

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



DARYL LEONARD
Councilmember District 3
TOMMY MOSER
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 February 9, 2015, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Michael Thannisch, Congregation Benim Avraham.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Dottie Kaminski.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a)** Recognition - Employee of the (Fourth) Quarter - Charlene Fox (City of La Porte Telecommunications) - Mayor Rigby
 - (b)** Recognition - Employee of the Year - Brian Sterling (City of La Porte GIS Manager) - Mayor Rigby
 - (c)** Recognition - Manager of the Year - Cherell Daeumer (City of La Porte Purchasing Manager) - Mayor Rigby
 - (d)** Recognition - Retirement of James Stark (City of La Porte Public Works Department) - 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 of the minutes of the Council meeting held on January 26, 2015 - P. Fogarty
 - (b)** Consider approval or other action authorizing the City Manager to execute a contract with Port of Houston Authority for the provision of emergency medical services by the City of La Porte EMS for Barbour's Cut Terminal - R. Nolen
 - (c)** Consider approval or other action to renew the 2013 contract with North Houston Pole Line for sanitary sewer repair, replacement and/or rehabilitation with an approved allocation of \$175,000.00 - D. Mick
 - (d)** Consider approval or other action awarding Vehicle Replacement for Fiscal Year 2014-2015 to Brookside Equipment through Texas BuyBoard and rescinding the approval at the January 12, 2015 City Council meeting for purchase of Golf Course and Parks equipment through HGAC - D. Mick

- (e) Consider approval or other action regarding Ordinance 2007-IDA-141, authorizing execution of an Industrial District Agreement between the City of La Porte and Almondwater LLC. - K. Powell
- (f) Consider approval or other action authorizing the Mayor to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Almondwater LLC. - T. Tietjens

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding recommendations by the Planning and Zoning Commission to approve Rezone Request #14-92000004, rezoning property from split Low Density Residential (R-1) and General Commercial (GC), to exclusively General Commercial (GC) for a 1.6611 tract of land located at the southeast corner of Spencer Highway and Canada Road - E. Ensey
- (b) Consider approval or other action regarding an Ordinance amending Chapter 106 Zoning of the Code of Ordinances of the City of La Porte by changing the zoning classification from split Low Density Residential (R-1) and General Commercial (GC) to exclusively General Commercial (GC) for a 1.6611 tract of land located at the southeast corner of Spencer Highway and Canada Road - E. Ensey

8. DISCUSSION OR OTHER ACTION

- (a) Discussion or other action regarding a request by Boone Exploration, Inc. for relief from 300' distance requirement from any dwelling or water well for a proposed Geophysical Mineral Exploration and Testing Permit - T. Tietjens
- (b) Discussion or other action regarding the surcharge fee component of the City of La Porte Industrial Waste Ordinance (This item was tabled at the January 12, 2015 meeting) - D. Mick

9. REPORTS

- (a) Receive report of La Porte Development Corporation Board - Councilmember Engelken
- (b) Receive 2014 City of La Porte Police Department Racial Profiling Report - K. Adcox
- (c) Receive Planning Department Audit Report - T. Tietjens
- (d) Receive Drainage Report - B. Eng

10. ADMINISTRATIVE REPORTS

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

12. EXECUTIVE SESSION

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

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

Texas Government Code, Section 551.071(1)(a) – Consultations with Attorney regarding pending or contemplated Litigation – Meet with City Attorney to discuss contract with 65 La Porte, Ltd.

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

14. **ADJOURN**

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 February 9, 2015, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on February 3, 2015.

Patrice Fogarty



**Council Agenda Item
February 9, 2015**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Michael Thannisch, Congregation Benim Avraham.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Dottie Kaminski.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition - Employee of the (Fourth) Quarter - Charlene Fox (City of La Porte Telecommunications) - Mayor Rigby
 - (b) Recognition - Employee of the Year - Brian Sterling (City of La Porte GIS Manager) - Mayor Rigby
 - (c) Recognition - Manager of the Year - Cherell Daeumer (City of La Porte Purchasing Manager) - Mayor Rigby
 - (d) Recognition - Retirement of James Stark (City of La Porte Public Works Department) - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Employee of the 4th Quarter:
Charlene Fox Dispatcher

On November 15, 2014, while working the graveyard shift, Ms. Fox took a frantic call from a male subject at a chemical plant. The caller advised Ms. Fox that there had possibly been a mass casualty situation involving five people at the plant, and that they were in need of assistance. Ms. Fox quickly sprang into action by taking control of the call. She was able to calm the caller down in order to retrieve proper information so that the units could be properly dispatched. On this night where there were normally three dispatchers on duty, the shift was only manned by Ms. Fox and Mr. Taylor. Ms. Fox was able to give proper instructions to Mr. Taylor, who had recently been release from his training phase and they were able to get the ball rolling to send assistance.

This incident started a 04:47 am and continued until the conclusion of the graveyard shift. During this time Ms. Fox dispatched PD, Fire and EMS to the location, Notified the supervisor on duty, made several phone calls to other agencies that were needed to assist, made contract with the EOC Manager, and placed many other phone calls regarding this incident. During this time she was also responsible for her regular dispatch duties as well, which were all handled very professionally.

This incident hit the media rather quickly. It was a very sad situation to hear that four families lost their loved ones. However, this dispatcher handled the situation with extreme confidence and professionalism. The phone calls were released to the media. Emergency calls are a normal part of a dispatcher's job, but this call required above and beyond the call of duty skills by which Ms. Fox displayed beyond a shadow of a doubt.

Employee of the Year:
Brian Sterling, GIS Manager

As a key member of the Planning Department, Brian has demonstrated his versatility by holding numerous positions since he began in 1986. Among them Survey Tech, Draftsman, Engineering Tech, and most recently, the City's inaugural GIS Manager. Brian's years of comprehensive experience and enormous institutional knowledge have been an invaluable resource for La Porte.

But it has been his most recent contributions to the department and the City that deserve recognition for the award. As the department began implementing the recommendations in the Planning Audit, Brian has taken the lead in reformatting the electronic systems of how the department interacts with the public and the information that was available to the public.

Perhaps even more importantly, over the last several months, the department has suffered staff shortages by as much as 20%. Brian immediately stepped up and offered to take over the development processing tasks associated with the previous Planner position. He not only took over a majority of the duties, but also put into place measures that ensure better record-keeping accountability and improved the system of contact with customers.

Brian demonstrated a whatever-it-takes attitude in processing projects. He was frequently at city hall on weekends and in the evenings. I have heard from members of the internal review loops that the level of detail and professionalism for the organization have improved as a result of his initiatives.

Not only is Brian willing to help wherever and whenever needed, but his solutions are innovative, and his level of organization has stepped up the level of response for the department. We are very proud of the work Brian accomplished through this difficult period and am pleased to present him with Employee of the Year.

Manager of the Year:
Cherell Daeumer, Purchasing Manager

Cherell Daeumer is the City's Purchasing Manager, and she has oversight over all procurement matters of the city. Cherell has shown how very competent and capable she is as a manager, and she is our direct link to the procurement world. This year Cherell has been the catalyst of the purchasing department due to her in-depth knowledge of procurement laws and procedures. Her accomplishments this year are remarkable and vast.

Cherell has accomplished the following:

- Updated all purchasing policies to insure compliance with current governmental codes
- Established terms and Conditions for Purchase Orders and has posted them on the website, which allows vendors to review our terms prior to contracting to do business with the city
- Developed a standard contract agreement for all bids and proposals, which eliminated the antiquated usage of the bid as a contract
- Updated and improved the Purchase Order Form and developed electronic processing for several purchasing processes to include scanning P-Card receipts into the system
- Expanded the P-Card program by eliminating Blanket Purchase Orders which increased the utilization of P-Card to purchase contract and repetitively purchased items
- Implemented an on-line vendor registration, which has increased competition for goods and services (Public Purchase allows vendors all over the state to register and compete for goods and services requested by the city)
- Developed a city wide contract administration to monitor and assist with the management of all contracts within the City
- Received the Achievement in Excellence for Procurement Award (first time ever for the City)
- Organized the first City-Wide Office Supply Swap, which repurposed and recycled unwanted supplies and equipment
- Implemented "go green" concept in Purchasing by utilizing Laserfiche to record and store electronically all bids, contracts, and purchase orders

Cherell is dependable, dedicated, and exceeds all deadlines. She has developed a stellar reputation amongst all city staff. Her office's harmony and cooperation have reached new heights. She and her staff have received numerous compliments from other department heads who praise their accomplishments. She is a pleasure to be around, and she is our ambassador to other city departments and the surrounding business community. Cherell's accession to purchasing manager from financial service technician is an example to other city employees, who desire to obtain promotion and advance their careers. These distinctive accomplishments are the reasons she is deserving of admiration and recognition as the Manager of the Year.

Recognition of James Stark – Retirement with 30 (+) Years of Service

The City of La Porte congratulates James Stark on his retirement effective January 30, 2015, and we thank James for his service on behalf of the City of La Porte residents for 30.5 years. James began his career with the City of La Porte Parks and Recreation Department in August, 1984. In May, 1988 James was transferred to the Public Works Department and was promoted to the position of Equipment Operator 1 and was again promoted in 2004 to Operator 3. James was a very good operator of all of the Public Works Department equipment and earned a number of commendations for his work over the years. A lifelong La Porte resident, James and his family continue to reside in east La Porte.



**Council Agenda Item
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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
JANUARY 26, 2015**

The City Council of the City of La Porte met in a regular meeting on **Monday, January 26, 2015**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. CALL TO ORDER

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

2. INVOCATION – The invocation will be given by Brian Christen, La Porte Community Church.

3. PLEDGE OF ALLEGIANCE – The Pledge of Allegiance will be led by Councilmember Tommy Moser.

4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS

(a) Recognition – Retirement of Monway (Monie) Ison (Bay Forest Golf Course) – Mayor Rigby

Mayor Rigby recognized the retirement of Monway (Monie) Ison.

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

Ross Selvaggi, 10016 Porter Rd., addressed Council urging opposition to the heavy haul corridor.

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 City Council Meeting held on January 12, 2015 – P. Fogarty

(b) Consider approval or other action regarding an Ordinance ordering the May 9, 2015, general election in the City of La Porte – P. Fogarty

(c) Consider approval or other action regarding an Interlocal Joint Election Agreement between the City of La Porte; La Porte ISD and San Jacinto College – P. Fogarty

(d) Consider approval or other action regarding expenditure by the La Porte Development Corporation for an Enhancement Grant not to exceed \$25,000 for Lafitte Cajun Station at the completion of the project – S. Livingston

- (e) Consider approval or other action authorizing the City Manager to execute an Amendment to the Municipal Maintenance Agreement with Texas Department of Transportation for the maintenance of the right-of-way along State Highway 146 – T. Leach
- (f) Consider approval or other action authorizing the Mayor to execute an Agreement with Harris County Transit Authority for the provision of local circulator bus service – T. Leach
- (g) Consider approval or other action regarding a Resolution opposing the designation of State Highway 146 as a heavy haul corridor – T. Leach
- (h) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing the southernmost 30' of the Sylvan Ave., right-of-way between Willow Avenue and Park Drive – T. Tietjens
- (i) Consider approval or other action regarding adoption of a Local Bidder Preference Policy and Local Bidder Preference Application Form – M. Dolby
- (j) Consider approval or other action regarding an Ordinance amending the City of La Porte Fiscal Year 2014-2015 Budget – M. Dolby

Regarding Item H, Councilmember Martin questioned if the City will have to cover the cost of sewer lines for the six (6) new single-family lots after closing the existing sanitary sewer line. Planning and Development Director Tim Tietjens responded no, the developer plans to re-orient the lots; and there will be no obstruction to the utilities.

Councilmember Moser moved to approve the Consent Agenda pursuant to staff recommendations. Councilmember Leonard seconded. **MOTION PASSED.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2015-3565**: AN ORDINANCE CALLING THE REGULAR ANNUAL ELECTION OF THE CITY OF LA PORTE; CALLING A RUN-OFF ELECTION, IF NECESSARY; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR A JOINT ELECTION WITH THE LA PORTE INDEPENDENT SCHOOL DISTRICT AND THE SAN JACINTO COLLEGE; PROVIDING FOR THE USE OF VOTING MACHINES; APPOINTING ELECTION OFFICIALS; PROVIDING FOR METHOD AND DATES OF EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR RETURN AND CANVASS OF VOTES OF SAID ELECTION; PROVIDING FOR NOTICE; PROVIDING FOR A SAVINGS 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 2015-3566**: AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE SYLVAN AVENUE RIGHT-OF-WAY; RETAINING A 10' WIDE SANITARY SEWER EASEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNER, 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 2015-3567**: AN ORDINANCE APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF LA PORTE; TEXAS, FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; 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.

7. AUTHORIZATIONS

- (a) Consider approval or other action regarding an agreement with Ray+Hollington Architects, Inc. for architectural services in the amount of \$88,650 for restoration of the historic LPISD Colored School – R. J. Davidson

Planning and Development Director Tim Tietjens presented a summary; and Deputy Building Official R. J. Davidson provided specific details of the agreement with Ray+Hollington Architects, Inc., for architectural services and the project.

Councilmember Moser moved to approve an agreement with Ray+Hollington Architects, Inc., for architectural services in the amount of \$88,650 for restoration of the historic LPISD Colored School. Councilmember Kaminski seconded. **MOTION PASSED.**

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

(b) Consider approval or other action regarding an amendment to the City of La Porte Employees Handbook relating to education reimbursement guidelines – A. Curry

Human Resources Manager Allison Curry presented a summary.

Councilmember Engelken moved to approve an amendment to the City of La Porte Employees Handbook relating to education reimbursement guidelines. Councilmember Leonard seconded. **MOTION PASSED.**

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

8. DISCUSSION OR OTHER ACTION

(a) Discussion or other action regarding an Ordinance amending the current parkland provisions of Development Ordinance 1444, Section 12.01(a) as it relates to assessing fees for individual dwelling units – T. Tietjens

Planning and Development Director Tim Tietjens presented a summary.

Councilmember Moser moved to approve an Ordinance amending the current parkland provisions of Development Ordinance 1444, Section 12.01(a) as it relates to assessing fees for individual dwelling units. Mayor Rigby seconded. **MOTION PASSED.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2015-3568: AN ORDINANCE AMENDING CITY OF LA PORTE ORDINANCE NO. 1444 BY AMENDING SECTION 12.01 (a) "GENERAL REQUIREMENT FOR DEDICATION OF LAND AND PAYMENT OF PARK DEVELOPMENT FEE"; 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.**

(b) Discussion or other action regarding notification requirements for property owners in connection with public hearings required under Chapter 106 Zoning of the La Porte Code of Ordinances and heard before the City of La Porte Planning and Zoning Commission; La Porte Zoning Board of Adjustment and La Porte City Council – E. Ensey

City Planner Eric Ensey presented a summary.

Councilmember Leonard asked what the notification requirements of surrounding communities are. Mr. Ensey advised Baytown requires 300 feet; Deer Park 200 feet; League City 500 feet; Pasadena 200 feet; and Seabrook 200 feet.

Mayor Rigby questioned if the City had received complaints from residents living outside the 200-foot requirement. Mr. Ensey advised there was a case with a Special Conditional Use Permit where citizens from a subdivision were concerned they did not receive notice.

Councilmember Earp commented 1000 feet seems like a long way, and maybe 500 feet would be better for consideration.

Councilmember Leonard commented 200 feet is fine in most of the city, but in a large lot district maybe having 500-1000 feet would work.

Assistant City Attorney Clark Askins advised he would have to do research the law on the subject of dual standards.

Councilmember Leonard commented if there is an issue with dual standards, he is more inclined to go with Councilmember Earp's suggestion.

Mayor Rigby commented he is fine with 200 feet.

Councilmember Martin questioned why not keep the 200 feet and also send notice to the Homeowners' Association president. Assistant City Attorney Clark Askins advised it may be an equal protection issue.

Mayor Rigby asked if there was a motion to table until a future meeting in order to give time for the assistant city attorney to research dual standards and equal protection. Councilmember Earp stated he is fine with 200 feet; and Councilmember Leonard stated he is, as well.

Councilmember Earp moved to leave as is the notification requirements for property owners in connection with public hearings required under Chapter 106 Zoning of the La Porte Code of Ordinances and heard before the City of La Porte Planning and Zoning Commission; La Porte Zoning Board of Adjustment and La Porte City Council. Councilmember Leonard seconded.
MOTION PASSED.

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

The Assistant City Attorney requested clarification regarding whether this subject matter will be considered by the Planning and Zoning Commission. It was clarified that City Council is not forwarding this subject matter to the Planning and Zoning Commission for consideration.

(c) Discussion or other action regarding proposed draft updates to the City of La Porte and La Porte Area Water Authority Drought Contingency Plans – D. Mick

Public Works Director Dave Mick presented a summary.

Councilmember Engelken moved to approve proposed draft updates to the City of La Porte and La Porte Area Water Authority Drought Contingency Plans. Councilmember Moser seconded.
MOTION PASSED.

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

- (d) Discussion or other action regarding proposed draft updates to the City of La Porte and La Porte Area Water Authority Water Conservation Plans – D. Mick

Public Works Director Dave Mick presented a summary.

Councilmember Engelken moved to approve proposed draft updates to the City of La Porte and La Porte Area Water Authority Water Conservation Plans. Councilmember Martin seconded.
MOTION PASSED.

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

9. Reports

- (a) Receive report of Fiscal Affairs Committee – Councilmember Engelken

Councilmember Engelken provided a report from the Fiscal Affairs Committee meeting held prior to this meeting and reported the City is off to a very good start according the Finance Department.

- (b) Receive report of La Porte Development Corporation Board – Councilmember Engelken

Councilmember Engelken provided a report from the La Porte Development Corporation Board meeting held prior to this meeting, stating the Board will move forward with publishing a 60-day notice of a public hearing to consider awarding an economic development grant to Gantstein Esquire, LLC, for an amount not to exceed \$300,000.

- (c) Receive report on the quarterly Delinquent Tax Report – T. Leach

Assistant City Manager Traci Leach provided a report. There were no questions.

- (d) Receive report on Animal Shelter and Adoption Center – R. J. Davidson

Deputy Building Official R. J. Davidson provided a report. Councilmember Engelken asked if there is a projected opening date for the Animal Shelter and Adoption Center. Mr. Davidson responded he cannot give a hard date, but staff is moving forward on an opening date as fast as possible.

10. ADMINISTRATIVE REPORTS

- La Porte Development Corporation Board Meeting, Monday, February 9, 2015
- City Council Meeting, Monday, February 9, 2015

City Manager Corby Alexander reminded Council of the City Council Budget Retreat in April and asked Council to give some thought to items they wish to discuss.

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

Councilmember Moser thanked Councilmember Kaminski and Mayor Rigby for attending the Martin Luther King, Jr., Park Dedication and City Staff for their assistance; Councilmember Kaminski commented the Martin Luther King, Jr., Park Dedication had nice attendance and congratulated

Monway (Monie) Ison on his retirement; Councilmember Engelken thanked Monway (Monie) Ison for his years of service to the City and congratulated him on his retirement; Councilmember Martin congratulated Monway (Monie) Ison on his retirement, wished Jaree Hefner the best at her new job, commented on the nice speech from Meteorologist Neil Frank at the La Porte Chamber of Commerce Installation Banquet and congratulated his son Jeff Martin for been awarded Volunteer of the Year at the banquet; and Mayor Rigby reiterated comments from Councilmembers Moser and Kaminski in regards to the Martin Luther King, Jr., Park Dedication and the informative speech provided by Meteorologist Neil Frank at the La Porte Chamber of Commerce Installation Banquet.

12. ADJOURN

There being no further business, the meeting adjourned at 7:02 p.m.

Patrice Fogarty, City Secretary

Passed and approved on February 9, 2015.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 9, 2015 Appropriation
Requested By: Ray Nolen Source of Funds: N/A
Department: Emergency Medical Services Account Number:
Report: Resolution: Ordinance: Amount Budgeted:
Other: Amount Requested:
Budgeted Item: YES NO

Attachments :

1. Copy of Contract

SUMMARY & RECOMMENDATIONS

The existing service contract for EMS services with the Port of Houston Authority – Barbour’s Cut Terminal (BCT) Facility expired on January 31, 2015 and has been operating on a month to month basis, pending renewal. This service contract has worked well for the provision of emergency medical services in the past and staff would like to continue the service by renewing the contract between the City of La Porte EMS and the Port of Houston Authority – BCT Facility to provide Emergency Medical Service for a period of thirty-six (36) months.

The attached 2015-18 contract is calculated at a rate of \$27.43 per employee, per year. This is an increase of .57 cents per employee over the previous contract’s negotiated rate. The total agreement amount invoiced will be based on an Average Daily Population at the Barbour’s Cut Facility.

The calculated rate formula is based on the annual operating EMS budget, plus CIP, plus 10%, divided by the current population of La Porte. That figure is then divided by 3 due to a regular employee routinely being at work a third of the day.

2012-15 Revenues – Actual \$79,854.00 / Calls - 108

Attached is a copy of the contract renewal with the Port of Houston Authority for Emergency Medical Service at the Barbour’s Cut Facility. The contract starts on February 1, 2015 and will end on January 31, 2018.

Staff recommends authorizing the City Manager to execute the submitted contract for providing Emergency Medical Service to the Port of Houston – BCT Facility.

Action Required of Council:

Consider approval or other action authorizing the City Manager to execute a contract with the Port of Houston Authority (Barbour’s Cut Terminal) for provision emergency medical services by the City of La Porte EMS.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

CONTRACT FOR GOVERNMENTAL SERVICES

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

THIS CONTRACT made and entered into by and between the CITY OF LA PORTE, a municipal corporation of Harris County, Texas, hereinafter referred to as “LA PORTE” and the PORT OF HOUSTON AUTHORITY, a body politic of Harris County, Texas hereinafter referred to as “PORT”,

WITNESSETH:

WHEREAS, PORT is in need of certain governmental services for the benefit of the people and property at its Barbour’s Cut Terminal; and

WHEREAS, LA PORTE is able and willing to provide said governmental services to PORT, upon the terms, conditions, and covenants herein contained:

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties, it is hereby agreed as follows:

I.

For and during the year beginning on the 1st day of February, 2015 and ending on the 31st day of January, 2018, LA PORTE agrees to furnish to PORT, the emergency medical services hereinafter more specifically described.

II.

For and in consideration of the governmental services to be provided by LA PORTE, PORT agrees to pay LA PORTE thirty-six monthly payments of **TWO THOUSAND TWO HUNDRED SIXTY TWO AND 98/100 DOLLARS (\$2,262.98)**. Such charges are based on a \$27.43 per average daily population fee and are to be paid in full by PORT to LA PORTE, on or before the tenth day of the month following the month in which such services are rendered. Notwithstanding anything to the contrary herein, the total amount of the contract for thirty-six months is not to exceed amount of **EIGHTY ONE THOUSAND FOUR HUNDRED AND SIXTY SEVEN AND 28/100 DOLLARS (\$81,467.28)**.

III.

LA PORTE agrees to provide emergency medical services at PORT’s Barbour’s Cut Terminal. LA PORTE shall transport patients to one of the nearest hospitals that provides emergency services as defined by the transport policy of the City of La Porte

Emergency Medical Services. LA PORTE shall be permitted to charge, to each patient, its most current and customary Emergency Medical Service charges as adopted by City Council.

IV.

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

V.

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

VI.

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

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

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

VII.

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

VIII.

This contract shall become effective at 12:00 A.M. midnight Central Time, at the beginning of the 1st day of February, 2015 and shall remain in full force and effect until the end of the 31st day of January, 2018 unless otherwise cancelled as provided in paragraph VII above. This Contract is entered into subject to the Charter and Ordinances of the City of La Porte, and all applicable state and federal laws.

IX.

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

[EXECUTION PAGE FOLLOWS]

EXECUTED IN DUPLICATE ORIGINALS, as of this the _____ day of _____, 2015.

ATTESTCITY OF LA PORTE

City Secretary

By: _____
City Manager

PORT OF HOUSTON AUTHORITY

By: _____
Tom Heidt, Deputy Executive Director
Finance and Administration

APPROVED AS TO FORM:

Counsel

REVIEWED:

Controller

FUNDS ARE AVAILABLE TO MEET THIS
OBLIGATION WHEN DUE:

Financial Services

PHA Minute No.:

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 9, 2015</u>	<u>Appropriation</u>
Requested By: <u>Dave Mick</u>	Source of Funds: <u>Sewer Rehab-Fund</u>
Department: <u>Public Works</u>	018
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Account Number:
Other: <input type="radio"/>	Amount Budgeted: <u>350,000</u>
	Amount Requested: <u>175,000</u>
	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

- 1. October 14, 2013 Agenda Request**
- 2. September 2013 Bid Tab**
- 3. North Houston Pole Line Concurrence to Extend**
- 4. FY 2014 Contract Language providing for extension**

SUMMARY & RECOMMENDATIONS

The City of La Porte Sanitary Sewer Overflow Elimination Program includes an annual allocation of \$350,000 for the repair, replacement and/or rehabilitation of the City's wastewater collection infrastructure. A typical allocation for contract sanitary sewer pipe bursting and/or slip-lining is \$150,000 to \$185,000/year.

In October 2013, City Council awarded the FY 2014 sewer-rehabilitation contract to North Houston Pole Line with a total allocation of \$182,350. The contract language included a provision that the contract could be renewed a second year at the same unit prices with the concurrence of both the City and contractor.

North Houston Pole Line successfully completed the FY 2014 work requested by the City and have agreed to honor the contract prices for a second year. The FY 2014 unit prices were typically well below the prices provided by competing bidders. Work anticipated in this FY 2015 renewal includes rehabilitation of the Somerton and Lazybrook sanitary sewers and other priorities as they arise throughout the year. Staff is recommending that the FY 2014 North Houston Pole Line contract be renewed for an additional year at \$162,000 and a contingency of \$13,000 for a total FY 2015 allocation of \$175,000.

Action Required of Council:

Consider approval or other action to renew the 2013 contract with North Houston Pole Line for sanitary sewer repair, replacement and/or rehabilitation with an approved allocation of \$175,000 including a \$13,000 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Sealed Bid #13031 - Rehabilitation of Sanitary Sewer Using Sliplining, Pipe Bursting

	Estimated Quantity	Unit of Measure	North Houston Pole Line		PM Construction & Rehab		RL Utilities, Inc.		Reliance Construction Services, Inc.		Horseshoe Construction	
			Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
Base Bid Items												
1. Reconnection of service line 0-10' deep	115	Ea	375	\$43,125.00	700	\$80,500.00	550	\$63,250.00	900	\$103,500.00	650	\$74,750.00
2. Sliplining 6" diameter, 0-10' deep	2000		20	\$40,000.00	38	\$76,000.00	26	\$52,000.00	60	\$120,000.00	27	\$54,000.00
3. Sliplining 8" diameter, 0-10' deep	3500		22	\$77,000.00	38	\$133,000.00	27	\$94,500.00	70	\$245,000.00	25	\$87,500.00
4. Obstruction removal, 0-10' deep	6	Ea	375	\$2,250.00	550	\$3,300.00	1200	\$7,200.00	950	\$5,700.00	250	\$1,500.00
5. Trench safety system 5'-10' deep	1150	LF	1.5	\$1,725.00	1	\$1,150.00	2	\$2,300.00	1	\$1,150.00	1	\$1,150.00
6. Install end of line cleanout with plug and cleanout shoe	6	Ea	375	\$2,250.00	1500	\$9,000.00	400	\$2,400.00	1150	\$6,900.00	1850	\$11,100.00
				\$166,350.00		\$302,950.00		\$221,650.00		\$482,250.00		\$230,000.00
Alternate Bid for Item #2 and #3												
7. Pipe burst 6" and 8" diameter to 8" diameter 0-10 feet deep	5500	LF	29	\$159,500.00	42	\$231,000.00	40	\$220,000.00	90	\$495,000.00	30	\$165,000.00

Information reflects pricing only and other factors may be including during the evaluation process

NOTES:

no references

references provided

no references

no references

references provided

both project and otherwise;
equipment list included
financial and qualification
statement included

both project and otherwise;
equipment list included

bonding not sealed

		North Houston Pole Line	PM Construction & Rehab	RL Utilities, Inc.	Reliance Construction Services, Inc.	Horseshoe Construction
	UOM	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
8. Reconnection of Service line by Excavation 10' -15' deep	EA	\$700.00	\$931.00	\$2,000.00	\$3,700.00	\$1,500.00
9. Reconnection of service line by excavation over 15' deep	EA	\$1,000.00	\$1,263.00	\$5,000.00	\$7,200.00	\$3,000.00
10. Sliplining 6" diameter, 10 – 15' Deep	LF	\$25.00	\$53.00	\$35.00	\$90.00	\$35.00
11. Sliplining 6" diameter, over 15' deep	LF	\$25.00	\$66.00	\$40.00	\$110.00	\$40.00
12. Sliplining 8" diameter, 10' -15' Deep	LF	\$27.00	\$59.00	\$37.00	\$92.00	\$35.00
13. Sliplining 8" diameter, over 15' deep	LF	\$30.00	\$73.00	\$45.00	\$112.00	\$40.00
14. Slipline 10" Dia. 0-10' deep	LF	\$27.00	\$66.00	\$32.00	\$95.00	\$42.00
15. Sliplining 10" diameter, 10' - 15 Deep	LF	\$26.00	\$79.00	\$40.00	\$115.00	\$48.00
16. Sliplining 10" diameter, over 15' deep	LF	\$28.00	\$93.00	\$50.00	\$120.00	\$55.00
17. Sliplining 12" diameter, 0' - 10' Deep	LF	\$30.00	\$79.00	\$40.00	\$100.00	\$50.00
18. Sliplining 12" diameter, 10' - 15' Deep	LF	\$33.00	\$93.00	\$50.00	\$120.00	\$62.00
19. Sliplining 12" diameter, over 15' deep	LF	\$38.00	\$106.00	\$60.00	\$140.00	\$70.00
20. Sliplining 15" diameter, 0-10' deep	LF	\$36.00	\$93.00	\$48.00	\$110.00	\$65.00
21. Sliplining 15" diameter, 10'-15' deep	LF	\$38.00	\$106.00	\$58.00	\$130.00	\$75.00
22. Sliplining 15" diameter, Over 15' Deep	LF	\$40.00	\$119.00	\$70.00	\$150.00	\$90.00
23. Obstruction Removal 10' – 15' Deep	EA	\$500.00	\$1,064.00	\$3,000.00	\$5,000.00	\$1,000.00
24. Obstruction Removal Over 15' Deep	EA	\$1,000.00	\$2,261.00	\$6,000.00	\$9,000.00	\$2,500.00
25. Manhole Ring & Cover Replacement	EA	\$500.00	\$798.00	\$800.00	\$750.00	\$1,000.00
26. Install New Manhole	VF	\$325.00	\$864.00	\$500.00	\$700.00	\$6,850.00

		North Houston Pole Line	PM Construction & Rehab	RL Utilities, Inc.	Reliance Construction Services, Inc.	Horseshoe Construction
27. Point Repair of 6" - 10" Sewers, Up To 8' in length	EA	\$1,500.00	\$2,261.00	\$2,000.00	\$3,700.00	\$4,000.00
28. Extra Length for Point Repair of 6" - 10" Sewers, up to 8' deep	LF	\$30.00	\$99.00	\$300.00	\$106.00	\$60.00
29. Point Repair of 6" - 10" Sewers, 8' To 15' Deep, 12 feet in length	EA	\$2,500.00	\$3,391.00	\$5,000.00	\$7,250.00	\$6,500.00
30. Extra Length for Point Repair of 6" - 10" Sewers, 8' to 15' deep	LF	\$40.00	\$99.00	\$510.00	\$134.00	\$80.00
31. Point Repair of 6" - 10" Sewers, Over 15' Deep, 12 feet in length	EA	\$3,000.00	\$4,655.00	\$8,000.00	\$8,000.00	\$10,000.00
32. Extra Length for Point Repair of 6" - 10" Over 15' deep	LF	\$50.00	\$133.00	\$650.00	\$150.00	\$250.00
33. Point Repair of 12" - 18" Sewers, Up to 8' Deep, 8 feet in length	EA	\$3,300.00	\$4,788.00	\$7,000.00	\$6,000.00	\$7,000.00
34. Extra Length for Point Repair of 12" - 18" Sewers, up to 8' deep	LF	\$60.00	\$199.00	\$800.00	\$150.00	\$280.00
35. Point Repair of 12" - 18" Sewers 8' to 15' Deep, 12 feet in length	EA	\$3,800.00	\$6,783.00	\$10,000.00	\$12,000.00	\$10,000.00
36. Extra Length for Point Repair for 12" - 18" Sewers, 8' to 15' deep	LF	\$65.00	\$199.00	\$1,500.00	\$175.00	\$300.00
37. Point Repair of 12" - 18" Sewers Over 15' Deep 12' in length	EA	\$4,300.00	\$9,310.00	\$15,000.00	\$16,000.00	\$18,000.00
38. Extra Length for Point Repair for 12" - 18" Sewers, over 15' deep	LF	\$75.00	\$266.00	\$2,000.00	\$250.00	\$400.00
39. Remove & Replace 8" Sewer 0' - 10' Deep	LF	\$30.00	\$93.00	\$150.00	\$120.00	\$80.00
40. Remove & Replace 8" Sewer 10' - 15' Deep	LF	\$38.00	\$106.00	\$250.00	\$200.00	\$125.00
41. Remove & Replace 8" Sewer over 15' Deep	LF	\$48.00	\$119.00	\$300.00	\$250.00	\$200.00
42. Remove & Replace 10" Sewer 0' - 10' Deep	LF	\$36.00	\$106.00	\$160.00	\$130.00	\$95.00
43. Remove & Replace 10" Sewer 10' - 15' Deep	LF	\$39.00	\$119.00	\$260.00	\$210.00	\$150.00
44. Remove & Replace 10" Sewer over 15' Deep	LF	\$49.00	\$133.00	\$310.00	\$260.00	\$230.00

		North Houston Pole Line	PM Construction & Rehab	RL Utilities, Inc.	Reliance Construction Services, Inc.	Horseshoe Construction
45. Remove & Replace 12" Sewer 0' – 10' Deep	LF	\$37.00	\$119.00	\$200.00	\$140.00	\$120.00
46. Remove & Replace 12" Sewer 10' – 15' Deep	LF	\$44.00	\$133.00	\$300.00	\$220.00	\$210.00
47. Remove & Replace 12" Sewer over 15' Deep	LF	\$55.00	\$146.00	\$500.00	\$270.00	\$280.00
48. Remove & Replace 15" Sewer 0' – 10' Deep	LF	\$48.00	\$133.00	\$250.00	\$160.00	\$150.00
49. Remove & Replace 15" Sewer 10' – 15' Deep	LF	\$60.00	\$146.00	\$350.00	\$240.00	\$280.00
50. Remove & Replace 15" Sewer over 15' Deep	LF	\$65.00	\$159.00	\$400.00	\$300.00	\$320.00
51. Remove & Replace 18" Sewer 0' – 10' Deep	LF	\$55.00	\$199.00	\$300.00	\$180.00	\$200.00
52. Remove & Replace 18" Sewer 10' – 15' Deep	LF	\$65.00	\$212.00	\$400.00	\$260.00	\$280.00
53. Remove & Replace 18" Sewer over 15' Deep	LF	\$75.00	\$226.00	\$500.00	\$320.00	\$350.00
54. Remove & Replace 24" Sewer 0' – 10' Deep	LF	\$85.00	\$239.00	\$500.00	\$200.00	\$320.00
55. Remove & Replace 24" Sewer 10' – 15' Deep	LF	\$90.00	\$266.00	\$600.00	\$280.00	\$360.00
56. Remove & Replace 24" Sewer over 15' Deep	LF	\$100.00	\$292.00	\$750.00	\$340.00	\$400.00
57. Remove & Replace 30" Sewer 0' – 10' Deep	LF	\$90.00	\$345.00	\$700.00	\$220.00	\$330.00
58. Remove & Replace 30" Sewer 10' – 15' Deep	LF	\$110.00	\$372.00	\$850.00	\$300.00	\$380.00
59. Remove & Replace 30" Sewer over 15' Deep	LF	\$120.00	\$399.00	\$1,000.00	\$360.00	\$420.00
60. Remove & Replace 36" Sewer 0' – 10' Deep LF	LF	\$130.00	\$425.00	\$900.00	\$240.00	\$350.00
61. Remove & Replace 36" Sewer 10' – 15' Deep	LF	\$150.00	\$478.00	\$1,150.00	\$320.00	\$400.00
62. Remove & Replace 36" Sewer over 15' Deep	LF	\$175.00	\$532.00	\$1,500.00	\$380.00	\$425.00

		North Houston Pole Line	PM Construction & Rehab	RL Utilities, Inc.	Reliance Construction Services, Inc.	Horseshoe Construction
63. Well Pointing for Rehabilitation, Up to 10' Deep	LF	\$50.00	\$532.00	\$5,000.00	\$175.00	\$25.00
64. Well Pointing for Rehabilitation, 10' - 15' Deep	LF	\$75.00	\$665.00	\$10,000.00	\$200.00	\$25.00
65. Well Pointing for Rehabilitation Over 15' Deep	LF	\$100.00	\$798.00	\$20,000.00	\$300.00	\$30.00
66. Remove all Types of Street Pavement and Base COURSES, VARYING THICKNESS	SY	\$65.00	\$19.00	\$300.00	\$90.00	\$50.00
67. Sawed Joint, Concrete/Asphalt Pavements	LF	\$8.00	\$13.00	\$15.00	\$6.00	\$5.00
68. Removal & Replacement of 4 1/2" Concrete sidewalk, including reinforcement	SF	\$18.00	\$10.00	\$25.00	\$9.00	\$10.00
69. Removal & Replacement of 4 1/2" Concrete driveway, including reinforcement	SY	\$47.00	\$86.00	\$50.00	\$95.00	\$110.00
70. Removal & Replacement of 6" Concrete Pavement, including reinforcement	SY	\$122.00	\$99.00	\$300.00	\$120.00	\$120.00
71. Removal and Replacement of Concrete Curb	LF	\$23.00	\$46.00	\$50.00	\$30.00	\$30.00
72. Replacement of Base Material and 1 1/2" HMA (Type D), including tack coat	SY	\$52.00	\$79.00	\$300.00	\$150.00	\$80.00
73. Trench Safety System 10' - 15' Deep	LF	\$5.00	\$19.00	\$50.00	\$30.00	\$5.00
74. Trench Safety System Over 15' Deep	LF	\$5.00	\$39.00	\$100.00	\$50.00	\$10.00
75. Extra Cement Stabilized Sand	CY	\$33.00	\$29.00	\$100.00	\$60.00	\$30.00
76. Extra Depth for New Manhole	VF	\$375.00	\$598.00	\$400.00	\$300.00	\$500.00
77. Bypass for each 3" Pump	HR	\$20.00	\$266.00	\$300.00	\$40.00	\$300.00
78. Bypass for each 4" Pump	HR	\$35.00	\$532.00	\$500.00	\$60.00	\$400.00
79. Bypass for each 6" Pump	HR	\$45.00	\$1,064.00	\$800.00	\$80.00	\$500.00
80. Bypass for each 8" Pump	EA	\$65.00	\$1,596.00	\$1,000.00	\$100.00	\$650.00
81. Setup for a 3" Bypass Pump	EA	\$300.00	\$3,325.00	\$1,000.00	\$3,500.00	\$1,000.00

		North Houston Pole Line	PM Construction & Rehab	RL Utilities, Inc.	Reliance Construction Services, Inc.	Horseshoe Construction
82. Setup for a 4" Bypass Pump	EA	\$400.00	\$4,655.00	\$1,500.00	\$4,000.00	\$1,500.00
83. Setup for a 6" Bypass Pump	EA	\$500.00	\$6,650.00	\$2,500.00	\$4,500.00	\$3,000.00
84. Setup for a 8" Bypass Pump	EA	\$600.00	\$9,975.00	\$5,000.00	\$5,000.00	\$5,000.00
85. Pipe Burst 6 "and 8" diameter to 8" diameter 10-15 feet deep	LF	\$30.00	\$66.00	\$50.00	\$120.00	\$60.00
86. Pipe Burst 6 "and 8" diameter to 8" diameter Over 15 feet deep	LF	\$45.00	\$79.00	\$65.00	\$140.00	\$90.00
87. Pipe Burst 10" diameter to 10" diameter 0 - 10 feet deep	LF	\$38.00	\$66.00	\$60.00	\$100.00	\$65.00
88. Pipe Burst 10" diameter to 10" diameter 10-15 feet deep	LF	\$40.00	\$79.00	\$70.00	\$130.00	\$95.00
89. Pipe Burst 10" diameter to 10" diameter Over 15	LF	\$50.00	\$93.00	\$80.00	\$150.00	\$110.00
90. Pipe Burst 12" diameter to 12" diameter 0 - 10 feet deep	LF	\$45.00	\$79.00	\$80.00	\$120.00	\$70.00
91. Pipe Burst 12" diameter to 12" diameter 10-15 feet deep	LF	\$55.00	\$93.00	\$100.00	\$150.00	\$98.00
92. Pipe Burst 12" diameter to 12" diameter Over 15 feet deep	LF	\$65.00	\$106.00	\$150.00	\$170.00	\$120.00
		\$28,253.00	\$77,702.00	\$133,190.00	\$107,624.00	\$93,970.00



**North Houston
Pole Line**

A  QUANTA SERVICES COMPANY

January 9, 2015

City of La Porte
Purchasing Department
604 W. Fairmont Parkway
La Porte, Texas 77571

RE: Sealed Bid #13031

North Houston Pole Line L.P. agrees to extend the bid to remain valid until January, 2016.

