, Earp, Engelken, Leonard, and Martin
Nays:	None
Absent:	Councilmembers Clausen and Zemanek

Mayor Rigby requested staff to place another executive session item under the Personnel exception on the July 13, 2015, City Council meeting.

Regarding Section 551.087(1) – Deliberations regarding economic development negotiations: Meet with City Manager and City Attorney to discuss proposal for development of residential dwellings in City.

City Manager Corby Alexander stated it is his understanding that Council wants staff to prepare a plan that would accommodate an incentive agreement for small residential developments.

Councilmember Engelken moved to direct staff to prepare a plan that would accommodate an incentive agreement for small residential developments. Councilmember Leonard seconded. **MOTION PASSED.**

Ayes:	Mayor Rigby, Councilmembers Kaminski, Earp, Engelken, Leonard, and Martin
Nays:	None
Absent:	Councilmembers Clausen and Zemanek

11. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 8:02 p.m. Councilmember Leonard seconded. Motion passed unanimously.

Patrice Fogarty, City Secretary

Passed and approved on July 13, 2015.

Mayor Louis R. Rigby

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MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE JUNE 29, 2015

The City Council of the City of La Porte met in a special meeting on **Monday, June 29, 2015**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **5:00 p.m.** to consider the following items of business:

1. CALL TO ORDER

Mayor Rigby called the meeting to order at 5:00 p.m. Members of Council present: Councilmembers Kaminski, Earp, Engelken, Leonard, Clausen, and Martin. Absent: Councilmember Zemanek. Also present were City Secretary Patrice Fogarty, Assistant City Attorney Clark Askins, and Assistant City Manager Traci Leach.

2. DISCUSSION OR OTHER ACTION

Consider adoption of an ordinance ordering a Special Election of the City of La Porte, Texas, for August 29, 2015, for the purpose of electing a city official to the position of Councilperson-District 4 for the remainder of the unexpired term, which expires May 7, 2016 – P. Fogarty

Councilmember Clausen made a motion to adopt an ordinance ordering a Special Election of the City of La Porte, Texas, for August 29, 2015, for the purpose of electing a city official to the position of Councilperson-District 4 for the remainder of the unexpired term, which expires May 7, 2016. Councilmember Leonard seconded the motion.

Ayes: Mayor Rigby, Councilmembers Clausen, Engelken, Leonard, Martin, Kaminski and Earp

Nays: None

Absent: Councilmember Zemanek

3. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers Clausen, Martin, Kaminski, Zemanek, Leonard, Engelken, Earp, and Mayor Rigby

Councilmember Clausen asked if this election must be ordered in accordance with the Texas Election Code. Assistant City Attorney Askins stated yes. Councilmember Martin asked about the filing dates. City Secretary Fogarty stated the first day to file is Tuesday, June 30; and the deadline is Wednesday, July 15, 2015. There were no additional Council comments.

4. ADJOURN - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 5:03 p.m. Councilmember Leonard seconded. Motion passed unanimously.

Patrice Fogarty, City Secretary

Passed and approved on July 13, 2015.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>July 13, 2015</u>	<u>Appropriation</u>
Requested By: <u>David Mick</u>	Source of Funds: <u>010 - Airport</u>
Department: <u>Public Works</u>	Account Number: <u>FY 2016</u>
Report: <input type="radio"/> Resolution: <input checked="" type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$10,000.00</u>
Other: <input type="radio"/>	Amount Requested: <u>\$9,000.00</u>
	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

Attachments :

- 1. Resolution Accepting TxDot's Grant Offer**
- 2. Draft Scope of the Airport Business Study**
- 3. City Strategic Plan Objective #4a for the Airport**

SUMMARY & RECOMMENDATIONS

The City's Strategic Plan goals for the La Porte Municipal Airport are best achieved with the benefit of a business study purposed with examining the business and financial potential for this facility. City staff approached the Texas Department of Transportation (TxDOT) Aviation Division staff on several occasions over the past two years for TxDOT's consideration of a business study. On June 18, staff was advised by TxDOT that funds for the study would be available in TxDOT's FY 16 budget funded at 90% state/10%.

Next Steps:

City Council to consider this resolution agreeing to accept TxDOT's offer of grant assistance.

If approved, staff further defines the study scope with TxDOT.

TxDOT prepares a formal grant agreement.

TxDOT publishes a Request for Qualifications and then forwards the consultant packages submitted to the city for LOCAL review and consultant selection.

TxDOT enters into a contract with the selected consultant.

Funding for the City's 10% share, currently estimated to be \$9,000, is included in the proposed FY 2016 draft Airport Fund budget soon to be reviewed by City Council.

Action Required of Council:

Consider approval or other action of a resolution authorizing the City Manager to execute all contracts and agreements with the State of Texas and such other parties that shall be necessary for conducting a business study of the airport with expenditures authorized from the FY 2016 budget of \$9,000.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION No. 2015 - _____

WHEREAS, the City of La Porte intends to make certain improvements to the La Porte Municipal Airport; and

WHEREAS, the general description of the project is described as: Airport Business Business Study including in part an airport and regional overview, airport target market analysis, airport business and financial analysis, and a business/financial plan; and

WHEREAS, the City of La Porte intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, the total project cost is estimated to be \$90,000.00, and the City of La Porte will be responsible for 10% of the total project cost, which is currently estimated to be Nine Thousand Dollars (\$9,000).

WHEREAS, the City of La Porte names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

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

That the City of La Porte City Council hereby directs the City Manager to execute on behalf of the City of La Porte, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the La Porte Municipal Airport.

PASSED AND APPROVED this the 13th day of July, 2015.

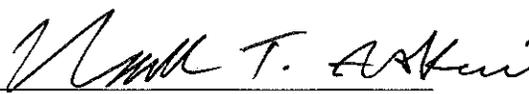
CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

Attest:

APPROVED:

Patrice Fogarty, City Secretary



Clark T. Askins, City Attorney

Airport and Regional Overview – This section’s focus is on airport facilities, services, location, and regional economic and demographic profiles (population, household income, and employment). The review should include developable airport land, both on and neighboring the airport. The regional overview focuses on economic and demographic factors that drive corporate, business, and recreational activity at the airport. Many Plans include a SWOT analysis identifying various strengths, opportunities, threats, and weaknesses.

Airport Target Market Analysis - This part of the plan’s focus is on market evaluation to identify aviation tenants and airport businesses best suited for the airport's capabilities and infrastructure. It identifies existing attributes of the airport, trends in general/corporate aviation, competing airports in the region, and economic/demographic factors in the region that drive current and forecasted airport usage. Specific target industry types and activities for both airside and landside development are identified.

Airport Business and Financial Analysis – This involves development of a financial profile and a review of revenue sources for the airport, including rates and charges and lease policies. In order to attract future tenants, the airport’s leases and leasing policies must be competitive while maintaining the airport’s ability to generate sufficient short and long-term revenues from current tenants. It typically results in identifying and recommending best practices to follow for lease and minimum standard improvements. Areas of interest under this scope heading are rates and charges, and current leases and lease practices. The analysis is for the airport but should include comparison of three to five comparable and competing airports. Lease policy recommendations and development of minimum standards for lease development should also be included.

Business/Financial Plan – This part of the study focuses on development strategies, target business/tenant identification, lease policy recommendations, rates and charges adjustments, minimum standards, and land-use recommendations. The analysis should evaluate the financial and economic implications of implementing the recommended business development and leasing plan. Another part of this portion of the Plan includes a discussion of the existing airport operating/maintenance costs and revenues.

Project Coordination/Documentation – Typically this will include two or three meetings (kick-off, mid-point, and final draft) with client and study stakeholders to ensure project goals and objectives are being met during all phases of the project. The meetings allow for gauging progression and provide opportunities for client/stakeholder input. A final report is submitted in electronic and printed copies which incorporates the recommendations of the various meetings.

City of La Porte Strategic Plan - Objective 4b

Objective 4b: Bring our airport into our Economic Development plan as a revenue generating property. Enhance revenues to the City by 20%.

Strategies	Start Quarter/Year	Check-in	Completion Quarter/Year
<p>1. Explore lease options on properties -- many vacancies</p> <p>(a) Survey our existing industries and large businesses to determine how important the airport is to them and identify what would need to be done to attract more of their business,</p> <p>(b) Ask the Governor's office ED and DOT what improvements should be made to the airport so that we can use the airport as an asset to attract more companies to La Porte,</p> <p>(c) Identify and survey prospective businesses to determine their current level of interest and prospective level of interest if further improvements were to be made to the airport, and</p> <p>(d) Identify which improvements will be necessary to attract new business to the airport.</p>	Q1 2014	Q2 2014	Q4 2014

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, ADOPTING THE HARRIS COUNTY MULTI-HAZARD MITIGATION PLAN.

WHEREAS, certain areas of the City of La Porte are subject to periodic flooding, hurricanes and other natural hazards with the potential to cause damages to people and properties within the area; and

WHEREAS, the City of La Porte desires to prepare for and mitigate such circumstances; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have a FEMA-approved Hazard Mitigation Action Plan in place as a condition of receipt of certain future Federal mitigation funding after May 1, 2005; and

WHEREAS, Harris County and certain municipalities, in order to meet this requirement, have initiated development of a countywide, multi-jurisdictional Multi-Hazard Mitigation Plan, including the City of La Porte;

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

Adopts the Harris County Multi-Hazard Mitigation Plan; and

Vests the La Porte Office of Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Develop an addendum to this Hazard Mitigation Plan if the town's unique situation warrants such an addendum.

Appoints the La Porte Office of Emergency Management to assure that the Hazard Mitigation Plan be reviewed at least annually and that any needed adjustment to the City of La Porte addendum to the Hazard Mitigation Plan be developed and presented to the City Council for consideration.

Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

PASSED, APPROVED, AND ADOPTED on _____.

City of La Porte, Texas

Louis Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

RESOLUTION NO. 2010-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE,
TEXAS, ADOPTING THE HARRIS COUNTY ALL HAZARD MITIGATION
PLAN.**

WHEREAS, certain areas of the City of La Porte are subject to periodic flooding, hurricanes and other natural hazards with the potential to cause damages to people properties within the area; and

WHEREAS, the City of La Porte desires to prepare and mitigate for such circumstances; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Action Plan as a condition of receipt of certain future Federal mitigation funding after May 1, 2005; and

WHEREAS, Harris County and certain municipalities, in order to meet this requirement, have initiated development of a countywide, multi-jurisdictional All Hazard Mitigation Plan, including the City of La Porte;

**THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LA PORTE,
TEXAS HERBY:**

Adopts the Harris County All Hazard Mitigation Plan; and

Vests the Office of Emergency Management with the responsibility, authority, and the means to:

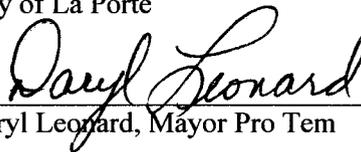
- (a) Inform all concerned parties of this action.
- (b) Develop an addendum to this Hazard Mitigation Plan if the town's unique situation warrants such an addendum.

Appoints the Office of Emergency Management to assure that the Hazard Mitigation Plan be reviewed at least annually and that any needed adjustment to the City of La Porte addendum to the Hazard Mitigation Plan be developed and presented to the City Council for consideration.

Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

PASSED, APPROVED, AND ADOPTED on 7-12-10.

City of La Porte


Daryl Leonard, Mayor Pro Tem

ATTEST:


Martha Gillett, City Secretary

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 29, 2015

Mr. David Alamia
Harris County Office of Homeland Security
And Emergency Management
6922 Katy Road
Houston, TX 77024

RE: Approval Pending Adoption of the Local Multi-Jurisdictional Hazard Mitigation Plan for Harris County, Texas.

Dear Mr. Alamia,

Congratulations! FEMA has notified the State that it has concluded its review of the Harris County, Texas local mitigation action plan and has found it to be approvable pending adoption.

In order for this plan to receive final FEMA approval, the jurisdiction(s) must adopt this plan and submit the documentation (typically resolutions) in a timely manner through the State to FEMA.

The approval date will start once FEMA receives and acknowledges the first adoption documentation, regardless as to whether it is one resolution or all. The State encourages adoption resolutions be submitted in bulk, rather than one by one. This documentation can be submitted either by mail or email and should come from the plan's main point of contact with the State rather than the individual participants.

A copy of the APA Checklist is attached. It may list recommendations in the comments section. These apply to your next update. DO NOT make any further changes to your plan from now until it has been approved.

The following participating governments included in this plan are:

- Harris County
- City of Baytown
- City of Bellaire
- City of Bunker Hill Village
- City of Deer Park
- City of El Lago
- City of Galena Park
- Harris Co. Flood Control Dist.
- Harris Co. Hospital Dist. dba Harris
- County Health System
- City of Missouri City
- City of Morgan's Point
- City of Nassau Bay
- Harris Co. Dept. of Education
- City of Hedwig Village
- City of Hilshire Village
- City of Humble
- City of Hunters Creek Village
- City of Jacinto City
- City of Jersey Village
- City of Katy
- **City of LaPorte**
- Lone Star College
- City of Southside Place
- City of Spring Valley
- City of Stafford

- City of Pasadena
- City of Piney Point Village
- City of Seabrook
- City of Shoreacres
- City of Taylor Lake, Village
- City of Tomball
- City of Webster
- City of West University Place

Please Note: This letter serves as your only notice that the plan is APA—it is up to you, as the point of contact, to notify the local communities that adoptions should be submitted to and from you to the State.

Once this requirement has been met, a letter of official approval will be generated. We commend the communities for their ongoing commitment to mitigation.

If you have any questions concerning this procedure, please do not hesitate to contact me via email at mitchell.osburn@dps.texas.gov or by phone at 512-377-0043.

Respectfully,



Mitchell A. Osburn
Mitigation Plans Administrator
Texas Division of Emergency Management
Texas Homeland Security
Texas Department of Public Safety

MAO/gr

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>07-13-15</u>	<u>Budget</u>
Requested By: <u>Ken Adcox</u>	Source of Funds: _____
Department: <u>Police</u>	Account Number: _____
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> X </u>	Amount Budgeted: _____
Exhibits: <u>School Zone Ordinance Amendments</u>	Amount Requested: _____
Exhibits: <u>School Zone Ordinance Clean Version</u>	Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

Amendments to Chapter 70, "Traffic and Vehicles," Article III, "Operation of Vehicles," Division 2. "Speed Limits", Section 70-97 "School zones," of the Code of Ordinances, La Porte, Texas, are being sought to clarify sections of the existing Ordinance, clarifying the prima facie speed limit in School Zones and the hours that school zones are enforceable as well as, adding provisions for the utilization of flashing lights on signs to be signify an enforceable school zone whether it is within the normal hours as outlined in this Ordinance or posted hours of the school zone or not.

Action Required by Council:

Consider approval or other action of an ordinance amending Chapter 70, Section 70-97 of the Code of Ordinances.

Approved for City Council Agenda

Corby Alexander, City Manager

Date

ORDINANCE NO. 2015 - _____

AN ORDINANCE AMENDING CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES BY REVISING CERTAIN REGULATIONS RELATED TO ENFORCEMENT OF SCHOOL ZONES WITHIN THE CORPORATE LIMITS OF THE CITY OF LA PORTE; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1: That Chapter 70, "Traffic and Vehicles," Article III, "Operation of Vehicles," Division 2. "Speed Limits", Section 70-97 "School zones," of the Code of Ordinances, La Porte, Texas, is hereby amended to read as follows:

"Sec. 70-97. - School zones.

(a) No person shall drive a vehicle on any portion of a public street or highway designated as a school zone at a speed greater than is reasonable and prudent under the circumstances then existing. Notwithstanding any other provisions of this division, the prima facie reasonable and prudent maximum speed applicable to the operator of a motor vehicle in any of the school zones designated below shall be a speed of twenty (20) miles per hour: ~~it shall be unlawful for any person to drive any motor vehicle at a rate of speed in excess of 20 miles per hour in any of the following designated school zones:~~

- (1) Along Park Street from San Jacinto to Fairmont Parkway, a distance of 700 feet, 0.133 miles.
- (2) Along Fairmont Parkway from Park Street to South Broadway, a distance of 1,800 feet, 0.34 miles.
- (3) Along Texas Avenue from Fairmont Parkway to East G Street, a distance of 1,400 feet, 0.27 miles.
- (4) Along East G Street from South Broadway to San Jacinto, a distance of 1,500 feet, 0.28 miles.
- (5) Along South Broadway from a point 250 feet south of East G Street to a point 75 feet south of East B Street, a distance of 2,525 feet, 0.48 miles.
- (6) Along San Jacinto from a point 20 feet south of East B Street to a point 500 feet south of East G Street, a distance of 2,630 feet, 0.498 miles.
- (7) Along East C Street from San Jacinto to South Broadway, a distance of 650 feet, 0.123 miles.
- (8) Along West Tyler from North 2nd Street to North 3rd Street, a distance of 330 feet, 0.06 miles.

