

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTIE 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 January 9, 2017, 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 Clark Askins, Assistant City Attorney.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember John Zemanek.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition - Winners of the 2016 Christmas Parade - 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 December 12, 2016 - P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance ordering the May 6, 2017, General Election of the City of La Porte - P. Fogarty
 - (c) Consider approval or other action regarding a Resolution of the City Council of the City of La Porte, Texas, opposing any legislation that increases the maximum transport haul weights over roadways in the City of La Porte, to include heavy haul corridor(s) - T. Leach
 - (d) Consider approval or other action authorizing the Mayor to sign a letter advocating the Texas Legislature to change language of Section 505.258(1), Local Government Code to allow the La Porte Development Corporation to continue to collect sales tax as long as bonds, projects, or other obligations of the Corporation exist - T. Leach
 - (e) Consider approval or other action regarding an amendment to the bus service agreement between Harris County and the City of La Porte for local bus service for the period of twelve (12) months with the approval of Harris County - T. Leach
 - (f) Consider approval or other action awarding Bid #17006 for Water and Sewer Supplies- D. Pennell
 - (g) Consider approval or other action awarding Bid# 17001 for Browning and Golden Drainage Improvements Project- D. Pennell

- (h) Consider approval or other action awarding Bid# 17008 for Clarifier Rehabilitation at the City of La Porte Wastewater Treatment Facility - D. Pennell
- (i) Consider approval or other action regarding an Ordinance amending Chapter 2, "Administration" of the Code of Ordinances of the City of La Porte, by adopting rules for electronic submission of bids and proposals in accordance with Section 252.0415, Texas Local Government Code - C. Daeumer
- (j) Consider approval or other action regarding a professional services agreement with HDR Engineering, Inc., for on-going GIS technical services - B. Sterling

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments on the recommendation of the Dangerous Building Inspection Board for condemnation of dangerous/substandard buildings located at 403 Arizona; 223 Bayside Dr.; 2823 S. Broadway # 1 and 211 N. Forrest; consider approval or other action regarding Ordinances for condemnation of dangerous/substandard buildings located at 403 Arizona; 223 Bayside Dr., 2823 S. Broadway # 1 and 211 N. Forrest - M. Collier

8. AUTHORIZATIONS

- (a) Consider approval or other action authorizing the purchase of one horizontal grinder from RotoChopper for a total amount of \$270,158.00 - D. Pennell

9. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding appointments to fill vacancies on the City of La Porte Zoning Board of Adjustment - P. Fogarty

10. REPORTS

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

11. ADMINISTRATIVE REPORTS

- City Council Meeting, Monday, January 23, 2017
- Planning and Zoning Commission Meeting, Thursday, January 19, 2017
- Zoning Board of Adjustment Meeting, Thursday, January 26, 2017

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

13. EXECUTIVE SESSION

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

Texas Government Code, Section 551.072 - Deliberation regarding Real Property: Meet with City Manager and City Attorney to discuss acquisition of real property adjacent to Fitness Center.

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

15. 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 January 9, 2017 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on January 3, 2017.

Patrice Fogarty



**Council Agenda Item
January 9, 2017**

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**Council Agenda Item
January 9, 2017**

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

The City Council of the City of La Porte met in a regular meeting on **Monday, December 12, 2016**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Engelken, J. Martin, K. Martin, Leonard, Earp, Zemanek, Clausen, and Kaminski. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Clark Askins, Assistant City Attorney.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Dottie Kaminski.
4. **PRESENTATIONS, PROCLAMATIONS and RECOGNITIONS**
 - (a) Recognition – Employees of the Third Quarter (2016) – Rachel Gomez and Trudy Rayburn – City of La Porte Emergency Medical Services (EMS) Department – Mayor Rigby

Mayor Rigby recognized Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016.

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

Chuck Rosa, 812 S. Virginia, addressed Council regarding his participation in the 2016 City University, the Yellow Rose of Texas, and wished Council a Merry Christmas.

Richard Warren, 8730 Collingsdale, thanked Council for their support of the La Porte Civic Club and wished them a Merry Christmas.

Jason Bailey, Partner with Perdue, Brandon, Fielder, Collins & Mott, addressed Council and thanked them for allowing the firm to serve the City since 1998. Mr. Bailey advised Council the firm accomplished all goals given to it by the City. In addition, Mr. Bailey asked Council to look at the process and metrics for collecting delinquent taxes and thanked Council for past service.

Sam Karumsi, Manager of Days Inn, addressed Council advising he spoke with City Manager Corby Alexander regarding his concerns about parking at the hotel.

