

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



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Councilmember District 5
MIKE CLAUSEN
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held October 24, 2016, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Windell Gill, First Baptist Church.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Jay Martin.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Municipal Court Week - Mayor Rigby
 - (b) Recognition - The City of La Porte 2016 Achievement of Excellence in Procurement Award - Mayor Rigby
 - (c) Recognition - The City of La Porte Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2015 - Mayor Rigby
 - (d) Recognition - The City of La Porte Certificate of Achievement for excellence in Financial Reporting for Fiscal Year 2015 - Mayor Rigby
 - (e) Recognition - City of La Porte Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2015 - Mayor Rigby
 - (f) Recognition - City of La Porte Traditional Finance Star and the Contract and Procurement Star - Mayor Rigby
- 5. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding minutes of the meeting held on October 10, 2016 - S. Harris
 - (b) Consider approval or other action regarding a Resolution appointing one representative and one alternate to the H-GAC 2017 General Assembly and Board of Directors - P. Fogarty
 - (c) Consider approval or other action regarding approval of a proposed settlement agreement to resolve pending litigation: USOR Site Group PRP v. Texas A&M Contractors - C. Alexander

- (d) Consider approval or other action regarding the purchase of vehicles by the La Porte Fire Control, Prevention and Emergency Medical Services District - R. Nolen
- (e) Consider approval or other action regarding purchase of fleet equipment from CAP Fleet Outfitters under Texas Buy Board Contract 430-13 - K. Adcox
- (f) Consider approval or other action awarding Bid #16024 for Re-Bid of Parks Mowing - R. Epting

7. AUTHORIZATIONS

- (a) Consider approval or other action adopting an Ordinance establishing Drug Free Zones and adopting a map illustrating the Drug Free Zone perimeters - K. Adcox

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding construction of the Wharton Weems Blvd. entryway monument - T. Leach

9. REPORTS

- (a) Receive report of La Porte Development Corporation Board - Councilmember Engelken
- (b) Receive report regarding City of La Porte insurance coverage proposals - M. Hartleib

10. ADMINISTRATIVE REPORTS

- Zoning Board of Adjustment Meeting, Tuesday, October 25, 2016
- City Council Meeting, Monday, November 14, 2016
- City Council Meeting, Monday, December 12, 2016
- La Porte Development Corporation Board Meeting, Monday, December 12, 2016

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

12. ADJOURN

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

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

CERTIFICATION

I certify that a copy of the October 24, 2016 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on October 19, 2016.

Patrice Fogarty



**Council Agenda Item
October 24, 2016**

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Office of the Mayor



Proclamation

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the La Porte Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the La Porte Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of La Porte is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, La Porte Municipal Judges are not policy makers for the City of La Porte but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the La Porte Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I, Louis R. Rigby, Mayor, along with members of the La Porte City Council, do proudly proclaim the week of November 7 - 11, 2016, as

“Municipal Court Week”

IN WITNESS THEREOF, I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 24th day of October, 2016.

CITY OF LA PORTE

Louis R. Rigby, Mayor



Achievement in Excellence in Procurement Award

The Purchasing division has received the 2016 Achievement of Excellence in Procurement Award from the National Procurement Institute. This award is earned by organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The City of La Porte is one of only 28 agencies in Texas and one of only 72 Cities in the United State to receive this award. The City has received the award for three consecutive years.

Distinguished Budget Presentation Award

The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that the City of La Porte has received the GFOA's Distinguished Budget Presentation Award for its annual budget for the fiscal year beginning October 1, 2015. This is the twenty-six (26th) consecutive year that the City has received this prestigious award. For budgets including fiscal period 2016, approximately 1,550 participants have received the Award.

The award represents a significant achievement by the City. It reflects the commitment of the City Council and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well the City's budget serves as (1) a policy document; (2) a financial plan; (3) an operations guide, and (4) a communications device. Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

GFOA is a nonprofit professional association serving approximately 18,700 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

City staff currently responsible for budget presentation include: City Manager's Office, Director of Finance Michael Dolby, Treasurer Shelley Wolny and Accountant Gay Collins.

COMPREHENSIVE ANNUAL FINANCIAL REPORT CERTIFICATION

The Certificate of Achievement for excellence in Financial Reporting has been awarded to the City of La Porte by the Government Finance Officers Association of the United States and Canada (GFOA) for its annual comprehensive annual financial report (CAFR) for the fiscal year 2015. The City of La Porte has received this prestigious award for thirty-five consecutive years.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management. The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive “spirit of full disclosure” to clearly communicate its financial story and motivate potential users and user groups to read the CAFR. The GFOA is a nonprofit professional association serving approximately 18,700 government finance professionals.

Comptroller Phyllis Rinehart and Finance Director Michael Dolby are primarily responsible for the CAFR.

POPULAR ANNUAL FINANCIAL REPORT

The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to the City of La Porte for its Popular Annual Financial Report for the fiscal year ended September 30, 2015. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports.

In order to receive an Award for Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability and reader appeal.

An award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. The City of La Porte has received a Popular Award for the last four consecutive fiscal years. A copy of this report is available on the City's website.

TRANSPARENCY STARS

The Texas Comptroller of Public Accounts launched the Transparency Stars program in March to recognize cities, counties and school districts making important strides to greater government transparency. Local government entities can apply for stars in the areas of:

- Traditional Finances,
- Contracts and Procurement,
- Economic Development,
- Public Pensions, and
- Debt Obligations

The Transparency Stars program recognizes local governments for going above and beyond transparency efforts by providing easy online access to important financial data.

The City of La Porte has obtained the traditional finance star and the contract and procurement star.



Council Agenda Item October 24, 2016

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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE OCTOBER 10, 2016

The City Council of the City of La Porte met in a regular meeting on **Monday, October 10, 2016**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Engelken, Earp, J. Martin, K. Martin, Zemanek, Clausen, Leonard, and Kaminski. Also present were Assistant City Secretary Sharon Harris, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Clark Askins, Assistant City Attorney.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Mike Clausen.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

There were no public comments.

5. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding minutes of meeting held on September 26, 2016 – P. Fogarty
 - (b) Consider approval or other action regarding change in City Council meeting dates for the months of November and December due to holiday schedule – P. Fogarty
 - (c) Consider approval or other action regarding an Ordinance vacating, abandoning and closing the east/west alley in Block 185, Town of La Porte – T. Leach
 - (d) Consider approval or other action authorizing the City Manager to sign an agreement for participating in the Regional DWI Task Force – K. Adcox
 - (e) Consider approval or other action regarding a Resolution authorizing the City Manager to sign grant award for Speed and Intersection Traffic Control (STEP) Grant – K. Adcox

- (f) Consider approval or other action approving purchase of Equipment & Vehicles using the Houston-Galveston Area Council and Texas Local Government Cooperative Purchasing methods for the Fiscal Year 2016-2017 Vehicle Replacement Program – S. Valiante

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3654: AN ORDINANCE VACATING, ABANDONING AND CLOSING THE EAST/WEST ALLEY IN BLOCK 185, TOWN OF LA PORTE 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.**

6. PUBLIC HEARING AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to approve a Special Conditional Use Permit (SCUP) for the construction of a secondary dwelling unit for property located at 2711 Crescent Drive, La Porte; consider approval or other action regarding an Ordinance to approve SCUP #16-91000003, to allow development of one (1) secondary dwelling unit for property located at 2711 Crescent Drive, La Porte – R. Cramer

The public hearing was opened at 6:03 p.m.

Planning Technician Ryan Cramer presented a summary.

There being no comments, the public hearing closed at 6:08 p.m.

Councilmember Leonard made a motion to approve an Ordinance approving SCUP #16-91000003, allowing development of one (1) secondary dwelling unit for property located at 2711 Crescent Drive, La Porte. Councilmember J. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3655: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, CHAPTER 106, MORE COMMONLY REFERRED TO AS THE ZONING ORDINANCE OF THE CITY OF LA PORTE, BY GRANTING SPECIAL CONDITIONAL USE PERMIT NO. 16-91000003 FOR THAT CERTAIN TRACT OF LAND HEREIN DESCRIBED, FOR THE PURPOSE OF ALLOWING DEVELOPMENT OF ONE (1) SECONDARY DWELLING UNIT; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

7. AUTHORIZATIONS

- (a) Consider approval or other action authorizing the Mayor to execute a Local Government Code Chapter 380 Agreement between the City of La Porte and Ybarra Restaurants, Inc., for waiver of payment of fees for closure of street right-of-way in connection with the construction of a new El Toro Restaurant – T. Leach

Assistant City Manager Traci Leach presented a summary and John Mayes the Director of Operations of El Toro Mexican Restaurant addressed Council and provided additional information regarding the building project.

Councilmember J. Martin asked how many parking spots are required to accommodate over 400 patrons. Mr. Mayes advised he does not have the actual number of parking spots, and the parking accommodations have met all code requirements based on the size of the restaurant. Councilmember J. Martin asked what are the plans for the existing El Toro Restaurant on Main Street. Mr. Mayes responded there are plans for a different restaurant concept.

Mayor Rigby asked the anticipated construction timeline. Mr. Mayes advised approximately one year for construction.

Councilmember Zemanek made a motion to authorize the Mayor to execute a Local Government Code Chapter 380 Agreement between the City of La Porte and Ybarra Restaurants, Inc., for waiver of payment of fees for closure of street right-of-way in connection with the construction of a new El Toro Restaurant. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

- (b) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing a portion of the North 25th Street right-of-way – T. Leach

Assistant City Manager Traci Leach presented a summary.

Councilmember Zemanek made a motion to approve an Ordinance vacating, abandoning, and closing a portion of the North 25th Street right-of-way. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3656: AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE NORTH 25TH STREET RIGHT-OF-WAY; 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.**

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding a matrix for Request for Proposals for collection services of delinquent ad valorem taxes – M. Dolby

Finance Director Michael Dolby presented a summary.

Councilmember Earp made a motion approve the matrix for evaluation of proposals for future Request for Proposals and directed Staff to bring the matrix back for review and approval. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

9. REPORTS

- (a) Receive presentation for Procurement Methods – C. Daeumer

Purchasing Manager Cherell Daeumer presented a summary.

Mayor Rigby asked if quotes from City departments for \$2,000-\$24,999 are reviewed by the Purchasing Department. Ms. Daeumer responded, yes; she advised there is a quote form used by departments; and the forms are then reviewed by the Purchasing Department.

There were no additional questions from City Council.

10. ADMINISTRATIVE REPORTS

There were no additional comments.

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.

There were no comments from Councilmembers K. Martin; Kaminski; Engelken and Earp.

Councilmember Clausen commented the meeting was good; Councilmember J. Martin thanked Purchasing Manager Cherell Daeumer for her presentation and commented he attended the Texas Municipal League Conference last week, and he enjoyed the opportunity; Councilmember Zemanek wished Mike Fogarty, husband of City Secretary Patrice Fogarty, a speedy recovery from his recent surgeries; Councilmember Leonard congratulated El Toro Mexican Restaurant; and Mayor Rigby commented he attended La Porte Independent School District's 100th Anniversary Celebration and advised it was well attended; he congratulated Tony Constanzo, La Porte firefighter for walking 24 hours on a treadmill in full bunker gear, and also commented he attended the Texas Municipal League Conference last week; and he enjoyed the opportunity as well.

12. ADJOURN - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 6:46 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Sharon Harris, Assistant City Secretary

Passed and approved on October 24, 2016.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

| | |
|---|--|
| Agenda Date Requested: <u>October 24, 2016</u> | <u>Appropriation</u> |
| Requested By: <u>Patrice Fogarty</u> | Source of Funds: <u>N/A</u> |
| Department: <u>City Secretary's Office</u> | Account Number: _____ |
| Report: <input type="radio"/> Resolution: <input checked="" type="radio"/> Ordinance: <input type="radio"/> | Amount Budgeted: _____ |
| Other: <input type="radio"/> _____ | Amount Requested: _____ |
| Attachments : | Budgeted Item: <input type="radio"/> YES <input checked="" type="radio"/> NO |

1. Resolution

SUMMARY & RECOMMENDATIONS

According to H-GAC's bylaws, the City is authorized to select one councilmember as a representative and one as an alternate to the H-GAC General Assembly and Board of Directors. H-GAC's bylaws stipulate that the representative is also the General Assembly delegate; and as such, is also designated to serve on H-GAC's Board of Directors.

The 2017 designated representatives begin their terms of office the first of January.

The 2016 representative is Chuck Engelken, and the alternate is Jay Martin.

Both have indicated a willingness to serve again should Council name them.

Action Required of Council:

Consider approval or other action of a Resolution appointing one representative and one alternate to the H-GAC 2017 General Assembly and Board of Directors.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, SELECTING A REPRESENTATIVE AND AN ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2017 GENERAL ASSEMBLY AND BOARD OF DIRECTORS.

* * * * *

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

Section 1. That the following individuals be and are hereby selected as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2017:

REPRESENTATIVE: _____

ALTERNATE: _____

Section 2. That the hereinabove named representative and alternate are hereby selected as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2017.

Section 3. That the Executive Director of the Houston-Galveston Area Council be notified of the selection of the hereinabove named representative and alternate.

PASSED and ADOPTED this the 24th day of October, 2016.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby
Mayor

ATTEST:

APPROVED:

Patrice Fogarty
City Secretary

Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 24, 2016

Requested By: Corby Alexander

Department: City Manager

Report: ___ Resolution: ___ Ordinance: ___

Appropriation

Source of Funds: General Fund Contingency

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: \$48,000

Budgeted Item: ___ YES X NO

Exhibits:

Draft Settlement Agreement

List of Defendants

SUMMARY & RECOMMENDATION

At the August 8, 2016, City Council meeting, staff along with special legal counsel was directed to continue to negotiate a possible settlement in the USOR Site Group PRP v. Texas A&M Contractor.

In short, the Site Group agreed to a settlement amount to \$48,000. According to Mr. Bounds, the special attorney representing the City of La Porte in this matter, this settlement appears in line with other settlements in this case. As discussed, the proposed settlement is not a full and complete release of all potential claims. For example, if the Environmental Protection Agency (EPA) is unhappy with the cleanup, the EPA may still sue the City. However, it is Mr. Bounds' opinion that the settlement agreement addresses all the major risks that might arise out of the cleanup of the site to the City and its constituent entities. For example, the settlement agreement is not dependent upon any disclosure of wastes shipped to the site. Since the site is closed, the City will not be responsible if additional wastes from the City or EDC are identified (except to the extent that another party not a settling party is also responsible for such wastes and does not settle with the USOR Site Group PRP)

Action Required by Council:

Consider approval or other action regarding approval of a settlement agreement to resolve pending litigation: USOR Site Group PRP v. Texas A&M Contractors.

Approved for City Council Agenda

Corby Alexander, City Manager

Date

**SETTLEMENT AGREEMENT BETWEEN USOR SITE PRP GROUP
AND CITY OF LA PORTE, TEXAS
FOR THE USOR SITE**

This agreement is made as of the date stated on the Execution Page between and among the parties (individually “Settling Party”; collectively “Settling Parties”) whose authorized representatives have executed counterparts of this agreement (hereinafter “Settlement Agreement”).

WHEREAS, the USOR Site PRP Group (as defined in Section 1.13 herein) has incurred and will continue to incur response costs at the USOR Site (as defined in Section 1.11 herein) for the work required under the Removal Action AOC (as defined in Section 1.6 herein) and the AOI-1 RI/FS AOC (defined in Section 1.1 herein);

WHEREAS, the USOR Site PRP Group contemplates further negotiations with EPA with respect to additional USOR Site response cost activities and EPA’s claims for past and future costs at the USOR Site;

WHEREAS, the USOR Site PRP Group has asserted CERCLA (as defined in Section 1.2 herein) and TSWDA (as defined in Section 1.10 herein) cost-recovery and contribution claims against City of La Porte, Texas (“City of La Porte” as defined in Section 1.14 herein) seeking the recovery of past and future response costs with respect to the USOR Site in the case styled *USOR Site PRP Group v. A&M Contractors, et al.*, No. 4:14-cv-02441 (S.D. Tex.) (“USOR Site Case” as defined in Section 1.12 herein);

WHEREAS, City of La Porte, pursuant to this Settlement Agreement, is paying a fixed and specific sum to fully and completely settle its potential liability for Covered Matters at the USOR Site;

WHEREAS, the Settling Parties deny all liability at the USOR Site;

NOW, THEREFORE, in consideration of the foregoing, the Settling Parties mutually agree as follows:

1. Definitions.

As used in this Settlement Agreement, all defined terms shall have the meanings set forth below:

1.1 AOI-1 RI/FS AOC shall mean the “Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study,” CERCLA Docket No. 06-03-15, between the USOR Site PRP Group and EPA related to a remedial investigation and feasibility study for the Area of Interest 1, the 400 North Richey Area of Investigation of the USOR Site.

1.2 CERCLA shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*

1.3.1 Covered Matters shall mean all claims against City of La Porte for the following:

(a) all past, present, and future costs of whatever nature (including expert and counsel fees, EPA and any other federal and state agency oversight costs) incurred or to be incurred by the USOR Site PRP Group, the United States, and the State of Texas, related to the investigation, remediation and/or restoration of the USOR Site, including, without limitation, for Response Costs;

(b) all future Response Costs of the USOR Site PRP Group arising from Future Orders at the USOR Site; and

(c) third-party claims arising out of the USOR Site PRP Group's negligent implementation of the Removal Action AOC, AOI-1 RI/FS AOC or any Future Orders conducted at the USOR Site.

(d) claims by any USOR Site PRP Group member, including but not limited to Effective Environmental, Inc. against City of La Porte for contractual indemnity, breach of contract, and/or breach of warranty.

1.3.2 Covered Matters shall not mean:

(a) any claim or liability relating to the enforcement of this Settlement Agreement;

(b) claims for toxic torts, personal injury or property damage claims by third-party entities who are not Settling Parties;

(c) criminal liability;

(d) liability of the Settling Parties based upon their ownership or operation of the USOR Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the USOR Site, after signature of this Settlement Agreement;

(e) liability for claims of any nature related to any facility other than the USOR Site;

(f) any claims resulting from City of La Porte's violation of any order issued pursuant to CERCLA or the TSWDA, other than any Future Orders; and

(g) claims by any third party, other than USOR Site PRP Group members and Settling Parties, against City of La Porte for contractual indemnity or related to City of La Porte's actual or alleged insurers.

1.4 EPA shall mean the United States Environmental Protection Agency.

1.5 Future Orders shall mean an order of EPA or any other federal or state agency that requires any response actions to the extent such response actions address any hazardous substances or other pollutants discharged or disposed of at the USOR Site prior to the date of the Removal Action AOC.

1.6 Removal Action AOC shall mean the "Administrative Settlement Agreement and Order on Consent for Removal Action," CERCLA Docket No. 06-10-11.

1.7 Response Costs shall mean removal and remedial response costs; costs of operation, maintenance and monitoring of any removal or remedial action; oversight costs; and any other costs of complying with the Removal Action AOC, AOI-1 RI/FS AOC or any Future Orders.

1.8 Settlement Amount shall mean that total amount listed in Section 4.1, which has been agreed upon between the USOR Site PRP Group and City of La Porte to fully resolve City of La Porte's liability with respect to Covered Matters at the USOR Site.

1.9 Settling Parties shall mean the USOR Site PRP Group and City of La Porte.

1.10 TSWDA shall mean the Texas Solid Waste Disposal Act, Tex. Health & Safety Code Ann. § 361.001 *et seq.*

1.11 USOR Site shall mean the U.S. Oil Recovery Superfund Site, which encompasses approximately 18 acres and consists of two separate properties located at the former U.S. Oil Recovery facility at 400 N. Richey Street and the MCC Recycling facility at 200 N. Richey Street, respectively, in the City of Pasadena, Harris County, Texas, as well as any area where hazardous substances that migrated from the USOR Site have come to be located.

1.12 USOR Site Case shall mean the case pending in the United States District Court for the Southern District of Texas, Houston Division, styled *USOR Site PRP Group v. A&M Contractors, et al.*, No. 4:14-cv-02441 (S.D. Tex.).

1.13 USOR Site PRP Group shall mean the entities identified on Exhibit A to this Settlement Agreement, and their respective owners, shareholders, officers, directors, employees, predecessors, successors, affiliates, agents and assigns, whether pursuant to contract, by operation of law, or otherwise, in their own right, and as assignees of all entities who have or will assign their CERCLA and TSWDA cost-recovery and contribution rights to the USOR Site PRP Group.