- (9) Along North 2nd Street from West Madison to West Adams, a distance of 950 feet, 0.18 miles.
- (10) Along North 3rd Street from West Madison to West Adams, a distance of 950 feet, 0.18 miles.
- (11) Along North L Street from a point 50 feet west of Alvy Drive to a point 175 feet west of Lomax School Road, a distance of 2,400 feet, 0.454 miles.
- (12) Along Willmont from a point 100 feet north of Fairmont Parkway to a point 100 feet south of Shell Rock, a distance of 1,200 feet, 0.227 miles.
- (13) Along Clairmont from Roseway to Rosemont, a distance of 600 feet, 0.114 miles.
- (14) Along Rosemont from Clairmont to Parkway, a distance of 600 feet, 0.114 miles.
- (15) Along Parkway from Willmont to Rosemont, a distance of 250 feet, 0.047 miles.
- (16) Along Roseway from Clairmont to Roseberry, a distance of 500 feet, 0.095 miles.
- (17) Along Cedar mont from a point 50 feet north of Stonemont to Myrtle Creek, a distance of 1,150 feet, 0.218 miles.
- (18) Along Myrtle Creek from Antrim to West Main, a distance of 600 feet, 0.114 miles.
- (19) Along Carlow from a point 200 feet east of Catlett to Cedar mont, a distance of 500 feet, 0.095 miles.
- (20) Along West Main from a point 200 feet east of Underwood Road to a point 200 feet east of Myrtle Creek, a distance of 1,150 feet, 0.218 miles.
- (21) Along Underwood Road from a point 30 feet north of Andricks to a point 100 feet south of Carlow, a distance of 1,480 feet, 0.280 miles.
- (22) Along West Main from a point 530 feet east of Farrington Boulevard to a point 280 feet west of Farrington Boulevard, a distance of 810 feet, 0.153 miles.
- (23) Along Farrington Boulevard from West Main to a point 850 feet south of West Main, a distance of 850 feet, 0.161 miles.
- (24) Along North L Street, from a point 175 feet west of Mockingbird Lane, to a point 65 feet east of Meadowlark Lane, a distance of 1,450 feet, 0.27 miles.
- (25) Along Myrtle Creek from West Main Street, (also known as Spencer Highway) to Sugar Creek, a distance of 1,469 feet, 0.278 miles.
- (26) Along Mockingbird Lane from North H Street to North L Street, a distance of 1,800 feet, 0.341 miles.
- (27) Along Meadowlark Lane from North H Street to North L Street, a distance of 1,800 feet, 0.341 miles.

(28) Along South First Street from West H Street to West I Street, a distance of 505 feet, 0.096 miles.

(29) Along BS 146 D from 486 feet South of West B Street to East H Street, a distance of approximately 0.591 miles.

(30) Along McCabe Road from the east line of the right-of-way for State Highway 146 to the Harris County Flood Control District drainage easement, a distance of approximately 1,328 feet, 0.25 miles.

(b) The ~~speeds~~ twenty (20) miles per hour speed limit established in this section shall be in effect on days when 1) school classes are in session and 2) when appropriate signage giving notice thereof is erected at the entrance point of the school zone. Such signage shall state that the maximum speed limit is twenty (20) miles per hour and indicate the times during which the school zone is in effect or operation, or alternatively, shall state that the maximum speed limit is twenty (20) miles per hour when lights are flashing and shall be accompanied by a flashing beacon or light during the times the school zone is in effect or operation.

~~(b)~~ (c) School zone hours for the school zones listed in this section are hereby established as follows: between 7:00 a.m. and 9:00 a.m., and between 2:00 p.m. and 4:00 p.m., Monday through Friday, on days in which school classes are in session of each week on school days only, during the time periods when the school zone, to which such limits apply, is posted as a school zone; except for those school zones described in subsections (a)(5), (a)(17), (a)(18), (a)(19), (a)(20), (a)(21), and (a)(24) of this section, which shall have school zone hours in effect between 7:00 a.m. and 9:00 a.m., and between 3:00 p.m. and 5:00 p.m., and subsection (a)(28) of this section, which shall have school zone hours in effect between 7:00 a.m. and 4:00 p.m. Timed flashing lights, as well as fixed signs, may be used to sign or post a school zone. If a school zone is posted by both timed flashing lights and a fixed sign, the hours posted on the fixed sign designates the school zone time periods, notwithstanding whether or not the timed flashing lights are operational in such zone. All schools open all year shall be additionally signed "all year."

(d) School zone signs equipped with flashing beacons or lights in lieu of posted school zone hours, may be activated anytime school classes are in session, including but not limited to use for summer school hours and for use during early dismissals or other special school functions. A school zone activated in this manner is enforceable under the terms of this ordinance notwithstanding the fact that it is outside of the school zone hours established in the preceding paragraph.

(e) It shall be an affirmative defense to a charge of exceeding the speed limit in a school zone as established in this section, if on the day in question there were no school classes in session at the specific designated school zone.

Section 3. Any person, as defined in Section 1.07 (27), Texas Penal Code, who shall violate any provision of the ordinance, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed TWO HUNDRED DOLLARS (\$200.00).

Section 4. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision, and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 6. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 7. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance.

PASSED AND APPROVED this the _____ day of _____, 2015.

CITY OF LA PORTE

By: _____
Louis R. Rigby, Mayor

ATTEST:

City Secretary

APPROVED:

Assistant City Attorney

ORDINANCE NO. 2015 - _____

AN ORDINANCE AMENDING CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES BY REVISING CERTAIN REGULATIONS RELATED TO ENFORCEMENT OF SCHOOL ZONES WITHIN THE CORPORATE LIMITS OF THE CITY OF LA PORTE; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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(b) The twenty (20) miles per hour speed limit established in this section shall be in effect on days when 1) school classes are in session and 2) when appropriate signage giving notice thereof is erected at the entrance point of the school zone. Such signage shall state that the maximum speed limit is twenty (20) miles per hour and indicate the times during which the school zone is in effect or operation, or alternatively, shall state that the maximum speed limit is twenty (20) miles per hour when lights are flashing and shall be accompanied by a flashing beacon or light during the times the school zone is in effect or operation.

(c) School zone hours for the school zones listed in this section are hereby established as follows: between 7:00 a.m. and 9:00 a.m., and between 2:00 p.m. and 4:00 p.m., Monday through Friday, on days in which school classes are in session; except for those school zones described in subsections (a)(5), (a)(17), (a)(18), (a)(19), (a)(20), (a)(21), and (a)(24) of this section, which shall have school zone hours in effect between 7:00 a.m. and 9:00 a.m., and between 3:00 p.m. and 5:00 p.m., and subsection (a)(28) of this section, which shall have school zone hours in effect between 7:00 a.m. and 4:00 p.m. All schools open all year shall be additionally signed "all year."

(d) School zone signs equipped with flashing beacons or lights in lieu of posted school zone hours, may be activated anytime school classes are in session, including but not limited to use for summer school hours and for use during early dismissals or other special school functions. A school zone activated in this manner is enforceable under the terms of this ordinance notwithstanding the fact that it is outside of the school zone hours established in the preceding paragraph.

(e) It shall be an affirmative defense to a charge of exceeding the speed limit in a school zone as established in this section, if on the day in question there were no school classes in session at the specific designated school zone.

Section 3. Any person, as defined in Section 1.07 (27), Texas Penal Code, who shall violate any provision of the ordinance, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed TWO HUNDRED DOLLARS (\$200.00).

Section 4. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision, and if any provision

hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 6. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 7. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance.

PASSED AND APPROVED this the _____ day of _____, 2015.

CITY OF LA PORTE

By: _____
Louis R. Rigby, Mayor

ATTEST:

City Secretary

APPROVED:

Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 22, 2015</u>
Requested By: <u>Traci Leach</u>
Department: <u>Administration</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> </u>

<u>Budget</u>
Source of Funds: _____
Account Number: _____
Amount Budgeted: _____
Amount Requested: _____
Budgeted Item: YES NO

Exhibits: Proposed Agreement

SUMMARY & RECOMMENDATION

In January 2015, the Fire Department received new Self Contained Breathing Apparatuses (SCBA) and they were officially placed into service in February 2015. With the new air packs in service, the Fire Department now has out of service air packs that will be no longer used for firefighting. These packs can no longer be used for LPFD firefighting due to NFPA new standards.

For aspiring firefighters, San Jacinto College offers the Fire Protection Technology Program, which has been one of the best training programs in the Houston area and consistently has nearly 100 percent of the graduating students pass the Texas Commission on Fire Protection written certification exam. This program meets and exceeds all State requirements for paid/career firefighters and provides additional fire-related education and certification opportunities as well as courses in general education. The addition of these old air packs, mainly used for parts, would greatly enhance the programming and training offered through this program and the City would directly benefit, as many of the graduates of this program stay in the area and become paid and volunteer firefighters.

The City and San Jacinto College have maintained a dialogue about the possibility to conveying the retired SCBA's to the College for use in the Fire Protection Technology Program. The attached agreement provides for the transfer of the SCBAs to the College for educational purposes. The College commits to use the SCBAs exclusively for educational/training purposes for a period of 5 years and assumes all responsibility for the air packs, including maintenance and repair. After the 5 year period has been satisfied, the College may dispose of the equipment as it sees fit.

Action Required by Council:

Consider approval or other action authorizing the Mayor to execute an agreement between San Jacinto College and the City of La Porte for the transfer of obsolete Self Contained Breathing Apparatus.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

INTERLOCAL AGREEMENT

BETWEEN SAN JACINTO COMMUNITY COLLEGE DISTRICT

AND CITY OF LA PORTE, TEXAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, 2015, between SAN JACINTO COMMUNITY COLLEGE DISTRICT, a public community college school district organized under Chapter 130 of the Texas Education Code hereinafter "COLLEGE"), acting by and through its governing body, and the CITY OF LA PORTE, TEXAS, a municipal corporation, (hereinafter "CITY"), acting herein by and through its governing body, both of Harris County, Texas.

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791, Texas Government Code, known as the INTERLOCAL COOPERATION ACT; and

WHEREAS, CITY owns certain Fire equipment, specifically Self-Contained Breathing Apparatus (SCBA) equipment and parts, which has outlived its useful life but is still of value of use; and

WHEREAS, COLLEGE conducts a Program known as the San Jacinto College Fire Protection Technology Program, which will utilize the SCBA equipment and parts in the training and education of its students; and

WHEREAS, CITY and COLLEGE find that transferring the SCBA equipment and parts for use in the Program would serve the citizens of La Porte by enhancing the training and education experience of firefighter trainees, benefiting the recruitment pool for the La Porte Fire Department, thereby promoting a public purpose; and

WHEREAS the COLLEGE Board authorized the COLLEGE Chancellor to enter into this Agreement with CITY; and

WHEREAS, the Parties, in paying for the performance of governmental functions or in performing such governmental function, shall make payments therefore only from revenues legally available to such parties; and

WHEREAS, the governmental bodies of each party find that the project or undertaking is necessary for the benefit of the public and that each party has the legal authority to provide such service, and the services are in the common interest of both parties hereto; and that the division of costs and/or responsibilities provided for constitutes adequate consideration to each party,

NOW THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the parties agree as follows:

I.
DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

- A. "SBCA" shall mean Self-Contained Breathing Apparatus.
- B. "Parties" means CITY and COLLEGE.
- C. "Program" is that certain program operated by COLLEGE and titled the San Jacinto College Fire Protection Technology Program.

II.
PURPOSE

The purpose of this Agreement is to provide for the transfer of SCBA equipment and parts to the COLLEGE for the specific purpose of use in the Program run by COLLEGE.

III.
TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

The following shall apply to the Parties in the performance of this Agreement:

- A. CITY shall upon execution of this Agreement transfer all rights to the SCBA equipment and parts to COLLEGE.
- B. COLLEGE agrees to take the SBCA equipment and parts in its present condition, "as is, where is", and agrees that CITY is providing no warranties including any warranty of merchantability or fitness for use.
- C. COLLEGE agrees that the SBCA equipment and parts for a period of five (5) years shall only be used for the Program and if COLLEGE fails to do so then the SBCA equipment and parts will be transferred back to CITY. If the failure of COLLEGE to use the SBCA equipment and parts in the Program for five (5) years is because of the inability of the SBCA equipment and parts to function, due to no intentional act of COLLEGE, then this provision shall not apply.
- D. COLLEGE agrees that after transfer it will take all rights and responsibilities of ownership, including all future maintenance and repairs of the SBCA equipment and parts.
- E. COLLEGE shall have the right to dispose of the SBCA equipment and parts in any lawful manner if the requirement of Section III(C) above has been met or if the SBCA equipment and parts becomes unusable for the Program due to no intentional act of COLLEGE.

IV.
NO VERBAL AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

V.
AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Harris County, Texas.

VI.
CAPTION

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

VII.
IMMUNITY

It is expressly understood and agreed that, in execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VIII.
WAIVER OF CLAIMS

Each party hereto waives all claims against the other party hereto for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement.

IX.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms sections, subsections, sentences, clauses, phrases provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

X.
JOINT VENTURES

Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purposes whatsoever.

XI.
THIRD PARTIES

The Parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.

This Agreement shall become effective on the date first written above.

IN WITNESS WHEREOF, the Parties hereto have executed four (4) copies of this Agreement in Harris County, Texas, this ___ day of _____, 2015.

SAN JACINTO COMMUNITY
COLLEGE DISTRICT

By: _____
Brenda Hellyer, Ed.D,
Chancellor

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED AS TO FORM:



Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: July 13, 2015 Appropriation
Requested By: Eric Ensey Source of Funds: N/A
Department: Planning & Development Account Number:
Report: Resolution: Ordinance: Amount Budgeted:
Other: Amount Requested:
Budgeted Item: YES NO

Attachments :

1. Ordinance-Clean Version
2. Ordinance- Marked Version
3. P&Z Recommendation Letter

SUMMARY & RECOMMENDATIONS

On November 10, 2014, the City Council approved an ordinance adopting a comprehensive modification to Chapter 106 (Zoning) of the City's Code of Ordinances, as recommended by the Planning and Zoning Commission. During the Council's discussion, there were three items that the Council directed the Commission to further review and bring back with a recommendation. These items were discussed by the Planning and Zoning Commission at various meetings over the past few months, with a formal recommended ordinance approved at the June 18, 2015, meeting.

The following is a brief summary of each item addressed based on previous discussion and direction.

1. **Tree Preservation** (Section 106-801, 802, 803)

An exclusion was added for individual single-family lots (Section 106-801).

[No modification was made to the requirement for a tree survey or tree disposition plan (Section 106-802). No change was made to the cost of tree replacement, which is \$50 per inch, with a cap of \$100,000 (Section 106-803)].

2. **Outdoor Storage in Main Street District** (Section 106-511(c))

A definition of "outdoor storage" was added to Section 106-1 (Definitions). As drafted, this definition only relates to non-residential properties. No modifications are proposed for the prohibition of outdoor storage in the Main Street Overlay between Highway 146 and Virginia Street (Section 106-511). This will remain and is clarified with the new definition of "outdoor storage."

Sec. 106-1. Definitions.

Outdoor storage means the stockpiling, collection, or display of any products, materials, equipment, appliances, vehicles not in service and/or personal property of any kind, typically not in a fixed position and capable of rearrangement. This does not include in-service vehicles that are on display in association with a vehicle sales, rental or leasing facility.

The language in Section 106-773 (Exterior storage) addresses residential properties. The only

proposed modification to this section is to add a reference requiring screening from any public right-of-way.