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 meeting held on November 14, 2016 – P. Fogarty
 - (b) Consider approval or other action awarding Request for Proposal #17502 for Delinquent Ad Valorem Tax Collection Services – M. Dolby
 - (c) Consider approval or other action regarding a Resolution authorizing publication of a notice of intention to issue certificates of obligation – M. Dolby
 - (d) Consider approval or other action authorizing the Mayor to execute amendments to the Local Government Code Chapter 380 Agreement between the City of La Porte and Ybarra Restaurants, Inc., for waiver of payment for closure of street right-of-way in connection with the construction of a new El Toro restaurant – T. Leach
 - (e) Consider approval or other action regarding an Ordinance amending Chapter 70 “Traffic and Vehicles” of the Code of Ordinances by amending truck route regulations to add site plan requirements for establishments offering fuel to commercial vehicles – C. Alexander
 - (f) Consider approval or other action authorizing the Mayor to execute an Interlocal Agreement with the City of Morgan’s Point to provide an emergency water main interconnect – D. Pennell
 - (g) Consider approval or other action awarding Bid # 17005 for plastic garbage bags – D. Pennell
 - (h) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing a portion of N. 25th Street and West Polk Street rights-of-way – B. Sterling
 - (i) Consider approval or other action regarding an Ordinance abandoning and releasing an existing 16-foot-wide public utility easement located within the abandoned east/west alley of Block 48, Town of La Porte, Harris County, Texas – B. Sterling
 - (j) Consider approval or other action regarding a Resolution reaffirming the City’s Investment Policy – S. Wolny

Consent Items, E, F and G were pulled for questions, and Councilmember Clausen requested Item B to be voted on separately.

Regarding Item E, Councilmember J. Martin asked for a review of the changes to the proposed Ordinance. City Manager Corby Alexander advised the proposed Ordinance will require any commercial motor vehicles in combination with a truck and trailer to be limited to fueling at three designated truck stops in the City; and any other commercial motor vehicles not in combination with a truck and trailer will be allowed to fuel at other locations along a truck route provided the location has an approved site plan with the City.

Regarding Item F, Councilmember Earp had questions regarding Paragraph 2.5 of the Interlocal Agreement with Morgan’s Point, and asked shouldn’t the City of La Porte have control over the water usage being turned on by the City of Morgan’s Point. Assistant Director of Public Works Don Pennell responded that during an emergency situation the City of Morgan’s Point will be allowed to turn the water usage on, and they have to notify the City of La Porte as soon as possible.

Councilmember Earp asked how the City of La Porte will maintain control. Mr. Pennell responded the City of La Porte has set restrictions on how much water can be pumped over a specific period of time, and also stated that the water is metered. The fact that the City of Morgan's Point will be compensating the City of La Porte at a rate equal to 150 percent of the standard utility rate charged to La Porte customers will provide its own level of control.

Regarding Item G, Councilmember Leonard asked if the proposed garbage bags are the same size as the City currently uses and with the same company. Assistant Public Works Director advised it is not the same company, but the bags are the same size.

Regarding Item B, Mayor Rigby questioned the specification for awarding Delinquent Ad Valorem Tax Collection Services. Finance Director Michael Dolby responded Staff thought it would be a good methodology. Council approved the matrix measures. He agreed that if the numerator goes higher, the collection rate goes down.

Councilmember Engelken made a motion to approve Consent Agenda Items 6 a, and c-j pursuant to staff recommendations. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Councilmember Zemanek made a motion to approve Consent Agenda Item 6b pursuant to staff recommendations. Councilmember Kaminski seconded. **MOTION PASSED 7/2.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3658**: AN ORDINANCE AMENDING CHAPTER 70 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES BY AMENDING TRUCK ROUTE REGULATIONS TO ADD SITE PLAN REQUIREMENTS FOR ESTABLISHMENTS OFFERING FUEL TO COMMERCIAL VEHICLES; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED FIVE HUNDRED DOLLARS ' PROVIDING FOR THE PUBLICATION OF THIS CAPTION HEREOF; AND AN EFFECTIVE DATE HEREOF.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3659**: AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE NORTH 25TH STREET AND WEST POLK STREET RIGHTS-OF-WAY; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNER; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND AN EFFECTIVE DATE HEREOF.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3660**: AN ORDINANCE ABANDONING AND RELEASING AN EXISTING SIXTEEN (16) FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED WITHIN THE ABANDONED EAST/WEST ALLEY OF BLOCK 48, TOWN OF LA PORTE, HARRIS COUNTY, TEXAS, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND AN EFFECTIVE DATE HEREOF.

7. PUBLIC HEARING AND ASSOCIATED ORDINANCES

- (a)** Continue public hearing to receive comments on the Dangerous Building Board recommendation of condemnation of dangerous/substandard buildings located at 0 S. Lobit and 3313 Bayer; consider approval or other action regarding Ordinances for condemnation of dangerous/substandard buildings located at 0 S. Lobit and 3313 Bayer – M. Huber

The public hearing, which was continued from the September 12, 2016, council meeting, was reopened at 6:29 p.m.

Building Official Mark Huber presented a summary of five structures, located at 0 S. Lobit, 3142 Fondren; 727 S. Kansas; 202 N. Forrest; and 3313 Bayer, which were discussed at the

September 12, 2016, council meeting, and given a 90-day extension to either complete or substantially complete repairs or be demolished, be removed from the dangerous building list.