Sincerely, 

Frank R Ingram
VP of operations

SCOPE OF WORK

SEALED BID #13013 – REHABILITATION OF SANITARY SEWER USING SLIPLINING, PIPE BURSTING AND REMOVE AND REPLACE TECHNIQUES

The City of La Porte is requesting bids to enter into an annual agreement for sanitary sewer rehabilitation using slipline, pipe bursting, and remove and replace techniques. The total estimated expenditure or work locations for the project is undetermined at this time. **Vendor to provide unit prices only, total annual expenditure not to exceed \$250,000.** No renegotiations of unit prices for the one-year term of this contract will be allowed based on quantities of work to be done. This stipulation supersedes any other sections of these contract documents to the contrary.

Obstructions may be encountered and it will be the Contractor's responsibility to identify and remove additional obstructions with City of La Porte approval prior to pulling liner. End of line cleanout or manhole has not been confirmed. Once the Contractor has confirmed the end of line, manholes or cleanouts will be installed per bid item when not existing.

Each work order issued will consist of a minimum of 500 LF of line to be rehabilitated. It should be understood by the bidder that most of the work will take place in easements. These easements may contain gas lines, water lines, and other utility lines in close proximity to the sewer lines proposed for rehabilitation. It will be the Contractors responsibility to protect and maintain these utilities during the course of his work. Any fencing removed and replaced to accommodate the work is incidental to proposed work and shall be restored to equal or better condition.

Although the contract technically obligates each party for a period of one year, it may be extended one year by mutual agreement of both parties.

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS FOR
Sealed Bid #13031**



City of La Porte, Texas



Rodney Slaton
8-29-13

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**SEALED BID #13031 – REHABILITATION OF SANITARY SEWER
USING SLIPLINING, PIPE BURSTING**

**CITY OF LA PORTE
NOTICE TO BIDDERS**

All sealed bids shall be submitted including one (1) marked original and two (2) duplicates on the original forms and clearly marked with bid number and description. Bids will be received at the Purchasing Office, 604 W. Fairmont Parkway, TX, 77571 until Tuesday, September 17, 2013 at 2:00.

The bids will be opened and publicly read in the Council Chambers immediately after the closing hour for the bids on said date.

No late bids will be considered

Bidding documents furnished by the City of La Porte may be obtained without deposit from:

**City of La Porte Purchasing Office
604 W. Fairmont Pkwy.
La Porte, TX 77571
(281) 470-5126
purchasing@laportetx.gov**

The City of La Porte hereby notifies all bidders that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

Cashier's Check, Certified Check, or acceptable Bid Bond, payable to City of La Porte in an amount not less than 5% of the maximum Bid price submitted, must accompany each Bid as guarantee that, if awarded the Contract, the Bidder will within fifteen (15) calendar days of award of Contract enter into a Contract and execute Bonds on the forms provided in the Contract Documents.

The successful Bidder must furnish PERFORMANCE and PAYMENT BONDS on the forms furnished with the BIDDING DOCUMENTS, in the amount of 100% of the total Contract price.

The City reserves the right to reject any and/or all bids, to waive any and all technicalities and to accept any bid or part thereof, which in the opinion of the city council, is most advantageous to the city. In case of ambiguity or lack of clearness in stating the prices in the bid, the city reserves the right to consider the most advantageous bid thereof or to reject the bid.

BID WITHDRAWAL: No Bid shall be withdrawn for a period of 60 days after the opening of the Bids without the consent of OWNER.

Published: August 29, 2013
September 05, 2013

ARTICLE 1 - DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the "Standard General Conditions of the Construction Contract", (EJCDC No. C-700, 2007 Edition) and have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both singular and plural thereof.

- 1.1 Bidder: One who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to Bidder.
- 1.2 Issuing Office: The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3 Successful Bidder: The responsive and responsible Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.
- 1.4 OWNER and ENGINEER/ARCHITECT, add the following definitions to the General Conditions:
 1. OWNER: Where the word "OWNER" is used in the Contract Documents it shall be understood as referring to the City of La Porte, Texas and its designated representative.
 2. ENGINEER/Architect/Landscape Architect: Where the word "Engineer" "Architect" or "Landscape Architect" is used in the Instructions to Bidders (Section 00200), is shall be understood as referring to the consultant to the OWNER.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER/ARCHITECT assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.2 OWNER and ENGINEER/ARCHITECT, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

Article 3 – Qualifications of Bidders, if requested

- 3.1 Each Bid must contain evidence of Bidder's qualifications to perform the work described in the contract documents. Provide a list of five (5) similar projects completed in the last 5 years. Include a brief description of each project and the name and phone number of an owner or engineer/architect contact.
- 3.2 Each Bidder,
 May be required, before a contract is awarded, to submit all or part of the information listed in Appendix No. 4a items 1 thru 11.
 Must submit all the information listed in Appendix No.4a items 1 thru 11 on the forms provided.

- 3.3 The apparent low bidder;
 X Will not be required to submit an audited financial statement.
 Will be required, after notification by owner, to submit an audited financial statement to determine the bidding capacity for the purpose of awarding contracts. Bidding capacity for each contractor shall be equal to net working capital. Net working capital is defined as current assets less current liabilities, as shown on a balance sheet audited by an independent certified public accountant. The city will determine the minimum bidding capacity for each project. Only those contractors possessing a bidding capacity meeting or exceeding that minimum will be considered qualified for the project.
- 3.4 The information contained in such Bidder's qualifications statement (3.2) and audited financial statement (3.3) is deemed confidential and shall not be disclosed by the city to the public or to other contractors.
- 3.5 The objective of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file Bids. It is intended to make it possible for OWNER to have more exact information on financial ability, equipment, and experience in order to reduce the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.
- 3.6 The OWNER'S decision as to qualification of the Bidders shall be final.

ARTICLE 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid:
- 4.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents including technical data, any reports and or tests referred to in the project documents;
 - 4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - 4.1.5 To promptly notify ENGINEER/ARCHITECT of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER/ARCHITECT by owners of such Underground Facilities or others, and OWNER and ENGINEER/ARCHITECT do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

-
- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in of the General Conditions.
 - 4.4 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto as Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
 - 4.5 On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
 - 4.6 At Bidder's request, OWNER will provide the identification of the general nature of work that is to be performed at the site by OWNER or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
 - 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given ENGINEER/ARCHITECT written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and written resolutions thereof by ENGINEER/ARCHITECT is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ARTICLE 5 - AVAILABILITY OF LANDS FOR WORK, ETC.

- 5.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

ARTICLE 6 - INTERPRETATIONS AND ADDENDA

- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER/ARCHITECT or OWNER, in writing not less than seven (7) business days prior to the date for opening of Bids. No response will be provided to a Bidder's oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described on the Drawings or in the Specifications. Any information provided to Bidders other than by means of the Contract Documents, including Addenda as described below is given informally for information and the convenience of the Bidder only and is not guaranteed. The Bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the Bidder to assert any claim or demand against OWNER or ENGINEER/ARCHITECT on account thereof.
- 6.1.1 Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER/ARCHITECT or OWNER as having received the Bidding Documents, within three (3) business days prior to the date fixed for the opening. All Addenda so issued shall become part of the Contract Documents.
- 6.2 ENGINEER/ARCHITECT will neither approve nor disapprove materials or equipment prior to the opening of Bids, unless specifically stated in bid.
- 6.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER/ARCHITECT.
- 6.4 Each Bidder shall ascertain prior to submitting a Bid that Bidder has received all Addenda issued, and each Bidder shall acknowledge receipt on the Bid Form. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under his bid as submitted.

ARTICLE 7 - BID SECURITY, if required

- 7.1 Each Bid must be accompanied by Bid security made payable to OWNER in amount of not less than 5% of the Bidder's maximum Bid price and in the form of a certified check or a Bid Bond issued by a surety meeting the requirements stated.
- 7.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice to Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the 7th day after the Effective Date of the Agreement with the successful Bidder or the 45th day after the Bid Opening, whichever is earlier, where upon the Bid security furnished by such Bidders will be returned. Bid security of the other Bidders who furnished certified checks will have checks returned within fifteen (15) days after the bid opening. Bond Forms will be returned upon request.

ARTICLE 8 - SUBSTITUTES AND "APPROVED EQUAL" ITEMS

- 8.1 Materials and equipment described in the Contract Documents by using the name of a proprietary item or name of a particular supplier is intended to establish type, function, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "approved equal" item or no substitution is permitted, a substitute or "approved equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER/ARCHITECT. Application for acceptance of substitutes and "or approved equal" items will not be considered by ENGINEER/ARCHITECT until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER/ARCHITECT is set forth in the General Conditions and may be supplemented in the Supplementary Conditions.

ARTICLE 9 - BASIS OF DESIGN

- 9.1 Basis of Design: Unless otherwise indicated, design of this Project is based upon the material or Supplier's equipment named first in the list of manufacturers in a Specification section. ENGINEER/ARCHITECT has performed an evaluation of other listed manufacturers for compliance with the requirements of the Contract Documents. When other manufacturers are listed, CONTRACTOR may be required to make modifications or adjustments, at CONTRACTOR'S expense, to coordinate the installation of the furnished equipment with associated elements of Work, such as piping and electrical connections, or support and mounting provisions.

ARTICLE 10 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 10.1 Upon request, the apparent successful bidder, or any other Bidder so requested, shall submit to the office of ENGINEER/ARCHITECT within 5 days after the receipt of Bids, the following information:
- 10.1.1. A list of the names of CONTRACTOR'S proposed Subcontractors having a direct contract with CONTRACTOR and portion of the Work to be performed by each.
- 10.1.2 CONTRACTOR shall be required to perform with its own work forces at least 50% of the Work, unless written consent to Subcontract a greater percentage of the Work is obtained from OWNER.

ARTICLE 11 - BID FORM

- 11.1 Only the Bid Form included with the Bidding Documents shall be used; additional copies may be obtained from ENGINEER/ARCHITECT (or Issuing Office).
- 11.1.1 For lump sum bids, Bids shall be priced on a lump sum basis for the base contract and include a separate price for each alternate described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternate will be the amount to be added to or deducted from the price of the base Bid if OWNER selects the alternate.
- 11.1.2 On unit price work, the Bid price shall be the total of unit prices extended by the estimated number of units set forth in the Bid and include a separate price for each alternate described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternate will be the amount to be added to or deducted from the price of the base Bid if OWNER selects the alternate. As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER/ARCHITECT as provided in the General Conditions. Bidder has computed unit prices as provided in the General Conditions.

- 11.1.3 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided the General Conditions.
- 11.1.4 All blanks on the Bid Form shall be completed in ink or typed.
- 11.2 The Bidder, when signing the Bid(s) shall meet the following requirements:
- 11.2.1 The full name, telephone number, business address, and e-mail of each Bidder for communications regarding the Bid must be entered on the Bid submitted. The Bid shall be signed in the space provided therefore by written signature of the person or persons properly authorized to sign it. All names must be typed or printed below the signature.
- 11.2.2 A Bid submitted by an individual shall be signed by the Bidder or by an authorized agent.
- 11.2.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.2.4 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address and state of incorporation shall be shown below the signature. Such corporation must be licensed to do business in the state in which the Project is located before a Contract to do the Work embraced in the Bid can be signed. If a foreign corporation, the state under which it is incorporated must be named.
- 11.2.5 Bids which are signed by an attorney-in-fact for individuals, firms, partnerships or joint ventures shall have attached thereto a power-of-attorney evidencing authority to sign the Bid.
- 11.3 The Bid shall contain an acknowledgment of receipt of Addenda, the numbers and dates of which shall be filled in on the Bid Form.
- 11.4 It is the responsibility of the Bidder to submit a neat, accurate, and complete Bid.

ARTICLE 12 - SUBMISSION OF BIDS

- 12.1 Bids shall be submitted at the time and place indicated in the Official Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" and the appropriate Bid number on the face of it. No oral, facsimile, or telephone bids will be accepted.
- 12.2 Bids received after the official Bid closure time will be returned to the Bidder unopened.

ARTICLE 13 - MODIFICATION AND WITHDRAWAL OF BID

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

13.3 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 14 - AWARD OF CONTRACT

14.1 OWNER reserves the right to reject any and all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.

14.2 OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. An extension may not be divided by the number of units specified to determine a unit cost, if such is omitted by the Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.3 In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, supplemental prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

14.4 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted upon request. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

14.5 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

14.6 OWNER shall have the right to reject any unit prices for additions to or deductions from the Work as given in the Bid, if the prices are considered excessive or unreasonable, or to accept any unit prices which may be considered fair and reasonable.

14.7 OWNER shall have the right to accept alternates in any order or combination or to not accept any, unless specifically otherwise provided. The OWNER further reserves the right to award the contract based on an adjusted base bid, which shall consist of any combination of alternate bid items and bid items included in the base bid.

14.8 A Bid which does not contain a unit price which is both adequate and reasonable for each item named in the Bid may be considered irregular and subject to rejection.

14.9 If the contract is to be awarded, it may be awarded to the lowest responsive, responsible Bidder(s).

14.10 If the contract is to be awarded, OWNER will give Successful Bidder notification within a reasonable time.

ARTICLE 15 - CONTRACT SECURITY

15.1 The General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance, and payment bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required bonds.

ARTICLE 16 - SIGNING OF AGREEMENT

16.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required bonds and certificates or policies of insurance as required by the Supplementary Conditions. Within 10 days thereafter OWNER will deliver one fully signed counterpart to CONTRACTOR and ENGINEER/ARCHITECT.

ARTICLE 17 - WAGE RATES

17.1 Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the state and federal government. There shall be paid each employee engaged in Work under this Contract at the site of the Project, the minimum wage for the classifications of labor employed. CONTRACTOR shall make their own investigation locally and satisfy themselves as to availability of labor.

*** END OF INSTRUCTIONS TO BIDDERS ***

- Certification by bidder **(Required)**
- Indemnity Hold Harmless Agreement **(Required)**
- Protection of Resident Workers **(Required)**
- Conflict of Interest Questionnaire **(Required)**

**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: North Houston Pole Line LP

Address: 850 Aldine West Rd
Houston Texas 77037

Printed Name: Richard Garland

Authorized Signature: 

Date: 9-17-13

**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.

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

Or

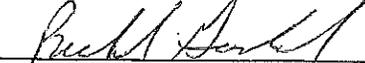
___ The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

(Initial one of the above)

Business Name: North Houston Pole Line L.P.

Address: 850 Alchone Mill Rd
Houston Tx, 77057

Printed Name: Richard Garland

Authorized Signature: 

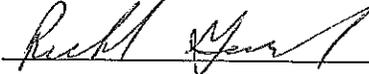
Date: 9-17-13

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: North Houston Pole Line LP
Address: 850 Aldine Mail Rt
Houston Tx 77037
Printed Name: Richard Garland
Authorized Signature: 
Date: 9-17-13

CITY OF LA PORTE
INDEMNITY HOLD HARMLESS AGREEMENT

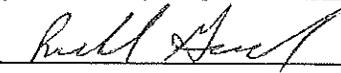
To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of La Porte, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, 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: North Houston Pale Line LP

Address: 850 Aldine Mkt
Houston Texas 77037

Printed Name: Richard Garland

Authorized Signature: 

Date: 9-17-13

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

N/A

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

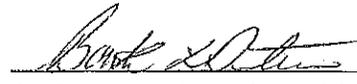
Yes No

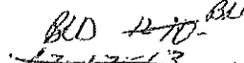
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4 
Signature of person doing business with the governmental entity


Date 10-9-2012

BID FORM
Sealed Bid #13031 – Rehabilitation of Sanitary Sewer
Using Sliplining, Pipe Bursting

DATE: 9-17-13

Bid of North Houston Pipe Line LP an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of Limited Partnership, for Construction of Sanitary Sewer Rehabilitation, 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 BID \$ 166,350.00

Written One Hundred Sixty Six Thousand Three hundred fifty dollars.

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 9-17-13 Signed *Richard Garkind*

By Richard Garkind V.P.
(Title)

North Houston Pate Line LP

850 Aldine Mail Rt Houston Tx 77037
(Address)

832-448-9042
(Telephone Number)

Bob D. Victor
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. _____

Date Received _____

BID SCHEDULE

City of La Porte Sealed Bid #13031
 Project Description: Rehabilitation of Sanitary Sewer Using Sliplining, Pipe Bursting
 (and Remove & Replace Techniques)

BASE BID ITEMS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
1.	Reconnection of Service Line 0' - 10' Deep	115 EA	375 ⁰⁰	43,125.00
2.	Sliplining 6" diameter, 0-10' Deep	2000	20.00	40,000.00
3.	Sliplining 8" diameter, 0' -10' Deep	3500	22.00	77,000.00
4.	Obstruction Removal, 0' - 10' Deep	6 EA	375 ⁰⁰	2,250.00
5.	Trench Safety System 5' - 10" Deep	1150 LF	1.50	1,725.00
6.	Install End of line Cleanout with plug and Cleanout Shoe	6 EA	375 ⁰⁰	2,250.00
TOTAL				166,350.00

ALTERNATE BID ITEM FOR ITEM #2 and #3

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
7.	Pipe Burst 6 "and 8" diameter to 8" diameter 0 - 10 feet deep	5500 LF	29.00	159,500.00

City of La Porte Bid No. 13013

OPTIONAL BID ITEMS

*fill in all blanks

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
8.	Reconnection of Service line by Excavation 10' -15' Deep	EA	700 ⁰⁰
9.	Reconnection of Service line by Excavation Over 15' Deep	EA	1000 ⁰⁰
10.	Sliplining 6" diameter, 10 – 15' Deep	LF	25.00
11.	Sliplining 6" diameter, Over 15' Deep	LF	25 ⁰⁰
12.	Sliplining 8" diameter, 10' -15' Deep	LF	27 ⁰⁰
13.	Sliplining 8" diameter, Over 15' Deep	LF	30.00
14.	Slipline 10" Dia. 0' – 10' Deep	LF	27.00
15.	Sliplining 10" diameter, 10' - 15 Deep	LF	26.00
16.	Sliplining 10" diameter, Over 15' Deep	LF	28.00
17.	Sliplining 12" diameter, 0' - 10' Deep	LF	30.00
18.	Sliplining 12" diameter, 10' - 15' Deep	LF	33.00
19.	Sliplining 12" diameter, Over 15' Deep	LF	38.00
20.	Sliplining 15" diameter, 0'-10' Deep	LF	36.00
21.	Sliplining 15" diameter, 10' – 15' Deep	LF	38.00
22.	Sliplining 15" diameter, Over 15' Deep	LF	40.00
23.	Obstruction Removal 10' – 15' Deep	EA	500 ⁰⁰
24.	Obstruction Removal Over 15' Deep	EA	1000 ⁰⁰
25.	Manhole Ring & Cover Replacement	EA	500 ⁰⁰
26.	Install New Manhole	VF	325.00
27.	Point Repair of 6" - 10" Sewers, Up To 8' Deep 8 Feet in length	EA	1,500 ⁰⁰

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
28.	Extra Length for Point Repair of 6" - 10" Sewers, Up To 8' Deep	LF	30.00
29.	Point Repair of 6" - 10" Sewers, 8' To 15' Deep 12 feet in length	EA	2,500. ⁰⁰
30.	Extra Length for Point Repair of 6" - 10" Sewers, 8' To 15' Deep	LF	40.00
31.	Point Repair of 6" - 10" Sewers, Over 15' Deep 12 feet in length	EA	3000. ⁰⁰
32.	Extra Length for Point Repair of 6" - 10" Over 15' Deep	LF	50.00
33.	Point Repair of 12" - 18" Sewers, Up to 8' Deep 8 feet in length	EA	3300. ⁰⁰
34.	Extra Length for Point Repair of 12" - 18" Sewers, Up to 8' Deep	LF	60.00
35.	Point Repair of 12" - 18" Sewers 8' to 15' Deep 12 feet in length	EA	3800. ⁰⁰
36.	Extra Length for Point Repair for 12" - 18" Sewers, 8' to 15' Deep	LF	65.00
37.	Point Repair of 12" - 18" Sewers Over 15' Deep 12 feet in length	EA	4,300. ⁰⁰
38.	Extra Length for Point Repair for 12" - 18" Sewers, Over 15' Deep	LF	75.00
39.	Remove & Replace 8" Sewer 0' - 10' Deep	LF	30.00
40.	Remove & Replace 8" Sewer 10' - 15' Deep	LF	38.00
41.	Remove & Replace 8" Sewer over 15' Deep	LF	48.00
42.	Remove & Replace 10" Sewer 0' - 10' Deep	LF	36.00
43.	Remove & Replace 10" Sewer 10' - 15' Deep	LF	39.00
44.	Remove & Replace 10" Sewer over 15' Deep	LF	49.00
45.	Remove & Replace 12" Sewer 0' - 10' Deep	LF	37.00
46.	Remove & Replace 12" Sewer 10' - 15' Deep	LF	44.00
47.	Remove & Replace 12" Sewer over 15' Deep	LF	55.00
48.	Remove & Replace 15" Sewer 0' - 10' Deep	LF	48.00
49.	Remove & Replace 15" Sewer 10' - 15' Deep	LF	60.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
50.	Remove & Replace 15" Sewer over 15' Deep	LF	65.00
51.	Remove & Replace 18" Sewer 0' - 10' Deep	LF	55.00
52.	Remove & Replace 18" Sewer 10' - 15' Deep	LF	65.00
53.	Remove & Replace 18" Sewer over 15' Deep	LF	75.00
54.	Remove & Replace 24" Sewer 0' - 10' Deep	LF	85.00
55.	Remove & Replace 24" Sewer 10' - 15' Deep	LF	90.00
56.	Remove & Replace 24" Sewer over 15' Deep	LF	100.00
57.	Remove & Replace 30" Sewer 0' - 10' Deep	LF	90.00
58.	Remove & Replace 30" Sewer 10' - 15' Deep	LF	110. ⁰⁰
59.	Remove & Replace 30" Sewer over 15' Deep	LF	120. ⁰⁰
60.	Remove & Replace 36" Sewer 0' - 10' Deep	LF	130. ⁰⁰
61.	Remove & Replace 36" Sewer 10' - 15' Deep	LF	150. ⁰⁰
62.	Remove & Replace 36" Sewer over 15' Deep	LF	175. ⁰⁰
63.	Well Pointing for Rehabilitation, Up to 10' Deep	LF	50.00
64.	Well Pointing for Rehabilitation, 10' - 15' Deep	LF	75.00
65.	Well Pointing for Rehabilitation Over 15' Deep	LF	100. ⁰⁰
66.	Remove all Types of Street Pavement and Base Courses, Varying Thickness	SY	65. ⁰⁰
67.	Sawed Joint, Concrete/Asphalt Pavements	LF	8.00
68.	Removal & Replacement of 4 1/2" Concrete Sidewalk, Including Reinforcement	SF	18.00
69.	Removal & Replacement of 4 1/2" Concrete Driveway, Including Reinforcement	SY	47.00
70.	Removal & Replacement of 6" Concrete Pavement, Including Reinforcement	SY	122.00
71.	Removal and Replacement of Concrete Curb	LF	23.00
72.	Replacement of Base Material and 1 1/2" HMAC (Type D), Including Tack Coat	SY	52.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
73.	Trench Safety System 10' - 15' Deep	LF	5.00
74.	Trench Safety System Over 15' Deep	LF	5.00
75.	Extra Cement Stabilized Sand	CY	33.00
76.	Extra Depth for New Manhole	VF	375. ⁰⁰
77.	Bypass for each 3" Pump	HR	20.00
78.	Bypass for each 4" Pump	HR	35.00
79.	Bypass for each 6" Pump	HR	45.00
80.	Bypass for each 8" Pump	HR	65.00
81.	Setup for a 3" Bypass Pump	EA	300. ⁰⁰
82.	Setup for a 4" Bypass Pump	EA	400. ⁰⁰
83.	Setup for a 6" Bypass Pump	EA	500. ⁰⁰
84.	Setup for a 8" Bypass Pump	EA	600. ⁰⁰
85.	Pipe Burst 6 "and 8" diameter to 8" diameter 10-15 feet deep	LF	30.00
86.	Pipe Burst 6 "and 8" diameter to 8" diameter Over 15 feet deep	LF	45.00
87.	Pipe Burst 10" diameter to 10" diameter 0 - 10 feet deep	LF	38.00
88.	Pipe Burst 10" diameter to 10" diameter 10-15 feet deep	LF	40. ⁰⁰
89.	Pipe Burst 10" diameter to 10" diameter Over 15 feet deep	LF	50. ⁰⁰
90.	Pipe Burst 12" diameter to 12" diameter 0 - 10 feet deep	LF	45.00
91.	Pipe Burst 12" diameter to 12" diameter 10-15 feet deep	LF	55. ⁰⁰
92.	Pipe Burst 12" diameter to 12" diameter Over 15 feet deep	LF	65. ⁰⁰

Bidder agrees to perform all of the work described in the base bid and further described in the specifications for the sum of

One hundred Sixty Six Thousand Three hundred fifty dollars and zero

dollars (\$ 166,350.00). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidders will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in sum of _____

dollars (\$ 5%) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted :

BY:


(Signature of Authorized Person)

Richard Garland
(Print Name of Authorized Person)

(SEAL)

Vice President
(Title)

North Houston Pole Line LP
(Business Address)
850 Aldine mail Rt
Houston Tx 77057
(City) (State) (Zip Code)

(Telephone Number)

832 - 448 - 9092

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT:	\$	<u>96,475.00</u>
ALL OTHER CHARGES:	\$	<u>69,875.00</u>
TOTAL:	\$	<u>166,350.00</u>

This total must agree with the total "Total Amount Bid" figure shown on the bid sheet.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.



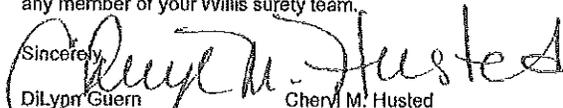
TO: North Houston Pole Line, L.P.
 RE: Obligee: City of La Porte, TX
 Project: Project No. 13013 -- Rehabilitation of Sanitary Sewer
 Bid Date: 9/17/13

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

 DiLynn Guern Account Executive Cheryl M. Husted Account Manager

Your rates were revised as of MAY 18, 2012. The rates listed below are provided to help you calculate approximate bond costs and are applicable for all projects in all states with no exceptions. The rates represent your surety rate plus a service fee. State Surcharges, Time Load Surcharges, Warranty Rates and Miscellaneous Bond Rates are also listed. Please review them and Good Luck on your bid!

PROJECT SPECIFIC RATES:

If your project exceeds an estimated value of \$100,000,000 and/or exceeds 24 months to complete and is located outside the United States please contact Willis for assistance on determining your applicable rate.

STATE SURCHARGES:

FLORIDA / HURRICANE CATASTROPHE FUND SURCHARGE:
 1.3% OF BOND PREMIUM ON ALL BONDS (Effective 01/01/2007)
 KENTUCKY / VARIABLE RATES APPLY

BIDDER PLEASE CONTACT PROJECT COUNTY FOR SURCHARGE TAX RATE

TIME LOAD SURCHARGES: When completion time, as stipulated in the contract, exceeds 24 months or 731 calendar days; compute the basic premium using the applicable rates listed below and increase the computation by the percentage tiers below:

Contract Amount less than \$500,000	Contract Amount of \$500,000 or more
24-36 months use 1% per month	24-36 months use 1% per month
37-48 months use 2% per month	37-48 months use 1.7% per month
Over 48 months use 3% per month	Over 48 months use 2.3% per month

ALL CONTRACT BONDS: The MINIMUM bond premium will be \$173

- 1) All Construction Projects - \$4.03 per thousand Flat Rate
- 2) Bonds that represent 20% or less of the contract amount:
 \$20.15 per Thousand Flat rate (Chubb Only)
- 3) Maintenance Bond not associated with issued Performance or Payment Bonds - \$7.30 per thousand Flat Rate
- 4) Warranty Flat Rates are calculated individually per thousand per year.

Term	Contract Value of less than \$500,000	Contract Value of \$500,000 or more	On Bond Amount less than \$500,000	On Bond Amount \$500,000 or more
Year 1	Free	Free	Free	Free
2 nd Year	\$1.38 per thousand	\$1.51 per thousand	\$6.96 per thousand	\$7.51 per thousand
3 rd Year	\$1.61 per thousand	\$1.66 per thousand	\$8.05 per thousand	\$8.66 per thousand
4 th Year	\$1.84 per thousand	\$1.81 per thousand	\$9.20 per thousand	\$9.81 per thousand
Thereafter	\$2.07 per thousand	\$1.96 per thousand	\$10.35 per thousand	\$10.96 per thousand

MISCELLANEOUS (LICENSE & PERMIT) BONDS:

\$4.03 per thousand annual FLAT RATE. The MINIMUM bond premium will be \$173 per year.

BID BOND

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SURETY'S NO. BID

KNOW ALL MEN BY THESE PRESENTS, THAT _____

North Houston Pole Line, L.P.

(hereinafter called the Principal), as Principal and _____

Federal Insurance Company

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

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligee for _____

Project No. 13031 -- Rehabilitation of Sanitary Sewer

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

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

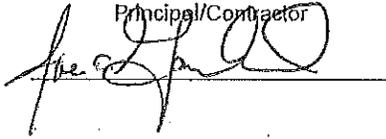
PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 17th
day of September, 2013.

North Houston Pole Line, L.P.

Principal/Contractor

By:



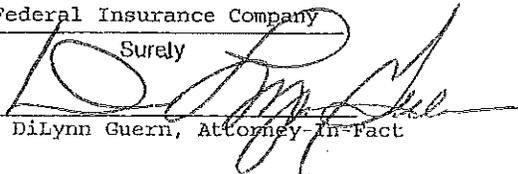
Address: 850 Aldine Mail Route

Houston, TX 77037

Federal Insurance Company

Surety

By:



Address: 15 Mountain View Road

Warren, NJ 07059

NOTE: Attach Power of Attorney



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Florietta Acosta, Donald E. Appleby, Todd Bengford, Sarah C. Brown, Dilynn Guern, Cheryl M. Husted, Lindsey Knickerbocker, Susan J. Lattarulo, Kevin W. McMahon, Mark Sweigart and J R Trojan of Denver, Colorado

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 31st day of July, 2013.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 31st day of July, 2013 before me, a Notary-Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 17th. day of September, 2013.



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

THIS AGREEMENT is dated as of the 28th day of October in the year 2013 by and between The City of La Porte (hereinafter called OWNER) and North Houston Pole Line, Lp. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part of is generally described as follows

*Sealed Bid #13031 – Rehabilitation of Sanitary Sewer
Using Sliplining, Pipebursting*

for

THE CITY OF LA PORTE

ARTICLE 2 - ENGINEER

- 2.1 The Engineer of record is Julian Garza, City Engineer and is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Dave Mick, Director of Public Works DM initials

ARTICLE 3 - CONTRACT TIMES

- 3.1 Permitting CONTRACTOR or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the Contract. Contract times will be established with issuance of each individual work order.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current-funds as follows:

ARTICLE 5 - PAYMENT PROCEDURES

- 5.1 Monthly progress payments on completed work items with ten percent (10%) retainage. Final payment processed upon completion of the project satisfactory to the Owner's Engineer.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 7.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER/ARCHITECT written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER/ARCHITECT is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement
- 8.3 Bid Form
- 8.4 Performance, Payment and other Bonds as required
- 8.5 Notice to Proceed, not attached hereto
- 8.6 General Conditions (Pages #1 to #41, inclusive)
- 8.7 Supplementary Conditions (Pages #1 to #13, Inclusive)
- 8.8 Specifications bearing the title: Project Manual for and consisting of divisions and pages listed in the General Table of Contents.
- 8.9 Drawings, consisting of a cover sheet and sheets numbered 1 through inclusive with each sheet bearing the following general title: .
- 8.10 Wage Rates, per Supplementary Conditions.
- 8.11 Addenda numbers from to inclusive

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER/ARCHITECT. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER/ARCHITECT on their behalf.

This Agreement will be effective on October 28, 2013, (which is the effective Date of the Agreement).

FOR CONTRACTOR

Attest:

[Signature] North Houston Pole Line LP
(Signature) (Typed Name of Contractor)

Baxter L. Denson Project Manager [Signature]
(Typed name and Title) (Signature)

Contractor address for giving notices:

Joe E. Garland Sr Vice President
(Typed Name & Title)

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

FOR OWNER

Attest

[Signature] (City Secretary) (Owner) City of La Porte

[Signature]
(Signature)

Owner Address for giving notices:

(Typed Name & Title)

[Signature]
(City Attorney signature)

(Typed Name)

PERFORMANCE BOND
Sealed Bid #13031 – Rehabilitation of Sanitary Sewer
Using Sliplining, Pipe Bursting

STATE OF TEXAS }

COUNTY OF HARRIS } .

KNOW ALL PERSONS BY THESE PRESENTS:

That North Houston Pole Line, L.P., 850 Aldine Mall Route, Houston, TX 77037
Hereinafter called Principal, and
Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059
Hereinafter called Surety, are held and firmly bound unto the City of La Porte, hereinafter called
Owner, in the full and just sum of
One hundred sixty six thousand, three hundred fifty and 00/100 Dollars,

(\$ 166,350.00) good and lawful money of the United States of America for the payment of
which well and truly to be made, the said Principal and Surety hereby jointly and severally bind
ourselves, heir, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement
dated 10/28/13, to which contract is hereby referred to and made a part hereof as fully
and to the same extent as if copied at length herein.

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 9th day of ~~December~~^{B.D.} October, 2013.

PRINCIPAL:

North Houston Pole Line, L.P.

