

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Mayor Pro-Tem
Councilmember District 1



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
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 September 26, 2016, 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 Windell Gill, First Baptist Church.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Danny Earp.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Orange and White 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 meeting held on September 12, 2016 - P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance appointing a Presiding Judge and Alternate Judges for the La Porte Municipal Court of Record in the City of La Porte, Texas - Mayor Rigby
 - (c) Consider approval or other action authorizing the Mayor to execute an agreement between the La Porte-Bayshore Chamber of Commerce and the City of La Porte for general promotional, tourism advertising services and programs - C. Alexander
 - (d) Consider approval or other action authorizing the City Manager to execute a Routine Airport Maintenance Program (RAMP) grant agreement with Texas Department of Transportation Aviation Division - S. Valiante
 - (e) Consider approval or other action awarding Bid # 16021 for State Highway 146 Feeder Road Water Line Project - S. Valiante
 - (f) Consider approval or other action authorizing the Mayor to execute an agreement between Highway 321 Volunteer Fire Department and the City of La Porte for the transfer of fire engine scheduled to be rotated out of service - T. Leach

- (g) Consider approval or other action regarding an Ordinance amending Chapter 34, "Environment," of the Code of Ordinances of the City of La Porte, by amending Article II "Air Pollution," Division 2, "Smoking," relating to the prohibition of smoking and use of vaping products in certain public places within the city limits - R. Epting
- (h) Consider approval or other action regarding an Ordinance amending Chapter 50 "Parks and Recreation" of the Code of Ordinances of the City of La Porte by amending regulations pertaining to use of tobacco and vaping products at City parks - R. Epting

7. AUTHORIZATIONS/ ORDINANCES

- (a) Consider approval or other action regarding an Ordinance approving and adopting the City of La Porte Texas' Fiscal Year 2016-2017 Proposed Budget - M. Dolby (**This item was postponed at the September 12, 2016 City Council Meeting**)
- (b) Consider approval or other action regarding a Resolution adopting the 2016 Appraisal Roll of the Harris County Appraisal District - M. Dolby (**This item was postponed at the September 12, 2016 City Council Meeting**)
- (c) Consider approval or other action regarding an Ordinance establishing the tax rate for the current tax year (2016) for a total tax rate of \$0.71 per hundred dollar valuation - M. Dolby (**This item was postponed at the September 12, 2016 City Council Meeting**)
- (d) Consider approval or other action regarding an Ordinance repealing Ordinance No. 1583 and adopting an Ordinance establishing an Airport Advisory Board for the City of La Porte Municipal Airport - P. Fogarty
- (e) Consider approval or other action regarding an Ordinance terminating the contract with Perdue, Brandon, Fielder, Collins & Mott, LLP, for collection of delinquent municipal court fees and fines, and allowing court staff the opportunity to provide in-house collections - C. Haney
- (f) Hold hearing and consider approval or other action to revoke or suspend the existing massage business permit for Jing Day Spa located at 1309 Fairmont Parkway #0 and authorizing City Staff to nullify the accompanying zoning permit - T. Tietjens
- (g) Consider approval or other action regarding approval or denial of Altom Transport's exception request to the City of La Porte's current policy regarding use of industrial district water and sewer service - T. Tietjens

8. REPORTS

- (a) Receive report of the La Porte Development Corporation Board - Councilmember Engelken

9. ADMINISTRATIVE REPORTS

- City Council Meeting, Monday, October 10, 2016
- City Council Meeting, Monday, October 24, 2016

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

11. 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 September 26, 2016 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on September 20, 2016.

Patrice Fogarty



**Council Agenda Item
September 26, 2016**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Windell Gill, First Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Danny Earp.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Orange and White Day - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Office of the Mayor



Proclamation

WHEREAS, La Porte Independent School District is celebrating its 100th anniversary with a wide variety of activities **spotlighting the district's history of excellence in education**; and

WHEREAS, The minutes of the first Board of Trustees meeting on March 11, 1915, state that a special act had passed the Legislature and had been given effect on March 1, 1915, creating the La Porte Independent School District with the boundaries as set out in the act; that the act provided the town of La Porte be divested of the control of the public free schools within its limits and become a part of the said La Porte Independent School District; and that the trustees of the Independent District comprising the town of La Porte, which district was abolished by the creation of the new district, should until the expiration of the term for which they were elected hold the office of trustees and constitute the Board of Trustees of the said La Porte Independent School District; and

WHEREAS, **thousands of La Porte ISD students have attended the district's schools in the past century.** Schools in La Porte actually date back to 1893, when the children of settlers attended school in a vacant store at the corner of Main and Fourth Streets. Today, La Porte ISD serves over 7,700 students at 12 campuses in an area of 55 square **miles that includes the communities of La Porte, Shoreacres, Morgan's Point, and portions of Deer Park and Pasadena**; and

WHEREAS, The community's support of the **\$260 million bond issue in 2014 has helped La Porte ISD to prepare for** serving the needs of students to come in the next 100 years, providing for construction of two new facilities; a major rebuild of La Porte High School; major renovations at four campuses; \$57 million in technology, maintenance and transportation; and numerous elementary and district-wide improvements; and

WHEREAS, On Saturday, Oct. 1, which is Homecoming weekend, La Porte ISD will celebrate the 100th anniversary of the district with a Block Party at Bulldog Stadium, and all current and former students, staff members, parents and supporters are invited to attend; and

NOW, THEREFORE, I, Louis R. Rigby, Mayor, along with members of the La Porte City Council, encourage the entire community to show their school spirit by wearing the school colors, and do proudly proclaim Friday, September 30, 2016, as

“Orange and White Day”

IN WITNESS THEREOF, I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 26nd day of September, 2016.

CITY OF LA PORTE

Louis R. Rigby, Mayor



Council Agenda Item September 26, 2016

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 meeting held on September 12, 2016 - P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance appointing a Presiding Judge and Alternate Judges for the La Porte Municipal Court of Record in the City of La Porte, Texas - Mayor Rigby
 - (c) Consider approval or other action authorizing the Mayor to execute an agreement between the La Porte-Bayshore Chamber of Commerce and the City of La Porte for general promotional, tourism advertising services and programs - C. Alexander
 - (d) Consider approval or other action authorizing the City Manager to execute a Routine Airport Maintenance Program (RAMP) grant agreement with Texas Department of Transportation Aviation Division - S. Valiante
 - (e) Consider approval or other action awarding Bid # 16021 for State Highway 146 Feeder Road Water Line Project - S. Valiante
 - (f) Consider approval or other action authorizing the Mayor to execute an agreement between Highway 321 Volunteer Fire Department and the City of La Porte for the transfer of fire engine scheduled to be rotated out of service - T. Leach
 - (g) Consider approval or other action regarding an Ordinance amending Chapter 34, "Environment," of the Code of Ordinances of the City of La Porte, by amending Article II "Air Pollution," Division 2, "Smoking," relating to the prohibition of smoking and use of vaping products in certain public places within the city limits - R. Epting
 - (h) Consider approval or other action regarding an Ordinance amending Chapter 50 "Parks and Recreation" of the Code of Ordinances of the City of La Porte by amending regulations pertaining to use of tobacco and vaping products at City parks - R. Epting

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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE SEPTEMBER 12, 2016

The City Council of the City of La Porte met in a regular meeting on **Monday, September 12, 2016**, 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. Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Engelken, Earp, J. Martin, K. Martin, Zemanek, Clausen, Leonard, and Kaminski. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Brian Christen, La Porte Community Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Danny Earp.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Terry Rodery, with Altom Transportation spoke and provided Council with information for their request to use allotted water for tank washing.

Justin Surginer, 201 S. Virginia St., addressed Council with his concern of communities being united and individuals not being judged by their appearance; requested more sidewalks be built and informed his water meter has been replaced three times.

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 minutes of meeting held on August 22, 2016 – P. Fogarty
 - (b) Consider approval or other action authorizing the City Manager to execute a contract for Bid #16019 for Fairmont Parking Lot – R. Epting
 - (c) Consider approval or other action regarding an Ordinance amending Chapter 50 Parks and Recreation Appendix A – “Fees” of the Code of Ordinances of the City of La Porte by adjusting various green user fees – A. Osmond
 - (d) Consider approval or other action regarding an amendment to the Meet and Confer Agreement between the City of La Porte and the La Porte Police Officers’ Association to extend the term of the base agreement and existing amendments to September 30, 2017 – M. Hartleib

- (e) Consider approval or other action regarding an Ordinance establishing Chapter 86, "Development Regulations" Appendix – A "Fees" of the Code of Ordinances of the City of La Porte, by designating filing fees for plans; plats and waivers; amending Chapter 62 "Streets; Sidewalks and other Public Places" regarding right-of-way closures, and amending Chapter 62 Appendix – A "Fees" by revising right-of-way closing application fee; and amending Chapter 106 "Zoning" Appendix – "Fees", by revising fees for Zone Changes; SCUPS, Variances; Special Exceptions and Appeals of Enforcement Officer Decision; providing a repealing clause; containing a severability clause; finding compliance with the Open Meetings Law; and providing an effective date hereof.

Councilmember Engelken made a motion to approve the Consent Agenda items pursuant to staff recommendations. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3639**: AN ORDINANCE AMENDING CHAPTER 50 "PARKS AND RECREATION" APPENDIX – A "FEES" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY ADJUSTING VARIOUS GREEN USER FEES; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3640**: AN ORDINANCE ESTABLISHING CHAPTER 86, "DEVELOPMENT REGULATIONS" APPENDIX – A "FEES" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, BY DESIGNATING FILING FEES FOR PLANS; PLATS AND WAIVERS; AMENDING CHAPTER 62 "STREETS; SIDEWALKS AND OTHER PUBLIC PLACES" REGARDING RIGHT-OF-WAY CLOSURES, AND AMENDING CHAPTER 62 APPENDIX – A "FEES" BY REVISING RIGHT-OF-WAY CLOSING APPLICATION FEE; AND AMENDING CHAPTER 106 "ZONING" APPENDIX – "FEES", BY REVISING FEES FOR ZONE CHANGES; SCUPS, VARIANCES; SPECIAL EXCEPTIONS AND APPEALS OF ENFORCEMENT OFFICER DECISION; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

6. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding Juvenile Curfew Ordinance; and consider approval or other action regarding an Ordinance amending Chapter 42 "Miscellaneous Offenses" of the Code of Ordinances by revising Juvenile Curfew Regulations – K. Adcox

The public hearing was opened at 6:15 p.m.

Police Chief Ken Adcox presented a summary.

There being no comments, the public hearing closed at 6:19 p.m.

Councilmember Engelken made a motion to approve an Ordinance amending Chapter 42 "Miscellaneous Offenses" of the Code of Ordinances by revising Juvenile Curfew Regulations. Councilmember Clausen seconded. **MOTION PASSED 8/1.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3641**: AN ORDINANCE AMENDING CHAPTER 42 "MISCELLANEOUS OFFENSES" OF THE CODE OF ORDINANCES BY REVISING JUVENILE CURFEW REGULATIONS; PROVIDING FOR 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 FIVE HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.

- (b)** Public hearing to receive comments on Staff recommendation of condemnation of eighteen (18) dangerous/substandard structures; consider Ordinances for condemnation of dangerous/substandard structures located at 403 Arizona St.; 3313 Bayer St.; 129 Bayshore Dr.; 223 Bayside Dr.; 304 S. Blackwell St.; 2511 S. Broadway St.; 2823 S. Broadway St. #1; 3142 Fondren St.; 202 North Forrest Ave; 211 North Forrest Ave, 3142 Hamilton St.; 727 S. Kansas St.; 0 S. Lobit St.; 621 W. Main St.; 11810 N. P St.; 1608 Roscoe St.; and 902 S. Utah St. – M. Huber

The public hearing opened at 6:21 p.m.

Building Official Mark Huber presented a summary and recommendation by Staff for condemnation of eighteen (18) dangerous/substandard structures and provided an update on the properties. Mr. Huber requested 713 S. Lobit and 11810 N. P St., be removed from the condemnation list. In addition, Mr. Huber advised Staff has been contacted by property owners of 3313 Bayer St.; 223 Bayside Dr., 3142 Fondren St. and 1608 Roscoe to make corrections to their property.

Dennis Albright, 13410 Holly Park, Houston, spoke in regards to 223 Bayside Dr., and provided an update on the improved property and requested an additional 90 days for improvements.

Yantis Rand Nichols, 223 Bayside Dr., addressed Council and apologized for his property and requested an additional 90 days for improvements.

Randy Porter, 11810 N. P St., addressed Council and requested additional time to improve his property. Mayor Rigby informed Mr. Porter his property has been removed from the condemnation list.

Scott Greenlee, 440 Louisiana, addressed Council as the attorney representing his father's property at 621 W. Main, and requested the property be removed from the condemnation list.

Paul Larson, 200 N. 4th St., addressed Council and requested an additional year to improve the property at 621 W. Main.

Nancy Doize, 211 N. Forrest Ave., addressed Council and requested an additional 120 days to improve the property.

Phil Walters, 3142 Fondren St., addressed Council and requested an additional 60 days to remove items out of the building. Mr. Walters agreed the building does need to be condemned.

Phillip Hoot, 927 Seabreeze, addressed Council in regards to 304 S. Blackwell and advised he does not wish to see the property condemned.

Russell Harrison addressed Council regarding 304 S. Blackwell, requesting 180 days to improve the property and an additional 90 days for 202 N. Forrest for improvements.

Abe Castaneda and Brett Coe, 2823 S. Broadway, addressed Council regarding 2823 S. Broadway St. #1 and requested an additional 120 days to improve the property.

Michael Chadick, 129 Bayshore, addressed Council and requested an additional 180 days to improve the property.

Randall Sexton, 403 Arizona, addressed Council and requested an additional 120 days to remove items out of the building before the property is demolished.

Lucy Disisto, 3313 Bayer, addressed Council and requested an additional 90 days to improve the property.

Jerry Guest, 622 Nugent, addressed Council in regards to 0 Lobit and requested an additional 90 days to improve the property and requested assistance from City Staff on bringing the property back to code.

Paul Schaider, 1608 Roscoe, addressed Council and requested an additional 180 days to improve the property.

Lucky Kellner, 727 S. Kansas, addressed Council and requested an additional 90 days to improve the property.

Councilmember Clausen left the table at 7:51 p.m. and returned at 7:52 p.m.

Mayor Rigby stated 713 S. Lobit and 11810 N. P St. will be removed from the demolition list.

Mayor Rigby stated 2511 S. Broadway; 3142 Hamilton; and 902 S. Utah are to be demolished. He also stated:

Requests have been made for an additional 90 days on the following: 3142 Fondren; 202 N. Forrest; 3313 Bayer St.; 0 S. Lobit; and 727 S. Kansas.

Requests have been made for an additional 120 days on the following: 223 Bayside Dr.; 211 N. Forrest; 2823 S. Broadway; and 403 Arizona.

Requests have been made for an additional 180 days on the following: 304 S. Blackwell; 129 Bayshore Dr.; and 1608 Roscoe.

A request has been made for an additional one year on 621 W. Main.

Councilmember Martin stated he takes exception to allowing 120 days for 2823 S. Broadway because it is a dangerous structure. Councilmember Zemanek said we are showing a great deal of compassion for everyone asking for more time, and he doesn't have a problem with the 120 days.

Councilmember Leonard moved to grant the extensions; condemn for demolition 2511 S. Broadway, 3142 Hamilton, and 902 S. Utah; and to continue the public hearing at future council meetings. Councilmember Engelken seconded. **MOTION PASSED 8/1.**

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

For properties granted an additional 90 days, the public hearing will be continued on or about the December 12, 2016, Council meeting. For properties granted an additional 120 days, the public hearing will be continued on or about the January 9, 2017, Council meeting. For properties granted an additional 180 days, the public hearing will be continued on or about the March 13, 2017, Council meeting. For the property granted an additional year, the public hearing will be continued on or about the September 11, 2017, Council meeting.

Councilmember Zemanek made a motion to adopt an ordinance for condemnation and demolition of dangerous/substandard structures located at 2511 S. Broadway; 3142 Hamilton; and 902 S. Utah. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of three ordinances condemning properties located at the following addresses: 2511 S. Broadway (Ord. 3642); 3142 Hamilton (Ord. 3643) and 902 S. Utah (Ord. 3644).

AN ORDINANCE **(2016-3642)** DECLARING THE COMMERCIAL BUILDING LOCATED AT LOTS FIVE (5) AND SIX (6), BLOCK 1373, TOWN OF LA PORTE, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 2511 S. BROADWAY ST. TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT J.M. WELCH, MIKE AARSCOTT, AND JOANN WELCH ARE THE RECORD OWNERS OF SAID PROPERTY; ORDERING THE SAID OWNERS TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNERS TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING) BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

AN ORDINANCE **(2016-3643)** DECLARING THE BUILDINGS LOCATED AT LOT ELEVEN (11) THROUGH LOT FOURTEEN (14), BLOCK 19, BAYSIDE TERRACE, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 3142 HAMILTON ST. TO BE IN FACT A NUISANCE; SUCH BUILDINGS BEING ONE PRIMARY RESIDENTIAL DWELLING AND ONE ACCESSORY STORAGE FACILITY; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT THE ESTATE OF ROBERT LOUIS CARLISLE IS THE RECORD OWNER OF SAID PROPERTY; ORDERING THE SAID OWNER TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDINGS; ORDERING THE SAID OWNERS TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING) BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

AN ORDINANCE **(2016-3644)** DECLARING THE PRIMARY RESIDENTIAL DWELLING LOCATED AT WEST 20 FEET OF LOT THIRTY-EIGHT (38), LOT THIRTY-NINE (39), AND FORTY (40), BLOCK 17, BAYFRONT ADDITION TO LA PORTE, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 902 S. UTAH ST. TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT GARY JOE KOLAFA AND THE ESTATE OF HELEN ELIZABETH KOLAFA ARE THE RECORD OWNERS OF SAID PROPERTY; ORDERING THE SAID OWNERS TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNERS TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING) BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

Mayor Rigby recessed the meeting for a break at 8:02 p.m. and returned at 8:13 p.m.

- (c)** Public hearing to receive comments regarding the City of La Porte, Texas Fiscal Year 2016-2017 Proposed Budget – M. Dolby

The public hearing opened at 8:13 p.m.

Finance Director Michael Dolby presented a summary. Council wished to see an additional expenditure for fencing along Spencer, from Farrington to Myrtle Creek, on both sides of the street, and also fencing along Wharton Weems. City Manager Alexander will provide Council with costs and designs.

There being no public comments, the public hearing closed at 8:47 p.m.

- (d) Consider approval or other action regarding an Ordinance approving and adopting the City of La Porte Texas' Fiscal Year 2016-2017 Proposed Budget – M. Dolby

Councilmember Engelken made a motion to postpone approving and adopting the City of La Porte, Texas, Fiscal Year 2016-2017 Proposed Budget until the September 26, 2016, Council meeting. Councilmember Zemanek seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

7. AUTHORIZATIONS

- (a) Consider approval or other action regarding a Resolution adopting the 2016 Appraisal Roll of the Harris County Appraisal District – M. Dolby

Councilmember Engelken made a motion to postpone items 7(a) and 7(b) until the September 26, 2016, Council meeting. Councilmember K. Martin seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

- (b) Consider approval or other action regarding an Ordinance establishing the tax rate for the current tax year (2016) for a total tax rate of \$0.71 per hundred dollar valuation – M. Dolby

See action on 7(a), above.

- (c) Consider approval or other action regarding an Ordinance amending Chapter 70 "Traffic and Vehicles" of the Code of Ordinances by revising certain regulations related to establishment of school zones within the corporate limits of the City of La Porte – K. Adcox

Police Chief Ken Adcox presented a summary.

Councilmember Leonard made a motion to approve an Ordinance amending Chapter 70 "Traffic and Vehicles" of the Code of Ordinances by revising certain regulations related to establishment of school zones within the corporate limits of the City of La Porte and to add the school zone times in the signage. Councilmember Earp seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3645: AN ORDINANCE AMENDING CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES BY REVISING CERTAIN REGULATIONS RELATED TO ESTABLISHMENT 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 FINED IN A SUM NOT TO EXCEED TWO HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

- (d) Consider approval or other action regarding an Ordinance amending Chapter 74 "Utilities of the Code of Ordinances of the City of La Porte, Texas related to calculation of Development Fees for Development/Owner Funding of Utility Line Extensions – E. Ensey

City Planner Eric Ensey presented a summary.

Councilmember Earp made a motion to approve an Ordinance amending Chapter 74 "Utilities of the Code of Ordinances of the City of La Porte, Texas related to calculation of Development Fees for Development/Owner Funding of Utility Line Extensions. Councilmember Zemanek seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3646: AN ORDINANCE AMENDING CHAPTER 74 "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS, RELATED TO CALCULATION OF DEVELOPMENT FEES FOR DEVELOPER/OWNER FUNDING OF UTILITY LINE EXTENSIONS; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; 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**

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding evaluation of and review process for Request for Proposals for collection services of delinquent ad valorem taxes – Councilmembers Zemanek; Kaminski and J. Martin

Councilmember Zemanek presented a summary and commented he would like City Council to grade the evaluation and review processes.

Mayor Rigby stated council is supposed to set policy and staff is to come back with their recommendation. He asked Clark if it was against the Charter for Council to do this.

Councilmember Zemanek stated he doesn't feel Finance staff can be impartial because they don't want the change. Councilmember Kaminski stated we need a new set of eyes like the City does for auditors. Councilmember J. Martin stated that a councilmember assigned to the review committee would be a good compromise or have the Fiscal Affairs Committee be a part of it, that a rotation of 3-5 years would be a healthy thing.

Councilmember Earp asked for the grading criteria be specific and define how many points for each piece of criteria. He would like to see metrics on grading and define what is being evaluating.

Councilmember Clausen stated going out for RFQs is the right thing to do.

Councilmember Earp made a motion to reject the proposals and have Staff establish metrics for this proposal and bring them to Council for approval and then go out again for the RFQ. Contracts shall only be for three years with no extensions, and the company under contract at that time can rebid. Councilmember Zemanek seconded.

Councilmember Zemanek also commented the Finance Department can review the ones that we already have and let Council know if the bids are comparable, and Council can make a decision on the ones we have.

MOTION PASSED 5/4.

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

- (b) Discussion and possible action regarding appointments of various City of La Porte boards, committees and commissions – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Regarding the Building Codes Appeals Board – Consider appointment of Brian Moore (to replace Terry Bunch) to Position 2, to a three-year term expiring August 31, 2019, or until a successor has been appointed and qualified.

Regarding the La Porte Redevelopment Authority – consider ratifying Mayor Rigby's appointment of Barry Beasley to Position 2 (to replace Dave Turnquist), to a two-year term expiring August 31, 2018, or until a successor has been appointed and qualified.

Regarding the La Porte Reinvestment Zone Number One (TIRZ 1) – consider ratifying Mayor Rigby's appointment of Barry Beasley to Position 2 (to replace Dave Turnquist), to a two-year term expiring August 31, 2018, or until a successor has been appointed and qualified.

Councilmember Earp made a motion to approve these appointments. Councilmember Clausen seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

- (c) Discussion and possible action regarding casting of votes in election of candidates for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Councilmember Engelken made a motion to vote for Corby Alexander to Place 6; C.J. Wax to Place 7; no vote to Place 8; and Andres Garza to Place 9. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

- (d) Discussion and possible action regarding artwork for the Main Street elevated water tank – T. Leach

Assistant City Manager Traci Leach presented a summary. LPISD board members who were contacted stated they like concept Option No. 2.

Councilmember Engelken made a motion to go with Option No. 2, providing the fonts are the same. Councilmember Clausen seconded.

Additional discussion ensued. Staff will come back with the design and estimated total cost. Prior to the vote on the motion on the floor, there was additional discussion regarding the design company providing the design of exactly how it will look.

Councilmember Clausen called the question, discussion ended, and the motion on the floor went immediately to a vote.

MOTION PASSED UNANIMOUSLY 9/0.

- (e) Discussion and possible action regarding Altom Transport's request to utilize a portion of the water received under the terms of its Water Service Agreement for a proposed truck wash facility to be located at 4700 New West Drive, in the Bayport Industrial District – T. Tietjens

Councilmember Darrell Leonard was away from the table for this item regarding Altom Transport, and he filed a Conflict of Interest Disclosure form.

Planning and Development Director Tim Tietjens presented a summary and asked for Council's guidance for staff. Altom's Terry Rodery spoke, and so did Assistant Fire Chief Donald Ladd.

Councilmember Zemanek made a motion to postpone this item to the next council meeting, which is September 26, 2016, to give staff time to bring back facts and information discussed with the Fire Department. Councilmember Engelken seconded. **MOTION PASSED UNANIMOUSLY 8/0.**

After the vote on this item, Councilmember Leonard returned to the Council meeting.

9. ADMINISTRATIVE REPORTS

City Manager Corby Alexander thanked Council for their patience on such a large agenda, and will assist those citizens who requested help regarding the "dangerous building" item.

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

No comments from Councilmembers Clausen, K. Martin, Kaminski, Zemanek, Engelken and Earp.

Councilmember J. Martin said he hoped next meeting Altom won't have to sit through a four-hour meeting. Councilmember D. Leonard hoped the students attending learned something tonight. Mayor Rigby thanked Finance for their hard work on the budget, and thanked Tim Tietjens and staff for their work on dangerous buildings, and stated maybe timing would be better next time and not have the dangerous buildings on at the same time as the budget.

11. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 10:13 p.m. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Patrice Fogarty, City Secretary

Passed and approved on September 26, 2016.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 26, 2016 Appropriation
Requested By: Mayor Louis R. Rigby Source of Funds: _____
Department: City Council Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: N/A Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Ordinance

SUMMARY & RECOMMENDATIONS

Effective October 1, 2012 La Porte Municipal Court became a municipal court of record with a Presiding Judge and four Alternate Judges, serving terms of four years effective October 1, 2012 and expiring on September 30, 2016. The proposed Ordinance appoints Denise C. Mitrano as Presiding Judge and John M. Morgan, Dick H. Gregg III, Chris Gore and John C. Cardenas as Alternate Judges for a term beginning October 1, 2016 and expiring on September 30, 2020.

Action Required of Council:

Consider approval or other action of an ordinance appointing a Presiding Judge and four Alternate Judges.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2016-_____

AN ORDINANCE APPOINTING A PRESIDING JUDGE AND ALTERNATE JUDGES FOR THE MUNICIPAL COURT OF RECORD IN THE CITY OF LA PORTE, TEXAS, FOR A TERM OF FOUR YEARS, EFFECTIVE OCTOBER 1, 2016, AND EXPIRING SEPTEMBER 30, 2020, CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. The City Council of the City of La Porte, Texas, hereby appoints Denise C. Mitrano as the Presiding Judge of the Municipal Court of Record in the City of La Porte, Texas.

Section 2. The City Council of the City of La Porte, Texas, hereby appoints John M. Morgan as Alternate Judge of the Municipal Court of Record in the City of La Porte, Texas.

Section 3. The City Council of the City of La Porte, Texas, hereby appoints Dick H. Gregg III as Alternate Judge of the Municipal Court of Record in the City of La Porte, Texas.

Section 4. The City Council of the City of La Porte, Texas, hereby appoints Chris Gore as Alternate Judge of the Municipal Court of Record in the City of La Porte, Texas.

Section 5. The City Council of the City of La Porte, Texas, hereby appoints John C. Cardenas as Alternate Judge of the Municipal Court of Record in the City of La Porte, Texas.

Section 6. Each of the above appointees shall serve for a term of four (4) years, effective October 1, 2016, and expiring on September 30, 2020, and shall receive compensation as may be fixed by City Council.

Section 7. If any section, sentence, phrase, clause or any part of any section, sentence, phrase or clause of this ordinance shall, for any reasons, be held invalid, such invalidity shall not

affect the remaining portions of this ordinance, and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase or clause, or part thereof, may be declared invalid.

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

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

Section 10: This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED this the 26th day of September, 2016.

CITY OF LA PORTE, TEXAS

By: _____

Louis R. Rigby, Mayor

3

ATTEST:

By: _____

Patrice Fogarty, City Secretary

APPROVED:

By: 

Clark T. Askins, Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>September 26, 2016</u>	<u>Appropriation</u>
Requested By:	<u>Corby D. Alexander</u>	Source of Funds: <u>Hotel Fund</u>
Department:	<u>Administration</u>	Account Number: <u>N/A</u>
Report: <input type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$125,000.00</u>
Other: <input checked="" type="radio"/>	<u></u>	Amount Requested: <u>\$125,000.00</u>
		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

- 1. Current agreement (include amendment)**
- 2. Proposed Chamber Agreement**

SUMMARY & RECOMMENDATIONS

The City of La Porte has an agreement with the La Porte-Bayshore Chamber of Commerce for general promotional and tourist advertising of the City of La Porte and conducting solicitation and operating programs and conducting special programs to contract conventions and visitors, including the establishment and operation by Chamber of a convention and visitors bureau.

The new agreement is almost identical to the expiring agreement with the exception of the following notable change:

- Section V outlines that payment be made in a single transaction instead of being distributed in quarterly payments. This amended language will assist both parties in administering the agreement.

The term of the new agreement is for three years and will expire on September 30, 2019.

Action Required of Council:

Consider approval or other action authorizing the Mayor to execute an agreement with the La Porte-Bayshore Chamber of Commerce for general promotional and tourist advertising of the City of La Porte and conducting solicitation and operating programs and conducting special programs to contract conventions and visitors, including the establishment and operation by Chamber of a convention and visitors bureau.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

This agreement made and entered into effective the 1st day of October 2011, by and between the City of La Porte, a municipal corporation, hereinafter called "City", and The La Porte — Bayshore Chamber of Commerce, a non-profit corporation chartered under the Laws of the State of Texas, hereinafter called "Chamber,"

WITNESSETH:

WHEREAS, City, as authorized by Texas Tax Code Chapter 351, has an ordinance providing for the assessment and collection of a Hotel Occupancy tax in the City of La Porte of seven percent (7%) of the consideration paid by the occupant of a room, space or facility in any hotel/motel; and

WHEREAS, the Chamber is equipped to advertise and conduct solicitation programs to acquaint potential users with public meeting and convention facilities and to promote tourism and advertise the City of La Porte; and

WHEREAS, it is to the mutual benefit of the City and Chamber that the City provide funds to the Chamber for the above stated purposes and that the Chamber use such funds for the above stated purposes;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, City and Chamber hereby agree as follows:

SECTION I.

Chamber shall employ its best efforts for general promotional and tourist advertising of the City of La Porte and conducting solicitation and operating programs and conducting special programs to contract conventions and visitors, including the establishment and operation by Chamber of a convention and visitors bureau.

SECTION II.

As a consideration for the services set forth in Section 1 hereof, and as part of its obligation under Chapter 351 of the Texas Tax Code to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, City agrees to pay to Chamber an amount not to exceed \$70,000.00 from funds received by City from its Hotel Occupancy Tax, in any City fiscal year (being October 1 to September 30 of the following calendar year) during the term of this agreement, according to the payment schedule established in Section

V, herein. However, if in any year during the term of this contract (beginning with the 2011-2012 fiscal year) the Chamber's Sylvan Beach Festival fundraiser should yield more than \$50,000.00 in net proceeds, Chamber agrees to remit to City fifty percent (50%) of each dollar raised in excess of said \$50,000.00 threshold. In the event a remittance is made to the City such funds shall be deposited into City's hotel occupancy tax fund.

The City's obligation to forward payment as established herein is subject to its right to terminate this agreement at any point during City's fiscal year with 30 days advance written notice, as authorized in Section XIII of this agreement.

SECTION III.

The term of this contract is for three (3) years, beginning on October 1, 2011 and expiring on September 30, 2014. No less than ninety (90) days prior to the expiration of the initial 3-year term of this agreement, the City and Chamber may renegotiate the cap level as established in Section II. Any increase in the base contribution will be based on the annual performance report and the annual budget submittal by the Chamber and shall be approved by City Council.

SECTION IV.

In the event 30 days advance written notice of termination is not received by the other party to this agreement at least ninety (90) days prior to the contract conclusion date at the expiration of the initial three (3) year term, this agreement shall be extended on the same terms and conditions for one additional two (2) year term.

SECTION V.

The City shall, on or before the 45th day following the end of each quarter, pay \$17,500.00 or 1/4 of \$70,000.00 to the Chamber. The quarters will end on the 31st day of March, the 30th day of June, the 30th day of September and the 31st day of December of each year. For purposes of this agreement, City shall make the first quarterly payment on or before the 45th day following the quarter ending on September 30, 2011.

SECTION VI.

Chamber agrees that any and all Hotel Occupancy Tax funds paid to it by City shall be used only in the following specific areas:

- (1) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- (2) Advertising and conducting solicitations and promotional programs to attract

tourists and convention delegates or registrants to the municipality or its vicinity;

Or

- (3) Advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to City by publishing and distributing brochures and community information packets, by advertising in various tourists publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development of benefit to the local area and to City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and City. Chamber further agrees that it will seek to achieve economic benefit for City through all such activities, that it will provide tourist-related information about City upon request, and that it will serve as an advisory body to City, upon request, in matters related to expanding the tourist-derived economy.

SECTION VII.

The Chamber agrees that it will record expenditures involved in this program on a monthly basis in separate accounts. The books of account will be maintained in a form approved by the City of La Porte. The Chamber agrees to forward a quarterly report to the City on expenditures involving the use of City funds. Chamber further agrees that the report will be forwarded on or before the 30th day following the end of the quarter.

SECTION VIII.

The Chamber agrees, yearly, to prepare an annual budget on the use of Hotel Occupancy Tax funds received from the City of La Porte and to submit it to the La Porte City Council for approval. The budget submitted to City Council will coincide with the City's fiscal year. For the year of this agreement, the Chamber agrees to submit its budget for the 2011-2012 fiscal year to City Council on or before October 1, 2011. For all future years, Chamber agrees to submit its budget on or before July 5th of each year. Any special program promoted by the Chamber of Commerce should be included in the annual budget and reporting submitted by the Chamber.

SECTION IX.

Thirty (30) days after September 30, at the end of every City fiscal year included under the terms of this agreement, the Chamber will furnish to City a performance report of its work under this contract, which shall reflect overall activity, meetings, conventions and conferences conducted, identity, and amount of advertising conducted, copies of literature produced as well as a description of direct mailings in the last year, and the expenditures during the year of the funds received pursuant to this contract.

SECTION X.

The City reserves the right to audit, utilizing its staff or outside assistance, the annual financial activity of the Chamber that relates to the use of funds from City's Hotel Occupancy Tax. It is understood and agreed by City and Chamber that Hotel Occupancy Tax funds may be spent by Chamber for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the promotion of tourism. The position of the total administrative costs for which Hotel Occupancy Tax revenues are expended may not exceed the actual administrative costs for these activities.

SECTION XI.

It is understood and agreed that Chamber shall not in any sense be considered a partner or joint ventures with City, nor shall Chamber be considered nor in any manner hold itself out as an agent or official representative of City. Chamber shall be considered an independent contractor for the purposes of this agreement and shall in no manner incur any expenses or liability on behalf of City.

SECTION XII.

Chamber does further agree to hold City harmless from any and all claims by third parties for any injuries, damage or liability occasioned by Chamber in connection with this agreement.

SECTION XIII.

It is understood and agreed that this contract shall be terminated upon occurrence of any of the following events:

- a. The giving of 30 days advance written notice of termination by either party to the other party, if received by the non-terminating party at least ninety (90) days prior to the date of conclusion of this contract at the end of either the initial term or the two (2) year renewal term;
- b. The termination of the corporate existence of Chamber;
- c. The insolvency of Chamber, the filing of a petition in bankruptcy, either by or against Chamber, or an assignment by Chamber for the benefit of creditors;
- d. The breach by Chamber of any of the terms and conditions of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by City to Chamber of such breach;

SECTION XIV.

In the event of the termination of this agreement as provided in Section XIII hereof, the City shall pro-rate, to the date of termination, the quarterly payments made in Section V.

SECTION XV.

This contract is not assignable.

SECTION XVI.

Any notice required to be given under the terms and provisions of this agreement shall be effective if and when given in writing and deposited in the United States Mail, certified or registered mail, return receipt requested, on the date so deposited and addressed to the respective parties as follows:

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

President
La Porte - Bayshore Chamber of Commerce
PO Box 996
La Porte, Texas 77572-0996

SECTION XVII.

All the terms, condition and stipulations of this contract are subject to all applicable federal laws, and Charter of the City of La Porte, all ordinances passed pursuant thereto and all judicial determinations relative thereto.



AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF LA PORTE
AND THE LA PORTE-BAYSHORE CHAMBER OF COMMERCE

That contract dated October 1, 2011, between the City of La Porte, Texas and La Porte-Bayshore Chamber of Commerce, for general promotional and tourist advertising of the City of La Porte and conducting solicitation and operating programs and conducting special programs to contract conventions and visitors, including the establishment and operation by Chamber of a convention and visitors bureau, is hereby amended as follows:

- 1) Section II shall hereinafter read, "As a consideration for the services set forth in Section 1 hereof, and as part of its obligation under Chapter 351 of the Texas Tax Code to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, City agrees to pay to Chamber an amount not to exceed \$125,000.00 from funds received by City from its Hotel Occupancy Tax, in any City fiscal year (being October 1 to September 30 of the following calendar year) during the term of this agreement, according to the payment schedule established in Section V herein. However, if in any year during the term of this contract (beginning with the 2011-2012 fiscal year) the Chamber's Sylvan Beach Festival Fundraiser should yield more than \$50,000.00 in net proceeds, Chamber agrees to remit to City fifty percent (50%) of each dollar raised in excess of said \$50,000.00 threshold. In the event a remittance is made to the City such funds shall be deposited into City's hotel occupancy tax fund. The City's obligation to forward payment as established herein is subject to its right to terminate this agreement at any point during City's fiscal year with 30 days advance written notice, as authorized in Section XIII of this agreement."

- 2) Section V shall hereinafter read, "The City shall, on or before the 45th day following the end of each quarter, pay \$31,250.00, or ¼ of \$125,000.00, to the Chamber. The quarters will end on the 31st day of March, the 30th day of June, the 30th day of September and the 31st day of December. For purposes of this agreement, the City shall make the first quarterly payment on or before the 45th day following the quarter ending on September 30, 2011."

It is understood and agreed to by the parties that the existing agreement, which is attached hereto as Exhibit A and incorporated by reference for all purposes, shall remain in full force and effect and is amended only as provided by this document.

Effective this the 9th day of December, 2013.