3. Temporary Signage (106-877)

Language was added to allow for sandwich board signs in the Main Street District with Overlay only, provided that such signs be located in a safe manner and removed at the close of business each day.

An exclusion was added for governmental signs.

Action Required of Council:

Conduct public hearing and consider approval or other action on a recommendation by the Planning and Zoning Commission to approve an ordinance amending Chapter 106 "Zoning" of the Code of Ordinances of the City of La Porte by adding a new definition, and revising regulations related to exterior storage, tree preservation, and temporary signs.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 106 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY ADDING NEW DEFINITION, AND REVISING REGULATIONS RELATED TO EXTERIOR STORAGE, TREE PRESERVATION, AND TEMPORARY SIGNS; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1: That Chapter 106, "Zoning," Article I. "In General", Section 106-1 "Definitions", of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by adding the following definition, which shall be added to said section in the proper alphabetical sequence:

Sec. 106-1. Definitions.

...

"Outdoor storage means the stockpiling, collection, or display of any products, materials, equipment, appliances, vehicles not in service and/or personal property of any kind, typically not in a fixed position and capable of rearrangement. This does not include in-service vehicles that are on display in association with a vehicle sales, rental or leasing facility."

...

Section 2: That Chapter 106, "Zoning," Article V. "Supplementary District Regulations", Division 3 "Area Requirements", Section 106-773 "Exterior Storage" of the Code of Ordinances of the City of La Porte, Texas, is hereby amended to read as follows:

"Sec. 106-773. Exterior storage.

In residential zones, all materials and equipment shall be stored within a building or fully screened so as not to be visible from adjoining properties and any public right-of-way, except for the following:

- (1) Clothesline poles and wires;
- (2) Construction and landscaping material currently being used on the premises;
- (3) Off-street parking of passenger vehicles and light trucks, as defined in this chapter;
- (4) Firewood, compost, or residential lawn and garden tools."

Section 3: That Chapter 106, "Zoning," Article V. "Supplementary District Regulations", Division 4 "Fencing and Landscaping Requirements", Section 106-801 "Tree Preservation", of the Code of Ordinances of the City of La Porte, Texas, is hereby amended to read as follows:

"Sec. 106-801. Tree preservation.

- (a) It is the intent of this section to encourage the preservation of existing trees within the city and to prohibit their unwarranted destruction. The city encourages site planning which furthers the preservation of trees and natural areas by the following methods: To protect trees during construction; to facilitate site design and construction which contributes to the long term viability of existing trees; and to control premature removal of trees; require on-site replacement of trees that must be removed and require off-site replacement of trees that cannot be replaced on-site, either by direct planting as outlined in section 106-802 (Tree replacement) or through a contribution to the tree fund established in section 106-803 (Tree fund) of this chapter. It is the further intent of this section to achieve the following objectives:
 - (1) Protect healthy trees and preserve the natural, environmental, and aesthetic qualities of the city to the degree possible.
 - (2) Protect and increase the value of residential and commercial properties within the city.
 - (3) Discourage premature clear-cutting of property.
 - (4) Maintain and enhance a positive image for the attraction of new developments to the city.
- (b) It shall be unlawful for any person to cause or permit the destruction of any healthy native tree within the city if such tree has a trunk which exceeds six inches in diameter (or 18.84-inch circumference) at a point 18 inches above the natural ground level. Provided, however, it shall not be a violation of this provision if a tree is removed and/or destroyed if the tree is obviously diseased or determined to be diseased by an arborist or in the opinion of the planning director or his designated representative, said tree constitutes a hazard to pedestrian and/or vehicular traffic along any such right-of-way.
- (c) No person, firm or corporation desirous of developing or improving any parcel of property, shall remove or cause the removal of any tree from said property without first obtaining a clearing permit which would allow clearing of buildable areas only.
- (d) The provisions of this section are not required on individual single family lots."

Section 4: That Chapter 106, "Zoning," Article VII. "Signs", Section 106-877 "Temporary Signs", of the Code of Ordinances of the City of La Porte, Texas, is hereby amended to read as follows:

"Sec. 106-877. Temporary signs.

- (a) Subject to the provision of this section, temporary signs are prohibited except in the following instances:
 - (1) Temporary signs shall be a maximum of 18 inches by 24 inches in size and constructed of all-weather corrugated plastic sheeting with a wooden stake or greater as support.
 - (2) Temporary signs may only be placed between the hours of 5:00 p.m. on Friday and 7:00 p.m. on the following Sunday.
 - (3) Temporary signs shall be free of balloons, banners, or streamers.
 - (4) In the Main Street District with Overlay, temporary sandwich board signs are permitted provided such signs are removed at the close of business each day.

(b) Location of temporary signs:

- (1) Temporary signs shall not be placed in a manner that will interfere with a visibility triangle or otherwise create a traffic hazard as referenced in section 106-805 (Visibility triangles).
- (2) Temporary signs may not be located within five feet of the edge of any pavement.
- (3) Temporary signs may only be placed at the following locations within the city, with a maximum of two temporary signs permitted at any one time at any specified intersection:

SH 146 at Fairmont (northeast, southwest and southeast corners)

SH 146 at Wharton Weems (northeast and southeast corners)

SH 146 at McCabe (northeast corner and feeder and southeast corner of northbound SH 146 and McCabe)

SH 225 at Underwood (southwest corner of Underwood eastbound lane and southeast corner of Underwood eastbound lane of SH 225)

SH 225 at Sens (northwest and northeast corners SH 225 and southwest corner of SH 225 on westbound feeder on Sens)

Spencer at Sens (northwest and northeast corners SH 225 and southwest corner of SH 225 on westbound feeder on Sens)

Spencer at Sens (northwest and southeast corners)

Spencer at Valleybrook (southeast corner)

Spencer at Driftwood (southeast corner) Spencer at Luella (southeast corner)

Fairmont at Luella (northwest corner Luella, eastbound lane W. Fairmont)

Fairmont at Driftwood (northwest corner westbound on Fairmont)

S. Broadway at Fairmont (northwest and southwest corners)

S. Broadway at Wharton Weems (northwest and southwest corners)

N. "L" at Underwood (northeast and southeast corners)

Bay Area Blvd. at Fairmont (northwest corner of Bay Area Blvd. and eastbound lane on W. Fairmont and southeast corner of Bay Area Blvd. eastbound lane on W. Fairmont)

- (4) Temporary signs permitted in subsection (a)(4) above may be permitted on the sidewalk immediately adjacent to the business advertising with the sign provided that such location does not impede safe movement on the sidewalk.

(c) Temporary sign permits:

- (1) No temporary sign may be erected within the city limits of the City of La Porte without a permit first having been obtained from the building official.
- (2) Application for temporary sign permits shall be made upon forms provided by the building official, and shall contain and be accompanied by information sufficient to identify the location of the proposed sign, consistent with the location criteria established in subsection (b)(2) above.
- (3) No person shall be issued a temporary sign permit under this section until such person has filed with the city secretary a bond or insurance policy, or both, in the amount of \$200.00 per sign approved, in form approved by the city attorney, such bond or policy to be conditioned on the

placement of temporary signs in accordance with the provisions of this article, the other ordinances of the City of La Porte, and further providing for the indemnification of the city for any and all damages or liability that may accrue to or against the city by reason of the placement, maintenance, alteration, repair or removal, or defects in any temporary sign erected by or under the direction of such applicant, and further providing for the indemnification of any person who shall, while on public property or public right-of-way of the City of La Porte, incur damages for which the person erecting any such temporary sign is legally liable by reason of his act or omission in regard to erection of such temporary signage.

- (4) No permit issued under this ordinance shall be transferable.
- (d) Number of temporary sign permits: No permittee for a temporary sign may obtain a permit for placement of more than two temporary signs at any one particular location specified in section 106-877(b) (Temporary signs) above with a maximum of ten temporary signs per permittee, and a maximum of two temporary signs per permittee per location.
- (e) Further limitations on permit: No permittee may obtain permits for location of temporary signs for more than four consecutive weeks. Upon the expiration of four consecutive weeks of permits for a particular permittee, no permit shall be issued by the city for any temporary signs for 30 days following said four consecutive week period.
- (f) Revocation of permit: Upon learning of any violation of this article or the ordinances of the City of La Porte by any temporary sign permit holder, the building official shall give notice of said violation to the responsible permit holder. Two or more violations of this article, or other ordinances of the City of La Porte shall result in denial of future temporary sign permits to the responsible permittee by the City of La Porte.
- (g) Signs erected for a governmental purpose by or on behalf of the City of La Porte are exempt from the provisions of this chapter."

Section 5. Any person, as defined in Section 1.07 (27), Texas Penal Code, who shall violate any provision of the ordinance, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed TWO THOUSAND DOLLARS (\$2,000.00).

Section 6. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision, and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

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

Section 8. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at

a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance.

PASSED AND APPROVED this the _____ day of _____, 2015.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins

Clark T. Askins, Assist. City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 106 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY ADDING NEW DEFINITION, AND REVISING REGULATIONS RELATED TO EXTERIOR STORAGE, TREE PRESERVATION, AND TEMPORARY SIGNS; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

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Sec. 106-1. Definitions.

"Outdoor storage means the stockpiling, collection, or display of any products, materials, equipment, appliances, vehicles not in service and/or personal property of any kind, typically not in a fixed position and capable of rearrangement. This does not include in-service vehicles that are on display in association with a vehicle sales, rental or leasing facility."

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In residential zones, all materials and equipment shall be stored within a building or fully screened so as not to be visible from adjoining properties and any public right-of-way, except for the following:

- (1) Clothesline poles and wires;
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 - (4) Maintain and enhance a positive image for the attraction of new developments to the city.
- (b) It shall be unlawful for any person to cause or permit the destruction of any healthy native tree within the city if such tree has a trunk which exceeds six inches in diameter (or 18.84-inch circumference) at a point 18 inches above the natural ground level. Provided, however, it shall not be a violation of this provision if a tree is removed and/or destroyed if the tree is obviously **diseased** or determined to be diseased by an arborist or in the opinion of the planning director or his designated representative, said tree constitutes a hazard to pedestrian and/or vehicular traffic along any such right-of-way.
- (c) No person, firm or corporation desirous of developing or improving any **parcel** of property, shall remove or cause the removal of any tree from said property without first obtaining a clearing permit which would allow clearing of buildable areas only.
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- (3) No person shall be issued a temporary sign permit under this section until such person has filed with the city secretary a bond or insurance policy, or both, in the amount of \$200.00 per sign approved, in form approved by the city attorney, such bond or policy to be conditioned on the placement of temporary signs in accordance with the provisions of this article, the other ordinances of the City of La Porte, and further providing for the indemnification of the city for any and all damages or liability that may accrue to or against the city by reason of the placement, maintenance, alteration, repair or removal, or defects in any temporary sign erected

by or under the direction of such applicant, and further providing for the indemnification of any person who shall, while on public property or public right-of-way of the City of La Porte, incur damages for which the person erecting any such temporary sign is legally liable by reason of his act or omission in regard to erection of such temporary signage.

- (4) No permit issued under this ordinance shall be transferable.
- (d) Number of temporary sign permits: No permittee for a temporary sign may obtain a permit for placement of more than two temporary signs at any one particular location specified in section 106-877(b) (Temporary signs) above with a maximum of ten temporary signs per permittee, and a maximum of two temporary signs per permittee per location.
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- (g) Signs erected for a governmental purpose by or on behalf of the City of La Porte are exempt from the provisions of this chapter."

Section 5. Any person, as defined in Section 1.07 (27), Texas Penal Code, who shall violate any provision of the ordinance, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed TWO THOUSAND DOLLARS (\$2,000.00).

Section 6. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision, and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

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

Section 8. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the

subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance.

PASSED AND APPROVED this the _____ day of _____, 2015.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins, Assist. City Attorney



June 22, 2015

Honorable Mayor Rigby and City Council
City of La Porte

RE: Proposed Ordinance Amending Chapter 106 "Zoning"

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a public hearing at the June 18, 2015 meeting to consider approval of an ordinance amending Chapter 106 "Zoning" of the city's Code of Ordinances. The subject matter of the proposed modifications to Chapter 106 (Zoning) include:

- 1) Modifications to the requirements for tree preservation excluding individual single family lots from the requirements of this section.
- 2) Inclusion of a new definition for "outdoor storage."
- 3) Clarification of "exterior storage" requirements in residential zone districts.
- 4) Allowance of temporary sandwich board signs in the Main Street District with Overlay subject to certain requirements.
- 5) Clarification to the requirements under the "Temporary sign permit" regulations.

The Commission voted unanimously to recommend approval of the provisions as included in the drafted ordinance presented in the Request for City Council Agenda Item.

Respectfully submitted,

Hal Lawler
Chairman, Planning and Zoning Commission

cc: Tim Tietjens, Director of Planning and Development
Department File

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>July 13, 2015</u>	Appropriation	
Requested By:	<u>R.J. Davidson</u>	Source of Funds:	<u>General Funds</u>
Department:	<u>Planning & Development</u>	Account Number:	<u>001.9092.524.6021</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/>	Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$66,190.00</u>
Other: <input type="radio"/>		Amount Requested:	<u>TBD</u>
Attachments :		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO

1. List of Dangerous Buildings
2. Dangerous Building Inspection Reports
3. PowerPoint Presentation on Buildings

SUMMARY & RECOMMENDATIONS

The Dangerous Building Inspection Board, as established by Sect. 82-472 of the City's Code of Ordinances, is composed of the Deputy Building Official (R.J. Davidson), the Fire Chief (Mike Boaze) and the Fire Marshal (Clif Meekins).

The Board has identified Ten (10) locations that are a public nuisance and hazard as described in Sect. 82-473 of the City's Code of Ordinances. Whenever the Board determines violations under this section exist, the building or structure is considered "dangerous or substandard".

Council is being asked to review the Board's findings and then authorize a public hearing for the purpose of possible condemnation and subsequent demolition of the structures. Staff is requesting an August 24, 2015 public hearing date.

The Finance Department has confirmed Acct. #001-9092-524-6021 has \$66,190.00 in budgeted funds.