1.14 City of La Porte shall mean City of La Porte, Texas including without limitation the City of La Porte Economic Development Corporation and any other entity created by the City, and the past, present and future boards, bureaus, departments, agencies, instrumentalities, districts, authorities, officers, directors, members, employees, successors, predecessors, agents, and assigns, whether pursuant to election, appointment, contract, by operation of law, or otherwise of the City and such entities; however, City of La Porte does not include any other defendants named in the USOR Site Case.

2. Purpose.

The terms of this Settlement Agreement shall control the manner and means by which the Settling Parties will settle claims and causes of action by and among each other at the USOR Site pursuant to CERCLA, the TSWDA and federal and State common law, as to Covered Matters.

3. Nature of Settlement Agreement.

The Settling Parties acknowledge that the consideration tendered and received herein, the promises, undertakings and agreements made, and the execution of this Settlement Agreement, are in compromise and settlement of disputed claims and are not admissions of liability on the part of any of them, and that each of the Settling Parties is willing to perform its obligations hereunder for the purpose of resolving their differences and to avoid the burden and expense of protracted litigation relating to the Covered Matters. Neither this Settlement Agreement, nor any performance hereunder by any Settling Party, shall create any rights on behalf of any other person or entity not a party hereto. Notwithstanding the foregoing, this Settlement Agreement shall be fully admissible in any proceeding to enforce the Settling Parties' rights and obligations hereunder. Nothing herein

shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Settling Parties.

4. Payment by City of La Porte and Dismissal from USOR Site Case.

4.1 Payment by City of La Porte. In settlement of the Covered Matters, and in consideration of the mutual undertakings and benefits in this Settlement Agreement, City of La Porte shall pay the USOR Site PRP Group the sum of Forty-eight Thousand and No/100 Dollars (\$48,000) (“Settlement Amount”). Payment of the Settlement Amount shall be in U.S. Dollars by wire transfer or check made payable to the “USOR Site Trust Account” and must be received by Gary D. Justis, The Justis Law Firm LLC, 10955 Lowell Ave., Suite 520, Overland Park, KS 66210-2336, by October 24, 2016.

4.2 Payment Not Penalty. The payment made by City of La Porte is intended by the USOR Site PRP Group to represent City of La Porte’s alleged allocable share of USOR Site response costs and an additional amount for orphan shares. Such payment by City of La Porte is not a penalty or monetary sanction.

4.3 Dismissal of City of La Porte from USOR Site Case. As soon as possible after receipt of City of La Porte’s Settlement Amount and executed signature page for this Settlement Agreement, the USOR Site PRP Group shall file the appropriate pleading in the USOR Site case to dismiss City of La Porte as a defendant with prejudice. If another party in the USOR Site Case attempts to assert a CERCLA or TSWDA claim against City of La Porte before or after City of La Porte is dismissed from the USOR Site Case, the USOR Site PRP Group shall file the appropriate motion with the Court to bar any and all CERCLA and TSWDA claims against City of La Porte in the USOR Site Case.

5. Releases, Assignments, and Covenants Not to Sue.

5.1 Releases and Covenant Not to Sue by and among the Settling Parties. Upon the USOR Site PRP Group’s receipt of the Settlement Amount, the USOR Site PRP Group releases, forever discharges and covenants not to sue City of La Porte with respect to the Covered Matters. Upon effectiveness of the release and covenant not to sue to be provided by USOR Site PRP Group, as described in the previous sentence, City of La Porte covenants not to sue any USOR Site PRP Group member for contractual indemnity or the USOR Site PRP Group or any other party, including any potentially liable party, the United States, the State of Texas, and/or the County of Harris, Texas, for the recovery of costs related to the Covered Matters, except in the event that City of La Porte is first sued or administratively pursued by any such third party. Nothing herein precludes or restricts City of La Porte or the USOR Site PRP Group from asserting any claims at any time against the other party that are not Covered Matters.

5.2 Effectiveness of Release. The release in Section 5.1 will be effective upon the USOR Site PRP Group’s receipt of City of La Porte’s full payment of the Settlement Amount under Section 4.1 above and will remain in effect as long as City of La Porte fulfills its other obligations under this Settlement Agreement.

5.3 Reservations, Limitations. In construing the scope of the releases granted in Section 5.1 above, the following reservations and limitations shall apply:

(a) Nothing in this Settlement Agreement is intended to release the liability relating in any way to the USOR Site of any person or private or public entity that is not a Settling Party under this Settlement Agreement.

(b) The Settling Parties agree that compliance with the terms of this Settlement Agreement and related agreements shall satisfy the claims of the Settling Parties against one another only for Covered Matters and that the USOR Site PRP Group intends to reserve and pursue all claims and actions against non-participants, including without limitation, all claims and actions assigned by City of La Porte pursuant to this Settlement Agreement, and all other parties pursuant to other agreements.

(c) City of La Porte agrees that it is accepting responsibility for, and settling for, only the persons and entities included in the definition of City of La Porte and not for any other defendant in the USOR Site Case or any other person or entity.

(d) Each Settling Party expressly reserves the right to take such actions as against any other Settling Party as may be necessary to enforce this Settlement Agreement.

5.4 Assignments. In consideration of the mutual undertakings and benefits in this Settlement Agreement, City of La Porte hereby assigns to the USOR Site PRP Group any and all claims, defenses and remedies of City of La Porte against any other persons or public or private entities arising out of Covered Matters, except for past, present or future claims against any person or entity that is not a member of the USOR PRP Group relating to insurance coverage or for contractual indemnity with respect to City of La Porte's alleged liability with respect to the USOR Site, and except for claims arising out of any failure, alleged or actual, of the USOR Site PRP Group to comply with the terms of the Removal Action AOC, AOI-1 RI/FS AOC, any Future Orders or this Settlement Agreement. The Settling Parties intend through this assignment to enable the USOR Site PRP Group to recover fully as allowed by law against such parties. City of La Porte agrees to provide such reasonable cooperation and assistance to the USOR Site PRP Group as is reasonably necessary to effectuate the intent of this Section 5.4. City of La Porte shall neither have nor incur litigation costs or attorney's fees regarding the assigned claims, nor share in any recoveries under this Section 5.4.

5.5 Claims or Actions. Claims for recovery of costs may only be asserted and actions relating to the USOR Site for recovery of costs may only be filed by the USOR Site PRP Group, or its individual members or assignees, who may seek to recover such response costs from persons or private or public entities believed to be parties liable at the USOR Site pursuant to 42 U.S.C. §§ 9607(a), 9613, the TSWDA, or common law.

6. Confidentiality of this Settlement Agreement and Shared Information.

(a) Each Settling Party agrees, to the extent permitted by law, that this Settlement Agreement, its terms, and all shared information received from any other Settling Party or its counsel, technical consultants, or counsel pursuant to this Settlement Agreement, shall be held in strict confidence by the receiving Settling Party and by all persons to whom confidential information is revealed by the receiving Settling Party pursuant to this Settlement Agreement, and that this Settlement Agreement, its terms, and such shared information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Settlement Agreement.

Notwithstanding the forgoing, nothing contained in this Agreement shall prevent City of La Porte from complying with its obligations under any applicable federal or state law to disclose documents or information, including without limitation, any obligations under the Texas Government Code Chapter 552, also known as the Texas Public Information Act, and any order or directive by the Texas Attorney General issued pursuant that

Act, and any other valid order, subpoena, directive or other instrument issued by or under the authority of a federal or state court or other agency.

(b) The Settling Parties intend by this Section 6 to protect from disclosure the terms of this Settlement Agreement and all confidential information and documents shared among any Settling Parties or between any Settling Party and counsel retained by the USOR Site PRP Group or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Settlement Agreement and regardless of whether the writing or document is marked "Confidential."

(c) The confidentiality obligations of the Settling Parties under this Section 6 shall remain in full force and effect, without regard to whether actions arising out of the USOR Site are terminated by final judgment, and shall survive any termination of this Settlement Agreement. The provisions of this Section 6 shall not apply to information which is now or hereafter becomes public knowledge without violation of this Settlement Agreement, which is sought and obtained from a Settling Party pursuant to applicable discovery procedures and not otherwise protected from disclosure or which is required to be disclosed pursuant to any applicable open records law.

(d) Information subject to the confidentiality provision of this Section 6 shall be governed for purposes of admissibility in any later litigation by Rule 408, Compromise Offers and Negotiations, of the Federal Rules of Evidence. Each Settling Party agrees that the purposes of the confidentiality provisions are to prevent dissemination of the terms of this Settlement Agreement and shared information to persons who are not parties to this Settlement Agreement and to restrict the admissibility of this Settlement Agreement and shared information. Each Settling Party further agrees that the receipt and knowledge of the terms of this Settlement Agreement or any shared information pursuant to this Settlement Agreement shall not be the basis for disqualification of any person from participation in any subsequent administrative or legal proceeding, including litigation for recovery of response costs.

(e) Nothing in this Section 6 is intended to prohibit the sharing of information with a Settling Party's insurers for the purpose of obtaining coverage for a Settling Party's costs. All information provided to an insurer is subject to the confidentiality provisions of this Section 6.

7. Denial of Liability and Reservation of Rights.

Except as expressly provided by the terms of this Settlement Agreement, this Settlement Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility, liability or fault, a waiver or release of any right or defense not specifically enumerated, or an estoppel against any Settling Party, by Settling Parties as among themselves, or by any other person not a Settling Party.

8. Insurance.

The Settling Parties do not intend hereby to make any Settlement Agreement that will prejudice any Settling Party with respect to its insurers and, by entering into this Settlement Agreement, anticipate that the actions taken pursuant to this Settlement Agreement will benefit such insurers. If any insurer makes any claim that any aspect of this Settlement Agreement provides a basis for rejection or limitation of coverage of a Settling Party, the USOR Site PRP Group will attempt, consistent with the settlement reflected in this Settlement Agreement and related documents, to return any Settling Party subject to such claim to a position that is satisfactory to such insurers.

9. Successors and Assigns.

This Settlement Agreement shall be binding upon the successors and assigns of the Settling Parties. No assignment or delegation by a Settling Party of its obligations under this Settlement Agreement or of this Settlement Agreement will release the assigning Settling Party without the prior written consent of the other Settling Party.

10. Advice of Counsel.

No Settling Party, or representative or counsel for any Settling Party, has acted as counsel for any other Settling Party with respect to such Settling Party entering into this Settlement Agreement, except as expressly engaged by such Settling Party with respect to this Settlement Agreement, and each Settling Party represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Settlement Agreement.

11. Necessary Authorizations.

The Settling Parties warrant to each other that all necessary authorizations and all other actions have been taken such that execution, delivery and performance of this Settlement Agreement and all other actions taken or to be taken in connection with this Settlement Agreement have been fully authorized.

12. Notice.

All communications to each Settling Party shall be sent to the respective Settling Party's designated representative as set forth on the Execution Page.

13. Effective Date.

The effective date of this Settlement Agreement shall be the date upon which City of La Porte executes the Settlement Agreement as noted on the Execution Page.

14. Amendments.

No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Settlement Agreement will be effective unless evidenced by an instrument in writing signed by the Settling Party against whom enforcement of such amendment, waiver or consent is sought.

15. Separability.

If any provision of this Settlement Agreement is deemed to be invalid or unenforceable, that provision shall be renegotiated and modified so as to give effect to the original intent of the Settling Parties to the maximum extent possible, and in any event the balance of this Settlement Agreement shall remain in full force and effect.

16. Survival of Representations, Warranties and Covenants.

The representations, warranties and covenants contained herein are and will be deemed and construed to be continuing representations, warranties and covenants, and will survive the dates of execution of this Settlement Agreement.

17. Separate Documents.

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Applicable Law.

For purposes of enforcement or interpretation of the provisions of this Settlement Agreement, the Settling Parties agree that the laws of the State of Texas shall be applicable, except to the extent the Settling Parties agree, or a court determines federal law applies to questions arising under CERCLA. The Settling Parties further agree not to contest personal jurisdiction in any court of law located within Harris County, Texas, with respect to litigation brought for such purposes.

19. Entire Agreement.

This Settlement Agreement embodies the entire agreement and understanding of the Settling Parties with respect to the subject matter herein, and supersedes any and all prior agreements, arrangements and understandings entered into with respect to the subject matter herein. This Section 19 is the last section of this Settlement Agreement.

[SIGNATURE PAGE FOLLOWS]

**SETTLEMENT AGREEMENT BETWEEN USOR SITE PRP GROUP
AND CITY OF LA PORTE, TEXAS
FOR THE USOR SITE
EXECUTION PAGE**

IN WITNESS WHEREOF, the Settling Parties hereto enter into this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she has been duly authorized to enter into this Settlement Agreement by the Settling Party or entity on whose behalf it is indicated that the person is signing.

USOR Site PRP Group

By: _____

Dated: _____

Gary D. Justis
Authorized Signatory

Authorized Representative for Notice:

Gary D. Justis
The Justis Law Firm LLC
10955 Lowell Ave.
Suite 520
Overland Park, KS 66210-2336

City of La Porte, Texas

By: _____

Dated: _____

Authorized Representative for Notice:

Exhibit A: USOR Site PRP Group Members

Air Products and Chemicals, Inc.

Air Products LLC, as successor in interest to Air Products, L.P.

Akzo Nobel Functional Chemicals LLC, as successor to Akzo Nobel Polymer Chemicals LLC

Allied Petrochemical, LLC

American Acryl L.P.

American Spring Wire Corporation

American Valve & Hydrant Mfg. Company

Andrews Transport, L.P.

Ashland Inc.

Baker Petrolite Corporation

Baker Hughes Oilfield Operations, Inc.

BASF Corporation

Blentech Corporation

BNSF Railway Company

BP Products North America Inc.

BP Amoco Chemical Company, for and on behalf of BP Solvay Polyethelyne

CenterPoint Energy Houston Electric LLC

Channel Shipyard Company Inc.

Clean Harbors San Leon, Inc. f/k/a/ DuraTherm, Inc.

Cray Valley U.S.A., LLC f/k/a Sartomer Company, Inc.

Crown, Cork & Seal Inc.

DCP Midstream, LP, on behalf of DCP Southeast Texas Plants LLC f/k/a Raywood Gas Plant, LLC

Dana Container, Inc.

Domco Products Texas Inc.

The Dow Chemical Company

Ecolab Inc.

Effective Environmental, Inc.

Enable Pipeline Services, LLC (formerly CenterPoint Energy Pipeline Services)

Ensource Corporation

Enterprise Products Operating LLC on behalf of Enterprise Products Operating, LLC, Enterprise Refined Products Company, LLC, Enterprise TE Products Pipeline Company, LLC, fka TEPPCO, and Enterprise Transportation Company

Ethyl Corporation
Evonik Oil Additives, USA, Inc. (f/k/a Evonik RohMax USA, Inc.)
Explorer Pipeline Company
FMC Technologies, Inc.
Fort Bend Regional Landfill, L.P. by Waste Corporation, L.P., its sole general partner
Garner Environmental Services, Inc.
GATX Corporation
General Dynamics Ordnance and Tactical Systems, Inc.
General Electric Company
Groendyke Transport, Inc.
Hexion Inc. f/k/a Momentive Specialty Chemicals Inc.
Houston Pipe Line Company LP
Hydrocarbon Resource Recovery, L.L.C.
INEOS Polyethylene NA
Innovene Polymers Inc.
Innovene Polyethylene N.A.
InkJet, Inc.
Keith, Inc.
Kern-Liebers Texas, Inc.
KMCO, LLP
KMTEX, LTD.
LBC Houston, L.P.
Leedo Manufacturing
Louisiana-Pacific Corporation
The Lubrizol Corporation
Magellan Terminals Holdings, L.P.
Marathon Petroleum Company LP
MEMC Pasadena, Inc.
Miller Transporters, Inc.
Mitsubishi Caterpillar Forklift America Inc.
Norman Transport, Inc.

National Oilwell Varco LP on behalf of National Oilwell Varco, L.P., Andersgauge USA Inc., Grant Prideco LP, Turboscope, Varco Shaffer, T-3 Energy, Pipeline Valve Specialty, R&M Energy Systems, NOV and Robbins & Myers Energy Systems LP

ONEOK Hydrocarbon Southwest, L.L.C.

O'Rourke Dist. Co., Inc. d/b/a/ Select Environmental

PLT3 Liabilities Holdings, L.P. f/k/a Oxid, L.P.

Pilot Industries of Texas

Powell Industries, Inc.

Powell Electrical Systems, Inc. successor to Powell Electrical Manufacturing Company

Progressive Waste Solutions of TX, Inc.

Quala Systems, Inc. for itself and as the indemnitor of Qualawash Holdings, LLC

Safety Kleen Systems, Inc.

Schlumberger Technology Corporation

Schneider National Bulk Carriers, Inc.

South Coast Terminals LP

Southwest Shipyard, L.P.

Stolt-Nielsen USA Inc.

Styrolution America LLC f/k/a INEOS NOVA LLC and f/k/a INEOS Styrenics LLC

Sun Coast Resources, Inc.

The Sun Products Corporation

Superior Packaging & Distribution, L.P.

Targa Downstream LLC

Targa Midstream Services LLC (f/k/a Dynegy Midstream Services, L.P.)

Texas Barge & Boat, Inc.

Texas Oil and Gathering, Inc.

Texas Tile Manufacturing LLC

Texas United Pipe

Texmark Chemicals, Inc.

TPC Group, LLC

Trimac Transportation Inc. f/k/a Trimac Transportation South Inc.

TT Barge Services Mile 237, LLC

TT Barge Cleaning Mile 183, Inc.

United Airlines, Inc.

United States Steel Corporation

Valero Marketing & Supply Co.

Valero Refining Company – Texas, LP

Valero-Terminaling & Distribution Co.

Vopak Logistics Services USA, Inc. on its own behalf and on behalf of Vopak Terminals Galena Park, Inc.

Walbar, Inc. d/b/a Engine Components Goodrich Corporation

Waste Management of Texas, Inc., on behalf of itself, USA Waste of Texas Landfill, Inc., Cougar Landfill, Inc. and S&J Landfill Limited Partnership

Weatherford U.S., L.P., as predecessor in interest of P Chem, Inc.

Western Waste of Texas, LLC

West Texas Drum Company

A-1 Cleaning Septic Service, LLC
15700 JFK Boulevard, LLC D/B/A Sheraton Houston North
4-Corners BBQ
59 Diner
76 Yale
9717 Chemical Road, Inc.
A&M Contractors, Inc.
A&R Transport, Inc.
A-1 Peterson Plumbing, Inc.
A-1 Smith's Septic Service, Inc.
AAA Cooper Transportation, Inc.
AAA Flexible Pipe Cleaning Co., Inc.
AAR Inc.
Aaron Enterprise, LLP
ABB Inc.
A-Bear Construction, Inc.
Accurate Precision Plating LLC
Accutest Laboratories Gulf Coast, Inc.
ADA Resources, Inc.
Admiral Linen And Uniform Service, Inc.
Advance Logistics
Advanced Disposal Systems, Inc.
Advanced Environmental Services
Advanced Excavation File Services
Advanced Vacuum Services LLC
afayette Cajun Seafood
Affordable Environmental Service LLC
Affordable Environmental Solutions
Aguliar Bros.
Air Transport International, Inc.
Airgas, Inc.
Aisha & Mariam, Inc. D/B/A Marcos Market
Aker Solutions Inc.
Alabama Metal Industries Corp.
Alamo Concrete Products Co.
Alamo Environmental, Inc.
Alamo Petroleum Exchange
Alamo Tamale Co., L.P.
ALASCO Products, Inc.
Alcoa Inc.
Alief Independent School District
Alliance International Forwarders, Inc.
Alliance Pastex, LLC
Alliance Processors, Inc.
Allied Grease Services
Allison Enterprises, Inc.
Allrig Inc.
Aloha Richmond, LLC D/B/A Sam's Boat
Alpha Machine

Alpha Technical Services Corporation, LC
Alternative Waste Solutions, Inc.
Altivia Corp.
Alvin Chemical Inc.
American Air Liquide Holdings, Inc.
American Electric Power Co., Inc.
American Tietek, LLC
Americlean
Ameridrives
Amity Fellowserve Of Katy, Inc. D/B/A Katyville Healthcare Center
AMOT Controls Corp.
AMREP, Inc.
AMTEC
Analytical Services, Inc.
Anderson Pollution Control, Inc.
Angel Brothers Enterprises, Ltd.
Angelica Textile Services, Inc.
Any Time Septic & Grease
A-One Chemicals & Equipment Company, Inc.
APAC Texas, Inc.
Apache Global Painting, Inc.
Apache Services, Inc.
Apple Auto Repair & Body Shop
Approved Oil Services LLC
Approved Remediation & Recycling Of Oil Waste, Inc.
Aqua Solutions, Inc.
Aqua Solutions, Inc.
Aramco Services Co.
Arby's Restaurant Group, Inc.
ARC Ent
Armadillo Cleaners Inc.
Armadillo Cleaners Inc.
Arnold Transportation Services, Inc.
Arrow Recycling
ASAP Motors
At Systems
AT&T, Inc.
Atlantic Aviation FBO, Inc.
Atlantic Trading & Marketing Inc.
Atlas Texas Food & Beverages LLC D/B/A DNR Turkish Grill
Aunt Bea's Restaurant
Austin
Autobuses Ejecutivos L.L.C.
Autocheck Franchising Systems, LLC
Autocheck Nine
A-VAC Septic Service, L.L.C.
AVIS Rent A Car System, LLC
AWC Frac Valves Inc.