THE STATE OF TEXAS

COUNTY OF HARRIS

This agreement made and entered into effective the 1st day of October 2016, by and between the City of La Porte, a municipal corporation, hereinafter called "City ", and The La Porte Bayshore Chamber of Commerce, a non-profit corporation chartered under the Laws of the State of Texas, hereinafter called "Chamber,"

WITNESSETH:

WHEREAS, City, as authorized by Texas Tax Code Chapter 351, has an ordinance providing for the assessment and collection of a Hotel Occupancy tax in the City of La Porte of seven percent (7%) of the consideration paid by the occupant of a room, space or facility in any hotel/motel; and

WHEREAS, the Chamber is equipped to advertise and conduct solicitation programs to acquaint potential users with public meeting and convention facilities and to promote tourism and advertise the City of La Porte; and

WHEREAS, it is to the mutual benefit of the City and Chamber that the City provide funds to the Chamber for the above stated purposes and that the Chamber use such funds for the above stated purposes;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, City and Chamber hereby agree as follows:

SECTION I.

Chamber shall employ its best efforts for general promotional and tourist advertising of the City of La Porte and conducting solicitation and operating programs and conducting special programs to agreement conventions and visitors, including the establishment and operation by Chamber of a convention and visitors bureau.

SECTION II.

As a consideration for the services set forth in Section 1 hereof, and as part of its obligation under Chapter 351 of the Texas Tax Code to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, City agrees to pay to Chamber an amount not to exceed \$125,000.00 from funds received by City from its Hotel Occupancy Tax, in any City fiscal year (being October 1 to September 30 of the following calendar year) during the term of this agreement, according to the payment schedule established in Section V, herein. However, if in any year during the term of this agreement (beginning with the 2016- 2017 fiscal

year) the Chamber's Sylvan Beach Festival fundraiser should yield more than \$50,000.00 in net proceeds, Chamber agrees to remit to City fifty percent (50%) of each dollar raised in excess of said \$50,000.00 threshold. In the event a remittance is made to the City such funds shall be deposited into City's hotel occupancy tax fund.

The City's obligation to forward payment as established herein is subject to its right to terminate this agreement at any point during City's fiscal year with 30 days advance written notice, as authorized in Section XIII of this agreement.

SECTION III.

The term of this agreement is for three (3) years, beginning on October 1, 2016 and expiring on September 30, 2019. No less than ninety (90) days prior to the expiration of the initial 3- year term of this agreement, the City and Chamber may renegotiate the cap level as established in Section II. Any increase in the base contribution will be based on the annual performance report and the annual budget submittal by the Chamber and shall be approved by City Council.

SECTION IV.

In the event 30 days advance written notice of termination is not received by the other party to this agreement at least ninety (90) days prior to the agreement conclusion date at the expiration of the initial three (3) year term, this agreement shall be extended on the same terms and conditions for one additional two (2) year term.

SECTION V.

The City shall, on or before the 45th day following the end of the first quarter of the fiscal year, pay \$125,000. For purposes of this agreement, City shall make only one payment per year for the full annual amount on or before the 45th day following the quarter ending on September 30, 2016.

SECTION VI.

Chamber agrees that any and all Hotel Occupancy Tax funds paid to it by City shall be used only in the following specific areas:

1. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
2. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
3. Advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to City by publishing and distributing brochures and community information packets, by advertising in various tourists publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development of benefit to the local area and to City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and City. Chamber further agrees that it will seek to achieve economic benefit for City through all such activities, that it will provide tourist - related information about City upon request, and that it will serve as an advisory body to City, upon request, in matters related to expanding the tourist-derived economy.

SECTION VII.

The Chamber agrees that it will record expenditures involved in this program on a monthly basis in separate accounts. The books of account will be maintained in a form approved by the City of La Porte. The Chamber agrees to forward a quarterly report to the City on expenditures involving the use of City funds. Chamber further agrees that the report will be forwarded on or before the 30th day following the end of the quarter.

SECTION VIII.

The Chamber agrees, yearly, to prepare an annual budget on the use of Hotel Occupancy Tax funds received from the City of La Porte and to submit it to the La Porte City Council for approval. The budget submitted to City Council will coincide with the City's fiscal year. For the year of this agreement, the Chamber agrees to submit its budget for the 2016 -2017 fiscal year to City Council on or before October 1, 2016. For all future years, Chamber agrees to submit its budget on or before July 5th of each year. Any special program promoted by the Chamber of Commerce should be included in the annual budget and reporting submitted by the Chamber.

SECTION IX.

Thirty (30) days after September 30, at the end of every City fiscal year included under the terms of this agreement, the Chamber will furnish to City a performance report of its work under this agreement; which shall reflect overall activity, meetings, conventions and conferences conducted, identity, and amount of advertising conducted, copies of literature produced as well as a description of direct mailings in the last year, and the expenditures during the year of the funds received pursuant to this agreement.

SECTION X.

The City reserves the right to audit, utilizing its staff or outside assistance, the annual financial activity of the Chamber that relates to the use of funds from City's Hotel Occupancy Tax. It is understood and agreed by City and Chamber that Hotel Occupancy Tax funds may be spent by

Chamber for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the promotion of tourism. The position of the total administrative costs for which Hotel Occupancy Tax revenues are expended may not exceed the actual administrative costs for these activities.

SECTION XI.

It is understood and agreed that Chamber shall not in any sense be considered a partner or joint ventures with City, nor shall Chamber be considered nor in any manner hold itself out as an agent or official representative of City. Chamber shall be considered an independent contractor for the purposes of this agreement and shall in no manner incur any expenses or liability on behalf of City.

SECTION XII.

Chamber does further agree to hold City harmless from any and all claims by third parties for any injuries, damage or liability occasioned by Chamber in connection with this agreement.

SECTION XIII.

It is understood and agreed that this agreement shall be terminated upon occurrence of any of the following events:

1. The giving of 30 days advance written notice of termination by either party to the other party, if received by the non-terminating party at least ninety (90) days prior to the date of conclusion of this agreement at the end of either the initial term or the two (2) year renewal term;
2. The termination of the corporate existence of Chamber;
3. The insolvency of Chamber, the filing of a petition in bankruptcy, either by or against Chamber, or an assignment by Chamber for the benefit of creditors;
4. The breach by Chamber of any of the terms and conditions of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by City to Chamber of such breach.

SECTION XIV.

In the event of the termination of this agreement as provided in Section XIII hereof, the City shall pro-rate, to the date of termination, the annual payment made in Section V.

SECTION XV.

This agreement is not assignable.

SECTION XVI.

Any notice required to be given under the terms and provisions of this agreement shall be effective if and when given in writing and deposited in the United States Mail, certified or registered mail, return receipt requested, on the date so deposited and addressed to the respective parties as follows:

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

President
La Porte - Bayshore Chamber of Commerce
PO Box 996
La Porte, Texas 77572-0996

SECTION XVII.

All the terms, condition and stipulations of this agreement are subject to all applicable federal laws, and Charter of the City of La Porte, all ordinances passed pursuant thereto and all judicial determinations relative thereto.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	September 26, 2016	Appropriation	
Requested By:	Sharon Valiante	Source of Funds:	Airport
Department:	Public Works	Account Number:	010.7077
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted:	\$45,000.00
Other: <input type="radio"/>		Amount Requested:	\$22,500.00
		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

1. Scope of Services

SUMMARY & RECOMMENDATIONS

The Texas Department of Transportation (TXDOT) Aviation Division has a reimbursable matching grant fund, Routine Airport Maintenance Program (RAMP), available to assist Municipalities in performing airport maintenance. TXDOT participation is 50 percent (%) of the project or \$50,000, whichever is less, per fiscal year and subject to availability of the state appropriations. For FY 17, staff are recommending a \$45,000 budget consideration (TXDOT \$22,500 / City \$22,500).

For General Maintenance as needed, Sponsor (ie- the City) may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aid, lighting utility infrastructure, fencing, herbicide/application, professional services for environmental compliance, approved project design. Special Projects will be determined and added by amendment.

Staff recommends authorizing the RAMP grant agreement with TXDOT Aviation Division.

Benefits:

The Proposed state and local funding will provide for materials and contractor cost for routine maintenance of the publicly owned airport facilities.

Liabilities:

Like previous airport grant agreements, the agreement contract language includes a provision that the city agrees to maintain the facility as a public airport for a minimum of 20 years.

Operating Costs:

Reduced local cost. TXDOT will fund 50% of the cost of materials for maintenance provided by city and 50% of the cost maintenance tasks performed by outside contractors.

Action Required of Council:

Authorize City Manager to execute the grant agreement with the TXDOT Aviation Division for reimbursable matching grant funding for "General Maintenance"

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M1712LPRT

Part I - Identification of the Project

TO: The City of La Porte, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of La Porte, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the La Porte Municipal Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2017, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
- 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
 - 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of La Porte, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of La Porte, Texas
Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of La Porte, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT Project ID: M1712LPRT**

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$45,000.00	\$22,500.00	\$22,500.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$45,000.00	\$22,500.00	\$22,500.00

Accepted by: The City of La Porte, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1712LPRT

The City of La Porte does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of La Porte, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of La Porte will comply with all
(Designated Representative)
requirements of the State of Texas Single Audit Act if the City of La Porte spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of La Porte will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1712LPRT

The City of La Porte designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of La Porte, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>September 26, 2016</u>	<u>Appropriation</u>
Requested By:	<u>Sharon Valiante</u>	Source of Funds: <u>003 Utilities CIP</u>
Department:	<u>Administration</u>	Account Number: <u>003.7085.533.1100</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$165,000.00</u>
Other: <input type="radio"/>		Amount Requested: <u>\$86,968.00</u>
		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

1. Bid Tabulation
2. Vendor Access Report
3. Project Location
4. Bid Form

SUMMARY & RECOMMENDATIONS

The water main extension along the 146 southbound feeder is identified in the fiscal year 2016 CIP budget for design and construction. The waterline extension runs parallel with the south bound feeder crossing under Little Cedar Bayou on the west side of Highway 146. The project scope is to install approximately 530 LF of 8" PVC waterline with appurtenances. The 8" PVC waterline will be installed utilizing horizontal directional drilling in lieu of open cut. The method of construction is the best option for the project in order to eliminate exposure to the environmental conditions that exist within the project boundaries. The waterline extension will provide a looped system, additional fire protection, and improved water quality.

Bid 16021 was advertised in the Bay Area Observer on July 21st, and 28th, posted on Public Purchase and the City's website. The access report is attached. Bid 16021 SH 146 Feeder Water Line Project was opened and read on August 9, 2016, two bids were received. Low bid is Armadillo Construction at \$78,968.00.

City staff contacted references provided by Armadillo construction and verified timely and successful completion of past projects. Past projects include a 130', 14" steel casing crossing a State Highway in the town of Pantego (near Arlington), Texas, 640' directional drill of a 6" and a 12" waterline in Bellville, Texas, and installation of 130 LF of 18" steel pipe in Galena Park, Texas.

Staff Recommends award of Bid 16021 to Armadillo Construction for \$78,968 and a contingency of \$8,000.00.

Benefits:

There will be increased fire protection and improved water quality eliminating dead end waterlines.

Liabilities:

None

Operating Costs:

None

Action Required of Council:

Consider approval or other action to award Bid 16021 to Armadillo Construction for construction of the SH 146 Feeder Water Line Project and authorize the City manager to enter into a construction contract in the amount of \$78,968.00 and a \$8,000.00 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

BID TABULATION
BID 16021-SH 146 FEEDER WATER LINE PROJECT

Bid Opening: August 9, 2016			Armadillo Underground Utilities		Cherokee Directional Drilling, Inc.	
Base Bid Items	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended
1. Mobilization	1	LS	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00
2. Traffic Control and Regulation	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
3. SWPP Controls-Silt Fence	673	LF	\$1.00	\$673.00	\$3.00	\$2,019.00
4. Trench Safety Systems	45	LF	\$1.00	\$45.00	\$4.50	\$202.50
5. Horizontal Directional Drill (HDD)-8" PVC Water Line, Complete-in-Place	530	LF	\$125.00	\$66,250.00	\$114.00	\$60,420.00
6. Wet Connection-8" PVC	2	EA	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00
7. Sodding	100	SY	\$10.00	\$1,000.00	\$10.00	\$1,000.00
TOTAL BASE BID			\$78,968.00		\$85,141.50	

Access Report

Agency

City of La Porte (TX)

Bid Number

16021

Bid Title

SH 146 Feeder Water Line Project

Vendor Name	Accessed First Time	Documents
Onvia	2016-07-21 01:19 PM CDT	Bid 16021 SH 146 Water Line Plans Fina.pdfBid 16021 SH 146 Feeder W
BidClerk	2016-07-22 10:41 AM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdfBid 16021 SH 146 '
Polston Applied Technologies CA-TX	2016-07-27 12:51 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
Project Search, Inc.	2016-07-21 06:09 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
Paragon Partners Ltd	2016-07-22 08:48 AM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdfBid 16021 SH 146 '
Perkens WS Corporation	2016-07-25 11:36 AM CDT	Bid 16021 SH 146 Water Line Plans Fina.pdfBid 16021 SH 146 Feeder W
Cherokee Directional Drilling, Inc.	2016-07-28 10:06 AM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdfBid 16021 SH 146 '
Horseshoe Construction, Inc	2016-07-21 06:02 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
Webtech	2016-07-26 01:15 AM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
IMS	2016-07-22 09:59 AM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
North America Procurement Council	2016-07-22 08:13 AM CDT	Bid 16021 SH 146 Water Line Plans Fina.pdfBid 16021 SH 146 Feeder W
CHEMTEX LABORATORY	2016-08-01 09:41 AM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
Paskey Incorporated	2016-07-21 12:48 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
The Blue Book Building & Constructio	2016-07-22 12:00 AM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdfBid 16021 SH 146 '
Grand Cayon Minority Contractors As	2016-07-22 03:25 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdfBid 16021 SH 146 '
Acme Inc	2016-07-25 12:48 AM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
GW Phillips Concrete Construction, I	2016-07-27 03:32 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
Strata Underground LLC.	2016-08-03 07:14 AM CDT	Bid 16021 SH 146 Water Line Plans Fina.pdfBid 16021 SH 146 Feeder W
R. L. Utilities	2016-07-22 04:00 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdfBid 16021 SH 146 '
Hearn Company	2016-07-21 02:02 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdfBid 16021 SH 146 '
Construction Software Technologies	2016-07-22 04:42 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdf
Boyer, Inc.	2016-07-21 01:24 PM CDT	Bid 16021 SH 146 Feeder Water Line Project Final.pdfBid 16021 SH 146 '

Water Line Project Final.pdf
Water Line Plans Fina.pdf

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Water Line Plans Fina.pdf



BID FORM
BID 16021- SH 146 Feeder Water Line ProjectDATE: 8/8/16

Bid of Armadillo Underground Utilities LLC an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of 4 partners under LLC, for Construction of SH 146 Feeder Water line for the City of La Porte, Harris County, Texas.

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

TOTAL BASE BID \$ 78,968.⁰⁰Written seventy-eight thousand nine hundred sixty-eight dollars

It is agreed that the contract price may be increased or decreased to cover work added or deleted by order of the Engineer, in accordance with the provisions of the General Conditions of Agreement.

The award may be made on the Base Bid alone or the Base Bid and any or all of the Items listed under Alternates or Substitutions, if any.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for sixty (60) days following date of bid opening.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

It is understood that the Owner reserves the right to reject any and all bids.

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final

Date 8/8/16

Signed *William Wells*

By General Partner
(Title)

Company Armadillo Underground Utilities LLC.

11450 Hirsch Road
(Address)

281-221-0465
(Telephone Number)

Billwells59@icloud.com
(Email Address)

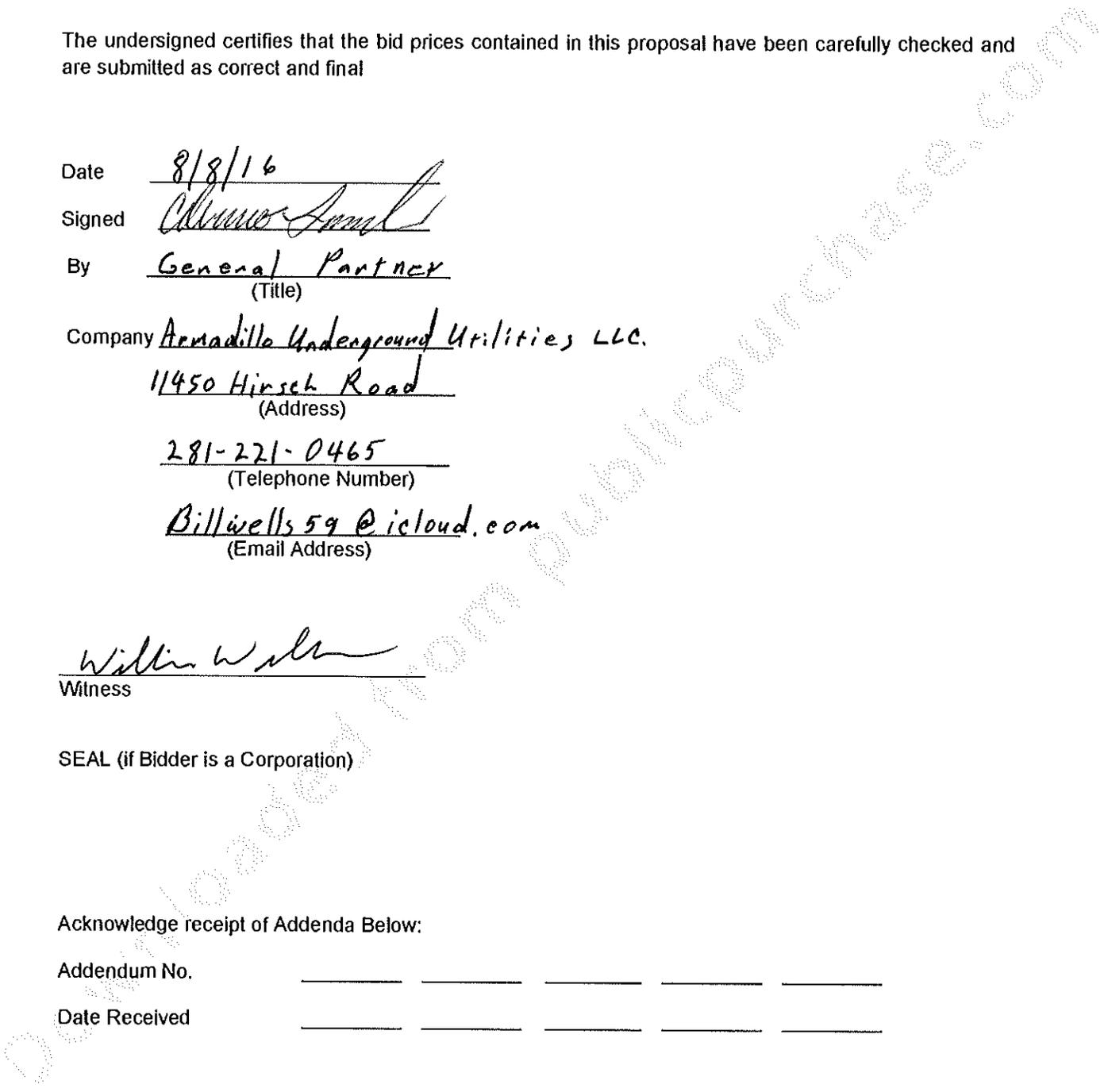
William Wells
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. _____

Date Received _____



City of La Porte
 SH 146 FEEDER WATER LINE PROJECT

BASE BID UNIT ITEMS

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	\$4,000.00	\$4,000.00
2	Traffic Control and Regulation	LS	1	\$2,000.00	\$2,000.00
3	SWPPP Controls - Silt Fence	LF	673	\$1.00	\$673.00
4	Trench Safety Systems	LF	45	\$1.00	\$45.00
5	Horizontal Directional Drill (HDD) -8" PVC Water Line, Complete-In-Place	LF	530	\$125.00	\$66,250.00
6	Wet Connection - 8" PVC	EA	2	\$2,500.00	\$5,000.00
7	Sodding (For site restoration)	SY	100	\$10.00	\$1,000.00

Total BID PRICE: \$78,968.00

**CITY OF LA PORTE
RESPONDENT AFFIDAVIT**

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: Armadillo Underground Utilities LLC.

Address: 11450 Hirsch Rd Houston Tex, 77016

Printed Name: William Wells

Authorized Signature: *William Wells*

Date: 8/8/16

**CITY OF LA PORTE
CERTIFICATION OF RESPONDENT**

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

WW The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

_____ The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

(Initial one of the above)

Business Name: Armadillo Underground Utilities LLC

Address: 11450 Hirsch Road
Houston, Texas 77016

Printed Name: William Wells

Authorized Signature: William Wells

Date: 8/8/16

CITY OF LA PORTE
PROTECTION OF RESIDENT WORKERS COMPLIANCE

The City of La Porte, Texas actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Business Name: Armadillo Underground Utilities LLC.
Address: 11450 Hirsch Road
Houston, Texas 77016
Printed Name: William Wells
Authorized Signature: William Wells
Date: 8/8/16

CITY OF LA PORTE
INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of La Porte, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by or working as an independent contractor for Contractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of La Porte, its Council members, officers, agents and employees and herein provided.

Business Name: Agmadillo Underground Utilities LLC.
Address: 11450 Hirsch Road
Houston, Texas 77016
Printed Name: William Wells
Authorized Signature: William Wells
Date: 8/8/16

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Armadillo Underground Utilities, LLC.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 William Wells
Signature of vendor doing business with the governmental entity

8/8/16
Date

BID BOND

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SURETY'S NO. 71814214

KNOW ALL MEN BY THESE PRESENTS, THAT Armadillo Underground
Utilities LLC

(hereinafter called the Principal), as Principal and WESTERN SURETY COMPANY

(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal corporation of Harris County, Texas (hereinafter called Oblige) in the amount of 5% of Amount Bid Dollars (\$), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Oblige for Bid No. 16021 S.H. 146 Feeder Water Line Project
City of La Porte

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before this Bid Bond is returned or before official rejection of such Bid; or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, and other required contract documents, the Oblige, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 9th
day of August, 20 16

Armadillo Underground Utilities LLC

WESTERN SURETY COMPANY

Principal/Contractor

Surety

By:

[Signature]

By:

[Signature]

Address: 11450 Hirsch Rd.
Houston, TX 77016

Address: 333 S. Wabash Ave., 41st Floor
Chicago, IL 60604



NOTE: Attach Power of Attorney

Downloaded from www.audible.com

Please go to www.audible.com to make sure you have the latest information and any addendums released.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71814214

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jay A. Harris

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Armadillo Underground Utilities LLC

Obligee: City of La Porte

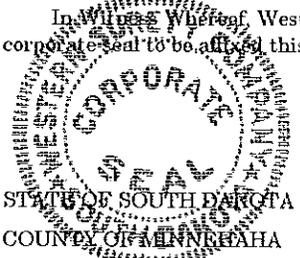
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 9, 2016, but until such time shall be irrevocable and in full force and effect.

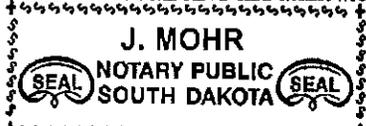
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 9th day of August, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 9th day of August, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of August, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 26, 2016 Appropriation
Requested By: Traci Leach Source of Funds: _____
Department: Administration Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Proposed Agreement

SUMMARY & RECOMMENDATIONS

In January 2016, the Fire Department received a new fire truck, and that truck was officially placed into service in February 2016. With the new truck in service, the department now has a truck that will be rotated out of the City's fleet. This truck will need quite a bit of engine work, as well as work to ensure that the pumps pass certification, which it currently would not. Estimated value of the truck is between \$3,000 and \$5,000.

HWY 321 Volunteer Fire Department (VFD), just north of Dayton, has expressed interest in the truck that is being rotated out of the City fleet. HWY 321 VFD operates in a rural area with very limited resources and is in dire need of a safer and more dependable apparatus for their volunteers to utilize in emergency response. HWY 321 serves an area of 52 square miles and over 2,500 families, as well as mutual aiding Kenefick, Dayton, and Tarkington areas.

The City and HWY 321 VFD have maintained a dialogue about the possibility of conveying the retired truck to HWY 321 VFD for use in emergency response for that region. The attached agreement provides for the title transfer of the fire engine to HWY 321 VFD for response purposes and is structured similarly to the one previously used to convey "retired" apparatus to San Jacinto College. HWY 321 VFD commits to use the engine exclusively for emergency response purposes for a period of 5 years and assumes all responsibility for the engine, including maintenance and repair. After the 5 year period has been satisfied, HWY 321 VFD may dispose of the truck as it sees fit.

Action Required of Council:

Consider approval or other action authorizing the Mayor to execute an agreement between HWY 321 VFD and the City of La Porte for the transfer of a fire engine.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

INTERLOCAL AGREEMENT

BETWEEN HIGHWAY 321 VOLUNTEER FIRE DEPARTMENT

AND CITY OF LA PORTE, TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into this ___ day of _____, 2016, between HIGHWAY 321 VOLUNTEER FIRE DEPARTMENT, a volunteer fire department formed under the laws of the State of Texas (hereinafter "HWY 321 VFD"), and located in Dayton, Liberty County, Texas 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.

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 a certain Fire Engine which has outlived its useful life but is still of value of use; and

WHEREAS, HWY 321 VFD operates in a rural area with limited funding, which will utilize the Fire Engine in the emergency response for its residents; 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. "Fire Engine" shall mean that certain motor vehicle, Serial No. 1K9AF42845N058283, a 1995 KME FIRE FOX originally purchased by the City of La Porte, Texas. A Fire Engine apparatus is a critical resource to possess in any basic emergency response operation.
- B. "Parties" means CITY and HWY 321 VFD.
- C. "Response" is that certain emergency incident response operated by HWY 321 VFD on a daily basis.

II.
PURPOSE

The purpose of this Agreement is to provide for the transfer of a certain Fire Engine to the HWY 321 VFD for the specific purpose of use in Response run by HWY 321.

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 and title to the Fire Engine to HWY 321 VFD.
- B. HWY 321 VFD agrees to take the Fire Engine 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. HWY 321 VFD agrees that the Fire Engine for a period of five (5) years shall only be used for Response and if HWY 321 VFD fails to do so then the Fire Engine will be transferred back to CITY. If the failure of HWY 321 VFD to use the Fire Engine in Response for five (5) years is because of the inability of the Fire Engine to function, due to no intentional act of HWY 321 VFD, then this provision shall not apply.
- D. HWY 321 VFD agrees that after transfer it will take all rights and responsibilities of ownership, including all future maintenance and repairs of the Fire Engine.
- E. HWY 321 VFD shall have the right to dispose of the Fire Engine in any lawful manner if the requirement of Section III(C) above has been met or if the Fire Engine becomes unusable for Response due to no intentional act of HWY 321 VFD.

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 _____, 2016.

HIGHWAY 321 VOLUNTEER FIRE DEPARTMENT

By: Bret Pierce
Fire Chief

ATTEST:

Secretary

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 34 “ENVIRONMENT” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, BY AMENDING ARTICLE II “AIR POLLUTION,” DIVISION 2. “SMOKING,” RELATING TO THE PROHIBITION OF SMOKING IN CERTAIN PUBLIC PLACES WITHIN THE CITY LIMITS; 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 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 34, “Environment,” Article II. “Air Pollution,” Division 2. “Smoking,” of the Code of Ordinances, La Porte, Texas, is hereby amended in its entirety and shall hereinafter read as follows:

“DIVISION 2. SMOKING

Sec. 34-51. - Definitions.

The following words, terms and phrases, whenever used in this division, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates a different meaning:

Bar means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and derives at least 60 percent of annual gross revenues from the sale of alcoholic beverages for on premise consumption, including, but not limited to, any tavern, nightclub, cocktail lounge, or cabaret.

Bingo hall means an establishment or facility licensed by the State of Texas for the purpose of conducting bingo games.

Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including any retail establishment where goods or services are sold and any professional corporation or other entity where legal, medical, dental, engineering, architectural, or other professional services are delivered.

Electronic vaping device means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides, or is manufactured or intended to provide, a vapor of liquid nicotine and/or other substances mixed with propylene glycol and/or other substances delivered or deliverable to the user that he/she can inhale in simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic hookahs, e-hookahs or under any other product name or design.

Electronic vaping liquid also known as "e-juice" and "e-liquid" shall mean any liquid product composed of propylene glycol or other carrier solvent and may contain nicotine and/or any other substance and manufactured for the use with electronic vaping devices.

Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his services for a non-profit entity or provides such services on a contract basis.

Employer means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individuals.

Enclosed, when used in reference to an area or a building or portion thereof, means closed in on all sides from floor to ceiling by solid walls, with or without windows and exclusive of doorways.

Health care facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, any hospital, rehabilitation hospital or other clinic, including any weight control clinic, nursing home, home for the aging or chronically ill, laboratory, or the office of any surgeon, chiropractor, physical therapist, physician, dentist, or specialist within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within a health care facility.

Meeting facility means a building designed, operated and used primarily for private functions.

Physical barrier means a barrier that will form an effective membrane continuous from outside wall to outside wall, from a smoke barrier to a smoke barrier, from floor to floor, or roof above, or a combination thereof, including continuity through all concealed spaces, such as above suspended ceilings, interstitial structural and mechanical spaces. Transfer grilles, louvers and similar openings shall not be used in these partitions. Self-closing, tight-fitting doors are permitted in such barriers.

Place of employment means an enclosed area under the control of a public or private employer where employees work or to which employees have access during the course of employment including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

Private club means a fraternal, social or religious organization that promotes its services to its owners, members and guests and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

Private function means a gathering of individuals for the purpose of deliberation, education, instruction, entertainment, amusement, or dining, where specific invitation is a prerequisite to entry and where the event is not intended to be open to the public.

Public place means an enclosed area to which the public is invited or in which the public is permitted, including, but not limited to:

- (1) Aquariums, galleries, libraries, and museums;
- (2) Areas available to and customarily used by the general public in businesses;
- (3) Bars;
- (4) Bingo facilities;
- (5) Child care and adult day care facilities;
- (6) Convention facilities;
- (7) Educational facilities, both public and private;
- (8) Elevators;
- (9) Gaming facilities;
- (10) Governmental facilities, including buildings and vehicles;
- (11) Health care facilities;
- (12) Hotels and motels;
- (13) Lobbies, hallways, and other common areas in apartment buildings, condominiums, retirement facilities, nursing homes, and other multiple-unit residential facilities;

- (14) Polling places;
- (15) Pool and billiard halls;
- (16) Public transportation facilities, including buses and taxicabs, and ticket, boarding, and waiting areas of public transit depots;
- (17) Restaurants;
- (18) Restrooms, lobbies, reception areas, hallways, and other common-use areas;
- (19) Retail establishments;
- (20) Service lines;
- (21) Shopping malls;
- (22) Sports arenas; and
- (23) Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.

A private residence is not a "public place" unless used as a child care, adult day care, or health care facility.

Restaurant means food service establishment, including but not limited to, any coffee shop, cafeteria, sandwich stand, and private and public school cafeteria, that gives or offers for sale food to the public, guests, or employees, as well as any kitchen or catering facility in which food is prepared on the premises for serving elsewhere. The term "restaurant" may include a bar area within the restaurant.

Retail tobacco store means any retail establishment utilized primarily for the sale of tobacco products and smoking accessories in which the sale of other products, including food and beverages, does not exceed 40 percent of annual gross revenues.

Retail electronic vaping store means a retail store utilized primarily for the sale of electronic vaping devices, accessories, and/or electronic vaping liquid or any other article or product that is for use in an electronic vaping device and in which the sale of other products is merely incidental.

Service line means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

Shopping mall means an enclosed public walkway or hall area that serves to connect customer entrances to two or more retail or other businesses and is used for customer pedestrian traffic.

~~*Smoking* means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted tobacco product in any manner or in any form.~~

Smoking or smoke means inhaling, exhaling, burning, possessing or carrying any tobacco product including but not limited to a lighted cigar, cigarette, pipe, weed, plant or combustible substance in any manner or in any form and/or vaping or the use of any electronic vaping device.

Sports arena means any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller and ice rink, bowling alley, pool hall or other similar place where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

Substantial means 50 percent or more.

Tobacco bar means a bar in which the on-site sales or rentals of tobacco products and smoking accessories for consumption or use on the premises exceeds 20 percent of annual gross revenues and into which entry is restricted to individuals 18 years of age and above.

Tobacco product means a cigarette; a cigar; smoking tobacco, including granulated, plug-cut, crimp-cut, ready rubbed and any form of tobacco suitable for smoking in a pipe or as a cigarette; chewing tobacco, including plug, scrap, and any kind of tobacco suitable for chewing, snuff or other preparations of pulverized tobacco; nicotine product, or dissolvable nicotine;

Vaping means inhaling or exhaling vapors of electronic vaping liquid from an electronic vaping device.

Sec. 34-52. - Prohibition of smoking in enclosed public places.

Smoking shall be prohibited in all enclosed public places within the city, except as provided in section 34-57 of this Code.

Sec. 34-53. - Prohibition of smoking in places of employment.

(a) Smoking shall be prohibited in all enclosed areas within places of employment, except as provided in section 34-57 of this Code.

(b) An employer shall communicate this prohibition to all prospective employees upon their application for employment.

Sec. 34-54. - Prohibition of smoking in seating areas at outdoor events.

Smoking shall be prohibited in the seating areas and covered concourses of all outdoor sports arenas, stadiums, and amphitheaters, as well as in bleachers and grandstands for use by spectators at sporting and other public events.

Sec. 34-55. - Prohibition of smoking in covered public transportation facilities.

Smoking shall be prohibited in any covered public transportation facilities, including ticket, boarding, and waiting areas of public transit depots.

Sec. 34-56. - Reasonable distance.

Smoking is prohibited within 25 feet outside entrances, exits, or wheelchair ramps serving any entrance or exit, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas. This section shall not apply to restaurant and bar outdoor seating areas.

Sec. 34-57. - Where smoking is not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of sections 34-52 and 34-53 of this Code:

- (1) Private residences, except when used as a child care, adult day care, or health care facility.
- (2) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than 35 percent of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous, and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this article. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms. Signs shall be placed on the doors of each smoking room and on each no smoking room showing the designation of each room. Signs shall be in accordance with section 34-59, Posting of signs.
- (3) Retail tobacco stores and retail electronic vaping stores provided that smoke from these establishments does not infiltrate into areas where smoking is prohibited under the provisions of this division.

- (4) Tobacco bars in operation on or before May 1, 2013 provided that the establishment clearly and conspicuously post a sign(s) at each entrance, in English, stating "SMOKING PERMITTED" in letters that shall have a height of not less than one inch.
- (5) Private functions and/or private clubs (not otherwise open to the general public) for the sole benefit of and in facilities owned or operated by a non-profit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code.
- (6) Stage areas of enclosed theaters, if smoking is an integral part of a theatrical performance.
- (7) Bars, where the serving of alcoholic beverages for consumption by guests on the premises derives at least 60 percent of annual gross revenues from the sale of alcoholic beverages for on premise consumption, including, but not limited to, any tavern, nightclub, cocktail lounge, or cabaret; and
 - a. Entry is limited to anyone who is at least 21 years of age;
 - b. The establishment is sealed such that smoke from the establishment cannot infiltrate into areas where smoking is prohibited under the provisions of this division;
 - c. A sign must be clearly and conspicuously posted at each entrance in English stating "SMOKING PERMITTED" in letters that shall have a height of not less than one inch.

Sec. 34-58. - Declaration of establishment as nonsmoking.

Notwithstanding any other provision of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of subsection (a) of section 34-59 of this Code is posted.

Sec. 34-59. - Posting of signs.

- (a) The owner, operator, manager, or other person in control of a public place or place of employment shall clearly and conspicuously post "No Smoking" signs in English (and, if desired, any other language such person may choose) or the international 'No Smoking' symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) in every public place and place of employment where smoking is prohibited by this division.
- (b) The owner, operator, manager, or other person in control of a public place or place of employment shall conspicuously post at every public entrance thereto a sign clearly stating that smoking is prohibited therein. Such signs shall conform to the requirements set out in paragraph (a) of this section. Distance requirement language for smoking near entrances shall be included on the signage and in accordance with section 34-56, Reasonable distance.
- (c) The owner, operator, manager, or other person in control shall remove all ashtrays from any area where smoking is prohibited by this division.

Sec. 34-60. - Enforcement.

- (a) Any authority having jurisdiction to enforce city ordinances shall have authority to enforce the provisions of this division.

(b) Any citizen who desires to register a complaint under this article may initiate enforcement by contacting the fire marshal's office or by contacting the police department.

(c) The fire marshal or their designee shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this division.

(d) The fire marshal or their designee, after proper identification, shall be permitted to enter any public place and place of employment at any reasonable time, for the purpose of making inspections and examining applicable records of the establishment to determine compliance with this division.

Sec. 34-61. - Rules and regulations.

The fire marshal or their designee is authorized to promulgate rules and regulations for the enforcement of this division.

Sec. 34-62. - Violations and penalties.

(a) A person commits an offense if he is smoking in an area where smoking is prohibited by the provisions of this division.

(b) It shall be the duty of every person in control of an area where smoking is prohibited by the provisions of this division to request any person known to be smoking in such area to extinguish the burning tobacco product or **electronic vaping device**. Any knowing or intentional failure to maintain compliance with such duty shall constitute an offense.

(c) Whenever in this division an act is prohibited or is made or declared to be unlawful or an offense or misdemeanor, or whenever in this division the doing of anything or act is required or the failure to do anything or act is prohibited, the violation of the provision shall be and constitute a misdemeanor punishable, upon conviction, by a fine in an amount established by the city and listed in Appendix B of this Code. Each violation shall constitute and be punishable as a separate offense. Prosecution or conviction under this provision is cumulative of and shall never be a bar to any other civil or administrative remedy provided or allowed in this division or by law.

(d) Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined in this division, during the prosecution of such offenses in any criminal proceeding.

Sec. 34-63. - Other applicable laws.

This division shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Sec. 34-64. - Reserved.”

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3: Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. 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 5. 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 6. 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 passage of this ordinance.

PASSED AND APPROVED this the _____ day of _____, 2016.

CITY OF LA PORTE, TEXAS

By: _____

Louis R. Rigby, Mayor

ATTEST:

City Secretary

APPROVED:

Assistant City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 34 "ENVIRONMENT" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, BY AMENDING ARTICLE II "AIR POLLUTION," DIVISION 2. "SMOKING," RELATING TO THE PROHIBITION OF SMOKING IN CERTAIN PUBLIC PLACES WITHIN THE CITY LIMITS; 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 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 34, "Environment," Article II. "Air Pollution," Division 2. "Smoking," of the Code of Ordinances, La Porte, Texas, is hereby amended in its entirety and shall hereinafter read as follows:

"DIVISION 2. SMOKING

Sec. 34-51. - Definitions.

The following words, terms and phrases, whenever used in this division, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates a different meaning:

Bar means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and derives at least 60 percent of annual gross revenues from the sale of alcoholic beverages for on premise consumption, including, but not limited to, any tavern, nightclub, cocktail lounge, or cabaret.

Bingo hall means an establishment or facility licensed by the State of Texas for the purpose of conducting bingo games.

Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including any retail establishment where goods or services are sold and any professional corporation or other entity where legal, medical, dental, engineering, architectural, or other professional services are delivered.