Action Required of Council:

Consider approval or other action to publish a public hearing date of August 24, 2015 for consideration of ten (10) dangerous buildings, as defined by Section 82-473.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

SUBSTANDARD BUILDING LIST (Summer 2015 Group)

- 1) **204 N. Forrest Ave.**
(Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #035-208-005-0018
Legal Description: Blk. 5; Lot 8; Sylvan Beach First Subdivision
Improvements: \$ 31,942.00
Taxes Owed: \$ 0
Mowing/Clean-up: \$ **0.00**
Utility Billing: Active account \$39.19

- 2) **402 S. 15th St.**
(Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #024-102-089-0030
Legal Description: Blk. 789; Lots 17 thru 32 La Porte
Improvements: \$ 66,045.00
Taxes Owed: \$ 0
Mowing/Clean-up: \$ **0.00**
Utility Billing: \$ 0- not active as of 9/24/12 (write off)

- 3) **313 S. 7th St.**
(Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #023-162-019-0007
Legal Description: Blk. 19; Lot South 10' lot 6 all of lots 7-8; La Porte- Harris County
Improvements: \$ 36,598.00
Taxes Owed: \$ 0
Mowing/Clean-up: \$ **180.68 [75.00 (SB fee) + .68 (interest) + 105.00 (admin fee)]**
Utility Billing: \$ 0- not active as of 3/12/09 (write off)

- 4) **203 Bay Oaks Dr.**
(Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #063-022-010-0010
Legal Description: Blk. 10; Lots 10-13; Bay Oaks an addition in Harris County
Improvements: \$ 45,314.00
Taxes Owed: \$ 0
Mowing/Clean-up: \$ **0.00**
Utility Billing: Active account \$39.19

- 5) **422 S. 2nd St.**
(Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #023-155-000-0020
Legal Description: inclusive Blk. 10; Lots 20-22; Town of La Porte
Improvements: \$ 33,766.00
Taxes Owed: \$ 0
Mowing/Clean-up: \$ **0.00**
Utility Billing: \$ 0- not active as of 1/05/09 (write off)

- 6) **201 N. 7th St.**
 (Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #023-198-068-0017
Legal Description: Blk.68; Lots 17, 18, 19, 20; La Porte
 Improvements: \$ 16,000.00
 Taxes Owed: \$ 0
 Mowing/Clean-up: \$ **0.00**
 Utility Billing: ACTIVE 4-27-15 & COLLECTION 9-30-13
- 7) **514 N. 5th St**
 (Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #023-216-004-0009
Legal Description: Blk. 104; Lots 9 & 10; La Porte – Harris County
 Improvements: \$ 39,495.00
 Taxes Owed: \$ 0
 Mowing/Clean-up: \$ **455.47 [343.00 (mowing) + 7.47 (interest) + 105.00 (admin fee)]**
 Utility Billing: \$ 0- not active as of 6/02/08 (write off)
- 8) **302 N. 7th St.**
 (Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #023-203-078-0014
Legal Description: Blk. 78; Lots 14, 15, & 16; La Porte
 Improvements: \$ 25,551.00
 Taxes Owed: \$ 0
 Mowing/Clean-up: \$ **0.00**
 Utility Billing: \$ 0- not active as of 2/26/13 (write off)
- 9) **626 N. 1st St.**
 (Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #024-037-027-0003
Legal Description: Blk. 327; Lots 3-4; Town of La Porte- Harris County
 Improvements: \$ 17,803.00
 Taxes Owed: \$ 0
 Mowing/Clean-up: \$ **161.45 [160.00 (mowing) + 1.45 (interest)]**
 Utility Billing: \$ 0- TERMINATED 4-30-13
- 10) **330 S. 5th St.**
 (Single Family Dwelling in an R-1, Low-Density Residential Zone)
HCAD: #023-162-018-0017
Legal Description: Blk. 18; Lots 17, 18, & 19; La Porte
 Improvements: \$ 13,614.00
 Taxes Owed: \$ 0
 Mowing/Clean-up: \$ **121.08 [120.00 (mowing) + 1.08 (interest)]**
 Utility Billing: \$ 0- TERMINATED 9-18-14

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6/17/15
STREET ADDRESS: 204 N. FORREST
OWNER: ABR PROPERTIES LLC.
DEED OWNER: LYDIA MONTGOMERY
HCAD: 035-208-005-0018
LEGAL: LOT 8 BLOCK 5 SYLVAN BEACH FIRST SUBDIVISION
OCCUPANCY TYPE: RESIDENTIAL ZONING: R1
NON-CONFORMING ISSUES: _____
FACILITIES AVAILABLE: WATER: YES - NO SUC SEWER: YES
ELECTRICAL: YES GAS: N/A
NUMBER OF DWELLING UNITS: 1
VACANT: YES OCCUPIED: _____

AS REQUIRED IN THE CITY'S CODE OF ORDINANCE, CHAPTER 82; ARTICLE VIII, THE BOARD OF INSPECTIONS MADE AN INSPECTION OF THE AFOREMENTIONED PROPERTY, AND DETERMINED THE BUILDING LOCATED THEREON, IN THEIR OPINION, IS IN FACT A DANGEROUS BUILDING, FOR THE FOLLOWING REASONS:

SEC. 82-473. DECLARATION OF PUBLIC NUISANCE AND HAZARD

- A. Dangerous or substandard buildings or structures. A building or structure shall be considered dangerous or substandard whenever it is determined by the Board, that any or all of the following is applicable:

- X 1: A building that is vacant, and is not up to current building code standards. These vacant buildings can be either open to trespass or boarded up.
- 2: Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location.
- X 3: Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
- 4: Whenever the building or structure, or any portion thereof, because of (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting the building; (d) the deterioration, decay, or inadequacy of its foundation, or (e) any other cause, is likely to partially or completely collapse.
- 5: Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose of which it is being used.
- 6: Whenever the building or structure has been so damaged by fire, wind, earthquake, or flood, or has become so dilapidated or deteriorated as to become (a) a public nuisance, (b) a harbor for vagrants, or as to (c) enable persons to resort thereto for the purpose of committing unlawful acts.
- X 7: Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air, or sanitation facilities, or otherwise, is determined by the Board to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- 8: Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections, or heating apparatus or other cause, is determined by the Board to be a fire hazard.

B. Dangerous or substandard electrical, plumbing, or mechanical installations. A building or structure shall be considered dangerous or substandard whenever it is determined by the Board, that any or all of the following is applicable:

- 1. Whenever any protective or safety device specified in The Electrical Code and of this title is not provided or is inoperative, defective, dilapidated, or deteriorated so as to threaten to fail or function as originally intended.
- 2. Whenever any installation or portion thereof because of (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) obsolescence; (d) inadequate maintenance, which in relation to existing use constitutes a hazard to life, health, property or safety.
- 3. Whenever any installation or any portion thereof which is damaged by fire, wind, earthquake, flood or any other cause so as to constitute a potential hazard to life, health, property, or safety.
- 4. Whenever any installation or any portion thereof was constructed, installed, altered or maintained in violation of the Building Code and/or Fire Code so as to constitute a potential hazard to life, health, property or safety.

FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure

X [Signature] 6/15/15
BUILDING OFFICIAL'S OFFICE DATE

X [Signature] 6-15-15
FIRE MARSHAL'S OFFICE DATE

X W.M. Booz 6-5-15
FIRE CHIEF'S OFFICE DATE

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6/15/15
STREET ADDRESS: 302 N. 7TH ST.
OWNER: RUBY PHELLIPS
DEED OWNER: RUBY PHELLIPS & WIFE
HCAD: 023-203-078-0014
LEGAL: ON TITLE REPORT
OCCUPANCY TYPE: RESIDENTIAL ZONING: R1
NON-CONFORMING ISSUES: _____
FACILITIES AVAILABLE: WATER: YES- NO SUC SEWER: YES
ELECTRICAL: YES GAS: N/A
NUMBER OF DWELLING UNITS: 1
VACANT: YES OCCUPIED: _____

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- 3. Whenever any installation or any portion thereof which is damaged by fire, wind, earthquake, flood or any other cause so as to constitute a potential hazard to life, health, property, or safety.
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FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure

X [Signature] 6/15/15
BUILDING OFFICIAL'S OFFICE DATE

X _____
FIRE MARSHAL'S OFFICE DATE

X W.m. Boerje 6-5-15
FIRE CHIEF'S OFFICE DATE

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6-17-15

STREET ADDRESS: 313 S. 7TH ST.

OWNER: George Ivis Allen and Changyung Gim Allen

DEED OWNER: Same

HCAD: 023-162-019-0007

LEGAL: South 10' lot 6 all of lots 7-8, Block 19, Town of La Porte - Harris County

OCCUPANCY TYPE: Residential ZONING: R1

NON-CONFORMING ISSUES: _____

FACILITIES AVAILABLE: WATER: YES - NO SVC. SEWER: YES

ELECTRICAL: yes GAS: N/A

NUMBER OF DWELLING UNITS: 1

VACANT: yes OCCUPIED: _____

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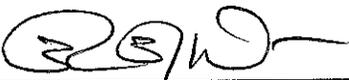
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FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure

x  6/15/15
BUILDING OFFICIAL'S OFFICE DATE

x  6-15-15
FIRE MARSHAL'S OFFICE DATE

x W.M. Boney 6-5-15
FIRE CHIEF'S OFFICE DATE

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6/12/15
STREET ADDRESS: 330 S. 5TH ST.
OWNER: MARK PHU
DEED OWNER: MARK PHU
HCAD: 023-162-018-0017
LEGAL: LOT-17,18,19 BLOCK 18, LA PORTE TX.
OCCUPANCY TYPE: RESIDENTIAL ZONING: R1
NON-CONFORMING ISSUES: _____
FACILITIES AVAILABLE: WATER: YES- NOSUC. SEWER: YES
ELECTRICAL: YES GAS: N/A
NUMBER OF DWELLING UNITS: 1
VACANT: YES OCCUPIED: _____

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FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure

[Signature] 6/15/15
BUILDING OFFICIAL'S OFFICE DATE

[Signature] 6-15-15
FIRE MARSHAL'S OFFICE DATE

W.M. Boerje 6-5-15
FIRE CHIEF'S OFFICE DATE

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6/16/15
STREET ADDRESS: 402 S. 15TH ST.
OWNER: 18 OWNERS ON TITLE REPORT.
DEED OWNER: ROY GONZALES
HCAD: 024-102-089-0030
LEGAL: ON TITLE REPORT
OCCUPANCY TYPE: RESIDENTIAL ZONING: R1
NON-CONFORMING ISSUES: _____
FACILITIES AVAILABLE: WATER: YES - NO SUC. SEWER: YES
ELECTRICAL: YES GAS: N/A
NUMBER OF DWELLING UNITS: 1
VACANT: YES OCCUPIED: _____

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FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure.

x  6/15/15
BUILDING OFFICIAL'S OFFICE DATE

x  6-15-15
FIRE MARSHAL'S OFFICE DATE

x  6-5-15
FIRE CHIEF'S OFFICE DATE

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6/16/16

STREET ADDRESS: 422 S. 2nd St.

OWNER: Mabel Cox

DEED OWNER: Mabel Cox

HCAD: 023-155-000-0020

LEGAL: Lots 20-22, inclusive block 10, townsh^d of La Porte

OCCUPANCY TYPE: Residential ZONING: R1

NON-CONFORMING ISSUES: _____

FACILITIES AVAILABLE: WATER: Yes - NO SVC. SEWER: Yes

ELECTRICAL: Yes GAS: N/A

NUMBER OF DWELLING UNITS: 1

VACANT: Yes OCCUPIED: _____

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B. Dangerous or substandard electrical, plumbing, or mechanical installations. A building or structure shall be considered dangerous or substandard whenever it is determined by the Board, that any or all of the following is applicable:

- 1. Whenever any protective or safety device specified in The Electrical Code and of this title is not provided or is inoperative, defective, dilapidated, or deteriorated so as to threaten to fail or function as originally intended.
- 2. Whenever any installation or portion thereof because of (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) obsolescence; (d) inadequate maintenance, which in relation to existing use constitutes a hazard to life, health, property or safety.
- 3. Whenever any installation or any portion thereof which is damaged by fire, wind, earthquake, flood or any other cause so as to constitute a potential hazard to life, health, property, or safety.
- 4. Whenever any installation or any portion thereof was constructed, installed, altered or maintained in violation of the Building Code and/or Fire Code so as to constitute a potential hazard to life, health, property or safety.

FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure

X [Signature]
BUILDING OFFICIAL'S OFFICE DATE

X [Signature] 6-15-15
FIRE MARSHAL'S OFFICE DATE

X _____
FIRE CHIEF'S OFFICE DATE

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6/15/15

STREET ADDRESS: 514 N. 5TH ST.

OWNER: MILTON WALKER

DEED OWNER: MILTON WALKER

HCAD: 023-216-004-0009

LEGAL: LOTS 9 & 10 IN BLOCK 104, LA PORTE, HARRIS COUNTY TX.

OCCUPANCY TYPE: Residential ZONING: R1

NON-CONFORMING ISSUES: _____

FACILITIES AVAILABLE: WATER: YES - NO SVC. SEWER: YES

ELECTRICAL: YES GAS: N/A

NUMBER OF DWELLING UNITS: 1

VACANT: YES

OCCUPIED: _____

AS REQUIRED IN THE CITY'S CODE OF ORDINANCE, CHAPTER 82; ARTICLE VIII, THE BOARD OF INSPECTIONS MADE AN INSPECTION OF THE AFOREMENTIONED PROPERTY, AND DETERMINED THE BUILDING LOCATED THEREON, IN THEIR OPINION, IS IN FACT A DANGEROUS BUILDING, FOR THE FOLLOWING REASONS:

SEC. 82-473. DECLARATION OF PUBLIC NUISANCE AND HAZARD

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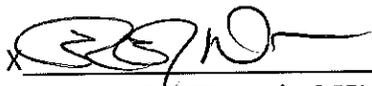
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- X 3. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
- X 4. Whenever the building or structure, or any portion thereof, because of (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting the building; (d) the deterioration, decay, or inadequacy of its foundation, or (e) any other cause, is likely to partially or completely collapse.
- X 5. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose of which it is being used.
- _____ 6. Whenever the building or structure has been so damaged by fire, wind, earthquake, or flood, or has become so dilapidated or deteriorated as to become (a) a public nuisance, (b) a harbor for vagrants, or as to (c) enable persons to resort thereto for the purpose of committing unlawful acts.
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FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure

 6/15/15
BUILDING OFFICIAL'S OFFICE DATE

X  6-15-15
FIRE MARSHAL'S OFFICE DATE

X W.M. Benz 6-5-15
FIRE CHIEF'S OFFICE DATE

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6/18/15

STREET ADDRESS: 626 N. 1st St.

OWNER: Morris Manuel

DEED OWNER: Same

HCAD: 024-037-027-0003

LEGAL: lots 3-4, Block 327, Town of La Porte, Harris County

OCCUPANCY TYPE: Residential ZONING: R1

NON-CONFORMING ISSUES: NO

FACILITIES AVAILABLE: WATER: Yes-NO SVC. SEWER: Yes

ELECTRICAL: yes GAS: N/A

NUMBER OF DWELLING UNITS: 1

VACANT: yes OCCUPIED: _____

AS REQUIRED IN THE CITY'S CODE OF ORDINANCE, CHAPTER 82; ARTICLE VIII, THE BOARD OF INSPECTIONS MADE AN INSPECTION OF THE AFOREMENTIONED PROPERTY, AND DETERMINED THE BUILDING LOCATED THEREON, IN THEIR OPINION, IS IN FACT A DANGEROUS BUILDING, FOR THE FOLLOWING REASONS:

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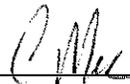
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FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure

X  6/15/15
BUILDING OFFICIAL'S OFFICE DATE

X  6-15-15
FIRE MARSHAL'S OFFICE DATE

X _____
FIRE CHIEF'S OFFICE DATE

City of La Porte
DANGEROUS BUILDING INSPECTION FORM

DATE: 6/16/15

STREET ADDRESS: 203 Bay Oaks Dr.

OWNER: Otis O. Wright

DEED OWNER: same

HCAD: 063-022-010-0010

LEGAL: lots 10-13, Block 10 of Bay Oaks, an addition in Harris County

OCCUPANCY TYPE: Residential ZONING: R1

NON-CONFORMING ISSUES: _____

FACILITIES AVAILABLE: WATER: YES - Has Svc. SEWER: YES

ELECTRICAL: YES GAS: YES

NUMBER OF DWELLING UNITS: 1

VACANT: _____ OCCUPIED: YES - NO ONE LIVES THERE

AS REQUIRED IN THE CITY'S CODE OF ORDINANCE, CHAPTER 82; ARTICLE VIII, THE BOARD OF INSPECTIONS MADE AN INSPECTION OF THE AFOREMENTIONED PROPERTY, AND DETERMINED THE BUILDING LOCATED THEREON, IN THEIR OPINION, IS IN FACT A DANGEROUS BUILDING, FOR THE FOLLOWING REASONS:

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FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

Dangerous Structure

X [Signature] 4/18/15
BUILDING OFFICIAL'S OFFICE DATE

X [Signature] 4-15-15
FIRE MARSHAL'S OFFICE DATE

X _____
FIRE CHIEF'S OFFICE DATE

201 N. 7th St. – A Voluntary Consent Form has been filed on this property.
Therefore, no Dangerous Building Inspection Form is included in the packet for
this property.

Dangerous Buildings

Possible Dangerous Building List

7/13/15



201 N. 7th St.



VOLUNTARY CONSENT SIGNED





203 Bay Oaks Dr.





Sec. 82-473 A(5) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose of which it is being used.





203 Bay Oaks Dr.



Sec. 82-473 A(8) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections, or heating apparatus or other cause, is determined by the Board to be a fire hazard.





203 Bay Oaks Dr.





203 Bay Oaks Dr.





203 Bay Oaks Dr.





Sec. 82-743 A(1) A building that is vacant, and is not up to current building code standards. These vacant buildings can be either open to trespass or boarded up.





204 N. Forrest

(2 Structures)





Sec. 82-473 A(5) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose of which it is being used.





204 N. Forrest





204 N. Forrest



Sec. 82-473 A(7) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air, or sanitation facilities, or otherwise, is determined by the Board to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.