Axalta Powder Coating Systems USA, Inc.
AXYS Industrial Solutions, Inc.
Aztec Energy Partners, Inc.
B Plus L Technologies, Inc.
B&B Corner Corporation D/B/A Hong Kong Super Market
B. Meyer Trucking, LLC
B.W. Associates Inc. D/B/A Palm Restaurant
Baba Yega Restaurant Corp.
BAE Systems Tactical Vehicle Systems Lp
Baker & Lawson, Inc. D/B/A B&L Technologies
Balfour Beatty Infrastructure, Inc.
Barrier Equipment, Inc.
Basic Energy Services, LP
Bay Area Env
Bay Area Industrial Contractors, LP
Bayou City Environmental Services, LP
Bayport Chemical Service, Inc.
Baytown Energy Center LLC
BB Star East, Inc. D/B/A East Star Chinese Buffet And Sushi Bar
BC&L Pavement Services, Inc.
Bealine Service Co., Inc.
Beauchan Rail Services LC
Beaumont Iron & Metal Corp.
Beauty Elite Group, Inc.
Ben Taub Hospital
Benchmark Development, Inc.
Benchmark Distribution Services, LLC
Berenson Associates, Inc.
Berg Environmental Services, Inc.
Beso, LLC
Best Rate Septic Service
Best Redi-Mix Concrete Pumping, Inc.
Best Sand & Redi-Mix Co., Inc.
Betos Hydro And Sanitation
Bico Drilling Tools, Inc.
Big Daddy's BBQ
Bilfinger Tepsco Inc.
Billy's Donuts
BJ's Restaurants, Inc. D/B/A BJ's Brewhouse Inc.
Black Labrador Pub, Inc. D/B/A Black Labrador Pub
Blackhawk Management Corp.
Blast Environmental & Industrial Services Inc.
Bludworth Marine, L.L.C.
Blue Marlin Laser Wash, LLC
Blue Marlin LLC D/B/A Blue Marlin Construction
Blue Marlin Logistics LLC
BNC Services Corp.

BNC Ventures, Inc. D/B/A Barry's Pizza
Boaters' Resale Shop Of Texas
Bolivar Barge Cleaning Service, LLC
Bombay Sweets & Vegetarian Restaurant
Boxer Property Management Corp.
BPI Realty Services, Inc.
Brazoria County Mosquito District
Brazos Valley Energy LLC
Bredero Price Co.
Brennan's Of Houston, Inc.
Bridgeland Development, LP
Brinker International, Inc.
British Pubs, LC D/B/A Red Lion
Brookdale Senior Living Inc.
Brookfield Properties Corp.
Brothers Pizzeria, Inc.
BSMP Inc.
Buffalo Grille, Inc.
Buffets, LLC D/B/A Ryan's
Burger Tex
Burzynski Research Institute, Inc.
C Chang, Inc. D/B/A Eastern Chinese Restaurant
C&F Tool & Die Co.
C&H Die Casting, Inc.
C.R. McCaskill Enterprises, Inc. D/B/A Tideland Grease Trap Service
Cajun Operating Company D/B/A Church's Chicken
CALCO Marketing, Inc.
Calderon Foods Inc. D/B/A Pan Riko Bakery
Caldwell Environmental Inc.
Calgon Carbon Corp.
Calpine Corp.
Cameron International Corp.
Cameron Iron Works
Cameron Rig Solutions, Inc.
Campbell
Canrig Drilling Technology Ltd.
Capital City Container
Capitan Trading Co., Inc. D/B/A Mr. Pumper Sewer Service
Car Spa, Inc.
Car Spa, Inc.
Cardno PPI Technology Services, LLC
Cargill, Inc.
Carillo Brothers Auto Sales, Inc.
Carillo Brothers Corp.
Carlos Jones Trucking
Carrillo Brothers Beefmasters
Cavazos Environmental Inc.

CB&I Inc.
CC & YY Corporation D/B/A Mannie's Seafood Market Restaurant
CEDA, Inc.
Cedar Processing, Inc.
Cedarwood Development, Inc. D/B/A Cedarwood Development Of Texas, Inc.
Centex
Centex Materials, LLC
Centurion Pipeline L.P.
Century Asphalt Materials
CG Chemical Cleaning
Champ Burger
Champion Auto Auction
Champion Drilling
Char Burger
Charles Holston, Inc. D/B/A Gibson Environmental Services
Charlie's Deli
Chem One Ltd.
Chemetall Us, Inc.
Chemical Cleaning Inc.
Chemical Transport, Inc.
Chemstation International, Inc.
Cherry Demolition, Inc.
Cherry Top Bakery
Chilos Seafood Restaurant, Inc.
China Doll Restaurant
China Garden
Christus St. Elizabeth Hospital
CIBO, Inc. D/B/A Damian's Cucina Italiana
Cici's Enterprises, LP D/B/A Cici's Pizza
Citgas Car Wash
Citgo Petroleum Corp.
City Of Bryan, Texas
City Of Conroe, Texas
City Of Freeport, Texas
City Of La Marque, Texas
City Of La Porte, Texas
City Of Orange, Texas
City Of Pasadena, Texas
City Of Weatherford, Texas
City Waste, L.P.
CKG Services LLC
CKG Services LLC
Clarewood House, Inc.
Clark Freight Lines, Inc.
Clearwater International, L.L.C.
CLP Chemicals L.P.
CLP Resources, Inc.

Coach USA, Inc.
Coal City Cob Co., Inc.
Coastal Chemical Co., LLC
Coastal Corrosion Control, Inc.
Coastal Transport Co., Inc.
Cole Chemical & Distributing, Inc.
Cole Distributing, Inc.
Colonial House Of Sandwiches
Comerica, Inc.
Compleat Cuisine, Inc.
Concrete Producers Solutions, Inc.
Conestoga-Rovers & Associates Inc.
Conn's Service Center, Inc.
Conn's, Inc.
Conrad Orange Shipyard, Inc.
Consolidated Restaurant Operations, Inc.
Consolidated Waste, LLC D/B/A Liquid Waste Solutions
Construction Masters Of Houston, Inc.
Container/Cargo By Barge #1 L.P.
Contractor Technology Industries LLC
Control Solutions, Inc.
Cooper Energy Services
Cooper Energy, Inc.
Corrpro Companies, Inc.
Corsitech, Inc.
Costco Wholesale Corporation
Cotrans, Inc. D/B/A CTI
Cougar Landfill, Inc.
Country Crafters
Cowboy Ranch, Grill And Cantina, Inc.
Crestwood Equity Partners LP
Crystal Warehouse Corp.
CTI Trucking LLC
CTYD III Corporation D/B/A Courtyard By Marriott
Curran International, Inc.
Curran/Truck Washing
Custom Air Products & Services, Inc.
Custom Rubber Products, LLC
Cut-Rate Vacuum Service, Inc.
CVS Caremark Corp.
D&J Morales Bakery
D&S Trucking
D. Houston, Inc. D/B/A Treasures
D.S. Anthony & Sons, Inc.
Dallas Chemical Technologies, Inc.
Dana Transport, Inc.
Dang & Sons, Inc.

Dan-Loc Bolt & Gasket Co.
Danny Herman Trucking, Inc.
David Stauffer Pipe Services, Inc.
Davis Industries, LLC
Day International Inc.
Daymark Properties Realty, Inc.
Dean Talkington
Debusk Industrial Services Co. LLC
Deep South Coating
Deer Park Energy Center LLC
Dejean Construction Co. Inc.
Del Pueblo Restaurant Group, Inc. D/B/A Del Pueblo Mexican Restaurant
Deli Management, Inc. D/B/A Jason's Deli
Delta Centrifugal, LLC
Delta Petroleum Co., Inc.
Delta Specialty Coatings LLC
Demontrond Buick Company D/B/A Demontrond Automotive Group, Inc.
Dent Removers, Inc. D/B/A Texas Car Wash
Deposition Technology Inc.
Derichebourg Recycling USA, Inc.
Devries, Inc.
DFO, LLC
DG Marine Transportation, LLC
Dhawk Grease Trap Co.
D-Hawk Grease Trap Co.
D-Hawk Grease Trap Co.
Dimassi's Mediterranean Buffet
dler Tank Rentals, LLC
DNOW, L.P.
Dollar Thrifty Automotive Group, Inc.
Dome Hydrocarbons, L.C.
Domino's Pizza LLC
Don Pico's Mexican Restaurant
Donald Keener
Donovan Industrial Service, LLC
Donut Time
Double A Management, Inc.
Double Aces Transport
Dow Machinery Corp.
Doyle's Delicatessen, Inc. D/B/A Doyle's Restaurant
DPJ Serra, Inc. D/B/A Fiesta Tacos
Drane Ranger Vacuum Service
DREFCO, Inc. D/B/A Go West Fabricators
Dresser-Rand Co.
Droubi's Bakery & Deli, Inc.
DS Services Of America, Inc.
DSA Coatings, Inc. D/B/A Deep South Coatings

DSMM, Inc. D/B/A Pop Supermarket
Dual Trucking Inc.
Duoline Technologies, LLC
Durek Investments, Inc.
E.P. Brady, Ltd.
E.S.R. Electronics, Inc.
Eagle Construction And Environmental Services, LLC D/B/A SWS Environmental Services
Eagle Orange
Eagle Transportation Services Co.
Earth Material Services LLC
East West Bancorp, Inc.
Eco Mud Disposal
Eco Recycling Systems Ltd.
Economic Environmental Services, Inc.
ED&F Man Liquid Products LLC
El Imperial Mexican Restaurants, Inc. D/B/A El Imperial Mexican Restaurant
El Palenque Mexican Restaurant And Cantina, Inc. D/B/A Fiesta En Guadalajara
El Papaturreo
El Quetzal Bakery & Restaurant
El Taquito Meat Market Inc.
Elgni Resource Development, LLC
Elite Environmental & Safety Services, Inc.
EMCO Energy Ventures, Inc.
Empire Restaurants, LP D/B/A Empire Café
Empire Truck Lines, Inc.
Energy Power, Inc.
Enermech Mechanical Services, Inc.
Enterprise Operating Company D/B/A The St. James Restaurant & Cabaret
Enviro Clean
Envirologistics, Lp
Environ Express Laboratories, Inc.
Environeering, Inc.
Environmental Corrections Corp.
Environmental Disposal Solutions, Inc.
Environmental Earth-Wise, Inc.
Enviro-Vac, Ltd.
ERP Operating Limited Partnership
Esco Marine Inc.
Estes Express Lines
Ethyl Acrylate
Ethyl Corporation
E-Transport Carriers, Inc.
etrofuels Quality Marketing, LP
European Bakery Group, Inc. D/B/A Ashcraft Bakery
Evans Industries, Inc.
Everest Valve Co.
Evergreen Environmental Services, LLC D/B/A Evergreen Industrial Services

Evergreen Vacuum Service, LLC
Everready Environmental Vacuum Service LLC
exa Pak, LLC (as an alternative to Cole Chemical & Distributing, Inc.)
Excel Industrial Group, LLC
Excellent Inc. D/B/A Kwiks Top
Expert Vacuum
Exterran Energy Solutions, L.P.
F&E Scrap Metal
Fam Marine Services, Inc.
Famous Wok USA, Inc.
Farouk Systems, Inc.
Farrell Wings, Inc. D/B/A Wings 'N Things
Field Service
Firebird Bulk Carriers, Inc.
Fired Up, Inc.
First National Bank Group, Inc.
First United Methodist Church of Houston
First Wave Marine, Inc.
Fisher Oil & Recycling Services
Flan Ex Transportation
Flex Oil Service, LLC
Florida Marine Transporters, Inc.
Flowers Baking Co. of San Antonio, LLC
Fluid Sealing Products, Inc.
Foley's
Foodliner, Inc.
Formosa Plastics Corp., U.S.A.
Fortis International, Inc.
Four Seasons Hotel Houston
Four Way Tank Trucks, Inc.
Frank's Grill
FugromcClelland Marine Geosciences, Inc.
Fullers, Inc. Of Baytown
Fulton Washateria
Future Environmental Systems, Inc.
G&S Machine Inc.
G. Torres, Inc. D/B/A La Tapatia Taqueria Mexican Cafe
G6 Hospitality LLC
Galleria
Galveston Bay Biodiesel, LP
Galveston County Water Control And Improvement District No. 1
Garlock Sealing Technologies, LLC
Gator Environmental & Rentals, Inc.
Gator Junction Inc. D/B/A Gator Junction BBQ
GC Remediation, Ltd.
GC Remediation, Ltd.
George's Pizzeria & Italian Cuisine

Gerardo's Drive Inn Grocery
Gerdau Ameristeel US Inc.
Gilbralter Industries, Inc.
Gillman, Inc. D/B/A Gillman Honda
Glenborough
Glendale Boat Works, Inc.
Global Crossing Telecommunications, Inc.
GMY, Ltd.
Go West Fabricators & Rig Star, Inc.
Golden Opportunity Recycling Service
Golden Seafood House
Goodgames Industrial Solutions, LLC
Goodman Manufacturing Co., L.P.
Gorham Export Packing, LLC
Grand Parkway Doctors Center
Grease Recyclers Co-Op
Greene's Energy Group, LLC
Greenhunter Biofuels, Inc.
Greenhunter Resources, Inc.
Greif, Inc.
Grentek Inc.
Greystar Corp.
Greystar Real Estate Partners, Llc
Griggs Auto Center
Grisby's, Inc.
Groves Equipment Rental Co., Inc.
Gruma Corporation D/B/A Mission Foods Corp.
GSF Energy, LLC
Guad. No. 4-Fountains, Ltd. D/B/A Guadalajara Hacienda
Gulbrandsen Technologies Inc.
Gulf Bayport Chemicals L.P.
Gulf Coast
Gulf Coast Oil Recycling
Gulf Coast Waste Disposal Authority
Gulf States Environmental Solutions, Inc.
Gulf States Toyota, Inc.
Gulf States Tube, LLC
Gulf Stream Marine, Inc.
Gulfmark Energy, Inc.
H&A Trucking, Inc.
H&H Oil, L.P
H.O.T. Transport, Ltd.
H.R. Richards Cajun Restaurant LLC D/B/A Richards Cajun Restaurant
H2o Industrial Services, LLC
Halliburton Co.
Halliburton Energy Services, Inc.
Hanson Pipe & Precast LLC

Harcros Chemicals Inc.
Harris County Hospital District D/B/A Harris Health System
Harris County Sports & Convention Corp.
Harris County, Texas
HARTZ Franchise Restaurants, Ltd.
The Frost National Bank
HEB Grocery Co., LP
Heidmar Inc.
Hellyer Transmission & Automotive
Helmerich & Payne International Drilling Co.
Hercules Offshore, Inc.
Hereaus Amersil Inc.
Herman Johnson Trucking, LLC
Herman Trucking Co.
Hernandez TX Taco Express
HFOTCO LLC D/B/A Houston Fuel Oil Terminal Co.
HGM Products Group, LLC
Hickory Hollow Restaurant & Catering
Hide Exporters Of Texas, Inc.
High Island Petrochemical, LLC
Highland Threads, Inc.
Highway Transport, Inc.
Hilton Worldwide, Inc. Hoerbiger Corp. Of America Inc.
Hippo Waste Systems, LLC
Hird Coast Packaging, Inc.
HMHTTC Response, Inc.
HMS
Ho Ho Ho Express Inc.
Hoerbiger Service Inc.
Holcomb Environmental Oil Services LLC
Holman Shipping, Inc.
Holman Springs
Honing
Houma Armature Works Houston, LLC
Houston Airport System
Houston Area Women's Center, Inc.
Houston Chemical Services Inc.
Houston Comedy, L.P. D/B/A Improv Comedy Club & Restaurant
Houston Community College
Houston Engine & Balancing Service
Houston Enviro Services LLC
Houston Harris County Septic Tank Service
Houston Independent School District
Houston International Terminal, Inc.
Houston Motor Speedway Corp.
Houston Pennzoil Place L.P.
Houston Shutters LLC

Houston Unlimited, Inc.
Hoyer Global (USA), Inc.
HR Recovery
HRD Corp. D/B/A Marcus Oil & Chemical
Hsiang E Enterprise, LLC D/B/A Sasaki Japanese Restaurant
Huffman Independent School District
Hulcher Services Inc.
Humble Elevator Service, Inc.
Hunan River Bistro Chinese Cuisine
Hydro Resources, Inc.
Hydro Tank Inc.
Hydrocarbon Resource Recovery L.L.C.
Hydrochem LLC
IBEX Chemicals, Inc.
idal Tank, Inc.
Ignite Restaurant Group
Industrial Chemicals, Inc.
Industrial Fuel Services, Inc.
Industrial Solutions
Infrastructure Services, Inc.
Inman Texas Co., Inc.
Inter Biofuels
International Bancshares Corp.
International Bank Of Commerce
International Paper Co.
International Restaurant Management Group, Inc.
International Ship Repair & Marine Services, Inc.
Intertek USA Inc.
Intra Services Inc.
IPSCO Koppel Tubulars, L.L.C.
IPSCO, Koppel Tubulars, L.L.C.
Irby Lane Associates, Ltd. D/B/A Parkwood Apartments
ISI Contracting, Inc.
Italian Cultural & Community Center Of Houston
J&D Oil Service
J&R Wastewater Services Inc. D/B/A J&R Services
J.A.M. Distributing Co.
J.C. Penney Co., Inc.
J.J. Shelton
J.L. Proler Iron & Steel Co.
J.L.H. Automotive, Ltd. D/B/A Jeff Haas Mazda
Jacobs Engineering Group Inc.
JDST, Inc. D/B/A Sol Supermarket
Jeff's Kitchen, Meat Market And Smoke House
JETCO Delivery, Inc.
Jiffy Lube
John's Broiler Burger

Johnny's Transport
Johnson Interests, Inc.
Jones Bros., Inc.
Jones Contractors
Jones Oil, Inc.
JPMorgan Chase & Co.
JT Oilfield Manufacturing Co. Inc.
JTB Recycling Facility, Inc.
K-3 Resources, L.P. D/B/A K- 3bmi
Kansas City Southern Railway Co.
Karen & Karen, Inc. D/B/A Piatto Ristorante
Katy Independent School District
Kb International LLC
KBR, Inc.
KD Oilfield Services, Inc.
Keiser Manufacturing, Inc.
Kelly-Springfield
KEMCO-Hunter Chemical Co.
Kemp
Kennedy Wilson Holdings, Inc.
Ketone Telon
Kewanee Scientific Corp.
Key Energy Services, Inc.
Keyaan LLC D/B/A Monterrey Food City
Keystone Shipping Co.
KHSS Ventures, Inc. D/B/A Skillet's
Kindra Environmental Enterprises, Inc. D/B/A J&R Services
Kinetic Concepts, Inc.
Kirby Inland Marine, LP
Kirby's Steakhouse, Ltd.
Klemp Corp.
KLN Manufacturing, LLC
Koch Heat Transfer Co., LP
Koch Knight LLC.
Kodiak Environmental
Kone Inc.
K-SOLV, LP
KSRY Food Chain Enterprise, Inc. D/B/A China Stix
Kubco Decanter Services, Inc.
Kullman Express Inc.
Kurumaya Restaurant, Ltd. D/B/A Sushi Jin
Kwik Kar Lube & Tune Of Galveston
La Baguette French Bakery
La Casa Del Cabrito Mexican Restaurant & Bar
La Colombe D'or Restaurant And Hotel, LLC
La Marque Independent School District
La Moreliana, Corp. D/B/A La Moreliana Meat Market