Electronic vaping device means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides, or is manufactured or intended to provide, a vapor of liquid nicotine and/or other substances mixed with propylene glycol and/or other substances delivered or deliverable to the user that he/she can inhale in simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic hookahs, e-hookahs or under any other product name or design.

Electronic vaping liquid also known as "e-juice" and "e-liquid" shall mean any liquid product composed of propylene glycol or other carrier solvent and may contain nicotine and/or any other substance and manufactured for the use with electronic vaping devices.

Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his services for a non-profit entity or provides such services on a contract basis.

Employer means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individuals.

Enclosed, when used in reference to an area or a building or portion thereof, means closed in on all sides from floor to ceiling by solid walls, with or without windows and exclusive of doorways.

Health care facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, any hospital, rehabilitation hospital or other clinic, including any weight control clinic, nursing home, home for the aging or chronically ill, laboratory, or the office of any surgeon, chiropractor, physical therapist, physician, dentist, or specialist within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within a health care facility.

Meeting facility means a building designed, operated and used primarily for private functions.

Physical barrier means a barrier that will form an effective membrane continuous from outside wall to outside wall, from a smoke barrier to a smoke barrier, from floor to floor, or roof above, or a combination thereof, including continuity through all concealed spaces, such as above suspended ceilings, interstitial structural and mechanical spaces. Transfer grilles, louvers and similar openings shall not be used in these partitions. Self-closing, tight-fitting doors are permitted in such barriers.

Place of employment means an enclosed area under the control of a public or private employer where employees work or to which employees have access during the course of employment including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

Private club means a fraternal, social or religious organization that promotes its services to its owners, members and guests and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

Private function means a gathering of individuals for the purpose of deliberation, education, instruction, entertainment, amusement, or dining, where specific invitation is a prerequisite to entry and where the event is not intended to be open to the public.

Public place means an enclosed area to which the public is invited or in which the public is permitted, including, but not limited to:

- (1) Aquariums, galleries, libraries, and museums;
- (2) Areas available to and customarily used by the general public in businesses;
- (3) Bars;
- (4) Bingo facilities;
- (5) Child care and adult day care facilities;
- (6) Convention facilities;

- (7) Educational facilities, both public and private;
- (8) Elevators;
- (9) Gaming facilities;
- (10) Governmental facilities, including buildings and vehicles;
- (11) Health care facilities;
- (12) Hotels and motels;
- (13) Lobbies, hallways, and other common areas in apartment buildings, condominiums, retirement facilities, nursing homes, and other multiple-unit residential facilities;
- (14) Polling places;
- (15) Pool and billiard halls;
- (16) Public transportation facilities, including buses and taxicabs, and ticket, boarding, and waiting areas of public transit depots;
- (17) Restaurants;
- (18) Restrooms, lobbies, reception areas, hallways, and other common-use areas;
- (19) Retail establishments;
- (20) Service lines;
- (21) Shopping malls;
- (22) Sports arenas; and
- (23) Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.

A private residence is not a "public place" unless used as a child care, adult day care, or health care facility.

Restaurant means food service establishment, including but not limited to, any coffee shop, cafeteria, sandwich stand, and private and public school cafeteria, that gives or offers for sale food to the public, guests, or employees, as well as any kitchen or catering facility in which food is prepared on the premises for serving elsewhere. The term "restaurant" may include a bar area within the restaurant.

Retail tobacco store means any retail establishment utilized primarily for the sale of tobacco products and smoking accessories in which the sale of other products, including food and beverages, does not exceed 40 percent of annual gross revenues.

Retail electronic vaping store means a retail store utilized primarily for the sale of electronic vaping devices, accessories, and/or electronic vaping liquid or any other article or product that is for use in an electronic vaping device and in which the sale of other products is merely incidental.

Service line means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

Shopping mall means an enclosed public walkway or hall area that serves to connect customer entrances to two or more retail or other businesses and is used for customer pedestrian traffic.

Smoking or smoke means inhaling, exhaling, burning, possessing or carrying any tobacco product including but not limited to a lighted cigar, cigarette, pipe, weed, plant or combustible substance in any manner or in any form and/or vaping or the use of any electronic vaping device.

Sports arena means any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller and ice rink, bowling alley, pool hall or other similar place where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

Substantial means 50 percent or more.

Tobacco bar means a bar in which the on-site sales or rentals of tobacco products and smoking accessories for consumption or use on the premises exceeds 20 percent of annual gross revenues and into which entry is restricted to individuals 18 years of age and above.

Tobacco product means a cigarette; a cigar; smoking tobacco, including granulated, plug-cut, crimp-cut, ready rubbed and any form of tobacco suitable for smoking in a pipe or as a cigarette; chewing tobacco, including plug, scrap, and any kind of tobacco suitable for chewing, snuff or other preparations of pulverized tobacco; nicotine product, or dissolvable nicotine;

Vaping means inhaling or exhaling vapors of electronic vaping liquid from an electronic vaping device.

Sec. 34-52. - Prohibition of smoking in enclosed public places.

Smoking shall be prohibited in all enclosed public places within the city, except as provided in section 34-57 of this Code.

Sec. 34-53. - Prohibition of smoking in places of employment.

(a) Smoking shall be prohibited in all enclosed areas within places of employment, except as provided in section 34-57 of this Code.

(b) An employer shall communicate this prohibition to all prospective employees upon their application for employment.

Sec. 34-54. - Prohibition of smoking in seating areas at outdoor events.

Smoking shall be prohibited in the seating areas and covered concourses of all outdoor sports arenas, stadiums, and amphitheaters, as well as in bleachers and grandstands for use by spectators at sporting and other public events.

Sec. 34-55. - Prohibition of smoking in covered public transportation facilities.

Smoking shall be prohibited in any covered public transportation facilities, including ticket, boarding, and waiting areas of public transit depots.

Sec. 34-56. - Reasonable distance.

Smoking is prohibited within 25 feet outside entrances, exits, or wheelchair ramps serving any entrance or exit, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that smoke does not enter those areas. This section shall not apply to restaurant and bar outdoor seating areas.

Sec. 34-57. - Where smoking is not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of sections 34-52 and 34-53 of this Code:

- (1) Private residences, except when used as a child care, adult day care, or health care facility.
- (2) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than 35 percent of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous, and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this article. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms. Signs shall be placed on the doors of each smoking room and on each no smoking room showing the designation of each room. Signs shall be in accordance with section 34-59, Posting of signs.
- (3) Retail tobacco stores and retail electronic vaping stores provided that smoke from these establishments does not infiltrate into areas where smoking is prohibited under the provisions of this division.
- (4) Tobacco bars in operation on or before May 1, 2013 provided that the establishment clearly and conspicuously post a sign(s) at each entrance, in English, stating "SMOKING PERMITTED" in letters that shall have a height of not less than one inch.
- (5) Private functions and/or private clubs (not otherwise open to the general public) for the sole benefit of and in facilities owned or operated by a non-profit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code.
- (6) Stage areas of enclosed theaters, if smoking is an integral part of a theatrical performance.
- (7) Bars, where the serving of alcoholic beverages for consumption by guests on the premises derives at least 60 percent of annual gross revenues from the sale of alcoholic beverages for on premise consumption, including, but not limited to, any tavern, nightclub, cocktail lounge, or cabaret; and
 - a. Entry is limited to anyone who is at least 21 years of age;
 - b. The establishment is sealed such that smoke from the establishment cannot infiltrate into areas where smoking is prohibited under the provisions of this division;
 - c. A sign must be clearly and conspicuously posted at each entrance in English stating "SMOKING PERMITTED" in letters that shall have a height of not less than one inch.

Sec. 34-58. - Declaration of establishment as nonsmoking.

Notwithstanding any other provision of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of subsection (a) of section 34-59 of this Code is posted.

Sec. 34-59. - Posting of signs.

(a) The owner, operator, manager, or other person in control of a public place or place of employment shall clearly and conspicuously post "No Smoking" signs in English (and, if desired, any other language such person may choose) or the international 'No Smoking' symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) in every public place and place of employment where smoking is prohibited by this division.

(b) The owner, operator, manager, or other person in control of a public place or place of employment shall conspicuously post at every public entrance thereto a sign clearly stating that smoking is prohibited therein. Such signs shall conform to the requirements set out in paragraph (a) of this section.

Distance requirement language for smoking near entrances shall be included on the signage and in accordance with section 34-56, Reasonable distance.

(c) The owner, operator, manager, or other person in control shall remove all ashtrays from any area where smoking is prohibited by this division.

Sec. 34-60. - Enforcement.

(a) Any authority having jurisdiction to enforce city ordinances shall have authority to enforce the provisions of this division.

(b) Any citizen who desires to register a complaint under this article may initiate enforcement by contacting the fire marshal's office or by contacting the police department.

(c) The fire marshal or their designee shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this division.

(d) The fire marshal or their designee, after proper identification, shall be permitted to enter any public place and place of employment at any reasonable time, for the purpose of making inspections and examining applicable records of the establishment to determine compliance with this division.

Sec. 34-61. - Rules and regulations.

The fire marshal or their designee is authorized to promulgate rules and regulations for the enforcement of this division.

Sec. 34-62. - Violations and penalties.

(a) A person commits an offense if he is smoking in an area where smoking is prohibited by the provisions of this division.

(b) It shall be the duty of every person in control of an area where smoking is prohibited by the provisions of this division to request any person known to be smoking in such area to extinguish the burning tobacco product or electronic vaping device. Any knowing or intentional failure to maintain compliance with such duty shall constitute an offense.

(c) Whenever in this division an act is prohibited or is made or declared to be unlawful or an offense or misdemeanor, or whenever in this division the doing of anything or act is required or the failure to do anything or act is prohibited, the violation of the provision shall be and constitute a misdemeanor punishable, upon conviction, by a fine in an amount established by the city and listed in Appendix B of this Code. Each violation shall constitute and be punishable as a separate offense. Prosecution or conviction under this provision is cumulative of and shall never be a bar to any other civil or administrative remedy provided or allowed in this division or by law.

(d) Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined in this division, during the prosecution of such offenses in any criminal proceeding.

Sec. 34-63. - Other applicable laws.

This division shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Sec. 34-64. - Reserved."

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3: Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. 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 5. 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 6. 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 passage of this ordinance.

PASSED AND APPROVED this the _____ day of _____, 2016.

CITY OF LA PORTE, TEXAS

By: _____

Louis R. Rigby, Mayor

ATTEST:

City Secretary

APPROVED:



A handwritten signature in cursive script, appearing to read "William T. Atkins", is written over a horizontal line.

Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 26, 2016 Appropriation
Requested By: Rosalyn Epting Source of Funds: _____
Department: Parks & Recreation Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Changed Version Chapter 50 Ordinance
2. Marked Version Chapter 50 Ordinance

SUMMARY & RECOMMENDATIONS

This summer the Parks & Recreation Department has received multiple complaints about individuals vaping both in and outside of the pools. Although the City addresses smoking in parks, it does not address vaping.

Chapter 50 addresses City Parks specifically. The changes proposed in Chapter 50 are necessary to enforce a vaping ban in our parks. Currently the ordinance allows smoking in the parks as long as it is not in an area that children are located for organized or unorganized recreation. The changes in Chapter 50 will completely ban smoking and vaping in the park no matter who is using the park at the time.

Staff recommends the chapter is amended as presented.

Action Required of Council:

Consider approval or other action of an ordinance authorizing an amendment to Chapter 50 of the La Porte Code of Ordinances to add vaping.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50 "PARKS AND RECREATION" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY AMENDING REGULATIONS PERTAINING TO USE OF TOBACCO AND VAPING PRODUCTS AT CITY PARKS; 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 FIVE HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE

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

Section 1: That Chapter 50, "Parks and Recreation," Article I "In General", Section 50-4 "Use of tobacco products on athletic play fields and recreational venues", of the Code of Ordinances of the City of La Porte, Texas, is hereby amended and shall hereinafter read as follows:

"Sec. 50-4. - Use of tobacco products or electronic vaping device in city parks.

(a) The following words or terms when used in this section shall have the following meanings, unless the context clearly indicates otherwise:

(1) *Parks.* A park, conservation area, athletic play field, playground, beach, recreation venue or center, or other area in the city owned, leased or used, wholly or in part, by the city for such purposes or which is designated by the city council as a park.

(2) *Tobacco product* means a cigarette; a cigar; smoking tobacco, including granulated, plug-cut, crimp-cut, ready rubbed and any form of tobacco suitable for smoking in a pipe or as a cigarette; chewing tobacco, including plug, scrap, and any kind of tobacco suitable for chewing, snuff or other preparations of pulverized tobacco; nicotine product, or dissolvable nicotine;

(3) *Tobacco product or electronic vaping device use.* Smoking, chewing, snuffing or otherwise inhaling or ingesting any tobacco product or an electronic vaping device.

(4) *Athletic play fields.* A baseball field, softball field, soccer field that has been designed for regulation play or practice play at a park.

(5) *Electronic vaping device* means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides, or is manufactured or intended to provide, a vapor of liquid nicotine and/or other substances mixed with propylene glycol and/or other substances delivered or deliverable to the user that he/she can inhale in simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic hookahs, e-hookahs or under any other product name or design.

(6) *Recreation venue.* A facility occasionally used for youth sports or recreational events such as fishing and riding, either organized or non-organized; including the Lomax Arena, the Sylvan Beach Fishing Pier, the Seabreeze Fishing Pier, the Little Cedar Bayou Nature Trail and Bird-watching Stand, the San Jacinto Pool, the Little Cedar Bayou Wave Pool, the Northwest Pool, the Fairmont Pool, the Brookglen Pool and the La Porte Recreation and Fitness Center.

(7) *Electronic vaping liquid* also known as "e-juice" and "e-liquid" shall mean any liquid product composed of propylene glycol or other carrier solvent and may contain nicotine and/or any other substance and manufactured for the use with electronic vaping devices.

(8) *Smoking* or *smoke* means inhaling, exhaling, burning, possessing or carrying any tobacco product including but not limited to a lighted cigar, cigarette, pipe, weed, plant or combustible substance in any manner or in any form and/or vaping or the use of any electronic vaping device.

(9) *Vaping* means inhaling or exhaling vapors of electronic vaping liquid from an electronic vaping device.

(b) A person commits an offense if he or she uses tobacco products or electronic vaping devices on the premises of any city park.

(c) This section does not apply to the use of tobacco products or electronic vaping devices on the premises of the City of La Porte Bay Forest Golf Course (except during organized youth sports event).

(d) Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined in this section.

(e) Any person, as defined in V.T.C.A. Penal Code § 1.07(27), who shall violate any provision of this section shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$500.00."

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3: Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. 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 FIVE HUNDRED DOLLARS (\$500.00).

Section 5. 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 6. 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 _____, 2016.

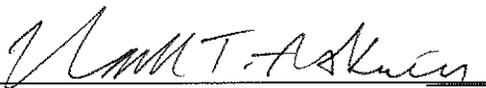
CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

City Secretary

APPROVED:



Assistant City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 50 “PARKS AND RECREATION” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY AMENDING REGULATIONS PERTAINING TO USE OF TOBACCO AND VAPING PRODUCTS AT CITY PARKS; 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 FIVE HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE

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

Section 1: That Chapter 50, “Parks and Recreation,” Article I “In General”, Section 50-4 “Use of tobacco products on athletic play fields and recreational venues”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended and shall hereinafter read as follows:

“Sec. 50-4. - Use of tobacco products or **electronic vaping device in city parks.** ~~on athletic play fields and recreational venues.~~

(a) The following words or terms when used in this section shall have the following meanings, unless the context clearly indicates otherwise:

(1)*Parks.* A park, conservation area, **athletic play field**, playground, beach, recreation **venue** or center, or other area in the city owned, leased or used, wholly or in part, by the city for such purposes or which is designated by the city council as a park.

~~(2)*Tobacco product.* Cigarette, cigar, cheroot, stogie, perique, granulated, plug cut, crimped cut, ready, rugged and other smoking tobacco; snuff, snuff flower, cavendish, plug and twist tobacco; fine cut and other chewing tobaccos; shorts, refuse scripts, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco, prepared in such a manner as to be suitable for chewing, sniffing, or smoking in a pipe; rolling paper or other tobacco related devices.~~

(2) *Tobacco product* means a cigarette; a cigar; smoking tobacco, including granulated, plug-cut, crimp-cut, ready rubbed and any form of tobacco suitable for smoking in a pipe or as a cigarette; chewing tobacco, including plug, scrap, and any kind of tobacco suitable for chewing, snuff or other preparations of pulverized tobacco; nicotine product, or dissolvable nicotine;

(3) *Tobacco product* or *electronic vaping device* use. Smoking, chewing, snuffing or otherwise inhaling or ingesting any tobacco product **or an electronic vaping device.**

(4)*Athletic play fields.* A baseball field, softball field, soccer field that has been designed for regulation play or practice play at a park.

~~(5) *Ad hoc use of park.* Use of an undesignated area of a park (i.e. open space) for organized youth athletic practice use.~~

(5) *Electronic vaping device* means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides, or is manufactured or intended to provide, a vapor of liquid nicotine and/or other substances mixed with propylene glycol and/or other substances delivered or deliverable to the user that he/she can inhale in simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic hookahs, e-hookahs or under any other product name or design.

(6) *Recreation venue.* A facility occasionally used for youth sports or recreational events such as fishing and riding, either organized or non-organized; including the Lomax Arena, the Sylvan Beach Fishing Pier, the Seabreeze Fishing Pier, the Little Cedar Bayou Nature Trail and Bird-watching Stand, the San Jacinto Pool, the Little Cedar Bayou Wave Pool, the Northwest Pool, the Fairmont Pool, the Brookglen Pool and the La Porte Recreation and Fitness Center.

(7) *Electronic vaping liquid* also known as "e-juice" and "e-liquid" shall mean any liquid product composed of propylene glycol or other carrier solvent and may contain nicotine and/or any other substance and manufactured for the use with electronic vaping devices.

(8) *Smoking or smoke* means inhaling, exhaling, burning, possessing or carrying any tobacco product including but not limited to a lighted cigar, cigarette, pipe, weed, plant or combustible substance in any manner or in any form and/or vaping or the use of any electronic vaping device.

(9) *Vaping* means inhaling or exhaling vapors of electronic vaping liquid from an electronic vaping device.

~~(b) A person commits an offense if he or she uses tobacco products or electronic vaping devices on the premises of any city park, on city-owned athletic play fields or recreation venues, or ad hoc use of park, including their spectator areas, while the fields and venues and/or ad hoc areas are being used for organized youth athletic or recreational events, or where youths are present and are using said recreational venues independently of organized athletic or recreational activities. All such areas with the exception of ad hoc areas shall be posted by appropriate signs and markers as designated by the director of parks and recreation.~~

~~(c) This section does not apply to the use of tobacco products or electronic vaping devices in designated parking areas or motor vehicles parked on the premises of city-owned parks, conservation areas, open spaces and recreational facilities. This section does not apply to park open spaces, picnic areas, on the premises of the City of La Porte Bay Forest Golf Course golf courses (except during organized youth sports event), and other passive recreational activities not directed for, or including youth.~~

(d) Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined in this section.

(e) Any person, as defined in V.T.C.A. Penal Code § 1.07(27), who shall violate any provision of this section shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$500.00.”

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3: Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. 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 FIVE HUNDRED DOLLARS (\$500.00).

Section 5. 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 6. 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 _____, 2016.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

City Secretary

APPROVED:

Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 26, 2016

Requested By: Michael Dolby, CPA

Department: Finance

Report: Resolution: Ordinance: XX

Exhibits: Ordinance

Exhibits: Project Funding Follow up Information from Sept 12

Exhibits: Fund Summaries for Options A, B, and C

Exhibits: Follow up Information from Aug 15 Budget Workshop

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

The City Council held budget workshops on August 15 through August 16, 2016 to discuss proposed budgets for the fiscal year beginning October 1, 2016 and ending September 30, 2017. On September 12, 2016, a public hearing was held to discuss and approve the FY17 proposed budget. At this meeting, Council requested additional cost estimates for several projects that were discussed during the August workshop. The projects that are under consideration to be added to the proposed project list for the FY17 Economic Development Corporation Fund budget are:

- Decorative fencing along north and south sides of Wharton Weems at the Golf Course
- Decorative screening fencing/wall along Spencer Highway from Farrington to Myrtle Creek
- Community Cooperation Projects (split between Fund 015 and Fund 038)
- Beautification/landscaping along SH 146

Staff is presenting three funding options for Council consideration for the FY17 budget. The funds impacted by the addition of these projects are the Economic Development Fund (EDC Fund 038), the General Fund CIP (Fund 015), and the Tree Fund (Grant Fund 032). The scope and estimated budget for the decorative fence along Wharton Weems, the tree plantings along Spencer Highway fence, the Community Coop projects, and the SH 146 beautification project remain the same for each option. The three fencing options along Spencer Highway account for the cost difference in each option, which are outlined below:

Option A: \$825,800 added to EDC budget, \$20,000 added to Fund 015 budget, and \$100,000 in Fund 032 (Tree Fund)

- \$250,000 for decorative fencing along north and south sides of Wharton Weems at the Golf Course
- \$415,800 for wood fencing with brick columns along Spencer Highway from Farrington to Myrtle Creek (see photo)
- \$100,000 for tree plantings along Spencer Highway fencing
- \$30,000 for community Cooperation Projects (\$10,000 for ED eligible projects and \$20,000 included in Fund 015 for non-ED eligible projects)
- \$150,000 for beautification/landscaping along SH 146



Option B: \$928,700 added to EDC budget, \$20,000 added to Fund 015 budget, and \$100,000 in Fund 032 (Tree Fund)

- \$250,000 for decorative fencing along north and south sides of Wharton Weems at the Golf Course
- \$518,700 for pre-cast concrete fencing along Spencer Highway from Farrington to Myrtle Creek. This fence is cast offsite as a concrete panel and each panel sits between two columns, which sit on piers. (see photo)
- \$100,000 for tree plantings along Spencer Highway fencing
- \$30,000 for community Cooperation Projects (\$10,000 for ED eligible projects and \$20,000 included in Fund 015 for non-ED eligible projects)
- \$150,000 for beautification/landscaping along SH 146



Option B: \$1,090,400 added to EDC budget, \$20,000 added to Fund 015 budget, and \$100,000 in Fund 032 (Tree Fund)

- \$250,000 for decorative fencing along north and south sides of Wharton Weems at the Golf Course
- \$680,400 for single wythe masonry fencing along Spencer Highway from Farrington to Myrtle Creek. This fence is an engineered beam that sits on a continuous foundation and is usually a split faced block (with a pattern) that is reinforced with rebar and concrete placed in the “hollow” areas of the block. (see photo)
- \$100,000 for tree plantings along Spencer Highway fencing
- \$30,000 for community Cooperation Projects (\$10,000 for ED eligible projects and \$20,000 included in Fund 015 for non-ED eligible projects)
- \$150,000 for beautification/landscaping along SH 146



Staff has prepared Fund Summaries for the Economic Development Fund and Fund 015.

Also attached is the follow up information that was previously provided after the Budget Workshop on August 15-16, 2016.

Action Required by Council:

Consider approval or other action of an Ordinance to adopt the Fiscal Year 2016-17 Proposed Budget incorporating Option A, B, or C funding scenario for additional capital projects.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

WHEREAS, the Budget for the fiscal year October 1, 2016, through September 30, 2017, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on July 28, 2016, and a public hearing scheduled for September 12, 2016 was duly advertised and held.

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

SECTION 1: That the Budget for the City of La Porte, Texas, now before the said City Council for consideration, a complete copy of which is on file with the City Secretary and incorporated hereto by reference, is hereby adopted as the Budget for the said City of La Porte, Texas, for the period of October 1, 2016, through September 30, 2017.

SECTION 2: Be it FURTHER ORDAINED, that the said City Council finds that all things requisite and necessary to the adoption of said Budget have been performed as required by charter or statute.

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

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

PASSED AND APPROVED this the 26th day of September, 2016.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:


Clark T. Askins, Assistant City Attorney

ATTACHMENT "A"

PRELIMINARY PROJECT COST ESTIMATE +/- 20%

Project: SPENCER HWY FENCE; FARRINGTON TO MYRTLE CREEK DR.

Date: 9/19/2016

ITEM NO.	ITEM DESCRIPTION	Qty	Unit	Unit Price	Total Price
1	Mobilization; clearing, grubbing	1	LS	\$20,000	\$20,000
2	Utility Adjustments	10	EA	\$1,200	\$12,000
3	24" Brick Columns@100' spacing	70	EA	\$1,800	\$126,000
4A	Wood Fence upgrade	7000	LF	\$34	\$238,000

Subtotal \$396,000

5% Contingency \$19,800

Option 1-Wood Fence Total Cost Est. \$415,800

4B	Precast Concrete Fence	7000	LF	\$66	\$462,000
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Subtotal \$494,000

5% Contingency \$24,700

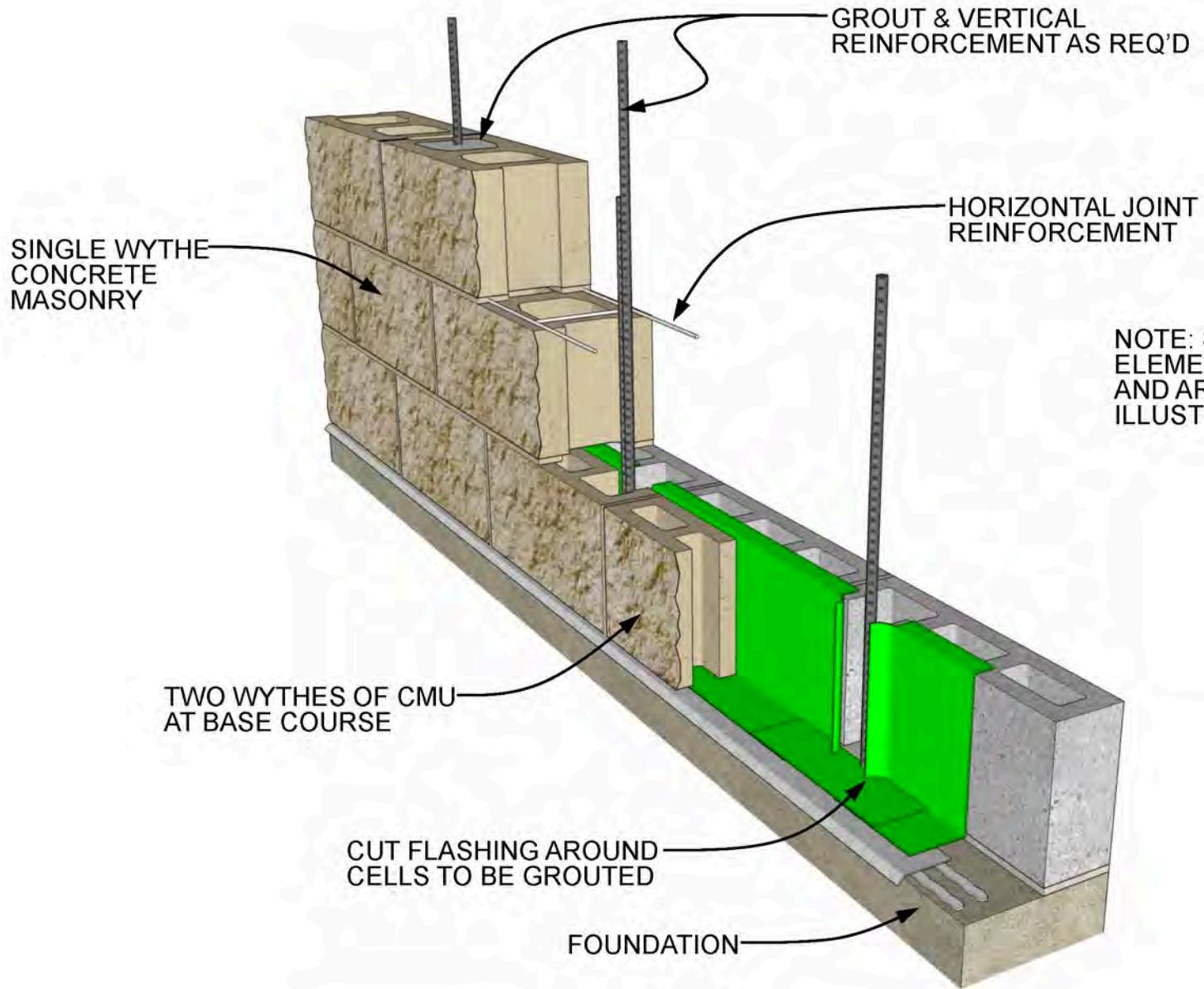
Option 2-Precast Conc. Fence Total Cost Est. \$518,700

4C	Masonry Fence - Single Wythe	7000	LF	\$88	\$616,000
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Subtotal \$648,000

5% Contingency \$32,400

Option 3-Masonry Fence Total Cost Est. \$680,400



NOTE: STRUCTURAL ELEMENTS MAY VARY AND ARE SHOWN FOR ILLUSTRATION ONLY

BASE OF WALL SINGLE WYTHE BLOCK, SPLIT BASE COURSE

DETAIL 02.010.0311

REV. 06/30/11

International Masonry Institute

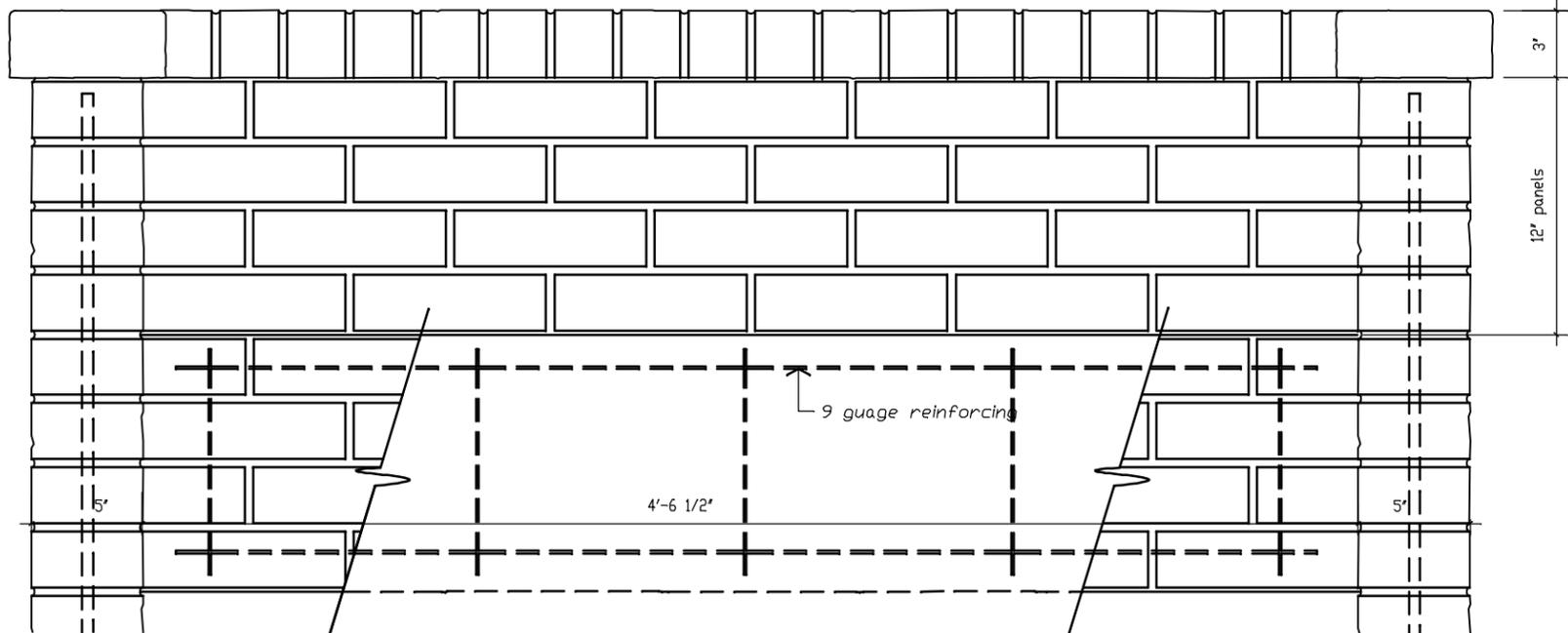


800-IMI-0988 www.imiweb.org

© 2011 INTERNATIONAL MASONRY INSTITUTE



FENCECRETE AMERICA, LTD.
 manufacturers of precast concrete fencing and masonry wall systems
 15089 tradesmen drive san antonio, texas 78249 210-492-7911 800-229-7811 www.fencecrete.com



Partial Fence Elevation

scale: 1-1/2" = 1'-0"



Brick Look Concrete Fence
 Rustic Style and Antique Style

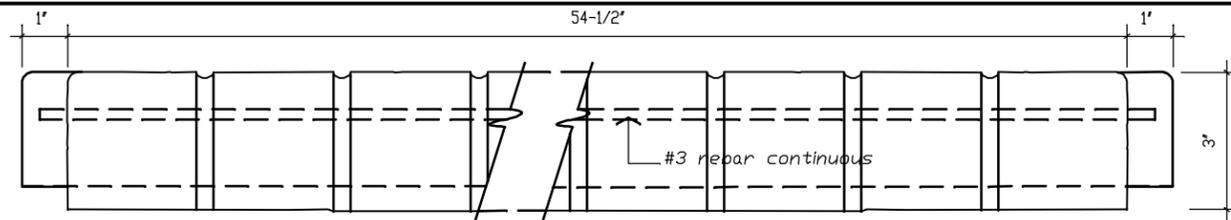


Rustic Style brick



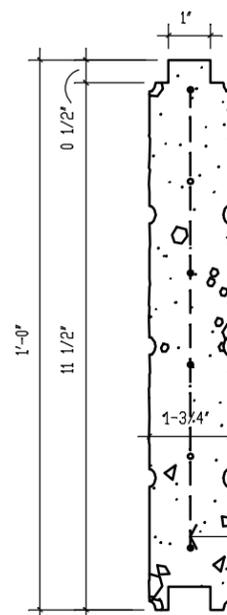
Antique Style brick

footing: 18" diameter, 24" deep
 3000 p.s.i. concrete, varies
 according to local soil conditions



Caprail Elevation

scale: 3" = 1'-0"



Typical Panel Section

scale: 3" = 1'-0"

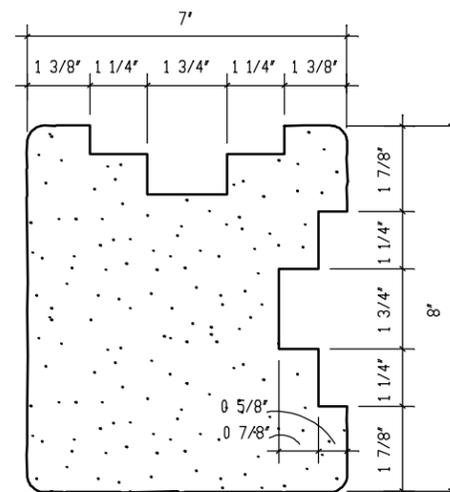
NOTE:
 Post details of Brick Look
 Concrete Fence are sim-
 ilar to Wood Look Concrete
 Fence post details

9 gauge reinforcing



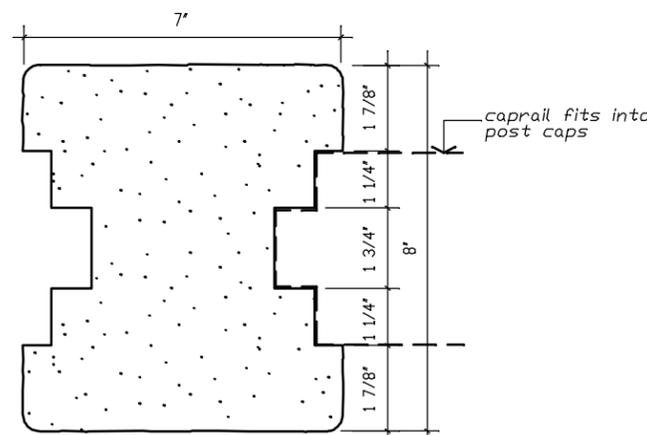
Caprail Section

scale: 3" = 1'-0"



Corner Post Cap

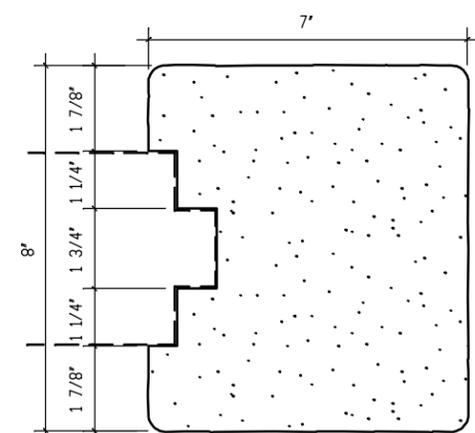
scale: 3" = 1'-0"



Running Post Cap

scale: 3" = 1'-0"

caprail fits into
 post caps



Stop Post Cap

scale: 3" = 1'-0"

notes:

1. The column height can be from 0 to a maximum of 10'-0". Additional heights are available upon special order.
2. All concrete shall be 5000 p.s.i.
3. All reinforcement shall be A.S.T.M. 615 grade 60. Special reinforcement is available upon special order.
4. Footing - 2 feet deep footing standard per column, 12" - 18" diameter. Depth and diameter can vary per local soil conditions.
5. Brick look panels can be provided in a variety of colors and are available in "used" or "rustic" brick styles.
6. Texture: All exposed sides have brick-like texture.
7. Gates: Shall have additional steel supports adjacent to concrete columns.
8. All steel reinforcement is prewelded with steel spacers so as to allow for maximum concrete coverage.
9. A special silicone sealant is used to lock the caprail and post caps in place. This sealant requires special tools for removal.

We reserve the right to alter the design or specifications without incurring any obligation, all rights reserved.
 Fencecrete America, Limited



Date: September 19, 2016

To: Mayor and Council

From: Traci E. Leach, Assistant City Manager

RE: SH 146 Beautification

At the September 12, 2016 Council meeting, a public hearing was conducted to review and approve the annual budget for FY17. Council requested additional cost information regarding several capital projects that had been discussed during the workshop in August 2016. Among these was a project to beautify the SH 146 corridor, specifically improving the reforestation areas.

Staff contacted Dana Cote, the landscape manager for TXDOT, and discussed the concept with him to determine what may be possible. Mr. Cote says that TXDOT has plans to spruce up the landscaping from the 225/146 interchange to Main St/Spencer. The crews should be at the interchange now adding oleanders to the perimeter of the reforestation area. South of the interchange to Main St, they will be redefining the bed areas, re-mulching, adding oleanders to the perimeter, and adding trees to fill gaps in landscape. They are planning to maintain (ie- keep everything the same) for the stretches of 146 south of Main due to impending highway widening/construction.