By: Joe E. Garland

Title: Sr Vice President

Address: 850 Aldine Mail Route
Houston, TX 77037

SURETY:

Federal Insurance Company

By: D. Lynn Guern

Title: DiLynn Guern, Attorney-In-Fact

Address: 15 Mountain View Road
Warren, NJ 07059

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

1. Corporate principals to provide the following certificates:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Joe E Garland, (name) certify that I am secretary/ Sr Vice President
(title) of North Houston Pole Lined (company name) which is named as principal in the
within foregoing Bond, that Joe E Garland, (name of person executing
bond) who signed the said Bond on behalf of the principal, was then
^{BLS} ~~Joe E Garland~~ (title of person executing bond) of said principal; that I know
Sr Vice President his/her signature and that his/her signature is therefore genuine; and the Bond was duly signed,
sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Joe E Garland ^{BLS}
Signature

Richard Garland VP of operations

Joe E Garland ^{BLS}
Print Name

Richard Garland VP of operations

(Corporate Seal - required if a Corporation)

Subscribed and Sworn before me this 17th day of Dec, 2013.

Leigh Ann Wagner
Notary Public



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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 9th day of ~~December~~^{9th}
October, 20 13.

PRINCIPAL:

North Houston Pole Line, L.P.

By: Joe E. Garland

Title: Sr Vice President

Address: 850 Aldine Mail Route
Houston, TX 77037

SURETY:

Federal Insurance Company

By: DiLynn Guern

Title: DiLynn Guern, Attorney-In-Fact

Address: 15 Mountain View Road
Warren, NJ 07059

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

1. Corporate principals to provide the following certificates:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Joe E Garland, (name) certify that I am secretary/ Sr Vice President
(title) of Joe E Garland, (company name) which is named as principal in the
within foregoing Bond, that Joe E Garland, (name of person executing
bond) who signed the said Bond on behalf of the principal, was then
~~Joe E Garland~~ ^{BLD} Sr Vice President (title of person executing bond) of said principal; that I know
his/her signature and that his/her signature is therefore genuine; and the Bond was duly signed,
sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Joe E. Garland ^{BLD} Richard Garland
Signature

~~Joe E. Garland~~ ^{BLD} Richard Garland vp. operations
Print Name

(Corporate Seal - required if a Corporation)

Subscribed and Sworn before me this 17th day of Dec, 2013

Leigh Ann Wagner
Notary Public



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



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Florietta Acosta, Donald E. Appleby, Todd Bengford, Sarah C. Brown, Dilynn Guern, Cheryl M. Husted, Lindsey Knickerbocker, Susan J. Lattarulo, Kevin W. McMahon, Mark Sweigart and J R Trojan of Denver, Colorado

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **31st** day of **July, 2013**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **31st** day of **July, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **9th**. day of **December, 2013**.



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 9, 2015</u>	<u>Appropriation</u>
Requested By: <u>Dave Mick</u>	Source of Funds: <u>Motor Pool</u>
Department: <u>Public Works</u>	Account Number: <u>009 Various</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>109,385</u>
Other: <input type="radio"/>	Amount Requested: <u>79,710</u>
	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

Attachments :

- 1. Summary of Vehicle Replacement**
- 2. Texas BuyBoard Worksheet**

SUMMARY & RECOMMENDATIONS

Staff submitted a request for golf course equipment that was approved by City Council on January 12, 2015. The quotes received by staff were based on HGAC contract prices that expired December 19. The item was prepared by staff anticipating The H-GAC contract with the supplier was not renewed. Texas Association of School Boards (TASB)-Texas BuyBoard and Brookside Equipment have an active contract through May 31, 2017. The \$79,709.96 cost utilizing this contract is \$1,680.96 (2%) greater than the total cost approved by City Council with the January 12 request. The budgeted amount was \$109,385.00.

Action Required of Council:

Rescind the approval at the January 12, 2015 meeting for purchase of Golf Course and Parks equipment through HGAC. Consider approval or other action to award purchase of one – five gang mower (\$54,998.12), one greens mower (\$36,952.39), one gator ATV truck (\$6,459.45), and trade in allowance (-\$18,700.00), to Brookside Equipment for a total cost of \$79,709.96 through the Texas Association of School Boards-Texas BuyBoard.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Brookside Equipment Sales
 7707 Mosley
 Houston, TX 77017
 713-943-7100
 gillespie.gregory@brooksideusa.com

Quote Summary

Prepared For:
 City Of Laporte
 2963 N 23rd St
 La Porte, TX 77571

Delivering Dealer:
 Brookside Equipment Sales
 Brant North
 7707 Mosley
 Houston, TX 77017
 Phone: 713-943-7100
 bnorth@brooksideusa.com

TASB CONTRACT #447-14. MAKE P.O. OUT TO: JOHN DEERE CO. 2000 JOHN DEERE RUN. CARY, N.C. 27513. SEND CONFIRMING COPY TO BRANT NORTH FOR ORDER ENTRY PROCEDURES. bnorth@brooksideusa.com

Quote ID: 10820589
 Created On: 15 January 2015
 Last Modified On: 15 January 2015
 Expiration Date: 14 February 2015

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 7700A PrecisionCut Fairway Mower Contract: TASB_447-14 Price Effective Date: December 9, 2014	\$ 72,287.00	\$ 54,998.12 X	1 =	\$ 54,998.12
JOHN DEERE 2500B PrecisionCut Riding Greens Mower - Diesel Contract: TASB_447-14 Price Effective Date: December 9, 2014	\$ 48,534.73	\$ 36,952.39 X	1 =	\$ 36,952.39
JOHN DEERE PR15 - Gator TS (Cayman Turf Tires) Contract: TASB_447-14 Price Effective Date: December 9, 2014	\$ 7,649.82	\$ 6,459.45 X	1 =	\$ 6,459.45

Equipment Total \$ 98,409.96

Trade In Summary	Qty	Each	Extended
2009 JOHN DEERE 2653B PROF UTILITY MOWER-18HP - TC2653T030082	1	\$ 7,500.00	\$ 7,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 7,500.00

Salesperson : X _____

Accepted By : X _____



ALL PURCHASE ORDERS MUST BE MADE OUT TO
(VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
gillespie.gregory@brooksideusa.com

2009 JOHN DEERE 2653B PROF UTILITY MOWER-18HP - TC2653T030083	1	\$ 7,500.00	\$ 7,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 7,500.00
2010 JACOBSON Greens King - 062304	1	\$ 3,700.00	\$ 3,700.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 3,700.00
Trade In Total			\$ 18,700.00

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 98,409.96
Trade In	\$ (18,700.00)
SubTotal	\$ 79,709.96
Total	\$ 79,709.96
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 79,709.96

Salesperson : X _____

Accepted By : X _____

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>January 12, 2015</u>		<u>Appropriation</u>
Requested By:	<u>D. Mick</u>	Source of Funds:	<u>Motor Pool</u>
Department:	<u>Public Works</u>	Account Number:	<u>009 Various</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/>	Ordinance: <input type="radio"/>	Amount Budgeted:
Other: <input type="radio"/>			<u>109,385.00</u>
			Amount Requested:
			<u>78,029.00</u>
Attachments :		Budgeted Item:	<input type="radio"/> YES <input type="radio"/> NO

1. Summary of Vehicle Replacement
2. HGAC Worksheet

SUMMARY & RECOMMENDATIONS

The FY 2015 budget includes funding for the replacement of one greens mower, two three-gang mowers, and one tractor consulting with departments, there are two changes to this equipment replacement schedule:

- Reducing golf course fleet from 2 three-gang mowers to one five-gang mower. The 5-gang unit will cover more ground used to mow fairways, green slopes, and tee slopes using one operator in place of two.
- Parks currently has one Gator ATV truck stationed on the west side of town at Pecan Park in regular use. An ATV needed on the east side of town requiring pickup and delivery of the ATV truck to the east side of town eliminating Pecan Park.

Competitive quotes were received through H-GAC (Contract GR01-12), local government purchasing cooperative, for replacement of five gang mower, one Greens Mower, and one Gator ATV truck.

VENDOR	BUDGET ITEM	BUDGETED	BID
	Five Gang Mower ¹	57,584.00	54,637.93
	Greens Mower	32,609.00	35,688.17
Brookside Equipment	Gator ATV truck ²	<u>19,192.00</u>	<u>6,422.25</u>
	Total	109,385.00	96,728.35
	Trade-in allowance		<u>-18,700.00</u>
	Due Brookside		78,028.35

¹ Changing 2 -- three-gang mowers to 1 -- five gang mower

² Changing tractor to Gator ATV truck

Action Required of Council:

Consider approval or other action to award purchase of one – five gang mower (\$54,637.93), one greens mower (\$3,422.25), and trade in allowance (-\$18,700.00), to Brookside Equipment.

Approved for City Council Agenda

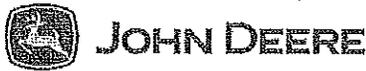
Corby D. Alexander, City Manager

Date

**CITY OF LA PORTE
SUMMARY OF VEHICLE REPLACEMENTS
FISCAL YEAR 2014-15**

Account Number	Amount	Unit	Description
009-5050-522-8050	\$ 31,140	50-01	2005 Ford Explorer
* 009-5051-522-8050	424,730	51-32	1994 KME Fire Pumper
009-5051-522-8050	46,676	51-19	2002 Ford F250 4WD Crewv Cab
009-5059-522-8050	72,500	59-30	2009 F450 AMB Cab & Chasis
009-5253-521-8050	35,125	53-11	2009 Ford Police Interceptor
009-5253-521-8050	35,125	53-16	2010 Ford Police Interceptor
009-5253-521-8050	35,125	53-53	2006 Ford Police Interceptor
009-5256-521-8050	20,796	56-18	2007 Chevy Sedan
009-5256-521-8050	20,796	56-19	2007 Chevy Sedan
009-5256-521-8050	35,125	56-68	2008 Chevy Impala Interceptor
009-5258-521-8050	35,125	58-40	2007 Chevy Sedan
009-6049-551-8050	32,609	49-16 ✓	2010 Greens Mower
009-6049-551-8050	28,792	49-42 ✓	2009 Three Gang Mower
009-6049-551-8050	28,792	49-43 ✓	2009 Three Gang Mower
009-6054-510-8050	34,027	54-01	2006 Ford F250 Pickup
009-6147-515-8050	17,525	47-01	2005 Ford F150 Pickup
009-7070-531-8050	32,319	70-03	2003 Chevy S10 Blazer
009-7071-531-8050	109,631	71-27	2001 Freightliner 6YD Dump
009-7071-531-8050	145,664	71-28	1996 Case Wheel Loader
009-7071-531-8050	26,259	71-38	2004 John Deere 5320 Tractor
009-7071-531-8050	135,915	71-49	2003 Intl. Pothole Patch Truck
009-7071-531-8050	292,967	71-54	2002 Gradall Excavator
009-7071-531-8050	29,010	71-57	2003 Ford 55 HP Tractor
009-7072-532-8050	97,155	72-04	2004 Ford 25YD Trach
009-7077-533-8050	32,206	77-55	2003 75HP Tractor
009-7084-533-8050	17,559	84-23	2006 Chevy Half Ton Pickup
009-8080-552-8050	19,192	80-01 ✓	2001 John Deere 790 Tractor
009-8080-552-8050	19,192	80-13	2001 John Deere 790 Tractor
009-8080-552-8050	33,690	80-42	2003 Ford F350 Crew Cap
009-8080-552-8050	17,559	80-54	2006 Ford F150 Pickup
009-8082-551-8050	<u>39,665</u>	82-10	2004 Ford Econoline Van
	\$ 1,981,991		

* 51-32 unit was ordered in October 2013



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
gillespie.gregory@brooksideusa.com

Quote Summary

Prepared For:
City Of Laporte
Mike Collins
2963 N 23rd St
La Porte, TX 77571

Delivering Dealer:
Brookside Equipment Sales
Brant North
7707 Mosley
Houston, TX 77017
Phone: 713-943-7100
bnorth@brooksideusa.com

HGAC CONTRACT GR01-12. MAKE P.O. OUT TO: JOHN DEERE CO. 2000 JOHN DEERE RUN. CARY, N.C. 27513. SEND CONFIRMING COPY TO BRANT NORTH FOR ORDER ENTRY PROCEDURES. bnorth@brooksideusa.com

Quote ID: 10446923
Created On: 16 October 2014
Last Modified On: 13 November 2014
Expiration Date: 19 December 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
49.16 49.42 JOHN DEERE 7700A PrecisionCut Fairway Mower Contract: TX HGAC GR01-12 Price Effective Date: October 16, 2014	\$ 72,287.00	\$ 54,637.93 X	1 =	\$ 54,637.93
49.43 JOHN DEERE 2500B PrecisionCut Riding Greens Mower - Diesel Contract: TX HGAC GR01-12 Price Effective Date: October 16, 2014	\$ 47,153.39	\$ 35,668.17 X	1 =	\$ 35,668.17
80.01 JOHN DEERE PR15 - Gator TS (Cayman Turf Tires) Contract: TX HGAC GR01-12 Price Effective Date: November 12, 2014	\$ 7,649.82	\$ 6,422.25 X	1 =	\$ 6,422.25

Equipment Total \$ 96,728.35

Trade In Summary	Qty	Each	Extended
49.16 2009 JOHN DEERE 2653B TRIM/SURROUND MOWER - TC2653T030082 PayOff	1	\$ 7,500.00	\$ 7,500.00
Total Trade Allowance			\$ 0.00
			\$ 7,500.00

Salesperson : X _____

Accepted By : X _____

Confidential

January 12, 2015 Attachment



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
gillespie.gregory@brooksideusa.com

49-42

2009 JOHN DEERE 2653B TRIM/SURROUND
MOWER - TC2653T030083
PayOff
Total Trade Allowance

1 \$ 7,500.00 \$ 7,500.00
\$ 0.00
\$ 7,500.00

49-43

2010 Jacobsen Greens King - 062304
PayOff
Total Trade Allowance

1 \$ 3,700.00 \$ 3,700.00
\$ 0.00
\$ 3,700.00

Trade In Total **\$ 18,700.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 96,728.35
Trade In \$ (18,700.00)
SubTotal \$ 78,028.35
Total \$ 78,028.35
Down Payment (0.00)
Rental Applied (0.00)
Balance Due \$ 78,028.35

January 12, 2015 Attachment

Salesperson : X _____

Accepted By : X _____

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 9, 2015

Appropriation

Requested By: Kathy Powell

Source of Funds:

Department: Finance

Account Number:

Report: Resolution: Ordinance:

Amount Budgeted:

Other:

Amount Requested:

Budgeted Item: YES NO

Attachments :

1. Ordinance
2. Industrial District Agreement

SUMMARY & RECOMMENDATIONS

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

Almondwater LLC has requested to execute an Industrial District Agreement with the City of La Porte. The property is being split out of 2007-IDA-119 – Seawater.

Staff recommends City Council authorize the execution of an Industrial District Agreement with Almondwater LLC.

- Ordinance No. 2007-IDA-141 Almondwater LLC 4330 New West Drive

Action Required of Council:

Consider approval or other action of ordinance 2007-IDA-141 authorizing the execution by the City of La Porte of Industrial District Agreements listed above.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2007-IDA-141

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH ALMONDWATER LLC, A TEXAS CORPORATION FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEROF.

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

Section 1. Almondwater LLC, a Texas Corporation 4330 New West Drive has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

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

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

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

PASSED and APPROVED, this 9th day of February 2015.

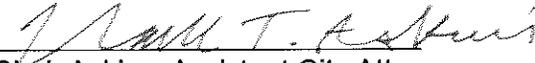
CITY OF LA PORTE

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark Askins, Assistant City Attorney

NO. 2007-IDA-141

STATE OF TEXAS

COUNTY OF HARRIS

INDUSTRIAL DISTRICT AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

I.

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

II.

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

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

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

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

III.

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

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

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

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

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

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and

2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Year following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
 - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
 - ii. a cumulative value of at least \$3,500,000.00.

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

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and
3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

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

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

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

IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2009, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

V.

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

VI.

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

Company shall have the right to take all legal steps desired by it to reduce the same.

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

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

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

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

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

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

VII.

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

VIII.

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

IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

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

X.

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

XI.

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

XII.

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

To the City of La Porte:

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

To Company:

Almond Water, LLC
(COMPANY)
Attention: HK Department
4450 NEW WEST DR.
PASADENA, TX 77507

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

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

Plant Manager

Name: Ralph Baughman
Address: 4550 NEW WEST DRIVE
PASADENA, TX 77507
Phone: 713-248-2919
Fax:
Email: ralph@internationalfumigators.com

Tax Agent/Billing Contact

Name: LeighAnn Baughman
Address: 4550 New West Drive
PASADENA, TX 77507
Phone: 512-695-6656
Fax:
Email: labaughman@mac.com

ENTERED INTO effective the 1st day of January, 2008.

By: [Signature] (COMPANY)
Name: RALPH BAUGHMAN
Title: Contractor
Address: 4550 NEW WEST DR.
PASADENA, TEXAS 77507

ATTEST:

CITY OF LA PORTE

City Secretary

By: _____
Louis R. Rigby
Mayor

APPROVED:

[Signature]
Knox W. Askins
City Attorney
City of La Porte
for

By: _____
Corby D Alexander
City Manager

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

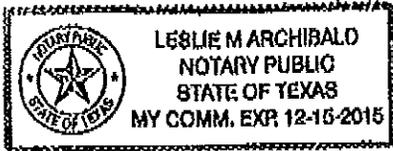
CITY OF LA PORTE
604 West Fairmont Parkway
La Porte, TX 77571

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 17 day of December, 2014, by _____, _____ of _____ corporation, a _____ corporation, on behalf of said entity.



Notary Public, State of Texas



STATE OF TEXAS :
:
COUNTY OF HARRIS :

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

Notary Public, State of Texas

"EXHIBIT A"

(Metes and Bounds Description of Land)

METES AND BOUNDS DESCRIPTION
4330 NEW WEST DRIVE
PASADENA, TEXAS. 77507

ALL THAT CERTAIN 1.317 ACRE TRACT OF LAND BEING OUT OF AND PART OF RESTRICTED RESERVE "B", OF BAYPORT NORTH INDUSTRIAL PARK, PARTIAL REPLAT NO. 1, ACCORDING TO THE PLAT RECORDED IN FILM CODE NO. 516293 OF THE HARRIS COUNTY MAP RECORDS, SAID 1.317 ACRE TRACT ALSO BEING OUT OF A 5.7515 ACRE TRACT OF LAND DESCRIBED IN HARRIS COUNTY CLERK'S FILE NO. 20090388467 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Basis for bearings: West R.O.W. line of New West Drive per record plat.

BEGINNING at a 1/2 inch iron rod with cap set for the Southeast corner of the herein described 1.317 acre tract of land, said point also being located North 03° 06' 23" West a distance of 297.71 feet from the Southeast corner of said 5.7515 acre parent tract and lying in the West R.O.W. line of New West Drive (60' R.O.W.);

THENCE across and through said Reserve "B" and along a line parallel to the North line of said 5.7515 acre tract, South 86° 53' 37" West passing at distance of 354.92 feet a 1/2 inch iron rod with cap set for reference and continuing a total distance of 424.92 feet to the Southwest corner of the herein described 1.317 acre tract of land, said point also lying in the West line of Reserve "B";

THENCE along the West line of Reserve "B", same being the West line of said 5.7515 acre tract, North 03° 06' 23" West a distance of 135.00 feet to the Northwest corner of the herein described 1.317 acre tract of land, said point also being located South 03° 06' 23" West, 150.00 feet from the Northwest corner of said 5.7515 acre tract;

THENCE across Reserve "B" and parallel to the North line of said 5.7515 acre tract of land, North 86° 53' 37" East passing at a distance of 70.00 feet a 1/2 inch iron rod with cap for reference and continuing a total distance of 424.92 feet to a 1/2 inch iron rod with cap found for the Northeast corner of the herein described 1.317 acre tract of land, said point also lying in the West R.O.W. of New West Drive, same being the East line of Reserve "B";

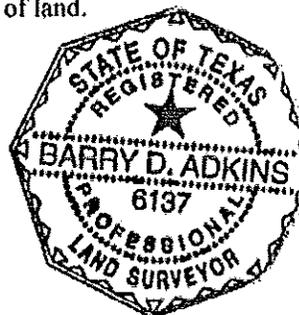
THENCE along the West R.O.W. curve of New West Drive, same being the East line of said Reserve "B", along a curve to the right having a radius of 560.00 feet, a central angle of 00° 59' 22" and an arc length of 9.67 feet to a 5/8 inch iron rod with cap found a point of tangency;

THENCE continuing along the West R.O.W. line of New West Drive, South 03° 06' 23" East a distance of 135.00 feet to the **POINT OF BEGINNING** and containing 1.317 acres of land.

PLAT ATTACHED



BARRY D. ADKINS, R.P.L.S. No. 6137



Job # NewWest4330

"EXHIBIT B"

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

RULES AND REGULATIONS

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

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
 - ⊘ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
 - ⊘ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
 - ⊘ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
 - ⊘ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
 - ⊘ Freestanding identification signs shall not exceed 45 feet in height.
 - ⊘ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
 - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"

Page 2 of 3

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

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

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

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

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

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

"EXHIBIT C"
Page 3 of 3

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

**CITY OF LA PORTE
INDUSTRIAL DISTRICT - WATER & SEWER APPLICATION
(LOCATION OUTSIDE OF CITY LIMITS)**

BUSINESS NAME: Almondwater, LLC
CONTACT PERSON: Ralph Baughman **PHONE:** 713.248.2919
SERVICE ADDRESS: 4330 New West Dr.
(ADDRESS OF SITE RECEIVING ACTUAL SERVICE)

MAILING ADDRESS: 4450 New West Dr.
(ADDRESS TO BE USED FOR BILLING)

Contact for install - Paul Tullis - 832.309.3113

NOTE TO CUSTOMER: AN APPROPRIATE BACKFLOW PREVENTION DEVICE IS REQUIRED ON THE CUSTOMER'S SIDE OF THE METER, AT THE PROPERTY LINE. FOLLOWING CITY APPROVAL, THE CERTIFICATION TEST REPORT ON THE DEVICE SHALL BE PROVIDED TO THE CITY'S PUBLIC WORKS DIVISION.

STAFF USE ONLY

Legal Description: _____

HCAD Parcel # _____ **H.T.E. ID #** _____

All Admtl. Fees Paid To Inspection Services Division: _____

C.C. Approval - Ord.# _____ **Approval Date:** _____

Water Service Use: Domestic Fire Industrial Landscaping

Sewer Service Use: YES -OR- NO

CLP Acceptance Of Water &/Or Sewer Line(s): _____

Confirm Landscape Installation: _____

Confirm Backflow Protection Of City Main: _____

Water Meter Size(s): Set Meter Only: _____ **Tap & Meter:** _____
(Identify Size Needed)

Size Of Sewer Tap (If Applicable): _____

WATER CHARGES: \$ _____ **Date of Payment(s):** _____

SEWER CHARGES: \$ _____ **Receipt No.#** _____

Computer Entry: _____ **WF # Assigned:** _____

CITY OF LA PORTE
COMMERCIAL APPLICATION
WATER/SEWER SERVICE

NO.

DATE TAKEN _____ CUST REP _____ DATE NEEDED _____ ACCT # _____

CUSTOMER NAME ALMOND WATER LLC
(LAST) (FIRST) (MIDDLE)

SERVICE ADDRESS 4330 NEW WEST DR. METER # _____

MAILING ADDRESS 4450 NEW WEST DRIVE

PHONE NUMBER 713-248-2919 DO YOU RENT OWN

TYPE OF BUSINESS OFFICE / WAREHOUSE 24 HOUR EMERGENCY PHONE # 713-248-2919

OWNER/MGR NAME Ralph Baughman OWNER/MGR PHONE # 713-248-2919

FLAMMABLES/COMMENTS: NONE

OWNER INFORMATION

SS# 458-56-3441 EMPLOYED AT International Fumigators Inc
DRIVERS LICENSE # 04199155 CO ADDRESS 4450 NEW WEST DRIVE
TAX ID # 76-0544261 CO PHONE # 281-474-2040

THE UNDERSIGNED HEREBY APPLIES FOR WATER SERVICE WITH THE CITY OF LA PORTE AND IS HEREBY SUBJECT TO THE POLICIES AND PROCEDURES USED BY THIS DEPARTMENT. BILLS MUST BE PAID WITHIN 15 DAYS AFTER MAILING OR A PENALTY WILL BE APPLIED. FAILURE TO RECEIVE YOUR BILL DOES NOT WAIVE THE PENALTY. IN THE EVENT THAT THIS ACCOUNT IS TERMINATED AND LEFT WITH AN OUTSTANDING BALANCE, BY SIGNING BELOW; YOU AUTHORIZE THE CITY OF LA PORTE TO REPORT YOUR DELINQUENT ACCOUNT TO THE CREDIT BUREAU. **** DEPOSITS ON COMMERCIAL ACCOUNTS ARE REFUNDED AFTER TERMINATION OF SERVICE WITH THE CITY OF LA PORTE. ****

BY INITIALING HERE, I HEREBY GIVE PERMISSION FOR MY ACCOUNT INFORMATION TO BE MADE PUBLIC. INITIALS _____ IF NOT INITIALED, MY ACCOUNT INFORMATION WILL REMAIN CONFIDENTIAL.

Ralph Baughman
OWNER/MGR SIGNATURE

NEW SERVICE DEPOSIT AMOUNT PAID _____ RECEIPT NUMBER _____



City of La Porte

Established 1892

November 1, 2007

Gentlemen:

The City of La Porte is pleased to offer your company an industrial district agreement for the twelve year term commencing January 1, 2008. Copies of the agreement are attached to this letter. After long and fruitful negotiations, this agreement represents a consensus reached between the City of La Porte and Industry Committee representatives.

We at the City of La Porte feel that the continuation of industrial district agreements, which first commenced in the City of La Porte in 1958, is mutually beneficial to the City and the more than eighty companies with which it has such agreements.

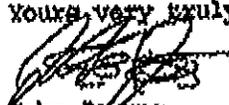
We request that your company mail or deliver the executed agreements to the City no later than Wednesday, November 21, 2007.

The City of La Porte must complete annexation proceedings prior to December 31, 2007, to annex the property of any company which does not desire to enter into the proposed industrial district agreement.

Further, the City must reserve the right to withdraw its offer to your company, if necessary to accommodate annexation procedures of other land in the industrial district, if one or more companies elect not to enter into the City's offered agreement.

If you have any questions, please call the undersigned at 281-470-5012, or D. Dale Cummings, Industry Committee representative, at 713-266-4456. Mr. Cummings letter to the City is attached.

Yours very truly,


John Joekns
Assistant City Manager

INSTRUCTIONS FOR EXECUTION OF INDUSTRIAL DISTRICT AGREEMENT

Please follow these instructions for the completion of the form of industrial district agreement submitted to your firm.

1. On page 1, fill in the proper corporate name of your firm, and its state of incorporation, in the appropriate blanks.
2. On page 9, again fill in the proper corporate name of your company, and the department, and address, to which notices to the company should be mailed.
3. At the top of page 10, please fill in information as to the plant manager, and tax agent/billing contact.
4. Also on page 10, again fill in the proper corporate name of your company, and the name, title and address of an authorized official of your company. Please have the authorized official sign the agreement on page 10, in the presence of a notary, and have notarized on page 11.
5. As Exhibit "A", attach a metes and bounds description of all of the land owned by your company in the district. In lieu of metes and bounds description, a description of the land may be attached with reference to acreage, date and parties to the deed, and recording references of the original deed in the Harris County, Texas, Clerk's Office. You may wish to refer to your company's expiring contract, and then note any additions or deletions to that legal description.
6. Attach as Exhibit "B", a plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines, railroads, and also showing areas of the land previously annexed by the City of La Porte. If such a plat is not immediately available, it will be satisfactory to the City for your firm to deliver the agreement without Exhibit "B" attached, with the understanding that it will be furnished to the City for attachment to the agreement, as soon as reasonably possible.
7. Please forward two (2) signed copies to Mr. John Joerns, Assistant City Manager, City of La Porte, 604 West Fairmont Parkway, La Porte, Texas 77571, by November 21, 2007.
8. Upon receipt of the executed industrial district agreements by the City, the agreements will be placed on a City Council agenda, for the formal approval by City Council by passage of an approval ordinance. Thereafter, a certified copy of the approval ordinance, and a fully signed copy of the agreement, will be forwarded to your firm.

THANK YOU

CUMMINGS WESTLAKE LLC

12437 Leavelle Road, Suite 201, Cypress, Texas 77429-3611 713-266-4438 713-268-2119 (Fax)

OVERNIGHT MAIL

October 23, 2007

Mr. John Joerns
Assistant City Manager
City of La Porte
604 West Palmetto Parkway
La Porte, TX 77371

Dear John,

Enclosed are both redline and final versions of the industrial district agreement acceptable to industry. On behalf of my colleagues, I want to thank you for the professional manner in which our meetings were conducted.

Industry values its relationship with the city and we are pleased that this agreement could be reached.

If you have any questions, please do not hesitate to contact me.

Sincerely,



D. Dale Cummings

enclosures

RECEIVED

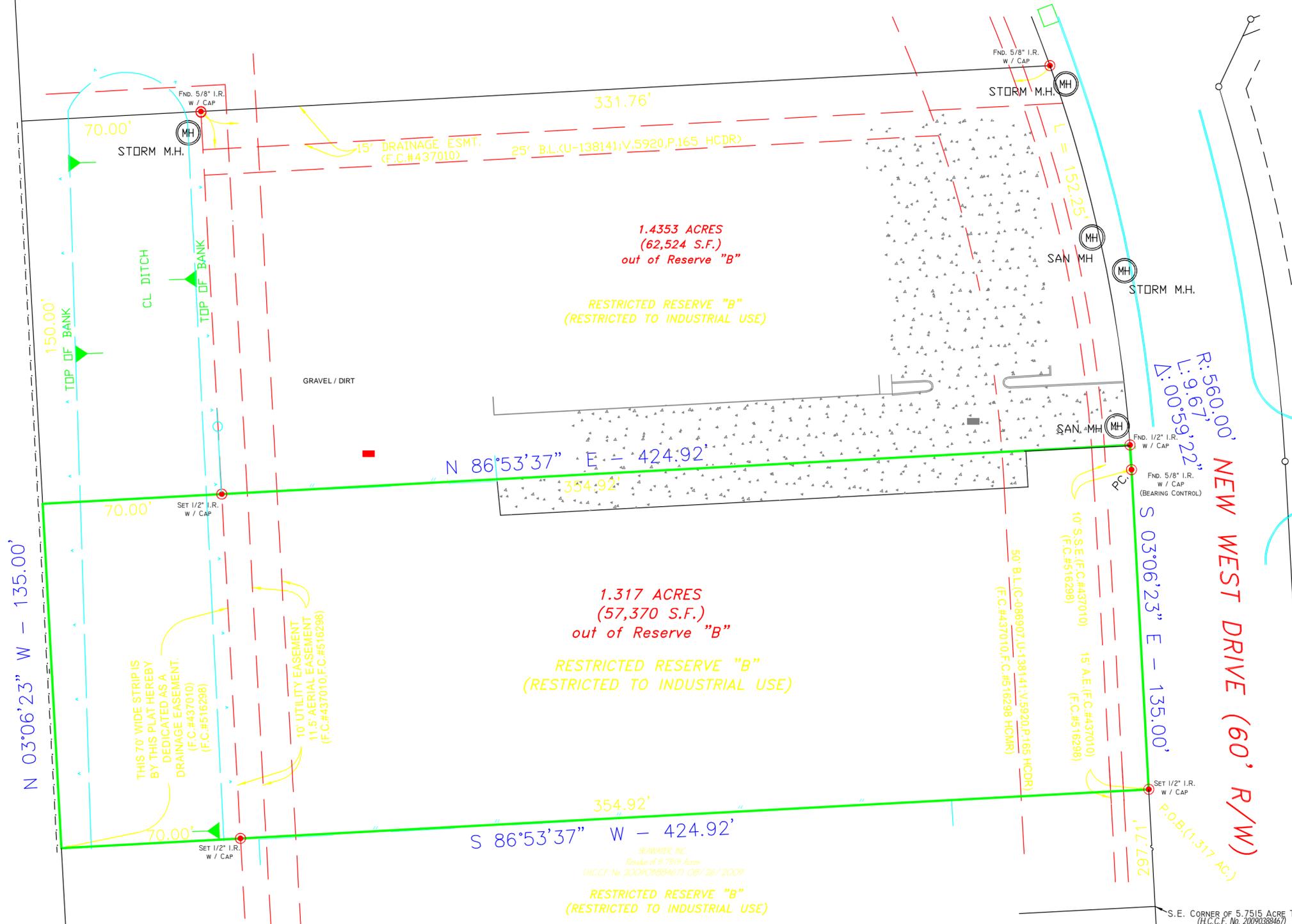
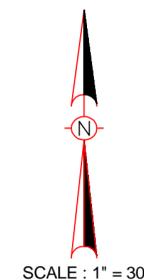
OCT 24 2007

ASSISTANT CITY
MANAGER'S OFFICE

This property appears to be OUT of the 100 year flood plain and in the 500 year flood plain per insurance rate map ZONE-Shaded X, as per map, 48201C0940 L dated : 06-18-07.

This determination to be used for flood insurance rate purposes ONLY and is NOT to be relied upon for ANY other purpose. Surveyor makes no representation as to whether property may Flood.

NEW CENTURY DRIVE
(60' R/W)



H.C.C.F. No. 48201C0940 L
06/18/07
H.C.C.F. No. 48201C0940 L

Note :
This survey was performed without benefit of a title commitment and may not show all deed restrictions, easements, building lines and other matters of record.

- Notes :
- Basis for Bearings: RECORD PLAT
 - Distances shown are ground distances.
 - All abstracting done by title company.
 - All B.L.'s & U.E.'s taken from recorded plat unless otherwise noted.
 - Dimension ties from improvements to property lines are calculated and should NOT be relied upon for construction and/or removal of any improvements including fences.
 - Building dimensions may not be used to calculate square footage.
 - This property subject to any and all recorded and unrecorded easements. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants or ownership title evidence.

- LEGEND :
- U.E. = Utility Easement
 - D.E. = Drainage Easement
 - B.L. = Building Line
 - G.E. = Guy Easement
 - I.R. = Iron Rod
 - I.P. = Iron Pipe
 - P.I.P. = Pinch Iron Pipe
 - S.E. = Storm Sewer Easement
 - San S.E. = Sanitary Sewer Easement
 - H.C.C.F.No. = Harris County Clerk File Number

Barry D. Adkins 01/14/2014
BARRY D. ADKINS, R.P.L.S. No. 6137
This survey is certified for this transaction only, is not transferable to additional institutions or subsequent owners. If this survey does not bear an original BLUE seal it is invalid and should not be relied upon for any purpose.



* BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED.

LOT: *	BLOCK: -	SUBDIVISION: BAYPORT NORTH INDUSTRIAL PARK PARTIAL REPLAT NO. 1	SECTION: -
RECORDATION: FILM CODE NO. 516298 OF MAP RECORDS	COUNTY: HARRIS	STATE: TEXAS	
ADDRESS: 4330 NEW WEST DRIVE	CITY: PASADENA	ZIP CODE: 77507	
PURCHASER: N/A	TITLE COMPANY: N/A	G.F. #	N/A

DaRam Engineers, Inc.
5420 Dashwood, Suite 206
Houston, Texas 77081
(713) 528-1552 * Email: info@daram.com

Field Crew: EP
Drafter: JB
Project #: S201577507NewWest4330

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 9, 2015 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. Water Service Agreement
2. Sanitary Sewer Service Agreement
3. Area Map

SUMMARY & RECOMMENDATIONS

Almondwater, LLC has approached the City for water and sanitary sewer service to its development at 4330 New West Dr. in the Bayport Industrial District (see Area Map). The company plans to construct a facility at this site, which will employ up to 15 full-time positions.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. Almondwater, LLC has applied for an IDA with the City for the subject site. Administrative fees in the amount of \$5,000 for each agreement have been received from the company.

Based on Almondwater LLC's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 750 gallons. Under the terms of the policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service.

The terms of Almondwater's Water Service Agreement and Sanitary Sewer Service Agreement will expire on December 31, 2019, plus any renewals or extensions thereof. However, these agreements will automatically expire at such time as there is no effective Industrial District Agreement between the parties, or if the City exercises its right of termination.

Action Required of Council:

Consider approval or other action authorizing the Mayor to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Almondwater, LLC for its development at 4330 New West Dr. in the Bayport Industrial District.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

STATE OF TEXAS §

COUNTY OF HARRIS §

**CITY OF LA PORTE
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and **ALMONDWATER, LLC** located at **4330 NEW WEST DRIVE** hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated within the CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing potable water from CITY for usual human domestic uses. Previous planning considerations for the long-range potable water supply of CITY did not include the needs of properties located outside the corporate limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water service. CITY agrees, however, to provide limited potable water service to COMPANY. For and in consideration of furnishing domestic potable water by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees that will be located at the COMPANY'S property as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Full-Time Employees on site	15
+ Number of Full-Time Contract Employees on site	0
= Total On-Site Full-Time Employees	15
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	750
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	750

IV.

CITY has determined that adequate resources are available to CITY to furnish potable water to COMPANY based on the following terms and conditions, to-wit:

- (A) COMPANY shall pay to CITY a one-time administrative fee of **\$5,000.**
- (B) The total amount of potable water approved to COMPANY is established at **SEVEN HUNDRED FIFTY (750)** gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of **TWENTY TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE (22,875)** gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of **TWENTY TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE (22,875)** gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of **TWENTY TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE (22,875)** gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY

to protect CITY from any possible cross-connections.