La Pupusa Loca Restaurant
La Utilities
Labarge Coating, Llc
Laboratory Corp. Of America Holdings
Lambo Inc. D/B/A Lam Bo
Larry Enderli
Larry's Bar-B-Q
Las Hadas Mexican Restaurant, Inc.
Latipac Commercial, Inc.
Lazeeza Restaurant
Le Cep, Inc. D/B/A Bistro Le Cep
League City, Texas
Legacee International Environmental Services, Inc. D/B/A Texas Waste Carriers
Legacy Partners
Lei Rone Engineers, Ltd.
LEL Environmental, Ltd.
Lewis' Acres Service, Inc.
LH Neat Services, LLC D/B/A Kim Hai Chinese And Vietnamese
Liberty Forge, Inc.
Life Care Centers Of America, Inc.
Lighthouse Environmental Services, Inc.
Lighthouse Petroleum, Inc.
Lin Ho Company D/B/A The Pie Factory
Linh Anh Investments, Inc. D/B/A A Ly Oriental Food Restaurant
Lion Industrial Resources, Inc.
Liquid Environmental Solutions Of Texas, LLC
Liquid Express, Inc.
Liquid Waste Solutions
LKQ Corp.
Lockheed Martin Corporation
Lola's Enterprises Corp. D/B/A Sage 400 Japanese Cuisine
Lone Star Fasteners L.P.
Lone Star Heat Treating Corp.
Lone Star Truck Center
Lonestar
Lonestar Ecology LLC
Lord & Taylor, LLC
Los Cucos Mexican Cafe, Inc.
Los Gallitos Mexican Cafe li, Inc.
Louisiana Chemical Equipment Co., L.L.C.
Lug-Ajug
Luni Castle
M&M Protection, LLC
M/V Faffa
MA CGM (America) LLC
Macgregor Apartments
Mack's

Mack's Standard Transmission, Inc.
Mai Tran, Inc. D/B/A Danny's Café & Grill
Malin International Ship Repair & Drydock, Inc.
Mama's Oven
Manchester Terminal Corp.
Mantega Ltd.
Maria Selma Restaurant, LLC
Mark Dennard Enterprises, Inc. D/B/A Wings 'N More
Market Truck Stop, Inc. D/B/A Texas Truck Stop
Marshall Gas
Martin Midstream Partners L.P.
Martin Operating Partnership L.P.
Martin Preferred Foods, LP D/B/A Martin Food Service Co.
Martin Pulido Trucking Inc.
Martin Resource Management Corp.
Martin Transport, Inc.
Massey Industries Inc.
Masterhalco, Inc.
Masters Resources, LLC
Matagorda County Navigation District No. 1
Matheson Tri-Gas, Inc.
Matte Industrial Services, LLC
Maverick Oil
Maverick Tube Corp.
Mayuri India Cuisine, Inc. D/B/A Mayuri Indian Restaurant
Mb Western Industrial Contracting Co.
Mccarthy Building Companies, Inc.
Mcclintock Corp.
MDI Superfund Site
MECX, LP
Merit Energy Co., LLC
MES
Metal Railing Of America, Inc.
Metrix Inc.
Metrix Instrument Co., L.P.
Metro
Metro Grease Service LLC
Metro Pcs
Metton America, Inc.
Mexico Lindo Market
M-I Swaco
Mi Tiempo Corp. D/B/A Mi Favorita Meat Market No. 2
Michael Angelo's Gourmet Foods, Inc.
Midstate Environmental Services, LP
Midtown Redevelopment Authority
Midwest Industrial Supply, Inc.
Mike's Soft Touch Inc.

Milena Inc. D/B/A Da Marco
Miller Transporters, Inc.
Millercoors LLC
Miller's Cafe
Millinium Industries
Milstead Automotive, Ltd.
Milstead Management, LLC
Missouri City, Texas
Mistral Inc. D/B/A Café Rabelais
Mitchell Crane Rental, Inc.
Mitsui & Co. (U.S.A.), Inc.
MMJ Industries, Inc. F/K/A Custom Ecology, Inc.
Mo Better Meat Company Inc.
Moeller's Bakery, Inc.
Monterey's Acquisition Corp. D/B/A Monterey's Little Mexico
Montgomery County, Texas
Monument Inn, Inc. D/B/A Monument Inn Restaurant
Moody Gardens, Inc.
Moon Palace, Inc.
Moore Control Systems, Inc.
Morco Testing
Morgan Oil Co.
Mr. Pumper
MTI Environmental LLC
MTI Services, LLC
Munoz Enterprises, Inc.
Muto Technology, Inc.
MW
MWH Constructors
Myung Dong Restaurant
Mztech, Inc. D/B/A UTS Environmental
NAMPAC
NAOR
Nations Rent
NCCARAR
New Chinese Star Restaurant Inc. D/B/A Chinese Star Restaurant
New Era
New Texas Research Group Inc.
New York Pizzeria, Inc.
Newpark Drilling Fluids LLC
Newton County, Texas
Nighthawk Transport, Inc.
Nikjiki Inc. D/B/A Ginza Japanese Restaurant
Nippon Restaurant, Inc.
NMM Enterprises, Inc.
Noltex, LLC
Norson Services LLC

North American Marine, Inc.
North American Oil
North American Packaging Corp.
Northgate Country Club Management, LLC
Nortran Transportation
Norwoodrcc
Nucor Corp.
OCLP South Coatings
Oil Mop LLC
Oil Patch Transportation, Inc.
Oil Process & Pipeline Services
Oilfield-Electricmarine, Inc.
Olympia Bread Concepts Corp. D/B/A Stone Mill Bakers
Olympic Pools, Inc. D/B/A Olympic Pools & Spas
One Center
One Source Manufacturing Technology, LLC
Onion Creek, LLC D/B/A Onion Creek
Original Napoli Flying Pizza & Italian Restaurant, Inc.
Otto Marine Enterprises Inc.
Palm Commodities International, LLC
Pan-Glo Services, LLC
Papa Mex
Paradigm Plastics, LP
PARC Condominium Association
Park Iv Commercial Complex Property Owners Association
Parker Hannifin Corp.
Parker Windham, Ltd.
Parsons Government Support Services, Inc.
Pathfinder Energy, Inc.
Patrenella's Restaurant, Inc.
Patty Oil Service
PCM, Inc.
Pearland Independent School District
Peifon Food USA, Inc. D/B/A Southern Noodle Company, Inc.
Pelican Island Storage Terminal, LLC
Pelican Offshore
Pelican Waste Services, Inc.
Peligrin, Ltd.
Penn Maritime Inc.
Pennzoil-Quaker State Co.
Penske Corp.
Penske Truck Leasing Co., L.P.
Pentair Valves & Controls Us LP D/B/A Tyco Flow Control
PEPI Corp. D/B/A Alonti Café & Catering
Pepper-Lawson Construction, L.P.
Perko Log
Petroleum Analyzer Co. L.P.

Petroleum Wholesale, L.P. D/B/A Sunmart
Philip Reclamation Services, Houston, LLC
Phoenix Oil, Inc.
Phoenix Pollution Control & Environmental Services, Inc.
Pho's Investment Inc. D/B/A Chinese Wok
Pick A Part Auto Wrecking, L.P.
Pilot Travel Centers LLC
Pinch Flatbed, Inc.
Pinnacle Health Facilities XV, LP D/B/A Briarwood Nursing & Rehabilitation
Pipe Specialty
Pipeline Realty Co.
Pipestream, Inc.
Plainscapital Bank
Plant Performance Services LLC
Pollo Riko, Inc.
Polymer Chemistry Innovations, Inc.
Poom Thai, Inc. D/B/A Nit Noi Thai Restaurant
Port Of Houston Authority
Praxair, Inc.
Pre Field Services Inc.
Precision Energy Services, Inc. D/B/A Computalog
Premier Cash Inc. D/B/A Just Oxtails Soul Food And Forty Weight Gravy
Pride And Power Inc.
Prince's Hamburgers
Printpack, Inc.
Professional Air Systems, Inc.
Proler Southwest Corp.
Pronto Cucinino, L.P.
PSC Industrial Outsourcing, LP
PSC Industrial Outsourcing, LP
PSC Industrial Services, LP
PSC, LLC
Public Sanitary Works, Inc.
Puffer-Sweiven LP
Pulido Trucking, LP
PWT Enterprises, Inc. D/B/A King Kleen Car Wash
Quality Electric Steel Castings, LP
Quality Environmental Services, Inc.
Questvapco Corp.
R.I.J. Industries Inc. D/B/A Port Cafe
Racetrac Petroleum, Inc.
Railcar
Railroad Commission Of Texas
Randall's Food Markets, Inc.
Ray Bellew & Sons, Inc.
RCI
RCSS, LLC D/B/A Redondo Manufacturing

Reactor Services International, Inc.
Recovermax Services, LP
Red Lobster Management LLC
Reggae Hut Café
Regio Vacuum Service, Inc.
Reliant Restaurants, Inc. D/B/A Marco's Mexican Bar & Grill
Rem Research Group, Inc.
Rescar Companies, Inc.
Resolve Marine Group, Inc.
Rexburg
Rice Epicurean Markets, LLC
Rice University
Rigid Global Buildings LLC
Rioverde Taqueria Y Restaurante
Ritchie Bros. Auctioneers (America) Inc.
Riva's Italian Restaurant And Bar
Rivas/Garcia, Inc. D/B/A Gabacho's Mexican Grill
Riviana Foods Inc.
Robbie D. Wood, Inc.
Robbins & Myers Energy Systems LP
Rocktenn CP, LLC
Rockwater Energy Solutions, Inc.
Rolled Alloys, Inc.
Romano's Flying Pizza & Pasta, Inc. D/B/A Romano's Pizza
Romtex Enterprises, Inc.
Rone Engineering Services, Ltd.
Rosenburg
Round Rock Independent School District
Rouse
RTI International Metals, Inc.
Ruchi's El Rincon De Mexico Grill
Ruff Corp.
Ruman Adem, Inc. D/B/A Pan Du Jour
Rust Scale
S Waste Industries, Inc.
S&B Engineers And Constructors, Ltd.
S&K Petroleum Transportation, Inc.
S. Holcomb Enterprises, Inc. D/B/A Holcomb Oil Recycling
Sachem, Inc.
Safari Restaurant
Safe Renewables Corp.
Salzgitter Mannesmann Stainless Tubes USA, Inc.
Sambuca Houston, L.P.
Sandwich King, Inc.
Savaseniorcare, LLC
Sbarro LLC
SBBQ Operations, LLC

Schabuett, Inc. D/B/A Roland's Swiss Pastry & Bakery
Schultz Bros., Inc.
Sea Challenger Corp.
Seafood Corner
Sears Holdings Corporation
Seatex, Ltd.
Semasys, Inc.
Semgroup Corp.
Separation And Recovery Systems, LLC
Serco Construction Group, Ltd.
Set Environmental, Inc.
Severn Trent Services
Shawcor Pipe Protection, LLC
Sheldon Independent School District
Shell Oil Co.
Shelly Donuts
Shelton Services Inc.
Shipley Do-Nut Flour & Supply Co., Inc.
Shippers Stevedoring Co.
Shire, Inc. D/B/A Hobbit Cafe
Shyama Enterprises, Inc. D/B/A Flagship Auto/Truck Stop
Sigmagenosys Of Texas LLC
Silverado Senior Living, Inc.
SK Transportation Inc.
Sk Ztex Llc D/B/A Steakountry Buffet
Smart Pipe Co., Inc.
Smith & Co.
Smith Systems Transportation, Inc.
SMJ Trucking
South Atlantic Services, Inc.
South Beach Pools, LLC
South Coast Terminals
Southern Core Supply, Inc.
Southern Discount Vacuum Service
Southern Heat Exchanger Services, Inc.
Southern Technologies Inc.
Southern Technologies Services
Southwaste Disposal, LLC
Southwest Galvanizing
Southwest LTC-Gulf Healthcare, Ltd. D/B/A Gulf Healthcare Center
Spaghetti Warehouse Restaurants, Inc.
Spareribs, Inc. D/B/A Pizzitola's Barb- Que
Sparkler Filters, Inc.
Specialized Maintenance Services, Inc.
Specialized Waste Systems, Inc.
Specialty Chemical Products, Inc.
Specialty Metal Finishing, Inc.

Specialty Restaurants Corp. D/B/A Brady's Landing
Specialty Retailers, Inc.
Speed & Sport Chrome Plating, Inc.
Splish Splash
Spring Branch Independent School District
Sprint Waste Services LP
SPX Corp.
St. Giles Living Centers, Inc.
Stan Shah Corporation, Inc. D/B/A JD's Little Store
Star Texas Truck & Fabrication, Inc.
STARCO Energy GP, LLC
Steamboat Bill's, Inc.
Stephen F. Austin State University
Steve South
Steve Wier, Inc. D/B/A Wier Enterprises
Stewart & Stevenson LLC
Stress Engineering Services, Inc.
Striping Unlimited Corp.
Suburban Propane, L.P.
Sugarland Petroleum, Inc.
Sulzer Pumps (US) Inc.
Sun Coast Resources, Inc.
Sunbelt Rentals, Inc.
Sunbelt Steel Texas, Inc.
Suncoast Chemicals, Inc.
Sundance Fuels, Ltd.
Suntech
Super Lopez Food Products And Tortilla Factory Inc.
Swanson Subway
Syntech Chemicals, Inc.
Sysco Houston, Inc.
Sysco Louisiana Seafood LLC D/B/A Louisiana Foods Global Seafood Source
T&L Environmental Services, Inc.
Tajindia, Inc. D/B/A Taj India Restaurant
Tap, Inc. D/B/A Big K Environmental
Taqueria "La Favorita"
Taqueria Cancun
Taqueria El Altano No. 1 Inc. D/B/A Taqueria El Altano
Taqueria El Jimador
Taqueria El Sol De Jalisco
Taqueria Las Llardas Mexican Restaurant, Inc.
Taquerias Los Charros, Inc.
TAS Construction
Tasker Capital Corp.
Tasker Products Corp.
Tauber Oil Co.
Taylor Press Products Co.

TBC Brinadd International, LLC
Teadit N.A., Inc.
Tecate CC Town, LLC D/B/A Tecate Mexican Restaurant & Cantina
Tell Manufacturing, Inc.
Teloloapan Meat Markets, Inc.
Tenaris Coiled Tubes LLC
Teodoro Hinojosa, Inc. D/B/A Het Environmental
Tesco Corp.
Tetra Tech, Inc.
Tex Environmental Express
Texaco Inc.
Texas A&M University
Texas City Independent School District
Texas Commission On Environmental Quality
Texas Couplings, L.P.
Texas Department Of Criminal Justice
Texas Department Of Transportation
Texas Ezpawn, L.P. D/B/A Ezpawn
Texas General Land Office
Texas Grease Acquisitions, LLC D/B/A A-Affordable Vacuum Services
Texas Industrial Radiator, Inc.
Texas International Box Co.
Texas International Box Company & Rentals, Inc.
Texas K&N International, Inc. D/B/A Hungry Farmer Barbecue
Texas Medical Center Corp.
Texas Pan Service Inc.
Texas Racquet & Spa, Inc. D/B/A Westside Tennis Club
Texas Southern University
Texas State University System
Texas Steel Conversion, Inc.
Texas Sterling Construction Co.
Texas Tamale Co., Inc.
Texas Truck Stop
Texas Waste Management
Texas Waste Services
Texas Water Management LLC
Tex-Tube Co.
TFC Consultants, Inc. D/B/A Fu's Garden
Tgsnopec Geophysical Co. D/B/A Tgsnopec Corp.
Thai Gourmet, Inc. D/B/A Thai Gourmet Restaurant
The Advent Group, LLC
The Bake Shoppe & Café
The Boat Shed
The Breakfast Klub, Inc.
The Candy Wrappers, LLC D/B/A The Chocolate Bar
The Commodore On The Beach
The Dallas Group Of America, Inc.

The Dillard Anderson Group
The Downtown Club, Inc.
The Finger Companies Inc.
The Houston Club
The Houston Housing Authority
The Lodge At Walden, Inc.
The Lone Star Heat Products, Inc.
The Meadows Group, LLC
The Palms Apartments
The Planet
The Pyramid Community Development Corporation D/B/A The Power Center
The Quizno's Master LLC
The Rectorseal Corp.
The Stanley Group, Inc. D/B/A Kwik Kar Lube & Tune On Broadway
The Sweet Lake Land & Oil Co., LLC
The University Of Texas System
The Woodlands County Club
Thermal Energy Corp.
Thermal Seal Inc.
Therma-Tru Corp.
Thiem Hung Bakery
Thomas Petroleum, LLC
Thomason Family Corp.
Three Brothers Bakery, Inc.
Three Gringos Restaurant Consultants, Inc. D/B/A Fajita Flats
Thyssenkrupp North America, Inc.
Tideport Distributing, Inc.
Tidewater Inc.
Tierra Viva Inc. D/B/A El Pueblito Patio And Mango's Cantina
Tioman Island, Inc. D/B/A Far East Chinese Restaurant
Tiona Truck Line, Inc.
Tito's Taco Shop
TMC Engineering Services, Inc.
TMT Associates
Top Notch Transportation, Inc.
Total Safety U.S., Inc. D/B/A WSI
Trans Global Solutions, Inc.
Transcontinental Gas Pipe Line Co., LLC
Trans-Global Solutions, Inc. D/B/A TGS
Transmontaigne Product Services Inc.
Transport Service, LLC
Transwestern
Transworld Deli
Treck Environmental
Tree Top Apartments
Trelleborg Offshore Us, Inc.
Tri Lotus Seafood, Inc. D/B/A Lotus Seafood Market

Triad Transport, Inc.
Trifeta
Trigos Mexican Restaurant
Trinity Industries, Inc.
Triple B Industrial Services
Tri-Star Protector Services Co.
Trojan
Troy Oatas
Truck Environmental
Truck T
TS Industries, Inc. D/B/A Gold Tech Industries
Tung Hoi Restaurant Inc. D/B/A Tung Hoi Restaurant
Turneco Oil And Service
Turner Co.
TXU Corptasker Manufacturing Corp.
TXU Energy Retail Company LLC
Tyler MD Holdings LLC
Union Pacific Railroad Co.
United Environmental Services, LLC
United States Coast Guard
United States Navy
University Of Houston
University Of Saint Thomas
URS Corp.
USA Environment, LP
USA Industrial Services
USA Vacuum, LLC
USAG Recycling, Inc.
USCAR LLC D/B/A Auto Check #9
Uses, Inc.
Vacuum Truck Rentals, LLC
Valencia Interests-Houston, Inc. D/B/A The Lancaster Hotel
Valkyrie Commissioning Services, Inc.
Vallourec Star, LP
Vallourec Tube-Alloy, LLC
VAM USA, LLC
Veolia Es Industrial Services, Inc.
Vertex Holdings, LP
Vertex Processing, LP
Volunteers Of America Texas, Inc.
W Systems, LLC
W. Perry's Inc.
Wael Mc Co. D/B/A Wael's Mediterranean Cuisine
Wal-Mart Stores, Inc.
Wan Fu Express Restaurant
WATCO Companies, LLC
Weatherford U.S., L.P.

Wendy's Car Wash, LLC
Western Oilfields Supply Co. D/B/A Rain For Rent
Western Properties Co.
Western Seafood Co.
Westrock CP, LLC
Westway Terminal Co. LLC
White Lion Holdings, L.L.C.
Whole Foods Market, Inc.
Williams Fried Chicken, Inc.
Xylem Inc.
Yale Grill And Diner
ynamic Rental Systems, L.L.C.
YWCA Houston
ZDM Corporation D/B/A Zydeco Louisiana Diner
Zust Bachmeier Of Switzerland Inc.

REQUEST FOR CITY COUNCIL AGENDA ITEM

| | |
|---|--|
| Agenda Date Requested: <u>October 24, 2016</u> | Appropriation |
| Requested By: <u>Ray Nolen</u> | Source of Funds: <u>La Porte ESD</u> |
| Department: <u>Emergency Medical Services</u> | Account Number: <u>03450595228050</u> |
| Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/> | Amount Budgeted: <u>\$200,000</u> |
| Other: <input type="radio"/> | Amount Requested: <u>\$199,225</u> |
| Attachments : | Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO |

1. Frazer/H-GAC Quote

SUMMARY & RECOMMENDATIONS

The EMS Department is requesting approval to purchase a new ambulance to replace Unit #1182 described as a 2008 Ford F450 Ambulance. This new ambulance is described as a Frazer Type I 14' Module. This Module will be mounted on a Dodge RAM 4500 diesel-powered chassis with a liquid suspension system. Based on the included quote the total will be \$199,225.00, which includes an administrative H-GAC (Contract AM10-14) fee of \$1,000.