Mr. Cote says TXDOT would be ok with the City pulling some existing landscape material at the corners of the interchange at Fairmont and would allow the City to install additional material that we wanted. If we wanted to pull all of the reforestation area out, TXDOT would like to see us re-purpose as much of that landscaping elsewhere in the City. The caveat to all of this is that TXDOT is not investing any dollars in landscaping south of Main Street along SH 146 due to pending construction and it may not be wise for the City to invest too much into landscape projects that may ultimately be destroyed during future construction. At this time, staff was not able to obtain any plans or layout for future work on SH 146 to plan for ultimate build out.

For the purposes of earmarking funding for this project, staff has included \$150,000 in the EDC budget. This will provide maximum flexibility to allow the Council to determine the scope of improvements, if any, that would be prudent in the upcoming fiscal year.



PASADENA FENCE CO.

2722-A Dedman St.
Pasadena, TX 77503
Office: 281-998-9190 Fax: 281-998-9890

JOB#

<input type="checkbox"/>	New Construction
<input type="checkbox"/>	Repair/Remodeling
<input type="checkbox"/>	Res <input type="checkbox"/> Com
Taxable <input type="checkbox"/>	Yes <input type="checkbox"/> No

SOLD TO	<u>BAY FOREST GOLF COURSE</u>	Cross Street:	_____
BILLING ADDRESS:	_____	CUST PO:	_____
CONTACT:	<u>ALEX.</u>	PROJECT NAME:	_____
DATE:			<u>2-16-15</u>
MAIN PHONE:	<u>281-744-5143</u>	PROJECT ADD.:	_____
TERMS:			<u>1/2 DOWN</u>
FAX:	_____		_____

Height of fence	6' Iron fence(powder coated black)	950'	of	6'	Fence	IRON		48.	\$ 45,600.00
Fabric (Ga)	3/4"x 3/4"pickets (4"on centers)	950' Oremoval and haul off					@	2.00	1,900.00
Rails	3-1 1/4"X 1 1/4"						@		
Line Posts	3"X 3"Set 8'on centers)	Holes	8'x 36	Terminal Posts		@			
Terminal Posts		Holes		GATE Posts		@			
						@			
Gate Posts	4"x 4"	Holes		Gate		@			
				Gate		@			
Grade	Option 1-clear just the fence line to get the new fence installed 950'. \$ 1,200.00 each side of rd.								
B.W.	Y	N	IN	Out	V	Option 2-clear everything ,all debris,weeds and small trees, \$ 3,000.00 each side of rd.			
Gate Frame	Option 3-install a 24"X 24"Brick colum,with a 3'x 4'concrete beam \$ 2,500.00 each								
Bottom Tension Wire									
Contact on Site:									
Ph:		Pgr/Mbl				Total		\$ 47,500.00	

PROPOSED NEW 6'IRON FENCE ,3-RAILS (POWDERCOATED BLACK)THIS PRICE IS FOR 1-SIDE OF ROAD,IF BOTH SIDES ARE DONE IT WILL BE \$ 95,000.00 PLUS ANY OPTIONS

Ready	Project Start Date	Safety		Utilities Called?			Date:			Transmittal#:
	/ /	Yes	No	Yes	No	N/A	/ /			

CONTRACT CONDITIONS:

MORE OR LESS MATERIAL OTHER THAN THE AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE.

ACCEPTANCE – The above proposal when accepted by the Company, at its main office, becomes a contract between two parties and is not subject to cancellation. Silence on the part of the Company shall not be construed as an acceptance of this proposal. In case Payment is not made as specified in (Terms of Payment) the property owner expressly gives the Company or its assignee the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession. PROPERTY OWNER is solely responsible for locating, staking, and clearing fence lines. Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands there is no warranty on wood fence materials. Notice: If contract is changed after the erection crew delivers the material there will be a \$100.00 per hour charge for time lost. If contract is cancelled at 25% charge of the total contract price will be charged.

SALESMAN DENNIS EVERETT

CUSTOMER _____



PASADENA FENCE CO.

2722-A Dedman St.
Pasadena, TX 77503
Office: 281-998-9190 Fax: 281-998-9890

JOB# _____

<input type="checkbox"/>	New Construction
<input type="checkbox"/>	Repair/Remodeling
<input type="checkbox"/>	Res <input type="checkbox"/> Com
<input type="checkbox"/>	Yes <input type="checkbox"/> No

Taxable

SOLD TO: BAY FOREST GOLF COURSE

BILLING ADDRESS: 201 bayforest dr. Cross Street: _____

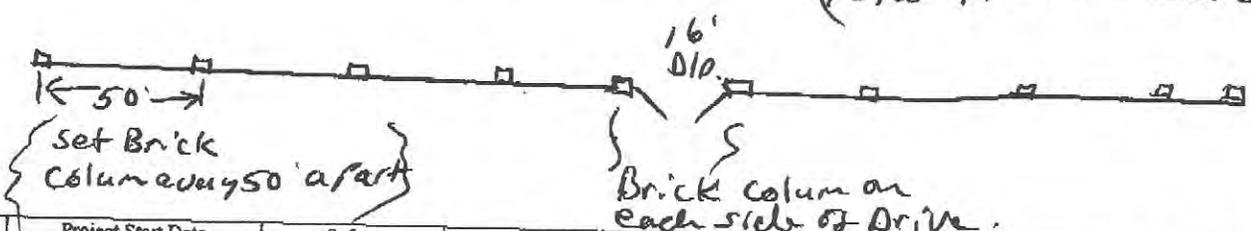
CONTACT: ALEX. PROJECT NAME: LaPORTE TX. CUST PO: _____

MAIN PHONE: 281-744-5143 PROJECT ADD: _____ DATE: 8-15-16

FAX: _____ TERMS: 1/2 DOWN

Height of fence	6' Iron fence (powder coated black)		950'	of	6'	Fence	IRON		55.	\$ 52,250.00
Fabric (Ga)	3/4" x 3/4" pickets (4" on centers)		950'		Of removal and haul off		@	2.00	1,900.00	
Rails	3-1 1/4" X 1 1/4"		950'		Clear all underbrush, and small trees and haul off		@		\$ 5,800.00	
Line Posts	3" X 3" Set 8' on centers		Holes	8" x 36		Terminal Posts	@			
Terminal Posts			Holes			GATE Posts	@			
Gate Posts	4" x 4"		Holes	118-3" x 3" post (set 8' on cts)		@	55	\$ 6,490.00		
				1		Gate	@	16' double gt.	\$ 2,000.00	
Grade						Gate	@			
B.W.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gate Frame										
Bottom Tension Wire									Note: one side of road will be ----- \$125,000.00	
Contact on Site:									Other side of road will be ----- \$125,000.00	
Ph:										
									Total	\$250,000.00

PROPOSED NEW 6' IRON FENCE, 3-RAILS (POWDERCOATED BLACK) *(Total 970' for each side.)*



Ready	Project Start Date	Safety	Utilities Called?			Date:	Transmittal#:
	/ /	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A	/ /	

CONTRACT CONDITIONS:
 MORE OR LESS MATERIAL OTHER THAN THE AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE.
 ACCEPTANCE - The above proposal when accepted by the Company, at its main office, becomes a contract between two parties and is not subject to cancellation. Silence on the part of the Company shall not be construed as an acceptance of this proposal. In case Payment is not made as specified in (Terms of Payment) the property owner expressly gives the Company or its assignee the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession. PROPERTY OWNER is solely responsible for locating, staking, and clearing fence lines. Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands there is no warranty on wood fence materials. Notice: If contract is changed after the erection crew delivers the material there will be a \$100.00 per hour charge for time lost. If contract is cancelled at 25% charge of the total contract price will be charged.

SALESMAN DENNIS EVERETT CUSTOMER _____

OPTION A

**City of La Porte
Consolidated Summary of All Funds**

	Balance 09/30/16	FY 16-17 Revenues	FY 16-17 Expenses	Balance 09/30/17
Governmental Fund Types:				
General Fund	33,317,108	42,853,397	47,089,127	29,081,378
Grant Fund	1,700,038	1,004,100	1,467,967	1,236,171
Street Maintenance Sales Tax	682,151	1,108,750	1,605,313	185,588
Emergency Services District	393,888	1,107,750	1,302,632	199,006
Hotel/Motel Occupancy Tax	833,138	651,500	836,241	648,397
Economic Development Corporat	5,424,968	2,221,000	2,856,781	4,789,187
Tax Increment Reinvestment	621,694	6,727,798	6,309,824	1,039,668
Total Governmental Types	42,972,984	55,674,295	61,467,885	37,179,394
Enterprise:				
Utility	2,861,387	8,097,900	7,322,478	3,636,809
Airport	360,238	61,000	186,773	234,465
La Porte Area Water Authority	2,846,451	1,544,887	1,391,802	2,999,536
Total Enterprise	6,068,077	9,703,787	8,901,053	6,870,811
Internal Service				
Motor Pool	1,245,866	3,108,735	2,591,574	1,763,027
Insurance Fund	1,109,051	7,667,313	7,850,066	926,298
Technology Fund	1,435,423	448,325	100,000	1,783,748
Total Internal Service	3,790,339	11,224,373	10,541,640	4,473,072
Capital Improvement:				
General	1,036,537	3,170,800	3,994,750	212,587
Utility	368,601	2,123,000	1,040,000	1,451,601
Sewer Rehabilitation	133,758	301,000	350,000	84,758
Drainage Improvement Fund	446,722	272,000	365,000	353,722
2015 C/O Bond Fund	3,227,687	-	3,227,687	-
Total Capital Improvement	5,213,305	5,866,800	8,977,437	2,102,668
Debt Service:				
General	3,182,183	3,872,795	3,913,706	3,141,272
Utility	24,129	-	-	24,129
La Porte Area Water Authority	(692,850)	-	326,400	(1,019,250)
Total Debt Service	2,513,462	3,872,795	4,240,106	2,146,151
Total All Funds	60,558,167	86,342,050	94,128,121	52,772,096

City of La Porte
General Capital Improvement Fund (015) Summary

<hr/>	
<i>Beginning Fund Balance 9/30/15</i>	\$ 1,916,609
Plus Estimated 15-16 Revenues	
Transfer from General Fund	1,500,000
Transfer from Hotel/Motel Fund	62,807
Transfer from 4B Fund	107,669
Interest Income	6,000
Total Revenues	1,676,476
Less Estimated 15-16 Expenditures and Commitments	
Project Costs	2,556,548
Total Expenditures and Commitments	2,556,548
<i>Estimated Fund Balance 9/30/16</i>	1,036,537
Plus 16-17 Revenues:	
Transfer from General Fund	1,350,000
Transfer from EDC Fund	1,565,800
TIRZ Reimbursement	250,000
Interest Income	5,000
Total Revenues	3,170,800
<i>Equals Total Resources</i>	4,207,337
Less 16-17 Expenditures:	
Project Costs	3,894,750
Contingency	100,000
Total Expenditures	3,994,750
<i>Ending Fund Balance 9/30/17</i>	\$ 212,587
<hr/>	

	Estimated 2015-16	Projected 2016-17
Revenues	\$ 1,676,476	\$ 3,170,800
Expenditures & Commitments	2,556,548	3,994,750
Revenues over Expenditures	\$ (880,072)	\$ (823,950)

The General Capital Improvement Fund is used to fund projects that benefit the City's overall operation. Projects expected to be accomplished are listed on the following pages.

City of La Porte
La Porte Development Corporation (038) Fund Summary
(Section 4B Sales Tax)

Beginning Fund Balance 9/30/15		\$ 4,516,912
Plus Estimated 15-16 Revenues		2,360,000
Less 15-16 Expenditures and Commitments		
Debt Payments	680,668	
Economic Development Operations	771,276	
Total Expenditures	1,451,944	
Estimated Fund Balance 9/30/16		5,424,968
Plus 16-17 Revenues:		
1/2 Cent Sales Tax	2,212,500	
Interest Income	8,500	
Total Revenues	2,221,000	
Equals Total Resources		7,645,968
Less 16-17 Expenditures:		
Economic Development Operations	605,734	
Debt Service Transfer *	685,247	
Transfer to General CIP Fund -		
Restroom/Pavilion at Five Points	400,000	
Parking Spaces at Pecan Park	350,000	
SH 146 Beautification	150,000	
Fencing at Golf Course	250,000	
Fencing on Spencer Highway	415,800	
Total Expenditures	2,856,781	
Ending Fund Balance 9/30/17		\$ 4,789,187

	Estimated 2015-16	Projected 2016-17
Revenues	\$ 2,360,000	\$ 2,221,000
Expenditures & Commitments	1,451,944	2,856,781
Revenues over Expenditures	\$ 908,056	\$ (635,781)

*Debt Service Payments for Library, Bay Area Boulevard & Canada Road and Ballfields.

OPTION B

**City of La Porte
Consolidated Summary of All Funds**

	Balance 09/30/16	FY 16-17 Revenues	FY 16-17 Expenses	Balance 09/30/17
Governmental Fund Types:				
General Fund	33,317,108	42,853,397	47,089,127	29,081,378
Grant Fund	1,700,038	1,004,100	1,467,967	1,236,171
Street Maintenance Sales Tax	682,151	1,108,750	1,605,313	185,588
Emergency Services District	393,888	1,107,750	1,302,632	199,006
Hotel/Motel Occupancy Tax	833,138	651,500	836,241	648,397
Economic Development Corporat	5,424,968	2,221,000	2,959,681	4,686,287
Tax Increment Reinvestment	621,694	6,727,798	6,309,824	1,039,668
	<hr/>	<hr/>	<hr/>	<hr/>
Total Governmental Types	42,972,984	55,674,295	61,570,785	37,076,494
Enterprise:				
Utility	2,861,387	8,097,900	7,322,478	3,636,809
Airport	360,238	61,000	186,773	234,465
La Porte Area Water Authority	2,846,451	1,544,887	1,391,802	2,999,536
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Total Enterprise	6,068,077	9,703,787	8,901,053	6,870,811
Internal Service				
Motor Pool	1,245,866	3,108,735	2,591,574	1,763,027
Insurance Fund	1,109,051	7,667,313	7,850,066	926,298
Technology Fund	1,435,423	448,325	100,000	1,783,748
	<hr/>	<hr/>	<hr/>	<hr/>
Total Internal Service	3,790,339	11,224,373	10,541,640	4,473,072
Capital Improvement:				
General	1,036,537	3,273,700	4,097,650	212,587
Utility	368,601	2,123,000	1,040,000	1,451,601
Sewer Rehabilitation	133,758	301,000	350,000	84,758
Drainage Improvement Fund	446,722	272,000	365,000	353,722
2015 C/O Bond Fund	3,227,687	-	3,227,687	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Capital Improvement	5,213,305	5,969,700	9,080,337	2,102,668
Debt Service:				
General	3,182,183	3,872,795	3,913,706	3,141,272
Utility	24,129	-	-	24,129
La Porte Area Water Authority	(692,850)	-	326,400	(1,019,250)
	<hr/>	<hr/>	<hr/>	<hr/>
Total Debt Service	2,513,462	3,872,795	4,240,106	2,146,151
Total All Funds	60,558,167	86,444,950	94,333,921	52,669,196

City of La Porte
General Capital Improvement Fund (015) Summary

<i>Beginning Fund Balance 9/30/15</i>		\$ 1,916,609
Plus Estimated 15-16 Revenues		
Transfer from General Fund	1,500,000	
Transfer from Hotel/Motel Fund	62,807	
Transfer from 4B Fund	107,669	
Interest Income	6,000	
Total Revenues		1,676,476
Less Estimated 15-16 Expenditures and Commitments		
Project Costs	2,556,548	
Total Expenditures and Commitments		2,556,548
<i>Estimated Fund Balance 9/30/16</i>		1,036,537
Plus 16-17 Revenues:		
Transfer from General Fund	1,350,000	
Transfer from EDC Fund	1,668,700	
TIRZ Reimbursement	250,000	
Interest Income	5,000	
Total Revenues		3,273,700
<i>Equals Total Resources</i>		4,310,237
Less 16-17 Expenditures:		
Project Costs	3,997,650	
Contingency	100,000	
Total Expenditures		4,097,650
<i>Ending Fund Balance 9/30/17</i>		\$ 212,587

	Estimated 2015-16	Projected 2016-17
Revenues	\$ 1,676,476	\$ 3,273,700
Expenditures & Commitments	2,556,548	4,097,650
Revenues over Expenditures	\$ (880,072)	\$ (823,950)

The General Capital Improvement Fund is used to fund projects that benefit the City's overall operation. Projects expected to be accomplished are listed on the following pages.

City of La Porte
La Porte Development Corporation (038) Fund Summary
(Section 4B Sales Tax)

Beginning Fund Balance 9/30/15		\$	4,516,912
Plus Estimated 15-16 Revenues			2,360,000
Less 15-16 Expenditures and Commitments			
Debt Payments	680,668		
Economic Development Operations	771,276		
Total Expenditures	1,451,944		1,451,944
Estimated Fund Balance 9/30/16			5,424,968
Plus 16-17 Revenues:			
1/2 Cent Sales Tax	2,212,500		
Interest Income	8,500		
Total Revenues	2,221,000		2,221,000
Equals Total Resources			7,645,968
Less 16-17 Expenditures:			
Economic Development Operations	605,734		
Debt Service Transfer *	685,247		
Transfer to General CIP Fund -			
Restroom/Pavilion at Five Points	400,000		
Parking Spaces at Pecan Park	350,000		
SH 146 Beautification	150,000		
Fencing at Golf Course	250,000		
Fencing on Spencer Highway	518,700		
Total Expenditures	2,959,681		2,959,681
Ending Fund Balance 9/30/17		\$	4,686,287

		Estimated 2015-16		Projected 2016-17
Revenues	\$	2,360,000	\$	2,221,000
Expenditures & Commitments		1,451,944		2,959,681
Revenues over Expenditures	\$	908,056	\$	(738,681)

*Debt Service Payments for Library, Bay Area Boulevard & Canada Road and Ballfields.

OPTION C

**City of La Porte
Consolidated Summary of All Funds**

	Balance 09/30/16	FY 16-17 Revenues	FY 16-17 Expenses	Balance 09/30/17
Governmental Fund Types:				
General Fund	33,317,108	42,853,397	47,089,127	29,081,378
Grant Fund	1,700,038	1,004,100	1,467,967	1,236,171
Street Maintenance Sales Tax	682,151	1,108,750	1,605,313	185,588
Emergency Services District	393,888	1,107,750	1,302,632	199,006
Hotel/Motel Occupancy Tax	833,138	651,500	836,241	648,397
Economic Development Corporat	5,424,968	2,221,000	3,121,381	4,524,587
Tax Increment Reinvestment	621,694	6,727,798	6,309,824	1,039,668
Total Governmental Types	42,972,984	55,674,295	61,732,485	36,914,794
Enterprise:				
Utility	2,861,387	8,097,900	7,322,478	3,636,809
Airport	360,238	61,000	186,773	234,465
La Porte Area Water Authority	2,846,451	1,544,887	1,391,802	2,999,536
Total Enterprise	6,068,077	9,703,787	8,901,053	6,870,811
Internal Service				
Motor Pool	1,245,866	3,108,735	2,591,574	1,763,027
Insurance Fund	1,109,051	7,667,313	7,850,066	926,298
Technology Fund	1,435,423	448,325	100,000	1,783,748
Total Internal Service	3,790,339	11,224,373	10,541,640	4,473,072
Capital Improvement:				
General	1,036,537	3,435,400	4,259,350	212,587
Utility	368,601	2,123,000	1,040,000	1,451,601
Sewer Rehabilitation	133,758	301,000	350,000	84,758
Drainage Improvement Fund	446,722	272,000	365,000	353,722
2015 C/O Bond Fund	3,227,687	-	3,227,687	-
Total Capital Improvement	5,213,305	6,131,400	9,242,037	2,102,668
Debt Service:				
General	3,182,183	3,872,795	3,913,706	3,141,272
Utility	24,129	-	-	24,129
La Porte Area Water Authority	(692,850)	-	326,400	(1,019,250)
Total Debt Service	2,513,462	3,872,795	4,240,106	2,146,151
Total All Funds	60,558,167	86,606,650	94,657,321	52,507,496

City of La Porte
General Capital Improvement Fund (015) Summary

<hr/>	
<i>Beginning Fund Balance 9/30/15</i>	\$ 1,916,609
Plus Estimated 15-16 Revenues	
Transfer from General Fund	1,500,000
Transfer from Hotel/Motel Fund	62,807
Transfer from 4B Fund	107,669
Interest Income	6,000
Total Revenues	1,676,476
Less Estimated 15-16 Expenditures and Commitments	
Project Costs	2,556,548
Total Expenditures and Commitments	2,556,548
<i>Estimated Fund Balance 9/30/16</i>	1,036,537
Plus 16-17 Revenues:	
Transfer from General Fund	1,350,000
Transfer from EDC Fund	1,830,400
TIRZ Reimbursement	250,000
Interest Income	5,000
Total Revenues	3,435,400
<i>Equals Total Resources</i>	4,471,937
Less 16-17 Expenditures:	
Project Costs	4,159,350
Contingency	100,000
Total Expenditures	4,259,350
<i>Ending Fund Balance 9/30/17</i>	\$ 212,587
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	Estimated 2015-16	Projected 2016-17
Revenues	\$ 1,676,476	\$ 3,435,400
Expenditures & Commitments	2,556,548	4,259,350
Revenues over Expenditures	\$ (880,072)	\$ (823,950)

The General Capital Improvement Fund is used to fund projects that benefit the City's overall operation. Projects expected to be accomplished are listed on the following pages.

City of La Porte
La Porte Development Corporation (038) Fund Summary
(Section 4B Sales Tax)

Beginning Fund Balance 9/30/15		\$	4,516,912
Plus Estimated 15-16 Revenues			2,360,000
Less 15-16 Expenditures and Commitments			
Debt Payments	680,668		
Economic Development Operations	771,276		
Total Expenditures	1,451,944		1,451,944
Estimated Fund Balance 9/30/16			5,424,968
Plus 16-17 Revenues:			
1/2 Cent Sales Tax	2,212,500		
Interest Income	8,500		
Total Revenues	2,221,000		2,221,000
Equals Total Resources			7,645,968
Less 16-17 Expenditures:			
Economic Development Operations	605,734		
Debt Service Transfer *	685,247		
Transfer to General CIP Fund -			
Restroom/Pavilion at Five Points	400,000		
Parking Spaces at Pecan Park	350,000		
SH 146 Beautification	150,000		
Fencing at Golf Course	250,000		
Fencing on Spencer Highway	680,400		
Total Expenditures	3,121,381		3,121,381
Ending Fund Balance 9/30/17		\$	4,524,587

		Estimated		Projected
		2015-16		2016-17
Revenues	\$	2,360,000	\$	2,221,000
Expenditures & Commitments		1,451,944		3,121,381
Revenues over Expenditures	\$	908,056	\$	(900,381)

*Debt Service Payments for Library, Bay Area Boulevard & Canada Road and Ballfields.

FOLLOW UP INFORMATION FROM THE
AUGUST 15-16, 2016 BUDGET
WORKSHOP

RATE INCREASE REQUEST
FROM CITY ATTORNEY

askins & askins P.C.

ATTORNEYS *and* COUNSELORS

Knox W. Askins

Clark T. Askins

July 25, 2016

Mr. Corby Alexander
City Manager
City of La Porte, Texas

Dear Corby:

I am writing to advise you that the law office of Askins & Askins, P.C. is proposing to increase its billable rate for legal services provided to the City of La Porte. Under the modified billing schedule, our firm would make the following adjustments:

- 1) Increase the hourly rate for prosecution services at the La Porte Municipal Court from \$85/hour to \$95/hour.
- 2) Increase the hourly rate for city attorney services and legal representation for all city administrative matters, from \$145/hour to \$155/hour.

The proposed rate increase would go into effect on October 1, 2016, to coincide with the City's 2016-2017 fiscal year.

Thank you, and should you have any questions please do not hesitate to contact me at my office.

Respectfully yours,



Clark T. Askins

	What hourly rate do you pay for the City Attorney	What hourly rate do you pay for the City Prosecutor?	Do you use the same firm for both?	What is your total legal budget, annually?	
Bunker Hill Village	\$240	\$250 (per session)	NO	\$38,000	
Dickinson	\$230	\$350 (per trial session with a minimum of 2 trial sessions per month)	NO	\$70,000	
Shoreacres	\$150	\$150	NO	\$21,000	
La Marque	\$3,000 (up to 15 hrs) / hour (after 15 hrs)	\$225 \$285 (per docket) / hour (dockets over 3 hrs)	\$100 /	NO	\$85,500
Kemah	\$150	\$150	YES	\$128,000	
Webster	\$150	\$150	YES	\$75,000	
Texas City				\$225,000	
Manvel	\$250	\$125	NO	\$113,000	
Santa Fe	\$1,000 (retainer fee)	\$1,155 (per month)	YES	\$39,860	
Clear Lake Shores	\$195 - \$300	\$900 (monthly retainer)	NO	\$35,800	
Fulshear	\$770 (monthly retainer) / \$195 / hour (above retainer fee)	\$100	NO	\$325,000	
Deer Park	\$2500 / month		YES		

COMMUNITY CENTER HOURS AND RENTAL RATES

COMMUNITY CENTER HOURS

Here are the previous and current hours of the Brookglen and Charles Walker Community Centers (Evelyn Kennedy and Jennie Riley are open for rentals only; they do not have regular operating hours when the doors are open to the public). We changed our hours in January to better mirror utilization. We are currently tracking attendance for both community centers and there is an opportunity to further refine the hours of operation to match utilization.

Based on utilization, the regular hours at Charles Walker could be changed to mirror those at Brookglen- 3 pm to 7:30 pm. It should be noted that changing the hours will not result in cost savings, as the staff assigned to the Centers are full-time employees.

Previous Community Center Hours:

Brookglen (M-F) 11:30am – 9pm
Summer Brookglen (M-F) 10am – 9pm
Charles Walker (M-F) 11:30am – 9pm
Summer Charles (M-F) 9am -9pm

New Hours Effective January 4th, 2016:

Brookglen (M-F) 3 – 7:30pm
Summer Brookglen (M-F) 10am – 8pm
Charles Walker (M-F) 11:30am – 8pm
Summer Charles (M-F) 10am -8pm (Breakfast @ 9am)

COMMUNITY CENTER RENTAL RATES

Another option to produce an additional revenue stream would be to incorporate a non-resident fee for our facility and field rentals. Our current rental rates are as follows:

Centers (Evelyn Kennedy, Jennie Riley, Brookglen, Original City Hall, Library)	\$25/hour (note, non-profits with a 501c3 are \$15/hour)
Soccer & Baseball Fields	\$10/hour (with lights) \$7.50/hour (without lights)
Rodeo Arena	Mon-Thurs \$150/day Fri-Sun \$200/day

As of July 31, 2016, our current statistics are as follows regarding rentals:

	# of Resident Rentals	# of Non-Resident Rentals	Total Hours Rented
Centers	246	89	1,378
Fields	206	258	1,071
Arena	115	25	1,343

It is important to note that we do not separate how many rented hours are residents and non-residents, we just separate out the number of rentals. Therefore, we are using averages to determine how much additional revenue we could receive if non-resident rental rates were double that of resident rates. These numbers are valid as long as the number of non-resident rental hours does not drop below what we currently have.

	% of rental hours by non-residents	Total Hours rented based on percentage of non-resident renters	Increase in Fee (this is in addition to the current rate)	Possible additional revenue as long as the number of rental hours remained the same
Centers	26.6%	367 Hours	\$25/hour	\$9,175
Fields	55.6%	595 Hours	\$7.50/hour (assuming most without lights)	\$4,462.50
Arena	17.9%	25 Days (rental daily, not hourly)	\$200/day (assuming most rentals are on the weekends)	\$5,000
			TOTAL	\$18,637.50

POOL OPERATIONS

PROPOSAL FOR POOL OPERATIONS BREAK EVEN

After evaluating the differential between expenditures and revenues, the gap was approximately \$143,000. The following information would result in a multi-dimensional approach to break even for pool operations. The attached charts show the current rate plans and structure and outlines rate increases and other adjustments starting in FY17.

The following rates would be adjusted:

- Wave Pool Fees: All fees increase by \$2 for all (patrons age 2 and under are still free)
- Neighborhood Pools: All fees will be \$2 per person
- Pool Passes: All passes will increase by \$15
- Pool Rentals: Increases will vary depending on residency
 - Resident rentals increase by \$25 per hour at the Wave Pool and \$10 per hour at neighborhood pools
 - Non Resident Rates are now double the resident rate

The impact for these rate increases are estimated to bring in an additional \$75,000 in revenue, assuming that attendance and expenditures remain flat. This would leave us with a \$68,000 gap to bring us to full cost-recovery.

There were several additional measures that are presented for consideration to bridge this remaining gap. The total savings realized if all measures below were implemented is \$65,000.

- Close all neighborhood pools at same time at summer's end (likely second weekend in August, as this is when lifeguard attrition generally starts in full force)
- Close all neighborhood pools three days per week
- Open Wave Pool at noon instead of 11 am
- Close Wave Pool at 6 pm instead of 7 pm (gain an additional rental hour)
- Close Wave Pool the Sunday before School starts

Additionally, it should be noted that the revenues that could be realized based on the fee adjustments to the Recreation Center would result in the RFC operating slightly in the black (approximately \$20,000 in revenues over and above what it costs to operate the Center in FY18). These revenues could be applied to assist in offsetting the shortfall shown here for the pool operations. Moreover, the added non-resident pricing tier for community center and field rentals has the potential to generate another \$19,000, assuming rental numbers remain flat. One option may be for the Council to consider the fee modifications in FY17 and take a "wait and see" approach to the additional pool hour modifications to gauge the impact of these fee changes on overall revenue-expenditure comparison for the combined recreation functions until after FY18.

PROPOSED POOL FEES 2016

Daily Admission	Current Fees	Proposed Fees
Wave Pool	\$3 Resident	\$5 Resident
	\$5 Non-Resident	\$7 Non-Resident
	\$1 Seniors	\$3 Seniors
	Free 2 & under	Free 2 & Under
San Jac & Northwest	\$1 Everyone	\$2 Everyone
	Free 2 & under	Free 2 & Under
Fairmont	Free Everyone	\$2 Everyone
		Free 2 & Under

Passes

Aquatic Pass	\$45 Individual Resident	\$60 Individual Resident
	\$55 Individual Non-Res	\$70 Individual Non-Res
	\$120 Family Resident	\$135 Family Resident
	\$145 Family Non-Res	\$160 Family Non-Res
20 Pass Wave Pool	\$57 Resident	\$95 Resident
	\$95 Non-Res	\$133 Non-Res
Municipal Pools	\$20 Individual	\$35 Individual
	\$45 Family	\$60 Family

Rentals (min 2 hours)

	Current Fees	Proposed Fees
Wave Pool	\$125 Hour	\$150 Hour Resident \$300 Hour Non-Res
Neighborhood Pools	\$50 Hour	\$60 Hour Resident \$120 Hour Non-Res

	Estimated 2015-16	Proposed 2016-17 with increases
Revenues*	\$161,911	\$237,000 Assuming all rentals are residents
Expenditures	\$305,369	\$305,000 if remains flat
Attendance	45,800	46,800
Expenditures Per Person	\$6.67	\$6.52
Revenues Per Person	\$3.54	\$5.06

We are still \$68,000 short of breaking even with the proposed increases.

* Note that all pool rentals have been determined using resident fees.

PROPOSED POOL FEES 2016

ADDITIONAL COST SAVING MEASURES FOR CONSIDERATION

INITIATIVE		ESTIMATED COST SAVINGS
Close all neighborhood pools on the same day at the end of summer. This will save 7 days of guards at Northwest & San Jacinto Pools.		\$6,608
	San Jacinto \$59 x 8 x 7 days	\$3,304
	Northwest \$59 x 8 x 7 days	\$3,304
Close all neighborhood pools three days a week		\$44,352
	Fairmont \$50 x 8 x 11 days x 3	\$13,200
	San Jacinto \$59 x 8 x 11 days x 3	\$15,576
	Northwest \$59 x 8 x 11 days x 3	\$15,576
Open the Wave Pool at noon daily instead of 11am		\$7,476
	Wave Pool \$89 x 7 x 12	\$7,476
Close the Wave Pool at 6pm Mon-Thurs instead of 7pm		\$4,272
	Wave Pool \$89 x 4 x 12	\$4,272
Close the Wave Pool the Sunday before school starts. This will cut 5 days which are weekends and Labor Day.		\$3,115
	Wave Pool \$89 x 35 hours	\$3,115
TOTAL CUTS		\$65,823

RECREATION CENTER OPERATIONS

PROPOSAL FOR RECREATION AND FITNESS CENTER BREAK EVEN

After evaluating the differential between expenditures and revenues, the gap was approximately \$45,000. The following initiatives would result in a multi-year phase in for rate increase to break even at the Recreation Center. The attached charts show the current rate plan and structure and outlines rate increases in FY17 and FY18.

Beginning January 1, 2017, a 10% rate increase across the board for all rate plans could be instituted. This would close the gap significantly, leaving approximately \$20,000 left to address. In FY18, eliminating the Basic memberships and transitioning all memberships to the Deluxe plan would complete the second phase to reach cost recovery. At that point, the Recreation Center would be at a break-even point. The chart attached shows that at the end of FY18, we would actually be slightly in the black for Rec Center operations. This is based on assumptions related to memberships slightly increasing each year in FY17 and FY18 and that expenditures remain essentially flat over those two fiscal years.

It should be noted that the revenues that could be realized based on the fee adjustments to the Recreation Center would result in the RFC operating slightly in the black (approximately \$20,000 in revenues over and above what it costs to operate the Center in FY18). These revenues could be applied to assist in offsetting the shortfall shown for the pool operations. Moreover, the added non-resident pricing tier for community center and field rentals has the potential to generate another \$19,000, assuming rental numbers remain flat. One option may be for the Council to consider the fee modifications in FY17 and take a "wait and see" approach to the additional pool hour modifications to gauge the impact of these fee changes on overall revenue-expenditure comparison for the combined recreation functions until after FY18.

RFC FEES

CURRENT MEMBERSHIP RATES	Individual Quarterly (3 months)		Senior Individual Quarterly (3 months)		Individual Annual (1 year)		Senior Individual Annual (1 year)		Family Quarterly (3 months)		Senior Family Quarterly (3 months)		Family Annual (1 year)		Senior Family Annual (1 year)	
	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R
Basic Package	\$ 44	\$ 78	\$ 27	\$ 44	\$ 94	\$ 178	\$ 52	\$ 94	\$ 64	\$ 118	\$ 37	\$ 64	\$ 178	\$ 346	\$ 94	\$ 178
Basic Renewal	\$ 34	\$ 68	\$ 17	\$ 34	\$ 84	\$ 168	\$ 42	\$ 84	\$ 54	\$ 108	\$ 27	\$ 54	\$ 168	\$ 336	\$ 84	\$ 168
Deluxe Package	\$ 58	\$ 106	\$ 34	\$ 58	\$ 154	\$ 298	\$ 82	\$ 154	\$ 88	\$ 166	\$ 49	\$ 88	\$ 298	\$ 586	\$ 154	\$ 298
Deluxe Renewal	\$ 48	\$ 96	\$ 24	\$ 48	\$ 144	\$ 288	\$ 72	\$ 144	\$ 78	\$ 156	\$ 39	\$ 78	\$ 288	\$ 576	\$ 144	\$ 288

Renewal rates apply if membership is renewed within 60 days of the expiration date

Deluxe includes the pool and racquetball court.

	Res	Non-R
Walk in Fee	10	20
Guest Fee (w/member)	5	5
Swim Fee (w/Basic Membership)	3	6
Racquetball Fee (w/Basic Membership)	3	6

Increase all membership fees by 10% starting 01/01/2017.

Remove the option to purchase the basic package. No new basic packages will be sold and on 01/01/2018 all membership prices will be "deluxe".

Once basic memberships are gone, we will no longer need to have a "swim fee" or "racquetball fee".

Change all walk in fees to \$10, whether they are with a member as a guest or not.

PROPOSED MEMBERSHIP RATES FOR 01/01/2017	Individual Quarterly (3 months)		Senior Individual Quarterly (3 months)		Individual Annual (1 year)		Senior Individual Annual (1 year)		Family Quarterly (3 months)		Senior Family Quarterly (3 months)		Family Annual (1 year)		Senior Family Annual (1 year)	
	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R	Res	Non-R
Basic Package	\$ 49	\$ 88	\$ 30	\$ 50	\$ 104	\$ 198	\$ 58	\$ 106	\$ 71	\$ 132	\$ 41	\$ 72	\$ 196	\$ 382	\$ 104	\$ 198
Basic Renewal	\$ 39	\$ 78	\$ 20	\$ 40	\$ 94	\$ 188	\$ 48	\$ 96	\$ 61	\$ 122	\$ 31	\$ 62	\$ 186	\$ 372	\$ 94	\$ 188
Deluxe Package	\$ 64	\$ 118	\$ 38	\$ 66	\$ 170	\$ 330	\$ 91	\$ 172	\$ 97	\$ 184	\$ 54	\$ 98	\$ 328	\$ 646	\$ 170	\$ 330
Deluxe Renewal	\$ 54	\$ 108	\$ 28	\$ 56	\$ 160	\$ 320	\$ 81	\$ 162	\$ 87	\$ 174	\$ 44	\$ 88	\$ 318	\$ 636	\$ 160	\$ 320

RFC FEES

	Estimated 2015-16	Proposed 2016-17	Proposed 2017-2018
Revenues*	\$298,000	\$325,000	\$375,083
Expenditures	\$343,899	\$345,000	\$355,000
Attendance	96,000	97,000	98,000
Expenditures Per Person	\$ 3.58	\$3.56	\$3.62
Revenues Per Person	\$ 3.10	\$3.35	\$3.82

Once fees increase on 01/01/2018 we would hopefully break even. This is pending expenses remain somewhat flat and the memberships remain the same or increase.