- (L) COMPANY'S potable water supply system will be segregated from any existing and future fire protection system.
- (M) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (N) COMPANY agrees to be bound by all applicable ordinances of CITY, relative to the furnishing of potable water to customers within the corporate limits of CITY.
- (O) There shall be no resale of water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (P) CITY'S personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water to COMPANY.
- (Q) CITY shall have the right to interrupt or temporarily suspend said water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of the citizens of La Porte.
- (R) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (S) CITY does not guarantee its water system to provide specific water pressure and/or water volume requirements of COMPANY.

V.

All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own the meter.

VI.

In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water facilities, reading its water meter(s) and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water supply. If the transition is not complete within said six-month period, CITY shall have the right to terminate water service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Water Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Water Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall expire on DECEMBER 31, 2019 plus any renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the _____ day of _____, 2015.


Signature of Company's Authorized Representative

Printed Name: RALPH BAUSHMAN
Company Representative's Title: GENERAL PARTNER

Company's Address:

4450 NEW WEST DR
PASADENA, TEXAS 77507

ATTEST:

CITY OF LA PORTE

Patrice Fogarty
City Secretary

Louis R. Rigby
Mayor

APPROVED:



By: _____

Knox W. Askins
City Attorney

Corby D. Alexander
City Manager

EXHIBIT "A"
to Water Service Agreement

The Water Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive water service from CITY per the terms of the Water Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

Additional Requirements of COMPANY:

N/A

Initial for Approval:

CITY APPROVAL: N/A

COMPANY APPROVAL: N/A

STATE OF TEXAS §

COUNTY OF HARRIS §

CITY OF LA PORTE
SANITARY SEWER SERVICE AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and ALMONDWATER, LLC located at 4330 NEW WEST DRIVE, hereinafter called "COMPANY".

I.

COMPANY is the COMPANY of certain real property, which is situated in CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing sanitary sewer service from CITY for usual human domestic uses. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited sanitary sewer service. CITY agrees, however, to provide limited sanitary sewer service to COMPANY. For and in consideration of furnishing sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Employees on-site	15
Number of Contract Employees	0
Total on-site Employees	15
Sanitary Sewer Desired for Domestic Use (Total on-site x 50 gpd per employee)	750
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	750

IV.

CITY has determined that adequate facilities are available to allow CITY to furnish sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of **\$5,000.**
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at **SEVEN HUNDRED FIFTY (750)** gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of **NINETEEN THOUSAND FOUR HUNDRED FORTY FOUR (19,444)** gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of **NINETEEN THOUSAND FOUR HUNDRED FORTY FOUR (19,444)**. Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.

- (L). The total cost for the engineering design and construction of any sanitary sewer main, service line, lift station, meter or other required appurtenances will be the responsibility of COMPANY.
- (M). COMPANY agrees that it shall be bound by all applicable ordinances of CITY, relative to the furnishing of sanitary sewer service to customers within the corporate limits of CITY.
- (N). COMPANY shall install a sanitary sewer sampling well in accordance with CITY's standards.
- (O). All plumbing installed by COMPANY connected to the sanitary sewer line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY plumbing inspectors shall have the right to inspect any and all work related to the furnishing of sanitary sewer service to COMPANY.
- (P). There shall be no resale of the sanitary sewer service provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (Q). COMPANY shall submit a certified site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development project may be subject to certain additional requirements as described in Exhibit "A", attached. These requirements shall be shown on the site plan and approved by City.

V.

All expenses of the installation of service lines from the main to the COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities.

VI.

In the event a State or Harris County license, permit, or permission to install the sanitary sewer main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S sanitary sewer facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any

defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public sanitary sewer system is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another sanitary sewer service provider. If the transition is not complete within said six-month period, CITY shall have the right to terminate sanitary sewer service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Sanitary Sewer Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Sanitary Sewer Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall terminate on December 31, 2019. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the _____ day of _____, 2015.

R C Bayne
Signature of Company's Authorized Representative.

Printed Name: RALPH BAUGHMAN

Company Representative's Title: GENERAL PARTNER

Company's Address:

4450 NEW WEST DR.
PASADENA, TEXAS 77507

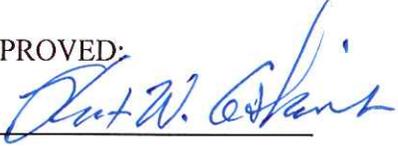
ATTEST:

CITY OF LA PORTE

Patrice Fogarty
City Secretary

Louis R. Rigby
Mayor

APPROVED:



Knox W. Askins
City Attorney

Corby D. Alexander
City Manager

EXHIBIT "A"
to Sanitary Sewer Service Agreement

The Sanitary Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive sewer service from CITY per the terms of the Sanitary Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

Additional Requirements of COMPANY:

N/A

Initial for Approval:

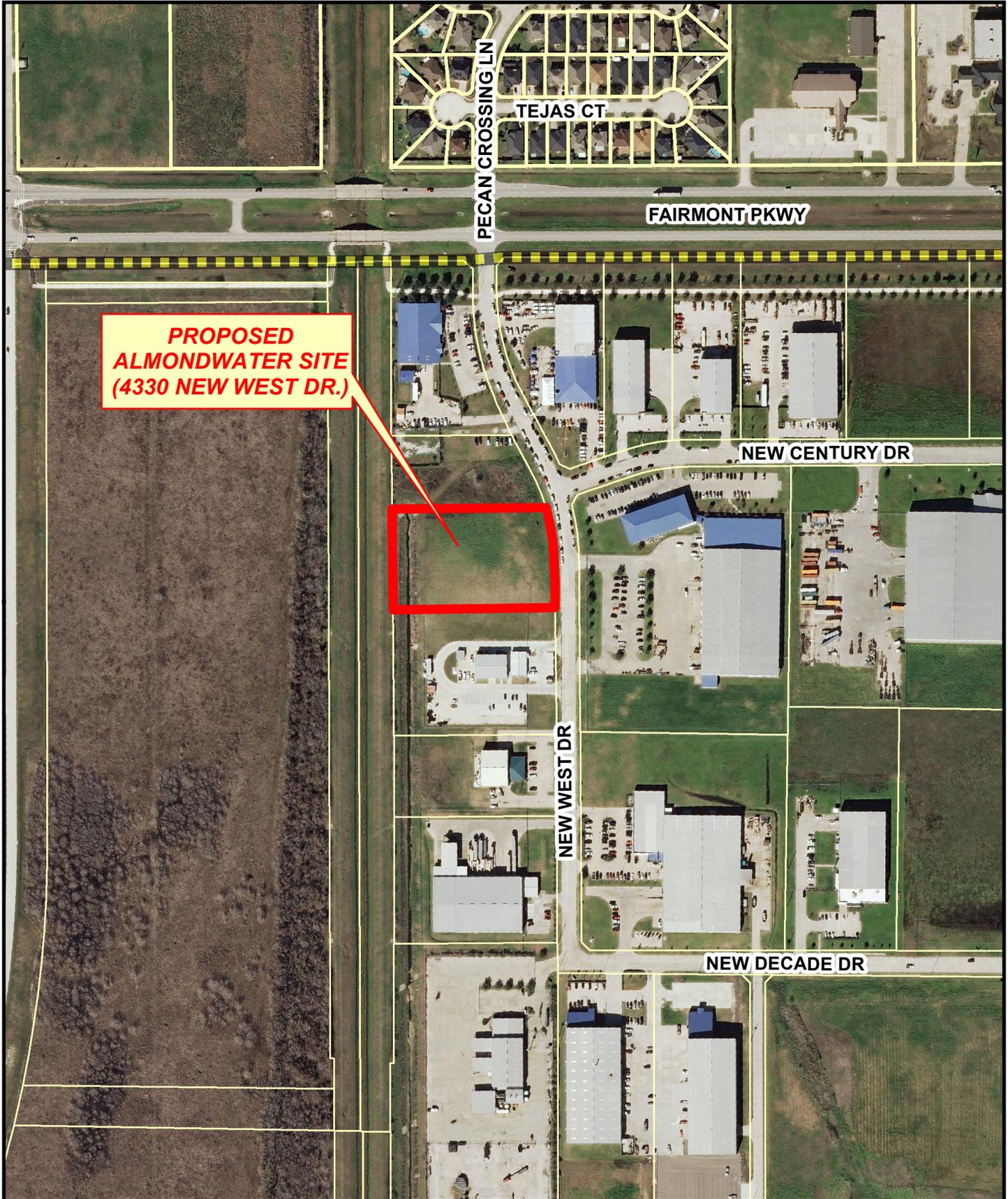
CITY APPROVAL: N/A

COMPANY APPROVAL: N/A

AREA MAP



NOT TO SCALE



**PROPOSED
ALMONDWATER SITE
(4330 NEW WEST DR.)**

PECAN CROSSING LN

TEJAS CT

FAIRMONT PKWY

NEW CENTURY DR

NEW WEST DR

NEW DECADE DR

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 9, 2015</u>	<u>Appropriation</u>
Requested By: <u>Eric Ensey</u>	Source of Funds: <u>N/A</u>
Department: <u>Planning & Development</u>	Account Number:
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted:
Other: <input type="radio"/>	Amount Requested:
	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

Attachments :

SUMMARY & RECOMMENDATIONS

The applicant (Spencer Shell LLC) seeking to rezone 1.6611 acres of land at the southeast corner of Spencer Highway and Canada Road from R-1, Low Density Residential, to GC, General Commercial.

The subject site is split-zoned, with a portion of the site zoned R-1 and a portion zoned GC. The portion of the site proposed to be rezoned is approximately 1.6611 acres out of a larger parcel of land that is approximately 2.62 acres which also contains a Shell gas station currently. Should the rezoning be approved, the applicant has indicated that the gas station will be removed to accommodate development of an ALDI grocery store and future pad site.

The Future Land Use Map approved as part of the city's Comprehensive Plan identifies this entire 2.62 acre parcel as a "Commercial" land use. As a result, the proposed rezoning would be consistent with the Future Land Use Map.

The Planning and Zoning Commission conducted a public hearing at the November 17, 2014, meeting concerning this rezoning request. One public hearing notice response was received by the City that originally expressed some concern with the proposal (from the immediately adjacent property to the south owned by Fred Anthony and Robin French, 3203 Canada Road), however the developer has agreed to work with the adjacent party to mitigate their concerns. The Commission voted unanimously to recommend approval of the rezoning of the subject property from R-1, Low Density Residential, to GC, General Commercial.

Staff concurs with the Planning and Zoning Commission's recommendation to approve Rezone Request #14-92000004. The proposed rezoning is consistent with all applicable zoning regulations and the City's Comprehensive Plan.

Action Required of Council:

1. Conduct public hearing.
2. Consider approval or other action on a recommendation by the Planning and Zoning Commission to approve Rezone Request #14-92000004, rezoning the referenced property from R-1 to GC.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 9, 2015
Requested By: Eric Ensey
Department: Planning & Development
Report: Resolution: Ordinance:
Other: N/A

Appropriation
Source of Funds:
Account Number:
Amount Budgeted:
Amount Requested:
Budgeted Item: YES NO

Attachments :

1. Area and Zoning Map
2. Conceptual Site Plan
3. Letter from owner of 32-3 Canada Road
4. Ordinance
5. P&Z Recommendation Letter
6. Zone Change Application
7. Area and Land Use Map

SUMMARY & RECOMMENDATIONS

The applicant (Spencer Shell LLC) seeking to rezone 1.6611 acres of land at the southeast corner of Spencer Highway and Canada Road from R-1, Low Density Residential, to GC, General Commercial.

The subject site is split-zoned, with a portion of the site zoned R-1 and a portion zoned GC. The portion of the site proposed to be rezoned is approximately 1.6611 acres out of a larger parcel of land that is approximately 2.62 acres which also contains a Shell gas station currently. Should the rezoning be approved, the applicant has indicated that the gas station will be removed to accommodate development of an ALDI grocery store and future pad site.

The Future Land Use Map approved as part of the city's Comprehensive Plan identifies this entire 2.62 acre parcel as a "Commercial" land use. As a result, the proposed rezoning would be consistent with the Future Land Use Map.

The Planning and Zoning Commission conducted a public hearing at the November 17, 2014, meeting concerning this rezoning request. One public hearing notice response was received by the City that originally expressed some concern with the proposal (from the immediately adjacent property to the south owned by Fred Anthony and Robin French, 3203 Canada Road), however the developer has agreed to work with the adjacent party to mitigate their concerns. The Commission voted unanimously to recommend approval of the rezoning of the subject property from R-1, Low Density Residential, to GC, General Commercial.

Staff concurs with the Planning and Zoning Commission's recommendation to approve Rezone Request #14-92000004. The proposed rezoning is consistent with all applicable zoning regulations and the City's Comprehensive Plan.

Action Required of Council:

1. Conduct public hearing.
2. Consider approval or other action on a recommendation by the Planning and Zoning Commission to approve Rezone Request #14-92000004, rezoning the referenced property from R-1 to GC.

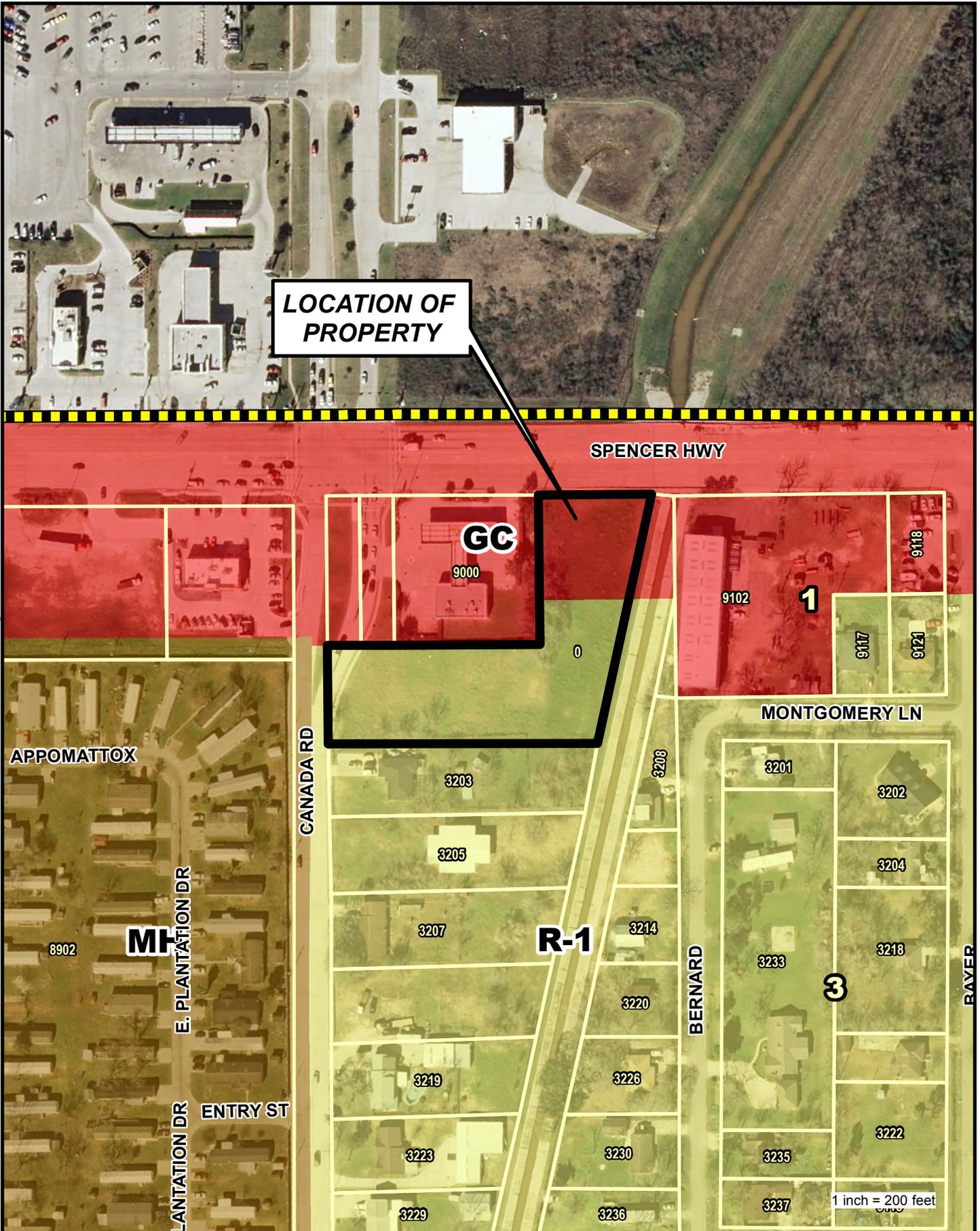
Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

AREA MAP + ZONING

(CLP #14-92000004)



La Porte City Hall
604 West Fairmont Parkway
La Porte, TX 77571
attn: La Porte Planning and Zoning Commission

RE: Zone Change Request #13-9200004

To Whom It May Concern:

Recently we were notified via letter of the above referenced request to change the zoning of the empty lot next to us for the purpose of building an Aldi grocery store with an additional fast food pad site. This possible project raises several concerns with us, as listed below.

1. Road safety: Canada Rd from Spencer Hwy running south to Carlow is posted 35 miles per hour. This speed limit is greatly ignored by the current traffic as it is. We have nearly been struck entering and existing our own driveway on multiple occasions due to drivers speeding. It is also not unusual to have our driveway blocked by traffic waiting for the traffic light to turn. The median at the intersection for Canada Rd and Spencer Hwy has a No U-Turn sign for south bound traffic. This is also largely ignored and we have seen many accidents and near accidents because of this.

If an entrance were to be put adjacent to our north property line, the likely hood of even more traffic incidents would increase. The end of the median is approximately 50' north of our fence. If the standard 25' radius and 25' entrance were used, the median would have to be shortened by a minimum of 25'.

Possible solution: Do not allow an entrance in this location.

2. Trash, noise, and light pollution: As it is, we can barely keep up with the trash that comes into our yard from the gas station and from foot traffic traveling the side walk to and from it. If there is an argument or loud noises at the gas station, we can hear it. The current lighting on the corner is a nuisance that we've had to learn to deal with. If a store, especially one that will require large truck deliveries, is built close to our north property line all of the above concerns will increase dramatically.

Possible solution: Do not allow large truck delivery docks on the south side of the buildings or within 50 feet of our fenceline. If that is not an option, then do not allow any large truck traffic except during daylight hours.

Do not allow any lighting that will point directly into our property.

Require a solid barrier fencing, either of wood or masonry, along the entire connecting property line up to the U.V.E. needed for curve of the road. A solid barrier fencing would ease a great many of our concerns as it would help block extraneous lighting, restrict trash, and help muffle noise.

3. The empty lot next to us has an elevation higher than our property. We are concerned with the possibility of flooding with the addition of so much impervious surface.

Possible solution: Require more than adequate on-site detention and storm water drainage that will insure no flooding of our property will occur due to the construction of this site.

Sincerely,

Fred Anthony & Robin M French
3203 Canada Rd

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 106 “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY CHANGING THE ZONING CLASSIFICATION FROM SPLIT LOW DENSITY RESIDENTIAL (R-1) AND GENERAL COMMERCIAL (GC) TO EXCLUSIVELY GENERAL COMMERCIAL (GC), FOR A 1.6611 ACRE TRACT OF LAND HEREIN DESCRIBED; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF;

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

Section 1: Chapter 106 “Zoning” of the Code of Ordinances is hereby amended by changing the zoning classification of the following described property, to wit: 1.6611 acres of land located near the intersection of Canada Road and Spencer Highway, in the William Jones Survey, Abstract 482, City of La Porte, and more particularly described by metes and bounds description attached hereto as Exhibit A and incorporated by reference for all purposes, from split Low Density Residential (R-1) and General Commercial (GC) classifications, to exclusively General Commercial (GC).

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

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

Section 4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov’t Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. The City Council of the City of La Porte hereby finds that public notice was properly mailed to all owners of all properties located within two hundred feet (200’) of the properties under consideration in compliance with code provisions.

Section 6. The City Council of the City of La Porte hereby finds, determines, and declares that all prerequisites of law have been satisfied and hereby determines and declares that the

amendments to the City of La Porte Zoning Map and Classification contained in this Ordinance as amendments thereto are desirable and in furtherance of the goals and objectives stated in the City of La Porte's Comprehensive Plan.

Section 7. This Ordinance shall be effective upon its passage and approval of this Ordinance, this Ordinance shall become null and void.

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

CITY OF LA PORTE

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins, Assistant City Attorney

Legal Description:

1.6611 Acres

72,356 Sq. Ft.

Being 1.6611 acres of land in the William Jones Survey Abstract No. 482, City of La Porte, Harris County, Texas, being all of the called 1.7288 acre tract of land as described in deed to SARD Enterprises, Inc. as recorded in Harris County Clerk's File Number 20110256783, less a 0.068 Judgment to the City of La Porte, Texas recorded in Harris County Clerk's File Number Y861690, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 iron rod with "Atkinson 5897" cap set at the intersection of the south right of way of Spencer Highway (width 100 feet) with the east right of way of Canada road (width varies) being the northeast corner of Reserve "B" dedicated to the City of La Porte to widen Canada Road shown by plat recorded in Film Code 419137 of the Harris County Map Records,, said iron rod also being the northwest corner of Lot 1 as shown by plat of Texaco at Canada Subdivision recorded in Film Code 419137 of the Harris County Map Records;

THENCE N.86°59'03"E. 195.00 feet along the south right of way of said Spencer Highway (width 100 feet), to a 5/8 iron rod with "Atkinson 5897" cap set marking the northwest corner of said 1.7288 acres and also marking the **PLACE OF BEGINNING**;

THENCE N.86°59'03"E. 151.63 feet continuing along the south right of way of said Spencer Highway (width 100'), to a 5/8 iron rod with "Atkinson 5897" cap set for corner at the intersection of the south right of way line of Spencer Highway and the west boundary of a 55 foot fee strip described to Harris County Flood Control District in Harris County Clerk's File Number P302406;

THENCE S.09°28'15"W. 340.02 feet to a 5/8 iron rod with "Atkinson 5897" cap set for corner, a 5/8 inch iron rod with H.G. Smith Cap found bears S.89°59'57"W. 5.39 feet, said set iron rod also the northeast corner of the called "Lot 6" as described to Fred Anthony in Harris County Clerk's File Number P430065;

THENCE S. 87°07'34"W. 361.41 feet to a 1 inch iron pipe found in the east right of way of said Canada Road (width varies);

THENCE N.15°39'57"E. 138.38 feet along the east right of way of said Canada Road (width varies), to a 5/8 iron rod with "Atkinson 5897" cap set marking the northeast corner of a called 0.068 acres conveyed to City of La Porte in Harris County Clerk's File Number Y861690;

THENCE N.86°59'03"E. passing a 5/8 iron rod with "Atkinson 5897" cap set at 45.00 feet marking the southwest corner of said Lot 1, and continuing in all 240.00 feet to a 1/2 inch iron rod found for corner;

THENCE N.03°18'42"W. 200.00 feet, to the **PLACE OF BEGINNING**.

EXHIBIT A



December 4, 2014

Honorable Mayor Rigby and City Council
City of La Porte

RE: Rezone Request #14-92000004

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a public hearing at the November 17, 2014 meeting on a request by Spencer Shell LLC to rezone the property known as a 1.6611 acre tract of land further described as Tracts 1-5, Spencer Highway Estates 2, of the Deed Records of Harris County, William M. Jones Survey, Abstract 482, La Porte, Harris County, Texas, from R-1, Low Density Residential, to GC, General Commercial. The applicant is seeking approval of the proposed zone change for development of the property as an ALDI grocery store and pad site.

The Commission unanimously voted to recommend approval of the proposed rezone.

Respectfully submitted,

Hal Lawler
Chairman, Planning and Zoning Commission

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

FROM

City of La Porte
50 W. Fairmont Pkwy.
La Porte, TX 77571

Planning & Development Department
ZONE CHANGE PERMIT APPLICATION

Phone: 281.470.5873
Fax: 281.470.5005
www.laportetx.gov

1. PROPERTY OWNER CONTACT INFORMATION:

OWNER'S NAME: Spencer Shell LLC PHONE 1: _____
PHONE 2: 0 FAX #: _____
E-MAIL: _____
MAILING ADDRESS: 5534 Dawnington Place Sugar-Land, TX 77479

2. AGENT REPRESENTING PROPERTY OWNER (If Applicable):

AGENT / CONTRACTOR COMPANY: NEIL ATKINSON - ATKINSON ENGINEERS
PHONE 1: 281 872 7600 PHONE 2: _____
E-MAIL: NEIL @ ATKINSON ENGINEERS . COM FAX #: 281 872 7601
MAILING ADDRESS: 19515 WIED ROAD, SPRING, TX 77388
CONTACT PERSON'S NAME: NEIL ATKINSON PHONE: 281 872 7600

3. PROPERTY DESCRIPTION:

HCAD PARCEL NO(S) 10-Digit Tax ID(s):
1) 04318 800 10001
2) 12 0512 000 0001
3) _____
PROPERTY ADDRESS (if existing): 9000 SPENCER HWY. LA PORTE, TX 77571
PROPERTY LEGAL DESCRIPTION: TR3 1-5 SPANCER HWY. ESTATES 2, 4, 1/4 AND LOT 1 TERRACE AT CAMBRIA

4. ZONING INFORMATION OF PROPERTY:

CURRENT ZONING DESIGNATION: LOW DENSITY RES. REQUESTED ZONING DESIGNATION: GENERAL COMMERCIAL
CURRENT SIC/NAICS USE NO.: VACANT LAND PROPOSED USAGE: GENERAL COMMERCIAL

5. APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION (check applicable boxes):

- COMPLETE ITEMS 1-5 OF PERMIT APPLICATION
- ATTACH CERTIFIED PLAN (check applicable boxes):
 - GENERAL PLAN
 - MINOR DEV. SITE PLAN
 - MAJOR DEV. SITE PLAN
 - PRELIM. PLAN
- SUBMIT NON-REFUNDABLE \$300.00 APPLICATION FEE

PRINTED NAME: NEIL ATKINSON SIGNATURE: [Signature] DATE: 10/20/14

STAFF USE ONLY:

APPLICATION NO. _____

DATE OF P&Z PUBLIC HEARING: _____ RECOMMENDATION: YES NO
APPLICANT & ADJACENT OWNERS NOTIFIED: YES NO DATE OF NOTIFICATION: _____
DATE OF CITY COUNCIL AGENDA: _____ APPROVED: YES NO
ADOPTED BY ORDINANCE NO.: _____
COMMENTS: _____

Ley  Wilson Development, LLC

4544 Post Oak Place Drive
Suite 375
Houston, TX 77027
713.439.0788
fax: 713.439.0791

To Whom It May Concern,

I am proposing to demolish the existing Shell gas station at the Southeast corner of Spencer Hwy at Canada and replace it with a 17,500 sf free standing ALDI grocery store and a free standing retail/restaurant pad. I have entered into a 20 year ground lease with ALDI on the property at the hard corner.

The entire development will encompass approximately 2.55 acres. A portion of the 2.55 acres is currently zoned as low density residential and is vacant. The remaining portion of the property is zoned as general commercial. With this in mind I would like to request your consideration of rezoning the entire tract to general commercial.

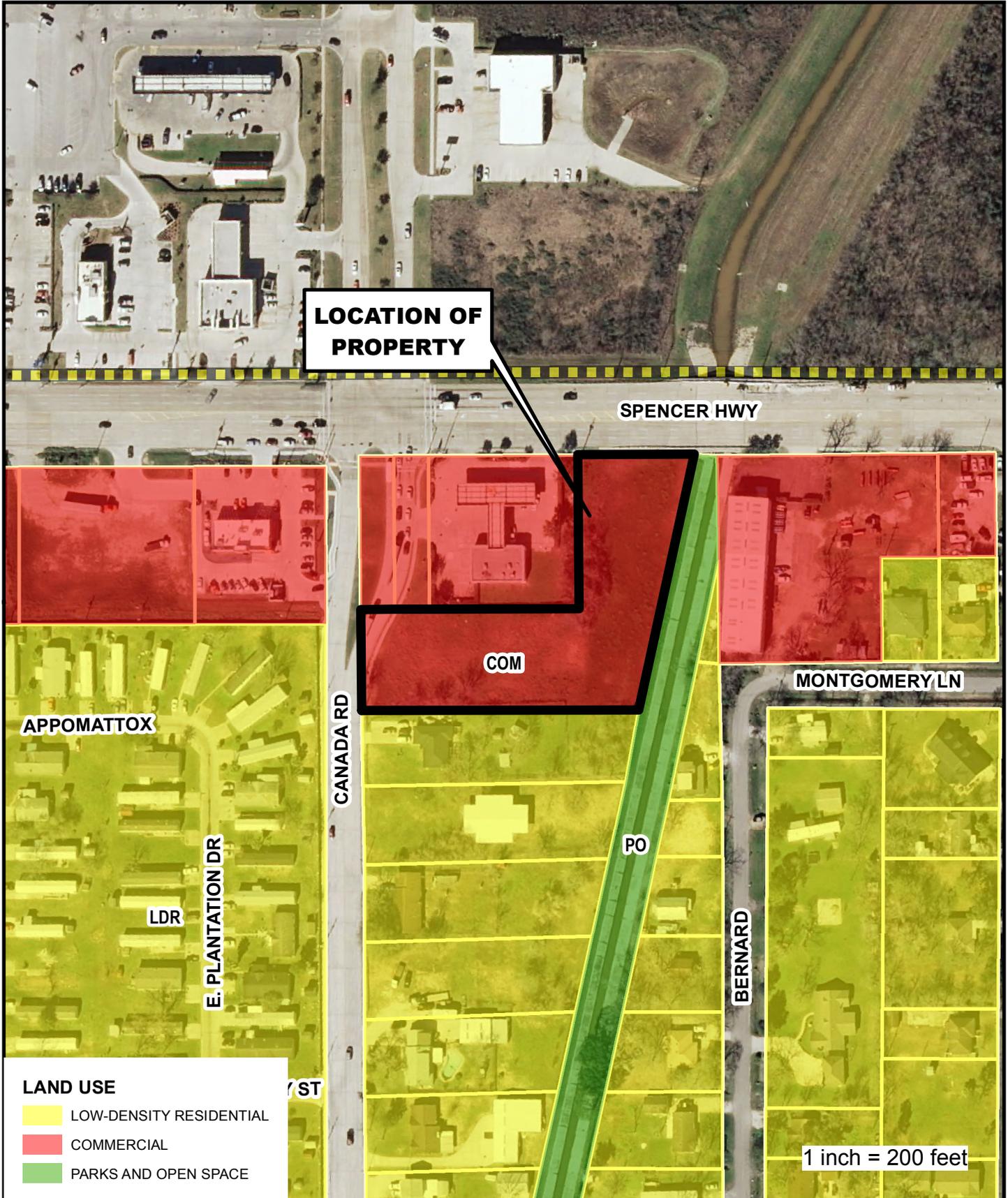
I appreciate your consideration to this matter.

Sincerely,


David Ley

AREA MAP + LAND USE

(CLP #14-92000004)



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>February 9, 2015</u>	<u>Appropriation</u>
Requested By: <u>Tim Tietjens</u>	Source of Funds: <u>N/A</u>
Department: <u>Planning & Development</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 type="radio"/> NO

Attachments :

- 1. Chapter 102, Art. II- 'Natural Resources'**
- 2. Letter from Boone Exploration, Inc.**

SUMMARY & RECOMMENDATIONS

Boone Exploration, Inc. has filed an application with the City for a Geophysical Mineral Exploration and Testing Permit as defined in Chapter 102, Article II – “Geophysical Mineral Exploration and Testing” of the City’s Code of Ordinances (see Exhibit 1).

The company desires to conduct a seismic survey within the northwest portion of the City (in the Lomax area) and has provided a description of the methods to be utilized in a letter to the City (see Exhibit 2 – attached). No request is being made at this time, to extract any potential underground natural resources; only to conduct testing to ascertain if sufficient resources exist in the specified areas. Company representatives have expressed a desire to obtain relief from the 300’ distance requirement from dwellings and water wells as stipulated in Item 1 of Sec. 102-55 – “Terms”, of the Code of Ordinances (see Exhibit 1).

Boone Exploration will provide a presentation to Council on new methods and processes employed for the testing operations and will be available to address any additional questions from Council on the matter.

Action Required of Council:

Provide Staff with direction regarding Boone Exploration, Inc.’s request for relief from a 300’ distance requirement from any dwelling or water well for a proposed Geophysical Mineral Exploration and Testing Permit as described above.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Chapter 102 - NATURAL RESOURCES

ARTICLE I. - IN GENERAL

Secs. 102-1—102-30. - Reserved.

ARTICLE II. - GEOPHYSICAL MINERAL EXPLORATION AND TESTING

FOOTNOTE(S):

--- (1) ---

Cross reference— Businesses, ch. 22. [\(Back\)](#)

DIVISION 1. - GENERALLY

Sec. 102-31. - Penalties for violations of article.

It shall be unlawful and an offense for any person to violate or neglect to comply with any provision of this article, irrespective of whether or not the verbiage of each subsection of this article contains the specific language that such violation or neglect is unlawful and is an offense. Any person who shall violate any of the provisions of this article, or any of the provisions of a drilling and operating permit issued pursuant to this article, or any condition of the bond filed by the permittee pursuant to this section, or who shall neglect to comply with the terms of this section, shall be deemed guilty of a misdemeanor and shall, upon conviction, be fined in amounts established by the city and listed in appendix B of this Code. The violation of each separate provision of this section, and of the permit, and of the bond, shall be considered separate offenses. Each day's violation of each separate provision of this article shall be considered a separate offense. In addition to such penalties, it is further provided that the city council at any regular or special session or meeting may, provided ten days' notice has been given to the permittee that revocation is to be considered at such meeting, revoke or suspend any permit issued under this article and under which drilling or producing operations are being conducted if the permittee has violated any provision of the permit, the bond, or this article. If the permit is revoked, the permittee may make application to the city council for a reissuance of such permit, and the action of the city council thereon shall be final.

(Ord. No. 1659, § 3, 8-14-89)

Secs. 102-32—102-50. - Reserved.

DIVISION 2. - PERMIT

Sec. 102-51. - Required.

No person shall use or discharge in any manner any explosive including, but not limited to, dynamite and nitroglycerin, nor conduct any other method of geophysical mineral testing by the use of vibrating machines, or otherwise within the city, without first having obtained a permit therefor.

(Ord. No. 1659, § 1(16-28(1)), 8-14-89)

Sec. 102-52. - Application.

Application for a permit under this article shall be made with the city secretary. Such application shall contain the name of the applicant, address of the applicant, the geophysical methods of mineral exploration to be used, the purpose therefor, the location and use with a map attached designating the points of use. Such application shall be accompanied by a permit fee in an amount established by the city and listed in appendix A of this Code. On receipt of such application by the city secretary, the application shall be referred to the city manager for a report as to the compliance of such application with the provisions of this article. Such report and the application shall then be submitted to the city council. No permit shall be issued except by the approval of the city council.

(Ord. No. 1659-A, § 1(16-28(2)), 1-8-90)

Sec. 102-53. - Insurance and bond requirements.

- (a) On approval of the permit, but before the issuance of the permit, the applicant shall provide the city secretary with an insurance certificate showing insurance coverage of the applicant for general liability coverage in amounts not less than:
- (1) Bodily injuries: \$1,000,000.00 per person and \$3,000,000.00 per accident; and
 - (2) Property damage: \$1,000,000.00.
- (b) Such insurance coverage shall be provided by a good and solvent insurance company authorized to do business in the state. In addition, the applicant shall provide a cash bond in the amount of \$5,000.00. Such cash bond shall be for the benefit of the city and all persons concerned, conditioned that the permittee will comply with the terms and conditions of this article. The bond shall become effective on or before the date the bond is filed with the city secretary and remain in force and effect and on deposit for at least a period of six months after the exploration ends.

(Ord. No. 1659, § 1(16-28(3)), 8-14-89)

Sec. 102-54. - Duration.

All permits issued under this article shall expire 60 days from the date of its issuance.

(Ord. No. 1659, § 1(16-28(4)), 8-14-89)

Sec. 102-55. - Terms.

The terms of the permit shall be as follows:

- (1) The permittee shall observe a 300-foot distance from any dwelling or water well.
- (2) The written agreement shall cover any water well damage effective for 90 days after completion of the work.
- (3) At least one city police officer (off-duty) shall be employed to accompany the work crew while testing on the city rights-of-way, and the permittee shall provide 24 hours' notice to the chief of police.
- (4) The permittee shall obtain written permission from citizens to enter their property.

(Ord. No. 1659, § 1(16-28(5)), 8-14-89)

Secs. 102-56—102-75. - Reserved.

DIVISION 3. - REGULATIONS

Sec. 102-76. - Explosives.

Explosives may be used with the prior and express written consent of the city council.

(Ord. No. 1659, § 1(16-29), 8-14-89; Ord. No. 1659-A, § 1, 1-8-90)

Sec. 102-77. - Notice of time and place of use of testing methods.

No geophysical method of mineral exploration shall be used under this permit without the permittee having first, on the date of such proposed use, notified the city secretary and city manager of the proposed time and location of the planned use. If the city secretary is not available, notice shall be given to the chief of police, in addition to the city manager, and if he is not available, then to any police personnel of the city. No testing shall be conducted on Sunday, nor between the hours of 8:00 p.m. and 6:00 a.m. local time. Notice shall also be given of the name of the person in charge of the testing for the permittee for the day on which notice is given. In addition, written notice of such testing to the occupants of all dwellings located within 2,000 feet of the test site at least 24 hours prior to the testing.

(Ord. No. 1659, § 1(16-30), 8-14-89)

Secs. 102-78—102-110. - Reserved.