The La Porte Fire Control, Prevention, and Emergency Medical Services District board met and approved funding for this vehicle not to exceed \$200,000.00 from Fund 034.

This vehicle was included in the 2016-17 budget that was approved by the Council in September 2016.

Action Required of Council:

Consider approval or other action authorizing the requested vehicle purchase of a Frazer Type I 14' Module Ambulance mounted on a Dodge RAM 4500 diesel-powered chassis with a liquid suspension system for \$199,225.00 through HGAC contract AM10-14.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



August 25, 2016

Ray Nolen
Chief
La Porte EMS
Email:nolenr@laportetx.gov

Quote # 10712C

Chief Nolen,

Per your request we are quoting (1) Frazer Type I 14' Generator Powered Module on a 2017 Dodge 450 6.7L diesel chassis with steel wheels with a Liquid Spring suspension. For your convenience all pricing been itemized below.

| | |
|---|----------------------|
| Frazer Type I 14' Generator Powered Module | \$ 102,000.00 |
| 2017 Dodge 4500 6.7L diesel chassis with steel wheels | \$ 48,000.00 |
| Liquid Spring suspension | \$ 10,000.00 |
| Heat shielding for diesel chassis | \$ 1,500.00 |
| Chassis Exterior | \$ 10,800.00 |
| Chassis Interior | \$ 5,275.00 |
| Module Exterior | \$ 9,300.00 |
| Module Interior | \$ 11,350.00 |
| Subtotal | \$ 198,225.00 |
| | |
| HGAC #AM10-14 | \$ 1,000.00 |
| Total | \$ 199,225.00 |

Items included in above total:

Chassis Exterior:

- 1 . Stainless steel wheel covers \$ incl.
- 2 . Black Ranch Hand powder coated grille guard \$ incl.
- 3 . (2) Cast in bumper speakers in lieu of standard \$ 200.00
- 4 . (2) Whelen M4 series grille LEDs w/ clear lenses ~~Ex~~out: Blue-Red \$ incl.
- 5 . (2) Whelen M4 series intersects on 45 degree brackets with clear lenses ~~Ex~~out: Red-Blue) *Synchronize grill and intersect lights* \$ incl.
- 6 . Furnish and install (2) additional Whelen M4 red intersect lights, one on each fe Match location of X-1059 and X-1120-possibly mounted on angles per recent standards \$ 400.00
- 7 . Frazer aluminum rear window pass through plate \$ incl.
- 8 . Route chassis exhaust to standard location under passenger's side bumper end cap (verify) \$ incl.
- 9 . This unit will receive state inspection \$ incl.
- 10 . Provide weight slip with delivery book \$ incl.

| | | |
|--|--------------|---------------------|
| 11 . (2) Mega fuses on chassis frame rail | \$ | incl. |
| 12 . Furnish and install GPS Opticom system with antenna on chassis roof and base in electrical compartment-Wire ON with primary switch, disabled with park | \$ | 6,000.00 |
| 13 . Furnish and install dual Buell 10" and 12" air horns with air tank connected to a recovery compressor below the front I/O operated via Truck/Air Horn switch at console. Air horns are located on front of grille guard, see X-1059, X-1120 | \$ | 2,300.00 |
| 14 . Furnish and install Arc Rite running boards with SureGrip | \$ | 900.00 |
| 15 . Furnish and install Federal Signal Rumbler with switch at console | \$ | 1,000.00 |
| | Total | \$ 10,800.00 |

Chassis Interior:

| | | |
|--|--------------|--------------------|
| 16 . Custom powder coated 6-slot aluminum center console: | \$ | incl. |
| 17 . Slot 1: Furnish and install MDT plate with swivel moved forward and centered | \$ | 450.00 |
| 18 . Slot 2: Radio plate TBD | \$ | incl. |
| 19 . Slot 3: Radio plate TBD | \$ | incl. |
| 20 . Slot 4: Furnish and install new Whelen 29HFSC9 siren with Tap-2 in lieu of standard, with mic on passenger side slot 4 | \$ | 250.00 |
| 21 . Slot 5/6: Double switch panel <i>Layout: PRIMARY – SECONDARY – TRUCK/AIR HORN – RUMBLER - BLANK - BLANK-BLANK- INTERIOR LIGHT- REAR LOAD – SIDE SCENE (1 way switch – controls one side) – SIDE SCENE (1 way switch – controls one side) – START STOP (Genset)</i> | \$ | incl. |
| 22 . Furnish and install (2) large aluminum map holders at rear of console | \$ | 350.00 |
| 23 . Furnish and install (2) yellow Streamlight 90513 Survivor flashlights with charger, wired battery hot. Match location of X-1059, X-1120 | \$ | 600.00 |
| 24 . Furnish and install arm rests on console | \$ | 200.00 |
| 25 . Furnish and install 2 high glove box holder on the rear wall of the chassis | \$ | 125.00 |
| 26 . Furnish and install 12VDC outlet on the passenger side of the console towards the front, no medical diode, wire to charge guard | \$ | 150.00 |
| 27 . Furnish and install charge guard in console | \$ | 200.00 |
| 28 . Install customer provided docking station on the swivel | \$ | 75.00 |
| 29 . Install (3) customer provided self contained radios with (3) individual antennas. Install 1 at action wall, and 2 in console. (Verify specifics at time of build) | \$ | 650.00 |
| 30 . Spotlight sent loose | \$ | incl. |
| 31 . Exhaust warning buzzer inside the console w/ Genset shutdown circuit | \$ | incl. |
| 32 . Voyager back up and inmodule camera (passenger side rear corner) with 7" monitor angled toward driver side in truck cab | \$ | 2,150.00 |
| 33 . Coax runs: (2) terminating in electrical compartment, (2) terminating under the driver's side seat in the chassis (Verify this) | \$ | incl. |
| 34 . (1) extra coax run to electrical compartment labeled as a spare | \$ | 75.00 |
| | Total | \$ 5,275.00 |

Module Exterior:

| | | |
|---|----|----------|
| 35 . Paint module Frazer white to match chassis | \$ | N/C |
| 36 . *Striping and lettering to match your fleet | \$ | 2,700.00 |
| 37 . Furnish and install 3M diamond grade white conspicuity with yellow overlay on rear of module | \$ | 1,500.00 |
| 38 . Furnish and install 3M diamond grade 2'x2' white conspicuity squares on the inside of the rear and side entry door panels. | \$ | 250.00 |
| 39 . All clear lenses on emergency LEDs | \$ | N/C |

| | | |
|---|-----------------|-----------------|
| 40 . (8) Whelen M9 series red LED box lights in lieu of standard | \$ | 850.00 |
| 41 . (5) Whelen M9 series LED box lights on front wall (B-C-R-C-B) | \$ | 500.00 |
| 42 . (3) Whelen M9 series LED rear wall lights (A-B-A) | \$ | 300.00 |
| 43 . (2) Whelen M9 series LED load lights with flanges on rear of module (come ON w/ reverse and when doors open in the rear) | \$ | 300.00 |
| 44 . (2) Whelen M9 series red brake/tail/turn LEDs | \$ | 350.00 |
| 45 . (2) Whelen M6 series red wheel well LEDs | \$ | incl. |
| 46 . FRC 900 series Spectra LED side scene lights on two switches | \$ | incl. |
| 47 . ICC clearance lights above corner/box lights | \$ | incl. |
| 48 . (2) Grote 4" round BTT red LEDs in the rear bumper panel on each side | \$ | incl. |
| 49 . (2) Grote 4" round back-up clear LEDs in the rear bumper panel on each side | \$ | incl. |
| 50 . Cummins Onan 5.5kW commercial generator system w/ fuel gauge on console & locking gas cap | \$ | incl. |
| 51 . Single 30 amp Meltric shore receptacle on driver's side front wall of module w/ pigtail shipped loose | \$ | incl. |
| 52 . Diamond plate on front corners, wheel wells, and rear (passenger's side front corner and passenger's side wheel well are 4" taller to accommodate body drop) | \$ | incl. |
| 53 . No powder coated ramp at rear of unit | \$ | N/C |
| 54 . Furnish and install electric locks on side entry, rear entry, O2 and I/O doors to work off chassis keys and locks. (verify if hidden switch is needed) | \$ | 1,500.00 |
| 55 . Rear outside only storage compartment w/ two shelves to divide the compartment in thirds | \$ | 100.00 |
| 56 . O2 compartment with a laydown "H" cylinder & shelf 20" from floor of compartment | \$ | incl. |
| 57 . (2) 2 high jumbo "D" cylinder holders:one in front I/O facing rear and one next to laydown and one next to laydown O2 with door insert | \$ | 350.00 |
| 58 . Standard long lower storage compartment w/ gas hold open | \$ | incl. |
| 59 . Standard radio compartment | \$ | incl. |
| 60 . Electrical system decal applied to interior of compartment access door | \$ | incl. |
| 61 . Standard electrical compartment w/ 30 amp On-board chassis battery charger | \$ | incl. |
| 62 . Standard rear backboard compartment | \$ | incl. |
| 63 . Double squad bench with gray Wise trim | \$ | 600.00 |
| 64 . Front backboard compartment | \$ | incl. |
| 65 . 4" body drop on passenger's side forward of the rear wheels w/accompanying taller diamond plating in lieu of electric step at side entry door | \$ | incl. |
| 66 . 4" taller side entry and front I/O doors to accommodate body drop | \$ | incl. |
| 67 . Spare tire – loose | \$ | incl. |
| 68 . Six (6) J236 keys for Eberhard latches and two (2) #102 keys for genset and A/C compartments | \$ | incl. |
| 69 . Double 6061-T6 structural members welded at all vertical and horizontal wall intersections | \$ | incl. |
| 70 . LED flex strip lighting in applicable compartments | \$ | incl. |
| | Total \$ | 9,300.00 |

Module Interior:

| | | |
|--|----|-------|
| 71 . 120VAC Dometic filtered air conditioning and heat w/ thermostat at the action v Location 3 | \$ | incl. |
| 72 . Aluminum powder coated interior cabinets | \$ | incl. |
| 73 . Powder coated aluminum countertops | \$ | incl. |

| | | |
|---|----|-------------------|
| 74 . SpecTape-Insulfab insulation and sound deadening material in ceiling, walls and doors | \$ | incl. |
| 75 . Double-pane entry door windows | \$ | incl. |
| 77 . Stainless steel grab handles | \$ | incl. |
| 78 . SSCOR brand suction at action wall – Location 5 (verify location) | \$ | incl. |
| 79 . 3 place switch panel (Interior lights, Front interior light, electric O2) – Location | \$ | incl. |
| 80 . Standard dump bypass/rear load switch plate (Acknowledge-Bypass/Dump-Rear Load) | \$ | incl. |
| 81 . Sharps container and bracket at the action wall in standard location | \$ | incl. |
| 82 . Extra sharps container on rear wall of module next to grabe rail | \$ | 75.00 |
| 83 . 2 high glove box holder on rear wall of module above sharps container up high, add plate for it See X-1059 | \$ | 150.00 |
| 84 . Small acrylic holder at the end of the action wall | \$ | incl. |
| 85 . Large acrylic holder aft of the CPR seat | \$ | incl. |
| 86 . 22 pocket acrylic holder above squad bench | \$ | 475.00 |
| 87 . Stainless steel squad bench and action wall wrappers | \$ | incl. |
| 88 . (10) Grote LED interior ceiling lights | \$ | incl. |
| 89 . Standard overhead grab rails | \$ | incl. |
| 90 . Extra overhead grab rail | \$ | 275.00 |
| 91 . (2) IV hangers in ceiling | \$ | incl. |
| 92 . Double step at the side entry door with black and yellow caution tape on the top threshold | \$ | incl. |
| 93 . Lonseal “Lonfloor” vinyl flooring, Onyx color no. 500 | \$ | 100.00 |
| 94 . Alucabond aluminum & polyethylene plastic sub-floor | \$ | incl. |
| 95 . Install customer provided Stryker Power Load | \$ | on separate quote |
| 96 . Cot plates & cot hook for your Power Load | \$ | incl. |
| 97 . Single oxygen outlets at action wall, in ceiling above patient, and above squad bench in lieu of standard double outlet at action wall | \$ | 150.00 |
| 98 . Extra single oxygen outlet in ceiling (see E-2316) | \$ | 350.00 |
| 99 . Air Liquide electric O2 w/ digital monitor and oxygen regulator | \$ | 1,375.00 |
| 100 . 5 lb. ABC fire extinguisher (same location as E-2316) | \$ | N/C |
| 101 . Magnetically attached seamless cushions | \$ | incl. |
| 102 . Furnish and install SSCOR 2310 suction with paddle release mounted on the stainless steel wall at the forward end of the action area 2" off the counter. (ID 17320) | \$ | 1,900.00 |
| 103 . 120VAC duplex outlet in the cabinet above the front I/O (14' unit) with OZ bushing going to the I/O cabinet beneath | \$ | incl. |
| 104 . 120VAC duplex at the laydown O2 box in standard location | \$ | incl. |
| 105 . 120 VAC quad outlet at the action wall – Location 8 | \$ | incl. |
| 106 . Netting at end of squad bench (black) | \$ | 750.00 |
| 107 . Standard laydown O2 box w/ aluminum lid | \$ | incl. |
| 108 . (2) grey trash cans in the top opening at the head of the squad bench (see E-2316) | \$ | incl. |
| 109 . Engel MT 17 refrigerator with transit lock, wireless thermometer, 120VAC adapter, and locking hasp on stationary portion of laydown O2 box | \$ | 1,350.00 |
| 110 . Standard front wall cabinet and cabinet above the Front I/O to accommodate the taller Front I/O | \$ | incl. |
| 111 . Standard front corner area | \$ | incl. |
| 112 . Furnish and install WiFi Knox MedVault (ID 22609) in front corner area, add 12 VDC power. | \$ | 2,750.00 |

| | | |
|---|-----------------|------------------|
| 113 . Taller Front I/O w/two shelves w/ compartment below on a unit with a 4" drop | \$ | incl. |
| 114 . Ribbed rubber on front I/O shelf/shelves and floor | \$ | incl. |
| 115 . Gray captain's chair with built in child safety seat | \$ | 700.00 |
| 116 . (2) gas hold opens at CPR seat | \$ | incl. |
| 117 . Furnish and install Streamlight SL 20X black LED flashlight in side entry step well | \$ | 200.00 |
| 118 . Akro bins –48 small and 12 large (tactical Black) | \$ | 375.00 |
| 119 . Emergency Time Manager clock in rear gray headknocker | \$ | 375.00 |
| 120 . Gray cushions including double CPR seat w/ non-locking lid, squad bench, standard captain's chair & cushion above the rear entry door | \$ | N/C |
| | Total \$ | 11,350.00 |

Terms and Conditions

- 1 . This quote is valid for 90 days.
- 2 . All pricing is F.O.B. Houston.
- 3 . Per TMVCC we are quoting this through our licensed franchise dealers, Mac Haik Dodge.
- 4 . Please make your purchase order out to Mac Haik Dodge Chrysler Jeep (11000 North Freeway Houston, TX 77037). Please email a copy of your purchase order and this quote to David Sheehy with Mac Haik Dodge Chrysler Jeep at dsheehy@machaikdcj.com and to Adam Fischer at sales@frazerbilt.com.
- 5 . Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
- 6 . To minimize delays, customer provided items should be present prior to unit production start.
- 7 . Frazer will provide a weight slip with accompanying scale calibration certification. Your local registration office may require a state certified weight slip for registration. Should that be the case you will need to weigh the vehicle at a local weigh station that provides a weight slip with the department of agriculture seal prior to registration.
- 8 . *Striping and lettering pricing may be adjusted based on the company's scheme. Striping and lettering pricing includes two hours' design time in the base price. Additional design time for more extensive graphics and/or multiple changes is quoted at \$100/hour.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9377.

Best Regards,



Erika Fullick
 Inside Sales Representative
 Frazer, Ltd.

REQUEST FOR CITY COUNCIL AGENDA ITEM

| | |
|---|--|
| Agenda Date Requested: <u>October 24, 2016</u> | <u>Appropriation</u> |
| Requested By: <u>Ken Adcox</u> | Source of Funds: <u>Budget</u> |
| Department: <u>Police</u> | <u>00152535218050 &</u> |
| Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/> | Account Number: <u>009-</u> |
| Other: <input type="radio"/> | <u>5252,5253,5256,5258-</u> |
| | <u>521-8050</u> |
| Attachments : | Amount Budgeted: <u>\$64,198.00</u> |
| 1. <u>Vendor Quotes</u> | Amount Requested: <u>\$50,648.88</u> |
| | Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO |

SUMMARY & RECOMMENDATIONS

Staff has received quotes from CAP Fleet Outfitters under Texas Buy Board Contract 430-13 for the purchase and installation of equipment for budgeted vehicle replacements in the 2017 FY Budget. The vehicles were awarded at the October 10, 2016 Council meeting.

The total cost for equipment for the nine replacement vehicles is \$50,648.88. This equipment is needed to outfit four marked Chevrolet Tahoes, one unmarked Chevrolet Tahoe, and four unmarked Dodge Chargers.

Action Required of Council:

Consider approval or other action to purchase fleet equipment from CAP Fleet Outfitters under Texas Buy Board Contract 430-13.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



CAP FLEET UPFITTERS

6015 N Shepherd Drive
Houston, TX 77018
832-203-5658 - O
832-203-5663 - F

QUOTE

Date 10/10/2016
Quote # CAPQ13283

Name / Address
CITY OF LA PORTE
604 W FAIRMONT PKWY
LA PORTE, TX 77571

Job :
Project :
Employee N... **Mike Urbanovsky**

| Part # | Qty | Description | Unit Price | Total |
|-----------------|-----|---|------------|----------|
| | | *** 4X 2017 CHEVROLET TAHOE *** | | |
| | | *** BUYBOARD CONTRACT: 430-13 *** | | |
| 2752TXSPL2TD | 4 | 52" RX2700 LED LIGHTBAR C3VUE: C62592 | 1,391.00 | 5,564.00 |
| Z3 | 4 | Z3™ Deluxe Remote Siren, 200w Output w/Programable Push Button and Slide Switch Controls. | 665.77 | 2,663.08 |
| C3100U | 4 | 100w Speaker w/Universal Mounting Bracket | 157.34 | 629.36 |
| 920-10TH | 4 | Plug-In Headlight Flasher for Tahoe (2011-14 & 2015+) (Police Package Wiring) | 57.25 | 229.00 |
| VTX609J | 8 | *** CONNECT TAILLIGHT FLASHER *** VERTEX SUPER-LED SPLIT RED/BLU *** HEADLIGHTS *** | 78.40 | 627.20 |
| MR6FMKIT | 8 | Rubber Grommet for Single and MultiColor MR6 Light | 11.00 | 88.00 |
| MR6-RB | 8 | MR6 Red/Blue LED Hood or Flush Mount (Hardware included) *** BOTTOM OF CARGO DOOR *** | 73.60 | 588.80 |
| MR6-RB | 8 | MR6 Red/Blue LED Hood or Flush Mount (Hardware included) *** EACH SIDE OF REAR LP *** | 73.60 | 588.80 |
| WK0514TAH15 | 4 | Window Barrier VS Steel Vertical, for use with stock & Setina TPO Door panels | 167.20 | 668.80 |
| DK0598TAH15 | 4 | Door Panel VS Aluminum - Replaces OEM | 127.20 | 508.80 |
| 5165-2L91 | 4 | TAHOE PUSH BUMPER W/2 MR6 LED CUTOUTS | 312.00 | 1,248.00 |
| MR6MC-RB | 8 | MR6 MULTI-COLOR LED, HOOD OR FLUSH MOUNT, RED/BLUE *** FORWARD FACING IN TOP RAIL OF PUSH BUMPER *** | 73.98 | 591.84 |
| TRX6RB | 8 | T-Rex (Torus™) Red/Blue with Black Bezel *** 45 DEGREE ON PUSH BUMPER *** | 73.98 | 591.84 |
| L6BKT3 | 8 | LINZ6 PUSH BUMPER MT BRACKET | 8.99 | 71.92 |
| QK0494TAH15 | 4 | Full Cover Transport Seat TPO Plastic with Center Pull Seat Belts | 639.20 | 2,556.80 |
| PK1155TAH15 | 4 | #10XL Uncoated Polycarbonate | 615.20 | 2,460.80 |
| PK0123TAH152ND | 4 | #12VS 2ND Vinyl Coated Expanded Metal Partition Stock Seat (Others Available) | 319.20 | 1,276.80 |
| GK10271UHKSVSCA | 4 | S T-RAIL MOUNT UNIVERSAL HK 1 UNIVERSAL LOCK WITH HANDCUFF KEY OVERRIDE | 239.20 | 956.80 |
| 425-6268 | 4 | Tahoe 15+ with Locking Lid (20" FP/28" FLP) | 487.50 | 1,950.00 |

This quote is good for 30 days from date of quote.