* Revenue based on projection for remainder of current FY. Year to date revenues are \$279,473

City of La Porte
Recreation & Fitness Center, FY 2015-2016

Summary of Operations
To Date: August 21, 2016
Revenues, Expenditures, Applicable Fees, and Charges

Revenues:

Memberships	
Total Memberships	\$231,417
(includes resident, non-resident, corporate, employee payroll deduct)	
Pro-Shop	0
Miscellaneous Revenues	
Class Registrations (Escrow 20620) includes class walk ins	25,112
General Walkin / Guest Fees	22,944
(Includes pool, hotel, racquetball court fees)	
Total Revenues	\$279,473
Grand Total Revenues	\$279,473

Membership Fees

Basic Membership	Resident	Non-Resident
Individual Quarterly	182	75
Individual Annual	80	22
Family Quarterly	112	10
Family Annual	64	2
Senior Ind. Quarterly	8	8
Senior Ind. Annual	23	9
Senior Fam. Quarterly	11	4
Senior Fam. Annual	13	6

Deluxe Membership	Resident	Non-Resident
Individual Quarterly	64	22
Individual Annual	25	8
Family Quarterly	84	12
Family Annua	45	3
Senior Ind. Quarterly	14	12
Senior Ind. Annua	33	6
Senior Fam. Quarterly	20	6
Senior Fam. Annual	22	4

Expenditures:

Personnel	
Salaries - RFC Staff (includes benefits and 20% of Megan Mainer's salary)	157,090
OT	4,236
Park Maintenance Repairs (includes supplies, chemicals, pumps & motors, bldg maint) No staff time - est.	14,500
Temporary while short staffed in the summer	0
Professional Services	
Janitorial Contract	32,579
A/C Maintenance Agreement (discontinued)	0
A/C Repairs	1,800
Recreation Equip Maint Agreement (8081-5007)	1,800
Instructor Fees- for Classes	29,846
Travel Expenses	0
Advertising	0
Misc.	0
Supplies	
Postage - est.	2
Printing & Reproduction	0
Cleaning Supplies - est.	2,000
Medical Supplies	0
Pool Chemicals - est.	4,500
Misc Supplies (minor equipment, weights, batteries, membership folders and athletic supplies) - est.	5,000
Staff Shirts - est.	694
Rec Edu Equip Repairs - est.	9,000
Services and Charges	
Water - est.	6,690
Electricity - est.	42,082
Natural Gas - est.	11,365
Telephones - est.	1,304
Capital Outlay	
Cardio/Strength Equip. (includes new benches)	16,972
Volleyball System	2,438
Total Expenditures	\$343,899

Attendance - RFC 92,496 VISITS

AVERAGE DAILY ATTENDANCE 257

Total Revenues	\$279,473
<Total Expenditures>	\$343,899
Net Profit/Loss - Actual	-\$64,426

Expenditures per visit	\$3.72
<Less Revenues per visit	\$3.02
Cost of Service Provision - Gen. Fund	\$0.70

Note:

The telephone charges are not charged to Department budgets - telephone included in MIS budget - figure is last year's estimate with a 2% increase
Estimates were provided for the remainder of the year.

LISTING OF ALL RECREATION
EVENTS AND PROGRAMS

Recreation Division Special Events/Programming

FY 15-16 Month	Event/Programs Offered	Contracted/Program/ Event	Event/Program Offered Made	Event/Program Offered Didn't Make
October				
	Year Round Karate (M) @ EK	Contract program	X	
	Year Round Stroller Strides	Contract program	X	
	Year Round Jazzercise	Contract program	X	
10/1/15-5/31/16	Battleground Wrestling (T-TH) @ EK	Contract program	X	
10/2/2015	RFC Weight & Cardio Room Orientation	Program		X
10/2/2015	Flicks @ 5 Points	Event	X	
10/3/2015	Grand Reopening/Open House	Event	X	
10/3/2015	Sunset Sip & Stroll	Event	X	
10/5/16-10/28/2015	Fit4Baby	Contract program		X
10/9/2015	Painting with Pinot	Contract program		X
10/10/2015	Illusion Institute Basketball Camp	Contract program		X
10/10/2015	Broadway Babies	Contract program		X
10/12/2015-12/7/2015	BodyBack	Contract program		X
10/12/15-11/6/15	Water Aerobics	Contract program	X	
10/15/2016	Search for Lafitte's Gold	Event	NA	
10/17/2015	Illusion Institute Basketball Camp	Contract program	X	
10/17/2015	Sunset Sip & Stroll	Event	X	
10/16/2015	Painting with the Family	Contract program	X	
10/16/2015	Friday Night Live	Program		X
10/24/2015	Illusion Institute Basketball Camp	Contract program	X	
10/24/2015	Family Fright Night	Event		Cancelled due to weather
10/27/15-12/8/15	Start Smart Sports Development	Program	X	
10/28/15-1/6/15	Timeless Yoga	Contract program	X	
	Tuesdays Tournament Tuesdays @ Rec Centers	Program	Participation Varies	
	Wednesdays Little Builders @ Brookglen Center	Program	Participation Varies	
	Thursdays Preschool Social Hours @ Brookglen Center	Program		X
	Wednesdays GED Test Prep @ Brookglen Center	Program		X
	Wednesdays GED Test Prep @ Charles Walker Center	Program	Participation Varies	
November				
10/1/15-5/31/16	Battleground Wrestling (T-TH) @ EK	Contract program	X	
10/28/15-1/6/16	Timeless Yoga	Contract program	X	

Year Round Karate (M) @ EK	Contract program	X	
Year Round Stroller Strides	Contract program	X	
Year Round Jazzercise	Contract program	X	
11/2/15-12/2/15 Fit4Baby	Contract program		X
11/6/2015 RFC Weight & Cardio Room Orientation	Program		X
11/6/2015 Flicks @ 5 Points	Event	X	
	Event		Cancelled due to weather
11/7/2015 Sunset Sip & Stroll			Cancelled due to weather
11/13/2015 Painting with Pinot	Contract program		X
11/14/2015 Broadway Babies	Contract program		X
11/11/2015 Veterans WOD	Event	X	
11/16/15-12/18/15 Water Aerobics	Contract program	X	
11/15/2015 La Porte By the Bay Half Marathon	Event	NA	
11/20/2015 Painting with the Family	Contract program	X	
11/20/2015 Friday Night Live	Program		X
11/21/2015 Sunset Sip & Stroll	Event	X	
11/23/15-11/25/15 Camp Turkey	Program		X
Tuesdays Tournament Tuesdays @ Rec Centers	Program	Participation Varies	
Wednesdays Little Builders @ Brookglen Center	Program	Participation Varies	
Thursdays Preschool Social Hours @ Brookglen Center	Program		X
Wednesdays GED Test Prep @ Brookglen Center	Program		X
Wednesdays GED Test Prep @ Charles Walker Center	Program	Participation Varies	
December			
10/1/15-5/31/16 Battleground Wrestling (T-TH) @ EK	Contract program	X	
10/28/15-1/6/16 Timeless Yoga	Contract program	X	
11/16/15-12/18/15 Water Aerobics	Contract program	X	
Year Round Karate (M) @ EK	Contract program	X	
Year Round Stroller Strides	Contract program	X	
Year Round Jazzercise	Contract program	X	
12/3/2015 Christmas on Main	Event	X	
12/4/2015 Flicks @ 5 Points	Event	X	
12/5/2015 MADD Jingle Bell Run & 1 Mile Fun Run	Event	X	
12/5/2015 Sunset Sip & Stroll	Event	X	
12/15/2015 Santa's Calling	Program	X	
12/17/2015 Santa's Calling	Program	X	
12/4/2015 RFC Weight & Cardio Room Orientation	Program		X

11/2/15-12/2/15 Fit4Baby	Contract program		X
12/11/2015 Painting with Pinot	Contract program		X
12/12/2015 Broadway Babies	Contract program		X
12/18/2015 Painting with the Family	Contract program	X	
12/18/2015 Friday Night Live	Program		X
12/19/2015 Sunset Sip & Stroll	Event	X	
12/21/15-12/23/15 Camp Snowflake	Program		X
12/28/15-12/30/15 Camp Blizzard	Program		X
Tuesdays Tournament Tuesdays @ Rec Centers	Program	Participation Varies	
Wednesdays Little Builders @ Brookglen Center	Program	Participation Varies	
Thursdays Preschool Social Hours @ Brookglen Center	Program		X
Wednesdays GED Test Prep @ Brookglen Center	Program		X
Wednesdays GED Test Prep @ Charles Walker Center	Program	Participation Varies	
January			
10/1/15-5/31/16 Battleground Wrestling (T-TH) @ EK	Contract program	X	
Year Round Karate (M) @ EK	Contract program	X	
Year Round Pickup Volleyball	Program	Participation Varies	
Year Round Stroller Strides	Contract program	X	
Year Round Jazzercise	Contract program	X	
1/4/16-1/29/16 Water Aerobics	Contract program	X	
1/5/16-1/26/16 Ballet	Contract program		X
1/5/16-1/28/16 Ballet & Jazz	Contract program		X
1/5/16-2/9/16 Start Smart Basketball	Program	X	
1/7/16-1/28/16 Jazz	Contract program		X
1/8/2016 Sunset Sip & Stroll	Event		Cancelled due to Holiday Weekend
1/8/2016 Painting with Pinot	Contract program	X	
1/11/16-2/18/16 Fighter Fit Boot Camp	Contract program		X
1/15/2016 Painting with the Family	Contract program	X	
1/16/216 Sunset Sip & Stroll	Event	X	
1/16/16-2/20/16 TAAF Youth Basketball	Program	X	
1/24/16-3/6/16 Adult 5 X 5 Basketball	Program		X
1/23/16-3/5/16 Ultimate Frisbee	Program		X
1/28/16-3/17/16 Timeless Yoga	Contract program	X	
Tuesdays Tournament Tuesdays @ Rec Centers	Program	Participation Varies	
Wednesdays Little Builders @ Brookglen Center	Program	Participation Varies	

Thursdays	Preschool Social Hours @ Brookglen Center	Program		X
Wednesdays	GED Test Prep @ Brookglen Center	Program		X
Wednesdays	GED Test Prep @ Charles Walker Center	Program	Participation Varies	

Feburary

10/1/15-5/31/16	Battleground Wrestling (T-TH) @ EK	Contract program		X
1/5/16-2/9/16	Start Smart Basketball	Program		X
1/16/16-2/20/16	TAAF Youth Basketball	Program		X
1/28/16-3/17/16	Timeless Yoga	Contract program		X
Year Round	Karate (M) @ EK	Contract program		X
Year Round	Pickup Volleyball	Program	Participation Varies	
Year Round	Stroller Strides	Contract program		X
Year Round	Jazzercise	Contract program		X
2/2/16-2/23/16	Ballet	Contract program		X
2/2/16-2/25/16	Ballet & Jazz	Contract program		X
2/4/16-2/25/16	Jazz	Contract program		X
2/6/2016	Sunset Sip & Stroll	Event		X
2/8/16-3/4/16	Water Aerobics	Contract program		X
2/12/2016	Father Daughter Dance	Event		X
2/20/2016	Mardi Gras on Main & Sunset Sip & Stroll	Event		X
Tuesdays	Tournament Tuesdays @ Rec Centers	Program	Participation Varies	
Wednesdays	Little Builders @ Brookglen Center	Program	Participation Varies	
Thursdays	Preschool Social Hours @ Brookglen Center	Program		X
Wednesdays	GED Test Prep @ Brookglen Center	Program		X
Wednesdays	GED Test Prep @ Charles Walker Center	Program	Participation Varies	

March

10/1/15-5/31/16	Battleground Wrestling (T-TH) @ EK	Contract program		X
1/28/16-3/17/16	Timeless Yoga	Contract program		X
Year Round	Karate (M) @ EK	Contract program		X
Year Round	Pickup Volleyball	Program	Participation Varies	
Year Round	Stroller Strides	Contract program		X
Year Round	Jazzercise	Contract program		X
3/1/16-3/29/16	Ballet	Contract program		X
3/1/16-3/31/16	Ballet & Jazz	Contract program		X
3/3/16-3/31/16	Jazz	Contract program		X
3/5/2016	Sunset Sip & Stroll	Event		X

3/12/2016	Servolution	Event	X
3/14/16-3/18/16	Spring Break Camp	Program	
3/14/16-4/8/16	Water Aerobics	Contract program	X
3/19/2016	Sunset Sip & Stroll	Event	X
3/19/2016	Easter Egg Hunt	Event	X
Tuesdays	Tournament Tuesdays @ Rec Centers	Program	Participation Varies
Wednesdays	Little Builders @ Brookglen Center	Program	Participation Varies
Thursdays	Preschool Social Hours @ Brookglen Center	Program	X
Wednesdays	GED Test Prep @ Brookglen Center	Program	X
Wednesdays	GED Test Prep @ Charles Walker Center	Program	Participation Varies
April			
10/1/15-5/31/16	Battleground Wrestling (T-TH) @ EK	Contract program	X
Year Round	Karate (M) @ EK	Contract program	X
Year Round	Pickup Volleyball	Program	Participation Varies
Year Round	Pickup Pickleball	Program	X
Year Round	Stroller Strides	Contract program	X
Year Round	Jazzercise	Contract program	X
4/2/2016	Sunset Sip & Stroll	Event	X
4/5/16-4/26/16	Ballet	Contract program	X
4/5/16-4/26/16	Ballet & Jazz	Contract program	X
4/6/16-5/26/16	Timeless Yoga	Contract program	X
4/6/16-5/25/16	Little Builders	Program	X
4/7/16-4/28/16	Jazz	Contract program	X
4/8/16-4/25/16	Refit	Contract program	X
4/14/16-5/19/16	Spanish for Beginners	Program	X
4/15/2016	Flicks @ 5 Points - Breakfast at Tiffany's	Event	X
4/16/2016	Sunset Sip & Stroll	Event	X
4/16/2016	Airing of the Quilts	Event	X
4/18/16-5/15/16	Water Aerobics	Contract program	X
Mondays	homework, arts & crafts, rec games, computer @ Rec Centers	Program	Participation Varies
Tuesdays	homework, tournament Tuesday, computer @ Rec Centers	Program	Participation Varies
Wednesdays	homework, exploration, computer @ Rec Centers	Program	Participation Varies

Thursdays	homework, team sports, computer @ Rec Centers	Program	Participation Varies
Fridays	homework, arts & crafts, rec games, computer @ Rec Centers	Program	Participation Varies
May			
10/1/15-5/31/16	Battleground Wrestling (T-TH) @ EK	Contract program	X
4/6/16-5/26/16	Timeless Yoga	Contract program	X
Year Round	Karate (M) @ EK	Contract program	X
Year Round	Pickup Volleyball	Program	Participation Varies
Year Round	Pickup Pickleball	Program	X
Year Round	Stroller Strides	Contract program	X
Year Round	Jazzercise	Contract program	X
5/3/16-5/31/16	Ballet	Contract program	X
5/3/16-5/31/16	Ballet & Jazz	Contract program	X
5/3/16-5/31/16	Refit	Contract program	X
5/5/16-5/26/16	Jazz	Contract program	X
5/23/16-6/17/16	Water Aerobics	Contract program	X
5/24/16-8/2/16	Ultimate Frisbee	Program	X
5/26/16-8/4/16	Adult 5 V 5 Basketball	Program	X
5/27/2016	Flicks @ Five Points - The Incredibles	Event	X
Mondays	homework, arts & crafts, rec games, computer @ Rec Centers	Program	Participation Varies
Tuesdays	homework, tournament Tuesday, computer @ Rec Centers	Program	Participation Varies
Wednesdays	homework, exploration, computer @ Rec Centers	Program	Participation Varies
Thursdays	homework, team sports, computer @ Rec Centers	Program	Participation Varies
Fridays	homework, arts & crafts, rec games, computer @ Rec Centers	Program	Participation Varies
June			
Unknown	Black History	Event	X
Year Round	Karate (M) @ EK	Contract program	X
Year Round	Pickup Volleyball	Program	Participation Varies
Year Round	Pickup Pickleball	Program	X

Year Round	Stroller Strides	Contract program	X
Year Round	Jazzercise	Contract program	X
6/3/2016	Flicks @ 5 Points - The Sandlot	Event	X
6/6/16-6/10/16	Camp Kokomo Week 1	Program	X
6/6/16-6/16/16	Young Athletes Sports Clinic - Volleyball	Program	X
6/7/16-6/30/16	Refit	Contract program	X
6/8/16-6/28/16	Timeless Yoga	Contract program	X
6/10/2016	Flicks @ 5 Points - Home	Event	X
6/12/2016	Adult Triathlon	Event	X
6/13/16-6/17/16	Camp Kokomo Week 2	Program	X
6/13/16-6/16/16	Ballet & Jazz Camp	Program	X
6/17/2016	Flicks @ 5 Points - Inside Out	Event	X
6/20/16-6/30/16	Young Athletes Sports Clinic - Soccer	Program	X
6/20/16-6/24/16	Ballet & Jazz Camp	Program	X
6/20/16-6/24/16	Camp Kokomo Week 3	Program	X
6/27/16-7/1/16	Camp Kokomo Week 4	Program	X
6/27/16-7/22/16	Water Aerobics	Contract program	X
Mondays	homework, arts & crafts, rec games, computer @ Rec Centers	Program	Participation Varies
Tuesdays	homework, tournament Tuesday, computer @ Rec Centers	Program	Participation Varies
Wednesdays	homework, exploration, computer @ Rec Centers	Program	Participation Varies
Thursdays	homework, team sports, computer @ Rec Centers	Program	Participation Varies
Fridays	homework, arts & crafts, rec games, computer @ Rec Centers	Program	Participation Varies
July			
6/27/16-7/22/16	Water Aerobics	Contract program	X
Year Round	Karate (M) @ EK	Contract program	X
Year Round	Pickup Volleyball	Program	Participation Varies
Year Round	Pickup Pickleball	Program	X
Year Round	Stroller Strides	Contract program	X
Year Round	Jazzercise	Contract program	X
Ongoing	Private Swim Lessons	Program	X
7/1/2016	Flicks @ 5 Points - Finding Nemo	Event	X

7/4/2016 4th of July @ the Wave Pool	Event	X	
7/5/16-9/28/16 Sup Core Pilates	Contract program	X	
7/7/16-7/8/16 TAAF Region 1 Track & Field Meet	Event	X	
7/8/2016 Flicks @ 5 Points - Lorax	Event	X	
7/15/2016 Flicks @ 5 Points - Penguins of Madagascar	Event	X	
7/22/2016 Flicks @ 5 Points - Ice Age 4	Event	X	
7/29/2016 Flicks @ 5 Points - Minions	Event	X	
7/5/16-7/8/16 Camp Kokomo Week 5	Program	X	
7/5/16-7/8/16 Swimming Lessons	Program	X	
7/5/16-7/28/16 Refit	Contract program	X	
7/5/16-8/16/16 Intro to Fencing	Contract program		X
7/11/16-8/19/16 Premiere Fit Boot Camp	Contract program		X
7/11/16-7/21/16 Young Athletes Sports Clinic - Basketball	Program		X
7/11/16-7/29/16 Tennis	Contract program		X
7/11/16-7/14/16 Swimming Lessons	Program	X	
7/11/16-7/14/16 Ballet & Jazz Camp	Program	X	
7/11/16-7/15/16 Camp Kokomo Week 6	Program	X	
7/12/2016 Double Dip Day - San Jacinto	Event	X	
7/14/2016 Public Safety Pool Party - San Jacinto	Event	X	
7/25/16-7/29/16 Ballet & Jazz Camp	Program	X	
7/18/16-7/21/16 Swimming Lessons	Program	X	
7/18/16-7/22/16 Camp Kokomo Week 7	Program	X	
7/20/2016 Self Defense	Contract program	X	
7/19/2016 Double Dip Day - Northwest	Event	X	
7/21/2016 Public Safety Pool Party - Northwest	Event	X	
7/25/16-7/28/16 Swimming Lessons	Program	X	
7/25/16-7/29/16 Camp Kokomo Week 8	Program	X	
7/26/2016 Double Dip Day - Fairmont	Event	X	
7/28/2016 Public Safety Pool Party - Fairmont	Event	X	
Sundays Sup Core Lessons & Techniques	Contract program		X
homework, arts & crafts, rec games, computer @			
Mondays Rec Centers	Program		Participation Varies
homework, tournament Tuesday, computer @ Rec			
Tuesdays Centers	Program		Participation Varies
Wednesdays homework, exploration, computer @ Rec Centers	Program		Participation Varies

Thursdays homework, team sports, computer @ Rec Centers	Program	Participation Varies
homework, arts & crafts, rec games, computer @ Fridays Rec Centers	Program	Participation Varies
August		
7/6/16-9/28/16 Sup Core Pilates	Contract program	X
Year Round Karate (M) @ EK	Contract program	X
Year Round Pickup Volleyball	Program	Participation Varies
Year Round Pickup Pickleball	Program	X
Year Round Stroller Strides	Contract program	X
Year Round Jazzercise	Contract program	X
Ongoing Private Swim Lessons	Program	X
8/1/16-9/31/16 Camp Gladiator	Contract program	X
8/11/16-8/26/16 Water Aerobics	Contract program	X
8/1/16-8/4/16 Swimming Lessons	Program	X
8/1/16-8/5/16 Camp Kokomo Week 9	Program	X
8/2/16-9/1/16 Refit	Contract program	X
8/3/16-9/7/16 Start Smart Football	Program	X
8/5/2016 Flicks @ 5 Points - Frozen	Event	X
8/8/16-8/12/16 Ballet & Jazz Camp	Program	X
8/8/16-8/26/16 Tennis	Contract program	X
8/8/16-8/11/16 Swimming Lessons	Program	X
8/8/16-8/12/16 Kids Sup Camp	Contract program	X
8/9/2016 Masters Dance Class	Contract program	X
8/11/2016 Masters Dance Class	Contract program	X
8/11/16-10/13/16 Men's TAAF Basketball	Program	X
8/12/2016 Flicks @ 5 Points - Wreck - it Ralph	Event	X
8/15/16-8/18/16 Swimming Lessons	Program	X
8/16/2016 Masters Dance Class	Contract program	X
8/16/2016 Masters Dance Class	Contract program	X
8/19/2016 Flick & Float - Surf's Up	Event	TBD
8/25/16-9/29/16 Zombie Survival Camp (archery)	Program	X
Sundays Sup Core Lessons & Techniques	Contract program	X
homework, arts & crafts, rec games, computer @ Mondays Rec Centers	Program	Participation Varies

homework, tournament Tuesday, computer @ Rec Tuesdays Centers	Program	Participation Varies
Wednesdays homework, exploration, computer @ Rec Centers	Program	Participation Varies
Thursdays homework, team sports, computer @ Rec Centers	Program	Participation Varies
homework, arts & crafts, rec games, computer @ Fridays Rec Centers	Program	Participation Varies
September		
7/6/16-9/28/16 Sup Core Pilates	Contract program	TBD
8/1/16-9/31/16 Camp Gladiator	Contract program	TBD
Year Round Karate (M) @ EK	Contract program	TBD
Year Round Pickup Volleyball	Program	TBD
Year Round Pickup Pickleball	Program	TBD
Year Round Stroller Strides	Contract program	TBD
Year Round Jazzercise	Contract program	TBD
9/1/16-11/3/16 City University	Program	X
9/5/16-9/29/16 Refit	Contract Program	TBD
9/5/16-9/23/16 Tennis	Contract program	TBD
9/6/16-9/30/16 Water Aerobics	Contract program	TBD
9/14/16-10/19/16 Start Smart Lacrosse	Program	TBD
9/17/2016 Adult 3 V 3 Basketball	Program	TBD
Sundays Sup Core Lessons & Techniques	Contract program	TBD
homework, arts & crafts, rec games, computer @ Mondays Rec Centers	Program	TBD
homework, tournament Tuesday, computer @ Rec Tuesdays Centers	Program	TBD
Wednesdays homework, exploration, computer @ Rec Centers	Program	TBD
Thursdays homework, team sports, computer @ Rec Centers	Program	TBD
homework, arts & crafts, rec games, computer @ Fridays Rec Centers	Program	TBD

EMERGENCY MANAGEMENT POSITION INFORMATION

JUSTIFICATION FOR THE PROPOSED SECRETARY I POSITION IN EMERGENCY MANAGEMENT

Kristin Gauthier, Emergency Management Coordinator

Mayor and Council,

I appreciate the opportunity to provide more information on the proposed Secretary I position for the Office of Emergency Management. We believe the position is wholly consistent with the goals and purpose of the division. The goal of this document and attachments are to provide you with background information on the responsibilities of the Office of Emergency Management and La Porte, Morgan's Point, and Shoreacres Local Emergency Planning Committee (LEPC), as well as how they relate to and support each other. The job description explains the responsibilities of the proposed position. I will be happy to answer any questions or provide additional backup, as needed.

Background on the Responsibilities of the Office of Emergency Management and LEPC

The full-time emergency management program in La Porte was established in 2004. The main responsibility of the Office of Emergency Management is to mitigate, prepare for, respond to, and recover from disasters or emergency situations that may affect the city. This involves an analysis of the hazards in our area, which include: flooding, hurricanes, storm surge, severe weather, hazardous materials/chemicals, etc. Based on these hazards, it is our responsibility to ensure emergency plans are in place, employees and response personnel are trained on how to respond, plans are exercised and continuously improved, the public is prepared, and the City has a system in place for a coordinated response and recovery effort. Working closely with the LEPC to carry out these responsibilities has been, and continues to be, one of the primary roles of our Office.

The goals identified by our division can be seen in Council's budget packet beginning on Page 3-49. In addition, our Office seeks to achieve the objectives established by Council Goal 3 of the City's Strategic Plan, which states, "Ensure that all departments and facilities are prepared for emergencies and disasters on an annual basis".

Local Emergency Planning Committees (LEPCs) were established by the Emergency Planning and Community Right-to-Know Act (EPCRA) in 1986. The La Porte, Morgan's Point, and Shoreacres LEPC originally formed in 1987. Per the Environmental Protection Agency (EPA) and the National Association of State Title III Program Officials (NASTTPO), the main roles of the LEPC are to:

- Form a partnership with local governments and industries as a resource for hazardous materials/chemical incident planning.
- Be part of a community-wide, all-hazards planning effort to produce a community emergency operations plan that includes plans for hazardous materials/chemical incidents (Annex Q to the City's Emergency Operations Plan).
- Implement programs that identify risks, improve planning, and evaluate planning and training through drills and exercises.
- Utilize these opportunities to assess the response capabilities of the community.
- Actively promote or conduct community right-to-know efforts so that members of the public are (1) better aware of hazards in the community and (2) better understand their own preparedness obligations and opportunities.

Partnership between the City of La Porte and LEPC: Joint Efforts

The Office of Emergency Management and LEPC share many of the same responsibilities, as they relate to the risk of hazardous materials/chemical incidents in our area. These include planning, public education, training and exercises, emergency communications, hazard analysis, etc. The LEPC considers the various sources of hazardous materials/chemicals in our area (fixed facilities, pipelines, railways, truck traffic, and waterways). Some of the joint projects between the LEPC and City that have either been fully or partially funded by the LEPC include:

- Wally Wise Shelter-in-Place educational program for elementary school-aged children. This program has been in place since the early 1990's; Shelter-in-Place program and drill for Baker 6th Grade Campus.
- Annual Health & Safety Fair that has been in place since 1996, and has grown to include over 100 exhibitors and 1,500+ attendees.
- Initial purchase of the outdoor warning sirens that are used to alert the public during a chemical emergency. The LEPC now budgets \$5,000 per year to assist the City with maintenance of the sirens.
- Purchase of the main informational signs in City parks through a joint project with the City in 2012.
- Sponsor of the City of La Porte's Household Hazardous Waste Collection Day.
- Purchase of the Alertus beacons that are installed in City and school district buildings to provide warning during a chemical emergency and other emergencies.
- The emergency preparedness guides, Shelter-in-Place literature and educational video, and the new Emergency Preparedness App (Ready LP).
- Shelter-in-Place training for La Porte ISD new teachers, substitute teachers, bus drivers, and auxiliary staff.
- Review of Annex Q, Hazardous Materials, to the City's Emergency Operations Plan.
- Recipient of the Hazardous Materials Emergency Preparedness (HMEP) Planning Grant to conduct a Commodity Flow Study and Transportation Risk Management Plan for the La Porte area.
- Hazardous materials/chemical-related drills and exercises.

All of the examples listed above are and/or continue to be joint projects carried out by the LEPC and Office of Emergency Management. All of the projects sponsored by the LEPC directly benefit the City and citizens of La Porte. The LEPC goes above and beyond the requirements under EPCRA to be extremely proactive in preparing the community for a hazardous materials/chemical incident. Through this shared mission, the relationship between the LEPC/industry and the City has continued to grow stronger throughout the years.

Main Benefits of the Position for the City and LEPC

We are proud that the La Porte, Morgan's Point, and Shoreacres LEPC has been recognized as one of the most proactive LEPCs in Texas and the United States. This can be attributed to the strong relationship that exists between the LEPC and City of La Porte. The main overlap between the two organizations relates to planning and community outreach for hazardous materials/chemical preparedness. When it comes to these efforts, the LEPC has served as an unofficial extension of the Office of Emergency Management for many years, providing support for programs that allow the City to achieve the goals of its emergency management program.

The proposed position would allow the LEPC to provide greater support for the Office of Emergency Management and the joint programs of the City and LEPC. In addition, it would provide greater administrative support for our office, which would allow us to focus even more on planning, training, exercises, mitigation efforts, and community outreach. Our goal is to continue to be proactive in our office and remain a leading LEPC in the nation.

In the Office of Emergency Management, we are passionate about the work we do and want to give our best to the City, as well as the residents, businesses, and visitors we serve. We have learned that relationships are critical to a successful emergency management program. I strongly believe this joint effort with the LEPC will both enhance the City's emergency management program and strengthen our ability to continue partnering with the LEPC.



**CITY OF LA PORTE
SECRETARY I
JOB DESCRIPTION**

FLSA CLASSIFICATION: Non-Exempt

PAY GRADE: 013

DEFINITION

To perform a wide variety of complex secretarial and administrative duties for the Office of Emergency Management and La Porte, Morgan's Point, and Shoreacres Local Emergency Planning Committee (LEPC).

DISTINGUISHING CHARACTERISTICS

A thorough knowledge of a body of technical information beyond normal Department policies and procedures, and the use of independent judgment in applying the body of technical information in the performance of an important Division function.

The responsibility for supervising and insuring the timely processing of bookings, applications or other items through several departments and the assembly of varied and non-routine reports and background materials for outside agencies.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Emergency Management Coordinator. May receive functional supervision from the Assistant Emergency Management Coordinator.

ESSENTIAL JOB FUNCTIONS

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

Type and proofread a variety of reports, letters, memos, and statistical charts.

Independently compose correspondence related to responsibilities assigned.

Maintain department files, to include: NIMS certificates, grant records, contracts and agreements, training and exercise documents, etc.

May assist in the administration of preparing comprehensive reports for the division and compiling budget requests.

Conduct special studies relating to the development and implementation of procedures and policies relating to functions assigned.

Perform general clerical work including filing, payroll and purchasing information.

Assist in management of grants.

Maintain the OEM, LEPC and Safety Fair websites.

Research, compile and analyze data for special projects; collect and assemble data and background materials for a variety of reports.

Perform related duties as assigned.

ESSENTIAL JOB FUNCTIONS CONTINUED

Serves as the LEPC Coordinator, which may include, but is not limited to, the following duties:

- Attend and take minutes of all meetings; track attendance records; keep current contact records for LEPC members and subcommittee members; track subcommittee involvement; respond to inquiries from LEPC members and outside agencies.
- Manage LEPC budget. Prepare monthly budget reports. Assist in annual budget development.
- Assist in the organization of community outreach events.
- Assist in the development of community outreach materials and presentations.
- Order and distribute LEPC materials and promotional items.
- Post meeting minutes, budget reports, attendance records and other documents to the LEPC website.
- Coordinate monthly LEPC meetings. Distribute meeting notices, order lunch, and purchase needed supplies.
- Track annual Tier II Reports for the LEPC.

PHYSICAL REQUIREMENTS

For indefinite periods of time - mobility within an office environment; exposure to dust/mites, and electrical hazards; writing; walking; typing; twisting body; stooping; standing; squatting; sorting; sitting; seeing; grasping; filing; kneeling; data entry; cleaning; reading; lifting, carrying, pushing, and pulling up to 10 pounds; reaching above shoulder level; using both hands for simple and firm grasping; clarity of hearing; communicating clearly and effectively, in person and by telephone; operation of calculator and personal computer; operation of a variety of office tools and equipment.

QUALIFICATIONS

Knowledge of:

English usage, grammar, spelling, and punctuation.
Modern office methods, procedures, and equipment and business letter writing.
Record keeping principles and procedures. Microsoft Office Suite software.

Ability to:

Understand the organization and operation of the City, and of outside agencies as necessary to assume assigned responsibilities.
Communicate clearly and concisely, both orally and in writing.
Learn department policies, procedures, organization and operating details.
Type at a speed necessary for adequate job performance. Operate a personal computer.

TRAINING AND EXPERIENCE

One year of clerical experience comparable to that of a Clerk I in the City of La Porte and a High School Diploma or GED, supplemented by specialized clerical college level courses.

LICENSES AND CERTIFICATES

Possession of a valid Texas Drivers License

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

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

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

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

Employee Name

Date

LA PORTE OFFICE OF EMERGENCY MANAGEMENT PERSONNEL

Emergency Management Coordinator	Assistant Emergency Management Coordinator	Secretary (Proposed)
<p>Coordinates and manages the emergency management program and procedures among federal, state and local governmental and private entities. Ensures the establishment, and monitors the effectiveness for, an Emergency Operations Center, including operational readiness status efforts in disaster and emergency situations throughout the City and surrounding areas.</p> <ul style="list-style-type: none"> • Responsible for designing, acquiring, and maintaining a readiness status of emergency management systems requiring high alert status or response to emergencies. Systems include Emergency Operations Center, EOC telecommunications, personal mobilization and assignment, recovery, and reporting systems. • Provides key officials the necessary decision-making information to save lives and protect property. • Consults with local, state and federal officials on policy, regulations and legislation, and ensures adherence to state and federal statutes, regulations and guidelines. Advises the City Manager on actions required resulting from the legislation or regulations. • Participates in and provides training for emergency preparedness to employees and volunteers. • Assists in providing warning and survival information to citizens before, during, and after emergencies affecting the City. • Serves as the City's liaison among county, state, and federal emergency management organizations. • Ensures development and implementation of emergency plans, policies, and procedures to accomplish goals of the City. • Reviews departments' performance and effectiveness and develops programs or policies to alleviate deficiencies. • Develops and provides emergency management presentations to community organizations. • Develops and oversees management of the annual budget. 	<p>Assists the Emergency Management Coordinator in overseeing and coordinating various emergency management programs to include: development and implementation of emergency plans, policies and procedures; drill and exercise program management; education and training development; emergency response and recovery efforts; and public education and outreach. Ensures efficient operation of the division and aids with City activities involving the planning, preparedness, response, recovery, and mitigation of an emergency or disaster.</p> <ul style="list-style-type: none"> • Oversees development and maintenance of plans to include emergency management plans and annexes, continuity of operations, hazard mitigation, and debris management plans. • Reviews and updates the Annexes of the City's Emergency Operations Plan, updating information and reflecting changes of personnel, contact numbers or procedures. Ensures the annexes are compliant with State and Federal requirements. • Designs drills and exercises to test the plans in order to address any deficiencies or increase in risks. • Assists with coordinating City staff to maintain a city-wide emergency management program. Provides a framework for responding in any emergency situation. • Acts as the liaison between local, state and federal officials in scheduling meetings, regional hazard mitigation and planning efforts, grants management, and disaster assistance. • Educates citizens and business leaders about emergency preparedness and assists City officials with emergency management programs and activities. • Identifies emergency management and National Incident Management System (NIMS) training needs for City employees. Coordinates annual NIMS training programs. • Assists in the preparation of an annual budget for Emergency Management. • Coordinates FEMA projects and assists with recovery processes within each department. 	<p>Ensures efficient operation of the division and aids with City activities involving the planning, preparedness, response, recovery, and mitigation of an emergency or disaster. Supports the Emergency Management Coordinator (EMC) and Assistant EMC in development of emergency management programs.</p> <ul style="list-style-type: none"> • Type and proofread a variety of reports, letters, memos, and statistical charts. • Independently compose correspondence related to responsibilities assigned. • Maintain department files, to include: NIMS certificates, grant records, contracts and agreements, training and exercise documents, etc. • May assist in the administration of preparing comprehensive reports for the division and compiling budget requests. • Conduct special studies relating to the development and implementation of procedures and policies relating to functions assigned. • Perform general clerical work including filing, payroll and purchasing information. • Assist in management of grants. • Maintain the OEM, LEPC and Safety Fair websites. • Research, compile and analyze data for special projects; collect and assemble data and background materials for a variety of reports. • Perform related duties as assigned. • Serves as the LEPC Coordinator, which may include, but is not limited to, the following duties: • Attend and take minutes of all meetings; track attendance records; keep current contact records for LEPC members and subcommittee members; track subcommittee involvement; respond to inquiries from LEPC members and outside agencies.

LA PORTE OFFICE OF EMERGENCY MANAGEMENT PERSONNEL

<ul style="list-style-type: none"> • Directs and manages Emergency Operations Center activities during a disaster or emergency event. Ensures the overall coordination of emergency management systems during emergency operations and effectively manages all phases of emergency activities. • Supervises the Assistant Emergency Management Coordinator. • Provides functional supervision of the LEPC Coordinator. • Attends meetings, seminars, conferences and training courses to enhance professional development knowledge and skills in Emergency Management. • Serves as a liaison between the City and Local Emergency Planning Committee (LEPC) and other community organizations to carry out emergency management programs. • Coordinates with industry representatives and associations before, during, and after an incident. • Ensures necessary contracts and mutual aid agreements are in place to provide for response and recovery efforts following an incident. • Manages program for emergency communications with industry, City employees, La Porte ISD, and the public. 	<ul style="list-style-type: none"> • Prepares and makes presentations regarding emergency management to City staff, residents, associations and civic organizations. • Conducts hazard identification and planning, capability assessments, and vulnerability analyses. Reviews and enhances the hazards analysis and associated risk assessment to reflect changes in the community. • Serves as Planning Section Chief during activation of the EOC. • Serves on the LEPC Executive Committee. • Assists the Emergency Management Coordinator in development and implementation of new emergency management program initiatives. • Attends meetings, seminars, conferences and training courses to enhance professional development knowledge and skills in Emergency Management. 	<ul style="list-style-type: none"> • Manages LEPC budget. Prepare monthly budget reports. Assist in annual budget development. • Assist in the organization of community outreach events. • Assist in the development of community outreach materials and presentations. • Order and distribute LEPC materials and promotional items. • Post meeting minutes, budget reports, attendance records and other documents to the LEPC website. • Coordinate monthly LEPC meetings. Distribute meeting notices, order lunch, and purchase needed supplies. • Track annual Tier II Reports for the LEPC.
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4B ELIGIBILITY FOR PROJECTS



City of La Porte

Established 1892

City Manager's Office

The City of La Porte embraces our heritage, community values and opportunities, while enhancing the quality of life for our citizens.

Date: August 19, 2016

To: Mayor and Council

From: Traci E. Leach, Assistant City Manager

RE: Eligibility of Certain Projects for Development Corporation Funding

At the August 15 and 16, 2016 Budget workshop, the Council identified several beautification/quality of life projects for staff follow-up. The projects identified included:

- Constructing a new fence along Wharton Weems at the Golf Course property
- Enhancing the landscaping along SH 146
- Community Cooperation Projects
- Beautification along Spencer Highway (railroad overpass bridges and along the stretch from Farrington to Underwood)

After consulting with the City Attorney on these projects and reviewing the statute governing the use of EDC funds, I would like to offer the following information:

- **Golf Course Fence along Wharton Weems Blvd:** This is a project that could be funded via the EDC. Staff obtained two different quotes.
 - The first has a scope that include the installation of masonry pillars with decorative wrought iron fencing, plus removal of existing vegetation and fencing. Masonry pillars would be placed every 50 feet and the project limits would include approximately 970 linear feet of fence/pillar. This quote is priced at \$250,000 (see Exhibit A). This price does not include any project contingency. Should the Council like to move forward with this project, a contingency amount is recommended.
 - The second quote includes removal of existing vegetation, removal of existing fencing, and installation of wrought iron fencing only (no masonry columns). The price for this quote is \$101,000 (See Exhibit B). This price does not include any project contingency. Should the Council like to move forward with this project, a contingency amount is recommended.
- **Community Cooperation Projects:** In very specific instances, these are projects that the EDC could fund. Projects would need to be located in one of the City's public parks. There have been several park projects that would have qualified for this in previous years. Should Council desire to have the EDC fund Community Cooperation Projects, staff would recommend a hybrid funding approach, with \$10,000 allocated in the EDC Fund and \$20,000 in the General Fund CIP (Fund 015). This is slightly more than what has been budgeted in the past. However, there has been a wait list during some years of the program. The Fund 015 amount could fund projects like neighborhood entryway signs, neighborhood security improvements, and entryway beautification.