ARTICLE III. - OIL AND GAS

FOOTNOTE(S):

--- (2) ---

Cross reference— Business, ch. 22. [\(Back\)](#)

State Law reference— Oil and gas generally, V.T.C.A., Natural Resources Code § 81.001 et seq. [\(Back\)](#)

DIVISION 1. - GENERALLY

Sec. 102-111. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. All technical or oil and gas industry words and phrases used in this article and not specifically defined in this section shall have that meaning customarily attributable thereto by prudent operators in the oil and gas industry.

Actual drilling means when the drilling rig, whose purpose it is to drill the bore hole into the production horizon, first inserts the drill bit into the ground.

Block means block of land only and shall not be misconstrued to mean drilling block.

Lease means any tract of land subject to an oil, gas and mineral lease or other oil and gas development contract, or any unit composed of several tracts and leases but operated as one lease, and any tract of land in which the minerals are owned by an operator or someone holding under it or him, but which, due to the fee royalty ownership is developed and operated as a separate tract.

New well permittee means the person to whom is issued a permit for the drilling and operation of a new well under this section, and his or its administrators, executors, heirs, successors and assigns.

Old well permittee means the person to whom is issued a permit for the redrilling, working-over, recompletion and reoperation of an old or existing well under this section, and his or its administrators, executors, heirs, successors and assigns.

Permittee means both an old well permittee and a new well permittee.

Well means any holes, bores to any sand, any formation, strata or depth for the purpose of producing and recovering any oil or gas, salt water injection, gas injection or enhanced recovery injection project.

Well location means the surface location of a well.

(Ord. No. 1659, § 1(16-1), 8-14-89)

Cross reference— Definitions generally, § 1-2.

Sec. 102-112. - Violation of applicable laws or regulations.

Any violation of the laws of the state or any rules, regulations, or requirements of any state or federal regulatory body having jurisdiction in reference to drilling, completing, equipping, operating, producing, maintaining, spacing or abandoning an oil or gas well or related appurtenances, equipment, or facilities, or in reference to firewalls, fire protection, blowout protection, safety protection, or convenience of persons or property, shall also be a violation of this article, and shall be punishable in accordance with the provisions of this article.

(Ord. No. 1659, § 1(16-27), 8-14-89)

Sec. 102-113. - Penalties for violations of article.

It shall be unlawful and an offense for any person to violate or neglect to comply with any provision of this article, irrespective of whether or not the verbiage of each subsection of this article contains the specific language that such violation or neglect is unlawful and is an offense. Any person who shall violate any of the provisions of this article, or any of the provisions of a drilling and operating permit issued pursuant hereto, or any condition of the bond filed by the permittee pursuant to this section, or who shall neglect to comply with the terms of this article, shall be deemed guilty of a misdemeanor and shall, upon conviction, be fined in amounts established by the city and listed in appendix B of this Code. The violation of each separate provision of this section, the permit, and the bond shall be considered a separate offense. Each day's violation of each separate provision of this article shall be considered a separate offense. In addition to such penalties, it is further provided that the city council, at any regular or special session or meeting, may, provided ten days' notice has been given to the permittee that revocation is to be considered at such meeting, revoke or suspend any permit issued under this article and under which drilling or producing operations are being conducted if the permittee has violated any provision of the permit, the bond or this article. If the permit is revoked, the permittee may make application to the city council for a reissuance of such permit, and the action of the city council thereon shall be final.

(Ord. No. 1659, § 3, 8-14-89)

Secs. 102-114—102-135. - Reserved.

DIVISION 2. - ADMINISTRATION

FOOTNOTE(S):

--- (3) ---

Cross reference— Administration, ch. 2. ([Back](#))

Sec. 102-136. - Appointment of planning director as oil and gas inspector.

The city council hereby appoints the planning director of the city to enforce the provisions of this article.

(Ord. No. 1659, § 1(16-9), 8-14-89)

Secs. 102-137—102-155. - Reserved.

DIVISION 3. - PERMIT

Sec. 102-156. - Required.

- (a) *New well permit.* It shall be unlawful and an offense for any person acting either for himself or acting as agent, employee or independent contractor for any other person, to commence to drill, or to operate, any new well within the city limits, or to work upon or assist in any way in the development or operation of any such new well, without a new well permit for the drilling and operation of such new well having first been issued by the authority of the city council, in accordance with the terms of this article.
- (b) *Old well permit.* It shall be unlawful and an offense for any person acting either for himself or acting as agent, employee or independent contractor for any other person, to commence to deepen, to repair or to recomplete any well, old or existing, within the city limits or to work upon or assist in any way in the development or operation of any such well, without an old well permit having first been issued by the proper authority of the city council in accordance with the terms of this article.

(Code 1970, § 16-12; Ord. No. 1659, § 1(16-2), 8-14-89)

Sec. 102-157. - Application and filing fee.

Every application for a permit to drill and operate a well shall be in writing, signed by the applicant, and duly filed with the city secretary, accompanied by a permit fee in an amount established by the city and listed in appendix A of this Code. The application shall be for a single well and shall include full information including the following:

- (1) The date of the application.
- (2) Name and address of the applicant.
- (3) Proposed site of the well, including:
 - a. Name of the fee owner.
 - b. Name of the lease owner.
 - c. Legal description of the lease.
 - d. Map showing location of the well on the lease.
- (4) Type of drilling rig to be used.
- (5) The proposed depth of the well.
- (6) A statement that it is understood and agreed that for any legal action or undertaking, venue for all suits shall lie in the county under any provision of this article.

(Code 1970, § 16-13; Ord. No. 1659, § 1(16-5), 8-14-89)

Sec. 102-158. - Permittee's insurance and bond.

If a permit is issued by the city council under the terms of this article for the drilling and operation of a well, no actual drilling operations or site preparation work shall be commenced until the permittee shall file with the city secretary a bond and a certificate of insurance, as follows:

- (1) The bond shall be a cash bond in the principal sum of such number of dollars as has been determined by the city council, but not to be less than \$5,000.00. Such cash bond shall be for the benefit of the city and all persons concerned, conditioned that the permittee will comply with the terms and conditions of this article in the drilling and operation of the well. Such bond shall become effective on or before the date the same is filed with the city secretary and remain in force and effect and on deposit for at least a period of six months subsequent to the expiration of the term of the permit issued, and in addition the bond will be conditioned that the permittee will promptly pay off fines, penalties and other assessments imposed upon the permittee by reason of his breach of any of the terms, provisions and conditions of this article, and that the permittee will promptly restore the streets and sidewalks and other public property of the city, which may be disturbed or damaged in the operations, to their former condition. The permittee will promptly clear all premises of all litter, trash, waste and other substances used, allowed or occurring in the drilling or producing operations, and will, after abandonment, grade, level and restore such property to the same surface condition, as nearly as possible, as existed when operations for the drilling of the wells were first commenced. The permittee will indemnify and hold the city harmless from any and all liability growing out of or attributable to the granting of such permit, including the payment of any expenses incurred by the city for any legal action which may be filed by either party hereto by reason of seeking or recovery of damages to the city. If at any time, the city council shall deem any permittee's bond to be insufficient for any reason, it may require the permittee to make an additional cash bond. If after completion of a well, the permittee has complied with all of the provisions of this article, such as removing the derrick, clearing the premises, etc., he may apply to the city council to have the cash bond reduced to a sum of not less than \$1,000.00 for the remainder of the time the well produces without reworking, and be given a refund of the amount of reduction. During reworking operations, the amount of the bond shall be increased to the original amount.
- (2) In addition to the bond required in subsection (1) of this section, the permittee shall carry a policy of standard comprehensive public liability insurance, including contractual liability covering bodily injuries and property damage, naming the permittee and the city, issued by an insurance company authorized to do business within the state, such policy in the aggregate shall provide for the following minimum coverages:
 - a. Bodily injuries: \$1,000,000.00, one person and \$3,000,000.00, one accident; and
 - b. Property damage: \$1,000,000.00.
- (3) The permittee shall file with the city secretary certificates of such insurance coverage as stated in subsection (2) of this section, and shall obtain the written approval thereof by the city secretary, who shall act thereon within ten days from the date of such filing. Such insurance policy shall not be cancelled without written notice to the city secretary at least ten days prior to the effective date of such cancellation. If the insurance policy is cancelled, the permit granted shall terminate, and the permittee's rights to operate under the permit shall cease until the permittee files additional insurance as provided in this section.

(Code 1970, § 16-14; Ord. No. 1659, § 1(16-8), 8-14-89)

Sec. 102-159. - Issuance or refusal.

- (a) The city council, within 30 days after the filing of the application for a permit to drill and operate a well, shall determine whether or not the application complies in all respects with the provisions of this article, and if it does, the city council shall then fix the amount of the principal of the bond and insurance provided for in section 102-158, and after such determination shall issue a permit for the drilling and operation of the well applied for. Each permit issued under this article shall:
 - (1) By reference have incorporated therein all the provisions of this article with the same force and effect as if this article were copied verbatim in the permit.
 - (2) Specify the well location with particularity to lot number, block number and correct legal description.

- (3) Contain and specify that the term of such permit shall be for a period of 180 days from the date of the permit and as long thereafter as the permittee is engaged in drilling operations with no cessations of such operations for more than 90 days, or oil or gas is produced in commercial quantities from the well drilled pursuant to such permit, provided that if at any time after discovery of oil or gas the production thereof in commercial quantities shall cease, the term shall not terminate if the permittee commences additional reworking operations within 90 days thereafter, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from such well.
- (4) Contain and specify such conditions as are authorized by this article.
- (5) Contain and specify that no actual operations shall be commenced until the permittee shall file and have approved an indemnity bond in the designated principal amount as so determined by the city council and conditioned as specified in section 102-158
- (b) Such permit, in duplicate originals, shall be signed by the city manager, and prior to delivery to the permittee shall be signed by the permittee (with one original to be retained by the city and one by the permittee). When so signed, the permit shall constitute the permittee's drilling and operating license and the contractual obligation of the permittee to comply with the terms of such permit, such bond and this article.
- (c) If the permit for the well is refused, or if the applicant notifies the city in writing that he does not elect to accept the permit as tendered and wishes to withdraw his application, or if the bond of the applicant is not approved and the applicant notifies the city in writing that he wishes to withdraw his application, then, upon the happening of such events, the cash deposit provided for to be filed with the application shall be returned to the applicant, except that there shall be retained therefrom by the city a processing fee in an amount established by the city and listed in appendix A of this Code.

(Code 1970, § 16-17; Ord. No. 1659, § 1(16-6), 8-14-89)

Sec. 102-160. - Termination.

The permit shall terminate without any action on the part of the city unless actual drilling of the well shall have commenced within 180 days from the date of issuance. The cessation for a like period of the drilling operations, or the cessation of the production of oil or gas from the well after production shall have commenced, shall cancel the permit, and the well shall be considered as abandoned for all purposes of this article. It shall be unlawful thereafter to continue the operation or drilling of such well without the issuance of another permit.

(Code 1970, § 16-21; Ord. No. 1659, § 1(16-7), 8-14-89)

Secs. 102-161—102-180. - Reserved.

DIVISION 4. - DRILLING AND OPERATING REGULATIONS

Sec. 102-181. - Well location.

- (a) *Subdivisions.* No drilling for gas and oil wells in recorded subdivisions shall be allowed. This subsection shall apply only to acreage which has been subdivided into home sites the size of which are one acre or less and the plat has been filed for record in the office of the county clerk.
- (b) *Residences; commercial buildings; schools; city-owned buildings; water wells.* No well shall be drilled and no permit shall be issued for any well to be drilled at any location which is nearer than 750 feet of any residence or commercial building without the applicant having first secured the written permission of the owner. No well shall be drilled and no permit shall be issued for any well to be drilled at any location which is nearer than 750 feet of any school campus within the La Porte

Independent School District. No drilling and no permit shall be issued to any well nearer than 750 feet to city-owned buildings or water wells without written permission from the city.

(Ord. No. 1659, § 1(16-4), 8-14-89)

Sec. 102-182. - Streets and alleys.

No well shall be drilled and no permit shall be issued for any well to be drilled at any location which is within any of the streets or alleys of the city. No street or alley shall be blocked or encumbered or closed in any drilling or production operation except by special permit by order of the city council, and then only temporarily.

(Code 1970, § 16-1; Ord. No. 1659, § 1(16-3), 8-14-89)

Sec. 102-183. - Deeper drilling.

If the city is satisfied that the well may be deepened with the same degree of safety as existed with the original well, a permit may be issued, in an amount established by the city and listed in appendix A of this Code, to the permittee, authorizing the deepening and operation of the well to such specified depth as applied for. In any deeper drilling or any deeper completion or any deeper production operations, the permittee shall comply with all other provisions contained in this article and applicable to the drilling, completion and operation of a well.

(Ord. No. 1659, § 1(16-10), 8-14-89)

Sec. 102-184. - Derrick and rig.

- (a) It shall be unlawful and an offense for any person to use or operate in connection with the drilling or reworking of any well within the city limits, any wooden derrick, and all engines shall be equipped with adequate mufflers approved by the city council; or to permit any drilling rig or derrick to remain on the premises or drilling site for a period longer than 60 days after completion or abandonment of the well. At all times from the start of erection of a derrick, mast or gin-pole, until the well is abandoned and plugged or completed as a producer and enclosed with a fence as provided in this division, the permittee shall keep a watchman on duty on the premises at all times; provided, however, that it shall not be necessary to keep an extra watchman on duty on the premises when other workers of the permittee are on the premises.
- (b) No electric lighting generator shall be placed or remain nearer than 150 feet to any producing well or oil tank.
- (c) Any rubbish or debris which may constitute a fire hazard shall be removed to a distance of at least 100 feet from the vicinity of the wells, tanks and pump stations. All waste shall be disposed of in such manner as to avoid creating a fire hazard or polluting fresh water streams or underground strata. All waste disposal plans shall be approved by the planning director.
- (d) No open flame or arc welding shall be allowed inside the derrick substructure of a well prior to installation of the well head.
- (e) All temporary oil and gas flow lines laid upon or across a public road or highway must be buried to the depth required by permits issued under section 102-262.
- (f) An electric powered rig shall be utilized when available.

(Ord. No. 1659, § 1(16-11), 8-14-89)

Sec. 102-185. - Pits.

Either earthen or steel slush pits shall be permitted in connection with the drilling operation. If a steel pit is used, the pit and its contents shall be removed from the premises and the drilling site within 60 days after completion of the well. If an earthen slush pit is used, the slush pit shall be filled and leveled within

60 days after completion of the well. All drilling mud must be removed from the earthen pit prior to backfilling.

(Ord. No. 1659, § 1(16-12), 8-14-89)

Sec. 102-186. - Casing.

All casing, including surface protection and production strings, shall be new seamless steel, or equivalent quality oil well casing. Each joint and length of each particular casing string shall have, prior to setting, unconditionally passed a hydraulic test to ensure physical integrity at design working pressure.

(Ord. No. 1659, § 1(16-13), 8-14-89)

Sec. 102-187. - Setting and cementing casing.

No well shall be drilled within the city limits without properly setting surface casing to a depth as approved by the state department of water resources. The surface casing must be driven or cemented by the pump and plug method. All other casing strings must be cemented by the pump and plug method with sufficient cement to completely fill all of annular space behind the casing string to the surface. No well shall be drilled within the city limits without properly setting surface casing a depth sufficient to protect producing fresh water sands.

(Ord. No. 1659, § 1(16-14), 8-14-89)

Sec. 102-188. - Valves and blowout preventers.

No well shall be drilled within the city limits without equipping the intermediate protective casing with at least one master valve and one fluid-operated ram type blowout preventer with mechanical operating backup; and without properly equipping the production casing during completion operations and workover operations with at least one master valve and at least one fluid-operated ram type blowout preventer. Each blowout preventer shall test 5,000 pounds, and its mechanical operation shall be tested daily. All control equipment shall be in good working condition and order at all times.

(Ord. No. 1659, § 1(16-15), 8-14-89)

Sec. 102-189. - Drilling fluid.

No well shall be drilled within the city limits without using mud as the drilling fluid after the setting of surface casing as provided in section 102-187. The weight of the mud laden drilling fluid shall be at all times maintained at such weight as will provide a hydrostatic head of not less than 500 pounds per square inch in excess of the formation encountered by the well. In reworking a well, a drilling fluid shall be at all times maintained at such weight as will provide a hydrostatic head of not less than 500 pounds per square inch in excess of the pressure, of the formation penetrated by the well and open for production.

(Ord. No. 1659, § 1(16-16), 8-14-89)

Sec. 102-190. - Drill stem tests.

It shall be unlawful and an offense for any person in connection with the drilling or reworking operations of any well within the city limits to take and to complete any drill stem test except during daylight hours, and then only if the well effluent during the test is produced through an adequate oil and gas separator to storage tanks, and the effluent remaining in the drill pipe at the time the tool is closed is flushed to the surface by circulating drilling fluid down the annulus and up the drill pipe.

(Ord. No. 1659, § 1(16-17), 8-14-89)

Sec. 102-191. - Bradenhead.

Each well drilled within the city limits shall be equipped with a bradenhead with a working pressure of not less than 3,000 pounds per square inch. Bradenheads shall be cast iron steel premanufactured and

welded to the well casing. The bradenhead installed on the surface casing shall be set above the ground level and shall be equipped with fittings having a working pressure rating of not less than 3,000 pounds per square inch. The bradenhead pressure shall be checked at least once each calendar month, and, if pressure is found to exist, proper remedial measures shall be taken immediately to eliminate the source and the existence of the pressure.

(Ord. No. 1659, § 1(16-18), 8-14-89)

Sec. 102-192. - Christmas tree and well head connections.

The Christmas tree and all well head connections on each well drilled within the city limits shall have at least a minimum working pressure of 3,000 pounds per square inch, and on all wells completed below a depth of 7,000 feet, the Christmas tree and well head connections shall have at least a minimum working pressure of 3,000 pounds per square inch and a minimum test pressure of at least 5,000 pounds per square inch. All piping and fittings connecting the well head to an oil and gas separator shall have at least the same working pressure as specified for Christmas tree and well head connections in this section. All wells shall be equipped with an automatic closing safety valve located adjacent to the wing valve in addition to the regular control valves.

(Ord. No. 1659, § 1(16-19), 8-14-89)

Sec. 102-193. - Premises to be kept clean and sanitary.

The premises shall be kept in a clean and sanitary condition, free from rubbish of every character, to the satisfaction of the city at all times drilling operations or reworking are being conducted, and as long thereafter as oil and/or gas is being produced therefrom. Any spill, oil or salt water must be reported immediately to the city and cleanup commenced promptly.

(Ord. No. 1659, § 1(16-20), 8-14-89)

Sec. 102-194. - Mufflers required.

Motive power for all operations after completion of drilling operations shall be electricity or properly muffled gas, gasoline, or diesel engines. Such mufflers are to be approved by the chief building official prior to their use.

(Ord. No. 1659, § 1(16-21), 8-14-89)

Sec. 102-195. - Storage tanks and separators.

It shall be unlawful and an offense for any person to use, construct or operate in connection with any producing well within the city limits, any crude oil well storage tanks except to the extent of two steel tanks for oil storage, not exceeding 500 barrels capacity each and so constructed and maintained as to be vaportight, with pressure release valves set below tank design pressure, and each surrounded with an earthen firewall at such distance from the tank as will, under any circumstances, hold and retain at least 1½ times the maximum capacity of such tank. A permittee shall operate a conventional steel separator, and such other steel tanks and appurtenances as are necessary for separating oil and gas with each of such facilities to be so constructed and maintained as to be vaportight. Each oil and gas separator shall be equipped with both a regulation pressure relief safety valve and a bursting head.

(Ord. No. 1659, § 1(16-22), 8-14-89)

Sec. 102-196. - Fence.

Any person who completes any well as a producer shall have the obligation to enclose the well, together with its surface facilities and storage tanks, by a substantial smooth net wire fence sufficiently high and properly built so as to ordinarily keep persons and animals out of the enclosure with all gates thereto to be kept locked when the permittee or his employees are not within the enclosure. It is provided,

however, that in noncongested areas the city, at its discretion, may waive the requirement of any fence, or may designate the type of fence to be erected.

(Ord. No. 1659, § 1(16-23), 8-14-89)

Sec. 102-197. - Venting and flaring of gas.

No person engaged in drilling or operating any well shall permit gas to escape or be vented into the air unless the gas is flared and burned as permitted by the state railroad commission.

(Ord. No. 1659, § 1(16-24), 8-14-89)

Sec. 102-198. - Abandonment and plugging.

Whenever any well is abandoned it shall be the obligation of the permittee and the operator of the well to plug the well in accordance with regulations of the state railroad commission. No surface or conductor string of casing may be pulled or removed from a well. During initial abandonment operations it will be the obligation of the permittee or the operator of the well to flood the well with mud-laden fluid weighing not less than ten pounds per gallon or sufficient mud weight to yield a hydrostatic pressure 500 pounds above the maximum formation pressure encountered by the well. The well will be kept filled to the top with the mud-laden fluid at all times, and the mud-laden fluid of the above specifications will be left in the well bore below and between cement plugs.

(Ord. No. 1659, § 1(16-25), 8-14-89)

Sec. 102-199. - Disposal of salt water.

The permittee shall make adequate provisions for the disposal of all salt water or other impurities which he may bring to the surface, and disposal to be made in such manner as to not contaminate the underground water strata or to injure surface vegetation. The disposal process shall be approved by the city, prior to disposal for the protection of public health, safety and well-being.

(Ord. No. 1659, § 1(16-26), 8-14-89)

Sec. 102-200. - Use of explosives.

Explosives may be used with the prior express written consent of the city council.

(Ord. No. 1659, § 1(16-29), 8-14-89; Ord. No. 1659-A, § 1, 1-8-90)

Secs. 102-201—102-230. - Reserved.

ARTICLE IV. - PIPELINE TRANSPORTATION

FOOTNOTE(S):

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Editor's note— Ordinance No. 2004-2755, § 1, adopted July 12, 2004, repealed the former Art. IV, §§ 102-231—102-237, 102-261—102-265, and enacted a new Art. IV as set out herein. The former Art. IV pertained to similar subject matter and derived from Ord. No. 915, § 1(18-A-1)—(18-A-12), 3-6-72.

Cross reference— Businesses, ch. 22. [\(Back\)](#)

State Law reference— Transportation of gas and gas pipeline facilities, safety standards, preemption, Vernon's Ann. Civ. St. art. 6053-1. [\(Back\)](#)

Sec. 102-231. - Declaration of policy.

The city council declares that the policy of the city in the manner of granting to any person the privilege to construct, operate and maintain any pipe or pipeline within the jurisdiction of the city for the purpose of thereby transporting oil, gas, brine or any other liquid or gaseous substance whatsoever shall be stated in this article. The provision of this article shall be administered by the director of planning or his designee.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-232. - Definition of terms.

All terms used herein shall be taken in their ordinary signification except the following:

City shall mean the City of La Porte now incorporated and as hereafter expanded by annexation or consolidation.

Commodity shall mean any liquid or gaseous substance or other product capable of being transported through a pipeline and which is, or may become, flammable, toxic or otherwise hazardous to human, animal or plant health and/or life.

Director shall mean the director of planning or his designee.

Operational boundary shall mean the prime property and location of the offices and operational facilities of a person within the city. The term is not intended to extend to rights-of-way, easements, licenses or privileges owned or utilized by a person incidental to a pipeline and which radiate or depart from such primary property, offices and operational facilities.

Permittee shall mean the person to whom a permit is issued under the provisions of this ordinance.

Person shall mean an individual, corporation, partnership, association or any other entity, however organized.

Pipeline shall mean any pipeline or part thereof, including pipe, valves and any appurtenances thereto, which is used for the transportation of a commodity into, across, under or over the city. "Pipeline" shall include any pipe, valve, appurtenance or portion of any pipeline crossing the operational boundary of any industry operating, in whole or part, in the city. "Pipeline" shall not include any pipeline, pipe, valve or appurtenance when located entirely on, within or under a person's operational boundary.

Relocation shall mean the horizontal or vertical movement of a pipeline.

Reposition shall mean the movement of a pipeline when such movement is necessary for the public construction or public improvement: construction, maintenance and improvement of streets, water lines, sanitary sewer lines, storm sewers, ditches and public utilities.

(Ord. No. 2004-2755, § 1, 7-12-04)

Cross reference— Definitions generally, § 1-2.

Sec. 102-233. - Exemption.

This article shall not extend to:

- (1) Any person now or hereafter providing natural gas service for residential and business use only within the city pursuant to a franchise from the city as a gas distribution utility;
- (2) Raw or potable water pipelines, valves and appurtenances; or
- (3) City, county or state agencies for storm drainage or sanitary sewer service pipelines, valves and appurtenances, except industrial wastes transported by pipeline to treatment facilities outside the corporate city limits.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-234. - Permit required.

No person shall commence the construction, relocation or reposition of a pipeline within the city without a permit being obtained from the city for such pipeline under the terms of this chapter.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-235. - Application for permit

A person desiring a permit shall submit a written application to the director and concurrently therewith shall pay a non-refundable fee to the city. The application form, which can be obtained from the director, shall be submitted to the director, in duplicate, with the following information contained thereon:

- (1) The name, business address and telephone number of the pipeline owner and operator;
- (2) The names, titles and telephone numbers of the following persons:
 - a. The person submitting the information;
 - b. The principal contact for submittal of information; and
 - c. The 24-hour emergency contact (and an alternate 24-hour contact), who
 1. Can initiate appropriate actions to respond to a pipeline emergency;
 2. Has access to information on the location of the closest shutoff valve to any specific point in the city or its jurisdiction; and
 3. Can furnish the common name of the material then being carried by the pipeline.
- (3) The origin point and destination of the pipeline being constructed, adjusted, relocated, replaced, repositioned or repaired.
- (4) A description of the commodity(s) to be transported through the pipeline. A copy of the material safety data sheets for the commodity(s) shall be included with the submittal if the owner or operator is required by federal or state law to have material safety data sheets available;
- (5) The maximum allowable operating pressure on the pipeline as determined according to the U.S. Department of Transportation and State Railroad Commission procedures or the maximum design strength for unregulated pipelines, if applicable;
- (6) The normal operating pressure range of the pipeline;
- (7) The maximum allowable temperature under which the substance or product may be pumped or otherwise caused or permitted to flow through any and all of the particular portions of the pipeline, if applicable;
- (8) Engineering plans, drawings, maps with summarized specifications showing the horizontal pipeline location, the pipeline covering depths and location of shutoff valves within the corporate limits and ETJ of the city. The location of shutoff valves must be known in order for emergency responders to clear the area for access to the valves. To the extent that information can be reasonably obtained, drawings shall show the location of other pipelines and utilities that will be crossed or paralleled within five feet;
- (9) A summary description of the time, location, manner, means and methods of the proposed construction, including but not limited to the following:
 - a. Detailed cross section/profile drawings for all public way crossings if requested by the Director;
 - b. A plan accurately showing the location, course and alignment of the proposed pipeline, including valve locations (existing and proposed), and all public ways in which the proposed pipeline shall be laid, provided that the degree of accuracy shall not be required

to exceed the accuracy which can be practicably achieved by using United States Geological Survey (USGS) maps.

- (10) A statement that the pipeline will comply with the applicable standards required by this article as well as all applicable federal, state and local laws and regulations; and
- (11) A statement that the permittee shall, at any time in the future, where such pipeline or portion thereof crosses or is laid within, under or across any street, road or utility right-of-way, drainage way or public way existing or projected at the time the permit is issued, reposition such pipeline (which shall include lowering or raising the pipeline, as well as casing it, if required) at the permittee's sole expense, when the city reasonably requires such action incidental to public construction or public improvement: Construction, maintenance and improvement of streets, water lines, sanitary sewer lines, storm sewers, ditches and public utilities. The city shall give the permittee prior written notice of the need for repositioning location, and such notice shall be mailed certified mail, return receipt requested, to the permittee as designated in the application. The permittee shall have six months to complete such repositioning.
- (12) A statement that the permittee shall notify the director at least 48 hours prior to performing any scheduled repairs or maintenance on the pipeline. For unscheduled emergency repairs or maintenance, taken to protect the public health, safety or welfare, the permittee shall notify the city police department dispatcher as soon as practical but no later than one hour after commencing repairs or maintenance.

The director expressly reserves the right to require the submission of additional information if the director reasonably deems the information necessary to meet the requirements of this article. Such supplemental information shall be submitted by the permittee to the director within ten days, excluding weekends and city holidays, of the permittee's receipt of the director's written request. While awaiting the requested information, the period in which the city must process the application shall be suspended.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-236. - City council consideration.

- (a) Within 60 days from the date on which the official application is received at the official address for the director, the director shall advise the applicant whether, based on the director's professional judgment, the contemplated construction, relocation, replacement or reposition is in compliance with this article. If the director does not deem the contemplated construction to be in compliance with this article, the director shall notify the applicant, in writing, of any deficiencies found.
- (b) After the notice described in subsection (a) of this section is given to the applicant, the director, based upon the assessment of the director and other city personnel, shall report to the city council upon his examination of such application and plans, including such changes in the plans as the applicant may have made upon his suggestion, with his recommendation as to the granting or denying of the permit application, based upon compliance or noncompliance with this article, at the next regularly scheduled city council meeting for which adequate notice may be given. The director shall in such report and recommendation state whether the proposed course or alignment of the pipeline and depth at which it is proposed to be laid thorough undeveloped or unplatted areas is, to the extent economically feasible, consistent with the probable future development of such areas, location and opening of future streets, and laying of water, sanitary sewer, storm sewer lines, ditches and public utilities incident to such probable future development.
- (c) After the report and recommendation is made to the city council, the city council shall consider approval or denial of the permit.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-237. - Permits.

Upon approval, permits shall be executed in duplicate originals by the director. One duplicate original shall be delivered to the permittee and the other shall be retained by the city. A copy of the permit shall be conspicuously displayed at each point where the pipeline construction, relocation or repositioning intersects any public street, right-of-way, easement or public property within the corporate limits of the city.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-238. - Permit transference.

Permits may be transferred after prior written notice to the director, on a form provided by the director, which notice shall set forth the full name and address of the transferee, the full name and address of the transferee's registered agent or owner (if an unincorporated entity) and an agreement that the transferee shall be bound by all provisions of the application and permit as originally acted upon and granted by the city. The transfer application shall be signed by an authorized officer, owner or representative of both the transferor and transferee and shall be accompanied by a non-refundable transfer fee.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-239. - Permit fees.

- (a) Every permit requested under the terms and conditions of this article, with the exception of those permits necessitated due to a repositioning of a pipeline at the request or required by the city or another governmental entity, shall provide for the payment by the applicant to the city of a non-refundable application fee of \$1,000.00 per pipeline.
- (b) Every permit granted under the terms and conditions of this article shall provide for the payment of an annual fee thereafter in the amount of \$800.00 per pipeline per year, payable annually in advance on or before July 1 of each year.
- (c) Every permit transfer shall be accompanied by a non-refundable transfer fee of \$300.00.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-240. - Permit expiration.

- (a) If construction, relocation or reposition of the pipeline does not commence within one year from the date of the permit, the permit shall be void unless the permittee makes written application for an extension. The city council may grant an extension for one additional year only.
- (b) Pipelines abandoned after the date of this article shall have their permit voided and shall not thereafter be subject to the terms of this article except as follows:
 - (1) The owner or operator shall report to the director, in writing, the abandonment of a pipeline that has been permitted in accordance with this article.
 - (2) All known abandoned pipelines shall be purged, disconnected from all sources or suppliers of gas, hazardous liquids and chemicals and shall be capped or sealed at each end within the city limits.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-241. - Construction requirements.

All pipelines shall be constructed in accordance with the following guidelines:

- (1) All pipelines shall be constructed in accordance with the latest applicable minimum standards, if applicable, established by the United States Department of Transportation, Texas Railroad Commission, or any other entity having regulatory authority over pipeline safety and construction matters.

- (2) All pipelines shall be buried to specified depths, as follows:
 - a. Pipelines which run under or within 20 feet of any street or streets and/or any proposed street which has been designated on the master plan for the city or the official city map of the city, shall be buried to a depth of at least six feet measured between the top of the pipeline and the natural surface of the ground.
 - b. Pipelines which run under any ditch and/or drainage area or structure shall be buried to a depth of at least five feet measured between the top of the pipeline and the ultimate channel or structure depth. Permittee is responsible for determining the ultimate depths from the appropriate agency and reporting said information with permit application.
 - c. Pipelines for areas not mentioned in a. or b. above shall be buried to a minimum depth of four feet measured between the top of the pipeline and the natural surface of the ground.

Provided further, if at any particular point or points the director determines that a greater or lesser depth be required, such permit shall not be granted except upon agreement by the permittee to comply with such depth requirement.

- (3) All pipelines shall cross public streets, public properties and public rights-of-way as closely as possible to a right (90°) angle.
- (4) All public streets, roads and ways in existence at the time of construction of a pipeline shall be bored under and shall not be cut for the purpose of constructing, relocating or repositioning a pipeline.
- (5) All pipeline related excavations in any public right-of-way shall be backfilled in a manner satisfactory to the city; and if after once refilling such excavation the earth within the excavated area settles so as to leave a depression, the permittee shall be required to make further necessary fills as ordered by the city. All areas shall be graded and maintained so as to provide drainage of the area.
- (6) The permittee shall be required to repair all portions of any street across or along and under which pipelines are laid and place the same in as good a state of repair and condition as they were at the time the construction, repair or removal was commenced, such repairs to be to the satisfaction of the city.
- (7) Upon completion of the pipeline, the permittee shall provide the director with three as-built (or record) drawings of the pipeline, showing the route, distances and shut-off valve locations. These drawings shall be submitted in digital format acceptable to the city.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-242. - Pipeline location.

- (a) Where feasible, a new pipeline shall be located within existing pipeline corridors. The feasibility of locating new pipelines in established corridors in the city shall be considered from the perspective of the pipeline owner or operator, taking into consideration the following:
 - (1) The availability and cost of corridor space;
 - (2) The availability and cost of right-of-way to and from the corridor;
 - (3) Technical, environmental, safety, efficiency and cost issues related to building, operating and maintaining both the portion of the pipeline that would be located in the corridor and the lengths of pipeline required to gain access to and from routing through a corridor;
 - (4) Any delays in right-of-way acquisition or pipeline construction that may result from routing through a corridor;
 - (5) The availability of an alternative right-of-way to the owner or operator; and

- (6) All other matters that a prudent pipeline owner or operator would consider in selecting the route for a new pipeline.

Provided that the owner or operator has considered in good faith the use of existing corridors within the city, the determination of the owner or operator as to the feasibility shall be determinative, unless there is clear and convincing evidence that contradicts the conclusion of the owner or operator.

- (b) When it is not feasible for a new pipeline to be located within an existing corridor, the pipeline should, to the extent practical:
 - (1) Follow property boundaries of fee parcels or existing easements to avoid unnecessary fragmentation of land and avoid diagonal routes that would create slivers of land between public ways, except if following:
 - a. Manmade or topographical features is in the public interest;
 - b. Boundary lines or existing easements is impractical under the circumstances;
 - c. Boundary lines or existing easements poses safety concerns; or
 - d. Boundary lines or existing easements would not be feasible.
 - (2) Avoid areas of unique recreational or aesthetic importance, environmentally sensitive areas and areas of historical or cultural significance, unless appropriate mitigation measures are undertaken to the satisfaction of the director; and
 - (3) Avoid conflict with existing or planned urban developments as well as the location of planned future streets and laying of planned water, sanitary sewer and storm sewer lines, structures and ditches incident to such future development.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-243. - Liability.

A condition of granting any permit shall require the permittee to save the city harmless from liability for injury or damage to any person or person's property caused by the construction, relocation, repositioning, maintenance, operation, repair or removal of any part or all of such pipeline within any public right-of-way or easement; and shall require the permittee to pay to the city all damages caused to the city by construction relocation, repositioning, maintenance, operation, repair or removal of such pipeline or any part thereof.

- (1) Except in an emergency, the permittee shall notify the director 48 hours before commencing at any time excavation in any portion of any said unpaved or unimproved street, and not wholly close any street, but shall at all times maintain a route of travel along and within such roadway area, to the extent such travel was allowed prior to the excavation.
- (2) In the event of an emergency, it being evident that immediate action is necessary for the protection of the public and to minimize property damage and loss of investment, permittee may, at its own responsibility and risk make necessary emergency repairs, notifying the city police dispatch of this action as soon as practical, but not later than one hour after commencing repairs or maintenance.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-244. - Insurance and bonding requirements.

- (a) Under this article, a permittee must furnish, prior to any construction, repair, adjustment, relocation, reposition or replacement, and shall further maintain at all times during the life of the permit, commercial general liability insurance for bodily injury and property damage, including explosion, collapse and underground hazard, coverage in the minimum combined single limit amount of \$1,000,000.00 as it pertains to all pipelines or other facilities owned by the permittee in the public

way in the jurisdiction. Such policy shall name the city, its officers, agents and employees as additional insureds.

- (b) A certificate of insurance specifying the coverage required in subsection (b) of this section with an insurance company having acceptable insurance rating shall be furnished to the director prior to the issuance of any permit. Such certificates of insurance shall provide that at least 30 days prior written notice for the termination or modification of the required insurance shall be given to the city.
- (c) In lieu of liability insurance, a permit applicant shall furnish evidence of financial responsibility which demonstrates the applicant's qualifications as a self-insurer. Such evidence may take the form of the most recent corporate financial report which is acceptable to the city council as giving assurance of the applicant's financial ability to comply with the requirements of this section.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-245. - Pipeline permit updates.