Total



TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

WWW.CAPFLEETUPFITTERS.COM



CAP FLEET UPFITTERS

6015 N Shepherd Drive
Houston, TX 77018
832-203-5658 - O
832-203-5663 - F

QUOTE

Date 10/10/2016
Quote # CAPQ13283

Name / Address

**CITY OF LA PORTE
604 W FAIRMONT PKWY
LA PORTE, TX 77571**

Job :

Project :

Employee N... Mike Urbanovsky

| Part # | Qty | Description | Unit Price | Total |
|------------------|-----|---|------------|----------|
| 425-3704 | 4 | Dual ABS Cup Holder (Internally Mounted) | 33.80 | 135.20 |
| 425-6260 | 4 | Armrest - Upper Structure (7.75" x 8" x 8") | 40.95 | 163.80 |
| 425-6035 | 8 | Mic Clip - w/ Plate | 13.00 | 104.00 |
| 425-2968 | 4 | Assembly, 3 12v Power Outlets in 2" Faceplate | 39.20 | 156.80 |
| C-HDM-204 | 4 | 8.5" Heavy Duty Telescoping Pole, side mount, short handle | 115.35 | 461.40 |
| C-MD-119 | 4 | ACTADP,HDM,SLIDE,TS,SP | 214.91 | 859.64 |
| 13203 | 4 | PCTEL- 806-860 MHZ LOW PROFILE VERTICAL ANTENNA, BLACK | 37.50 | 150.00 |
| 338265 | 4 | 3/4" MOUNT, 25' RG58/U MINI-UHF LOOSE | 33.75 | 135.00 |
| GRAPHICS | 4 | CUSTOM DECALS *** WRAP 4 DOORS AND ROOF WHITE AND GRAPHICS *** | 1,225.00 | 4,900.00 |
| LABOR | 4 | REMOVAL OF EQUIPMENT: RADIO, VIDEO, COMPUTER, PRINTER, RADAR | 250.00 | 1,000.00 |
| INSTALL LABOR | 4 | INSTALLATION | 1,150.00 | 4,600.00 |
| SSUPPLY | 4 | SHOP SUPPLIES | 60.00 | 240.00 |
| CT-CAPH | 4 | CAP FLEET WIRING HARNESS | 130.00 | 520.00 |
| SHIP | 4 | SHIPPING & HANDLING | 125.00 | 500.00 |
| INSPECT | 4 | ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY | 30.00 | 120.00 |
| | | INSTALL NEW CUSTOMER SUPPLIED RADAR | | 5,980.00 |

This quote is good for 30 days from date of quote.

Total

\$37,906.48



TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

WWW.CAPFLEETUPFITTERS.COM



CAP FLEET UPFITTERS

6015 N Shepherd Drive
Houston, TX 77018
832-203-5658 - O
832-203-5663 - F

QUOTE

Date 9/27/2016
Quote # CAPQ13098

Name / Address
CITY OF LA PORTE
604 W FAIRMONT PKWY
LA PORTE, TX 77571

Job :
Project :
Employee ... **Mike Urbanovsky**

| Part # | Qty | Description | Unit Price | Total |
|---------------|-----|--|------------|----------|
| | | *** 4X 2017 DODGE CHARGER *** CUSTOMER SUPPLIED VEHICLE | | |
| | | *** BUYBOARD CONTRACT: 430-13 *** | | |
| 425-6636 | 4 | Charger 11+ with Dual ABS Cup Holder (14" FP) FACE PLATES: 4X 425-6064 4X 425-6442 8X 425-6053 | 273.00 | 1,092.00 |
| 425-6260 | 4 | Armrest - Upper Structure (7.75" x 8" x 8") | 40.95 | 163.80 |
| 425-6164 | 4 | 2" BLANK FACEPLATE W/ 2.1A USB (2) & 12V OUTLET(2) | 61.75 | 247.00 |
| 425-6035 | 8 | Mic Clip - w/ Plate | 13.00 | 104.00 |
| 3492L6 | 4 | Xcel™ Siren, 12v, w/Light Control & Hard-wired Mic | 345.00 | 1,380.00 |
| C3100CH15 | 4 | 100w Speaker w/Charger (2015+) Bracket | 157.35 | 629.40 |
| ESX2VS-RB | 4 | ESSEX INTERIOR DUAL MODULE VISOR/SUCTION CUP - RED/BLUE | 195.40 | 781.60 |
| ESX1RD-XX | 8 | Single Head Torus™ w/Split LED Color & Rear Deck Mount *** COLORS - RED/BLUE SPLIT *** | 119.15 | 953.20 |
| INSTALL LABOR | 4 | INSTALLATION | 750.00 | 3,000.00 |
| SSUPPLY | 4 | SHOP SUPPLIES | 35.00 | 140.00 |
| CT-CAPH | 4 | CAP FLEET WIRING HARNESS | 130.00 | 520.00 |
| SHIP | 4 | SHIPPING & HANDLING | 40.00 | 160.00 |
| INSPECT | 4 | ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY | 30.00 | 120.00 |
| | | CONNECT FACTORY HEADLIGHT AND TAILLIGHT FLASHERS | | 3,940.00 |

This quote is good for 30 days from date of quote

Total \$9,291.00



TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

WWW.CAPFLEETUPFITTERS.COM



CAP FLEET UPFITTERS

6015 N Shepherd Drive
Houston, TX 77018
832-203-5658 - O
832-203-5663 - F

QUOTE

Date 9/27/2016
Quote # CAPQ13099

Name / Address

CITY OF LAPORTE
604 W FAIRMONT PARKWAY
LA PORTE, TX 77571

Job :

Project :

Employee ... Mike Urbanovsky

| Part # | Qty | Description | Unit Price | Total |
|------------|-----|--|------------|--------|
| | | *** 1X 2017 TAHOE PPV *** CUSTOMER SUPPLIED VEHICLE | | |
| | | *** BUYBOARD CONTRACT: 430-13 *** | | |
| 920-10TH | 1 | Plug-In Headlight Flasher for Tahoe (2011-14 & 2015+) (Police Package Wiring) | 48.89 | 48.89 |
| HB6PAK-R | 2 | 6-LED low profile Hide-a-Blast™ - Red | 67.44 | 134.88 |
| SV77MCTH15 | 1 | 2015+ TAHOE MULTI COLOR SUPERVISOR *** COLORS: RED/WHITE DRIVER, BLUE/WHITE PASSENGER *** | 795.00 | 795.00 |
| C-STIK | 1 | Build Your Own CommandStik™; 8 TRS3 Torus™ Lighthead; Select Rear Deck Mount or Top Rear Window Mount; Select Flashing Heads or ArrowStik®; Select 6Hd or 8Hd ArrowStik® *** COLORS: RED DRIVER, BLUE PASSENGER *** | 455.28 | 455.28 |
| 425-6268 | 1 | Tahoe 15+ with Locking Lid (20" FP/28" FLP) FACE PLATES: 1X 425-6064 1X 425-6442 1X 425-6051 2X 425-6053 | 487.50 | 487.50 |
| 425-3704 | 1 | Dual ABS Cup Holder (Internally Mounted) | 33.80 | 33.80 |
| 425-6164 | 1 | 2" BLANK FACEPLATE W/ 2.1A USB (2) & 12V OUTLETS (2) | 61.75 | 61.75 |
| 425-6260 | 1 | Armrest - Upper Structure (7.75" x 8" x 8") | 40.95 | 40.95 |
| 425-6035 | 2 | Mic Clip - w/ Plate | 13.00 | 26.00 |
| 3492L6 | 1 | Xcel™ Siren, 12v, w/Light Control & Hard-wired Mic | 345.00 | 345.00 |
| C3100TH15 | 1 | 100w Speaker w/Tahoe (2015+) Bracket | 157.35 | 157.35 |
| INSTALL | | | | |
| LABOR | 1 | INSTALLATION | 750.00 | 750.00 |
| SSUPPLY | 1 | SHOP SUPPLIES | 35.00 | 35.00 |
| SHIP | 1 | SHIPPING & HANDLING | 50.00 | 50.00 |
| INSPECT | 1 | ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY | 30.00 | 30.00 |
| | | | | 865.00 |

This quote is good for 30 days from date of

Total

\$3,451.40



TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

WWW.CAPFLEETUPFITTERS.COM



Phone: 800-695-2919
 Fax: 800-211-5454
 Email: info@buyboard.com

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Category

None Selected

Contract

None selected

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[Additional Resources](#)

Vendor Name: Cap Fleet Upfitters

Address: 4715 S General Bruce Dr.

Temple, TX 76502

Phone Number: (254) 773-1959

Email: sales@capfleetupfitters.com

Website: <http://www.capfleetupfitters.com>

Federal ID: 14-1856872

Contact: Jason Beaver

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: Yes

Contract Name: Vehicles, Heavy Duty Trucks (Repair Parts & Labor)

Contract#: 430-13

Effective Date: 12/01/2013

Expiration Date: 11/30/2016

Payment Terms: Net 30 days

Delivery Days: 45

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Additional Info: EDGAR Compliance documents (2 CFR Part 200 & Appendix II) can be found under the EDGAR (Vendor EDGAR Documents) link at the bottom of the page.

Quote Reference Number: 430-13

Additional Dealers: Cap Fleet Upfitters, Houston TX

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

EDGAR: [Click to view Vendor EDGAR Documents](#)

Contact us 800-695-2919

REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>October 24, 2016</u> |
| Requested By: <u>Rosalyn Epting</u> |
| Department: <u>Parks & Recreation</u> |

| |
|--------------------------------------|
| <u>Appropriation</u> |
| Source of Funds: <u>General Fund</u> |
| Acct Number: <u>6146-515.50-07</u> |
| Amount Budgeted: <u>\$300,920</u> |
| Amount Requested: <u>\$286,280</u> |
| Budgeted Item: <u>YES</u> NO |

Report: _____ Resolution: _____ Ordinance: _____

Exhibits: Bid Tabulation

Access Report

SUMMARY & RECOMMENDATION

Sealed Bid #16024, for mowing various city properties, was advertised on September 1 and September 8, 2016 in the Bay Area Observer. The Bids were opened and publicly read on September 30, 2016. Two hundred thirty-six bidders were notified with 33 accessing the documents and 23 downloading them. Four vendors responded. The lowest bidder was considered non-responsive because there was no bid bond and the vendor did not have two of the proper exhibits.

The next lowest bidder was Cornerstone with a total of \$286,280. Cornerstone’s references were checked and were satisfactory.

This is the second time that mowing was bid. The first time there were five respondents ranging from \$179,628-\$488,204. Of those 5 respondents, only 3 bids were considered. Shortly after bidding, the low bidder notified the City that they did not intend to accept the award because they had undergone some management changes. The next lowest bid was \$119,892 more than the lowest bid. Due to these issues, staff decided to re-evaluate the bid and re-bid.

Staff recommends Council approval the bid in the amount of \$286,280 with Cornerstone.

Action Required by Council:

Consider approval or other action to award Bid #16024 in the amount of \$286,280 to Cornerstone for mowing of city properties.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Bid Tabulation to #16024 - Re-bid of Parks Mowing

| Item | SECTION 1 Descriptions | Provide Service | GroundStar | | Cornerstone | | Camp's | | Encore | |
|------------------------|--|-----------------|-----------------------------|-------------------------|-----------------------------|-------------------------|-----------------------------|-------------------------|-----------------------------|-------------------------|
| | | | Per Visit Cost, by Location | Annual Cost by Location | Per Visit Cost, by Location | Annual Cost by Location | Per Visit Cost, by Location | Annual Cost by Location | Per Visit Cost, by Location | Annual Cost by Location |
| 1 | Fairmont Park, 3540 Farrington | 38 | 350 | 13300 | 400 | 15200 | 400 | 15200 | 560 | 21280 |
| 2 | Heritage Park (Sylvan Beach Depot, 604 Park Drive) | 38 | 75 | 2850 | 200 | 7600 | 200 | 7600 | 280 | 10640 |
| 3 | Northwest Park, 10210 North P Street | 38 | 250 | 9500 | 300 | 11400 | 300 | 11400 | 420 | 15960 |
| 4 | Seabreeze park, 1300 Bayshore Drive | 38 | 50 | 1900 | 200 | 7600 | 200 | 7600 | 280 | 10640 |
| 5 | La Porte Trail System, Fairmont Parkway | 24 | 400 | 9600 | 400 | 9600 | 400 | 9600 | 560 | 13440 |
| 6 | Pecan Crossing Trails | 24 | 60 | 1440 | 50 | 1200 | 50 | 1200 | 70 | 1680 |
| 7 | Pecan Park, 3600 Canada road | 38 | 300 | 11400 | 500 | 19000 | 560 | 21280 | 784 | 29792 |
| 8 | Woodfalls park, 3801 1/2 Driftwood | 38 | 250 | 9500 | 200 | 7600 | 210 | 7980 | 294 | 11172 |
| 9 | La Porte Police Department 7 Municipal Court Facility, 3001 and 3005 N. 23rd Street | 38 | 250 | 9500 | 250 | 9500 | 260 | 9880 | 364 | 13832 |
| 10 | La Porte Police Department Detention Pond | 12 | 30 | 360 | 100 | 1200 | 100 | 1200 | 140 | 1680 |
| 11 | La Porte City Hall, 604 W. Fairmont Parkway | 38 | 240 | 9120 | 250 | 9500 | 250 | 9500 | 350 | 13300 |
| 12 | La Porte Records Storage Building, 1001 S. 4th St. | 38 | 40 | 1520 | 40 | 1520 | 30 | 1140 | 42 | 1596 |
| 13 | La Porte Community Library, 600 S. Broadway | 38 | 220 | 8360 | 100 | 3800 | 130 | 4940 | 182 | 6916 |
| 14 | La Porte Water Plant #7, 8210 Bandridge | 38 | 40 | 1520 | 120 | 4560 | 80 | 3040 | 112 | 4256 |
| 15 | Original City Hall, 111 2nd Street | 38 | 40 | 1520 | 60 | 2280 | 60 | 2280 | 84 | 3192 |
| 16 | McCabe Road | 24 | 50 | 1200 | 60 | 1440 | 80 | 1920 | 84 | 2016 |
| 17 | a: Stonemont & Underwood | 38 | 20 | 760 | 20 | 760 | 20 | 760 | 70 | 2660 |
| | b: Stonemont & Underwood Right-of-Way | 38 | 20 | 760 | 20 | 760 | 20 | 760 | 70 | 2660 |
| 18 | a: Valley Brook & Spencer Highway | 38 | 5 | 190 | 20 | 760 | 10 | 380 | 70 | 2660 |
| | b: Valley Brook Esplanades | 38 | 45 | 1710 | 40 | 1520 | 40 | 1520 | 56 | 2128 |
| 19 | a: Myrtle Creek & Spencer Highway | 38 | 5 | 190 | 20 | 760 | 10 | 380 | 70 | 2660 |
| | b: Myrtle Creek Esplanades | 38 | 80 | 3040 | 50 | 1900 | 50 | 1900 | 70 | 2660 |
| 20 | Fairmont Parkway Esplanades | 38 | 300 | 11400 | 200 | 7600 | 240 | 9120 | 336 | 12768 |
| 21 | a: Bay Area Boulevard EAST Right-of-Way | 38 | 160 | 6080 | 220 | 8360 | 100 | 3800 | 140 | 5320 |
| | b: Bay Area Boulevard WEST Right-of-Way | 38 | 160 | 6080 | 100 | 3800 | 120 | 4560 | 168 | 6384 |
| | c: Bay Area Boulevard Esplanades | 38 | 200 | 7600 | 110 | 4180 | 180 | 6840 | 252 | 9576 |
| 22 | a: Canada Road EAST Right-of-Way | 38 | 160 | 6080 | 120 | 4560 | 110 | 4180 | 154 | 5852 |
| | b: Canada Road WEST Right-of-Way | 38 | 160 | 6080 | 160 | 6080 | 110 | 4180 | 154 | 5852 |
| | c: Bay rea Boulevard Esplanades | 38 | 200 | 7600 | 100 | 3800 | 160 | 6080 | 224 | 8512 |
| 23 | Farrington Boulevard Esplanades | 38 | 100 | 3800 | 200 | 7600 | 210 | 7980 | 294 | 11172 |
| 24 | Farrington & Spencer Highway | 38 | 5 | 190 | 20 | 760 | 10 | 380 | 70 | 2660 |
| 25 | North Farrington | 38 | 70 | 2660 | 80 | 3040 | 80 | 3040 | 112 | 4256 |
| 26 | Luella road Esplanades | 38 | 160 | 6080 | 140 | 5320 | 150 | 5700 | 210 | 7980 |
| 27 | Luella Trail | 38 | 50 | 1900 | 30 | 1140 | 30 | 1140 | 70 | 2660 |
| 28 | Linear Park | 20 | 100 | 2000 | 80 | 1600 | 80 | 1600 | 112 | 2240 |
| 29 | La Porte Entrance Sign Locations | 20 | 20 | 400 | 20 | 400 | 20 | 400 | 70 | 1400 |
| | a: Hwy 225 & Hwy 146, southbound side of Hwy 146 coming from Baytown | 20 | 20 | 400 | 20 | 400 | 20 | 400 | 70 | 1400 |
| | b: Hwy 146 & Shoreacres Boulevard, Hwy 146 northbound just past Shoreacres Boulevard | 20 | 20 | 400 | 20 | 400 | 20 | 400 | 70 | 1400 |
| | c: Fairmont Parkway | 20 | 10 | 200 | 20 | 400 | 20 | 400 | 70 | 1400 |
| 30 | 16th Street Esplanades | 38 | 10 | 380 | 60 | 2280 | 30 | 1140 | 84 | 3192 |
| Section 1 TOTAL | | | \$168,570.00 | | \$181,180.00 | | \$182,800.00 | | \$270,844.00 | |

| Item | SECTION 2 Descriptions | Provide Service | Per Visit Cost, by Location | Annual Cost by Location | Per Visit Cost, by Location | Annual Cost by Location | Per Visit Cost, by Location | Annual Cost by Location | Per Visit Cost, by Location | Annual Cost by Location |
|------------------------|---|-----------------|-----------------------------|-------------------------|-----------------------------|-------------------------|-----------------------------|-------------------------|-----------------------------|-------------------------|
| 1 | Hwy 225 & Sens road | 10 | 300 | 3000 | 500 | 5000 | 600 | 6000 | 1540 | 15400 |
| 1 | Emergency Medical Services, 10428 W. Main | 38 | 40 | 1520 | 50 | 1900 | 60 | 2280 | 70 | 2660 |
| 3 | Animal Shelter, 10901 Spencer Highway | 38 | 30 | 1140 | 90 | 3420 | 90 | 3420 | 126 | 4788 |
| 4 | Hwy 146 from Barbour's Cut to Shoreacres City Limit | 10 | 400 | 4000 | 3400 | 34000 | 3600 | 36000 | 3780 | 37800 |
| 5 | Little Cedar Bayou park | 38 | 520 | 19760 | 800 | 30400 | 760 | 28880 | 840 | 31920 |
| 6 | Gladwyne Trail Head Property | 38 | 100 | 3800 | 80 | 3040 | 90 | 3420 | 112 | 4256 |
| 7 | Garfield Median | 38 | 15 | 570 | 20 | 760 | 30 | 1140 | 70 | 2660 |
| 8 | San Jacinto Trail | 24 | 100 | 2400 | 60 | 1440 | 70 | 1680 | 84 | 2016 |
| 9 | South Broadway Trail | 24 | 220 | 5280 | 120 | 2880 | 130 | 3120 | 168 | 4032 |
| 10 | Fire Station 2, 9710 Spencer | 38 | 40 | 1520 | 90 | 3420 | 90 | 3420 | 126 | 4788 |
| 11 | Fire Station 3, 2700 Sens Road | 38 | 50 | 1900 | 90 | 3420 | 90 | 3420 | 126 | 4788 |
| 12 | Fire Station 4, 2900 South Broadway | 38 | 40 | 1520 | 90 | 3420 | 90 | 3420 | 126 | 4788 |
| 13 | F216 Detention Basin | 12 | 600 | 7200 | 600 | 7200 | 600 | 7200 | 840 | 10080 |
| 14 | Klein Retreat/Happy Harbor, NCI Property, 1000 Bayshore Drive | 24 | 40 | 960 | 200 | 4800 | 220 | 5280 | 1750 | 42000 |
| Section 2 Total | | | | \$54,570.00 | | \$105,100.00 | | \$108,680.00 | | \$171,976.00 |
| GRAND TOTALS | | | | \$223,140.00 | | \$286,280.00 | | \$291,480.00 | | \$442,820.00 |