- **Enhancing Landscaping Along SH 146:** This is a project that could be funded via the EDC. Should the Council desire to move forward with a project for SH 146 landscape enhancement, staff would begin discussions with TXDOT regarding what would be allowed and begin looking at options for consideration.
- **Construction of a Recreation Center:** This is a project that could be funded via the EDC. Should the Council desire to move forward with a project for a second Recreation Center, staff would begin reviewing the logistics and provide additional information to the Council for consideration. Location, operating costs, and maintenance will be important factors for identifying the upfront capital expenditure plus the on-going operational impact.
- **Beautification/Fencing/Screening along Spencer Highway:** This is a project that could be funded via the EDC. Staff has had preliminary discussions with the County and are working towards developing some concept renderings to give staff and Council an idea of what type of options would work best and look best. Final cost estimates would not be available until a final scope of work has been identified. Initial funding that has been identified is the Tree Fund. However, should additional funding be necessary (and that is very likely), the EDC could assist.

EXHIBIT A



PASADENA FENCE CO.

2722-A Dedman St.
Pasadena, TX 77503
Office: 281-998-9190 Fax: 281-998-9890

JOB#

<input type="checkbox"/>	New Construction
<input type="checkbox"/>	Repair/Remodeling
<input type="checkbox"/>	Res <input type="checkbox"/> Com <input type="checkbox"/>
<input type="checkbox"/>	Taxable Yes <input type="checkbox"/> No <input type="checkbox"/>

SOLD TO: BAY FOREST GOLF COURSE

BILLING ADDRESS: 201 bayforest dr. LaPORTE TX. Cross Street: _____

CONTACT: ALEX. PROJECT NAME: _____ CUST PO: _____

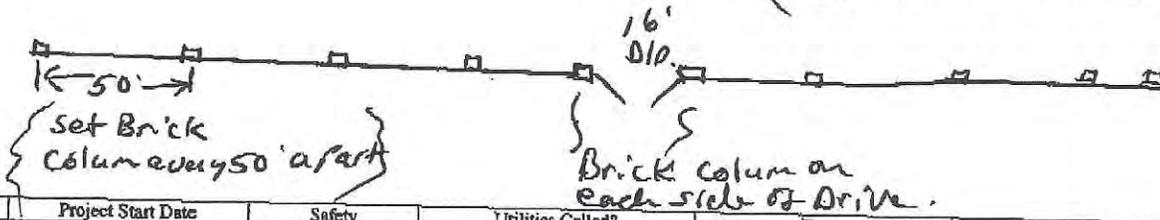
MAIN PHONE: 281-744-5143 PROJECT ADD: _____ DATE: 8-15-16

FAX: _____ TERMS: 1/2 DOWN

Height of fence	6' Iron fence (powder coated black)		950'	of	6'	Fence	IRON		55.	\$ 52,250.00
Fabric (Ga)	3/4" x 3/4" pickets (4" on centers)		950'		Of removal and haul off		@	2.00		1,900.00
Rails	3-1 1/4" X 1 1/4"		950'		Clear all underbrush, and small trees and haul off		@			\$ 5,800.00
Line Posts	3" X 3" Set 8' on centers)		Holes	8' x 36		Terminal Posts	@			
Terminal Posts			Holes			GATE Posts	@			
Gate Posts	4" x 4"		Holes	118-3" x 3" post (set 8' on cts)		@	55			\$ 6,490.00
Grade			Gate	16' double gt.		@				\$ 2,000.00
B.W.	Y <input type="checkbox"/> N <input type="checkbox"/> IN <input type="checkbox"/> Out <input type="checkbox"/> V <input type="checkbox"/>		19-24" x 24" x 6" brick columns, with a 2" white cap at top/with a 30" x 4 ft .deep concrete pair, with rebar, for column to sit on, \$ 3,000.00 each							\$ 57,000.00
Gate Frame			Note: one side of road will be -----							\$ 125,000.00
Bottom Tension Wire			Other side of road will be -----							\$ 125,000.00
Contact on Site:										
Ph:	Pgr/Mbl									
									Total	\$ 250,000.00

PROPOSED NEW 6' IRON FENCE, 3-RAILS (POWDERCOATED BLACK)

(Total 970' for each side.)



Ready	Project Start Date	Safety	Utilities Called?			Date:	Transmittal#:
	/ /	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	/ /			

CONTRACT CONDITIONS:

MORE OR LESS MATERIAL OTHER THAN THE AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE.
ACCEPTANCE - The above proposal when accepted by the Company, at its main office, becomes a contract between two parties and is not subject to cancellation. Silence on the part of the Company shall not be construed as an acceptance of this proposal. In case Payment is not made as specified in (Terms of Payment) the property owner expressly gives the Company or its assignee the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession. PROPERTY OWNER is solely responsible for locating, staking, and clearing fence lines. Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands there is no warranty on wood fence materials. Notice: If contract is changed after the erection crew delivers the material there will be a \$100.00 per hour charge for time lost. If contract is cancelled at 25% charge of the total contract price will be charged.

SALESMAN DENNIS EVERETT

CUSTOMER _____

EXHIBIT B



PASADENA FENCE CO.

2722-A Dedman St.
Pasadena, TX 77503
Office: 281-998-9190 Fax: 281-998-9890

JOB# _____
 New Construction
 Repair/Remodeling
 Res Com
 Taxable Yes No

SOLD TO BAY FOREST GOLF COURSE Cross Street: _____
 BILLING ADDRESS: _____ CUST PO: _____
 CONTACT: ALEX. PROJECT NAME: _____ DATE: 2-16-15
 MAIN PHONE: 281-744-5143 PROJECT ADD: _____ TERMS: 1/2 DOWN
 FAX: _____

Height of fence	6" Iron fence (powder coated black)		950'	of	6'	Fence	IRON		48.	\$ 45,600.00
Fabric (Ga)	3/4" x 3/4" pickets (4" on centers)		950' Oremoval and haul off			@		2.00	1,900.00	
Rails	3-1 1/4" X 1 1/4"					@				
Line Posts	3" X 3" Set 8' on centers)		Holes	8' x 36			Terminal Posts	@		
Terminal Posts			Holes				GATE Posts	@		
								@		
Gate Posts	4" X 4"		Holes				Gate	@		
							Gate	@		
Grade			Option 1-clear just the fence line to get the new fence installed 950'. \$ 1,200.00 each side of rd.							
B.W.	Y	N	IN	Out	V	Option 2-clear everything ,all debris,weeds and small trees, \$ 3,000.00 each side of rd.				
Gate Frame			Option 3-install a 24" X 24" Brick colum,with a 3' x 4' concrete beam \$ 2,500.00 each							
Bottom Tension Wire										
Contact on Site:										
Ph:			Pgr/Mbl						Total	\$ 47,500.00

PROPOSED NEW 6" IRON FENCE ,3-RAILS (POWDERCOATED BLACK) THIS PRICE IS FOR 1-SIDE OF ROAD, IF BOTH SIDES ARE DONE IT WILL BE \$ 95,000.00 PLUS ANY OPTIONS

Ready	Project Start Date		Safety		Utilities Called?			Date:			Transmittal#:
	/	/	Yes	No	Yes	No	N/A	/	/		

CONTRACT CONDITIONS:
 MORE OR LESS MATERIAL OTHER THAN THE AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE.
 ACCEPTANCE - The above proposal when accepted by the Company, at its main office, becomes a contract between two parties and is not subject to cancellation. Silence on the part of the Company shall not be construed as an acceptance of this proposal. In case Payment is not made as specified in (Terms of Payment) the property owner expressly gives the Company or its assignee the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession. PROPERTY OWNER is solely responsible for locating, staking, and clearing fence lines. Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands there is no warranty on wood fence materials. Notice: If contract is changed after the erection crew delivers the material there will be a \$100.00 per hour charge for time lost. If contract is cancelled at 25% charge of the total contract price will be charged.

SALESMAN

DENNIS EVERETT

CUSTOMER

HUMAN RESOURCES RELATED
FOLLOW UP INFORMATION

HUMAN RESOURCES BUDGET WORKSHIOP FOLLOW UP

Benefits information

2015 (January 1 – December 31st):

% of Admissions in-network – 100%

% Physician Office Visits in-network – 97.7%

% of Claims Paid – 79.7%

2016 (January 1 – June 30th)

% of Admissions in-network – 93.1%

% Physician Office Visits in-network – 98.1%

% of Claims Paid – 75.4%

Out of network cost share is 50/50 and currently costs incurred out of network do accumulate towards the employee's out of pocket maximum.

We have a meeting schedule with IPS next week to receive a more detailed utilization report and recommendations for plan design options geared towards cost control.

Recruiting information

Our current system (ADP) does not accurately track time to fill. For the past few months, we have been manually tracking this measure in an Excel spreadsheet. Based on that tracking in that time frame, our average 'time to fill' is roughly 33 working days. This number does not include some positions that remain unfilled and have proven difficult such as the City Engineer (174 days), Engineering Technician (222), and Revenue Collections Manager (84).

When we post positions, we typically advertise them via our website, Strategic Government Resources job board, and TML. Moving forward, we'll also be utilizing the Texas Workforce Commission job board routinely for all postings. Depending on the position, we will utilize some more specialized boards such as APWA (American Public Works Association), APA (American Planning Association), or TAMIO (Texas Association of Municipal Information Officers).

Employee Sick Time Utilization

We currently have two systems that are used for time tracking. Executime is the employee interface where employees log and clock their time worked and time off. This information is then imported into Naviline, which is tied to the payroll function. Once time has been imported to Naviline, payroll staff ensures that time is correct and makes corrections as necessary to employee time. The Naviline reporting will provide the most accurate accounting of sick leave. However, the reporting available is not ideal. Staff is currently working through a 198 page report that outlined the City's sick time utilization. Unfortunately, the report does not break out the various leave types and staff is manually calculating and categorizing the leave reported to generate a sick leave per employee metric as requested.



**CITY OF LA PORTE
RISK & SAFETY SPECIALIST
JOB DESCRIPTION**

FLSA CLASSIFICATION: Non-Exempt

PAY GRADE: 014

DEFINITION

Delivers proactive and preventative services to ensure a safe environment for employees, citizens, and visitors. Performs coordination and analytical duties in the risk management program for the City, including workers compensation, insurance coverage, and claim resolution. Provides general administrative support for other areas of HR. This position requires the ability to maintain strict confidentiality in the performance of assigned duties.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Human Resources Manager and other professional staff.

ESSENTIAL JOB FUNCTIONS

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

Plans and implements safety policies and procedures in compliance with local, state, and federal Occupational Safety and Health Administration (OSHA) rules and regulations.

Coordinates a City wide safety program in partnership with departmental representatives to include inspections, drills, and training.

Coordinates the claims submission and administration process for City of La Porte incidents including Workers Comp, and damage to City or citizen property.

Develops and maintains effective tracking systems for incidents and provides routine and ad hoc reports and analysis.

Maintains inventory of City property and makes recommendations for appropriate insurance coverages to include General Liability, Property, and Casualty.

Perform other related duties as assigned.

QUALIFICATIONS

Knowledge of:

English usage, grammar, spelling, and punctuation.

Modern office methods, procedures, and equipment and business letter writing.

Record keeping principles and procedures.

Windows XP and Office 2003 and 2007.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Learn department policies, procedures, organization and operating details.
- Work cooperatively with other departments, City officials, and outside agencies.
- Operate a personal computer, calculator, typewriter, fax machine and copier.
- Work independently, in the absence of supervision.
- Understand and carry out oral and written directions

TRAINING AND EXPERIENCE

Four (4) years of experience in a human resources role with at least two years focusing on safety, workers comp, risk management, or claims administration.
Associate's degree in Business Administration, Human Resources, Finance, or other applicable field is preferred.

LICENSES AND CERTIFICATES

Possession of a valid Texas Driver's License

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

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

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

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

Employee Name

Date

WORKER'S COMPENSATION CLAIMS HISTORY

	Department	Division	Date of Injury	RTW	Type of Injury	Days Out	Preventable	
Open Claims:	Park & Rec	Maintenance	6/27/2016		heat exhaustion	0	No	
	Police	Patrol	6/11/2016		placing subject into custody when another subject tackled him causing him to hit his head	0	No	
	Police	Patrol	6/10/2016		suspect was resisting arrest and pulled away from officer pulling her ring finger back	0	No	
	Public Works	Solid Waste	6/9/2016		grabbed a grass bag and threw in back of truck and felt sink in lower back	0	No	
	Police	Patrol	6/8/2016	6/13/2016	slipped on wet and muddy piece of wood causing back and LT ankle pain with LT arm contusion	2	No	
	Police	Patrol	6/4/2016		chasing subject on foot and during take down injured RT hand and wrist sprain	0	No	
	Fire	Suppression	5/31/2016		Overheated	0	Yes	
	Finance	Utility Billing	5/26/2016		8/23/2016 was pulling a meter box from ground for repair and felt a sharp pain to lower back	47	Yes	
	Police	Patrol	5/23/2016	5/23/2016	was attempting to take a subject into custody when he was struck in groin area with knee	1	No	
	Public Works	Equipment Services	5/11/2016		removed cap from overheated unit resulting in hot water and coolant blowing out and burning LT forearm	0		
	Public Works	Solid Waste	5/10/2016	5/14/2016	twisted right ankle stepping down from riding step on solid waste truck	2	Yes	
	Park & Rec	Maintenance	5/5/2016		mowing property and debris ricochet off tree and hit his LT eye		Yes	
	Police	Animal Control	4/26/2016		picking up dog to secure 2 dogs in backyard and strained back	0	Yes	
	Police	Patrol	4/24/2016		while driving and started to experience chest pain in patrol car	0	Unknown	
	Police	Patrol	3/30/2016		officer was pushing combative prisoner, prisoner bit RT thumb through leather glove	0	No	
	Public Works	WW Collection	1/20/2016	5/23/2016	pain felt on lower back and RT leg while operating a manhole lid	88	Yes	
	Public Works	Solid Waste	1/19/2016	2/1/2016	experienced pain and swelling in LT knee while getting on/off truck	5	Unknown	
	Public Works	WWTP	1/13/2016	3/30/2016	fell from ladder injuring head and back	53	Yes	
	Administration	EMS	12/4/2015	3/21/2015	Involved in MVA with 18-wheel causing injury to ribs and chest	39 shifts	No	* 104 total days but only 39 sche
	Police	Patrol	10/20/2015	1/25/2016	officer was struck at traffic stop injuring back and head	70	No	
	Public Works	Patrol	8/28/2015	9/1/2016	while drilling PVC pipe, the drill twisted sharply and fractured RT wrist	2	No	
	Police	Patrol	8/6/2015	11/12/2015	running after suspect when he caught individual he twisted and injured his LT knee			
	Public Works		4/14/2015		cleaning the street with a square point shovel and injured lumbar			
	Police	Patrol	4/3/2015		suspect resisted arrest and kicked officer on RT wrist			
	Park & Rec	Maintenance	3/28/2015		was responding to a call out when involved in MVA injuring body			
	Public Works		3/23/2015		a vehicle ran a red light causing Williams to tbone the vehicle			
	Public Works		3/23/2015		passenger in MVA, vehicle struck another vehicle that ran a red light			
	Administration	EMS	1/21/2015		unit was rear-ended by drunk driver			
	Public Works		12/30/2014		Lifting bag of concrete and felt a pain in his back			
	Police	Patrol	9/9/2014		Back injury in MVA			
Police	Patrol	7/19/2013		LT elbow/neck strain during arrest				
Police	Patrol	9/28/2012		Right wrist sprain fall				
Public Works		7/22/2010		LT ankle/RT knee strain exiting truck				
Closed Claims:	Police	Patrol	4/10/2016		on duty at municipal step program and spider bit RT arm			
	Police	Patrol	4/6/2016		was trying to detain a subject causing the officer to fall and strain RT thumb			
	Park & Rec	Maintenance	3/11/2016		cleaning restrooms with bleach and bolex and inhaled vapors from mixed chemicals			
	Police	Animal Control						
	Fire	Suppression						
	Police	Patrol	4/28/2015		completed DOT inspection and injured right bicep			
	Police	Animal Control						
	Police	Patrol						
	Public Works		12/2/2014		strained RT knee stepping into shrubs to replace street sign, twisting knee			
	Police	Patrol	10/13/2014		Right knee sprained in foot pursuit			
	Administration	CSO						
	Public Works							
	Police	Patrol						
	Public Works							
	Police	Patrol						
	Police	Patrol						
	Golf Course	Maintenance						
	Public Works							
	Police							
	Public Works							
Police	Patrol							
Police	Animal Control							
Administration	Municipal Court							
Police	Animal Control							
Public Works								
Police	Patrol							

TAHOE VS. CHARGER COSTS

Leach, Traci

From: Adcox, Kenith
Sent: Wednesday, August 17, 2016 2:40 PM
To: Alexander, Corby; Leach, Traci; Adcox, Kenith
Subject: Cost Per Mile for Police Patrol Vehicles (Tahoe vs. Charger)
Attachments: 20160816104514585.pdf

Corby,

At the budget meetings the mayor asked for up-dated cost per mile figures relating to police patrol Chevy Tahoe's vs. patrol Chargers. We last provided this information in April 2016 and, based on this request, obtained up-dated information, now current through July 2016.

In summary, with City Council's approval, the police department began purchasing Tahoe's in 2015. The three 2015 Tahoe's were, however, not received until late 2015. Prior to purchasing Tahoe's, we were purchasing Dodge Chargers for patrol use (2014 and 2015 models).

When comparing the average cost per mile for the department's five 2014 and 2015 Chargers to the departments three 2015 Tahoe's we see that the average cost per mile for a Charger in patrol was 24 cents per mile. The cost for a Tahoe assigned to patrol duties was 22 cents per mile.

Please note, the department also purchased Tahoe's in 2014, but these were and continue to be used exclusively for the DOT Unit. Because DOT Unit Tahoe's have a completely different use, i.e. required to ideal during most of the shift, pull trailers, carry heavy equipment, etc., they were not included in any analysis. The analysis only included vehicles assigned to patrol functions.

Please let me know if you have any further questions.

Thank you,
Ken

Ken Adcox, Chief of Police
La Porte Police Department
3001 North 23rd St.
La Porte, TX 77571
Off: 281-842-3101, Fax: 281-470-1590

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Tahoe 2014

Equipment Cost Per Mile w/ PM/Repair

Shop Issues between 10/1/2015 and 7/31/2016 by TRANSACTION issue POST date.
 Equipment Use between 10/1/2015 and 7/31/2016
 Fueling Dates between 10/1/2015 and 7/31/2016
 EQNum In 53-45,53-57,53-62,53-74
 Meter Source: Fuel Transactions, Meter 1

Equip Number	Life Meter 1	Maintenace Class	Last Meter 1	WO Parts	WO Labor	WO Labor Hours	WO Commercial	WO PM	WO Repair	WO Total	Fuel Cost	Total Miles	Cost Per Mile
• 53-45	• 26844	• 02B	• 26,844	\$291.31	\$252.30	8.5	\$40.18	\$224.75	\$359.04	\$583.79	\$1,712.97	8,007	\$0.29
• 53-57	• 32554	• 02B	• 32,554	\$38.12	\$87.30	3.0	\$40.56	\$129.14	\$36.84	\$165.98	\$1,948.07	10,564	\$0.20
• 53-62	• 19702	• 02B	• 19,702	\$89.41	\$198.60	6.7	\$150.90	\$164.82	\$274.09	\$438.91	\$1,443.66	4,253	\$0.44
• 53-74	• 25313	• 02B	• 25,313	\$659.29	\$368.10	12.4	\$40.30	\$756.81	\$310.88	\$1,067.69	\$1,887.15	8,028	\$0.37
Grand Totals:				\$1,078	\$906	31	\$272	\$1,276	\$981	\$2,256	\$6,992	30,852	

Selected Repair Reasons

- A ACCIDENT
- B BREAKDOWN
- C WEAR AND TEAR
- D DAMAGE IN OPERATION
- E NOTED IN PM
- F MAKE READY
- G SEASONAL PREP
- H VANDALISM
- I INSPECTION
- J OTHER
- K STATUTORY
- L DISPOSAL
- M CAPITAL
- N DRIVER-OPERATOR ABUSE
- O ACCIDENT PREVENTABLE

Work Order Count	
PM	13
Repair (Non-PM)	11

Maintenance Cost	
Total Maintenance	\$2,256
Total Mile	30,852
Average Cost Per Mile Maintenance / Total Mile	\$0.073
Average Cost Per Vehicle, Maintenance / EQ Count (4)	\$564

Fuel Cost	
Total Fuel	\$6,992
Total Miles	30,852
Average Cost Per Mile Fuel / Total Mile	\$0.227
Average Cost Per Vehicle, Maintenance / EQ Count (4)	\$1,748

Maintenance & Fuel Cost	
Total Maintenance & Fuel (\$2,256.37 + \$6,991.85)	\$9,248
Total Miles	30,852
Average Cost Per Mile, Maintenance & Fuel / Total Mile	\$0.300
Average Cost Per Vehicle, Maintenance & Fuel / EQ Count (4)	\$2,312

The following equipment have been removed:
 .0 retired, sold prior 10/1/2015



Chargers 2014

Equipment Cost Per Mile w/ PM/Repair

Shop Issues between 10/1/2015 and 7/31/2016 by TRANSACTION issue POST date.
 Equipment Use between 10/1/2015 and 7/31/2016
 Fueling Dates between 10/1/2015 and 7/31/2016
 EQNum In 53-21,53-28,53-39
 Meter Source: Fuel Transactions, Meter 1

Equip Number	Life Meter 1	Maintenance Class	Last Meter 1	WO Parts	WO Labor	WO Labor Hours	WO Commercial	WO PM	WO Repair	WO Total	Fuel Cost	Total Miles	Cost Per Mile
• 53-21	• 38229	• 01	• 38,229	\$984.24	\$263.20	9.3	\$40.16	\$1,016.29	\$291.31	\$1,307.60	\$1,220.01	11,842	\$0.21
• 53-28	• 17652	• 01	• 17,652	\$51.62	\$382.20	12.7	\$0.00	\$408.09	\$25.73	\$433.82	\$513.18	3,774	\$0.25
• 53-39	• 20921	• 01	• 20,921	\$493.48	\$209.10	7.0	\$40.12	\$718.53	\$24.17	\$742.70	\$1,062.99	5,903	\$0.31
Grand Totals:				\$1,529	\$875	29	\$80	\$2,143	\$341	\$2,484	\$2,796	21,519	

Selected Repair Reasons

- A ACCIDENT
- B BREAKDOWN
- C WEAR AND TEAR
- D DAMAGE IN OPERATION
- E NOTED IN PM
- F MAKE READY
- G SEASONAL PREP
- H VANDALISM
- I INSPECTION
- J OTHER
- K STATUTORY
- L DISPOSAL
- M CAPITAL
- N DRIVER-OPERATOR ABUSE
- O ACCIDENT PREVENTABLE

Work Order Count	
PM	8
Repair (Non-PM)	1

Maintenance Cost	
Total Maintenance	\$2,484
Total Mile	21,519
Average Cost Per Mile Maintenance / Total Mile	\$0.115
Average Cost Per Vehicle, Maintenance / EQ Count (3)	\$828
Fuel Cost	
Total Fuel	\$2,796
Total Miles	21,519
Average Cost Per Mile Fuel / Total Mile	\$0.130
Average Cost Per Vehicle, Maintenance / EQ Count (3)	\$932
Maintenance & Fuel Cost	
Total Maintenance & Fuel (\$2,484.12 + \$2,796.18)	\$5,280
Total Miles	21,519
Average Cost Per Mile, Maintenance & Fuel / Total Mile	\$0.245
Average Cost Per Vehicle, Maintenance & Fuel / EQ Count (3)	\$1,760

The following equipment have been removed:
 0 retired, sold prior 10/1/2015



Tahoe 2015

Equipment Cost Per Mile w/ PM/Repair

Shop Issues between 4/1/2015 and 4/1/2016 by TRANSACTION issue POST date.
 Equipment Use between 4/1/2015 and 4/1/2016
 Fueling Dates between 4/1/2015 and 4/1/2016

EQNum In 53-08,53-09,53-29

Meter Source: Fuel Transactions, Meter 1

Equip Number	Life Meter 1	Maintenance Class	Last Meter 1	WO Parts	WO Labor	WO Labor Hours	WO Commercial	WO PM	WO Repair	WO Total	Fuel Cost	Total Miles	Cost Per Mile
* 53-08	* 19305	* 02B	* 19,305	\$153.90	\$131.70	4.4	\$0.00	\$129.60	\$156.00	\$285.60	\$2,226.78	12,804	\$0.20
* 53-09	* 23625	* 02B	* 23,625	\$545.35	\$280.20	9.4	\$82.64	\$908.19	\$0.00	\$908.19	\$2,427.47	12,515	\$0.27
* 53-29	* 24157	* 01	* 24,157	\$227.57	\$203.40	6.9	\$42.75	\$406.98	\$66.74	\$473.72	\$2,783.76	16,387	\$0.20
Grand Totals:				\$927	\$615	21	\$125	\$1,445	\$223	\$1,668	\$7,438	41,706	

Selected Repair Reasons

- A ACCIDENT
- B BREAKDOWN
- C WEAR AND TEAR
- D DAMAGE IN OPERATION
- E NOTED IN PM
- F MAKE READY
- G SEASONAL PREP
- H VANDALISM
- I INSPECTION
- J OTHER
- K STATUTORY
- L DISPOSAL
- M CAPITAL
- N DRIVER-OPERATOR ABUSE
- O ACCIDENT PREVENTABLE

Work Order Count	
PM	7
Repair (Non-PM)	5

Maintenance Cost	
Total Maintenance	\$1,668
Total Mile	41,706
Average Cost Per Mile Maintenance / Total Mile	\$0.040
Average Cost Per Vehicle, Maintenance / EQ Count (3)	\$556
Fuel Cost	
Total Fuel	\$7,438
Total Miles	41,706
Average Cost Per Mile Fuel / Total Mile	\$0.178
Average Cost Per Vehicle, Maintenance / EQ Count (3)	\$2,479
Maintenance & Fuel Cost	
Total Maintenance & Fuel (\$1,667.51 + \$7,438.01)	\$9,106
Total Miles	41,706
Average Cost Per Mile, Maintenance & Fuel / Total Mile	\$0.218
Average Cost Per Vehicle, Maintenance & Fuel / EQ Count (3)	\$3,035

The following equipment have been removed:
 .0 retired, sold prior 4/1/2015



CHANGAS 2015

Equipment Cost Per Mile w/ PM/Repair

Shop Issues between 4/1/2015 and 4/1/2016 by TRANSACTION issue POST date.

Equipment Use between 4/1/2015 and 4/1/2016

Fueling Dates between 4/1/2015 and 4/1/2016

EQNum In 53-83,53-84

Meter Source: Fuel Transactions, Meter 1

Equip Number	Life Meter 1	Maintenance Class	Last Meter 1	WO Parts	WO Labor	WO Labor Hours	WO Commercial	WO PM	WO Repair	WO Total	Fuel Cost	Total Miles	Cost Per Mile
• 53-83	• 15889	• 01	• 15,889	\$185.31	\$180.00	6.1	\$0.00	\$183.26	\$182.05	\$365.31	\$2,130.07	10,865	\$0.23
• 53-84	• 18117	• 01	• 18,117	\$365.42	\$283.20	9.6	\$0.00	\$148.70	\$499.92	\$648.62	\$2,038.21	12,012	\$0.22
Grand Totals:				\$551	\$463	16	\$0	\$332	\$682	\$1,014	\$4,168	22,877	

Selected Repair Reasons

- A ACCIDENT
- B BREAKDOWN
- C WEAR AND TEAR
- D DAMAGE IN OPERATION
- E NOTED IN PM
- F MAKE READY
- G SEASONAL PREP
- H VANDALISM
- I INSPECTION
- J OTHER
- K STATUTORY
- L DISPOSAL
- M CAPITAL
- N DRIVER-OPERATOR ABUSE
- O ACCIDENT PREVENTABLE

Work Order Count	
PM	6
Repair (Non-PM)	6

Maintenance Cost	
Total Maintenance	\$1,014
Total Mile	22,877
Average Cost Per Mile Maintenance / Total Mile	\$0.044
Average Cost Per Vehicle, Maintenance / EQ Count (2)	\$507

Fuel Cost	
Total Fuel	\$4,168
Total Miles	22,877
Average Cost Per Mile Fuel / Total Mile	\$0.182
Average Cost Per Vehicle, Maintenance / EQ Count (2)	\$2,084

Maintenance & Fuel Cost	
Total Maintenance & Fuel (\$1,013.93 + \$4,168.28)	\$5,182
Total Miles	22,877
Average Cost Per Mile, Maintenance & Fuel / Total Mile	\$0.227
Average Cost Per Vehicle, Maintenance & Fuel / EQ Count (2)	\$2,591

The following equipment have been removed:
 0 retired, sold prior 4/1/2015



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 26, 2016</u>	<u>Appropriation</u>
Requested By: <u>Michael G. Dolby, CPA</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance</u>	Account Number: _____
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
	Budgeted Item: <input type="radio"/> YES <input checked="" type="radio"/> NO

Attachments :

1. Certification from HCAD
2. Resolution

SUMMARY & RECOMMENDATIONS

On August 22, 2016, the City of La Porte received the Certified Appraisal Roll from the Harris County Appraisal District.

Section 26.04 of the State Property Tax Code requires the submission of the Appraisal Roll to the Governing Body.

The 2016 Certified Tax Roll for the City of La Porte, as received from the Harris County Appraisal District (HCAD), shows a total appraised value of \$3,334,502,240 and a total taxable value of \$2,737,544,148.

Action Required of Council:

Consider approval or other action of a Resolution accepting the appraisal roll.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

HARRIS COUNTY APPRAISAL DISTRICT
HOUSTON, TEXAS

THE STATE OF TEXAS, }
COUNTY OF HARRIS. }

2016
CERTIFICATION OF APPRAISAL ROLL AND
LISTING OF PROPERTIES UNDER SECS. 26.01(c) AND (d)
FOR
City of Laporte

Pursuant to Section 26.01(a), Texas Tax Code, I hereby certify the 2016 appraisal roll of properties taxable by City of Laporte. The roll is delivered in printed and electronic forms.

The total appraised value now on the appraisal roll for this unit is: \$3,334,502,240

The taxable value now on the appraisal roll for this unit is: \$2,737,544,148

As required by Section 26.01(c), Texas Tax Code, I have included with your roll a listing of those properties which are taxable by the unit but which are under protest and are therefore not included in the appraisal roll values approved by the appraisal review board and certified above. My estimate of the total taxable value which will be assigned to such properties if the owners' claims are upheld by the appraisal review board is: \$227,809,947

Pursuant to Section 26.01(d), Texas Tax code, the estimated value of taxable property not under protest and not yet included on the certified appraisal roll, after hearing loss, is \$232,400,713

Signed this 26th day of August, 2016



Roland Altinger

Roland Altinger, CAE, RPA, CTA
Chief Appraiser

ASSESSOR'S ACKNOWLEDGEMENT

As tax assessor/collector of the above-named taxing unit, I hereby acknowledge receipt of the certified 2016 appraisal roll on this the 22nd day of August, 2016

Charlene Piggott

071 CITY OF LAPORTE
 TAX YEAR: 2016

HARRIS COUNTY APPRAISAL DISTRICT
 UNCERTIFIED ROLL SUMMARY 00

LAST UPDATED: 08/12/2016
 DELV DATE: 08/26/2016

TYPE	UNITS	MARKET	APPRAISED	OWNERS VALUE	ESTIMATED FINAL TAXABLE VALUE WITH HEARING LOSS
ACCOUNTS ON HTS	1,654	277,003,020	269,939,287	254,799,256	227,809,947
ACCOUNTS ON PTS	865	150,255,913	140,338,272	132,590,195	106,000,664
OTHER ACCOUNTS	838	178,958,900	177,979,492	158,956,829	126,400,049
TOTAL UNCERTIFIED	3,357	\$606,217,833	\$588,257,051	\$546,346,280	\$460,210,660

HARRIS COUNTY APPRAISAL DISTRICT

071 CITY OF LAPORTE
2016 CERTIFIED APPRAISAL ROLL 00

CERTIFIED YEAR COMPARE REPORT
PROPERTY USE CATEGORY RECAP

LAST UPDATED 08/12/2016

DELV DATE 08/26/2016

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
A1 Real, Residential, Single-Family	2016	9,455	2,390.2696	1,354,312,908	0	349,504,637	1,004,808,271
	2015	10,490	2,669.7299	1,376,202,944	0	357,376,727	1,018,826,217
		-0.10%	-0.10%	-0.02%	0.00%	-0.02%	-0.01%
A2 Real, Residential, Mobile Homes	2016	0	0.0000	0	0	0	0
	2015	87	24.5757	2,868,118	0	444,389	2,423,729
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B1 Real, Residential, Multi-Family	2016	21	69.5449	55,413,132	0	58,422	55,354,710
	2015	23	69.8548	52,258,826	0	53,947	52,204,879
		-0.09%	0.00%	0.06%	0.00%	0.08%	0.06%
B2 Real, Residential, Two-Family	2016	57	10.2396	5,426,512	0	102,143	5,324,369
	2015	74	13.2628	7,333,582	0	94,643	7,238,939
		-0.23%	-0.23%	-0.26%	0.00%	0.08%	-0.26%
B3 Real, Residential, Three-Family	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B4 Real, Residential, Four- or More-Family	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C1 Real, Vacant Lots/Tracts	2016	787	200.2114	15,139,832	0	173,977	14,965,855
	2015	1,276	301.2065	21,846,721	0	363,919	21,482,802
		-0.38%	-0.34%	-0.31%	0.00%	-0.52%	-0.30%
C2 Real, Vacant Commercial	2016	478	523.2237	54,656,568	0	0	54,656,568
	2015	627	674.3538	53,536,147	0	299,468	53,236,679
		-0.24%	-0.22%	0.02%	0.00%	0.00%	0.03%
C3 Real, Vacant	2016	32	18.7305	669,716	0	0	669,716
	2015	21	28.8857	587,200	0	16,808	570,392
		0.52%	-0.35%	0.14%	0.00%	0.00%	0.17%
D1 Real, Qualified Agricultural Land	2016	43	368.9589	0	191,497	0	191,497
	2015	51	872.4274	0	225,561	0	225,561
		-0.16%	-0.58%	0.00%	-0.15%	0.00%	-0.15%
D2 Real, Unqualified Agricultural Land	2016	51	768.2244	39,714,337	0	0	39,714,337
	2015	59	823.9267	23,456,729	0	96,727	23,360,002
		-0.14%	-0.07%	0.69%	0.00%	0.00%	0.70%

HARRIS COUNTY APPRAISAL DISTRICT

071 CITY OF LAPORTE
2016 CERTIFIED APPRAISAL ROLL 00

CERTIFIED YEAR COMPARE REPORT
PROPERTY USE CATEGORY RECAP

LAST UPDATED 08/12/2016

DELV DATE 08/26/2016

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
E1 Real, Farm & Ranch Improved	2016	4	3.9718	1,469,580	0	473,916	995,664
	2015	5	8.9118	1,514,461	0	542,893	971,568
		-0.20%	-0.55%	-0.03%	0.00%	-0.13%	0.02%
F1 Real, Commercial	2016	582	1,046.8024	617,962,415	0	189,520	617,772,895
	2015	683	1,198.7525	572,947,000	0	2,267,308	570,679,692
		-0.15%	-0.13%	0.08%	0.00%	-0.92%	0.08%
F2 Real, Industrial	2016	54	776.8246	329,980,689	0	0	329,980,689
	2015	61	795.1876	355,936,589	0	2,401,244	353,535,345
		-0.11%	-0.02%	-0.07%	0.00%	0.00%	-0.07%
G1 Oil and Mineral Gas Reserves	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
G2 Real Property Other Mineral Reserves	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
H1 Tangible, Vehicles	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
H2 Tangible, Goods In Transit	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
I1 Real, Banks	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
J1 Real & Tangible Personal, Utility Water	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
J2 Gas Companies	2016	2	0.0000	4,013,510	0	0	4,013,510
	2015	1	0.0000	2,543,810	0	0	2,543,810
		1.00%	0.00%	0.58%	0.00%	0.00%	0.58%
J3 Electric Companies	2016	20	56.4102	21,582,590	0	0	21,582,590
	2015	26	92.3902	20,606,270	0	0	20,606,270
		-0.23%	-0.39%	0.05%	0.00%	0.00%	0.05%

HARRIS COUNTY APPRAISAL DISTRICT

071 CITY OF LAPORTE
2016 CERTIFIED APPRAISAL ROLL 00

CERTIFIED YEAR COMPARE REPORT
PROPERTY USE CATEGORY RECAP

LAST UPDATED 08/12/2016
DELV DATE 08/26/2016

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
01 Inventory	2016	0	0.0000	0	0	0	0
	2015	7	0.2870	52,519	0	0	52,519
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
02 Inventory	2016	4	0.0000	625,696	0	0	625,696
	2015	11	0.0000	1,403,187	0	0	1,403,187
		-0.64%	0.00%	-0.55%	0.00%	0.00%	-0.55%
S1 Dealer Inventory	2016	24	0.0000	2,979,589	0	0	2,979,589
	2015	25	0.0000	3,425,167	0	0	3,425,167
		-0.04%	0.00%	-0.13%	0.00%	0.00%	-0.13%
U0 Unknown	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XA Public Property for Housing Indigent Persons	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XB Income Producing Personal Property (<\$500)	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XC Mineral Interest (<\$500)	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XD Improving Property for Housing w/ Volunteer Labor	2016	0	0.0000	0	0	0	0
	2015	2	0.0000	30,126	0	30,126	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XE Community Housing Development Organizations	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XF Assisting Ambulatory Health Care Centers	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XG Primarily Performing Charitable Functions	2016	2	2.0088	704,020	0	704,020	0
	2015	2	2.0088	667,176	0	667,176	0
		0.00%	0.00%	0.06%	0.00%	0.06%	0.00%

HARRIS COUNTY APPRAISAL DISTRICT

071 CITY OF LAPORTE
2016 CERTIFIED APPRAISAL ROLL 00

CERTIFIED YEAR COMPARE REPORT
PROPERTY USE CATEGORY RECAP

LAST UPDATED 08/12/2016

DELV DATE 08/26/2016

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
XT Limitation on Taxes in Certain Municipalities	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XU Miscellaneous Exemptions	2016	0	0.0000	0	0	0	0
	2015	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XV Other Exempt (Incl Public, Religious, Charitable)	2016	884	1,730.5652	245,003,457	0	245,003,457	0
	2015	940	1,824.3921	231,918,682	0	231,918,682	0
		-0.06%	-0.05%	0.06%	0.00%	0.06%	0.00%
JURISDICTION TOTALS:	2016	13,696	8,157.2828	\$3,334,310,743	\$191,497	\$596,958,092	\$2,737,544,148
	2015	17,116	9,591.4501	\$3,689,861,614	\$225,561	\$627,417,517	\$3,062,669,658

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, ADOPTING THE 2016 APPRAISAL ROLL OF THE HARRIS COUNTY APPRAISAL DISTRICT.