204 N. Forrest





204 N. Forrest





204 N. Forrest





302 N. 7th St.



Sec. 82-473 A(7) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air, or sanitation facilities, or otherwise, is determined by the Board to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.





302 N. 7th St.





302 N. 7th St.





302 N. 7th St.





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302 N. 7th St.





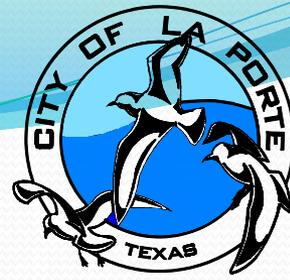
302 N. 7th St.





313 S. 7th St.





Sec. 82-473 A(3) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.





313 S. 7th St.





313 S. 7th St.



Sec. 82-473 A(7) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air, or sanitation facilities, or otherwise, is determined by the Board to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.





313 S. 7th St.





330 S. 5th St.





Sec. 82-473 A(1) A building that is vacant, and is not up to current building code standards. These vacant buildings can be either open to trespass or boarded up.





330 S. 5th St.



Sec. 82-473 B(2) Whenever any installation or portion thereof because of (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) obsolescence; (d) inadequate maintenance, which in relation to existing use constitutes a hazard to life, health, property or safety.





330 S. 5th St.





330 S. 5th St.





330 S. 5th St.





330 S. 5th St.





330 S. 5th St.





402 S. 15th St.





Sec. 82-473 A(5) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose of which it is being used.





402 S. 15th St.





402 S. 15th St.





402 S. 15th St.





402 S. 15th St.





422 S. 2nd St.





Sec. 82-473 A(3) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.





422 S. 2nd St.





422 S. 2nd St.





Sec. 82-473 A(8) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections, or heating apparatus or other cause, is determined by the Board to be a fire hazard.





422 S. 2nd St.





422 S. 2nd St.





422 S. 2nd St.





422 S. 2nd St.





514 N. 5th St.





Sec. 82-473 A(3) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.



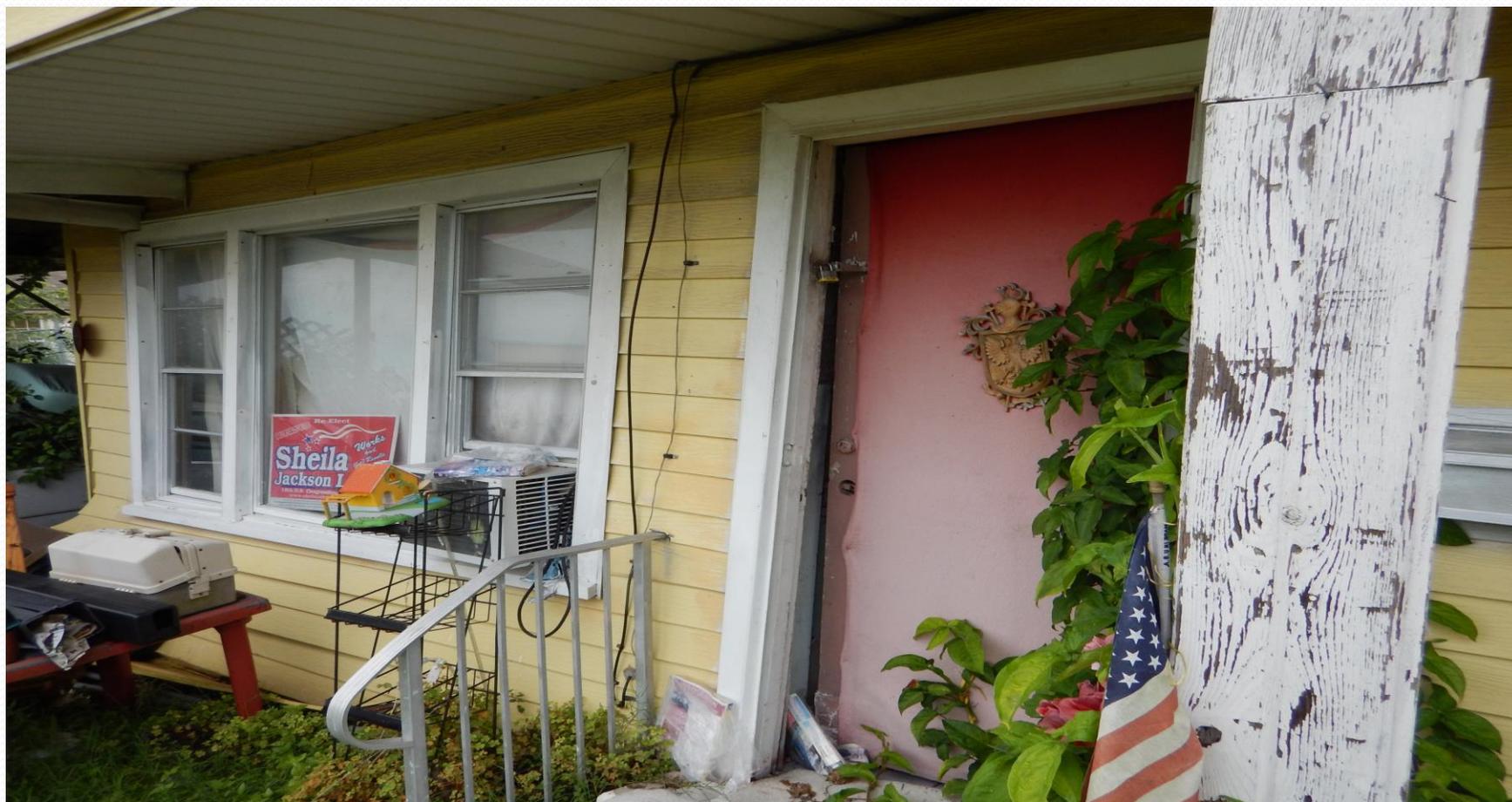


514 N. 5th St.





514 N. 5th St.





514 N. 5th St.





514 N. 5th St.





626 N. 1st St.



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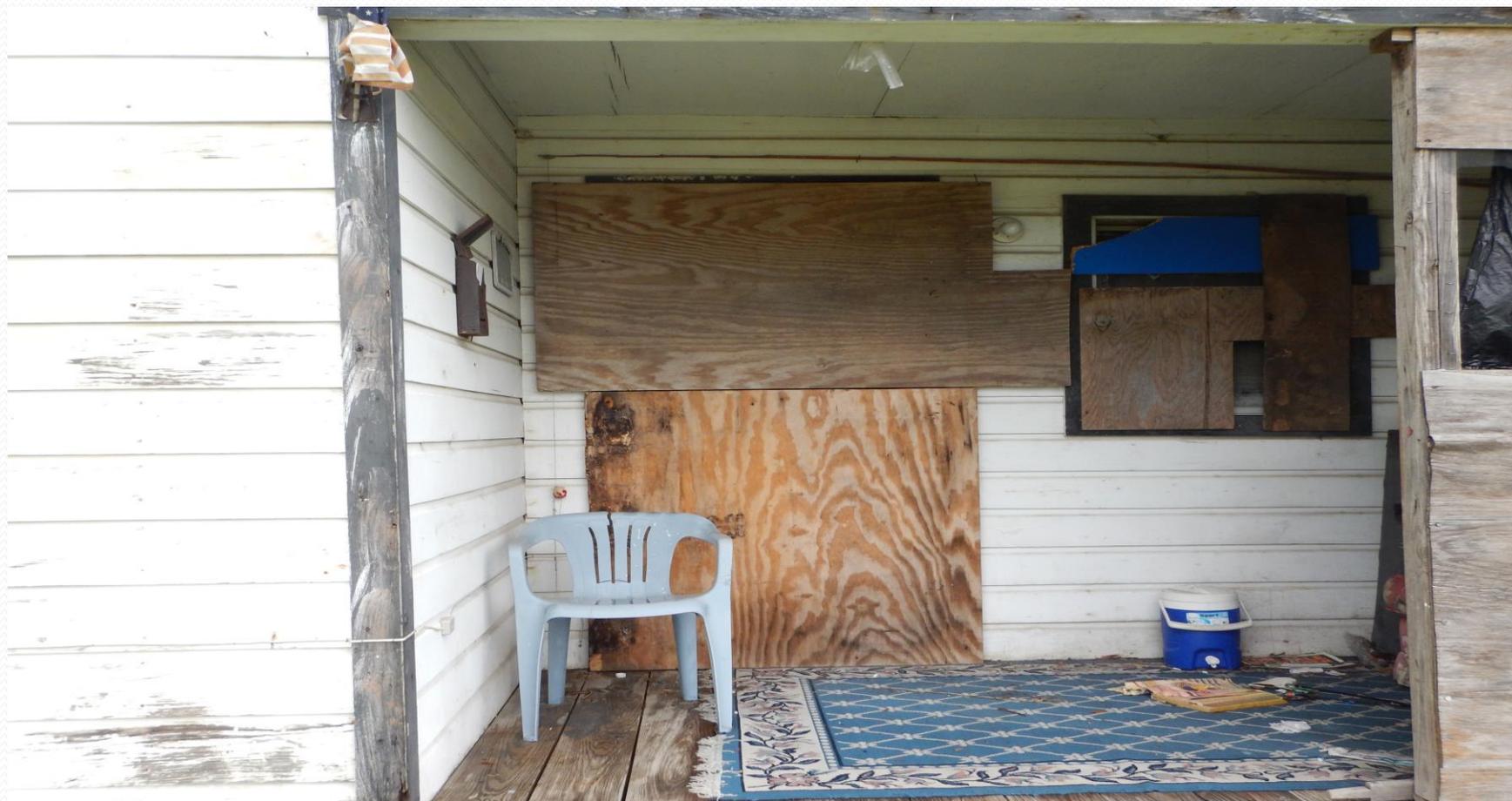


626 N. 1st St.





626 N. 1st St.





626 N. 1st St.





626 N. 1st St.





626 N. 1st St.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: July 13, 2015 Appropriation
Requested By: Dave Mick Source of Funds: N/A
Department: Public Works Account Number:
Report: Resolution: Ordinance: Amount Budgeted:
Other: Amount Requested:
Budgeted Item: YES NO

Attachments :

1. WCA's May 29 Letter Request
2. WCA's Increased Item Cost Summary
3. Executed 2013 City/WCA Contract
4. WCA's June 29 Email Confirmation of November 1st date

SUMMARY & RECOMMENDATIONS

City Council received a request from the City's commercial solid waste contractor, WCA, for consideration of a 5% fee increase for the next contract year. WCA's May 29 letter request is attached.

The City of La Porte has an exclusive franchise agreement with WCA to collect containerized (dumpster) commercial solid waste within the city limits. The current agreement - authorized by City Council on August 12, 2013 with an effective date of November 1, 2013 - is a five-year agreement with a provision for a three-year extension upon the mutual consent of City Council and WCA.

The executed agreement between the city and WCA included a 2013 fee schedule that, according to the contract terms, is subject to an annual cost of living increase based on the Consumer's Price Index - all Urban consumers (CPI-U). The 2013 fees were increased on November 1, 2014 by an amount equal to the increase in the CPI-U the previous year - 2.0%.

The change in the CPI-U index for the 12-month period considered for this next contract year beginning November 1, 2015 is -0.2%. WCA submitted information other than the CPI-U for the City's consideration including a summary of WCA's increased costs for labor, equipment and insurance over the prior two years (also attached).

Staff has considered the information provided by WCA. Still the contract terms provided in Section 13.04 read: "The unit cost for container collection is subject to a rate increase provided by Sections 13.03 and 13.05 only." Of the two sections referenced in the prior sentence, Section 13.03 provides for an annual cost of living increase equal to the change in CPI-U, and Section 13.05 sets a cap for any cost increase at 5% and provides for additional considerations of increased government regulatory fees added in the previous year. According to the contract condition provided in Section 13.04, a fee increase is to be based on an increase in CPI-U.

Other Considerations:

- WCA's May 29 letter indicates that the requested 5% price increase would take effect August 1, 2015. The WCA General Manager revised the effective date to November 1, 2015 by email (see

exhibit).

- WCA was selected for the current contract based on their qualifications, interviews, references and price. WCA's original proposal price was 3.3% below the second-low contractor, Republic Services, and 11.0% lower than the third-low proposal price. After the proposal prices were submitted, WCA later agreed to contribute \$12,500 per year to the city's annual household hazardous waste day event, or \$62,500 total over the initial five-year contract term. WCA has also donated supplies to various other city events.
- WCA provides a summary of increased costs. Staff does not know if decreased fuel costs (30% from April 2013 to April 2015 approximately) were considered.
- WCA indicates a 16% increase in tonnage of waste disposed over the prior two years. Staff have been unable to verify increase in tonnage or corresponding revenue increase.
- The Producers Price Index (PPI) Solid Waste component increased 1.81% from April 2014 to April 2015. This is the same timeframe considered for the CPI-U escalation clause in this next contract year.

Action Required of Council:

Consider approval or other action of staff's recommendation to deny the fee increase request submitted by WCA, based on failure to meet requirements set forth in the contract.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



May 29, 2015

City of La Porte
2963 North 23rd St.
La Porte, Texas 77571

Re: WCA and City of La Porte Price Adjustment

Dear Mr. Mick and Members of Council

WCA recently conducted a comprehensive audit of service in your area. As a result we have restructured service, personnel, and safety processes in order to improve service efficiency. Additionally, our audit revealed that our cost to service the City of La Porte has become unbalanced.

Despite our best efforts to hire and train our drivers for efficiency, leverage our buying power and perform our duties in a safe environment, we cannot negate the effects of rising labor, equipment and insurance costs.

In order to maintain the level of service the community has grown accustomed to, we humbly request your consideration and agreement to a rate increase of 5% according to the price matrix below, effective August 1, 2015.

WCA respects the partnership we have enjoyed with the City of La Porte these past couple of years. Please contact Robin Gribble, Municipal Account Executive, if you have questions, concerns, or if you would like to discuss this matter further.

Respectfully,

Robin Gribble
Municipal Account Executive

WCA / City of La Porte 2014/2015 Pricing							
	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	6X/Week	Extra Pick-Up
2 Yard	\$ 21.76	\$ 41.85	\$ 59.51	\$ 77.15	\$ 96.39	\$ 127.18	\$ 45.90
3 Yard	\$ 32.56	\$ 62.71	\$ 89.18	\$ 115.63	\$ 145.61	\$ 173.40	\$ 45.90
4 Yard	\$ 43.13	\$ 83.06	\$ 118.26	\$ 153.38	\$ 191.68	\$ 230.01	\$ 45.90
6 Yard	\$ 64.47	\$ 124.34	\$ 176.86	\$ 229.43	\$ 286.73	\$ 344.08	\$ 45.90
8 Yard	\$ 85.89	\$ 165.67	\$ 236.16	\$ 305.83	\$ 382.28	\$ 458.68	\$ 45.90

WCA / City of La Porte 2015/2016 Proposed Pricing							
	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	6X/Week	Extra Pick-Up
2 Yard	\$ 22.85	\$ 43.94	\$ 62.49	\$ 81.01	\$ 101.21	\$ 133.54	\$ 48.20
3 Yard	\$ 34.19	\$ 65.85	\$ 93.64	\$ 121.41	\$ 152.89	\$ 182.07	\$ 48.20
4 Yard	\$ 45.29	\$ 87.21	\$ 124.17	\$ 161.05	\$ 201.26	\$ 241.51	\$ 48.20
6 Yard	\$ 67.69	\$ 130.56	\$ 185.70	\$ 240.90	\$ 301.07	\$ 361.28	\$ 48.20
8 Yard	\$ 90.18	\$ 173.95	\$ 247.97	\$ 321.12	\$ 401.39	\$ 481.61	\$ 48.20

CITY OF LA PORTE



OVERVIEW

The solid waste industry has experienced increased maintenance, labor and disposal cost as a result of many factors. The inflation rate for our industry has generally outpaced the annual Consumer Price Index.

Oil & Gas: In order to attract and retain the best drivers, as well as landfill operators (Yellow Iron Operators), in the industry, WCA has had to improve compensation packages across the board.

Rising Disposal Cost: As referenced above direct competition for yellow iron operators has resulted in increased cost for disposal at the landfill.

Maintenance & Labor Cost: The cost of diesel mechanics has increased because our industry is in direct competition with oil and gas.