Bid Bond Received

NO
Exhibit E from previous bid
Exhibit A from previous bid

YES

YES

YES

Notifications Report for Sealed Bid #16024 - REBID Mowing for Parks Department

Notifications:

| | | | |
|---------------------------------------|---------------------|--|---------------------|
| 4Ward Construction LLC | 2016-09-01 07:48:16 | Excellent Yard Care | 2016-09-01 07:48:16 |
| 9094 Enterprises, LLC | 2016-09-01 07:48:16 | exclusive lawn care | 2016-09-01 07:48:16 |
| Above Grade Lawn Care | 2016-09-01 07:48:16 | Father-Son Lawn Care | 2016-09-01 07:48:16 |
| AC Stewart Enterprises LLC | 2016-09-01 07:48:16 | Fence "D" Fence Inc. | 2016-09-01 07:48:16 |
| Affordable Lawn Care | 2016-09-01 07:48:16 | Fitzgerald's Ltd. | 2016-09-01 07:48:16 |
| Affordable Lawn & Tractor Service | 2016-09-01 07:48:16 | George Meeks Landpro, Inc. | 2016-09-01 07:48:16 |
| All About Mowing LLC | 2016-09-01 07:48:16 | G&H Equitas Foundation, Inc. | 2016-09-01 07:48:16 |
| All America Inc. | 2016-09-01 07:48:16 | G.I. Mow | 2016-09-01 07:48:16 |
| All Materials Construction LLC | 2016-09-01 07:48:16 | Goins GoGetters | 2016-09-01 07:48:16 |
| All Pro General Construction, Inc. | 2016-09-01 07:48:16 | Golden Triangle Landscape & Maintenance, LLC | 2016-09-01 07:48:16 |
| All-PRO Lawn and Garden | 2016-09-01 07:48:16 | Good Earth Corporation | 2016-09-01 07:48:16 |
| All Seasons Lawn Maintenance | 2016-09-01 07:48:16 | HLS Enterprises of Tx., Inc. | 2016-09-01 07:48:16 |
| Allways Evergreen Landscaping | 2016-09-01 07:48:16 | Horizon Distributors INC. | 2016-09-01 07:48:16 |
| Alviar's Lawn Care | 2016-09-01 07:48:16 | Horns Crew Trucking | 2016-09-01 07:48:16 |
| Ambler Castillo | 2016-09-01 07:48:16 | Hydrozone Landscape Corporation | 2016-09-01 07:48:16 |
| Anointed landscaping and lawncare | 2016-09-01 07:48:16 | KB Tree Service LLC | 2016-09-01 07:48:16 |
| Apple Maintenance Company | 2016-09-01 07:48:16 | kdtruckinginc | 2016-09-01 07:48:16 |
| AR Creative Development | 2016-09-01 07:48:16 | Kilgore Industrial | 2016-09-01 07:48:16 |
| A to Z Contracting Service | 2016-09-01 07:48:16 | kings all in one service | 2016-09-01 07:48:16 |
| Bare Roots landscape Solutions | 2016-09-01 07:48:16 | K & K Tractor Services LLC | 2016-09-01 09:08:27 |
| B&B LawnCare & Tree Services | 2016-09-01 07:48:16 | Knockout Landscape | 2016-09-01 07:48:16 |
| Beach Town Lawn Service | 2016-09-01 07:48:16 | KT Maintenance Company, Inc. | 2016-09-01 07:48:16 |
| Belaire Construction | 2016-09-01 07:48:16 | Metcalfe Grounds Maintenance | 2016-09-01 07:48:16 |
| BEVERLY SUE GLOBAL SERVICES LLC | 2016-09-01 07:48:16 | MEYER SMITH INC. | 2016-09-01 07:48:16 |
| big 9 Services LLC | 2016-09-01 07:48:16 | MG Services | 2016-09-01 07:48:16 |
| BIO Landscape and Maintenance, Inc | 2016-09-01 07:48:16 | Mikes Mowing Service | 2016-09-01 07:48:16 |
| B Jones Enterprises | 2016-09-01 07:48:16 | MILCON Construction, LLC | 2016-09-01 07:48:16 |
| Border Construction | 2016-09-01 07:48:16 | MJG Services, LLC | 2016-09-01 07:48:16 |
| Boyd Construction Services, LLC. | 2016-09-01 07:48:16 | M & J lawn service | 2016-09-01 07:48:16 |
| Brian Gilland's Lawn Care | 2016-09-01 07:48:16 | Morales | 2016-09-01 07:48:16 |
| Brickman/ValleyCrest | 2016-09-01 07:48:16 | Mow and Grow | 2016-09-01 07:48:16 |
| Brown Mule Mowing Inc | 2016-09-01 07:48:16 | Mow N More | 2016-09-01 07:48:16 |
| Brown's Tractor Mowing | 2016-09-01 07:48:16 | Municipal Turf and Sport Fields Consultants | 2016-09-01 07:48:16 |
| BTLS | 2016-09-01 08:43:26 | MYSL, LLC | 2016-09-01 07:48:16 |
| Buff Right LLC | 2016-09-01 07:48:16 | Ruben Rodriguez | 2016-09-01 07:48:16 |
| Burleson Outdoor Power Equipment | 2016-09-01 07:48:16 | SAL ESPARZA, INC. | 2016-09-01 07:48:16 |
| Bushwackers Lawn Maint. & Specialties | 2016-09-01 07:48:16 | Salinas Irrigation Inc. | 2016-09-01 07:48:16 |
| Business Thru Government | 2016-09-01 07:48:16 | Sam Anderson Pvt Ltd | 2016-09-01 14:43:30 |
| Camp Landscaping Services | 2016-09-01 07:48:16 | S.A. Solar Mow | 2016-09-01 07:48:16 |
| Cantu Contracting Inc. | 2016-09-01 07:48:16 | SDI Lawn Service | 2016-09-01 07:48:16 |
| Carrizales Lawn & Landscaping Service | 2016-09-01 07:48:16 | Semarck Landscape Services Inc | 2016-09-01 07:48:16 |
| C&C Mowing Contractors, Inc. | 2016-09-01 07:48:16 | SeRaphia's Lotts | 2016-09-01 07:48:16 |
| CDC News | 2016-09-01 07:48:16 | Shawnee MIssion Tree Service, Inc. | 2016-09-01 07:48:16 |
| Central Landscape & Maintenance | 2016-09-01 07:48:16 | Silver Creek Materials | 2016-09-01 07:48:16 |
| Chick Landscaping, Inc. | 2016-09-01 07:48:16 | Soliz Group LLC | 2016-09-01 07:48:16 |
| City of Missouri City | 2016-09-01 07:48:16 | South East Texas Lawn & Maintenance | 2016-09-01 07:48:16 |

| | | | |
|---|---------------------|--|---------------------|
| Classic irrigation & Landscape Management | 2016-09-01 07:48:16 | Southern Green Lawn and Landscape | 2016-09-01 07:48:16 |
| Coastal Bend Yard Works | 2016-09-01 07:48:16 | Sports Field Solutions | 2016-09-01 07:48:16 |
| Coastal Maintenance Concepts, LLC | 2016-09-01 07:48:16 | Summer Breeze Lawns LLC | 2016-09-05 21:22:26 |
| Coastal Property Cleanup | 2016-09-01 07:48:16 | Telluride Construction, Inc | 2016-09-01 07:48:16 |
| Copious Operations, I.I.c | 2016-09-01 07:48:16 | Terracare Associates | 2016-09-01 07:48:16 |
| Cornerstone Maintenance, Inc. | 2016-09-01 07:48:16 | Texas Best, LLC. | 2016-09-01 07:48:16 |
| Cutting Edge Lawn care | 2016-09-01 07:48:16 | texas diamond construction llc | 2016-09-01 07:48:16 |
| Cyanocitta Cristata, Inc | 2016-09-01 07:48:16 | Tex-Sand, LLC | 2016-09-01 07:48:16 |
| Cyclone Tire Service | 2016-09-01 07:48:16 | The Arbor Experts, LLC | 2016-09-01 07:48:16 |
| Cypress Creek Pest Control, Inc. | 2016-09-01 07:48:16 | The Blue Book Building & Construction Network | 2016-09-01 23:22:26 |
| Daniels Lawn & Hauling Services | 2016-09-01 07:48:16 | THE EB FOUNDATION INC | 2016-09-01 07:48:16 |
| Davenport Construction | 2016-09-01 07:48:16 | Total Lawn and Sprinkler, Inc. | 2016-09-01 07:48:16 |
| DAVE'S LAWN SERVICE | 2016-09-01 07:48:16 | T Smith's Lawn Service | 2016-09-01 07:48:16 |
| D-Bar Contractors | 2016-09-01 07:48:16 | Tuff Cut Lawn & Landscape | 2016-09-01 07:48:16 |
| DCJ Construction | 2016-09-01 07:48:16 | UB Construction and Services | 2016-09-01 07:48:16 |
| D Davila | 2016-09-01 07:48:16 | Vergara mowing and electric motor/ pump service | 2016-09-01 07:48:16 |
| D & D Commerical Landscape Management | 2016-09-01 07:48:16 | VeriClean Services Corporation | 2016-09-01 07:48:16 |
| DeAngelo Brothers LLC | 2016-09-01 07:48:16 | VMC Landscape Services | 2016-09-01 07:48:16 |
| Denton Lawn Sprinkler, Inc. | 2016-09-01 07:48:16 | Wacker and Sons Professional Lawn Care | 2016-09-01 07:48:16 |
| Derrick n Noah Lawn Service | 2016-09-01 07:48:16 | Walter-Keith Enterprises Inc, LLC | 2016-09-01 07:48:16 |
| DezTex Industrial Service | 2016-09-01 07:48:16 | Walter Washington III | 2016-09-01 07:48:16 |
| Diamond M Field Services LLC | 2016-09-01 07:48:16 | Water Experts of Texas Irrigation & Landscaping, LLC | 2016-09-01 07:48:16 |
| D.I.V.A.S.LLC | 2016-09-01 07:48:16 | WCD Enterprises LLC | 2016-09-06 11:29:24 |
| D&M Commercial Lawn Services, LLC | 2016-09-01 07:48:16 | Webbs Landscape Management | 2016-09-01 07:48:16 |
| DMJ Landscaping | 2016-09-02 20:29:26 | Weldon's Lawn and Tree | 2016-09-01 07:48:16 |
| Dorame General Repair and Lawn, LLC | 2016-09-01 07:48:16 | Westco Grounds Maintenance Co., Inc. | 2016-09-01 07:48:16 |
| Double S | 2016-09-01 07:48:16 | Williams Transport | 2016-09-01 07:48:16 |
| Durba Construction | 2016-09-02 07:01:23 | Worth Landscaping | 2016-09-01 07:48:16 |
| Duval Logistics, LLC. | 2016-09-01 07:48:16 | Yes America Now, Inc | 2016-09-01 07:48:16 |
| Dyna-Mist Construction | 2016-09-01 07:48:16 | ZLynx Enterprise, Inc. | 2016-09-01 07:48:16 |
| Eagle Precision Lawn Care L.L.C. | 2016-09-01 07:48:16 | | |
| Earl Etten | 2016-09-01 07:48:16 | | |
| Earthtones Landscape Maintenance | 2016-09-01 07:48:16 | | |
| Ecocutter | 2016-09-01 07:48:16 | | |
| Ed's Lawn Maintenance Services | 2016-09-01 07:48:16 | | |
| ELI'S LAWN SERVICE | 2016-09-01 07:48:16 | | |
| Elite Greenscape Services | 2016-09-01 07:48:16 | | |
| Encore Group | 2016-09-01 07:48:16 | | |
| Encore Group Lawn and Landscape of Gre | 2016-09-01 09:57:28 | | |
| Encore Lawn and Landscape of Greater H | 2016-09-01 07:48:16 | | |
| ERMC IV LP | 2016-09-01 07:48:16 | | |

Access

| | | |
|--|-------------------------|---|
| BidClerk | 2016-09-05 04:11 AM CDT | |
| Charter Communications | 2016-09-06 05:26 AM CDT | |
| Hearn Company | 2016-09-01 03:01 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Earl Etten | 2016-09-01 09:45 PM CDT | |
| Groundstar Inc | 2016-09-01 06:34 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Encore Group Lawn and Landscape of Gre | 2016-09-01 10:39 AM CDT | #16024 REBID Mowing for Parks Department .pdf |

| | | |
|---|-------------------------|---|
| Aziaa Corp | 2016-09-02 04:42 AM CDT | |
| WCD Enterprises LLC | 2016-09-06 12:27 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Onvia | 2016-09-01 01:01 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Hydrozone Landscape Corporation | 2016-09-16 02:28 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Cornerstone Maintenance and Landscaping | 2016-09-01 04:53 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Perkens WS Corporation | 2016-09-01 12:15 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| DMJ Landscaping | 2016-09-02 09:27 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| M & J lawn service | 2016-09-12 10:15 AM CDT | |
| Sam Anderson Pvt Ltd | 2016-09-01 08:45 AM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Durba Construction | 2016-09-02 08:00 AM CDT | #16024 REBID Mowing for Parks Department .pdf |
| North America Procurement Council | 2016-09-06 05:13 AM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Summer Breeze Lawns LLC | 2016-09-05 10:18 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Classic irrigation & Landscape Management | 2016-09-01 09:47 PM CDT | |
| NCC Services, Inc. | 2016-09-06 04:44 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Davenport Construction | 2016-09-08 09:37 AM CDT | |
| Eagle Precision Lawn Care L.L.C. | 2016-09-02 09:31 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| The Blue Book Building & Construction Net | 2016-09-02 12:16 AM CDT | #16024 REBID Mowing for Parks Department .pdf |
| I Sqft Plan Room | 2016-09-02 05:11 AM CDT | |
| Capital Sign Associates, LLC | 2016-09-21 01:41 PM CDT | |
| Neo Global Enterprises, LLC | 2016-09-19 09:27 AM CDT | #16024 REBID Mowing for Parks Department .pdf |
| McLemore Building Maintenance | 2016-09-07 08:54 AM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Camp Landscaping Services | 2016-09-01 12:28 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Lane's Lawn & Tractor Service | 2016-09-01 05:25 PM CDT | #16024 REBID Mowing for Parks Department .pdf |
| K & K Tractor Services LLC | 2016-09-01 10:05 AM CDT | #16024 REBID Mowing for Parks Department .pdf |
| BIO Landscape & Maintenance, Inc. | 2016-09-01 09:01 AM CDT | #16024 REBID Mowing for Parks Department.pdf |
| BTLS | 2016-09-01 09:36 AM CDT | #16024 REBID Mowing for Parks Department .pdf |
| Tukmol General Contractor | 2016-09-03 04:21 AM CDT | |
| Telluride Construction, Inc | 2016-09-01 10:11 AM CDT | |

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 24, 2016 Appropriation
Requested By: Ken Adcox Source of Funds: _____
Department: Police Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

- 1. Ordinance**
- 2. PowerPoint Presentation**
- 3. Drug Free Zones Map**

SUMMARY & RECOMMENDATIONS

Texas Health and Safety Code, Section 481.134 allows for enhancement of penalties and fines related to certain drug offenses within 1,000 feet of certain premises, including city parks with certain playground equipment or play stations; elementary and secondary public school property, junior college campuses, and private day care nurseries. In general, persons found in possession of narcotics within a designated drug free zone may have the penalties associated with the offense enhanced by one category (i.e. 3rd Degree Felony to a 2nd Degree Felony).

The Harris County District Attorney's Office requires communities wanting to enforce these drug free zones to adopt a map illustrating applicable property boundaries and Drug Free Zone perimeters, through the community's respective City Councils, via City Ordinance. Appropriate signage warning of Drug Free Zones is highly encouraged and would aid prosecution efforts greatly.

Action Required of Council:

Consider approval or other action to adopt an Ordinance establishing Drug Free Zones and adopting a map illustrating the Drug Free Zone perimeters.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA PORTE, TEXAS APPROVING A MAP AS THE OFFICIAL RECORD OF THE LOCATION AND BOUNDARIES OF DRUG-FREE ZONES WITHIN THE CITY LIMITS IN ORDER TO AID CRIMINAL PROSECUTION IN ENHANCEMENT OF CRIMINAL PENALTIES FOR UNLAWFUL DRUG ACTIVITIES IN THESE ZONES; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of La Porte, Texas recognizes that the Texas State Legislature has authorized penalties for certain drug offenses established in the Texas Health and Safety Code and occurring in, on, or within 1,000 feet of premises owned, rented, or leased by an institution of higher learning, the premises of a public or private youth center, or a playground; or in, on, or within 300 feet of the premises of a public swimming pool, or video arcade facility; or in, on, or within 1,000 feet of the premises of a school; or on a school bus; or in, on or within 1,000 feet of any real property that is owned, rented, or leased to a school or school board; and

WHEREAS, to aid in the criminal prosecution of certain drug offenses established in the Texas Health and Safety Code, it is necessary for the City of La Porte to adopt an Ordinance approving a map as the official record of the location and boundaries of all institutions of higher learning, playgrounds, schools, video arcade facilities, youth centers, public swimming pools and real property owned, rented or leased to a school or school board, as those terms are defined in the Texas Health and Safety Code, and to identify those facilities and the qualifying areas around such facilities as drug-free zones; and

WHEREAS, because the La Porte Police Department's success in reducing drug trafficking in the City of La Porte, Texas is contingent upon effective prosecution by the Harris County District Attorney's office of these offenses, the La Porte City Council encourages prosecutors in the Harris County District Attorney's office to prosecute, based upon the enhanced penalties that the law provides and to utilize the map herein adopted as evidence in the prosecution of such cases; now therefore:

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

Section 1. That the facts and recitations set forth in the preamble of this ordinance are true and correct.

Section 2. The map attached hereto as "Exhibit A" and incorporated herein by reference for all purposes, is hereby approved as the official map of the location and boundaries of all drug-free zones located within the territorial limits of the City of La Porte, Texas, as the term "drug-free zones" is defined in the Texas Health and Safety Code.

Section 3. A copy of this Ordinance and the map attached as "Exhibit A", once approved, shall be filed with the County Clerk of Harris County as required by the Texas Health and Safety Code and maintained as an official record of the City of La Porte, Texas.

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

Section 5. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. This Ordinance shall take effect and be in force from and after its passage and approval.

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

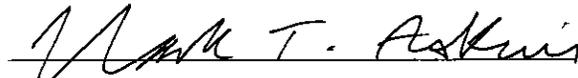
CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney

Drug Free Zones

City of La Porte, Texas





Drug Free Zones

- Texas Health and Safety Code, Section 481.134:
 - Allows for enhancement of penalties and fines related to certain drug offenses
- Within 1,000 feet of certain premises, including public parks with certain playground equipment or play stations; elementary and secondary public school property, junior college campuses, and private day care nurseries.