WHEREAS, the Harris County Appraisal District has submitted to the City Council of the City of La Porte, for approval, the 2016 tax appraisal roll; and

WHEREAS, the City Council is of the opinion that the 2016 appraisal roll with the amounts shown therein should be adopted;

WHEREAS, the Harris County Appraisal District has certified to the City Council that there was situated in the City of La Porte, as of January 1, 2016, property with a total appraised value of \$3,334,502,240.00 and a total taxable value of \$2,737,544,148.00.

WHEREAS, new personal property added to the appraisal roll had a total taxable value of \$46,986,179 as of January 1, 2016;

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

Section 1. the 2016 taxable roll in the amount of \$2,737,544,148.00, as submitted by the Harris County Appraisal District is hereby adopted;

Section 2. the City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the offices of City of La Porte for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED this the 26th day of September, 2016.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 26, 2016 Appropriation
Requested By: _____ Source of Funds: _____
Department: Administration Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Ordinance
2. Effective Tax Rate Calculation

SUMMARY & RECOMMENDATIONS

The Fiscal Year 2016-17 Budget was built around a tax rate of .71 cents per hundred dollar valuation.

A breakdown of the tax rate is as follows:

General Fund = .605 cents per hundred dollar valuation

Debt Service = .105 cents per hundred dollar valuation

The tax rate of .71 cents is the same rate that has been adopted for the last twenty-eight years.

The Effective Tax Rate = 0.713 cents per hundred dollar valuation, which is the maximum rate without advertisements and a public hearing.

Action Required of Council:

Consider approval or other action of an Ordinance establishing the tax rate for Fiscal Year 2016-17 at 71 cents per hundred dollar valuation.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE LEVYING TAXES UPON TAXABLE PROPERTY LOCATED WITHIN AND SUBJECT TO TAXATION IN THE CITY OF LA PORTE, TEXAS; MAKING APPROPRIATIONS FOR SUPPORT, MAINTENANCE, AND IMPROVEMENT OF THE CITY GOVERNMENT OF SAID CITY OF LA PORTE; FINDING THAT ALL REQUIRED NOTICES HAVE BEEN PUBLISHED AND ALL REQUIRED HEARINGS HELD; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. That there is hereby levied for the fiscal year beginning October 1, 2016, and ending September 30, 2017, on all real property situated and all personal property owned within the taxable limits of the said City of La Porte, on the first day of January, 2016, except so much as may be exempt under the constitution and laws of the United States, this State, and the City of La Porte, the following taxes:

- (1) An Ad Valorem Tax of and at the rate of sixty and five tenths cents (\$.605) on the one hundred dollars (\$100.00) cash value thereof, estimated in lawful currency of the United States for the current expenses for the support, maintenance, and improvement of the City Government of said City of La Porte; and
- (2) An Ad Valorem Tax of and at the rate of ten and five tenths cents (\$.105) on the one hundred dollars (\$100.00) cash value thereof, estimated in lawful currency of the United States, to pay current interest on and provide one year's sinking fund and to pay all of the Principal and Interest accruing on all outstanding general obligation bonds and certificates of obligation lawfully issued by the City of La Porte.

That this provides the sum of total Ad Valorem tax at the rate of seventy-one cents (\$.71) on the one hundred dollars (\$100.00) cash value thereof, estimated in lawful currency of the United States.

Section 2. All property upon which a rate of taxation is hereinabove levied shall be assessed on a ratio of one hundred percent (100%) of the estimated market value thereof.

Section 3. That the sums hereinafter accruing and collected from the hereinabove taxes so levied be and the same are hereby appropriated for the support, maintenance, and improvement of the City Government of the City of La Porte.

Section 4. The City Council officially finds, determines, recites and declares that all notices required by law have been published, and that a public hearing as required by law was duly called and held, and that all matters prerequisite to the establishment and levy of an ad valorem tax have been accomplished, all as required by the laws of the State of Texas, and the Home Rule Charter of the City of La Porte.

Section 5. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 7. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required.

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

PASSED AND APPROVED this the 26th day of September, 2016.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney

2016 Effective Tax Rate Worksheet

City of La Porte

Date: 08/29/2016 02:08 PM

1. 2015 total taxable value. Enter the amount of 2015 taxable value on the 2015 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). ¹	\$3,062,669,658
2. 2015 tax ceilings. Counties, cities and junior college districts. Enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2015 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$167,615,222
3. Preliminary 2015 adjusted taxable value. Subtract Line 2 from Line 1.	\$2,895,054,436
4. 2015 total adopted tax rate.	\$0.710/\$100
5. 2015 taxable value lost because court appeals of ARB decisions reduced 2015 appraised value. A. Original 2015 ARB Values.	\$72,195,066
B. 2015 values resulting from final court decisions.	\$64,645,852
C. 2015 value loss. Subtract B from A. ³	\$7,549,214
6. 2015 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$2,902,603,650
7. 2015 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2015. Enter the 2015 value of property in deannexed territory. ⁴	\$0
8. 2015 taxable value lost because property first qualified for an exemption in 2016. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
A. Absolute exemptions. Use 2015 market value:	\$23,065
B. Partial exemptions. 2016 exemption amount or 2016 percentage exemption times 2015 value:	\$8,035,025
C. Value loss. Add A and B. ⁵	\$8,058,090
9. 2015 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2016. Use only properties that qualified in 2016 for the first time; do not use properties that qualified in 2015.	

A. 2015 market value:	\$0
B. 2016 productivity or special appraised value:	\$0
C. Value loss. Subtract B from A. ⁶	\$0
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$8,058,090
11. 2015 adjusted taxable value. Subtract Line 10 from Line 6.	\$2,894,545,560
12. Adjusted 2015 taxes. Multiply Line 4 by Line 11 and divide by \$100.	\$20,551,273
13. Taxes refunded for years preceding tax year 2015. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2015. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015. ⁷	\$85,831
14. Taxes in tax increment financing (TIF) for tax year 2015. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2016 captured appraised value in Line 16D, enter 0. ⁸	\$738,915
15. Adjusted 2015 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14. ⁹	\$19,898,189
16. Total 2016 taxable value on the 2016 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. ¹⁰	
A. Certified values:	\$2,737,544,148
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property:	\$0
D. Tax increment financing: Deduct the 2016 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2016 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹	\$194,872,677
E. Total 2016 value. Add A and B, then subtract C and D.	\$2,542,671,471
17. Total value of properties under protest or not included on certified appraisal roll. ¹²	
A. 2016 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. ¹³	\$227,809,947

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.03(c)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012(15)

¹¹Tex. Tax Code Section 26.03(c)

¹²Tex. Tax Code Section 26.01(c)

¹³Tex. Tax Code Section 26.04 and 26.041

¹⁴Tex. Tax Code Section 26.04 and 26.041

¹⁵Tex. Tax Code Section 26.012(6)

¹⁶Tex. Tax Code Section 26.012(17)

¹⁷Tex. Tax Code Section 26.012(17)

¹⁸Tex. Tax Code Section 26.04(c)

¹⁹Tex. Tax Code Section 26.04(d)

2016 Rollback Tax Rate Worksheet

City of La Porte

Date: 08/29/2016

26. 2015 maintenance and operations (M&O) tax rate.	\$0.605/\$100
27. 2015 adjusted taxable value. Enter the amount from Line 11.	\$2,894,545,560
28. 2015 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$17,512,000
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2015. Enter amount from full year's sales tax revenue spent for M&O in 2015 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2015: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015.	\$73,146
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2016 captured appraised value in Line 16D, enter 0.	\$837,562
	\$16,747,584

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 26, 2016 Appropriation
Requested By: Patrice Fogarty Source of Funds: _____
Department: City Secretary's Office Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Ordinance No. 1583
2. Proposed Ordinance

SUMMARY & RECOMMENDATIONS

An ordinance has been prepared for Council's consideration that would repeal Ordinance No. 1583, adopted on April 25, 1988, which established an Airport Advisory Board for the City of La Porte Municipal Airport.

The proposed ordinance would re-establish an Airport Advisory Board for the City of La Porte Municipal Airport, establish the powers and duties of the board, the categories of positions of the board, and appoint members to the board.

Over the past 28 years, appointments to the Board have not always accurately coincided with the requirements for each board position. With the proposed Ordinance, categories for positions are established (and are described below) and appointments will coincide with the category of each position:

- Position 1: Shall be a Fixed Base Operator lessee at the City of La Porte Municipal Airport.
- Position 2: Shall be a licensed pilot with an aircraft housed at the City of La Porte Municipal Airport.
- Position 3: Shall be a licensed pilot who is a resident of the City of La Porte with an aircraft housed at the City of La Porte Municipal Airport.
- Position 4: Shall be a resident of the City of La Porte.
- Position 5: Shall be an individual in a leadership position approved or suggested by the Chancellor of San Jacinto College.
- Position 6: Shall be the City of La Porte Municipal Airport Manager.

While considering the appointees to be recommended for each of the positions in the proposed ordinance, staff reached out to the current board members to see if they would want to continue to serve, to the San Jacinto College and to a new resident to the community that has participated in the Airport Business Plan Study feedback. Among the current board members, all but Nick Hooke, who has now retired, have requested consideration to continue as a board member.

Of the positions recommended in the proposed ordinance: Position 1, Deborah Rihn, Position 2, Grant Tucker, and Position 4, Hector Villarreal, have served on the board in past years. Position 3, Gerald Gay, and Position 5, Van Wigginton, will be new members to the Board.

Staff recommends repeal of Ordinance No. 1583, and adoption of the proposed Ordinance, with the appointment of the Advisory Board members as stated.

Action Required of Council:

Consider adoption or other action of a proposed Ordinance establishing an Airport Advisory Board for the City of La Porte Municipal Airport, establishing the powers and duties of the Board, establishing the categories of members of the Board, and appointing members to the Board.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 1583

AN ORDINANCE ESTABLISHING AN AIRPORT ADVISORY BOARD FOR THE CITY OF LA PORTE MUNICIPAL AIRPORT; ESTABLISHING THE POWERS AND DUTIES OF THE BOARD; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. The City Council of the City of La Porte hereby establishes an Airport Advisory Board for the City of La Porte Municipal Airport. The Airport Advisory Board shall consist of seven (7) persons, in the following seven (7) categories, each of whom shall serve for the initial terms designated, and thereafter for three (3) year terms, or until his successor shall have been appointed and duly qualified, to-wit:

- Position 1: shall be a Fixed Base Operator lessee at the City of La Porte Municipal Airport.
- Position 2: shall be a member of the Aeronautical Department at San Jacinto College.
- Position 3: shall be a licensed pilot active at the City of La Porte Municipal Airport.
- Position 4: shall be a licensed pilot who is a resident of La Porte and active at the City of La Porte Municipal Airport.
- Position 5: shall be a resident of the City of La Porte.
- Position 6: shall be a resident of the City of La Porte.
- Position 7: shall be the City of La Porte Airport Manager.

The members of the Board shall elect from among their number, a chairman and a secretary.

The following persons are named to the City of La Porte Airport Advisory Board, and shall serve for the initial terms indicated or until their successors shall have been duly appointed and qualified:

- Position 1: Cliff Hyde, term expiring May 31, 1991.
- Position 2: Larry Tucker, term expiring May 31, 1989.
- Position 3: _____, term expiring May 31, 1989.
- Position 4: Mike Miller, term expiring May 31, 1990.
- Position 5: Guy Sutherland, term expiring May 31, 1990.
- Position 6: John Ladd, term expiring May 31, 1991.
- Position 7: City of La Porte Airport Manager, permanent member.

In addition, the following designated representatives shall be appointed advisory members of the City of La Porte Airport Advisory Board:

- 1) A representative of the F.A.A.
- 2) A representative of the airline or commuter airline industry.

Section 2. It is the intent and purpose of City Council that the Airport Advisory Board advise City Council from time to time, on matters relating to the most desirable and efficient operation of the City of La Porte Municipal Airport. To this end, it is the desire of City Council that the members of the Board establish communication liason with the City of La Porte Management Staff, on matters relating to the operation of the City of La Porte Municipal Airport. Further, it is the desire of City Council that the Airport Advisory Board review, from time to time, the City of La Porte Airport Master Plan, and recommend to City Council any updating or revisions to such Airport Master Plan. It is the desire of City Council that the Airport Advisory Board make recommendations to City Council on such matters as rules and regulations and traffic pattern for operations at the City of La Porte Municipal Airport, and for any needed improvements to the facilities at the Airport, including such matters as navigational aids; ordinances; zoning requests; height restrictions; community development; and the like, as well as any other improvements which the Board feels would enhance the utility of the City of La Porte Municipal Airport to its users, and to the community at large.

Section 3. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Article 6252-17, Texas Revised

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

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

PASSED AND APPROVED, this the 15th day of April, 1988.

CITY OF LA PORTE

BY Norman L. Malone
Norman L. Malone, Mayor

ATTEST:

Cherie Black
Cherie Black, City Secretary

APPROVED:

Knox W. Askins
Knox W. Askins, City Attorney

ORDINANCE NO. 2016-_____

AN ORDINANCE REPEALING ORDINANCE NO. 1583, ADOPTED ON APRIL 25, 1988, WHICH ESTABLISHED AN AIRPORT ADVISORY BOARD FOR THE CITY OF LA PORTE MUNICIPAL AIRPORT; HEREIN ESTABLISHING AN AIRPORT ADVISORY BOARD FOR THE CITY OF LA PORTE MUNICIPAL AIRPORT; ESTABLISHING THE POWERS AND DUTIES OF THE BOARD; APPOINTING MEMBERS TO THE BOARD; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. The City Council of the City of La Porte hereby expressly repeals Ordinance No. 1583, adopted on April 25, 1988, which established an airport advisory board for the City of La Porte Municipal Airport, as well as all other ordinances or parts of ordinances inconsistent or in conflict herewith.

Section 2. The City Council of the City of La Porte hereby establishes an Airport Advisory Board for the City of La Porte Municipal Airport. The Airport Advisory Board shall consist of six (6) persons chosen in accordance with the following six (6) categories, each of whom (with the exception of Position 6) shall serve for the initial terms designated, and thereafter for a three-year (3) term, or until a successor shall have been appointed and duly qualified, to-wit:

- Position 1: shall be a Fixed Base Operator lessee at the City of La Porte Municipal Airport.
- Position 2: shall be a licensed pilot with an aircraft housed at the City of La Porte Municipal Airport.
- Position 3: shall be a licensed pilot who is a resident of the City of La Porte with an aircraft housed at the City of La Porte Municipal Airport.
- Position 4: shall be a resident of the City of La Porte.
- Position 5: shall be an individual in a leadership position approved or suggested by the Chancellor of the San Jacinto College.
- Position 6: shall be the City of La Porte Municipal Airport Manager.

Each year the members of the Board shall elect from among their number a chairman and a secretary. Future appointments to the Board shall be made by the same method and at the usual time as other routine appointments to City of La Porte boards, committees, and commissions. The following persons are named to the City of La Porte Airport Advisory Board, and shall serve for the initial term indicated or until their successors shall have been duly appointed and qualified.

- Position 1: Deborah Rihn-Harvey, fixed base operator lessee; term expiring August 31, 2019.
- Position 2: Grant Tucker, licensed pilot with an aircraft at the airport; term expiring August 31, 2019.
- Position 3: Gerald Gay, licensed pilot who is a resident of the City with an aircraft housed at the airport; term expiring August 31, 2019.
- Position 4: Hector Villarreal, resident of the City; term expiring August 31, 2018.
- Position 5: Van Wigginton, Provost, San Jacinto College, individual in a leadership position approved or suggested by the Chancellor of the College; term expiring August 31, 2018.
- Position 6: Sharon Valiante, City of La Porte Municipal Airport Manager; serves without term.

Section 3. It is the intent and purpose of the City Council that the Airport Advisory Board advise City Council from time to time on matters relating to the most desirable and efficient operation of the City of La Porte Municipal Airport. To this end, it is the desire of the City Council that members of the Board establish a communication liaison with the City of La Porte management staff on matters relating to the operation of the City of La Porte Municipal Airport.

Further, it is the desire of the City Council that the Airport Advisory Board review, from time to time, the City of La Porte Airport Master Plan, and recommend to City Council any updates or revisions to such Airport Master Plan. It is the desire of City Council that the Airport Advisory Board make recommendations to City Council on such matters as rules and regulations, and traffic patterns for operations at the City of La Porte Municipal Airport, and for any needed improvements to the facilities at the Airport, including such matters as navigational aids, zoning requests, height restrictions, community development, and the like, as well as any other improvements which the Board feels would enhance the utility of the City of La Porte Municipal Airport to its users and to the community at large.

Section 4. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective

of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 5. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED, this ____ day of _____, 2016.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:



Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 26, 2016</u>	<u>Appropriation</u>
Requested By: <u>Cathy Haney</u>	Source of Funds: _____
Department: <u>Municipal Court</u>	Account Number: _____
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

1. Ordinance

SUMMARY & RECOMMENDATIONS

This item has been placed on the agenda to discuss and possibly take action to terminate the contract with Perdue, Brandon, Fielder, Collins & Mott, LLP, for the collection of delinquent municipal court fees and fines. The contract provides a right to terminate without cause. A thirty (30) day written notice of intention to terminate the contract must be given to the non-terminating party.

Municipal court staff will develop collection procedures using similar resources as a collection vendor, i.e. multiple mail outs, phone calls, and skip tracing. Additional personnel is not required.

Action Required of Council:

Consider approval or other action to terminate the contract with Perdue, Brandon, Fielder, Collins & Mott, LLP, for the collection of delinquent municipal court fees and fines; and allowing court staff the opportunity to provide in-house collections.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE TERMINATION OF THE CITY OF LA PORTE'S CONTRACT WITH PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP FOR COLLECTION OF DELINQUENT MUNICIPAL COURT FEES AND FINES, AND REPEALING ORDINANCE 3191, WHICH AUTHORIZED THE IMPOSITION OF AN ADDITIONAL THIRTY PERCENT COLLECTION FEE ON ALL DEBTS AND ACCOUNTS RECEIVABLE MORE THAN SIXTY DAYS DUE AND REFERRED TO A PRIVATE COLLECTION FIRM; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of La Porte, passed and approved Ordinance 3191 on October 12, 2009, for the purpose of approving a contract (the "Contract" herein) with Perdue, Brandon, Fielder, Collins & Mott, LLP, for the collection of delinquent municipal court fees and fines, and additionally, to authorize the imposition of an additional thirty (30) percent collection fee on all debts and accounts receivable more than sixty (60) days past due and referred to a private collection firm, pursuant to Section 103.0031 of the Texas Code of Criminal Procedure;

WHEREAS, Section 5 of the Contract provides that both parties have the right to terminate the contract without cause, in which case the terminating party must first give the non-terminating party thirty (30) days' written notice of its intention to terminate the Contract;

WHEREAS, the City of La Porte, Texas desires to terminate the Contract for all purposes and repeal the authorization for imposition of a thirty percent collection fee on all debts and accounts receivable more than sixty (60) days past due and referred to a private collection firm;

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

Section 1. Ordinance 3191, passed by the La Porte City Council on October 12, 2009, and which approved a contract with Perdue, Brandon, Fielder, Collins & Mott, LLP, for the collection of delinquent municipal court fees and fines, and authorized the imposition of an additional thirty (30) percent collection fee on all debts and accounts receivable more than sixty (60) days past due and referred to a private collection firm, pursuant to Section 103.0031 of the

Texas Code of Criminal Procedure, is hereby repealed in its entirety. Furthermore, all other ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed.

Section 2. The City Manager is hereby directed to immediately prepare and send thirty (30) days' written notice to Perdue, Brandon, Fielder, Collins & Mott, LLP, of the City of La Porte's intention to terminate the Contract, in accordance with Section 5 of the Contract.

Section 3. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, vividness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 4. The City Council officially finds, determines, and recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this the _____ day of SEPTEMBER, 2016.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assist. City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 26, 2016 Appropriation
Requested By: Tim Tietjens Source of Funds: N/A
Department: Planning & Development Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Section 22-423 Code of Ordinances
2. Notice and revocation petition
3. Massage Business Permit and Application
4. Zoning Permit and Application
5. Investigation Report

SUMMARY & RECOMMENDATIONS

On September 9, 2016, two massage therapists from the Jing Day Spa at 1309 W. Fairmont Parkway #O were arrested and charged with prostitution. In accordance with Section 22-423 of the Code of Ordinances, a massage business permit may be suspended or revoked for any cause set forth in the section such as engaging in conduct which violates any state law or city ordinance at the permittee's place of business. It also specifically includes engaging in sexual contact with customers.

To initiate a suspension or revocation, a petition showing grounds must be filed with the City Secretary by the Director of Planning and Development. In this case, the petition is recommending revocation. After notice to the permit holder and a hearing, City Council has the option of suspending or revoking and such action is final. Notice of the hearing was sent via certified and first class US mail to the last known address of the permit holder at least five days before the date of the hearing as required.

This action requested of City Council involves the Jing Day Spa business entity, but not the two massage therapists charged with prostitution. Those two individuals are being charged in separate criminal proceedings. Additionally, because both were state certified, notification to the Texas Department of Health services has been made regarding their charges.

Staff also seeks approval to nullify the accompanying zoning permit for the Jing Day Spa located at 1309 W. Fairmont Parkway #O as well.

Action Required of Council:

Consider approval or other action to revoke the existing business license for Jing Day Spa located at 1309 Fairmont Parkway #O and nullification of the accompanying zoning permit.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Massage Business Ordinance

- **Sec. 22-423. - Denial, suspension and revocation of permits.**

(a)

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

(b)

A massage business permit may be revoked or suspended by the city council after notice and hearing for any cause set forth in this section. The director of planning and development or his authorized agent shall initiate such proceedings by petition to the city secretary in writing setting forth specifically the grounds for revocation or suspension, and if a suspension, the length of time for which such suspension is requested. A copy of such petition shall be mailed to the last known address of the permit holder. Notice of the time and date of the hearing, again setting forth the specific grounds upon which the director of planning and development's petition is based, shall be given in writing by the city secretary through certified United States mail to the permittee at his last known address at least five days prior to the date set for such hearing. The city council shall, by a majority vote, determine whether or not such permit shall be revoked or suspended, and such action shall be final and conclusive.

(c)

Any applicant denied a permit shall have the right of appeal to city council. Such appeal shall be taken by filing with the city secretary within ten days after notice of the denial has been mailed to such person's address as set forth in the application, a written statement setting forth fully the grounds for the appeal. The city secretary shall provide for a council hearing on such appeal at the earliest convenient regular city council meeting, and shall notify the appellant and director of planning of the date and time of such city council hearing in the same manner as provided in subsection (b). The council shall by a majority vote either sustain the action of the director of planning and development or issue the permit.

[\(Ord. No. 2015-3598, § 1, 8-24-15\)](#)



September 13, 2016

Certified Mail 7011 2000 001 4264 7766

Jian Cao
Jing Day Spa
1309 W. Fairmont Parkway, #O
La Porte, TX. 77571

Dear Jian Cao,

Please be advised that your business establishment, Jing Day Spa located at 1309 W. Fairmont Parkway #O is the subject of a petition in accordance with Section 22-423 of the La Porte Code of Ordinances (petition and code section both attached). Your La Porte massage business license is being recommended for revocation due to the recent arrest and charge of prostitution of two members of your staff. As the permit holder for this establishment, this letter serves as your notice of a hearing before City Council scheduled for September 26, 2016 at 6 p.m. in the La Porte City Council Chambers, 604 W. Fairmont Parkway.

Please review the attached documentation. You may choose to attend the hearing noted above to testify or to submit relevant documentation on your behalf. You may also submit relevant documentation in advance at the Planning and Development Department.

If you have further questions about these proceedings, you may contact me at 281 470 5056.

Very Sincerely,

Tim Tietjens
Director of Planning and Development
City of La Porte, Texas

C: Fairport Green Associates LP
1530 Forest Lane, Suite C, Garland, TX 75042



The Office of the City Secretary
City of La Porte, Texas

September 9, 2016

Re: Business establishment known as Jing Day Spa, 1309 W. Fairmont Parkway #0

Dear City Secretary Fogarty,

Please be advised that I am initiating proceedings by petition to the City Secretary to revoke applicable permits and business licenses for the above noted business in accordance with Section 22-423 (b) of the La Porte Code of Ordinances.

I am recommending revocation of all applicable permits and business licenses issued to the owner and operators of the business as well as certain massage therapists for reasons that violate the Section 22-423 (a) of the La Porte Code of Ordinances. The specific grounds for revocation include having two state certified employees (Guizhi Chen and Hui Jiang) who engaged in sexual contact with customers, and their subsequent arrest and charge of prostitution as accepted by the Harris County District Attorney.

Please place this item for City Council consideration on the agenda of September 26, 2016. Back up items will be forthcoming.

Thank You,

Tim Tietjens,
Director of Planning and Development
City of La Porte



CITY OF LA PORTE
INSPECTION SERVICES
604 W FAIRMONT PKWY
LA PORTE, TX 77571

COPY

MESSAGE BUSINESS PERMIT

HARRIS COUNTY, STATE OF TEXAS

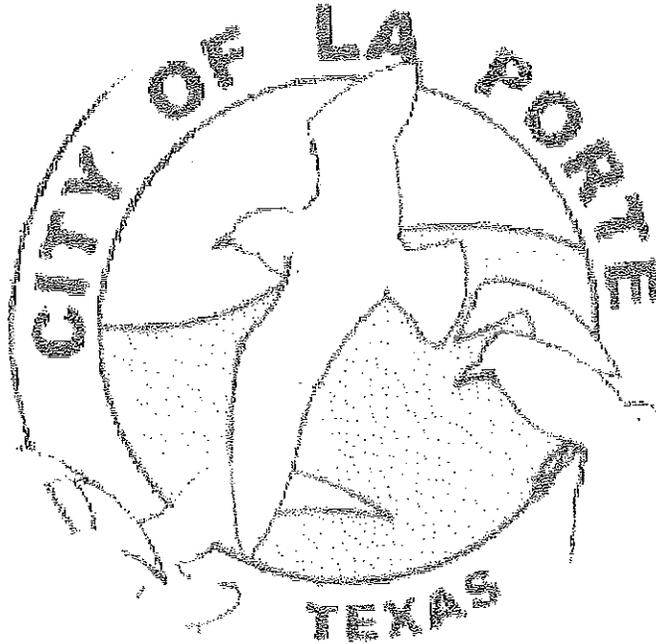
COPY

JING DAY SPA
1309 W. FAIRMONT PKWY #0
LA PORTE TX 77571

CLASS DESCRIPTION: MESSAGE BUSINESS
LICENSE NO.: 16-0142
AMOUNT PAID: \$75.00
LICENSE PERIOD: APRIL 2016- DEC 31, 2016

BUSINESS NAME: JING DAY SPA
BUSINESS LOCATION: 1309 W. FAIRMONT PKWY 0

DATE ISSUED: APRIL 2016
CONTROL NUMBER: 96



Maria Peña
INSPECTION SERVICES SIGNATURE

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

Planning & Development Department
MASSAGE BUSINESS PERMIT APPLICATION

Phone: 281.470.5073
Fax: 281.470.5005
www.laportetx.gov

JAN 06 2016

1. BUSINESS INFORMATION:

DATE OF SUBMITTAL: _____

ADDRESS WHERE BUSINESS IS TO BE CONDUCTED: 1309 W Fairmont Pkwy Suite 0 La Porte TX 77571

PHONE NUMBERS (ALL) WHERE BUSINESS IS TO BE CONDUCTED:

281-941-9357

832-776-0767

HCAD PARCEL NO(s) 13-digit Tax ID(s): _____

PROPERTY LEGAL DESCRIPTION: _____

NEW BUILDING

EXISTING BUILDING

BUSINESS NAME: Jing Day Spa ←

STYLE/ TYPE OF MASSAGE: Therapifl Massage

PROPOSED USE OF BUILDING: New Tenant (Massage business) NEW Name

2. BUILDING OWNER INFORMATION:

BUILDING OWNER'S NAME: Fairport Green Associates LP PHONE: 972-272-9676

E-MAIL: _____

MAILING ADDRESS OF BUILDING OWNER: 1540 Forest Lane Suite C Garland TX 75042

3. BUSINESS OWNER CONTACT INFORMATION:

BUSINESS OWNERSHIP: INDIVIDUAL PARTNERSHIP CORPORATION

OWNER'S NAME: Jiam Cao TITLE: owner

PHONE 1: 832-776-0767 PHONE 2: 562-409-4438

FAX: _____ E-MAIL: _____

NOTES TO APPLICANT:

NOT A VALID PERMIT UNTIL BUSINESS OWNER IS NOTIFIED OF APPROVAL AND ALL APPLICABLE FEES ARE PAID IN FULL.
PERMIT FEE \$75.00 (NON-REFUNDABLE)

I HEREBY CONSENT TO UNRESTRICTED ACCESS/ INSPECTION DURING BUSINESS HOURS BY CITY PERSONNEL.

AUTHORIZED SIGNATURE: Jiam Cao DATE: 01/06/2016

I HEREBY SWEAR, UNDER PENALTY OF PERJURY, THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE & CORRECT.

AUTHORIZED SIGNATURE: Jiam Cao DATE: 01/06/2016

NAME OF EMPLOYEE: Jim Cao BUSINESS NAME: Jing Day Spa

*Planning Department is responsible for document collection. All paperwork will be verified by Police Department.

4. APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION (MUST COMPLETE FOR EVERY EMPLOYEE):

- COMPLETE ITEMS 1 THRU 3 OF APPLICATION
- ALL STATEMENTS SIGNED & DATED
- COPY OF ALL MASSAGE THERAPIST'S LICENSE, MASSAGE THERAPY ESTABLISHMENT LICENSE, AND NAMES AND RESIDENCE ADDRESSES FOR MANAGER OR OTHER PERSONS PRINCIPALLY IN CHARGE OF OPERATION OF THE BUSINESS, AND FOR ALL MASSEURS AND EMPLOYEES IN THE BUSINESS.

JAN 06 2015

PERSONAL INFORMATION CONCERNING THE APPLICANT, IF AN INDIVIDUAL; AND CONCERNING EACH STOCKHOLDER HOLDING MORE THAN 10% OF THE STOCK OF THE COOPERATION, AND EACH OFFICER AND DIRECTOR, IF APPLICANT IS A COOPERATION, AND CONCERNING THE PARTNERS, INCLUDING LIMITED PARTNERS, IF THE APPLICANT IS A PARTNERSHIP; AND THE HOLDER OF ANY LIEN, OF ANY NATURE, UPON THE BUSINESS AND/OR THE EQUIPMENT USED THEREIN; AND CONCERNING THE MANAGER OR OTHER PERSON PRINCIPALLY IN CHARGE OF THE OPERATION OF THE BUSINESS. NOT APPLICABLE

COPY OF VALID TEXAS ISSUED I.D. & (2) FRONT FACING 2"X 2" PHOTOGRAPHS

WRITTEN 10 YEAR HISTORY OF BUSINESS OWNER INCLUDING ANY AND ALL LICENSES, DENIED PERMITS, REVOKED & SUSPENDED LICENSES, ETC. just get license in Feb 2015. No business before

COPY OF ALL CRIMINAL ARRESTS, FULLY DISCLOSEING THE JURISDICTION IN WHICH ARRESTED OR NOT APPLICABLE.

COMPLETE SET OF FINGER PRINTS (LA PORTE POLICE DEPARTMENT; 3001 N. 23RD ST.; LA PORTE TX 77571)

LIST NAME, ADDRESS, PHONE # OF 3 HARRIS COUNTY RESIDENTS 18 OR OLDER TO SERVE AS CHARACTER REFERENCES. (NO RELATIVES OR BUSINESS ASSOCIATES)

1. Kai Yan. Song. Lee 917-365-7249 3934 Thisleadow Dr. Pasadena TX 77504-3034
2. Kevin Gassiot 713-907-5600 12407 Shadow Dust Ct. Houston TX 77082
3. Zheng Wang ~~713~~ 626-320-3835 7255 Corporate Dr. Suite 114 Houston, TX 77036

FURNISH COPY OF TEXAS SALES & USE TAX CERTIFICATE

City of La Porte Office use only:

COMPLETE APPLICATION & DOCUMENTS RECEIVED BY: _____

CURRENT ZONING PERMIT FOR THIS ESTABLISHMENT: PERMIT # 16-0025

La Porte Police Department to verify all documents to be true and correct.

- APPROVED DENIED BY: CHIEF OF POLICE: Kenith A. Oden ^{w/ close oversight.} DATE: 1/26/16
- APPROVED DENIED BY: BUILDING OFFICIAL: Mark W. Huber DATE: 4-14-16
- APPROVED DENIED BY: PLANNING DIRECTOR: Phil Pulp DATE: 4-19-16

COMMENTS: _____

LICENSE NO. MT 121940 # 16-0142

(281) 470-5073

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

INSPECTOR ONLINE: (281) 470-5130

****ZONING PERMIT****

CL
Law

Application Number 16-00000025 Date 4/19/16
 Property Address 1309 W FAIRMONT PKWY O
 HCAD Number: 024-182-098-0001
 Application type description ZONING PERMIT
 Subdivision Name LA PORTE
 Property Use
 Property Zoning COMM - GENERAL

Type of Work
JING DAY SPA

Property owner FAIRPORTE GREEN ASSOC LP
 Owner address 1530 FOREST LN S STE C
 GARLAND TX 750427906

Structure Information 000 000 JING DAY SPA NAICS 812199
 Other struct info SIC CODE (ZONING PERMITS) GC

Permit ZONING PERMIT
 Additional desc JING DAY SPA
 Permit pin number XXXXXXXXXX
 Permit Fee 50.00
 Issue Date 4/19/16 Valuation 0
 Expiration Date 10/16/16

Qty	Unit Charge	Per	Extension
		BASE FEE	50.00

- Special Notes and Comments
 April 14, 2016 5:44:45 PM lapokrh2.
1. NAICS# 812199 DAY SPA/ MASSAGE SERVICE.
 2. NAME OF BUSINESS & BUSINESS OWNER: JING DAY SPA, JIANG TING LLC/ JIANG CAO.
 3. ANY CHANGE OF TENANT, USE, OR OWNERSHIP REQUIRES A NEW ZONING PERMIT.
 4. IF ANY INTERIOR AND/ OR EXTERIOR IMPROVEMENTS ARE ANTICIPATED, CHECK WITH CITY FOR POSSIBLE PERMIT REQUIREMENTS PRIOR TO COMMENCING ANY WORK.
 5. STATE OF TEXAS LICENSED MASSAGE THERAPY ESTABLISHMENT LICENSE# ME-3453.
 6. LICENSED MASSAGE THERAPIST LICENSE FOR JIANG CAO IS MT 121940.
 8. EXTERIOR STORAGE NOT ALLOWED.
 9. CHECK WITH CITY FOR POSSIBLE PERMIT REQUIREMENTS PRIOR TO PLACEMENT OF ANY NEW FUTURE SIGNAGE.
 10. PLACEMENT OF ANY SHIPPING CONTAINERS

DF-AP & FMO AP
 emailed 4-21-16 @ 8:31am

(281) 470-5073

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

INSPECTION LINE: (281) 470-5130

**** ZONING PERMIT ****

Application Number	16-00000025	Page	2
		Date	4/19/16

Special Notes and Comments

REQUIRES PRIOR CITY APPROVAL.
 11. THIS ZONING PERMIT IS BEING ISSUED DUE TO OWNERSHIP CHANGE AND NAME CHANGE OF BUSINESS.
 12. APPLICANT IS REQUIRED TO NOTIFY THE INSPECTION DEPARTMENT FOR REQUIRED INSPECTION OF PROPERTY BEFORE UTILITIES WILL BE APPROVED/RELEASED. PLEASE CALL 281-470-5130 TO SCHEDULE INSPECTION IF INSPECTION WAS NOT REQUESTED DURING PERMIT ISSUANCE.

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	50.00	50.00	.00	.00
Grand Total	50.00	50.00	.00	.00

Jim Co

04/19/2016

Signature of Contractor or Authorized Agent Date

Approved by Building Official or Authorized Agent Date

JAN 05 2016

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

Planning & Development Department
Inspections Division
ZONING PERMIT APPLICATION

Phone: 281.470.5073
Fax: 281.470.5005
www.laportetx.gov

1. PROJECT INFORMATION:

DATE OF SUBMITTAL:

PROJECT ADDRESS (If existing): 1309 W Fairmont Pkwy, Suite "O" La Porte, TX 77571

HCAD PARCEL NO(s) 13-digit Tax ID(s): 024-182-098-0001

PROPERTY LEGAL DESCRIPTION:

NEW BUILDING EXISTING BUILDING

BUSINESS NAME: Jing Day Spa

LAST USE OF BUILDING:

DATE USE CEASED:

PROPOSED USE OF BUILDING: New tenant ~~by~~ (everything staying the same)

2. OWNER INFORMATION:

New Name

BUSINESS OWNER'S NAME: Jiam Ting LLC PHONE 1: 281-941-9357

PHONE 2: 832-776-0767 FAX:

E-MAIL:

MAILING ADDRESS OF BUSINESS OWNER: 14723 Earlswood Drive, Houston TX 77083

3. CONTACT INFORMATION:

CONTACT NAME: Jiam Cao CONTACT TITLE:

PHONE 1: 562-409-4438 PHONE 2: FAX:

E-MAIL:

4. APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION (Check applicable boxes):

- COMPLETE ITEMS 1 THRU 4 OF APPLICATION
- SUBMIT COMPLETED APPLICATION, ATTACHED QUESTIONNAIRE & INDUSTRIAL WASTE SURVEY
- COORDINATE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION (TABC) & LA PORTE CITY SECRETARY'S OFFICE FOR ALCOHOL LICENSE & PERMIT REGULATIONS.
- FURNISH COPY OF TEXAS SALES & USE TAX CERTIFICATE

NOTES TO APPLICANT:

1. NOT A VALID PERMIT UNTIL BUSINESS OWNER IS NOTIFIED OF APPROVAL AND ALL APPLICABLE FEES ARE PAID IN FULL.

AUTHORIZED SIGNATURE: Jiang Ting LLC AUTHORIZED PRINTED NAME: Jiang Ting LLC

(STAFF USE ONLY):

ZONING DISTRICT: GC FLOOD ZONE: X TAXES?: OK CE?: NO N/C ISSUE(S)?: NO *YES

ADD TABC/CSD COMMENT FOR RESTAURANT / BAR? YES N/A NAICS NO. OF PROPOSED USE: 812199

APPLICATION IS: APPROVED DENIED NON-CONFORMING ISSUES: YES NO

DIRECTOR'S SIGNATURE: N/A COMMENTS: see attached notes

APPROVED BY: Mark W. Huber DATE: 4-14-16

PERMIT NO. 16-25

ZONING PERMIT NOTES

ADDRESS:

1309 W. Fairmont Pkwy Suite "O"

1. NAICS #

812199

Day Spa/massage Service

TYPE OF BUSINESS

2. NAME OF BUSINESS & BUSINESS OWNER:

Jing Day Spa

JIAN TING, LLC / JIM CAO

3. ANY CHANGE OF TENANT, USE, OR OWNERSHIP REQUIRES A NEW ZONING PERMIT.

4. IF ANY INTERIOR AND/OR EXTERIOR IMPROVEMENTS ARE ANTICIPATED, CHECK WITH CITY FOR POSSIBLE PERMIT REQUIREMENTS PRIOR TO COMMENCING ANY WORK.