It shall be the responsibility of the permittee to provide, in writing, updated information on the following aspects of each permit:

- (1) Name and mailing address of the pipeline owner.
- (2) Name and telephone number of two officers or persons available on a 24-hour basis who can furnish or obtain immediately, information as to the pressure at the point or points of input nearest to the city and the common name of the commodity carried by the pipeline.
- (3) A description of the commodity(s) being transported through the pipeline. A copy of the material safety data sheets for the commodity(s) shall be included with the update if the owner or operator is required by federal or state law to have material safety data sheets available.

This information will be provided with the annual update or upon transference or any change in ownership.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-246. - Pipeline signs.

Every pipeline, new or existing, within the corporate limits of the city shall bear at all times, in plain, indelible lettering, signs denoting the ownership of said pipeline, permanently affixed in the pipeline right-of-way where said pipeline rights-of-way cross public streets, public properties or public rights-of-way.

(Ord. No. 2004-2755, § 1, 7-12-04)

Sec. 102-247. - Penalties.

Any violation of any section, subsection or part of this article shall be deemed a misdemeanor and such violation thereof during all or any portion of any day shall be a separate offense and misdemeanor; and upon final conviction, every person, firm, association, corporation or partnership guilty of such violation shall be fined in a sum not more than \$2,000.00 per each day of violation.

(Ord. No. 2004-2755, § 1, 7-12-04)



RECEIVED

JAN 20 2015

CITY SECRETARY'S
OFFICE

21 Wire Road • Huntsville, TX 77320
P.O. Box 8660 • Huntsville, TX 77340-0011
Telephone: (936) 295-4066 • FAX: (936) 295-4042

City of La Porte
604 W. Fairmont Parkway
La Porte, TX 77571
281-471-5020

January 21, 2015

Re: Request for Geophysical Permit

To Whom It May Concern:

Boone Exploration Inc. is requesting permission to conduct a Seismic Survey within the city limits of La Porte, TX on behalf of Etoco, L.P. The primary source of energy would be the utilization of Vibe Trucks known as Vibroseis. The vibroseis method is used to acquire seismic information for oil & gas exploration usually in urban areas. This method involves laying out sensors on top of the ground that will record the energy that is put into the ground by vibroseis trucks. A vibroseis truck has a large metal plate that is placed on the ground and caused to vibrate to create seismic waves into the ground. These seismic waves are recorded by the sensors and this data is collected and processed for oil & gas exploration. Before the seismic survey begins, a hazard survey is completed to identify every structure within the survey area. Special care is taken so that the source points are a safe distance away from houses, water wells, pipelines, etc. Once the hazard survey is completed, the vibroseis operation will begin. A vibration monitoring company will be retained during the vibroseis operations to ensure that peak particle velocity does not exceed 0.15/inches per second at any structure within the survey. The monitor people will move around with the vibroseis trucks and monitor the structures closest to the vibroseis trucks. If and when a high reading is measured by the monitors, the vibroseis operation will cease at that particular location and the trucks will move on to the next source point. This does not negatively impact the seismic survey because there will be multiple source point locations throughout the survey.

Field operations to complete the seismic survey will include using existing roads, trails and gates for vehicle access within the seismic survey area. Flagging will be placed throughout the survey to identify source and receiver points. All flagging will be removed when the seismic survey is complete.

While conducting the proposed survey, every effort will be made to carry out the work without inconvenience to landowners or tenants and without damage to the property. It is unusual for appreciable damage to result from our operations, however, we will assume full responsibility for any physical damage resulting from this survey.



21 Wire Road • Huntsville, TX 77320
P.O. Box 8660 • Huntsville, TX 77340-0011
Telephone: (936) 295-4066 • FAX: (936) 295-4042

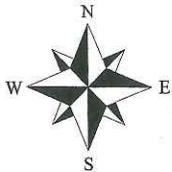
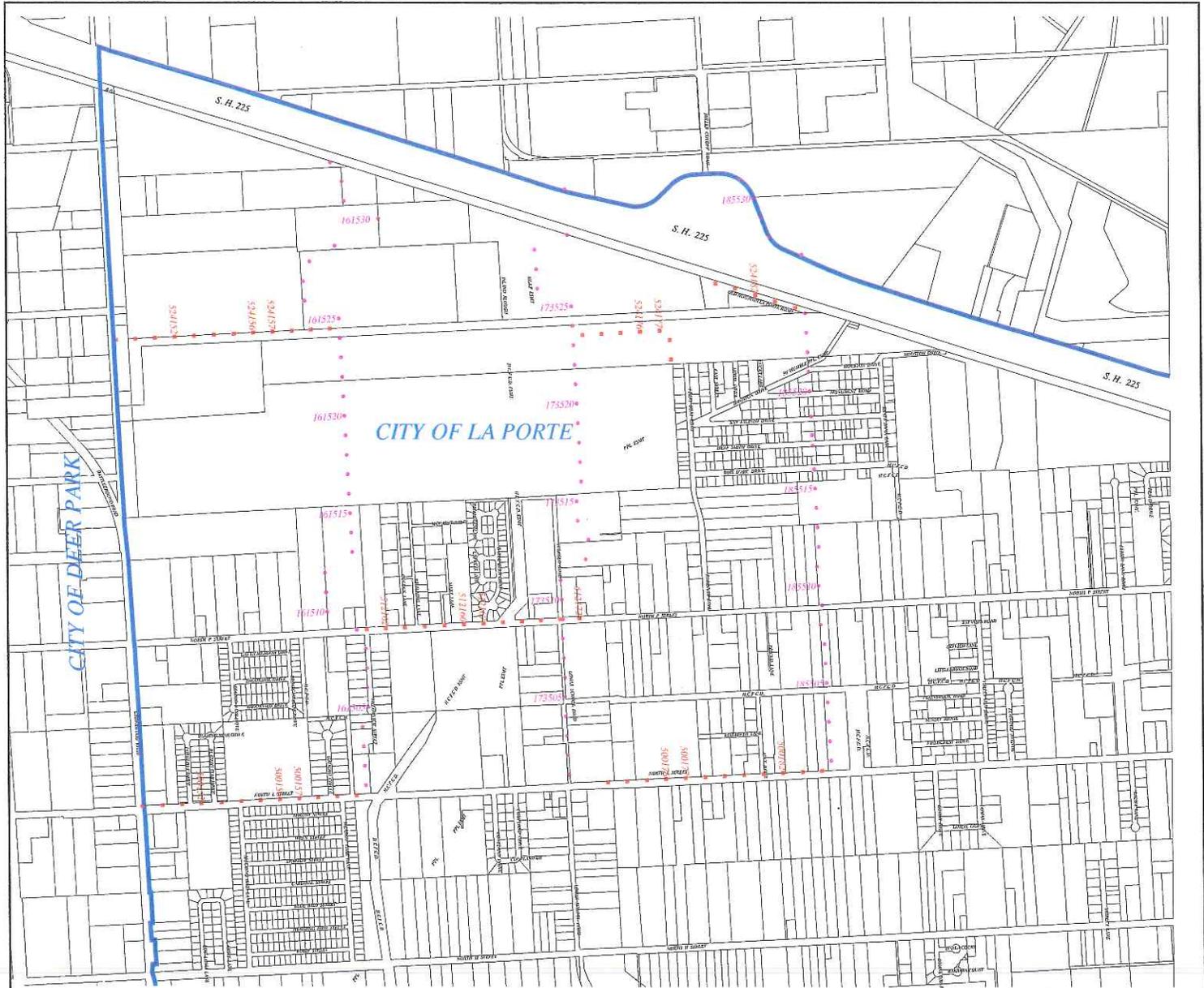
Re: Request for Geophysical Permit

It is understood that your permission is granted only as you have the right to grant such permission under the interest you hold in such property. We agree to hold you harmless from any and all liabilities, claims and damages which may be asserted against you as a result of our operations.

Kind Regards,

A handwritten signature in blue ink that reads "Jerry Blankenship". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jerry Blankenship
Operations Supervisor



LEGEND

These standard symbols will be found in the drawing.

- VP POINT
- GEOPHONE POINT

PLAT SHOWING PROPOSED LA PORTE CITY ACQUISITION AREA OF INTEREST WITHIN THE CITY OF LA PORTE LIMITS HARRIS COUNTY, TEXAS

BOONE EXPLORATION OF HUNTSVILLE, TEXAS IS HERE BY REQUESTING PERMISSION TO CONDUCT A SEISMIC SURVEY OVER AND ACROSS ALL ROADS, EASEMENT THAT ARE OWNED OR CONTROLLED BY THE CITY OF LA PORTE.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 9, 2015

Appropriation

Requested By: Dave Mick

Source of Funds:

Department: Public Works

Account Number:

Report: Resolution: Ordinance:

Amount Budgeted:

Other:

Amount Requested:

Budgeted Item: YES NO

Attachments :

1. City Ordinance Section 74-206

2. Surcharge Snapshot

SUMMARY & RECOMMENDATIONS

Public Works staff presented an overview of the City's industrial waste inspection program including industrial/commercial discharges to the City sanitary sewer system at the November 10, 2014 City council meeting. The discussion primarily centered on the consideration of restaurants. City Council's direction was for staff to recommend changes to the surcharge formula provided in City Ordinance Sec. 74-206 with the effect of lowering the surcharge costs. Subsequent to the meeting staff received further requests from council members to a) consider City staff coordinating the effluent sampling for the commercial establishments (the businesses that are currently responsible for sampling and providing test results), and b) consider testing the restaurant effluent more often.

Surcharge Fee:

The attached spreadsheet provides an updated snap shot of the current surcharge fees by facility compared with a 50% reduction in the surcharge rates for restaurants/food processing establishments. The 50% would be achieved by reducing the operation/maintenance factor (cost to operate the treatment plant per 1000 gallons treated) from the currently calculated \$1.286 to a fixed value arbitrarily set to \$0.640. Because the sewage collection and treatment systems are particularly sensitive to compounds that might be released from the SIU facilities, staff is not proposing to modify the current surcharge formulas for the SIU facilities.

City Coordinating Testing:

There is benefit for both the City (improved quality control) and the restaurants (convenience and decreased cost) for the City to coordinate sampling and testing for the food establishments. This does come with some increased administrative responsibilities for the City.

The best information available to staff suggests that the restaurants are paying between \$150 and \$300 annually for effluent monitoring. Currently the permit fee for restaurants is \$25/3-years. Cost of permit plus testing over a 3-year period then is estimated to range from \$475 to \$925.

Staff may be able to contract the testing for \$60 to \$100 per test plus a roughly estimated 60 to 80 hours additional City administration time per year (\$1,500 to \$2,000/year).

Testing Frequency:

Quality control of the testing would be improved and more consistent with the City coordinating the sampling and testing on behalf of the restaurants. In most instances, testing once a year is adequate in staff's opinion. Staff will continue test more frequently if requested by the restaurant management (the facility would pay for the additional testing) or if otherwise determined necessary on a case-by-case basis.

Significant Industrial Users (SIU's):

In terms of program cost per facility, the cost of the 4 SIU's (tank wash facilities) greatly exceeds the fees paid into the utility fund for their permits surcharges. The current permit fee is \$25/year for each facility. Although these locations are high volume discharges, the surcharges collected from this group total around \$3,000/year because of their advanced pretreatment systems. Total program cost for this group is estimated at \$20,000/year including staff time, tests, additional reporting and audit requirements from the state associated with the SIU's.

Other Considerations:

- The SIU portion of the program is mandated by TCEQ.
 - Municipal programs to control FOG (fats, oil, and grease) are much more closely watched now by TCEQ and the USEPA when evaluating SSO (sanitary sewer overflows) reports.
 - The City is operating under an SSO agreement with TCEQ currently. Any future agreements are likely to include mandated FOG programs.
 - The benefits of the current program:
 - Surcharge fees are performance and consumption based.
 - Rather than the City mandating certain equipment that may not be necessary in every instance, the restaurants can evaluate the surcharge cost compared to the cost of equipment/plumbing upgrades.
 - Types, processes and equipment vary greatly among the food establishments. Some business owners rent their facilities, there are occasional-use operations (specialty catering, weekend barbecue). The performance/consumption based model works in a wide variety circumstances.
 - The surcharge fees aid the education components of the program and encourage best management practices.
 - The longest tenured utility employees indicate that the program has been effective in reducing grease and dry-weather sewer overflows near commercial areas.
 - The program cost is approximately \$95,000/year. (Increases to \$105,000/year with the City coordinating effluent testing for restaurants and contracting tests.)
 - Permit fees generate \$1,400/year.
 - Surcharge fees generate approximately \$85,000. (Decreases to roughly \$44,000/year with 50% decrease in surcharge fees to restaurants).
-

Action Required of Council:

Receive update from staff and provide direction.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

(b) Sampling of effluent or discharge may be accomplished manually, or by the use of mechanical equipment, to obtain a composite sample which would be representative of the total effluent. Samples shall be taken at such intervals as to establish the BOD and total suspended solids of the industrial waste for billing purposes, as determined by the City as necessary to maintain a control over the discharges from the permittee. Additionally, such grab composite samples as deemed necessary by the city shall be taken at such intervals as to establish the concentrations of prohibited discharges and pretreatment standards as specified in this article. The method used in the examination of all industrial wastes to determine BOD and TSS shall be defined in 40 CFR Part 136.

(Ord. No. 2011-3357, § 1, 6-13-2011)

Secs. 74-198—74-205. Reserved.

DIVISION 15. INDUSTRIAL COST RECOVERY SURCHARGE

Sec. 74-206. Industrial cost recovery.

A permittee discharging industrial wastes with a BOD exceeding 250 mg/l, or a TSS content of greater than 300 mg/l, or both, and meet all other applicable requirements, including those established under this article, may be accepted for waste water disposal provided that;

- (1) The wastes will not cause damage to the collection system;
- (2) The wastes will not impair the treatment process.
- (3) The discharger of the waste enters into a contractual agreement with the CA, via their wastewater discharge permit, providing for a surcharge over and beyond the normal sewer rate. The industrial waste surcharge for industrial discharge is to be calculated as follows:

$$IWS = \left(\frac{BOD}{250} + \frac{TSS}{300} \right) \times (O \ \& \ M \ \text{cost}) \times (VOL);$$

IWS = represents industrial waste surcharge in dollars;

BOD = represents the biochemical oxygen demand in milligram per liter (mg/l).
 Note: Concentration less than or equal to 250 mg/l will be considered a value of zero.

TSS = represents total suspended solids or suspended solids in milligram per liter (mg/l)

Note: Concentration less than zero or equal to 300 mg/l will be considered a value of zero.

- O&M = Cost represents operation and maintenance cost of POTW wastewater treatment facility. Note: This cost is determined and updated by the city periodically.
- VOL = represents volume discharged in thousands of gallons. The volume of waste shall be determined by the same methods used to calculate the normal sewer service charge, or by a sewage flow meter that has been approved by the director and purchased, installed, and maintained by the permittee.

All flow rates, BOD, total suspended solids and O & M values used in the determination of the industrial waste surcharge shall be reevaluated at least on an annual basis.

- (4) The industrial waste surcharges provided for in this article shall be included as a separate item on the regular bill for water and sewer charges and shall be paid monthly in accordance with the existing practices. Surcharges shall be paid at the same time that the sewer charges of the permittee become due and payment for sewer services shall not be accepted without payment also of industrial waste surcharges. (Ord. No. 2011-3357, § 1, 6-13-2011)

Secs. 74-207—74-210. Reserved.

DIVISION 16. MISCELLANEOUS PROVISIONS

Sec. 74-211. Pretreatment charges and fees.

The city may adopt reasonable charges and fees for reimbursement of costs of setting up and operating the industrial waste pretreatment program, which may include:

- (1) Fees for wastewater discharge permit applications including the cost of processing such applications;
- (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing an IU's discharge, and reviewing monitoring reports submitted by IUs;
- (3) Fees for reviewing construction plans and responding to accidental discharges;
- (4) Fees for filing appeals;
- (5) Other fees as the city may deem necessary to carry out the requirements of its' industrial waste pretreatment program. These fees related solely to the matters covered by this article and are separate from all other fees, fines and penalties chargeable by the city.

(Ord. No. 2011-3357, § 1, 6-13-2011)

Secs. 74-212—74-220. Reserved.

O&M Factor →	1.28609				0.64000	
Facility	BOD	TSS	factor	Ave Water	monthly charge	charge @ 0.64 O&M
Quiznos	878	0		7.287	32.91	16.38
Bullritos	548	0		28.116	79.26	39.44
Morning's Kolaches	884	0		14.058	63.93	31.81
Donut Hole	2325	0		6.279	75.11	37.37
Casa Anita's	901	604.1		17.000	122.82	61.12
Dawn Donuts	1616	0		8.500	70.66	35.16
Subway	396	0		8.500	17.31	8.62
Kroger Bakery-East GT B	606	0		33.424	104.20	51.85
Kroger Meat -West GT A	747	0		33.424	128.44	63.92
Las Hadas	948	475		19.550	135.15	67.26
Papa John's	520	366		7.732	32.82	16.33
Amlani Enterprises / Burritos Express #1	630	0		6.216	20.15	10.02
Antonio's	1133	0		71.074	414.26	206.15
Asian Wok	1557	0		21.250	170.21	84.70
Baytown Seafood	0	339.9		23.641	34.45	17.15
Broadway Café - Ogarrio	0	1040		12.793	57.04	28.38
Burger King	1150	0		18.573	109.87	54.68
Carl's Jr	700	306		45.953	225.76	112.35
Chili's #1414	663	0		102.000	347.89	173.12
Chinese Wok	395	0		37.315	75.82	37.73
Dairy Queen	385	0		26.796	53.07	26.41
Denny's Restaurant	1351	317		87.603	727.89	362.22
El Ranchero	1130	0		13.462	78.26	38.94
El Toro	1430	0		42.436	312.18	155.35
Gringo's Restaurant	1287	0		123.601	818.33	407.23
Jack in the Box #3693 (146)	362	0		12.3	22.99	11.44
Jack in the Box #4733 (Fmt)	1302	0		31.663	212.08	105.53
Jack's Supermarket	924	0		8.794	41.80	20.80
KFC/Pizza Hut	936	0		25.309	121.86	60.64

NOTE: Where a result is listed as "0" it indicates that the BOD was below 250 and/or the TSS was below 300

O&M Factor →	1.28609				0.64000
Facility	BOD	TSS	Ave Water	monthly charge	charge @ 0.64 O&M
King's BBQ	2922	430.8	29.750	502.14	249.88
La Porte Care Center	626	0	25.925	83.49	41.55
Le Chi Bakery	414	0	37.556	79.99	39.80
Lion King Trucking	653	0	34.701	116.57	58.01
Main 101	931	0	22.844	109.41	54.44
Mainly Drinks	299	0	19.260	29.62	14.74
Mamma Mia's	1635	1032	24.091	309.22	153.88
McDonald's	656	352	43.350	211.71	105.35
Mesquite Grill - Taqueria NL (Valero)	1765	1825	7.146	120.79	60.11
NuQT	387	0	10.375	20.65	10.28
Parson's House	815	328	55.20	309.03	153.79
Pizza Hut	600	0	23.343	72.06	35.86
Popeyes	635	0	42.266	138.07	68.71
Port Café	1640	385	27.583	278.23	138.46
Power Mart #14 - Taco Bravo	735	0	9.591	36.26	18.05
Sens Food Mart (Valero)	0	306	15.520	20.36	10.13
Shipley Donuts	3996	0	8.447	173.64	86.41
Sonic Drive #3379	3430	454	16.533	323.89	161.18
Southern Kountry Kitchen	1579	408	66.052	652.07	324.49
Super Deli	1314	892	10.402	110.09	54.78
Taco Bell	743	0	23.534	89.96	44.76
Tony's - Texas Grill	164	110	24.161	0.00	0.00
Tortilla's	1863	0	30.189	289.33	143.98
Triangulo Meat Market	2817	440	16.171	264.85	131.80
Village In Pizza and Seafood	507	0	7.172	18.71	9.31
Waffle House #1207	1000	0.0	26.488	136.26	67.81
Whataburger #513	1190	448	35.063	281.99	140.32

NOTE: Where a result is listed as "0" it indicates that the BOD was below 250 and/or the TSS was below 300



**Council Agenda Item
February 9, 2015**

9. (a) Receive report of La Porte Development Corporation Board – Councilmember Engelken

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 9, 2015

Appropriation

Requested By:

Source of Funds:

Department: Administration

Account Number:

Report: Resolution: Ordinance:

Amount Budgeted:

Other:

Amount Requested:

Budgeted Item: YES NO

Attachments :

1. 2014 Racial Profiling Report

SUMMARY & RECOMMENDATIONS

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

The report indicates that the La Porte Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training, and the collection of data in compliance with the law. Additionally, a review of internal administrative records indicated that during 2014 the department received no complaints that could be categorized as involving some type of racial profiling. As a result of this analysis, and the listed statistics, it is believed that the officers of the La Porte Police Department are operating appropriately and without bias relating to individual violator race, ethnicity, or national origin.

Action Required of Council:

Acceptance of the 2014 La Porte Police Department Racial Profiling Report as presented by the Chief of Police.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



City of La Porte

Established 1892

Police Department

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



January 8th, 2015

To: La Porte City Council
Thru: Corby Alexander, City Manager
From: Kenith Adcox, Chief of Police
Subject: Racial Profiling Report for the La Porte Police Department

Honorable Council Members:

The following report is provided in accordance with Article 2.132 (7) of the Texas Code of Criminal Procedures. The Code requires that the police department annually report, to its governing body, data collected on the race or ethnicity of individuals stopped for traffic violations and subsequently cited, searched and/or arrested. Reporting must take place on or before March 1st of each year.

The following report meets this requirement by providing a detailed analysis of the La Porte Police Department's policies, training, and statistical information on racial profiling for the year 2014. To assist City Council in their examination of the included data, detailed demographic data has also been provided relating to the City of La Porte, Harris County, and the State of Texas.

For the purposes of this report and analysis, the following definition of racial profiling is used: *racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).*

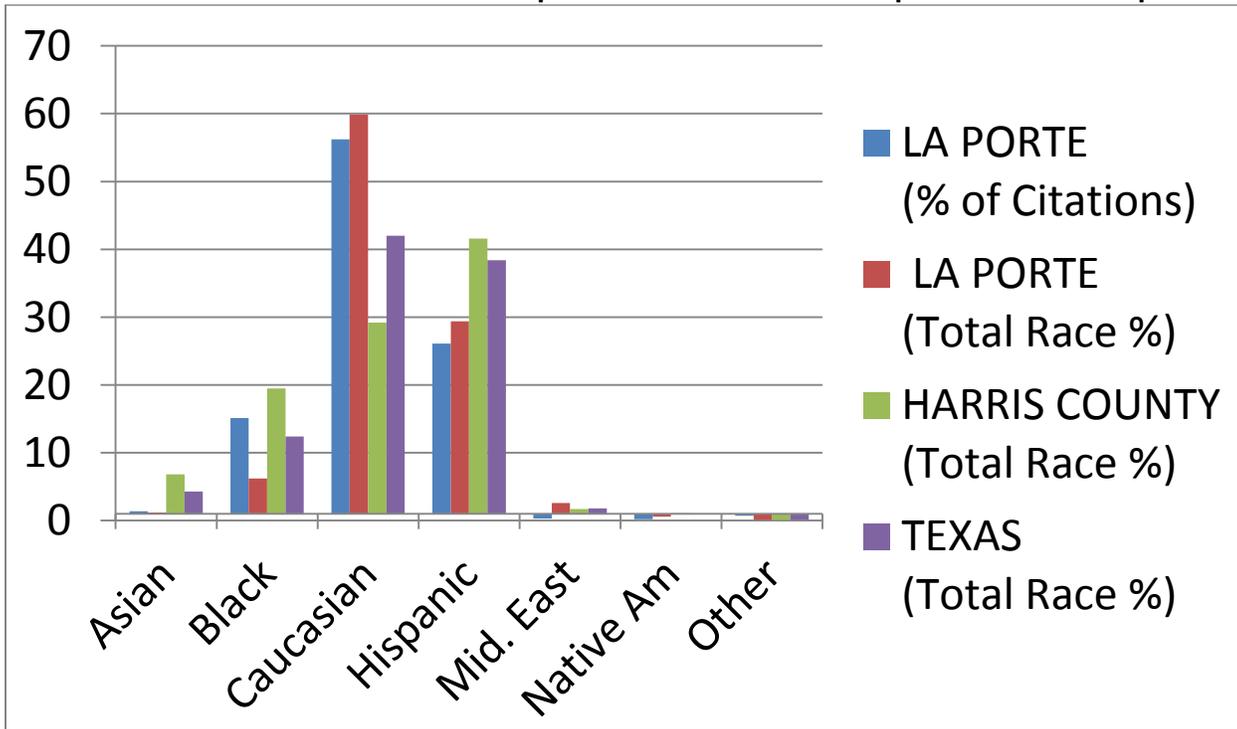
La Porte Police Department Policy/ Training on Racial Profiling

A review of La Porte Police Department regulation 2.400 provides evidence that the department has adopted policies in compliance with Article 2.132 of the Texas Code of Criminal Procedure (see Appendix A). There are several specific requirements mandated by Article 2.132 that a law enforcement agency's Racial Profiling Policy must address. Each of these requirements are covered in the La Porte Police Department's Racial Profiling Policy, which provides clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including termination. The regulations also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. All members of the La Porte Police Department have received formal training required by the State of Texas relating to Racial Profiling and have been provided, and signed for copies, of the departmental policy in question. Additionally, the policy is required to be reviewed with all employees by supervisors on a bi-annual basis.

La Porte Police Department Statistical Data on Racial Profiling

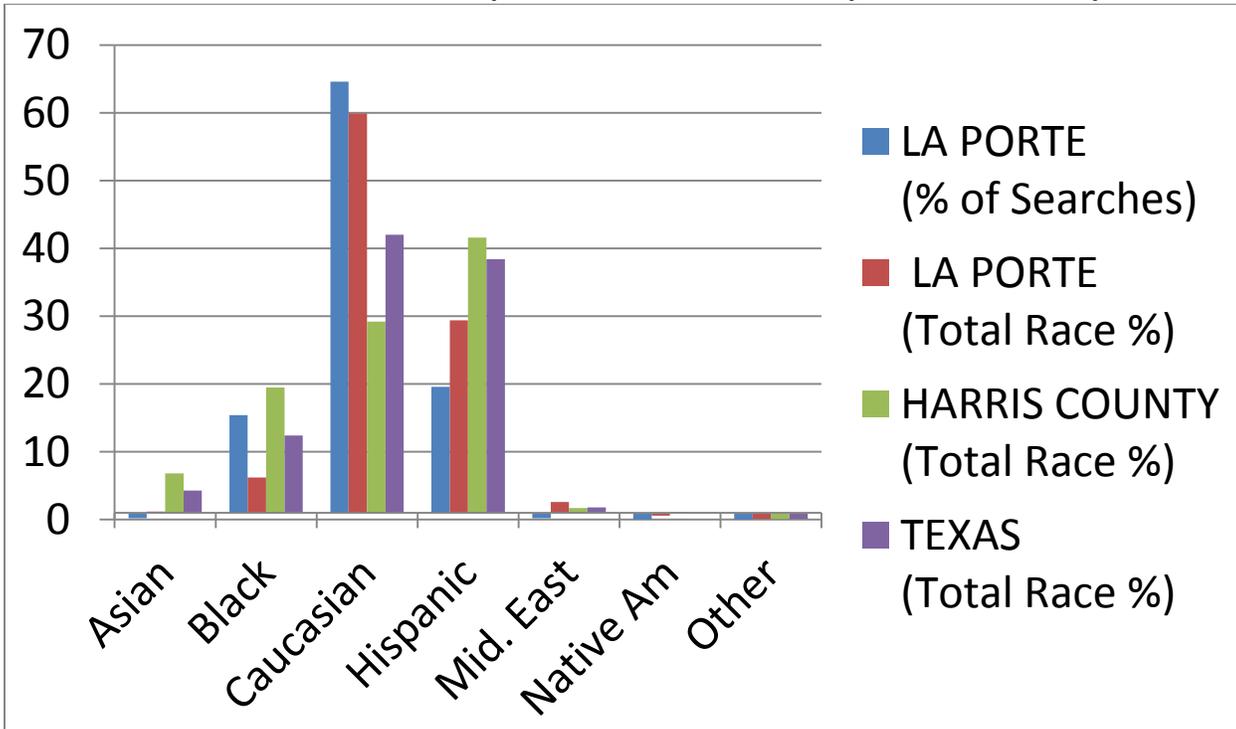
In accordance with Departmental Policy, Officers of La Porte Police Department submitted statistical information on all contacts made with motorists in 2014 and accompanying information on the race of the person contacted. This data has been aggregated and is presented in the below tables, accompanied by relevant information on searches, arrests, and demographic information.

LPPD Citations Issued Compared with Overall Race Representation in Population



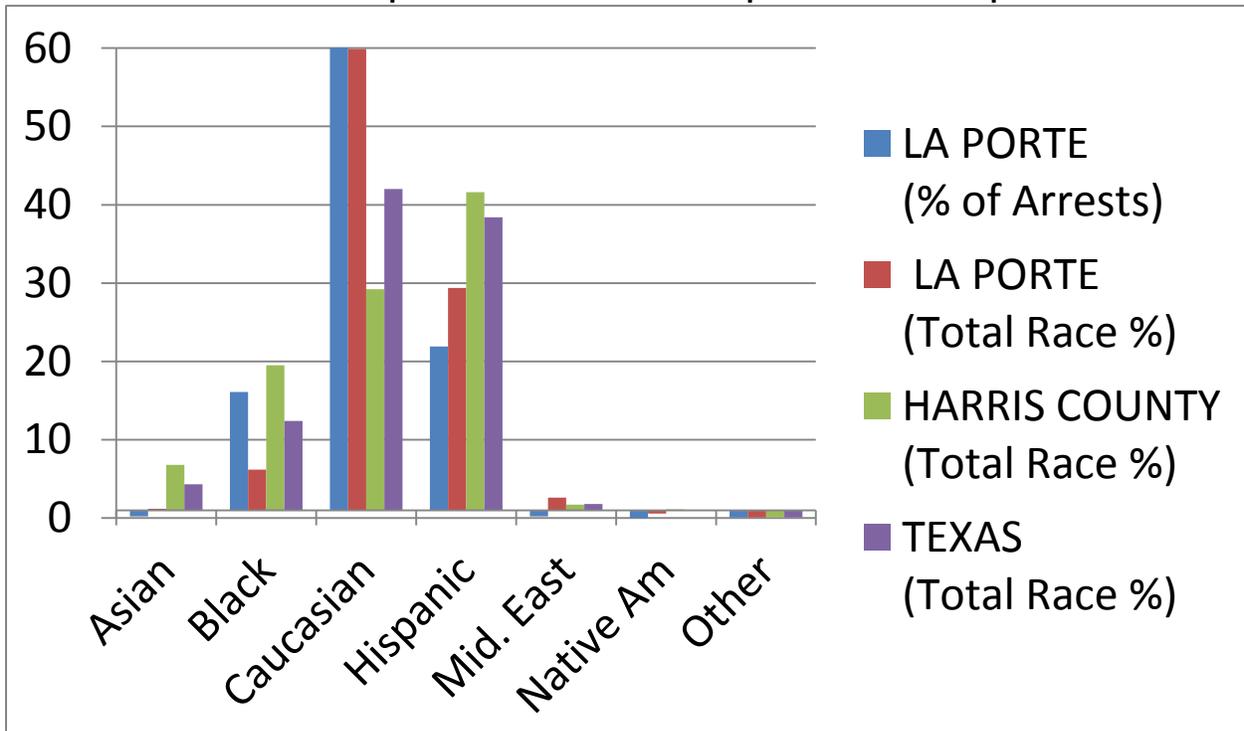
Race	La Porte PD Motorist Citations	LPPD Percent Contacted by Race	La Porte Population Representation	Harris County Population Representation	Texas Population Representation
Asian	154	1.4%	1.2%	6.8%	4.3%
Black	1,721	15.1%	6.2%	19.5%	12.4%
Caucasian	6,414	56.2%	59.9%	29.2%	42.0%
Hispanic	2,977	26.1%	29.4%	41.6%	38.4%
Mid. East	30	0.3%	2.6%	1.7%	1.8%
Native Am	25	0.2%	0.6%	1.1%	1.0%
Other	75	0.7%	0.1%	0.1%	0.1%
Total	11,396	100%	100%	100%	100%

LPPD Searches Compared with Overall Race Representation in Population



Race	LPPD Searches	Without Consent	With Consent	LPPD Percent Searched by Race	La Porte Population Representation	Harris County Population Representation	Texas Population Representation
Asian	1	1	0	0.2%	1.2%	6.8%	4.3%
Black	69	24	45	15.4%	6.2%	19.5%	12.4%
Caucasian	290	140	150	64.6%	59.9%	29.2%	42.0%
Hispanic	88	43	45	19.6%	29.4%	41.6%	38.4%
Mid. East	1	0	1	0.2%	2.6%	1.7%	1.8%
Native Am	0	0	0	0.0%	0.6%	1.1%	1.0%
Other	0	0	0	0.0%	0.1%	0.1%	0.1%
Total	449	208	241	100%	100%	100%	100%

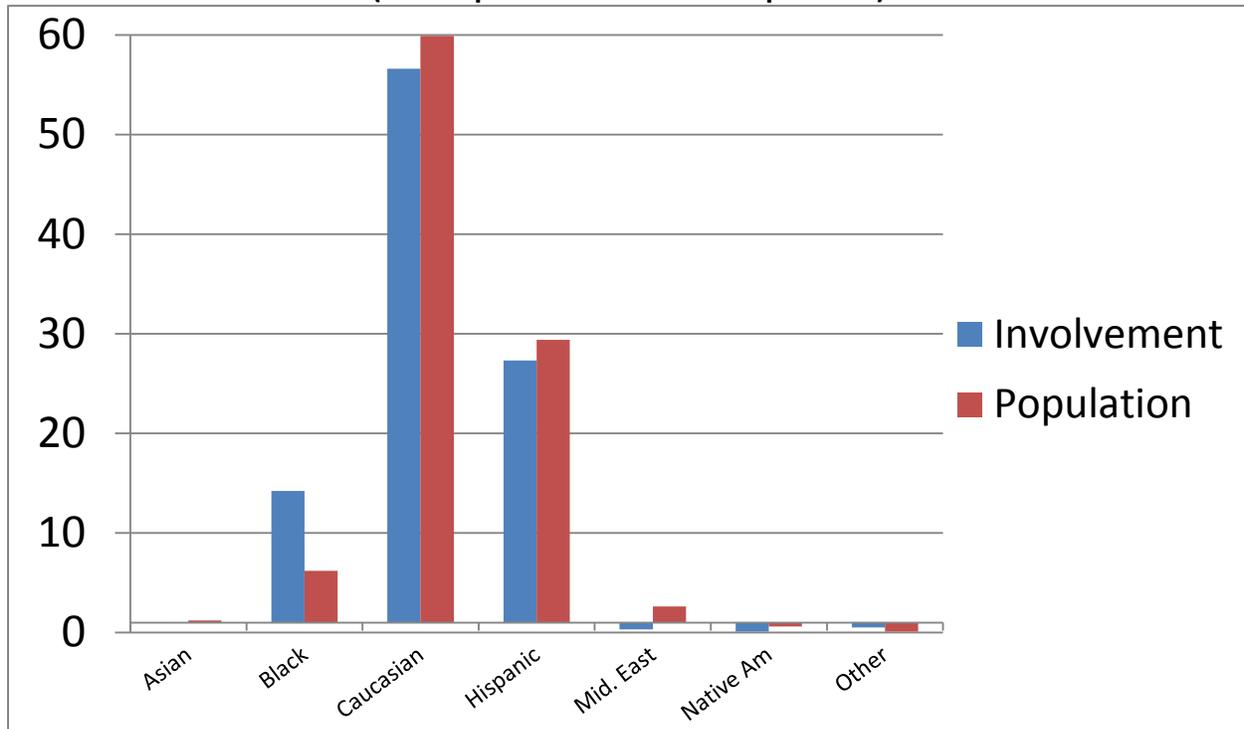
LPPD Arrests Compared with Overall Race Representation in Population



Race	LPPD Arrests	La Porte PD Percent Arrested by Race	La Porte Population Representation	Harris County Population Representation	Texas Population Representation
Asian	2	0.2%	1.2%	6.8%	4.3%
Black	173	16.1%	6.2%	19.5%	12.4%
Caucasian	659	61.5%	59.9%	29.2%	42.0%
Hispanic	235	21.9%	29.4%	41.6%	38.4%
Mid. East	2	0.2%	2.6%	1.7%	1.8%
Native Am	0	0.0%	0.6%	1.1%	1.0%
Other	1	0.1%	0.1%	0.1%	0.1%
Total	1,072	100%	100%	100%	100%

Overall involvement by Race for LPPD Contacts and Arrests

(In Comparison to La Porte Population)



Race	% of Race Involvement	% of Race in La Porte Population
Asian	1.0%	1.2%
Black	14.2%	6.2%
Caucasian	56.6%	59.9%
Hispanic	27.3%	29.4%
Mid. East	0.3%	2.6%
Native Am	0.1%	0.6%
Other	0.5%	0.1%
Total	100%	100%

The above statistics seem to indicate that Black drivers were contacted and arrested incident to traffic violations at a rate higher than the percentage of their respective residency within the City of La Porte. Easy determinations regarding whether or not La Porte officers have “racially profiled” a given motorist are, however, impossible given the fact that the included census data represents U.S. Census population figure estimates according to Demographic Profile Data of General Population and Housing Characteristics representing all age groups, yet does not take into account a specific combination of age and race regarding the percentage of the drivers who were actually stopped. Additionally, while population figure estimates are represented, updates of the projected demographic statistics for 2014 are not yet available.