WAGES AND BENEFITS

Provided are a few cost comparisons.

How does this impact WCA and our service to the City of La Porte?

Wages: Represents Increase of \$15,047.76 or 9.98% (2015)

Benefits: Increased \$3,864.00 or 17.00%

	Average Hours / Driver	Combined Pay / Week	Annualized	Difference	Percent Change
2013	56.16	\$2,312.30	\$ 120,239.60		
2014	57.44	\$2,610.04	\$ 135,722.08	\$ 15,482.48	12.88%
2015	58.42	\$2,899.42	\$ 150,769.84	\$ 15,047.76	11.08%



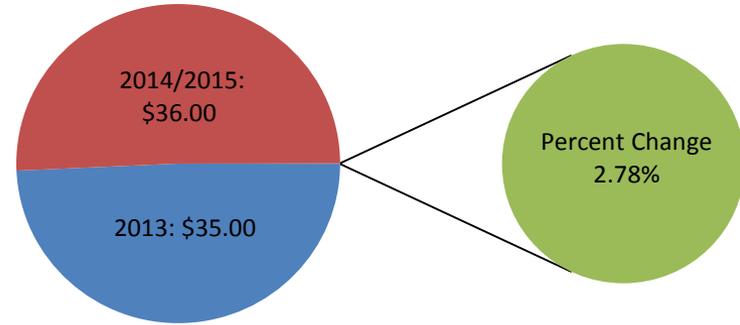
DISPOSAL

WCA has a disposal agreement with Waste Management, and the City of La Porte's solid waste is disposed of at the Waste Management Southside Transfer Station, located at 10113 Koenig Street, Houston, Texas 77034.

Per ton rate increased \$1.00 per ton, or 2.78%.

Increased tonnage and disposal cost by 15.93%

City of La Porte - Disposal Comparison 2013/2014/2015



Date	Annual Tonnage	Per Ton Rate	Annual Disposal Cost	Percent Increase
2013	12,820	\$ 35.00	\$ 448,700.00	0.00%
2014	12,882	\$ 36.00	\$ 463,741.20	3.35%
2015	15,322	\$ 36.00	\$ 551,592.00	18.94%



MAINTENANCE

This industry like all others has experienced increased maintenance cost and labor cost associated with maintenance.

WCA runs two commercial routes per day in the City of La Porte.

Annual increase 2013 – 2014: \$12,793.64 (6.75%)

Date	Vehicle Ops Cost	Average Cost / Month	Cost / Day	Monthly Cost / Route	Annual Cost / Route	Percent Change
2013	\$ 2,047,469.00	\$ 170,622.42	\$ 368.09	\$ 7,361.87	\$ 88,342.46	
2014	\$ 2,142,830.00	\$ 178,569.17	\$ 358.86	\$ 7,894.94	\$ 94,739.27	7.24%



SUMMARY

Wages: \$15,047.76 or 11.08%

Benefits: \$3,864.00 or 17.00%

Disposal: \$87,850.80 or 18.94%

Maintenance: \$6,396.81 or 7.24%

Cost Increases (Wages/Disposal/Maintenance): \$113,159.37

Annual Revenue(without franchise fee): \$847,000

Last Price Increase 11/14: 2% (\$14,552.40 Annually)

Current Price Increase, requested 11/15: **5% (\$42,350 Annually)**



**NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE TEXAS
GENERAL ARBITRATION ACT, CHAPTER 171 "GENERAL ARBITRATION",
TEXAS CIVIL PRACTICE AND REMEDIES CODE"**

THE STATE OF TEXAS
COUNTY OF HARRIS

**CONTRACT FOR
COLLECTION AND DISPOSAL OF COMMERCIAL SOLID WASTE
CITY OF LA PORTE**

THIS AGREEMENT, made and entered into by and between the City of La Porte, a Municipal Corporation of Harris County, Texas, hereinafter called the "City", and Waste Corporation of Texas, L.P., a Delaware limited partnership, hereinafter called the "Contractor".

WITNESSETH that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor hereby agrees with the City to commence and complete the work described as follows:

The Contractor shall furnish all personnel, labor, equipment, administration and billing, and all other necessary items to provide for the collection and disposal of commercial and industrial solid waste within the corporate limits, current and future, of the City of La Porte, as specified, and to perform all the work called for in accordance with the Contract Documents, including the Request for Bids, Instructions to Bidders, Bid, Affidavit, Bid Bond, Contract, General Specifications, Performance Bond, and any changes to the foregoing documents agreed to by the City and the Contractor, all of which are made a part hereof as fully as if set out herein and hereby become a part of these documents.

The Contractor acknowledges that Section 58-66 of the Code of Ordinances for the City of La Porte requires businesses and commercial institutions and establishments to use the City's solid waste contractor service for the removal of garbage and trash when the weekly average volumes exceed two (2) cubic yards per week. Bin service is to be provided by the Contractor exclusively within city corporation limits.

The Contractor also acknowledges that, in accordance with Section 58-40 of the City Code of Ordinances, the City Solid Waste Division does not collect Heavy Trash from commercial and/or industrial Producers. Heavy trash generated by commercial and industrial Producers may be deposited into the Bin by the Producer providing that it does not create a safety hazard for the driver or equipment while servicing the bin.

It is agreed and understood between the parties that the Contractor agrees to accept the work at the prices and amounts stipulated in the Rate Schedule, within any adjustments to such prices and amounts as provided herein.

This Contract shall become effective upon the execution of the Contract, and performance of such contract shall begin November 1, 2013.

In the event of conflict with any terms, provisions or obligations of any of the Contract Documents, the General Specifications shall apply.

In the event that any portion of the Contract Documents is found invalid or unenforceable, the invalid or unenforceable portion shall not affect the validity or enforceability of any other portion of the Contract Documents.

IN WITNESS WHEREOF, THE CITY and THE CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to THE CITY and THE CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by THE CITY and THE CONTRACTOR.

This Agreement will be effective on September 26, 2013, (which is the effective Date of the Contract).

CITY OF LA PORTE

BY:



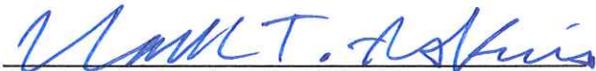
Corby D. Alexander, City Manager

ATTEST:



Patrice Fogarty, City Secretary

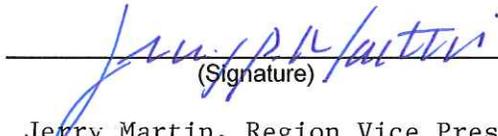
APPROVED AS TO FORM:



Clark T. Askins, Assistant City Attorney

FOR CONTRACTOR: WASTE CORPORATION OF TEXAS, L.P.

Attest:



(Signature)
Jerry Martin, Region Vice President

(Typed name and Title)

(Typed Name of Contractor)

(Signature)

Contractor address for giving notices:

(Typed Name & Title)

(If CONTRACTOR is a corporation, attach evidence of authority.)

**GENERAL SPECIFICATIONS
COLLECTION AND DISPOSAL OF
COMMERCIAL SOLID WASTE**

- 1.00 BINS - Metal receptacles designed to be lifted and emptied mechanically for use at Commercial and Industrial Units. For the purposes of this contract, Bins are containers of 2, 3, 4, 6, and 8 cubic yards designed for collection with a front-loading collection vehicle.
- 1.02 BULKY WASTE - Appliances, water tanks, furniture and other waste materials, with chlorofluorocarbons (CFC's) removed and certified by an appropriately licensed technician, **other than** Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins.
- {If deposited in a bin, Bulky Waste is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Bulky Waste is collected as Special Waste per Sections 1.18 and 3.01.}
- 1.03 CITY - City of La Porte, Texas.
- 1.04 COMMERCIAL AND INDUSTRIAL REFUSE - All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit excluding hazardous waste.
- {If deposited in a bin, Commercial and Industrial Refuse is collected per Section 3.01.}
- 1.05 COMMERCIAL AND INDUSTRIAL UNIT - All premises, locations or entities, public or private, requiring refuse collection within the current and future corporate limits of the City, other than a single-family Residential Unit. For the purposes of these specifications, apartments, condominiums and townhomes, and trailer parks are considered Commercial Units. The term "Units" and "Customers" are used interchangeably in this agreement and both terms are to be considered to have the same meaning.
- 1.06 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- {If deposited in a bin, Construction Debris is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Construction Debris is collected as Special Waste per Sections 1.18 and 3.01.}
- 1.07 CONTRACT DOCUMENTS - The Request for Bids, Instructions to Bidders, Affidavit, Bid, Bid Bond, Contract, General Specifications, including Appendix A, B, and C, Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.08 CONTRACTOR -The person, corporation, or partnership, or its duly authorized successor, performing Commercial and Industrial Refuse Collection and Disposal with the City under the terms of the Contract Documents.
- 1.09 DEAD ANIMALS - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

{Per Section 3.01, the contractor may collect Dead Animals but is not obligated to do so.}

1.10 DISPOSAL SITE - A Refuse depository, including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive, for processing or final disposal of, Garbage, Refuse and Dead Animals.

1.11 GARBAGE - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, (including but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposed waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

{If deposited in a bin, Garbage is collected per Sections 1.04 and 3.01.}

1.12 HARD TO HANDLE WASTE - Any and all material that, because of its difficulty in collection, transport, or disposal causes the Contractor to incur an additional cost, including, but not limited to concrete.

{Hard to Handle Waste by definition will always be outside of the bin and is collected as Special Waste per Section 1.18.}

1.13 HAZARDOUS WASTE - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For the purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline or other petroleum product, paint and paint containers.

{Per Section 3.01, the contractor may collect Hazardous Waste but is not obligated to do so.}

1.14 PRODUCER - An occupant of a Commercial and Industrial Unit who generates Refuse.

1.15 REFUSE - This term shall refer to Commercial and Industrial Refuse to be collected and disposed of pursuant to this Contract unless the context requires otherwise.

1.16 ROLL-OFF CONTAINER - A large metal container with an open or closed top which can be rolled on the back of a truck. Sizes of roll-off containers are generally 20, 30, or 40 cubic yards.

{Roll-Off Containers are not governed by this contract and not part of this City franchise agreement.}

1.17 RUBBISH - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp

and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

{If deposited in a bin, Rubbish is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Rubbish is collected as Special Waste per Sections 3.01.}

1.18 SPECIAL WASTE or SPECIAL COLLECTION – Bulky Waste, brush, Hard to Handle Waste from Commercial and/or Industrial Units or the same in excess of 10 cubic yards from Residential Units. Excluding Unacceptable Waste. When these items are not deposited in a collection bin, these items are to be collected by the Contractor at the request of the Commercial and/or Industrial Units or City at the Unit price (or less) specified by the Contractor in this proposal for a minimum volume of 18 cubic yards total at any one location or in aggregate of a number of locations within the city to be collected in the same trip by the Contractor. The Contractor will bill the City only for those collections specifically requested by the City.

1.19 STABLE MATTER - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

{If deposited in a bin, Stable Matter is collected per Sections 1.04 and 3.01.}

1.20 UNACCEPTABLE WASTE – Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

{Per Section 3.01, the Contractor may collect Unacceptable Waste but is under no obligation to do so.}

2.00 SCOPE OF WORK - The work under this Contract shall consist of the items contained in the Contract Documents, including all the supervision, materials, equipment, labor, services and all other items necessary to complete said work in accordance with the Contract Documents.

2.01 CONTRACTOR DUTIES - Contractor shall furnish all equipment and personnel needed to pick up Refuse in accordance with the Contract Documents. The Contractor shall make all attempts reasonably possible to place the containers at customer's requested location. If not reasonably possible, Contractor may locate containers at next best location.

Contractor shall provide all administrative labor, material and equipment to service commercial accounts, including, but not limited to signing up new accounts, billing accounts, receiving and resolving customer inquiries and complaints and termination of accounts.

Contractor is not responsible for damage to driveways or private streets because of normal use. This does not include Contractor varying from roadways and similar areas normally traveled for container pickup.

Contractor or customer will place no containers on any City, County, or State rights-of-way. Containers must be placed entirely within the property of each customer. Contractor will be responsible for compliance with this provision.

Customer has sole responsibility to provide container location, access, private roadway or driveway, and availability of same for accessibility twenty-four (24) hours per day. Each customer is solely responsible for damage done by collection equipment to driveway, container area, or private roadway.

If several small volume generators are located together, Contractor must make a reasonable effort to place one container for those customers to share.

When a Bin is collected only once a week, the customer picks the collection day subject to other contract provisions regarding holidays and collection times.

2.02 CITY DUTIES - The City will inform all new commercial customers of Contractor's exclusive right to collect containerized commercial Refuse, direct all inquiries to Contractor, and promptly notify Contractor of all utility service disconnects.

2.03 ROADWAYS - Contractor will be permitted to use the improved streets, roads, and alleys of the City in order to pick up Refuse.

2.04 LICENSES, PERMITS, AND TAXES - The Contractor shall obtain all licenses and permits (other than the license and permits granted by contract), and promptly pay all taxes required by the City and State, including all disposal fees and taxes that may, from time to time, be imposed by municipal, county state and federal agencies.

2.05 CONDITION OF BINS AND TRUCKS AT THE START OF CONTRACT - All Bins will be new and/or reconditioned at the start of the contract. The current contractor, if selected, will be required to recondition the existing containers as needed. Trucks are not required to be new but shall meet the standards provided in General Provisions of the Contract

3.00 TYPE OF COLLECTION

3.01 SERVICE PROVIDED - Contractor shall provide Bin collection service for the temporary and permanent collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement. The Contractor shall also provide special collection and disposal of Bulky Waste, Construction Debris, and Rubbish from residential, vacant and commercial properties, using methods other than providing bins, if requested, at rates as may be mutually agreeable between the Contractor and the Commercial and Industrial Producer but no greater than those rates established under Section 13.01.

Contractor shall provide all administrative services to bill commercial customers, answer inquiries and complaints, and other duties related to servicing the customer accounts.

Following all applicable federal and state regulations, the Contractor may, but is under no obligation to, provide for special collection of Dead Animals, Unacceptable

Waste, and/or Hazardous Waste at Commercial and Industrial Units at its sole discretion and upon such terms and conditions as may be mutually agreeable between the Contractor and the Producer.

3.02 LOCATION AND CONDITION OF BINS FOR COLLECTION - Contractor shall provide Bins for Commercial and Industrial Units whenever customers request their use for collection service as provided in and under this Contract. Each Bin shall display the Contractor's name and local telephone number in a clear and legible manner. All Bins shall be covered, and maintained in a good and nuisance-free condition.

Each Bin shall be placed in an accessible, outside location on a hard surface. Contractor shall make all efforts to place the Bin at the customer's requested location, as long as the location is entirely within the customer's property. In no event will a Bin ever be placed on any City, County or State right-of-way.

Bins shall be changed by the Contractor free of charge (unless caused by Customer's improper use) as needed to address any and all health and safety concerns.

3.03 CITY FACILITIES - The Contractor agrees to provide Bins, and collect and dispose of Refuse from City-owned facilities identified on Exhibit B of the Contract Documents, at no charge to the City. The City reserves the right to make minor modifications to the number, placement and frequency of collection of such Bins from time to time, depending on the addition of facilities and seasonal requirements.

3.04 INITIAL START OF CONTRACT - It shall be the duty and responsibility of the Contractor to contact each and every Commercial and Industrial Unit to determine the collection and disposal needs of each Unit. If commercial service is currently provided, or if commercial service is required or desirable, the Contractor shall provide the size Bin and collection frequency necessary.

3.05 CUSTOMER BASE - It is understood that the Contractor has the exclusive right, as the City's Independent Contractor, to collect all Refuse from Commercial and Industrial Units within the corporate limits of the City. All existing customers of the City, are customers of the City, effective with this Contract, and will be serviced by the Contractor, acting as the City's Independent Contractor under the terms and conditions of this Contract.

4.00 COLLECTION OPERATION

4.01 HOURS OF OPERATION - In industrial and commercial areas with no residences within a reasonable distance, Refuse pickup may take place 24 hours per day. Apartment houses, condominiums, trailer parks, and any residential areas where commercial pick up occurs must be entered after 6:00 A.M. or before 8:00 P.M. (The City must be informed, the same day, of deviations to the service hours)

4.02 ROUTES - Commercial and Industrial Unit collection routes shall be established by the Contractor. The Contractor shall have the right to pursue with each Producer a collection frequency and Bin size that maximizes the Contractor's resources, while ensuring sanitary and odorous conditions are not compromised. If agreement cannot be reached with a customer, the City shall have the right to determine Bin size and collection frequency.