5. State of Texas Licensed Massage Therapy Establishment
License # ME-3453.

6. License Massage Therapist License for Jian Cao is

7. IF DUMPSTER IS UTILIZED AND WITHIN PUBLIC VIEW, APPLICANT MUST APPLY FOR AND OBTAIN A PERMIT FOR A DUMPSTER ENCLOSURE PRIOR TO CONSTRUCTION.

MT
121940

8. EXTERIOR STORAGE not allowed

9. CHECK WITH CITY FOR POSSIBLE PERMIT REQUIREMENTS PRIOR TO PLACEMENT OF ANY NEW /FUTURE SIGNAGE.

~~10. ADA / OFF-STREET PARKING~~

10. PLACEMENT OF ANY SHIPPING CONTAINERS REQUIRES PRIOR CITY APPROVAL.

11. This zoning permit is being issued due to ownership change + name change of business

JAN 05 2016

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

Planning & Development Department
ZONING QUESTIONNAIRE

Inspections Division
City of La Porte
Phone: 281.470.5073
Fax: 281.470.5005
www.laportetx.gov

BUSINESS ADDRESS: 1309 W Fairmont Pkwy, Suite 0, La Porte, TX 77571

1. DETAILED DESCRIPTION OF OPERATION/S TO BE PERFORMED AT THIS FACILITY:
Therapys Massage service

2. NUMBER OF EMPLOYEES PER BUILDING (IF APPLICABLE): _____

3. WILL TRACTOR TRAILERS BE INVOLVED IN ANY WAY FOR YOUR PROSOSED OPERATIONS? YES NO

IF YES, DESCRIBE: _____

4. WHAT TYPES OF MATERIALS & PROCESSES WILL BE USED IN YOUR BUSINESS OPERATION?:
MATERIALS: NA

PROCESSES: _____

5. WHAT TYPES OF EQUIPMENT WILL BE UTILIZED IN YOUR BUSINESS OPERATIONS?:
EQUIPMENT: NA

6. WILL OUTSIDE STORAGE BE UTILIZED IN YOUR BUSINESS OPERATIONS? *YES NO

*IF "YES", DESCRIBE WHAT WILL BE STORED OUTSIDE, WHERE IT WILL BE STORED & PROVIDE PHOTOGRAPHS:

7. MANUFACTURING DISTRIBUTING RETAIL OPERATIONS:
DESCRIBE: _____

8. WHO IS YOUR CUSTOMER BASE?: CITIZENS

9. DESCRIPTIONS & QUANTITIES OF MATERIALS TO BE STORED INSIDE BUILDING:
LOTIONS, MASSAGE OILS

10. PROVIDE A LISTING & QUANTITY OF CHEMICALS TO BE STORED INSIDE AND/OR OUTSIDE OF BUILDING:
INSIDE: _____
OUTSIDE: NA

11. IS YOUR BUSINESS CURRENTLY OPERATING IN LA PORTE AT A DIFFERENT ADDRESS? YES NO

IF YES, PROVIDE ADDRESS: _____

12. PROVIDE YOUR COMPANY'S CODE (IF KNOWN): SIC CODE: _____ NAICS CODE: _____

13. HAVE YOU RECENTLY PURCHASED THIS PROPERTY? *YES NO
*IF "YES", PROVIDE A COPY OF YOUR DEED & PROPERTY SURVEY:

14. ARE YOU CURRENTLY LEASING THIS PROPERTY? YES NO

Laporte Police Department

Incident Case Number: 16-02697

Reporting Agency: Laporte Police Department

Print Date/Time: 09/19/2016 09:45:10

Disclaimer: The information contained within this report is reflective of the investigation at the date and time of its printing.

INCIDENT/INVESTIGATION REPORT

Case# **16-02697**
 Date / Time Reported **09/07/2016 11:54 Wed**
 Last Known Secure **09/07/2016 11:54 Wed**
 At Found **09/07/2016 11:54 Wed**

** Contains Restricted Names **

Agency Name
Laporte Police Department

ORI
TX1011300

Location of Incident
1309 W Fairmont Pkwy - O, La Porte TX 77571-

Premise Type
Commercial / Office

Zone/Tract
LP05

I
N
C
I
D
E
N
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D
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A

#	Crime Incident(s)	(Com)	Weapon / Tools	Activity
#1	Prostitution PC 43.02	M	Entry	Security
#2	Crime Incident	()	Entry	Security
#3	Crime Incident	()	Entry	Security

MO

of Victims **1** Type: **SOCIETY / PUBLIC** Injury:

V1 Victim/Business Name (Last, First, Middle) **State Of Texas** Victim of Crime # **1** DOB Age Race Sex Relationship To Offender Resident Status Military Branch/Status

Home Address Home Phone

Employer Name/Address Business Phone Mobile Phone

VYR Make Model Style Color Lic/Lis VIN

V
I
C
T
I
M

OTHERS

INVOLED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: **INDIVIDUAL (NOT A LE OFFICER)** Injury:

Code **CO** Name (Last, First, Middle) **Restricted** Victim of Crime # Age DOB Race Sex Relationship To Offender Resident Status Military Branch/Status

Home Address Home Phone

Employer Name/Address **La Porte Police Department, 3001 N 23rd (DETECTIVE)** Business Phone Mobile Phone

Type: **INDIVIDUAL (NOT A LE OFFICER)** Injury:

Code **IO** Name (Last, First, Middle) **Restricted** Victim of Crime # Age DOB Race Sex Relationship To Offender Resident Status Military Branch/Status

Home Address **3001 N 23rd St La Porte, TX 77571** Home Phone

Employer Name/Address **City Of La Porte, 3001 N 23rd St (POLICE OFFICER)** Business Phone Mobile Phone

I
N
V
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V
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D

1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/Tc	Value	OJ	QTY	Property Description	Make/Model	Serial Number
1	26	6	\$50.00		1	DVR		
1	26	6	\$50.00		1	IPHONE	IPHONE	
1	26	6	\$500.00		1	IPAD	APPLE/Ipad	
1	20	6	\$708.00		1	CURRENCY, NOTES, ETC.		
1	99	EVID	\$1.00		1	CD		

P
R
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P
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Y

Officer/ID# **[REDACTED]**

Invest ID# **(0)** Supervisor **[REDACTED]**

Status Complainant Signature Case Status **Cleared By Arrest** **09/08/2016** Case Disposition: **Cleared By Arrest / Closed** **09/07/2016** Page 2

Incident Report Additional Name List

Laporte Police Department

OCA: 16-02697

Additional Name List

**** Contains Restricted Names ****

Name Code/#	Name (Last, First, Middle)	Victim of Crime #	DOB	Age	Race	Sex
1) CO 2	[REDACTED]					
<i>Restricted</i>	Address ,		H: - -			
	Empl/Addr City Of Baytown, 3200 N Main St		B: 281-[REDACTED]			
			Mobile #: - -			
2) IO 2	[REDACTED]					
<i>Restricted</i>	Address ,		H: - -			
	Empl/Addr City Of La Porte, 3001 N 23rd St		B: 281-[REDACTED]			
			Mobile #: - -			
3) IO 3	[REDACTED]					
<i>Restricted</i>	Address 3001 N 23rd St , La Porte, TX 77571-		H: 281- -			
	Empl/Addr City Of La Porte, 3001 N 23rd St		B: 281-[REDACTED]			
			Mobile #: 281-[REDACTED]			
4) IO 4	[REDACTED]					
<i>Restricted</i>	Address [REDACTED]		H: 281-[REDACTED]			
	Empl/Addr La Porte Police Department, 3001 N. 23rd La Porte Tx 77571		B: 281-[REDACTED]			
			Mobile #: - -			

[REDACTED] 30 W M

INCIDENT/INVESTIGATION REPORT

Laporte Police Department

Case # *16-02697*

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

D R U G S	IBR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity	

Assisting Officers
[REDACTED]

Suspect Hate / Bias Motivated:

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 16-02697

Laporte Police Department

NARRATIVE
 The La Porte Police Street Crimes Unit conducted a vice investigation that resulted in two adult females being arrested and charged with Prostitution,

REPORTING OFFICER NARRATIVE

Laporte Police Department

OCA 16-02697
Date / Time Reported Wed 09/07/2016 11:54

Victim Society	Offense PROSTITUTION
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THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Introduction: On 09072016 the La Porte Street Crimes Unit conducted a vice investigation at the Jing Day Spa located at 1309 West Fairmont Suite O. The investigation resulted in the arrest of two adult females for prostitution.

Evidence: 1) Black video recording system NTSC/PAL Model# ED6004HL with power cord. 2) cellular phone. 3) Ipad. 4)\$708.00 in US currency.

Scene Summary: 1309 West Fairmont Suite O is the address of the Jing Day Spa located within the city limits of La Porte, Harris County Texas. The business is located on the south side of the roadway with the main entrance door facing north. Upon entry there is a customer waiting area with couches on the walls. As you walk south there is a hall way with four rooms along the east wall.

Details: On 09072016 Detectives with the La Porte Street Crimes Unit conducted an investigation at the Jing Day Spa located within the city limits of La Porte. Detective [REDACTED] was equipped with a recording device prior to being sent into the business. Detective [REDACTED] then entered the business and made contact with the employee Chen, Guizhi W/F 10171980. Detective [REDACTED] purchased a thirty minute massage from Chen for \$40.00 using official La Porte Police Department funds. Detective [REDACTED] was then escorted to room number 1 where he was asked by Chen to remove his clothing and lay on the bench. Detective [REDACTED] layed face down on the bed and Chen began a full body massage on Detective [REDACTED]. During the massage Chen touched Detective [REDACTED] genital area. Chen and Detective [REDACTED] then had a conversation during which she agreed to masturbate Detective [REDACTED] for a fee of \$40.00.

Baytown Detective [REDACTED] was also sent into the business in an under cover capacity just after Detective [REDACTED]. Detective [REDACTED] was equipped with a recording device prior to being sent into the business. Detective [REDACTED] entered the business and made contact with employee Hui Jiang W/F 10061966. Jiang asked what type of massage he would like and agreed to an hour massage for \$60.00. Detective [REDACTED] paid for the massage with official police funds. He was then escorted by Jiang back to room number 2. As they made it to the room Jiang advised Detective [REDACTED] to remove his clothing and lay down on the bed. Detective [REDACTED] layed face down on the bed and Jiang began giving him a full body massage. During the massage Jiang began to touch Detective [REDACTED] genital area. Jiang then initiated a conversation with Detective [REDACTED] asking him if he wanted her to masturbate him. Jiang then agreed to masturbate Detective [REDACTED] for the cost of \$40.00. After the agreements were made a pre-arranged bust signal was given by both Detectives and the arrest team made entrance into the business.

Both Jiang and Chen were taken into custody without incident. The Harris County District Attorneys Office was contacted and given the details of the incident. ADA Wilhelm accepted the charge of prostitution on both suspects. They were transported to the La Porte jail by Officer [REDACTED] and processed without incident. The DVR recording device was seized from the business along with \$708.00 in US currency located in the purse belonging to Jiang. These items were tagged and placed into evidence. Also initially seized as evidence were an Ipad and a cellular phone but were subsequently released back to the suspects and placed in their respective bags of property in the La Porte Police Jail. The currency seized from Jiang's purse and placed into evidence as a case exhibit was found to be in denominations consistent with funds obtained from an engaging in prostitution activity relative to the events of this case.

REPORTING OFFICER NARRATIVE

Laporte Police Department

Victim <i>Society</i>	Offense <i>PROSTITUTION</i>	OCA <i>16-02697</i> Date / Time Reported <i>Wed 09/07/2016 11:54</i>
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THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

The business owner and permit holder shows to be Jiang Cao W/F 05271968. I observed several permits on the wall of the business with Cao's name. Cao was issued a summons citation for two counts of the city ordinance violation Sec. 22-245 Failure to give notice to the city of changes of employment. I checked the files prior to the investigation and observed Cao to be the only licensed massage therapist listed for the location through the city.

Disposition: Active / Cleared by arrest.

Incident Report Suspect List

Laporte Police Department

OCA: 16-02697

1	Name (Last, First, Middle) JIANG, HUI						Also Known As				Home Address 	
	Business Address JING DAY SPA 281- - , 1309 W FAIRMONT											
	DOB 10/06/1966	Age 49	Race A	Sex F	Eth N	Hgt 505	Wgt 145	Hair BRO	Eye BRO	Skin LBR	Driver's License / State. TX	
Scars, Marks, Tattoos, or other distinguishing features												

Reported Suspect Detail		Suspect Age	Race	Sex	Eth	Height	Weight	SSN
Weapon, Type	Feature	Make	Model		Color	Caliber	Dir of Travel Mode of Travel	
VehYr/Make/Model		Drs	Style		Color	Lic/St		VIN
Notes						Physical Char		

2	Name (Last, First, Middle) CHEN, GUIZHI						Also Known As				Home Address 	
	Business Address JING DAY SPA 281- - , 1309 W FAIRMONT											
	DOB 10/17/1980	Age 35	Race A	Sex F	Eth	Hgt 504	Wgt 135	Hair BRO	Eye BRO	Skin LBR	Driver's License / State. LA	
Scars, Marks, Tattoos, or other distinguishing features												

Reported Suspect Detail		Suspect Age	Race	Sex	Eth	Height	Weight	SSN
Weapon, Type	Feature	Make	Model		Color	Caliber	Dir of Travel Mode of Travel	
VehYr/Make/Model		Drs	Style		Color	Lic/St		VIN
Notes						Physical Char		

Incident Report Related Property List

Laporte Police Department

OCA: 16-02697

1	Property Description DVR			Make	Model	Caliber
	Color Black	Serial No.	Value \$50.00	Qty 1.000	Unit	Jurisdiction Locally
	Status Seized	Date 09/07/2016	NIC #	State #	Local #	OAN
	Name (Last, First, Middle) * No name *			DOB	Age	Race Sex

Notes

2	Property Description IPHONE			Make IPHONE	Model	Caliber
	Color Grey	Serial No.	Value \$50.00	Qty 1.000	Unit	Jurisdiction Locally
	Status Seized	Date 09/07/2016	NIC #	State #	Local #	OAN
	Name (Last, First, Middle) * No name *			DOB	Age	Race Sex

Notes

3	Property Description IPAD			Make APPLE	Model IPAD	Caliber
	Color	Serial No.	Value \$500.00	Qty 1.000	Unit	Jurisdiction Locally
	Status Seized	Date 09/07/2016	NIC #	State #	Local #	OAN
	Name (Last, First, Middle) * No name *			DOB	Age	Race Sex

Notes

4	Property Description CURRENCY, NOTES, ETC.			Make	Model	Caliber
	Color Green	Serial No.	Value \$708.00	Qty 1.000	Unit	Jurisdiction Locally
	Status Seized	Date 09/07/2016	NIC #	State #	Local #	OAN
	Name (Last, First, Middle) * No name *			DOB	Age	Race Sex

Notes

Incident Report Related Property List

Laporte Police Department

OCA: 16-02697

5	Property Description CD			Make	Model	Caliber
	Color	Serial No.	Value \$1.00	Qty 1.000	Unit	Jurisdiction Locally
	Status Evidence	Date 09/16/2016	NIC #	State #	Local #	OAN
	Name (Last, First, Middle) * No name *			DOB	Age	Race

Notes

CD with audio of the investigation, pocket recorder

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 09/19/2016 09:45

Laporte Police Department

OCA: **1602697**

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *CLEARED BY ARREST*

Case Mng Status: *NA*

Occurred: *09/07/2016*

Offense: *PROSTITUTION*

Investigator: [REDACTED]

Date / Time: *09/16/2016 10:00:11, Friday*

Supervisor: *(0)*

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Cid Supplement*

Case #16-02697

Offense: Prostitution

Detective [REDACTED]

Supplement:

On September 16, 2016, I downloaded the audio recording of the investigation onto a CD and placed the CD into property as evidence.

End of Supplement

Investigator Signature

Supervisor Signature

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: September 26, 2016 Appropriation
Requested By: Tim Tietjens Source of Funds: N/A
Department: Planning & Development Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. City of La Porte Response Data

SUMMARY & RECOMMENDATIONS

Altom Transport, Inc., located at 4700 New West Drive, in the Bayport Industrial District, is requesting that a portion of the water allocated to the company through its existing Water Service Agreement with the City be utilized for a proposed tank cleaning facility at its site. This issue has been discussed with Altom a number of times at the staff level. Previous discussions have indicated that such a request is outside of current policy and was thus denied at the staff level. However, this is an important concern for Altom and the company has requested that the issue be considered/discussed by the Council to determine if an exception may be granted. City policy currently limits the use of industrial district water and sanitary sewer service for any incoming businesses and/or changes in businesses **since 2010** to domestic purposes only (drinking, flushing, washing, etc.).

At the September 12, 2016 meeting, Council requested that staff provide information regarding calls for service for odors at similar facilities south of the residential neighborhoods located along Fairmont Parkway from Driftwood to Canada Road for a three-year period. The call data for the City is attached as an exhibit. It should be noted that the report includes all calls for hazardous release, odor/chemical spills, and hazardous conditions responses for the City. Staff has highlighted the pertinent calls.

Staff is seeking Council direction on the requested exception to the current policy regarding use of industrial district water and sewer service.

Action Required of Council:

Consider approval or denial of Altom Transport's exception request to the City's current policy regarding use of industrial district water and sewer service.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

FDID	Incident ID	Inci Num	Exp Alm Date	Alm Time	Stn	Inci Type	Description	St Prefix	Str ee		
t	Address	St Type	St Suffix	Addr 2	Addr Wild	Number	Apt Room		Xs t P		
refix	Xstreet	Xst Type	Xst Suffix	Rural							
KA535	4PP1A9DB3	16-0000919	0	8/24/2016	15:54:17	FS2	671		HazMat release investigation w/no H		
azMat	5125 Valley View	4900 - 5200					1	N	5125	Valle	
y View	4900 - 5200										
KA535	4PI1ED64L	16-0000893	0	8/17/2016	23:14:25	FS3	671		HazMat release investigation w/no H		
azMat	11026 Deaf Smith	DR					1	N	11026	Deaf	
Smith	DR										
KA535	4ME0B1UBN	16-0000427	0	4/27/2016	00:02:46	FS2	671		HazMat release investigation w/no H		
azMat	10405 W Fairmont	(8200 - 12000)	PKY				1	N	10405	W	Fairm
ont (8200 - 12000)	PKY										
KA535	4LROFX43H	16-0000328	0	4/4/2016	00:34:44	FS2	671		HazMat release investigation w/no H		
azMat	10415 RUSTIC ROCK	RD					1	N	10415		RUSTI
C ROCK	RD										
KA535	4L700CP77	16-0000261	0	3/14/2016	23:44:02	FS2	671		HazMat release investigation w/no H		
azMat	10110 SHELL ROCK	RD					1	N	10110		SHELL
ROCK	RD										
KA535	4KY05IG9S	16-0000228	0	3/6/2016	02:20:57	FS2	671		HazMat release investigation w/no H		
azMat	8700 ORCHARD LN						1	N	8700		ORCHA
RD	LN										
KA535	4KXOT3IXZ	16-0000224	0	3/5/2016	13:22:43	FS2	671		HazMat release investigation w/no H		
azMat	3535 CANADA RD	/4101					1	N	3535		CANAD
A	RD								4101		
KA535	4FI12YKGA	15-0000943	0	8/25/2015	17:54:58	FS2	671		HazMat release investigation w/no H		
azMat	3807 ASPEN DR						1	N	3807		ASPEN
	DR										
KA535	4DLOVMLW1	15-0000657	0	6/17/2015	14:38:11	FS3	671		HazMat release investigation w/no H		
azMat	100 TANYA DR						1	N	100		TANYA
	DR										
KA535	4AU0Q9BBX	15-0000238	0	3/10/2015	13:06:58	FS2	671		HazMat release investigation w/no H		
azMat	5205 CRESTWAY DR						1	N	5205		CREST
WAY	DR										
KA535	4AJ0ZV2K1	15-0000200	0	2/27/2015	16:37:44	FS2	671		HazMat release investigation w/no H		
azMat	W Fairmont (8200 - 12000)	PKY & UNDERWOOD	2					N		W	Fairm
ont (8200 - 12000)	PKY										
	UNDERWOOD										
KA535	49Z0K5LDO	15-0000137	0	2/7/2015	09:13:15	FS2	671		HazMat release investigation w/no H		
azMat	W Fairmont (8200 - 12000)	PKY & Bay Park	2					N		W	Fairm
ont (8200 - 12000)	PKY										
	Bay Park										
KA535	49T02BC0I	15-0000112	0	2/1/2015	00:52:35	FS2	671		HazMat release investigation w/no H		
azMat	3300 FERN ROCK DR						1	N	3300		FERN
ROCK	DR										
KA535	49O183VWC	15-0000099	0	1/27/2015	20:17:43	FS4	671		HazMat release investigation w/no H		
azMat	3911 BARACUDA LN						1	N	3911		BARAC
UDA	LN										
KA535	49H0LN9SU	15-0000069	0	1/20/2015	09:54:15	FS4	671		HazMat release investigation w/no H		
azMat	435 S SHADY LN						1	N	435	S	SHADY
	LN										
KA535	47X13GPV6	14-0001203	0	11/27/201	18:13:14	FS2	671		HazMat release investigation w/no H		
azMat	W Fairmont (8200 - 12000)	PKY & FARRINGT	2					N		W	Fairm
ont (8200 - 12000)	PKY										
	FARRINGTON										
KA535	46S0LPIQ4	14-0001045	0	10/17/201	07:03:50	FS2	671		HazMat release investigation w/no H		
azMat	3817 MAPLE LEAF CIR						1	N	3817		MAPLE
LEAF	CIR										
KA535	45W0YU50L	14-0000908	0	9/15/2014	15:36:47	FS1	671		HazMat release investigation w/no H		
azMat	2600 N Highway	146					1	N	2600	N	Highw

KA535 45R14HPEX 14-0000893 0 9/10/2014 18:33:54 FS2 671
 azMat 10312 S APPLE TREE CIR 1
 TREE CIR

KA535 45L12WNYA 14-0000870 0 9/4/2014 16:41:25 FS2 671
 azMat 8740 SPENCER HWY 1
 ER HWY

KA535 44R0YFP53 14-0000756 0 8/5/2014 15:55:56 FS2 671
 azMat 9210 SAN SABA CT 1
 ABA CT

KA535 43L0JYIJC 14-0000588 0 6/24/2014 08:53:51 FS2 671
 azMat 3805 MAPLE LEAF CIR 1
 LEAF CIR

KA535 4330NFD2A 14-0000515 0 6/6/2014 10:13:43 FS2 671
 azMat 10701 FAIRMONT 1
 ONT

KA535 42G0YHQ3J 14-0000415 0 5/14/2014 10:01:51 FP 671
 azMat 321 W MAIN ST 1
 ST

KA535 42A1EDAL1 14-0000392 0 5/8/2014 17:19:16 FS2 671
 azMat 10701 W Fairmont (8200 - 12000) PKY 1
 ont (8200 - 12000) PKY

KA535 410170F37 14-0000233 0 3/23/2014 19:42:43 FS1 671
 azMat 502 S BROADWAY ST 1
 WAY ST

KA535 41002BI66 14-0000231 0 3/23/2014 01:16:16 FS1 671
 azMat 808 N Twelfth ST 1
 th ST

KA535 40X1EQKMO 14-0000226 0 3/20/2014 18:35:01 FS2 671
 azMat W Fairmont (8200 - 12000) PKY & UNDERWOOD 2
 ont (8200 - 12000) PKY UNDERWOOD RD

KA535 40X1EQKLF 14-0000225 0 3/20/2014 17:15:01 FS2 671
 azMat 10400 FAIRMONT 1
 ONT

KA535 40S1EW4UP 14-0000200 0 3/15/2014 20:41:28 FS2 671
 azMat 8723 Huntersfield LANE 1
 rsfield LANE

KA535 40308IQ1P 14-0000136 0 2/18/2014 13:54:18 FS2 671
 azMat 10908 IDLEWOOD CT 1
 OOD CT

KA535 40306QXKI 14-0000135 0 2/18/2014 13:11:31 FS2 671
 azMat 10924 DOGWOOD DR 1
 OD DR

KA535 3ZM0ZEVZF 14-0000088 0 2/1/2014 09:12:22 FS2 671
 azMat 10701 FAIRMONT 1
 ONT

KA535 3ZA19AWY6 14-0000056 0 1/20/2014 19:42:12 FS2 671
 azMat 10123 ROCKY HOLLOW RD 1
 HOLLOW RD

KA535 3ZA0GUTY7 14-0000052 0 1/20/2014 00:46:23 FS2 671
 azMat FARRINGTON BLVD & SHELL ROCK RD 2
 NGTON BLVD SHELL ROCK RD

KA535 3YFONW1J0 13-0001288 0 12/22/201 10:52:42 FS2 671
 azMat 9802 BARMONT DR 1
 NT DR

HazMat release investigation w/no H
 N 10312 S APPLE

HazMat release investigation w/no H
 N 8740 SPENC

HazMat release investigation w/no H
 N 9210 SAN S

HazMat release investigation w/no H
 N 3805 MAPLE

HazMat release investigation w/no H
 N 10701 FAIRM

HazMat release investigation w/no H
 N 321 W MAIN

HazMat release investigation w/no H
 N 10701 W Fairm

HazMat release investigation w/no H
 N 502 S BROAD

HazMat release investigation w/no H
 N 808 N Twelf

HazMat release investigation w/no H
 N W Fairm

HazMat release investigation w/no H
 N 10400 FAIRM

HazMat release investigation w/no H
 N 8723 Hunte

HazMat release investigation w/no H
 N 10908 IDLEW

HazMat release investigation w/no H
 N 10924 DOGW

HazMat release investigation w/no H
 N 10701 FAIRM

HazMat release investigation w/no H
 N 10123 ROCKY

HazMat release investigation w/no H
 N FARRI

HazMat release investigation w/no H
 N 9802 BARMO

KA535 3XV11P7JU 13-0001211 0 12/2/2013 17:22:25 FS2 671
 azMat MESQUITE DR & DRIFTWOOD DR 2
 ITE DR
 DRIFTWOOD DR
 KA535 3XE0HIFYR 13-0001148 0 11/15/201 07:55:30 FS2 671
 azMat MYRTLE CREEK DR & SPENCER HWY 2
 E CREEK DR
 SPENCER HWY
 KA535 3WW0R2Q5F 13-0001083 0 10/28/201 05:22:32 FS2 671
 azMat 10839 S SYCAMORE DR 1
 ORE DR
 KA535 3WW0NHD3T 13-0001082 0 10/28/201 03:47:34 FS2 671
 azMat 5222 MEADOW CREST DR 1
 W CREST DR
 KA535 3W3170EAH 13-0000974 0 9/29/2013 19:50:57 FS1 671
 azMat S Sixteenth ST & W MAIN ST 2
 enth ST
 MAIN ST
 KA535 3VJ0W4ZYD 13-0000905 0 9/9/2013 14:17:26 FS2 671
 azMat 10342 SHELL ROCK RD 1
 ROCK RD

HazMat release investigation w/no H
 N MESQU
 HazMat release investigation w/no H
 N MYRTL
 HazMat release investigation w/no H
 N 10839 S SYCAM
 HazMat release investigation w/no H
 N 5222 MEADO
 HazMat release investigation w/no H
 N S Sixte
 W
 HazMat release investigation w/no H
 N 10342 SHELL

FDID	Incident	ID	Inci Num	Exp Alm Date	Alm Time	Stn	Inci Type	Description	Addr Type	Addr Wild Number	St Prefix	Street
			Address								St Prefix	Street
			St Type	St Suffix	Addr 2					Apt Room	Xst Pr	
efix	Xstreet			Xst Type	Xst Suffix	Rural						
KA535	4MO15FOGO	16-0000463	0	5/7/2016	14:16:42	FS2	422	Chemical spill or leak	N	10701	W	Fairmo
			10701 W Fairmont	(8200 - 12000)	PKY	1						
			nt (8200 - 12000)	PKY								
KA535	4FN1D53CH	15-0000966	0	8/30/201	22:06:57	FS2	422	Chemical spill or leak	N	9618		DRY SP
			9618 DRY SPRINGS DR			1						
			RINGS	DR								
KA535	4E40KXEDS	15-0000733	0	7/6/2015	08:27:54	FS4	422	Chemical spill or leak	N			Wharto
			Wharton Weems BLVD & S Highway 146			2						
			n Weems	BLVD								
			Highway 146									S
KA535	4630U5A19	14-0000949	0	9/22/201	13:37:23	FS3	422	Chemical spill or leak	N	100		STRANG
			100 STRANG RD			1						
			RD									
KA535	4470IKPTE	14-0000683	0	7/16/201	06:35:36	FS4	422	Chemical spill or leak	N	1706	S	Sixtee
			1706 S Sixteenth ST			1						
			nth	ST								
KA535	4400Q6PGJ	14-0000646	0	7/9/2014	10:47:35	FS1	422	Chemical spill or leak	N		W	Fairmo
			W Fairmont Parkway ST & S Sixteenth ST			2						
			nt Parkway	ST								
			Sixteenth	ST								
KA535	43C0IJM17	14-0000551	0	6/15/201	08:02:40	FS3	422	Chemical spill or leak	N			SENS
			SENS RD & SH 225 FR			2						
			RD									
			SH 225 FR									
KA535	4311BWD46	14-0000510	0	6/4/2014	21:59:39	FS2	422	Chemical spill or leak	N			FLEETW
			FLEETWOOD DR & DOGWOOD DR			2						
			OOD	DR								
			DOGWOOD	DR								
KA535	42MOMOAGP	14-0000437	0	5/20/201	09:41:16	FS2	422	Chemical spill or leak	N	4100		UNDERW
			4100 UNDERWOOD RD			1						
			OOD	RD								
KA535	4180N7FB9	14-0000259	0	3/31/201	10:02:58	FS2	422	Chemical spill or leak	N	10701	W	Fairmo
			10701 W Fairmont	(8200 - 12000)	PKY	1						
			nt (8200 - 12000)	PKY								
KA535	40V0KP9KS	14-0000212	0	3/18/201	10:08:19	FS2	422	Chemical spill or leak	N	10701	W	Fairmo
			10701 W Fairmont	(8200 - 12000)	PKY	1						
			nt (8200 - 12000)	PKY								
KA535	3WK135M6D	13-0001045	0	10/16/20	10:22:49	FS3	422	Chemical spill or leak	N	9401		STRANG
			9401 STRANG RD			1						
			RD									

Incident ID	FDID	Inci Num	Exp	Alm Date	Alm Time	Stn	Inci Type	Description	Addr Type	Addr Vic	Addr Wild	Number	St	P re
fix Street	Address		St Type	St Suffix	Addr 2	Rural		Apt Room						
Xst Prefix	Xstreet	Xst Type	Xst Suffix	Rural										
4PW0ZPOLN	KA535	16-0000938	0	8/31/2016	11:39:37	FS1	421	Chemical hazard	(no spill or leak)			902	S	
Eighth	902 S Eighth ST		ST				1	1	N					
4HZ1DU5CI	KA535	15-0001294	0	11/22/201	22:32:23	FS3	421	Chemical hazard	(no spill or leak)					
BAY AREA	BAY AREA BLVD & FAIRMONT BLVD		BLVD				2	1	N					
4HZ1B06BT	KA535	15-0001293	0	11/22/201	21:31:59	FS1	421	Chemical hazard	(no spill or leak)					
Fairmont	W Fairmont (100 - 1800) PKY & S Highway		PKY				2	1	N				W	
S	(100 - 1800) Highway 146													
4631BHFGK	KA535	14-0000956	0	9/22/2014	22:00:11	FS2	421	Chemical hazard	(no spill or leak)					
UNDERWOOD	UNDERWOOD RD & Montgomery LANE		RD				2	4	N					
4550EGY85	KA535	14-0000812	0	8/19/2014	06:06:33	FP	421	Chemical hazard	(no spill or leak)			2606		
SENS	2606 SENS RD		RD				1	1	N					
4220XT43I	KA535	14-0000360	0	4/30/2014	09:33:39	FS2	421	Chemical hazard	(no spill or leak)			10908		
IDLEWOOD	10908 IDLEWOOD CT		CT				1	1	N					
3WBOXDEZN	KA535	13-0000999	0	10/7/2013	15:20:56	FS1	421	Chemical hazard	(no spill or leak)					
Holmes	S Holmes ST & Park DR		ST				2	1	N					S
3VU1CE7PC	KA535	13-0000948	0	9/20/2013	22:17:53	FS1	421	Chemical hazard	(no spill or leak)			431		N
6TH	431 N 6TH ST		ST				1	1	N					

Incident ID	FDID	Inci Num	Exp Alm Date	Alm Time	Stn	Inci Type	Description	St	Pre
fix Street	Address	St Type	St Suffix	Addr 2	Addr Type	Addr Vic	Addr Wild	Number	Apt Room
Xst Prefix	Xstreet	Xst Type	Xst Suffix	Rural					
40Q0LG1Q6	KA535 16-0000785 0	7/20/2016	07:15:25	FS1 400	Hazardous	condition,	Other		
	W Barbour's Cut BLVD & N Highway 146			2	1	N			W
	Barbour's Cut BLVD								
	N Highway 146								
4OK1FEXUV	KA535 16-0000761 0	7/14/2016	11:47:34	FS1 400	Hazardous	condition,	Other		
	405 S Highway 146			1	1	N		405	S
	Highway 146								
4NA1BQEFW	KA535 16-0000548 0	5/29/2016	17:23:56	FS1 400	Hazardous	condition,	Other		
	700 S BAYSHORE DR /Boat Ramp			1	1	N		700	S
	BAYSHORE DR								Boat Ramp
4LG0M2CL9	KA535 16-0000289 0	3/23/2016	10:55:27	FS1 400	Hazardous	condition,	Other		
	1499 N SH 146 & N SH 146-SH 146;BAR BLVD			2	1	N		1499	N
	SH 146								
	N SH 146-SH 146;BAR BLVD								
4JO1F2PPZ	KA535 16-0000077 0	1/20/2016	23:38:59	FS1 400	Hazardous	condition,	Other		
	218 S Second ST			1	1	N		218	S
	Second ST								
4HY0V3RMO	KA535 15-0001287 0	11/21/201	12:58:53	FS3 400	Hazardous	condition,	Other		
	0 Strang RD			1	1	N		0	
	Strang RD								
4GZ0SXEUN	KA535 15-0001139 0	10/17/201	11:05:26	FS1 400	Hazardous	condition,	Other		
	1138 S Highway 146			1	4	N		1138	S
	Highway 146								
4G70KK8IH	KA535 15-0001040 0	9/19/2015	09:22:06	FS4 400	Hazardous	condition,	Other		
	2038 TROON DR			1	1	N		2038	
	TROON DR								
4FZ0P5OLI	KA535 15-0001011 0	9/11/2015	11:36:06	FS2 400	Hazardous	condition,	Other		
	4922 VALLEY VIEW DR			1	1	N		4922	
	VALLEY VIEW DR								
4EY03F5P3	KA535 15-0000855 0	8/5/2015	01:18:39	FS3 400	Hazardous	condition,	Other		
	10602 N H ST			1	1	N		10602	N
	H ST								
4EJ15MXDG	KA535 15-0000799 0	7/21/2015	19:00:45	FS1 400	Hazardous	condition,	Other		
	E Barbour's Cut (Odd #'s) BLVD & Jamison			2	1	N			E
	Barbour's Cut (Odd #'s) BLVD								
	Jamison								
4DA0NFB5S	KA535 15-0000617 0	6/6/2015	10:46:21	FS3 400	Hazardous	condition,	Other		
	SENS RD & N L ST			2	4	N			
	SENS RD								
	N L ST								
4CU0HPFNE	KA535 15-0000554 0	5/21/2015	07:49:35	FS4 400	Hazardous	condition,	Other		
	S Highway 146 & Wharton Weems BLVD			2	1	N			S
	Highway 146								
	Wharton Weems BLVD								
4CR0RC81I	KA535 15-0000538 0	5/18/2015	12:35:32	FS3 400	Hazardous	condition,	Other		
	Spencer HWY & Boyette ST			2	1	N			
	Spencer HWY								
	Boyette ST								
4B50MIVU5	KA535 15-0000283 0	3/21/2015	10:20:03	FS1 400	Hazardous	condition,	Other		
	816 Park DR /ST VINCENT DP			1	1	N		816	
	Park DR								ST VINCENT D
4B00JHEUQ	KA535 15-0000262 0	3/16/2015	08:50:23	FS1 400	Hazardous	condition,	Other		
	600 LITTLE CEDAR BAYOU DR			1	1	N		600	
	LITTLE CEDAR BAYOU DR								
4AT0VYVYF	KA535 15-0000230 0	3/9/2015	15:44:51	FS1 400	Hazardous	condition,	Other		
	S Second ST & W C ST			2	1	N			S
	Second ST								
	W C ST								
48J12XKHH	KA535 14-0001280 0	12/19/201	17:53:59	FS2 400	Hazardous	condition,	Other		
	3324 SCOTCH MOSS LANE			1	4	N		3324	



**Council Agenda Item
September 26, 2016**

8. (a) Receive report of the La Porte Development Corporation Board – Councilmember Engelken



**Council Agenda Item
September 26, 2016**

9. ADMINISTRATIVE REPORTS

- City Council Meeting, Monday, October 10, 2016
- City Council Meeting, Monday, October 24, 2016

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

11. 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 September 26, 2016 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on September 20, 2016.

Patrice Fogarty



**Council Agenda Item
September 26, 2016**

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