It is also important to note that these variations appear less significant when taking into consideration regional demographic statistics, which show a much higher ratio of minority residents. In other words, variations in La Porte traffic contacts are likely impacted by representative minority drivers traveling within or through the City from other areas of the county/state/country, which are more highly represented by minority populations. This

would account for larger percentages of non-resident traffic offenders, making comparisons relating strictly to La Porte area populations difficult.

Further interpretation problems exist in regard to the police officers themselves who are currently forced to make subjective determinations regarding an individual's race based on his or her personal observations because the Texas Department of Public Safety does not provide an objectively based determination of an individual's race/ethnicity on the Texas driver's license. The absence of any verifiable race/ethnicity data on the driver's license is especially troubling given the possibility of citizens who are of mixed racial decent. As such, the validity of any racial/ethnic disparities discovered in the aggregate level data becomes threatened in direct proportion to the number of subjective "guesses" officers are forced to make when trying to determine an individual's racial/ethnic background. Still, the La Porte Police Department is committed to providing public safety without bias of any type and will continue to closely track, monitor, and regulate employee activities in order to ensure that biased-based policing does not occur.

Note: Enforcement statistics relating to Asian, Caucasian, Hispanic, Middle Eastern, and Native American drivers either closely mirror or are below population ratios within the City of La Porte.

In summary, the foregoing analysis shows that the La Porte Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training, and the collection of data in compliance with the law. Additionally, a review of internal administrative records indicated that during 2014 the department received no complaints that could be categorized as involving some type of racial profiling. As a result of this analysis, and the listed statistics, it is my belief that the officers of the La Porte Police Department are operating appropriately and without bias relating to individual violator race, ethnicity, or national origin.

Respectfully Submitted,

Kenith R. Adcox
Chief of Police

Appendix A

**LA PORTE POLICE DEPARTMENT
GENERAL ORDERS**

SUBJECT: Bias Based/Racial Profiling Prohibited
GENERAL ORDER 2.400
DATE: 101513
REFERENCE: GO 4.008 Mobile Video (In Car) Recording Equipment
SPECIAL INSTRUCTIONS:
DISTRIBUTION: Sworn Personnel
NO. PAGES: 6

SECTION 1 PURPOSE

To comply with the Texas Code of Criminal Procedure Article 2.132

To reaffirm this Department's commitment to unbiased policing in all its encounters between an officer and any person.

To reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion.

To protect our officers from unwarranted accusations of misconduct when they act within the dictate of departmental policy and the law.

SECTION 2 POLICY

It is the policy of this Department to police in a proactive manner and to vigorously investigate suspected violations of law. Officers shall actively enforce municipal, state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin, or on the basis of other criteria (ex. racial or ethnic stereotypes, sexual orientation, etc.), rather than upon the individual's behavior, activity, or other lawful reasons for the law enforcement action. Officers are strictly prohibited from engaging in bias based/racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians.

Officers shall conduct themselves in a dignified and professional manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Bias based/racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from engaging in consensual contacts or offering assistance, such as initiating contact upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

SECTION 3 DEFINITIONS

A. Bias based/racial profiling – A law enforcement-initiated action based solely upon an individual’s race, ethnicity, national origin, sexual orientation, appearance, clothing/dress, or other elements rather than on the individual’s behavior or on information identifying the individual as having engaged in criminal activity.

Such profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts. The prohibition against bias based/racial profiling set forth by this policy does not preclude the use of such elements when used as legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Examples of profiling include but are not limited to the following.

- a. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver’s race, ethnicity or national origin.
- b. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
- c. Detaining an individual based upon bias based/racial profiling does not belong in a specific part of town or a specific place.
- d. A law enforcement agency can derive at two principles from the adoption of this definition of profiling:
- e. Police may not use stereotypes as factors in selecting whom to stop and search, though police may use race in conjunction with other known factors of the suspect.
- f. Law enforcement officers may not use racial, ethnic or other stereotypes as factors in selecting whom to stop and search. Bias based/racial profiling is not relevant as it pertains to witnesses, complainants or other citizen contacts.

B. Race or Ethnicity – Of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American.

C. Pedestrian Stop – An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

D. Traffic Stop – A peace officer that stops a motor vehicle, for an illegal violation of a law or ordinance regulating traffic.

E. Officer Initiated Stop/Activity – A peace officer stops or initiates an activity based solely on his own observations and initiative, not related to a dispatched call for service.

SECTION 4 TRAINING

A. Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training requirements as mandated by law.

B. All officers shall complete TCLEOSE training and education programs on racial profiling as prescribed by TCLEOSE as part of their continuing education. Officers will additionally attend other in-service training that is related to the core issue of racial profiling. The Support Services Sergeant will maintain training records of those courses and recommend further training as it may be developed.

SECTION 5 COMPLAINT INVESTIGATION

A. The Department shall accept complaints from any person who alleges he or she has been stopped or searched based on racial, ethnic, national origin or other bias based/racial profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.

B. Any Officer who receives an allegation of bias based/racial profiling, to include the Officer making the initial stop, shall direct the individual on how to contact the shift supervisor who will initiate the complaint process.

C. The complaint will be investigated in a timely manner.

D. If the bias based/racial profiling complaint is sustained, it may result in appropriate corrective and/or disciplinary action, up to and including indefinite suspension based on the nature of the sustained allegation.

SECTION 6 PUBLIC EDUCATION

The Department will inform the public of its policy against bias based/racial profiling and the citizen complaint process. Methods that may be utilized to inform the public include but are not limited to local newspapers, La Porte's Public Access Television Channel, brochures, presentations to Citizens Police Academy, Alumni, Civic Associations, Chamber of Commerce, and the City's Website. Additionally, information will be made available as appropriate in English and Spanish.

SECTION 7 CITATION DATA COLLECTION AND REPORTING

A. An officer is required to collect information relating to traffic stops in which a citation is issued. On the citation or designated form officers must include:

1. The violator's race or ethnicity;
2. Whether a search was conducted;
3. Was the search consensual, and
4. Was the violator arrested for this cited violation or any other violation.

B. By March 1st of each year, the Department shall submit a report to the City Manager and City Council that includes the information gathered by the citations during the preceding year. The report will include:

- a. A breakdown of citations by race and ethnicity;
- b. Number of citations that resulted in a search;
- c. Number of searches that were consensual, and
- d. Number of citations that resulted in custodial arrest for this cited violation or any other violation

SECTION 8 OFFICERS UTILIZING VIDEO AND AUDIO EQUIPMENT

A. Any time an Officer of the Department makes a traffic or pedestrian stop, which is capable of being recorded with audio-video equipment or with audio recording equipment (electronic recordings), the stop shall be so recorded. If an officer makes any electronic recordings of a traffic or pedestrian stop, which results in the issuance of a citation or an arrest, the Officer shall:

1. Insure that the required information in Section 7A is properly entered on the citation.
2. Complete the Pedestrian / Traffic Stop Record as required in Section 9, if appropriate.

B. The Department shall retain all electronic recordings of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the Department alleging an Officer has engaged in bias based/racial profiling, then the Department shall retain any electronic recordings as evidence of the stop until the final disposition of the complaint.

C. Shift Supervisors shall ensure that Officers of this Department are making electronic recordings of their traffic and pedestrian stops.

D. If the Police vehicle is not fitted with equipment to make any electronic recordings of traffic or pedestrian stops, or the equipment is malfunctioning or otherwise not operable at the time of the stop, then the officer shall make a written record of the stop as required by Section 9 of this policy.

SECTION 9 OFFICERS MAKING PEDESTRIAN AND TRAFFIC STOPS WITHOUT VIDEO / AUDIO EQUIPMENT

A. If an Officer stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or stops a pedestrian for any suspected offense, but fails to make or is incapable of making any electronic recordings of the stop, then the Officer shall record and report the following information on the form designated as the Pedestrian / Traffic Stop Record. This form shall minimally require:

1. The activity number for the stop.
2. The date of the stop.
3. An indication whether the stop was Call Initiated or Officer Initiated.
4. An indication whether the person stopped is a resident or non-resident.
5. A physical description of each person detained as a result of the traffic stop, including:
 - a. The person's gender;
 - b. The person's race or ethnicity, as stated by the person or as determined by the officer to the best of his/her ability;
6. The street address or approximate location of the stop.
7. The suspected offense or traffic law or ordinance alleged to have been violated.
8. Whether the Officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search.
9. Whether probable cause to search existed and, if so, the fact(s) supporting the existence of that probable cause.
10. Whether any contraband was discovered in the course of the search and, if so, the type of contraband discovered.
11. Whether the Officer made an arrest as a result of the stop and/or search, and, if so, a statement of the offense charged.
12. Whether the Officer issued a warning or a citation as a result of the stop and if so, a statement of the offense charged.
13. The Officer's Employee Number.

B. This Department shall compile and analyze the information contained in these individual reports. Not later than March 1st of each year, this Department shall submit a report to the City Manager and

City Council containing the information compiled from the preceding year in a manner they approve. This report shall include:

1. A comparative analysis of the information contained in the individual reports in order to:
 - a. Determine the prevalence of bias based/racial profiling by officers in this Department; and
 - b. Examine the disposition of traffic and pedestrian stops made by this Department's Officers, including searches resulting from stops.
2. This report will not include identifying information about an Officer who makes a stop or about an individual who is stopped or arrested by an Officer.

SECTION 10 SUPERVISORY REVIEWS

- A.** Recordings are to be randomly reviewed to assist in periodic assessment of officer performance, determine whether the recording equipment is being fully and properly used, and to identify material that may be appropriate for training. Supervisors assigned to the Patrol and Traffic Division shall conduct a minimum of two random reviews of recordings involving various officers under their supervision every two weeks. The reviews shall be documented in the OSSI MOB V system, noting the name of the reviewing supervisor, the date and time reviewed, and the unit number reviewed. Findings/dispositions of the review, and supervisor's recommendations for actions if appropriate (commendations, corrective actions, etc) shall also be noted in the system.
- B.** The Assistant Chief of the Patrol Bureau shall conduct an audit of the system the first part of each month and shall verify that all appropriate supervisors are in compliance with this general order, and ensure that the log is accurately completed. The Assistant Chief shall notify the Chief of Police no later than the 10th day of each month of his findings.

SECTION 11 LIABILITY

Under the Code of Criminal Procedure Article 2.136 Liability, a Peace Officer is not liable for damage arising from an act relating to the collecting or reporting of information as required under Article 2.133 and Article 2.134.

SECTION 12 EXEMPTION

Under the Code of Criminal Procedure Article 2.135 there is a provision that agencies using video and audio equipment are not required to meet the requirements of Section 9 of this procedure.

Authority:

*Kenith R. Adcox
Chief of Police*

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 9, 2015 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. **Implementation Matrix-Immediate**
2. **Implementation Matrix-Short Term**
3. **Implementation Matrix-Long Term**
4. **Audit Report**

SUMMARY & RECOMMENDATIONS

At the February 25, 2013, meeting of City Council, the Planning Department Audit Report was presented along with a subsequent Implementation Matrix showing the priority and timeline for delivery of each line item in the order listed within the report. The Implementation Matrix listed the report items into three different priorities for initiating action: immediate, short-term, and long-term. City Council directed staff to report progress quarterly, and this item represents the sixth quarterly report.

Planning staff first addressed the immediate and then short term matrix for the first five reporting periods, and has been meeting bi-weekly to ensure the project is on schedule. But because implementation activity has now been accomplished within all three categories, those three matrices are attached to this report. Each Implementation Matrix graphically shows the degree of completion of each line item by a color coded Gantt chart with comments if applicable to that line item. **During this reporting period, 5 additional items have been completed and progress was made on 4 more. Overall, all 31 items to be commenced in the immediate-priority list are now complete, and all 32 items in the short-term priority list are now complete. In the long term priority list, 10 of the 17 are now complete.**

The attached Audit Report consists of the originally approved narrative document that now also contains sixth quarter activity highlighted, with written entry below each applicable recommendation describing what action was achieved for that recommendation. (Those reported in the first five quarters are no longer highlighted, but are in bold italics print).

The department continues to receive positive feedback regarding the Predevelopment and Applicant Consultation (PAC) meetings. More data has been, and will be linked to the City's electronic systems and internet based information for ease of access.

Action Required of Council:

Receive report.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Planning Audit Recommendations 2013
Short Term Recommendations

RECOMMENDATION TYPES AND RECOMMENDATIONS	REPORT PAGE	DURATION	START	COMMENTS	7/13	8/13	9/13	10/13	11/13	12/13	1/14	2/14	3/14	4/14	5/14	6/14
PROCESS RECOMMENDATIONS:																
COMMUNICATION																
2) Host periodic forums for development dialogue	5	Ongoing	Jul-13	Complete												
3) Create centralized database of previous code interpretations	5	6 mo.	Jul-13	Complete												
9) <i>Revise P & Z public hearing agenda format</i>	7	3 mo.	Jul-13	Complete												
CUMBERSOME PROCESS																
2) Modify driveway permit to include culvert sizing	8	3 mo	Jul-13	Complete												
5) Publish plan review time goals for common permits	9	1 mo.	Jul-13	Complete												
6) Establish priority processing of permits rather than chronological	9	3 mo.	Jul-13	Complete												
7) Establish simplified fence permit process	9	3 mo.	Jul-13	Complete												
8) Purge paper files after issuance of C of O	9	6 mo.	Jul-13	Complete												
SITE PLANS																
15) Develop a screening questionnaire to help applicants better prepare	13	3 mo.	Jul-13	Complete												
17) Re-evaluate the site plan application form for necessity of all information	13	3 mo.	Jul-13	Complete												
PERMIT INTAKE/ISSUANCE																
5) Eliminate redundant paper logs when electronic systems capture data	14	6 mo.	Jul-13	Complete												
6) Inspection Technicians should receive/log planning-related applications	15	3 mo.	Jul-13	Complete												
8) Cross train Inpection Technicians and ensure the same job description	15	6 mo.	Jul-13	Complete												
CODE ENFORCEMENT																
1) Create system for Inspectors to electronically transfer comments into Naviline	16	3 mo.	Jul-13	Complete												
3) Conduct quarterly forums with citizen groups and HOAs	16	Ongoing	Jul-13	Completed map of highest concentration of CE issues, commencing neighborhood meetings												
INSPECTIONS																
2) Involve inspector in commercial plan review process	17	6 mo.	Jul-13	Complete												
3) Allow trade permits to be finalized prior to building CO	17	6 mo.	Jul-13	Complete												
4) Create system for Inspectors to electronically transfer comments into Naviline	17	3 mo.	Jul-13	Complete												
5) Create an on-line inspection request system	17	6 mo.	Jul-13	Complete												
MISC.																
1) Re-evaluate the need for extended hours in Inspections	18	2 wk.	Jul-13	Complete												
6) Program Naviline to automatically print work orders for water and sewer taps	19	6 mo.	Jul-13	Complete												
7a) Review all job descriptions within department	19	2 mo.	Jul-13	Complete												
ORGANIZATIONAL/CULTURE RECOMMENDATIONS:																
MISSION/GOALS																
1) <i>Build consensus regarding desired customer service philosophy for department</i>	20	3 mo.	Jul-13	Complete												
2) <i>Develop updated mission statement for Planning Department</i>	21	2 mo.	Jul-13	Complete												
3) <i>Encourage a culture of problem solving over minor technical compliance</i>	22	3 mo.	Jul-13	Complete												
4) <i>Establish culture of mutual respect for CC, P&Z, staff and customers</i>	23	3 mo.	Jul-13	Ongoing direction sought												
5) <i>Support staff when using agreed upon common sense parameters</i>	23	2 mo.	Jul-13	Ongoing direction sought												
DEPARTMENT COHESIVENESS																
1) <i>Consider changing name of Planning Department to better reflect the mission</i>	24	3 mo.	Jul-13	Complete												
2) Establish staff member to shepherd applications through all phases	24	3 mo.	Jul-13	Complete												
4) Resolve customer issues prior to review and comment meetings with them	25	1 mo.	Jul-13	Complete												
TRUST																
1) Establish culture of trust and open communication amongst staff	26	3 mo.	Jul-13	Complete												
2) <i>Establish culture of trust and open communication amongst staff and Council</i>	26	3 mo.	Jul-13	Ongoing direction sought												
Those listed in red indicate need for City Council policy guidance																

Planning Audit Recommendations 2013
Long Term Recommendations

RECOMMENDATION TYPES AND RECOMMENDATIONS	REPORT PAGE	Duration	Start	Comments	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14	1/15	2/15	3/15
PROCESS RECOMMENDATIONS:																
COMMUNICATION																
6) Provide on-line status updates for client submittals	6	1 yr.	Apr-14	Click to Gov complete for Permits. CE and Planning next												
CUMBERSOME PROCESS																
3) Complete water and sewer GIS layers and make available to public	8	1 yr.	Apr-14	Complete, Additional utility attribute collection continues												
4) Reconfigure monthly reports to align with capabilities of Naviline	9	3 mo.	Apr-14	Complete												
9) Establish consistent philosophy to simplify PUDs	10	6 mo.	Apr-14	Complete												
PERMIT INTAKE/ISSUANCE																
1) Investigate electronic applications and electronic payment means	14	6 mo.	Apr-14	Complete												
2) Allow contractors to open escrow account for repeated permit payment	14	6 mo.	Apr-14	Complete												
11) Adopt one consistent suite of building codes	16	1 yr.	Apr-14	Complete, resolved by City Council												
CODE ENFORCEMENT																
2) Display code enforcement cases on GIS layer, accessible by public	17	1 yr.	Apr-14	Real time CE status unavailable, snap shot available												
INSPECTIONS																
1) Assign inspectors by project rather than geographically	18	6 mo.	Apr-14	Complete												
6) Interface Naviline with website for customer viewing of inspection results	19	6 mo.	Apr-14	Complete												
MISC.																
2) Use GIS to attach utility reimbursement agreements to utility line database	19	6 mo.	Apr-14	Complete												
3) Streamline SAC procedures	19	6 mo.	Apr-14	GIS layer being prepared												
8) Shift GIS tasks, provide laserfiche licenses, make public additional GIS layers	20	1 yr.	Apr-14	In process, current phase complete												
ORGANIZATIONAL/CULTURE RECOMMENDATIONS:																
MISSION/GOALS																
6) Create P&Z bylaws and rules of procedure	25	1 yr.	Apr-14	To commence 1st Quarter 2015												
TRUST																
3) Reorganize report formats to communicate successes and problems vs statistics	28	3 mo.	Apr-14	Complete												
CODE RECOMMENDATIONS:																
DEVELOPMENT CODES																
1) Consider 10 identified amendments to Development Ordinance and processes	31	6 mo.	Apr-14	To commence 1st Quarter 2015												
OTHER CODES																
1) Consider 6 identified changes to codes and processes related to development	33	1 yr.	Apr-14	To commence 1st Quarter 2015												
Those listed in red indicate need for City Council policy guidance																

City of La Porte
Planning Department Organizational
Review

Final Report and Recommendations

Mueller Management/Ron Cox Consulting

February 6, 2013

City of La Porte
Planning Department Organizational Review
Final Report and Recommendations

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I. Introduction

On September 24, 2012, the City of La Porte engaged Mueller Management, in association with Ron Cox Consulting, to perform an organizational review of the Planning Department. The desire for organizational reviews in various departments of the City was identified by the City Council during the FY 2013 budget planning process. The Planning Department was chosen as the initial candidate for review due to its high frequency of customer/citizen interaction points. The results of these interactions can have a significant impact on the community's perception of the City government as a whole.

Specifically, the purpose of this review was directed toward evaluating departmental policies, procedures, practices, and codes to identify improvements that may add value, shorten response times, and improve customer service. In particular, the processes involved with site planning and permit issuance were identified as areas of emphasis.

The underlying strategy of the analysis by the consulting team was to identify "internal perceptions" and "external perceptions" as they relate to the identified issues/problems. The degree to which the perceptions of internal participants (employees) align or differ from external participants (City Council, Planning Commission, customers) was analyzed to identify gaps in desired-versus-provided service levels.

Internal perceptions were gathered from individual interviews with each member of the Planning Department and members of other City departments who are involved with the site plan and building permit processes. Further, the site plan review process and the permit intake and issuance processes were flowcharted to identify potential gaps or inefficiencies in those processes.

External perceptions were obtained by individual interviews with each member of the City Council and Planning and Zoning Commission. To further validate the perceptions communicated during those interviews, three separate focus groups were convened – one focused on code enforcement; one with contractors/designers; and one with business owners.

An interim report, summarizing the internal and external observations, organized under 10 major themes, was presented to City Council on December 10, 2012. Subsequent to the interim report presentation, the consulting team conducted the following activities:

- The interim report and several specific customer concerns that were expressed in the focus groups were reviewed with the Planning Department division managers. This review provided an opportunity for the staff to better understand and accept the reality of the issues at hand and begin to be part of the recommended solutions.
- Management recommendations were developed to address the organizational culture, communication, and trust themes that were identified in the interim report.
- The flow-charted processes were analyzed for efficiency and communication improvement opportunities.
- Organizational, process, and communication improvements were developed. Suggestions offered by the elected and appointed officials, customers and employees were incorporated.

- The zoning and development codes were evaluated for potential recommendations to improve their functionality and address concerns raised by the customer groups.

Implementation Recommendations:

Implementation of the recommendations will present many opportunities for organizational and leadership development within the department and with customers. An effective method of implementation is the use of task forces organized around a specific set of the recommendations. Membership in the task forces should primarily consist of employees within the department, but should also consist of representatives of the customer groups identified earlier. Each task force should be managed by a team leader appointed by the Director. Each team leader will be responsible for completing and reporting on the final implementation.

It is also important to reinforce the revised processes with underlying improvements in culture, trust, and cohesiveness. The process improvements will not be fully successful until the underlying organizational culture is redirected toward better cooperation internally and a customer focus externally. A variety of tools are available designed to enhance the organizational culture. A commitment by City Council and management toward this holistic approach will enhance the full implementation of the improved customer service attitude.

Acknowledgements:

The consulting team wishes to thank all members of the City Council, Planning Commission, City Manager's office, the Planning Department, and the customer focus group participants. We received great cooperation from each person we spoke with and encountered no obstacles in obtaining the information we requested. All participants were very candid in their comments and believed their negative and positive comments would be used in the spirit of improvement for the department. Many positive suggestions were put forth by the individuals and groups we worked with that were incorporated into these recommendations.

The consulting team appreciates this opportunity to be of service to the city of La Porte. It is our hope that these recommendations will add value to your customer's experiences and your staff's ability to effectively perform their jobs. This report concludes our engagement, however, we are available to provide additional assistance should you or the staff desire an additional engagement to assist with implementation.

II. Findings and Recommendations

The internal observations, external perceptions, and a preliminary assessment of the implications of these observations and perceptions were documented in the interim report. The topics presented in this report generally correspond to the themes that were covered in the interim report. A set of findings are presented for each topic along with a series of recommendations designed to address each finding. The topics are grouped into **process**, **organizational culture**, and **code-related** recommendations.

Process Recommendations

The following process-related recommendations are intended to respond to concerns expressed by customers and incorporate procedural improvement possibilities observed by the consulting team. These improvements are designed to improve communication and access to information; reduce the time required to obtain permits and improve the customer experience when interacting with the Department.

A. Communication

Findings

The variety of independent prerequisites before the issuance of a building permit provides multiple opportunities for ambiguity and difficulty in coordination. Currently, there is not a single person charged with coordinating all aspects of a project from initial application to final approval so it can be challenging for customers to know exactly which sub-applications apply for a particular project and the correct submittal sequence.

Staff acknowledged that multiple resubmittals do occur, but generally believe those cases are a result of poor plans being submitted or designers modifying unrelated items (on which the additional comments are based). There is a gap between the perceptions of the customers and the staff that needs to be resolved.

Recommendations

1. Pre-Development Meetings with customers:

- i. Establish routine days and times for pre-development meetings when staff will be available.
- ii. Establish which staff is required to attend the pre-development meetings, and hold those staff accountable for attendance. Establish a protocol and assign responsibility to the appropriate person for notifying the staff of their attendance requirement.
- iii. Publicize the availability and schedule of pre-development meetings on the web site and in the Planning Department lobby. Encourage staff to reinforce the preference for using the pre-development meeting format whenever possible in their interactions with the public.
- iv. Develop a pre-development meeting checklist that outlines all of the permits that may be necessary for a particular project, so that the applicant is made aware of the multiple steps that may be needed before they make their first submittal. Also, provide fee schedules associated with each of the applicable permits.
- v. Utilize the pre-development meeting to review the checklist and have staff available to elaborate and answer questions. Also, utilize this meeting to communicate lessons learned from similar projects, such as critical review items and long lead-time aspects of the permitting process, to assist the customer in planning their overall schedule.

Staff is creating a predevelopment applicant consultation packet, which includes a comprehensive checklist of all development processes. The checklist also contains website links to further explain each process.

2. **Host periodic forums for the development/contractor/business community to open and maintain an opportunity for dialogue.** These forums can be utilized to communicate such topics as new codes, frequently encountered problems, and to receive feedback and suggestions from developers and contractors. The goal is to establish and maintain open lines of communication between the department and customers to reduce the perception that involving management or council is required in order to achieve solutions. Establishing open rapport will facilitate a collaborative problem-solving environment between staff and customers.
 - i. Initially a quarterly schedule is recommended; re-evaluate frequency after the first year.
 - ii. Depending on the interest of participants, the city may want to break the forums into more focused topic sub-groups (for example, separate planning, engineering, and inspections forums).

The first quarterly meeting, which was held in January, addressed GIS Resources and Open Meetings. The second quarterly meeting was held June 12th and focused on the Predevelopment & Applicant Consultation (PAC) meetings and development flow processes. Staff will seek topics of interest from the development community for discussion during future forums.

3. **Establish a centralized database of previous code interpretations accessible to the staff and public; or display in a FAQ format.**

The ICC Code and Commentary books used for interpreting building and residential code are available for public viewing. Previous code interpretations that have been adopted by policy are also available for public viewing.

4. **Ensure that the need for address verification and utility verification is communicated consistently; document the need on related forms and communicate early in the application process.**

The need for property identification (HCAD Number) and address, if existing, has been noted on our existing forms, the newly created predevelopment checklist, and is being communicated verbally during initial meetings with applicants.

The utility verification process has been replaced by the publication of GIS utility layers on the City's website. Utility verifications will be performed by Public Works on a case-by-case basis only when utility verification is in question. If a utility extension is necessary, applicant will be advised of the utility extension processes.

The culvert request process has been replaced by the internal permit review process, wherein staff will determine culvert size for any driveway construction or culvert installation. Local driveway permits will be issued regardless of jurisdictional status; the most onerous regulation will govern.

5. **Ensure that all permit application forms and related information (that was provided to the consultants in the binder) are available on the website.** At a minimum, provide printable PDF files, but preferably as live forms that can be completed and submitted electronically.

Many forms are currently available to the public on the website. These forms, as well as additional forms, will be updated and converted to fillable .pdf forms as the audit is implemented.

6. **To the greatest extent possible with the current computer system, make information available on-line so that applicants can obtain status updates as easily as possible.** Where the computer system falls short, establish an information base that will track status of projects and provide contact information to the customer for obtaining that information. The objective is to develop a system within the constraints of the current computer software system, to provide substantive information to the customer on a timely basis.

Status of building permit activity is complete and available through Click2Gov. Work is underway to implement Click2Gov for Code Enforcement and Business Licenses, with Planning/Engineering to roll-out with the implementation of One Solution.

7. **Post the office hours by the outside door.** City hall hours are posted, which may cause customers to think the office is closed when it is actually open.

Division hours of operation were immediately posted on a temporary sign on the exterior doors to the Inspection Division. The temporary sign has since been replaced with permanent signage. Additionally, directional signage for Inspections/Permitting has been placed at the main entrance to City Hall.

8. **Departmental staff should proactively notify the city management of customer interactions that may be reasonably expected to evolve into more difficult public relations situations.**

Staff continues to utilize the chain of command to notify city management of potential public relations situations.

9. **Revise the Planning & Zoning Commission public hearing agenda format.** The following agenda sequence is proposed:
 - i. Staff Presentation
 - ii. Applicant Presentation
 - iii. Public Comments (for, against, or simply questions)
 - iv. Question and Answer

The current public hearing agenda format encourages the Commission to ask questions before all of the information has been presented and also puts the staff in the position of answering questions better

answered by the applicant. The Commission should allow all information to be presented in items i-iii before asking questions under item iv. Any questions posed by the public during item iii should be noted by the Commission and then asked by the Commission during the question and answer period. During the question and answer period, questions should be directed by the Commission to either the staff or applicant, depending on who is in the better position to answer the particular question.

Revising the public hearing agenda format was placed on the Planning and Zoning Commission agenda for discussion. The Commission agreed staff should utilize the public hearing agenda format proposed by the consultant when preparing future meeting agendas.

B. Cumbersome Processes

Findings

The cumbersome nature of the NaviLine software system appears to contribute to some of the sluggishness and inconsistencies that customers experience. Ironically, if customers find the processes too difficult to navigate and work without permits, this also increases the workload of the code enforcement division.

Recommendations

1. **Track certain permits outside of the NaviLine system to eliminate excess data entry that does not add value** – for example: fill dirt, utility verification, culvert, address assignment, site plan review.
 - i. A separate logging and tracking system (database or spreadsheet) needs to be developed and made available on the server so all staff members have access to update information and check status' as needed.

Planning staff will continue to utilize Naviline to enter data for all identified processes. Necessary staff training has been scheduled to ensure the ability to use the system as intended.

2. **The driveway permit process should be modified so that culvert sizing is handled as part of driveway permit process rather than as a separate application.** When a driveway permit (issued by the Inspections Division) requires a culvert, a separate culvert permit (issued by the Engineering Division) is also required. The culvert permit primarily consists of specifying the correct diameter for the culvert pipe. If the culvert is for a non-driveway application, the culvert application would still be a separate application.

The driveway permit process has been modified so that culvert sizing is handled as part of the building permit or driveway permit, if applicable. Additionally, an internal staff review step has been added to the building permit review process in Naviline.

3. **Complete the water and sewer GIS layer and make available to the public.** The internal utility verification process can be eliminated completely by allowing the public, land owners, and engineers to access the data directly. However, in the interim, within the current utility verification process:
 - i. Ensure that the drawing of the existing utilities is provided to the applicant as part of the response to the applicant.
 - ii. If NaviLine is continued to be used to track utility verification requests, save a PDF of the utility drawing as an attachment to the NaviLine file so that all data related to the request can be obtained in one location.

Mapping of the City's water distribution and sanitary sewer collection systems is complete. Efforts are currently underway to collect and assign elevation data to our sanitary sewer and storm sewer system features. Above and beyond the recommendations completed in this report, additional utility attribute collection will continue on an ongoing basis for pipe material, elevation, age, maintenance and replacement schedules, etc.

4. **Until NaviLine is able to produce the information needed for the monthly reports, the reports should be reconfigured to eliminate the time and effort needed to track information manually.** Currently, some data for the monthly and quarterly reports is tracked manually because it is not accessible from NaviLine.

The Department has considered dispensing of manual collection of information that may no longer have administrative value.

5. **Establish and publish plan review time goals for the most commonly issued permits.** This information will provide the customer with a reasonable expectation and establish accountability for the staff.

There has been an unwritten policy that dictates building plan review turn-around time goals. These review time goals have now been incorporated into a written department policy by which the public can reasonably expect response.

6. **Allow simple plan sets to be reviewed quickly while more complex plan sets are being reviewed in the background.** To expedite simpler plan sets, establish and use a priority process rather than a chronological (first come-first served) policy.

Permits that require a shorter plan review time, such as fence, roof, fill dirt, portable sign, demolition, etc. continue to be fast-tracked. Additionally, staff continues to issue over-the-counter permits for plumbing, electrical and mechanical work.

7. **Establish a simplified fence permitting process.** The current system is both time consuming and expensive and is a source of consistent frustration and complaints. To expedite standard fence

replacements in the same location, do not require site plans or formal surveys. Utilize standard details as a condition of approval (setting posts, attachment of runners and pickets, etc.). If a fence is on a common property line, perhaps require consent from the neighbor to waive the site plan requirement. As a further relaxation, the site plan requirement for new fences could also be waived with location restrictions being issued as permit conditions.

The fence permitting process has been simplified by eliminating the requirement for a survey. In lieu of a survey, staff is allowing the customer to submit plan grade information. This has been adopted by departmental policy.

8. **Upon issuance of the certificate of occupancy, paper inspection files should be purged.** Maintaining the paper copies of plan review comments, permits, and inspection results takes considerable staff time. The content of these files is generally redundant to data that has been or should have been entered into the NaviLine permit file.

Plan review comments, permits, and inspection results are permanently maintained in Naviline. Paper records are retained and ultimately destroyed in accordance with the adopted retention schedule.

9. **Establish a consistent philosophy to utilize PUD's to simplify, rather than complicate, development applications.** Several people who were interviewed reported that the current implementation of PUD's actually makes approval of a project more difficult, rather than facilitating the unique situations they are intended to benefit. Consistent with the organizational culture initiatives previously discussed, an attitude of using PUD's to facilitate development, rather than as a mechanism to add additional requirements, should be encouraged and enforced by management and City Council.

As part of the overall review of the zoning code, the Chapter 106 Zoning Review Subcommittee determined no changes to the PUD development process were warranted.

C. Site Plan Review Process

Findings

The site plan review process affects a wide variety of businesses and may be the first interaction an applicant has with the City. As currently structured and administered, the process causes confusion for many applicants and creates a poor first impression.

Recommendations

1. **Compile and agree upon staff review comments before meeting with the applicant.**

The site plan meeting has been incorporated into the predevelopment applicant consultation meeting to systematically include collection, compilation, and distribution of reviewers' comments prior to meeting with the applicant.

2. **Establish appropriate review protocol between the Planning and Fire Departments.** Evaluate need for fire marshal to be involved with site plan review; consider whether or not one Fire Department representative can handle all fire-related review comments. This will better define and possibly reduce the number of people involved in the review process.

A meeting was held to discuss review protocol between the Planning and Fire Departments. It was determined that representatives from both Fire Prevention and Fire Suppression Divisions must be in attendance at the predevelopment applicant consultation meetings.

3. **Develop and consistently use checklists for each reviewer.** The contents of each checklist should be unique to the items for which each reviewer is responsible and approved by the Planning Director. Periodically update the checklists as new or recurring issues arise. The checklists can be provided directly to the applicants in advance to better inform them of the requirements. Further the completed checklists can also be provided to the applicants to eliminate the time and effort required to compile all comments into one review letter.

The predevelopment applicant checklist will be provided to applicants during predevelopment meetings and will contain website links to department specific applications, processes and development criteria.

4. **Ensure all reviewers are submitting comments electronically in a consistent form** (Word document or NaviLine) using the checklists described above; also consider requiring reviewers to provide marked-up plan sets for return to the applicant.

All reviewers have been submitting comments electronically. Staff has implemented the Naviline response protocol as the standard of operation. Subsequent training was provided to reviewers on 4-30-13. Additionally, training on electronic mark-ups of redlines will be scheduled after acquisition of Adobe Pro for all reviewers.

5. **Ensure review deadlines for each application are communicated and enforced for all reviewers** (inside and outside of the Planning Department).

Five day review deadlines have been communicated via memo from the Planning Director to all reviewers and will be reiterated in a project memo with each Naviline application.

6. **Establish review turn-around time goals for re-submittals.**

The goal is to complete the review of resubmitted plans within three (3) business days, but not to exceed five (5) business days from the date of resubmittal. If the plan is not approved, written communication will be provided to the applicant outlining the deficiencies. Once the plan is approved, a signed copy of the plan will be returned to the applicant.

7. **Establish and enforce a policy that additional comments will not be added on resubmittals.** Exception: when the applicant has made changes to the plans subsequent to the prior submittal.

A policy has been created disallowing additional comments on resubmittals, except when the applicant has made changes to the plans subsequent to the prior submittal.

8. **Research the ability of NaviLine to assign a project number using an HCAD parcel number** (if NaviLine tracking of site plans is continued). Currently, site plan applications cannot be entered until an address is assigned. This sometimes results in a delay of processing while the address verification process is completed.

Naviline does not have the ability to substitute sequential project numbers for HCAD numbers. HCAD parcel number entry is standard operating procedure for applications.

9. **Ensure NaviLine is sending automatic notices of new site plan applications received to all reviewers** (if NaviLine tracking of site plans is continued).

Testing demonstrated that all site plan reviewers are receiving notices of site plan applications.

10. **Establish and post annually a schedule of deadline dates for submittals, return of comments, resubmittals, and the corresponding Planning and Zoning Commission meeting date on which action will be taken (if applicable).**

A schedule has been posted on the Planning Department webpage.

11. **Consolidated review comments that are sent to the applicant should be provided to all reviewers.** These consolidated comments will allow each reviewer to be aware of the full context of comments that were made.

All reviewers are receiving a copy of the comments letter sent to the applicant.

12. **Ensure NaviLine is placing a hold on release of building permits until site plan is approved.**

A hold on building permit issuance is being placed on all site plans entered in Naviline until such time an approved site plan is received.

13. Automate the generation of the final site plan approval letter sent to the applicant.

A step has been added in Naviline to ensure the site plan approval letter to the applicant is automatically being generated.

14. Replace the manual “building permits release” form currently being sent to the Inspections Division with the automated letter described above.

Incorporated into Step 13 above.

15. Develop a screening questionnaire to help applicants better prepare the application; this can be reviewed and provided at the pre-development meeting.