4.03 HOLIDAYS - Commercial and Industrial Unit collection shall not be required on the following recognized holidays:

New Year's Day Labor Day Memorial Day Thanksgiving Day
Independence Day Christmas Day

When normal collection falls on a holiday, the Contractor will provide collection on the day before or the day after the holiday, at the Contractor's discretion.

4.04 SERVICE REQUESTS AND INQUIRIES - The Contractor will either a) maintain a business office within the City to receive requests for service and complaints, or b) make a Contractor representative available to meet with the customer at the location where the Refuse is produced as needed. In no case shall the Producer be required to travel outside of the city corporation limits to meet with the Contractor or a representative of the Contractor. The Contractor shall have a responsible person in charge who is available from 8:00 A.M. to 5:00 P.M. on weekdays, excluding Holidays to address customer requests and complaints. Provisions shall also be made for emergency calls after 5:00 P.M. on weekdays and Saturdays before 3:00 P.M. All requests for service, and any complaints from Commercial and Industrial Units received by the City shall be directed to the Contractor. All such requests and complaints shall be given prompt and courteous attention. The Contractor will accommodate all requests for extra service as the Contractor's schedule permits. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if determined valid, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

4.05 NEW AND DISCONTINUED SERVICES - The Contractor will comply with any request for new or discontinued service within two (2) Business Days of receipt of the request provided that the request would not violate any other provision in this Contract.

In the case of new service requests, from time to time the Contractor may be required to consult with the potential Producer to determine Bin size and collection frequency.

4.06 INACCESSIBLE BINS - If, during the collection cycle, the Contractor in good faith determines that collection of a particular Commercial and Industrial Unit is not possible due to the inaccessibility of the Bin, through no fault of the Contractor, the Contractor will make a good faith effort to contact the customer to provide accessibility. The Contractor can, but is not required to, return the same day to provide collection. If the Contractor cannot gain accessibility on the regular scheduled collection day, the Contractor shall provide service on the next scheduled collection day, and the Unit shall be charged an amount as provided by the Contract equal to the amount due by Producer had the collection been made.

4.07 COLLECTION EQUIPMENT - The Contractor shall provide an adequate number of vehicles for regular collection services, including sufficient back-up vehicles. Vehicles shall be covered or totally enclosed, meet all statutory requirements for safety and other regulations, and shall be kept in good repair, appearance, and in a clean and sanitary, and free of leaks and excessive emissions at all times. The Contractor shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking, or blowing. The Contractor shall be responsible for the immediate cleanup of all leakage, spillage, and blown debris resulting from the Contractor's operations. The Contractor shall operate all vehicles and equipment in compliance with all applicable laws and in accordance with manufacturer's specifications. Each vehicle shall have clearly visible, on each side of the vehicle, the name and telephone number of the Contractor.

All trucks or other vehicles operated by the Contractor within the City shall be subject to and shall submit immediately to on the spot inspections by designated City representatives, and if found to be unsafe, the vehicle shall be immediately removed from service until it can be repaired and is successfully reinspected by the City.

4.08 COLLECTION AND TRANSPORT - All Refuse collected and transported by the Contractor shall be so contained that no spilling, leaking, blowing or falling occurs. If Refuse is spilled, leaked, blown or falls during collection or transport, the Contractor shall clean all such Refuse immediately.

4.09 DISPOSAL - All Refuse collected for disposal by the Contractor shall be transported to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Contract for each Commercial and Industrial Unit.

4.10 CONTRACTOR'S EMPLOYEES - The Contractor shall assign a qualified person or persons to direct administration and collection and disposal operations and shall furnish the name or names of such person(s) to the City. Such person(s) shall have full authority to respond immediately to and resolve complaints or problems.

Contractor's employees shall be uniformed, with company and name identification provided on said uniforms. All drivers will possess the appropriate license as issued by the Texas Department of Public Safety.

4.11 REPORTS AND ACCIDENTS – The Contractor shall report to the City as soon as practicable all accidents or occurrences resulting in injuries to the Contractor's employees, agents, licenses, or invitees, or damage to property arising out of or during the course of the services performed by the Contractor on behalf of the City. And when requested, the Contractor shall furnish the City with a copy of reports made by the Contractor to the Contractor's insurer or to others relative to such accidents or occurrences.

5.00 GOVERNING LAWS - This Contract shall be governed by the laws of the State of Texas and the Ordinances of the City of La Porte. Should any disagreement occur concerning the Contract, the parties agree that the venue for settling such disputes, including claims and suits, shall be Harris County, Texas, provided however, nothing in this paragraph shall prevent the parties from resolution of any dispute under Paragraph 17.00 of the Contract.

6.00 EFFECTIVE DATE AND TERM - This Contract shall become effective, and performance shall begin on November 1, 2013. The Contract shall be for a five (5) year period beginning on November 1, 2013 and remain in full force until October 31, 2018. The initial term of the Contract may be extended for an additional three (3) years, upon the mutual written agreement of the Contractor and the City. Request for extension by the Contractor shall be submitted in writing, on or before March 1, 2018. The request for extension shall contain the proposed pricing, including proposed formula for price increases, and any additional terms or conditions not contained in the original Contract Documents. If the City disapproves the proposed extension on or before May 1, 2018, the Contractor shall be entitled to terminate service effective November 1, 2018. If the City does not act on the proposed extension on or before May 1, 2018, or if the written Contractor request for extension is not served to the City by March 1, 2018, the Contractor agrees to extend the Contract with the City for one (1) additional year, from November 1, 2018 to October 31, 2019, according to Paragraph 13.02 of the Contract Documents at the sole discretion of the City.

7.00 INDEMNITY - The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, fines, expenses and attorney's fees incident to any work done in the performance of this Contract, including damages, penalties or claims arising from the disposal of any Refuse by the Contractor or arising out of willful misconduct or a negligent act or omission of the Contractor, its officers, agents, servants and employees. However, the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

8.00 NONDISCRIMINATION - The Contractor in its employment, operations and service shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, or in any other manner prohibited by law.

9.00 NOTICE - All written notices shall be served by registered or certified mail to the parties, return receipt requested, as follows:

CITY
City of La Porte
City Manager
604 West Fairmont Parkway
La Porte, Texas 77571

CONTRACTOR
Waste Corporation of Texas, L.P.

Attn.: Vernon Smith, Regional V.P.

10.00 REQUIRED CONTRACTOR INSURANCE - The successful CONTRACTOR shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. CONTRACTOR shall obtain insurance as detailed. Each policy obtained by the CONTRACTOR for work with this Contract, with exception of the Worker's Compensation policy, shall name the CITY OF LA PORTE as an additional insured, and shall contain waiver of subrogation in favor of CITY OF LA PORTE. The coverage and amounts designated are minimum requirements and do not establish limits of the contractor's liability. Additional coverage may be provided at the CONTRACTOR'S option and expense. Insurance must include:

General Liability:

Commercial General Liability

General Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Automobile Liability:

Combined Single Limit	\$1,000,000.00
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Excess Liability:

Umbrella

Each Occurrence	\$1,000,000.00
Each Aggregate	\$1,000,000.00

Worker's Compensation and Employer Liability:

In form and quantities as required by State of Texas

- 11.00 PERFORMANCE BOND – Within fifteen (15) calendar days of the city council award of the Contract, the Contractor shall furnish to the City a corporate surety bond, issued by a corporate surety licensed to do business in the State of Texas, as security for the faithful performance of this Contract. Said surety bond must be in the amount of \$696,328.92, which represents the estimated billing for the first year of the Contract. The bond shall indemnify the City against any loss resulting from any failure of performance by the Contractor up to and including the penal sum of the bond.
- 11.01 PREMIUM - The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- 11.02 POWER OF ATTORNEY - Attorneys in fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 12.00 FAILURE TO PERFORM
- 12.01 TERMINATION BY CITY FOR CONTRACTOR'S DEFAULT

The City may terminate the Contractor's performance of services under this Agreement in the event of default by the Contractor and failure by the Contractor to cure such default after receiving notice thereof, as provided in this in Section. Default by the Contractor shall occur if the Contractor fails to observe or perform all of its duties under this Contract. Should such a default occur, the City may deliver a written notice to the Contractor describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, the Contractor cures such default, the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, the City may terminate the Contractor's performance under this Contract as of such date. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.

- 12.02 GROUNDS FOR CONTRACTOR DEFAULT - The following, by way of example, but not of limitation may be considered grounds for default by the Contractor, in whole or in part:
- a) Failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein;
 - b) Failure of the Contractor to commence work operations within the time specified in the Contract;
 - c) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
 - d) Evidence that the Contractor has abandoned the work;
 - e) Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;

- f) Indication that the Contractor has made an unauthorized assignment of the Contract or is subcontracting tasks without prior approval from the City.

12.03 ACTIONS BY THE CITY IN LIEU OF TERMINATION - If the City determines and notifies the Contractor that a default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof.

12.03 FORCE MAJEURE - In the event that the Contractor is delayed or prevented from continuing in the performance of this Contract by reason of an Act of God, catastrophe, riot, war, governmental order or regulation, strike or other similar or different contingency beyond the reasonable control of the Contractor, the Contractor shall not be liable for damages arising solely out of such contingency.

13.00 BASIS AND METHOD OF PAYMENT

13.01 COLLECTION AND DISPOSAL RATES - For collection and disposal services required to be performed by the Contractor, the charges for said services shall be as outlined under Exhibit A (Rate Schedule), and said charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Paragraph 13.02. The Refuse collection charges provided in this section shall include all collection, disposal, billing, City and State fees, and related costs. Bins will be deemed full for purposes of determining cubic yards collected, with the capacity as determined by the manufacturer.

13.02 MODIFICATION OF RATES - The Contractor and the City hereby agree that the fees for such refuse collection and disposal service as provided in the Proposal Appendix B shall be binding upon both parties for the first year of the Contract (November 1, 2013 through October 31, 2014). In the event that the Contractor determines that an increase in such collection and disposal fees is required due to an increase of specific costs incurred by the Contractor in providing such services, then the Contractor shall submit, in writing, to the City on or before June 01, 2014, and on or about the same date in subsequent years, its proposal for increased fees and all supporting data related thereto, and such proposed increases shall be approved in accordance with Paragraph 13.03 and 13.04, with a maximum annual rate increase as defined in Paragraph 13.05.

13.03 ANNUAL COST OF LIVING ADJUSTMENT – Beginning November 1, 2014, and in subsequent years thereafter, there shall be a cost of living adjustment of the base rates. The base rate for Commercial container service shall include collection, transport and disposal, billing, City and State fees, and related costs. The base rate for special collections shall include collection and transport costs. The annual cost of living adjustment shall be calculated by multiplying the base rate by a fraction, the denominator of which shall be the April 2013 Consumer Price Index for all Urban Consumers (CPI-U), all items, U.S. City Average, and the numerator of which shall be the CPI-U for all items, U.S. City Average for April 2014, and subsequent dates of adjustment.

13.04 DISPOSAL COSTS - The rate for Special Collection only shall be increased annually to reflect increases in landfill disposal costs, but shall not exceed the current Type IV rate paid by the City for disposal of Type IV trash. The unit cost for container collection is subject to a rate increased provided in Sections 13.03 and 13.05 only. The unit cost for Special Collection is subject to a rate increased

provided in this Section 13.04 and 13.05 only.

13.05 MAXIMUM ANNUAL RATE INCREASE - Regardless of the actual cost increase incurred by the Contractor in a given period, as defined in 13.03 and 13.04, the City shall never incur an increase greater than five percent (5%) of the prevailing base rate in any Contract year. Provided, however, any fees, in addition to current State fees, imposed on all Disposal Sites within a 25 mile radius of the City, by any local, state, federal or other regulatory agencies shall be passed to the City as they become effective. Such rate increase shall be in addition to and separate from any annual rate increase provided for in Paragraphs 13.03, 13.04 and 13.05.

13.06 APPROVAL OF RATE INCREASES - After receipt of the Contractor's proposal to increase rates as outlined in Paragraph 13.02, the City shall approve or disapprove of the proposed rate increase on or before August 1, 2014, and in subsequent years, provided that the City shall approve any rate increase that has been properly established under Section 13 of the Contract. Should the City fail to approve or disapprove of the proposed rate increase by such date, then the proposed increase shall take effect on November 1 of that Contract year. Should the Contractor and the City fail to agree on the proposed rate increase, the resolution shall be subject to Paragraph 17.00.

13.065 NOTIFICATION OF CUSTOMERS – Upon approval by the City, the Contractor is responsible for all notifications to current commercial customers of any proposed changes in service, rates, pickup hours and/or days or any other necessary and pertinent information.

13.07 CONTRACTOR MAY DISCONTINUE SERVICE - The Contractor may discontinue service to a Commercial or Industrial Unit that is more than thirty (30) days delinquent on their account with the Contractor. The Contractor shall provide notice to the Producer no sooner than fifteen (15) days after the date of the billing. The notification shall include a statement that service from the Contractor may be discontinued fifteen (15) days from the date of the notice if payment is not made before that time. In the event that the Contractor intends to discontinue a delinquent account, it shall notify the City at least seven (7) days prior to the Contractor discontinuing service of the account. Upon payment of the delinquent fees, the Contractor shall resume collection no later than the next regularly scheduled collection day.

The Contractor shall not discontinue service to any Commercial or Industrial Unit for any reason except for delinquent payment and then only upon notification to the customer as outlined above.

13.075 DEPOSITS, ACTIVATION FEES, REACTIVATION FEES – The Contractor may require a deposit equal to or less than the anticipated one (1) month billing but only when a Customer's credit history suggests a need or when some other unique circumstance dictates a need for a deposit. Deposits may only be required with the prior approval of the City. All funds deposited by the Customer shall be returned to the Customer upon the completion of the service to the Customer and upon the Contractor receipt of payment for all invoices.

The Contractor will not assess an activation fee of any kind with the initial request for service from a customer or with any Customer-requested change in service.

The Contractor may assess a reactivation fee of no more than Seventy Dollars (\$70) for each occurrence when a Customer's account was deactivated for reasons outlined in Section 13.07. The Contractor may not assess a reactivation fee on the

first occurrence of an account being deactivated and then reactivated by the Customer. However, the Contractor may assess a Seventy Dollar (\$70) maximum reactivation fee for each occurrence thereafter where a Customer voluntarily deactivates then reactivates an account.

13.08

CONTRACTOR PAYMENTS TO THE CITY - The Contractor shall pay the City, in consideration of the use of City streets and rights-of way for the performance of this Contract, eleven percent (11%) of the gross revenues of the Contractor for services provided in the City of La Porte, within ten (10) days following the end of each quarter. The City shall be entitled to payment for services rendered to Units regardless of the status of the Unit's account with the Contractor, subject to the provisions outlined in Paragraph 13.07. Any subsequent bad debt expense that arises from non-payment for services shall not be deducted from the eleven percent (11%) share of gross revenues. The Contractor's quarterly payment to the City shall include an itemized listing of each Commercial and Industrial Units' billing name, service address, account number, size and frequency of service and any extra service provided during the billing period. The Contractor's quarterly report submitted to the City will also include a log of all complaints related to the service provided by the Contractor on behalf of the City including the date and time that the call was received, the nature of the complaint, planned response to the complaint, and the date and time and manner that the complaint was resolved.

The 11% fee that is described in this paragraph will be paid to the City for those services that the Contractor is exclusively responsible to provide within the City. Those non-exclusive services that may or may not be provided by the Contractor such as roll-off dumpster service is not subject to the 11% fee.

The City reserves the right to audit, utilizing its staff or outside assistance, the annual financial activity of the Contractor under this Contract, not more than once during any 12-month period.