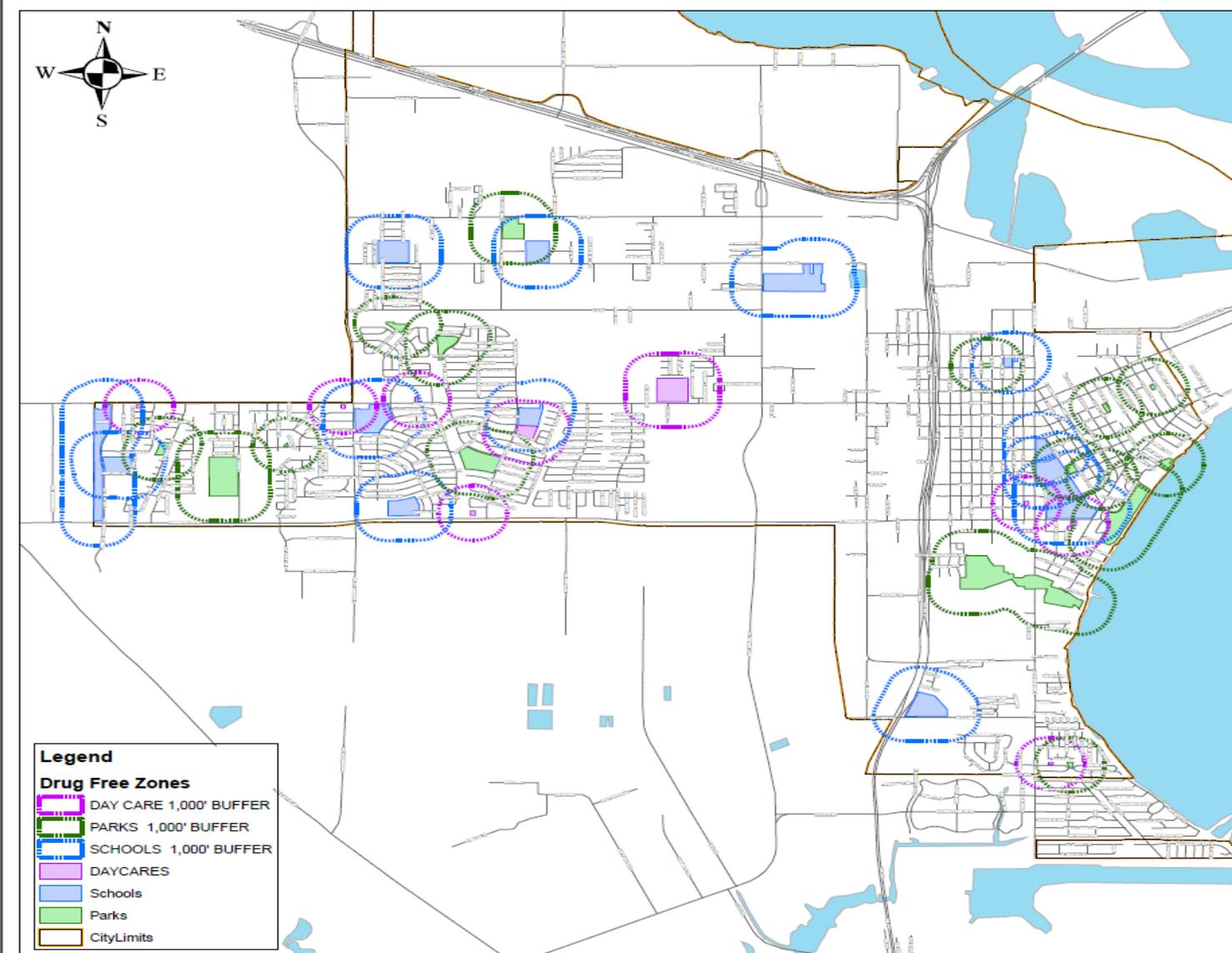


Drug Free Zones

- Certain drug offenses punishable by incarceration and fine may be enhanced, if it is shown at the punishment phase that the offense occurred 1,000 feet of specific property outlined in the Texas Health and Safety Code.
- Council must adopt a map illustrating applicable property boundaries and Drug Free Zone perimeters of 1,000 feet. Council must adopt ordinance declaring Drug Free Zones around certain properties.
- Proper signage is highly recommended by the Harris County District Attorneys Office at appropriate locations warning of Drug Free Zones.



Drug Free Zones Map





Drug Free Zone Signage

WARNING

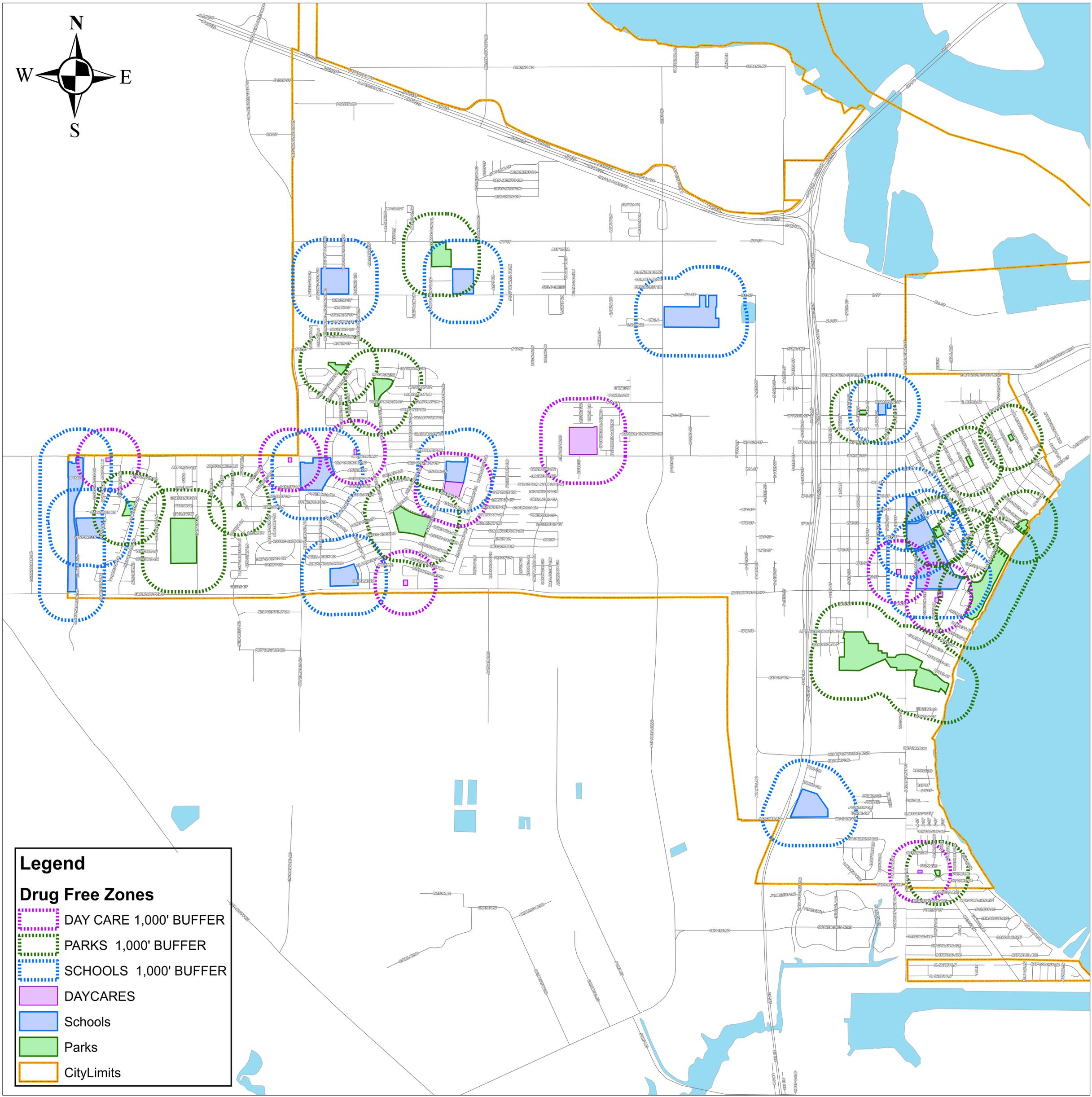
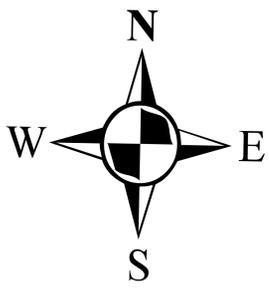


DRUG FREE ZONE



Jail time and fines can be doubled for the sale or possession of drugs in this area.

Texas H & S code sec. 481.134



Legend

Drug Free Zones

- DAY CARE 1,000' BUFFER
- PARKS 1,000' BUFFER
- SCHOOLS 1,000' BUFFER
- DAYCARES
- Schools
- Parks
- CityLimits

REQUEST FOR CITY COUNCIL AGENDA ITEM

| | |
|---|--|
| Agenda Date Requested: <u>October 24, 2016</u> | <u>Appropriation:</u> |
| Requested By: <u>Traci Leach</u> | Source of Funds: 015 |
| Department: <u>Administration</u> | Account Number: |
| Report: ____ Resolution: ____ Ordinance: ____ | Amount Budgeted: <u>\$65,000</u> |
| Exhibits: Approved Monument Design Bid Tabulation | Amount Requested: <u>\$80,579.35</u> |
| | Budgeted Item: <u>Yes</u> |

SUMMARY & RECOMMENDATION

In the FY16 budget, the City partnered with TXDOT to beautify the median entryway at Wharton Weems Blvd and SH146. TXDOT is currently underway on the construction of its portion of the project- removal of existing concrete, installation of pavers, and installation of irrigation and landscaping. The TXDOT work will occur in two time frames, with the demolition work happening now and the landscape and paver work occurring once the City’s portion of the project is completed.

The City included \$75,000 in the CIP to construct an entryway monument. The City engaged an architectural design firm, Knudson LP, to create several design concepts for Council consideration and Council selected Design Option 3 at the May 2016 Council meeting. Estimated construction cost at this time is approximately \$65,000.

Bid No. 16023 was advertised in the Bay Area Observer on August 25 and September 1, with a bid opening on September 13, 2016. Two bids were received and the low bid submitted by Capital Sign Associates, LLC was approximately \$15,000 over the construction budget. While staff anticipated that this may be the case, the bids were still higher than what was expected. At this time, staff has several options for Council’s consideration:

- **Option 1:** Accept the bids, as submitted, and award to Capital Sign Associates, LLC in the amount of \$80,579.35 and authorize staff to utilize \$20,579.35 from the CIP contingency amount (\$100,000) to cover the overage amount. As indicated during the May briefing, staff will pursue a grant opportunity to offset the overage amount, which, if awarded, would eliminate the need to use contingency funds. It should be noted that while initial indications are that the City’s project would qualify, there is no guarantee that the project will be awarded a grant. The benefit of selecting this option is that the project can move forward as designed and within the time frame that staff had expected. The disadvantage to selecting this option is that the cost of the project may be more than anticipated if the City is not able to secure the grant.
- **Option 2:** Reject the bids, as submitted, and work with the architect to value engineer the project in hopes of getting better bids when the project is re-bid. The benefit of selecting this option is that there’s an opportunity for the City to obtain better bids by re-evaluating the materials and options for the monument construction. Staff has already identified several components such as completing lighting separately, changing the stone façade treatment from veneer to chopped block, and transitioning to stucco in the lettering area that may provide

some cost savings. The disadvantage to selecting this option is that the construction of the monument itself would be delayed and there would not be a guarantee of cost savings on a re-bid.

Staff is seeking direction on the next step.

Action Required by Council:

Provide direction regarding construction of the Wharton Weems entryway monument.

Approved for City Council Agenda

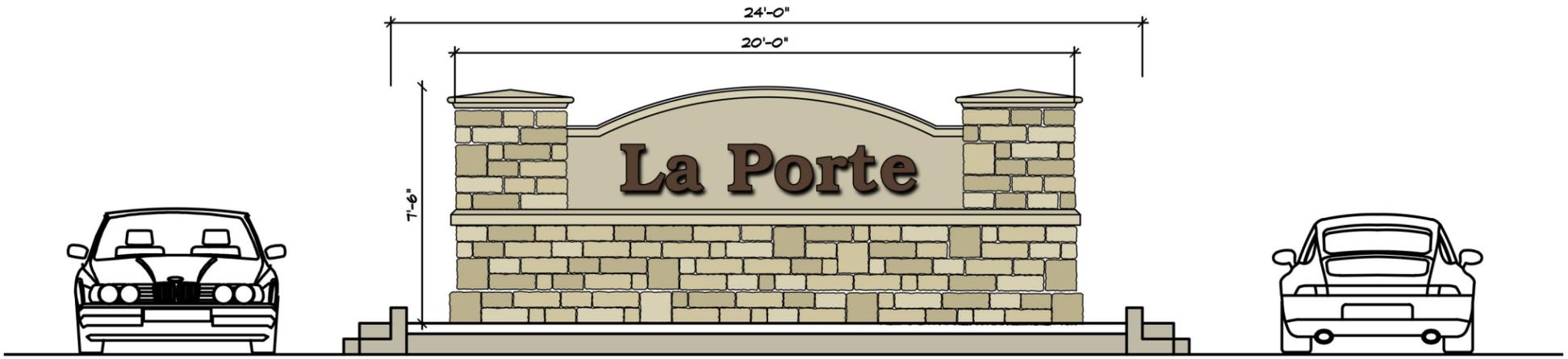
Corby D. Alexander, City Manager

Date

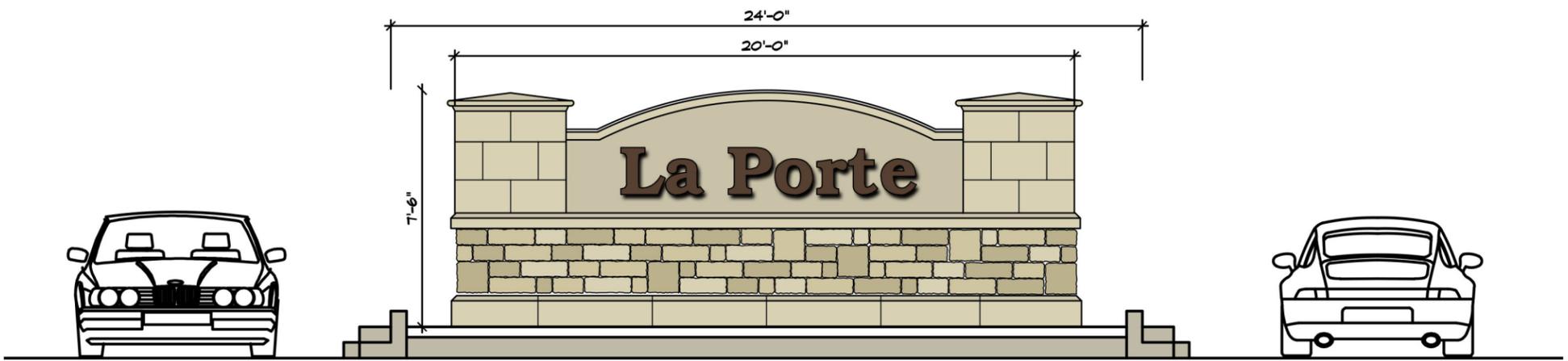
| Item Descriptions | UOM | Capital Sign Associates, LLC | | | Hoggatt, LP | | |
|-------------------------------------|-----|------------------------------|-----------|---------------|-------------|-----------|---------------|
| | | QTY | Unit Cost | Extended Cost | QTY | Unit Cost | Extended Cost |
| Mobilization | LS | 1 | 1000 | 1000 | 1 | | 500 |
| Structural Foundation | LS | 1 | 5963 | 5963 | 1 | | 40927 |
| CMU Construction (as detailed) | SF | 192 | 68.16 | 13086.72 | | | 10408 |
| Chopped Stone Masonry (as detailed) | SF | 48 | 272.64 | 13086.72 | | | 5940 |
| Cast Stone Masonry (as detailed) | SF | 297 | 63.03 | 18719.91 | | | 17200 |
| Electrical Work | EA | 1 | 4970 | 4970 | 1 | | 6900 |
| LED Sign Lighters | EA | 6 | 1900 | 11400 | | | 20700 |
| Steel Pin Letter Package | EA | 2 | 2005 | 4010 | 2 | | 4450 |
| Traffic Control per TXDOT standards | DAY | 2 | 1325 | 2650 | | | No Bid |
| Contractor Bonds | AL | 1 | 2000 | 2000 | 1 | | 3020 |
| Contractor Insurance | AL | 1 | 693 | 693 | 1 | | 1150 |
| General Conditions | AL | 1 | 3000 | 3000 | 1 | | 250 |
| Total Base Bid | | | | 80579.35 | | | 111445 |

Line item 5, chopped stone masonry extension is incorrect on original bid. Bid reads 48 SF x 272.64 = \$13709.00. Should read 48 SF x 272.64 = 13086.72

| | | |
|-------------------------|-----|-----|
| Addendum 1 acknowledged | no | yes |
| Addendum 2 acknowledged | no | yes |
| Bid Bond | yes | yes |



Option #1

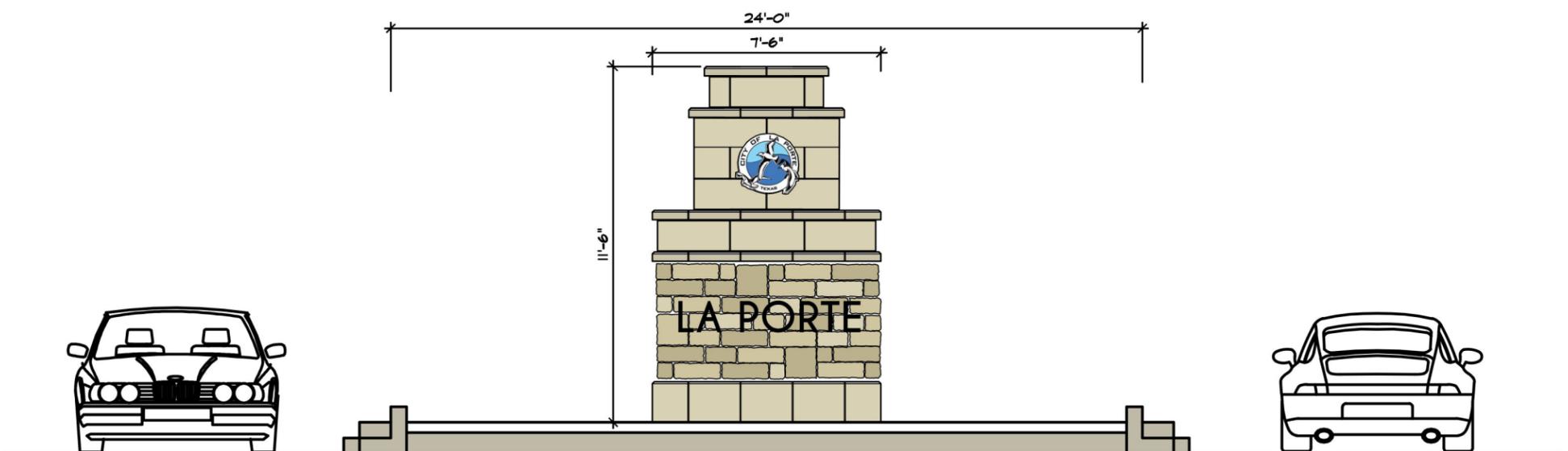


Option #2

This option was selected by Council



Option #3



Option #4



**Council Agenda Item
October 24, 2016**

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

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 24, 2016

Requested By: Matt Hartleib

Department: Human Resources

Report: ___ **Resolution:** ___ **Ordinance:** ___

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ___YES ___NO

SUMMARY & RECOMMENDATION

This item has been placed on the agenda to provide the Council with an update on the upcoming insurance coverage proposals that will be considered at the November 14, 2016 meeting.

On June 13, 2016, IPS was selected to be the benefits consultant for the City of La Porte. Since that time, IPS has been working with both City staff and the City's current benefit providers, particularly Aetna, to obtain utilization information that can be used to solicit bids for the City's benefits package.

On September 1, 2016, the City advertised for proposals for medical insurance, third party administrator, stop loss insurance, vision insurance, and the over-65 retiree insurance. Proposals were received on September 27, 2016 and IPS is currently soliciting best and final offers from the top respondents. Initial proposals were positive, with at least one provider for each category of insurance presenting proposals that were either at or below the approved budget for each line of coverage.

The best and final offers are due to IPS today and a Chapter 172 meeting is scheduled this week to review the best and final proposals.

Staff will be bringing the Chapter 172 recommendations on all lines of coverage to the Council at the November 14, 2016 meeting for approval. Open enrollment for employees and retirees will occur immediately thereafter.

Action Required by Council:

None.

Approved for City Council Agenda

Corby Alexander, City Manager

Date



Council Agenda Item October 24, 2016

10. ADMINISTRATIVE REPORTS

- Zoning Board of Adjustment Meeting, Tuesday, October 25, 2016
- City Council Meeting, Monday, November 14, 2016
- City Council Meeting, Monday, December 12, 2016
- La Porte Development Corporation Board Meeting, Monday, December 12, 2016

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 J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp, Clausen and Mayor Rigby

12. ADJOURN