- i. Communicate to applicants the need for an address request to accompany or precede a site plan application.
- ii. Communicate to applicants that the proposed electric meter location is critical for determining a proper address.
- iii. Communicate to applicants the need for a utility verification request to accompany or precede a site plan application.

The predevelopment applicant consultation helps applicants better prepare by providing a comprehensive list of processes, which are discussed during the consultation or are otherwise provided in writing.

16. Make available to applicants a sample of a good site plan application to use as a reference in preparing their application.

A sample site plan has been prepared which shows the necessary information as ideally arranged.

17. Re-evaluate the site plan application form to ensure all requested information is necessary; remove unnecessary or unused information to make submittal simpler for the applicant.

The Major and Minor Development Site Plan applications have been re-evaluated and revised.

D. Permitting Intake/Issuance

Findings

Customers perceive difficulty in timely receipt of consistent plan review comments and issuance of permits. In some cases, customers also experience complications in obtaining access to status information. Reducing redundant internal procedures will free up staff time for more meaningful tasks and customer communications. Providing a

process to streamline the issuance of more routine permits to trade contractors would address several customer concerns.

Recommendations

1. **Investigate and implement the ability to allow permit applications to be completed and submitted electronically with payments made on-line, over-the-phone by credit card, or with an escrow fund.**

Permit applications and payments can be completed and submitted electronically.

2. **Allow contractors to open escrow accounts against which permit fees can be charged to eliminate the need for recurring checks and trips to city hall to pay for trade type permits.**

In addition to traditional payment methods, the City now accepts credit card payments online or over the phone, which negates the need for establishing individual escrow accounts.

3. **Ensure that building plan review turn-around time goals are established and enforced for all staff members involved with plan review.**

There has been an unwritten policy that dictates building plan review turn-around time goals. These review time goals have now been incorporated into a written department policy.

4. **Establish and enforce a policy that additional comments will not be added on resubmittals.** Exception: when the applicant has made changes to the plans subsequent to the prior submittal.

A policy has been created disallowing additional comments on resubmittals, except when the applicant has made changes to the plans subsequent to the prior submittal.

5. **Redundant paper logs should be eliminated with the data being retrieved from NaviLine when needed.** There are multiple paper logs used for tracking various permit applications and the status of those applications. Examples include: permits issued log (tracks applications during plan review), over the counter log (tracks resubmittals and other delivered documents), roof permits log, temporary and portable sign log, clearing/fill dirt/storm water quality log, new code enforcement case log, and a follow up code enforcement log. Periodically, the data on these logs are typed into a spreadsheet for archiving, but the original paper logs are also maintained. Additionally, there is a separate database maintained for water and sewer taps.

Most of the information entered on the logs is also entered into NaviLine as part of the process to set up the permit file in the system. If NaviLine is incapable of appropriately tracking the review steps, a separate database should be set up in place of the paper logs, so that the tracking information can be easily entered, updated, queried, and accessed from the network by all staff members. The database

should be set up to track the info needed for the various permit types, but only require the relevant data fields for the particular permit type. The database should also be made available to the public so that applicants can see the review status of their applications.

The following paper logs have been eliminated: roof permit log, temporary and portable sign log, and clearing/fill dirt/storm water quality log. All applicable data that was kept in these logs is being captured electronically in Naviline.

6. **The Inspections Services Technicians should log Planning Division-related applications, such as site plans and zone changes.** A consistent logging process as described above should be developed for all Planning Department applications to eliminate the differentiation between processes for each division.

Inspection Services Technicians are being trained to receive and log all applications for the Department.

7. **Ensure the fire marshal building plan review comments are coordinated with the Inspections Division comments and returned simultaneously with the Inspections comments.**

Comments provided by the Fire Marshal will be solicited by Inspection Reviewers and will be sent out by the goal date.

8. **Ensure all three front counter technicians have the same job descriptions and are adequately cross-trained;** each have areas of specialty, but workload should always be balanced.

All three front counter technicians have been cross-trained in the same job duties and workloads are balanced.

9. **Ensure all three front counter technicians have access to the same standard inspection notes files and all relevant NaviLine modules.**

All front counter technicians have access to Code Enforcement, Building Permits, Business Licenses, Planning & Engineering, and Land Management Naviline modules.

10. **Plan review for clearing permits conducted by a Parks Department representative and Engineering and Planning Divisions should be done simultaneously rather than serially.** A simultaneous review process will expedite the issuance of the permits.

Procedure for reviewing/approving clearing permits has been revised to exclude the address requirement, which has been the primary cause of delay.

11. **Adopt one consistent suite of building codes.** Currently, a mixture of the International and Uniform Building Codes are utilized for different trade specialties. From the customer’s perspective only one suite of codes should be adopted and utilized.

E. Code Enforcement

Findings

Some customers report difficulty in ascertaining the status of service requests. Inefficient internal processes affect the timeliness of data being available and add a redundant burden to the Inspection Services Technicians. From a broader perspective, there are differing opinions as to the preferred focus of code enforcement efforts – an even distribution, or a focus on hot spots or repeat offenders.

Recommendations

1. **Implement a method to allow the inspection notes/results to be transferred electronically to NaviLine.** Currently the notes are taken in the iPad, printed, and then input into NaviLine by the Inspection Services Technicians.

Hardware and software to allow inspection notes to be transferred from the field to Naviline has been included in the 2013-14 Budget.

2. **Develop the GIS so that the status of code enforcement cases can be displayed graphically and accessed directly by the public.** This will aid citizens in being able to quickly ascertain the status of a complaint they called in or to know the status of cases in their neighborhood. Additionally, the graphical representation will assist staff in identifying recurring problem trends as an aid to targeted enforcement.

Staff is currently in the process of implementing ArcGIS online, which is a cloud based software that allows users access to the status of code enforcement cases. A database of code enforcement cases of the past five years has been mapped for utilization by staff. Sungard has assured staff that this GIS data can be mapped and displayed with the implementation of One Solution.

Real time representation of current code enforcement case status is not possible to display graphically with our existing systems. Snap Shot status mapping will be produced and displayed monthly.

3. **Conduct quarterly forums with citizens and homeowners groups.** These forums can be utilized to identify “hot spots” in the community that may need special attention by code enforcement and provide a system for follow up.

Naviline Cognos is incapable of producing a report in a format compatible with GIS. Staff has manually developed a map depicting the highest concentration of code enforcement issue areas.

Staff has analyzed the map and determined the areas of town to commence quarterly meetings with the HOAs; anticipate kicking off HOA/neighborhood meetings by end of first quarter 2015.

F. Inspections

Findings

There are opportunities to improve the customers' experiences as they relate to interactivity and consistency. Many customer suggestions centered on interactivity improvements such topics as the ability to submit permit applications, request inspections, or view inspection results on-line. Customers also requested improvements to consistency in the interpretations made by different inspectors. Internally, there are several paper-based tracking processes that are redundant to electronic processes.

Recommendations

1. **Assign inspectors by project rather than geographically.** This system will allow the customer to have a consistent representative throughout the construction process; other inspectors are still available to cover vacations or for consultation when needed.

Inspectors are assigned by project rather than exclusively by location.

2. **Provide an opportunity for the assigned inspector to be involved with the commercial plan review before final approval.** This system will reduce the occurrence of the field inspectors enforcing codes differently than the plan reviewer.

All Inspectors have been given the opportunity to participate in the commercial plan review process.

3. **Allow trade permits to be finalized as the work is completed prior to the final building certificate of occupancy.** Several customers commented that the current process does not allow them to receive trade finals until the final certificate of occupancy for the building is approved. This practice causes delays in subcontractors being able to close out their contracts and receive final payment.

Trade permit inspections are being allowed prior to final building certificate of occupancy, upon request.

4. **The inspectors should use their iPads to document field inspection notes and results for direct transfer to the NaviLine system.** The current process requires the inspectors to hand-write notes and inspection results in the field. The results are then entered by the Inspection Services Technicians into the NaviLine system. To complete this change, a method to electronically link the iPad with NaviLine needs to be

identified. This change would free up office staff time and allow inspection results to be posted much more quickly, while not adding additional work for the inspectors.

Hardware and software to allow inspection notes to be transferred from the field to Naviline has been included in the 2013-14 Budget.

5. **Implement an on-line inspection request system that could interface directly with Naviline to save considerable staff time.** The process of pulling inspection requests from the answering machine, transcribing the information onto “white tickets”, and entering data into Naviline is time-consuming. The current process of attaching the white ticket to the inspection folder and then re-stapling it into the ticket book is redundant and should be eliminated as all of the needed information should be transferred to the Naviline file.

Customers have the ability to request inspections by either leaving a message on a designated phone line or by submitting requests online. Inspection requests received by phone are now systematically being entered into Naviline by Inspection staff, eliminating the written “white ticket” book.

6. **Interface the Naviline system with the website so that inspection results can be viewed on-line by the contractor or owner.**

Inspection results may now be viewed online.

G. Miscellaneous

Findings

During the course of the review, the consulting team noted several other observations, which are addressed in the following recommendations.

Recommendations

1. **Re-evaluate the need for extended office hours; shift technicians to a standard 8-5 shift with a rotation for one technician to arrive early to pull morning inspection requests.**

Evaluation and customer polling indicates extended hours are desired by the public.

2. **Executed utility reimbursement agreements should be added as an attachment to the relevant water and/or sewer line database file in GIS.** This will facilitate tracking, help to ensure proper payments are required of new development, and identify when the full cost has been reimbursed to the initial developer.

Utility Extension Agreement related data will be included in utility attributes layer accessible online through GIS. GIS Technician will create attributes for water and sewer that will identify utilities constructed under active utility extension agreements.

Utility mains constructed under a Utility Extension Agreement have been identified and selected from Public Works' water and sewer geodatabase in order to create a specific layer that will provide staff the necessary tool to track reimbursements to "Owners" associated with these agreements. Although the layer will not be published externally, it will be maintained and utilized for internal reference and tracking purposes.

3. **Establish streamlined street and alley abandonment procedures available under state law;** establish a prioritized schedule for systematically abandoning unused rights-of-way, rather than inefficiently responding to ad hoc requests.

State law allows for ad-hoc abandonment requests; therefore the City must continue to respond to those requests. Staff will review the need for unused rights-of-way in the context of the Comprehensive Plan goals.

Staff has identified publicly-dedicated rights-of-way that are subject to the future comprehensive planning considerations thereby providing staff with a GIS-based layer to identify specific public rights-of-way required for future city planning purposes.

4. **The duties formerly assigned to eliminated Planning Division personnel should be assigned to specific employees to ensure clear lines of accountability.** With the recent reduction of Planning Division personnel, duties of prior employees have been split between the planner and the office coordinator, but specific responsibility for tasks varies on case by case basis.

Staff responsibility for duties has been discussed and reassignment has occurred.

5. **Zoning notification letters and mailing labels should be generated from the notification list by a mail merge function rather than manually.**

Mail merge will be used on future zoning notifications as well as other notifications.

6. **The Naviline system should be programmed to automatically print water and sewer tap work orders to avoid the delays and manual steps inherent in the current method.** Currently, when a work order request for a new water or sewer tap is generated by an Inspections Services Technician, the utility superintendent does not receive an automatic notification. The superintendent has to periodically check the system to see if there are new work order requests. Additionally, the superintendent has to perform several administrative steps in order for Naviline to print the work order.

Naviline has been configured to automatically notify the Utility Superintendent that a work order request for a water or sewer tap is pending.

7. **The Survey Party Chief job description should be updated.** The job description does not match the current duties of the position.

Job Description has been rewritten to adequately address job functions.

- a. ***All Department job descriptions have been reviewed.***

8. GIS Division:

- i. The non-GIS tasks assigned to the GIS Manager should be shifted to other staff members so that the GIS manager can appropriately focus on development of the GIS and management of GIS-related personnel. If the efficiency and automation recommendations related to the Inspections Services Technicians are implemented, those individuals should be freed up to assist with more productive work.
- ii. Provide additional GIS and Laserfiche licenses and training to relevant Inspections Division staff members to allow staff to obtain information more directly without having to involve the GIS Manager.
- iii. Properly fund and execute the GIS development program to facilitate data availability for customers. A more functional GIS will improve the public's ability to get the information they need to prepare better plan submittals, and will free up staff time currently occupied with manually obtaining that data for customers.

i. While certain tasks have been shifted from GIS, the Department is still evaluating future priorities and resources of the GIS program, which may allow for further shifting of non-GIS duties.

ii. GIS is now available online for all department/city staff. Additional Laserfiche licenses have been provided to Department staff and we will continue to monitor the need for additional licenses and training as necessary.

iii. In addition to multiple GIS layers created over the past several years, work is underway to implement new GIS tools for vertically mapping sanitary and storm sewer features as well as documentation of Utility Extension Agreements. New applications currently underway will provide Code Enforcement officers the ability to document case status from the field. Efforts are also underway to implement tools allowing for the geographical mapping of all addresses within the City with the support of the City's GIS consultant.

(iii) (replacing) - ...work is ongoing to implement new GIS tools for vertical mapping of sanitary and storm sewer features as well as tracking of utility mains constructed under a Utility Extension Agreement with the City. Creation of subdivision boundary and

easement layers is also underway for future publication to the City's GIS website. New GIS software applications will provide Code Enforcement officers the ability to document case status from the field. Efforts are also underway to implement tools allowing for the geographical mapping of all addresses within the City with the support of the City's GIS consultant.

Organizational Culture Recommendations

This engagement has identified many process issues within the Planning Department. It is believed that making the changes that have been identified in the first part of this report will bring immediate results. It is also believed that to ensure a more complete and more meaningful change in the organization, more than just process should be addressed. In the research many gaps in the Departments' organizational culture were identified. These findings and recommendations are addressed below. It is also believed there is a need to better align the organizational culture of the Planning Department with the philosophy of the City Council. Working together the Department and the Council can place the City on a better tract toward the same goals and ensure success both with these organizational and process changes, but the success of the City.

H. Mission & Goals

Findings

There is an opportunity to enhance the department employee's understanding and buy-in for the mission and goals of the City and Council and management for the department. Developing improved processes and procedures will not have full effect unless the organizational culture of the department is addressed and aligned with the City's overall goals.

Recommendations

- 1. Discern a consensus between City Council and management regarding the desired customer service philosophy for the Planning Department.**
 - i. The City Council and staff should work together to discuss and develop the economic development philosophy of the City. The result of this discussion should provide staff with better guidance on what development projects are/are not acceptable in the community. This gives better guidance to staff when approached for zoning changes and other development considerations.
 - ii. The City Manager, Planning Director, and City Council should discuss and establish an understanding regarding the degree to which City Council desires staff to interpret codes in favor of customer perspectives and expediting projects. This discussion should give definition to providing "common sense" answers to customers without being too technical, or too liberal with their interpretations. The result of this discussion should encourage staff to make better judgment calls with the security to know they will be supported by the City Council.

- iii. City Council should establish for themselves guidelines for appropriate Council responses to citizen complaints/concerns.
- iv. The City Manager and City Council should discuss and agree upon the appropriate channel and method for communicating complaints/concerns including whether or not City Council should coordinate through the City Manager or directly with department employees. These protocols should reduce the feeling by staff they are in a constant state of defense, avoiding the “gotcha” syndrome some feel is present.
- v. The City Manager, Planning Director and City Council should discuss and come to an understanding regarding the preparation, presentation and process of amendments to the various codes and ordinances (staff has been told by previous councils it is not their job to bring proposed amendments). This should assist the staff in knowing when and how to present needed amendments to meet changes in state law, changes in process and changes in local environment to enhance customer service.
- vi. Staff should develop meaningful communication opportunities regarding the successes and challenges within the department to enhance City Council’s trust that staff is timely and sensibly responding to City Council and customer inquiries.

Department welcomes the opportunity to achieve consensus with City Council regarding the desired customer service philosophy as it relates to:

- ***economic development***
- ***code interpretation***
- ***guidelines for City Council response to complaints***
- ***appropriate channels for communicating***
- ***methodology for presenting amendments to various codes and ordinances***

2. **Develop an updated mission statement, guiding principles, and goals for the Planning Department and each Division.**

Department has updated its mission statement, guiding principles and primary objectives.

Mission Statement:

The Planning Department will use a comprehensive, community-based approach to short and long-term planning to facilitate development within the City of La Porte.

The department’s primary focus is to achieve high-quality infrastructure, a wide range of housing, robust economic development opportunities, and an excellent social service delivery system.

Guiding Principles:

We will perform our duties promptly, with superior quality, innovation and fairness. Our community-based planning approach will allow our employees to provide technical assistance and direct quality of life improvements based upon identified community needs, thus delivering public services in a timely and proficient manner.

Primary Objectives:

- 1. To preserve, protect and enhance the quality of life of the City.***
 - 2. To preserve, protect and enhance the natural environment of the City.***
 - 3. To provide safe, efficient and cost-effective infrastructure and public services to the citizens to the citizens of La Porte.***
 - 4. To ensure that all capital improvements made in La Porte are of safe design that meets current engineering standards***
 - 5. To effectively convey desired expectations regarding minimum design standards established for the development of property.”***
 - 6. To ensure public safety with regard to buildings and other structures***
 - 7. To ensure public health with regard to environmental problems.***
- 3. Encourage a departmental culture of problem solving, assisting all customers with solutions and overcoming impediments, rather than focusing on minor technicalities.** Increase the staff’s understanding of the customer’s schedule and financing constraints; “time is money” is a true adage. Inculcate an attitude of collaboration with citizens and customers, instead of power and control, to overcome the “god syndrome” reported by some customers.

- i. Conduct periodic all-employee meetings to reinforce departmental philosophies-mission, guiding principles and goals.

Weekly divisional meetings are held to identify issues and formulate solutions. Additionally, an all-employee meeting to convey new department mission statement, guiding principles and primary objectives has been held.

- ii. Conduct periodic employee organizational development exercises to overcome existing internal trust and communication barriers.

The department is scheduling appropriate teamwork and communication training.

- iii. Use a more structured new employee orientation and training/mentoring system to ensure new employees adopt and express the desired customer service philosophies.

The department orients its new employees within a mentoring system to express the desired customer service philosophy.

4. **Establish and enforce a culture of mutual respect between the City Council, Planning Commission, staff, and customers.**
 - i. Conduct facilitated sessions between the City Council to determine the Council's collective leadership philosophy regarding economic development within the City.
 - ii. Conduct facilitated sessions between the City Council, Planning & Zoning Commission and staff to deliver that philosophy as well as align the actions the Commission and staff need to take within their respective authorities.
 - iii. Meet periodically with customers to ensure that philosophy is both conveyed and is in line with community needs.
 - iv. Conduct regular follow up sessions with Council, Commission and staff to ensure long-term alignment.

Department welcomes a facilitated session between City Council, the Planning and Zoning Commission, and staff regarding economic development philosophy and department authority. The department would convey the agreed upon philosophy to the public through periodic communication forums.

5. **Establish an understanding that staff will be supported by City Council and management when making judgment calls consistent with the agreed upon "common sense" parameters.** As stated earlier, frank discussions between City Council and staff should allow for the development of common understandings of how flexible the staff can be in interpreting code issues, and better define "common sense" answers to issues that do not overstep authority of the staff or provide the basis for discriminatory decision making.

Department welcomes facilitated guidance regarding the degree of flexibility the staff should have to achieve "common-sense" decision making when interpreting code issues.

6. **Establish Planning Commission bylaws and rules of procedure including such topics as:**
 - i. Conflict of interest, participation, abstentions, and voting.
 - ii. Differentiate member roles for zoning, site plan, platting, and administrative functions of the Commission.
 - iii. Define and enforce appropriate protocol and decorum expectations.
 - iv. Ensure Commission members are availed of training and education opportunities.
 - v. Establishing a schedule and process for periodic review of codes and ordinances directly related to the work of the Planning Commission.

Anticipate 6-month duration to establish Planning Commission bylaws and rules of procedure to begin 1st Quarter 2015.

I. Departmental Cohesiveness

Findings

There is an internal tension between the divisions of the department that may cause communication errors and process difficulties. A lack of cohesion could easily translate to processes not functioning as efficiently as possible and customers experiencing difficulty.

Recommendations

1. **Change the name of the department to “Planning and Development” or “Development Services”, or similar to better reflect the overall mission and responsibilities of the department.** A divide between the Inspections and Planning/Engineering Divisions has been identified. One possible cause for the divide is the name of the department does not represent all aspects of the department. There is a Planning Division, which has only one member, within the Planning Department. There is an Engineering Division that is not identified at all within the department. The name of the department implies that planning is its primary function, which tends to diminish the perceived importance of the other divisions within the department. A different name for the department would be more inclusive of all departmental functions and could serve as a first step in reducing internal tensions.

It is recommended the Department name be changed to “Planning and Development” to better reflect the overall mission and activity of the Department, as suggested by the consultant.

2. **Establish one staff member, with a department-wide focus, responsible for shepherding applications through all phases from inception to final acceptance.** This person should be charged with communicating all steps and prerequisite permits, for a particular project at the pre-development meeting. This person should be empowered with the authority to make judgments (*common sense decisions*), to reconcile conflicting inter-division requirements and to facilitate timely and successful completion of projects.

Currently, applicants with complex projects must interact serially with the various divisions and multiple contact persons. This system allows staff members to be more concerned with their individual processes/permits rather than on a department-wide focus of achieving an overall successful and timely project for the applicant, further dividing the department. From the applicant’s perspective, there is an internal, rules-based focus as opposed to an external project-completion focus.

The City Planner has been established as the position having the authority to shepherd applicants through the processes.

3. **Establish clear lines of responsibility/accountability for the various permitting processes.** Define an “approver” and “reviewer(s)” for each major process. Establish and enforce accountability for each employee’s role. Enforcing accountability will reduce the need for other employee’s to fill gaps. When

employees have to fill voids created by others, resentment between employees is generated; process is slowed; and customers experience conflicting guidance, confusion, and frustration.

Approvers and reviewers have been defined for each major process. Accountability for those roles will be enforced.

4. **Develop a review and comment system that will resolve all issues prior to meeting with the customer.** Recognize that individuals involved with inspections, code enforcement, and engineering generally tend to be more “left-brained” and logically-oriented, and individuals involved with planning-related fields generally tend to be more “right-brained” and creative-oriented. When employees interact with other members of the department, recognizing these different perspectives will facilitate communication and problem-solving. Resolving differences in perspective internally before presenting the department’s official interpretations to the customer should both expedite the process and enhance the quality of service to the customer.

White paper description of process reorganization addresses that issues will be resolved amongst staff prior to interaction with customers. This cohesiveness will ensure consistent messages to the applicants.

J. Trust

Findings

There is a lack of trust between some members of the department resulting in staff members overcompensating for the deficiencies they perceive. This situation becomes evident to customers, creating confusion and uncertainty as to the correct staff direction to follow. Processes are not as efficient as they could be due to the gaps and overlaps caused by ad-hoc modifications made in response to these patterns.

Recommendations

1. **Establish a culture of greater trust and open communication among the staff members of the department.**
 - i. One outward sign of a lack of trust within the department are the examples of one division needing a sign-off from another division before a process can proceed. These situations appear to be based more on self-protection than on actual documented procedural requirements.
 - ii. Organizational development exercises to identify gaps in trust with a plan of action on closing those gaps should have the effect of extending better service to the customers.

Department will schedule organizational development exercises to identify gaps in trust amongst staff.

2. **Establish a culture of greater trust and open communication between the staff and City Council.** Earlier recommendations spoke to City Council and staff working together to determine their working relationship for customer complaints, code revisions, and overall economic development philosophy. Resolution of these issues through frank discussion and clear directives also allows for open communication and the building of trust between the groups.

Department welcomes a frank discussion of directives for open communication.

3. **Revise the monthly and quarterly report format to emphasize communication of successes, problems, and obstacles in lieu of purely statistical data.** The statistical portions of the reports should be augmented to provide more context such as current month versus same month previous year; or year-to-date versus same date previous year. This format provides more meaningful benchmark type information to both the management and City Council and helps measure progress and/or provide information on gaps that need to be closed.

In the weekly memo to City Council, Staff will continue to convey any relevant successes or problems. Current statistical data will be augmented to include benchmark information as denoted above.

K. Code Recommendations

Findings

The zoning code and development ordinance were reviewed in light of opportunities to reinforce improvements recommended under the themes identified during the departmental review. This review was focused on items that may be an impediment to efficient processing of applications and the ease of use from the customer's perspective. This review was not intended to be the exhaustive review that should be conducted to ensure the codes are consistent with the recently adopted update of the comprehensive plan.

Recommendations

1. Zoning Code Recommendations:

- i. 106-62. Planning & Zoning Commission Membership and Structure

The current Commission size and appointment method is atypical. Appointment of members by district may promulgate any district tensions that may exist at the Council level and may be an impediment to a city-wide planning perspective. The Commission should be a more typical seven members with the only condition that they are qualified voters of the City and appointments made by a majority vote of the entire City Council. The Commission should select its own chairperson and other officers. The City Council should consider advertising vacancies on the Board as broadly as possible, requiring an application form, and conducting interviews of applicants before appointment.

- ii. 106-64 (10) Bylaws and Rules of Procedure

This section permits the Commission to establish bylaws and rules of procedure. The staff should prepare drafts of such documents for review and consideration by the Commission.

iii. 106-65 Review of Chapter

This section requires an annual review by the Commission of the zoning and development ordinances. The staff should establish an annual schedule and lead the effort to present proposed revisions to the Commission.

iv. 106-87 Board of Adjustment Rules

If not already in place, the staff should prepare rules of procedure for review and consideration by the Board.

v. 106-333 Table B, Residential Area Requirements, footnote 12

It is unclear to which “building setback” (front, rear, side) and to which land use type this opaque screening requirement applies.

vi. 106-333 Table B, Residential Area Requirements, footnote 14

This footnote requires an additional 25-foot “buffer” between multi-family and single-family developments. It is unclear if this buffer is intended to be landscaping only or if parking, for example, is allowed within the buffer.

vii. 106-334 Special Use Performance Standards; Residential

Generally: There are a variety of special conditions in this section that relate back to other underlying zoning districts. These conditions should be cross-referenced back to the underlying districts, so that the reader can be aware of these requirements.

viii. 106-334 Special Use Performance Standards; Residential; Subsection (a)

Subsection (a) of this section requires landscape buffers, but it is unclear as to when or where this buffer requirement applies.

ix. 106-441 Table A, Commercial Uses

This table uses SIC codes to delineate uses. Staff should develop an alternate table using NICS codes for consideration.

x. 106-444 Special Use Performance Standards; Commercial; Subsection (a.1)

Subsection (a.1) of this section requires planting strips, but it is unclear as to when or where this requirement applies.

xi. 106-444 Special Use Performance Standards; Commercial; Subsection (a.3)

This subsection requires certain parking lots to be screened; if the requirement is intended to apply to the front of such parking lots, the required six-foot height is excessive. This subsection also requires manufactured housing parks and subdivisions to be screened from abutting uses, but it is unclear if the screening requirement is the responsibility of the commercial owner or the manufactured housing/subdivision owner. Additionally, for large commercial lots that are only partially developed, this screening requirement should only apply if the site is developed in proximity to the abutting use.

xii. 106-441 Table A, Industrial Uses

This table uses SIC codes to delineate uses. Staff should develop an alternate table using NICS codes for consideration.

xiii. 106-637 Procedures for establishing a PUD; Subsection (c)

The individual items on the list of 12 submittal requirements should be optional if the specific item is not applicable to the scope or context of the project site.

xiv. 106-637 Procedures for establishing a PUD; Subsection (h)

The code should be modified to allow certain development authorizations to be issued prior to final approval of the PUD and all related general plans and plats. This will facilitate construction phasing on large or complex projects. Examples of early permits that should be allowed include clearing and grading, detention, and utilities, provided that the corresponding subset of the plans have been approved prior to commencement of construction.

xv. 106-659 PUD Special Regulations and Procedures; Subsection (b.3)

The requirement that “a sufficient amount of useable open space is provided” is ambiguous and should be quantified. Developers generally prefer a specific regulation so they do not have to guess and negotiate the requirement.

xvi. 106-678 PUD Building Height

The maximum building height limitation should be removed to provide additional flexibility. Surrounding residential properties are still protected via the setback requirements of Section 106-696(c.2).

xvii. Article V: Supplementary District Regulations

Generally: There are a variety of special conditions in this Article that relate back to various underlying zoning districts. These conditions should be cross-referenced back to the underlying districts, so that the reader can be aware of these requirements.

xviii. 106-801 Tree Preservation

Various terms should be defined, such as “native tree”, “protected tree”, and “replacement tree”. Subsection (b) prohibits the destruction of any native tree greater than six-inch diameter; however, Section 106-802 allows removal of a protected tree as part of a building permit if the tree is replaced with replacement trees. There is a conflict in this language as it appears all tree removal is prohibited, but also allowed under certain conditions.

xix. 106-835 Design Standards

This section including all related figures should be consolidated into the Public Improvements Criteria Manual or a new Private Improvements Criteria Manual, as applicable. These moves will consolidate technical criteria, allow easier updating as warranted by new conditions or technology, and give the staff greater flexibility in granting “common sense” exceptions when needed to expedite a project.

The Planning and Zoning Commission Chapter 106 Committee is reviewing the Zoning Ordinance in its entirety. The subcommittee is approximately 90% complete with their recommendations for revisions to Chapter 106 of the Code of Ordinances. The subcommittee should be ready to present their recommendations to the Commission in mid-summer.

2. Development Ordinance recommendations:

i. General Comments:

1. The Development Ordinance should be codified to eliminate the need for customers and staff to cross-reference multiple ordinance revisions to determine the full code requirements.
 2. Submittal copies: References to submittal or distribution of a specific number of copies of various documents (general plans, plats, etc.) should be removed from the ordinance and established by separate policy so that staff can readily update the requirements based on the latest needs.
 3. Submittal dates: References to specific submittal deadlines should be removed from the ordinance and established by separate policy so that staff can readily update the requirements based on the latest needs. Additionally, as previously discussed, submittal and re-submittal deadlines and review time goals should be established and published by staff. References to statutory Planning Commission action deadlines should remain in the ordinance.
 4. Appendices: Staff should have the authority to update the appendices (technical specifications and procedures) as new conditions warrant. This can be accomplished by adding a section to the ordinance authorizing staff to update the appendices or by removing the appendices from the ordinance and placing them in the criteria manual. Regardless of which method is chosen, any staff changes to the appendices should only be effective after an appropriate notice and waiting period, say 30 days, after posting the proposed change on the website.
 5. Update the references to “Director of Community Development”, which is an outdated title. Use “City Manager or designee” to make the reference more generic and flexible.
 6. Do not put building setback lines on plats inside the city limits; rely on zoning ordinance to establish setbacks to avoid potential conflicts.
- ii. 4.00 Sketch Plans
The submittal of sketch plans is optional so it should be removed from the code. Additionally, the intent of the sketch plan review process will be accomplished more fully if the pre-development meeting recommendations are implemented.
- iii. 4.01 (D) Official General Plan
The code states that an approved general plan expires after one year if a plat has not been filed and upon written notice to the subdivider. This potentially creates a gray area if the city fails to send the written notice. The general plan should simply expire after one year without notice. Further, this section allows the subdivider to request a one-year extension, but does not stipulate if the extension is automatically approved or if the Commission needs to act to approve the request.
- iv. 4.03 (C) Preliminary Plats: Effect of Approving Authority Action
The code states that an approved preliminary plat expires after one year if a final plat has not been filed and upon written notice to the subdivider. This potentially creates a gray area if the city fails to send the written notice. The preliminary plat should simply expire after one year without notice. Further, this section allows the subdivider to request a one-year extension, but

does not stipulate if the extension is automatically approved or if the Commission needs to act to approve the request.

v. 4.04 (D) Final Plats: Recordation and Construction of Public Improvements

The code states that an approved final plat expires after one year if a construction of the public improvements has not commenced and upon written notice to the subdivider. This potentially creates a gray area if the city fails to send the written notice. The final plat approval should simply expire after one year without notice. Further, this section allows the subdivider to request a one-year extension, but does not stipulate if the extension is automatically approved or if the Commission needs to act to approve the request. Additionally, an alternative should be provided to allow the subdivider to submit a performance bond for completion of the public improvements if they wish to record the plat before the public improvements are completed.

vi. 5.01 General Street Standards

Table 5-2 (Street Geometric Design Standards) should be moved to the Public Improvement Criteria Manual.

vii. 5.01 (J) Alleys

The City should consider the practice of continuing to allow new alleys to be platted. Based on the prior complications and cost of maintaining alleys, the provision of alleys, at a minimum, should be at the discretion of the City rather than the developer.

viii. 5.04 Building Lines

The building line requirements in this section should be consolidated into the Zoning Ordinance to avoid conflicts and the need to cross-reference multiple locations to find the same information. Setbacks applicable to the ETJ should be specifically specified.

ix. 10.00 Fees and Charges

The fee schedule should be pulled from this ordinance and combined with other city fees in a consolidated fee ordinance that can be readily revised on an annual basis or as needed.

x. 12.00 Open Space and Park Dedication

State laws regarding park dedication requirements have been updated subsequent to 1985 when the Development Ordinance was adopted. This section should be reviewed for conformance with current law. Additionally, the fee in lieu of dedication should be removed from this section and combined with other fees for easier updating as needed.

Anticipate 6-month duration to establish Planning Commission bylaws and rules of procedure to begin 1st Quarter 2015.

3. Other Code Recommendations:

- i. Industrial District water and sewer agreements are calculated based on number of employees – Need an alternate method because the number of employees is often not known at the time the agreements are prepared, particularly in the case of companies starting new operations within the City.

- ii. Comprehensive Plan sidewalk requirements: Develop a specific list of streets to which the sidewalk requirements apply and corresponding sidewalk criteria; place these requirements in the Development Ordinance.
- iii. Resolve questions about whether or not fill dirt permits should be required for projects involving fewer than five loads.
- iv. Establishing minimum finished floor elevations for infill development in the floodplain could be accomplished with a pier and beam requirement rather than by utilizing dirt fill to minimize the perception of run-off impacts on neighboring properties.
- v. Several focus group members suggested the removal of the requirement for gates on dumpster enclosures as being impractical ineffective.
- vi. Staff has compiled a list of proposed ordinance updates based on recent experiences. This list should be presented to the Commission for review and recommendation to City Council.

III. Conclusion

The consulting team believes implementation of these recommendations will move the City toward its goals of improving the customer service responsiveness, efficiency, and effectiveness. We appreciate this opportunity to be of service to the City and we are available for questions or additional engagements to assist with the implementation phase.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 9, 2015 Appropriation
Requested By: Bob Eng Source of Funds: N/A
Department: Planning & Development Account Number:
Report: Resolution: Ordinance: Amount Budgeted:
Other: Amount Requested:
Budgeted Item: YES NO

Attachments :

1. Drainage Report

SUMMARY & RECOMMENDATIONS

Quarterly updates of active drainage projects for Council review. The update is attached as an exhibit. Staff will be present to answer any questions that Council may have regarding the report.

Action Required of Council:

Receive Drainage Report update from staff.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

CITY COUNCIL DRAINAGE REPORT
February 09, 2015

Contract Design and Construction

- F101 Channel Improvements by HCFCD. HCFCD is obtaining proposals from Engineering Consultants to study and propose various routing options to convey the ultimate anticipated discharge across the existing pipeline impediments in phases. Hydro-excavation to determine the width and depth available to expand the channel across the pipeline corridor will be the initial step with design and construction services to follow.
- Third Street Drainage Improvements. Construction kick-off meeting held June 2014, with construction currently underway. Contractor is at F Street with boxes and has completed concrete paving on both sides of the street to F Street. The intersections from Fairmont to F Street are currently being constructed. Construction will continue north of F Street in this similar manner.
- F216 Channel Improvements Phase II. Survey and hydrologic and hydraulic study has been completed. USCOE permit comments are requiring tree mitigation at 75% survivability and 5 year monitoring for approval of environmental clearance documentation. Environmental Consultant to submit a proposed fee schedule.
- North P Street Culvert Extension. 100% plans in review. HCFCD has requested 20 feet of easement from the City for a maintenance berm to be located on west side of ditch. Access to existing easement on east side of the ditch is possible; however, this easement is inside existing homeowners' fences. Metes and bounds for a west side easement to HCFCD to be procured. Project funded to \$85,000.
- LPHS Ditch between G Street and Park Street. Plans to enclose the ditch for the renovation of La Porte High School have been submitted. Drainage analysis report to size a box storm drainage system has been determined by LJA and based on this study, Arborleaf Engineering has designed the culvert. (Funded by LPISD Bond Program).

In-House Design and Construction of City-Initiated Projects

- Ultimate D Street Ditch Ultimate tie-in to the regional detention pond to be bid and constructed by March 2015.
- 900 Block of Kansas to H Street. Storm sewer will be placed between sidewalk and roadway with area drains to address localized flooding.
- Browning Street and W. D Street Drainage Improvements. Ditch regrading and improvements are being proposed to alleviate ponding and improve drainage in these areas.

In-House Drainage Maintenance Activities

- D Street Ditch Slope Paving from 8th Street to SH 146. Construction has begun and anticipated to be completed by the end of February 2015.
- Routine Ditch Maintenance. Continue concentrating on the northeast side of the City.

Administrative Projects

- City of La Porte's Storm Water Management Program MS4 Permit. Approval of COLP MS4 permit application accepted by TECQ. Notice published for inspection and comments from the public.



**Council Agenda Item
February 9, 2015**

10. ADMINISTRATIVE REPORTS

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

12. EXECUTIVE SESSION

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

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

Texas Government Code, Section 551.071(1)(a) – Consultations with Attorney regarding pending or contemplated Litigation – Meet with City Attorney to discuss contract with 65 La Porte, Ltd.

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

14. ADJOURN



**Council Agenda Item
February 9, 2015**

14. ADJOURN