13.09

HOUSEHOLD HAZARDOUS WASTE EVENTS – The City will host an annual Household Hazardous Waste Collection Event with eligible materials accepted from residential customers (only). The Contractor will co-sponsor the event through a financial contribution as mutually agreed upon by the Contractor and the City with this Contract proposal. The annual financial contribution for this event is fixed for the term of the Contract and may only be adjusted with the mutual agreement of both the City and the Contractor. The City is responsible for all advertising, collection, disposal, providing labor as necessary for the event. The Contractor is indemnified by separate agreement with the City. At the Contractor's discretion, the Contractor's logo will appear with the City's logo, and other sponsors if applicable, in all related event advertisements, banners, etc. where the City's logo appears. The Contractor is under no obligation to provide staffing for the event but may do so at the Contractor's sole discretion.

14.00

TRANSFERABILITY OF CONTRACT AND SUBCONTRACTING - Other than by operation of law, no assignment of the Contract or any other right accruing under this Contract shall be made, in whole or in part, neither shall the Contractor subcontract any task under this Contract without the express written consent of the City. The City shall have the right to investigate the proposed assignee, as outlined under the original proposal, and reserves the right to reject any proposed assignee that does not meet the requirements of the original proposal. The City agrees to not unreasonably withhold consent to assignment. Upon assignment, the assignee agrees to assume all terms and conditions of the Contract.

- 15.00 EXCLUSIVE CONTRACT - The Contractor shall have the sole and exclusive franchise, license, privilege and right to provide collection and disposal of Refuse from Commercial and Industrial Units, and special collections, within the corporate limits of the City. The Contractor shall have the right to solicit for collection and disposal of Dead Animals and Hazardous Waste, but such right shall not be exclusive. Notwithstanding this provision, the City reserves the right to contract collection and disposal of storm-related debris resulting from hurricanes or other natural disasters.
- 16.00 OWNERSHIP - Title to all Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a Bin, or removed from the customer's premises. Title to Unacceptable Waste shall remain with the generator of that waste at all times.
- 17.00 ARBITRATION - Should a dispute arise regarding the interpretation of any provision of the Contract, except Paragraph 7.00, or any proposed rate increase under Paragraph 13.06, or monthly invoices under Paragraph 13.09 that cannot be resolved, within a reasonable amount of time, between the City and the Contractor, the parties may request the determination of such dispute by a mutually acceptable arbitrator. Should the parties be unable to agree upon a mutually acceptable arbitrator, each party shall nominate one arbitrator and the arbitrators so nominated by the parties shall select a third arbitrator who will act with them as a three-member arbitration panel to decide the disagreement between the parties by the concurrence of a majority of the panel. Cost for such arbitration shall be borne equally by Contractor and City, provided that each party shall bears its own attorney fees. The decision rendered by the arbitrator(s) will be final, subject only to judicial review as may be available under the Texas General Arbitration Act. Provided, however, that nothing in this paragraph shall prevent the parties from resolving disputes prior to formal arbitration.
- 18.00 RELATIONSHIP BETWEEN THE PARTIES - The relationship between the parties is that of the City, as Owner, and Independent Contractor.
- 19.00 MISCELLANEOUS
- 19.10 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 19.20 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 19.30 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



OPTION 1 PRICING

CITY OF LA PORTE

PROPOSED RATES FOR FRONT END SERVICE

(*INCLUDES 11% OF GROSS REVENUE PAYABLE TO CITY)

CONTAINER SIZE	PICK-UP PER WEEK	EST QTY CONTAINERS	UNIT PRICE PER CONTAINER	EXTENSION UNIT PRICE X EST QTY CONTAINERS
2CUYD	1	64	\$ 23.67	\$ 1,514.88
	2	4	\$ 45.54	\$ 182.16
	3	2	\$ 64.76	\$ 129.52
	4	0	\$ 83.96	\$ -
	5	0	\$ 104.89	\$ -
	6	0	\$ 138.40	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
3CUYD	1	46	\$ 35.43	\$ 1,629.78
	2	9	\$ 68.25	\$ 614.25
	3	3	\$ 97.04	\$ 291.12
	4	0	\$ 125.83	\$ -
	5	1	\$ 158.46	\$ 158.46
	6	0	\$ 188.70	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
4CUYD	1	64	\$ 46.93	\$ 3,003.52
	2	22	\$ 90.39	\$ 1,988.58
	3	9	\$ 128.69	\$ 1,158.21
	4	2	\$ 166.91	\$ 333.82
	5	1	\$ 208.59	\$ 208.59
	6	0	\$ 250.30	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
6CUYD	1	77	\$ 70.16	\$ 5,402.32
	2	30	\$ 135.31	\$ 4,059.30
	3	29	\$ 192.47	\$ 5,581.63
	4	3	\$ 249.67	\$ 749.01
	5	3	\$ 312.03	\$ 936.09
	6	0	\$ 374.43	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
8CUYD	1	66	\$ 93.47	\$ 6,169.02
	2	31	\$ 180.29	\$ 5,588.99
	3	37	\$ 257.00	\$ 9,509.00
	4	4	\$ 332.81	\$ 1,331.24
	5	12	\$ 416.01	\$ 4,992.12
	6	5	\$ 499.16	\$ 2,495.80
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
TOTAL PROPOSED MONTHLY AMOUNT (TOTAL OF ALL LINE ITEMS)				\$ 58,027.41
TOTAL PROPOSED MONTHLY AMOUNT X 12 MONTHS				\$ 696,328.92

SPECIAL COLLECTION

Special collection of construction debris, bulky items, and accumulated trash on an "as needed" basis to be determined by the City of La Porte.

RATES - PRICE PER YARD

Labor, transportation, and Equipment (Base Rate):	\$	12.00 /cuyd
Disposal Fees:	\$	6.00 /cuyd

Appendix C

RFP # 13509

Collection and Disposal of Commercial Containerized Solid Waste

CONTAINERS PROVIDED AT NO CHARGE TO CITY OF LA PORTE

LOCATION	QUANTITY	SIZE	FREQUENCY
Public Works Service Center	2	3	3
	3	4	3
	1	8	3
Fire Station # 1	1	2	1
Fire Station # 2	1	3	1
Fire Station # 3	1	3	1
Fire Station # 4	1	3	1
Animal Shelter	1	2	5
Police Station	1	3	3
	1	8	1
Municipal Court	1	8	1
Northside Civic Center	1	6	2
Evelyn Kennedy Civic Center	1	8	2
Library	1	4	1
Lomax Park	1	8	3
City Hall	1	4	2
Treatment Plant	3	3	2
E. M. S. Station	1	6	1
Little Cedar Bayou Park	2	8	3
Northwest Park	1	8	3
Seabreeze Park	1	3	2
Bay Forest Golf Course	1	8	3
Fitness Center (P&R complex)	1	8	3
Pecan Park	1	8	3
Courts Building			
SPECIAL EVENTS			
Sylvan Beach Day	4	8	Annual Event
Main Street Fair	3	4	Annual Event
Livestock Show & Rodeo	2	8	Annual Event

PERFORMANCE BOND

Bond #864905

RFP #13509

Collection and Disposal of Commercial Containerized Solid Waste

STATE OF TEXAS }

COUNTY OF HARRIS }

KNOW ALL PERSONS BY THESE PRESENTS:

That Waste Corporation of Texas, L.P.

Hereinafter called Principal, and
Evergreen National Indemnity Company

Hereinafter called Surety, are held and firmly bound unto the City of La Porte, hereinafter called Owner, in the full and just sum of

Six Hundred Ninety-Six Thousand, Three Hundred Twenty-Nine and 00/100 Dollars,

(\$696,329.00) good and lawful money of the United States of America for the payment of which well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, heir, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement dated 9/26/13, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the drawings, and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

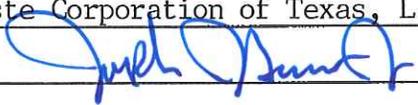
Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed there under, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed there-under.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27th day of September, 2013.

PRINCIPAL:

Waste Corporation of Texas, L.P.

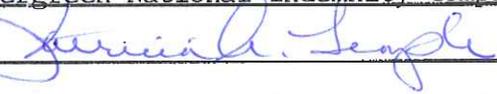
By: 

Title: Vice President

Address: 8515 Highway 6 South, Houston, TX 77083

SURETY:

Evergreen National Indemnity Company

By: 

Title: Patricia A. Temple, Attorney-In-Fact

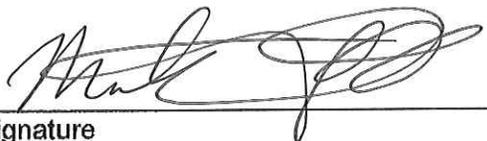
Address: 6140 Parkland Boulevard, Suite 321
Mayfield Heights, OH 44124-6106

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

1. Corporate principals to provide the following certificates:

CERTIFICATE AS TO CORPORATE PRINCIPAL

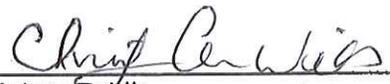
I, Michael A. Roy, (name) certify that I am secretary/vice president
(title) of Waste Corporation of Texas L.P., (company name) which is named as principal in the
within foregoing Bond, that Joseph J. Scavano, Jr., (name of person executing
bond) who signed the said Bond on behalf of the principal, was then
vice president (title of person executing bond) of said principal; that I know
his/her signature and that his/her signature is therefore genuine; and the Bond was duly signed,
sealed, and attested for and in behalf of said Corporation by authority of its governing body.

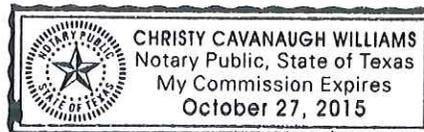

Signature

Michael A. Roy
Print Name

(Corporate Seal- required if a Corporation)

Subscribed and Sworn before me this 30th day of September, 2013.


Notary Public



2. Surety shall provide a current power of attorney.
3. Date of Bond and surety power-of-attorney must not be dated prior to date of Agreement.
4. Surety companies executing bonds must appear on the Treasury Departments' most current list (Circular 570 amended) and be authorized to transact business in the State of Texas.

EVERGREEN NATIONAL INDEMNITY COMPANY

**MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY**

POWER NO. 864905

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Six Hundred Ninety-Six Thousand, Three Hundred Twenty-Nine and 00/100 Dollars (\$696,329.00)**.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr, President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this.

Signed and sealed in Mayfield Heights, Ohio this 27th day of September, 2013.



Wan C. Collier
Wan C. Collier, Secretary

Texas Department of Insurance



Certificate No. 11142

Company No. 08-006062

Certificate of Authority

THIS IS TO CERTIFY THAT

EVERGREEN NATIONAL INDEMNITY COMPANY

COLUMBUS, OHIO

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Inland Marine; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Burglary & Theft; Boiler & Machinery and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.

IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

26th day of April A.D. 1996

ELTON BOMER
COMMISSIONER OF INSURANCE

BY Kathy A. Wilcox
Kathy A. Wilcox
Director
Insurer Services





Evergreen National Indemnity Company
Certificate
2012

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

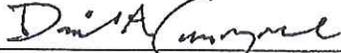
STATEMENT OF INCOME

Direct Written Premium	\$ 32,530,919
Reinsurance Assumed	4,240,538
Reinsurance Ceded	(24,873,948)
Net Written Premium	11,897,509
Change in Unearned	(229,566)
Net Earned Premium	11,667,943
Losses & LAE Incurred	(396,453)
Net Commission Expense	5,897,283
Other Expenses	3,246,773
Underwriting Gain/ (Loss)	2,920,340
Net Investment Income	922,857
Net Realized Capital Gains (Loss)	229,919
Other Income/ (Expense)	17,674
Income Before FIT	4,090,790
Federal Income Tax	1,291,129
Net Income	2,799,661

BALANCE SHEET

<u>Assets</u>	
Invested Assets	47,804,541
Agent's Balances (net of Reins.)	1,954,182
Reinsurance Recoverable	280,438
Other Assets	724,074
Total Assets	50,763,235
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,486,557
Loss & LAE Reserves	3,610,866
Ceded Reinsurance Payable	3,659,478
Other Liabilities	5,354,503
Total Liabilities	17,111,404
Surplus	33,651,831
Total Liabilities & Surplus	50,763,235

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2012.



David A. Canzone, Treasurer

Mick, David

From: Kenneth Ramzinski <kramziniski@wcamerica.com>
Sent: Monday, June 29, 2015 9:56 AM
To: Mick, David
Cc: Trevor Royal; Robin Gribble
Subject: RE: WCA Rate Increase Request
Attachments: CITY OF LA PORTE 2015 PI.pptx

David,

Attached are some slides that show why we are requesting this PI. See answers to your questions below in red:

Q1. I need confirmation **as soon as possible** that WCA's requested price increase, if authorized by city council, would be effective November 1, 2015 per contract terms, and not the August 1, 2015 date mentioned in Robin's letter. **November 1st is the requested date of the increase per the contract.**

Q2. Will WCA request a future increase in Year 4 or Year 5 over and above CPI-U? **Only if there are uncontrollable cost from 2015-2016 that dictate. I don't expect it to occur but cannot guarantee that it will not.**

Q3. **Answer in the attachment.**

Q4. **Answer in the attachment.**

Please let me know if you need anything else.

Respectfully,

Kenny

Kenny Ramzinski | District Manager | WCA Waste Corp. LLC - Houston North & East
24030 Tomball Parkway | Tomball, TX 77375 | Office : 281-789-1987 | Cell : 281-414-1262
✉: kramziniski@wcamerica.com



From: Mick, David [mailto:MickD@laportetx.gov]
Sent: Tuesday, June 09, 2015 1:01 PM
To: Kenneth Ramzinski
Subject: FW: WCA Rate Increase Request

Kenneth –

Thank you for taking my call this morning. Please see the follow up below. We discussed most of this.

Q1. I need confirmation **as soon as possible** that WCA's requested price increase, if authorized by city council, would be effective November 1, 2015 per contract terms, and not the August 1, 2015 date mentioned in Robin's letter.

WCA's request is for a 5% increase in Year 3 of a 5-year contract. The CPI-U April 15 to April 14 is reduced -0.2%. Q2. Will WCA request a future increase in Year 4 or Year 5 over and above CPI-U?

Q3. We need supporting documentation per the contract terms. Ideally, we will be able to see, for example, that your labor cost is approximately \$A, has increased B%, and represents C% of the cost of this service. Same for gas, equipment, other big ticket items.

Q4. Are there changes beyond WCA's control (insurance law, emission standards, gov't landfill fees, etc.) that have occurred since the proposal was submitted in 2013? Cost of those?

If this item is to be considered by City Council, it should be done no later than their July 20, 2015 meeting. Annual budget hearings are scheduled for the month of August. Staff reports will be due July 1 for the July 20 meeting. The supporting documentation must be submitted by June 26. The sooner the better.

I mentioned that we are pleased overall with the service that we have received from WCA to date. We are particularly happy with the service that we have received from David Ingram, Robin, and Maggie. Please thank them for their work on our behalf.

Sincerely,

David S. Mick
Public Works Director

City of La Porte
2963 N. 23rd Street
La Porte, Texas 77571
Ph: 281.471.9650
Fax: 281.470.5129

From: Robin Gribble [<mailto:rgribble@wcamerica.com>]

Sent: Friday, June 05, 2015 1:29 PM

To: Mick, David

Subject: RE: WCA

Hi David

I just wanted to let you know that my general manager Kenneth Ramzinski will be calling you on Monday. He will be able to go over the letter and the details of the price increase.

Thanks David

Have a good weekend.

Robin Gribble
Municipal Account Executive
WCA
Waste Corporation of Texas
832-523-8217



**Council Agenda Item
July 13, 2015**

9. (a) Receive report of the Drainage and Flooding Committee – Councilmember Clausen



Council Agenda Item July 13, 2015

10. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, July 16, 2015
- City Council Meeting, Monday, July 27, 2015

11. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers Leonard, Engelken, Earp, Clausen, Martin, Kaminski, Zemanek and Mayor Rigby

12. EXECUTIVE SESSION

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

Texas Government Code, Section 551.074 – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: City Manager Corby Alexander.

Texas Government Code, Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for development of residential dwellings in City northside.

Texas Government Code, Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for residential and commercial development near Bay Area Blvd.

Texas Government Code, Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for mixed use residential and commercial complex in City eastside.

Texas Government Code, Section 551.071(2) – Consultation with Attorney: Meet with City Attorney and City Manager to discuss effect of Obergefell vs. Hodges decision on City employment policies and procedures.

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

14. ADJOURN