Mr. Huber stated that of the five properties which were given the 90-day extension, two have already been demolished, one has been completely repaired, and of the two remaining, 0 S. Lobit and 3313 Bayer, they have been permitted and repairs are underway. Mr. Huber recommended all five structures be removed from the dangerous building list.

The public hearing was closed at 6:31 p.m.

Councilmember Engelken made a motion to deny adoption of Ordinances for condemnation. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

8. AUTHORIZATIONS

- (a) Consider approval or other action awarding Bid #16018 for the City of La Porte Depot Expansion – C. Alexander

City Manager Corby Alexander presented a summary.

Councilmember Earp made a motion to award Bid # 16018 for City of La Porte Depot Expansion. Councilmember Kaminski seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

9. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding the City of La Porte's participation in branch early voting with La Porte Independent School District during the May 2017 general election – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Councilmember Zemanek made a motion to conduct early voting this year at the ITC Building and City Hall, and that in future elections, that early voting remain at these two facilities until changes are made by a future Council. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

10. REPORTS

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

Councilmember Engelken provided a report of the La Porte Development Corporation Board meeting held prior to the City Council Meeting.

- (b) Receive report on the Gilley's development project – T. Leach/D. Miles

David Miles of Spherical Development provided an update on the Gilley's development project.

Councilmember Engelken questioned the timeline of the project. Mr. Miles responded that construction will begin in spring of 2017 and open in spring of 2018.

Councilmember Leonard commented he would like to see construction of the Gilley's facility before supporting development of other pieces of the property.

Councilmember Earp asked how close the project is to meeting business needs on Phase I. Mr. Miles advised short-term, medium-term and long-term monies have been met and are in negotiations for \$20,000,000.00 - \$50,000,000.00.

Bob Lee, 926 Oak Leaf St., spoke in favor of the Gilley's development project.

Councilmember J. Martin requested periodic updates in the future on the project.

Mike Wilson spoke and stated the 501(c)(3) is excited to be working on this project in La Porte.

(c) Receive report for ONE Solution – M. Dolby

Finance Director Michael Dolby presented a summary.

Tom Amburgey, representative of Sungard, Vice President & General Manager for Public Administration for Sungard Public Sector, presented an update on One Solution.

Councilmember Engelken commented he is disappointed the software is not suitable for all of the models of the City; the implementation time is unacceptable; and he advises the Assistant City Attorney to look at the contract to see what types of legal actions can be taken against Sungard. In addition, Councilmember Engelken asked when the go live date will be. Mr. Amburgey advised the end of January 2017 for the general ledger portion and end of April 2017 for the payroll. Councilmember Engelken requested Sungard provide an update on the progress in February 2017.

Mayor Rigby asked for the termination clause and breach of the contract and the timeline for going out for requests for proposals at the update in February.

11. ADMINISTRATIVE REPORTS

City Manager Corby Alexander advised Council he is working with Mr. Sam Karumsi, Manager of Days Inn, and reminded Council of the City Hall Christmas luncheon on Wednesday at 11:00 a.m.

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

Councilmember Kaminski commented she attended Christmas festivities at the City of La Porte Parks and Recreation; Police and Fire Departments and had a great time and congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016;

Councilmember Zemanek congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016 and commented he would love to see the museum come to La Porte at the Town Center; asked Council to revisit the heavy haul resolution and wished everyone a Merry Christmas and a happy and safe New Year;

Councilmember Leonard and congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016 and wished everyone a Merry Christmas and prosperous New Year;

Councilmember Engelken and congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016; commented he would like the City to get what was paid for from ONE Solution and wished everyone a Merry Christmas and a Happy New Year;

Councilmember Earp and congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016; commented he would like to see the Town Center begin development and wished everyone a Merry Christmas and a Happy New Year;

Councilmember Clausen and congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016; commented he is anxious to get the Town Center developed and wished everyone a Merry Christmas and a Happy New Year;

Councilmember J. Martin and congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016; spoke highly of EMS Chief Ray Nolen; commented to David Miles he is on the right track with the Fallen Heroes and encourage him to continue looking for high level tenants and wished everyone a Merry Christmas and to be safe;

Councilmember K. Martin and congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016; thanked Parks and Recreation Director Rosalyn Epting for everything at Christmas on Main Street and wished everyone a Merry Christmas and a Happy New Year; and

Mayor Rigby congratulated Rachel Gomez and Trudy Rayburn as Employees of the Third Quarter 2016; thanked David Miles for the update; commented the Fallen Warriors is an excellent concept; commented he enjoyed all of the Christmas festivities, and congratulated Parks and Recreation on a successful Christmas on Main Street.

13. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 8:16 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Patrice Fogarty, City Secretary

Passed and approved on January 9, 2017.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 9, 2017</u>
Requested By: <u>Patrice Fogarty, City Secretary</u>
Department: <u>City Secretary</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> X </u>

<u>Budget</u>	
Source of Funds:	<u>General Budget</u>
Account Number:	<u>6067-510-6004</u>
Amount Budgeted:	<u>\$35,000</u>
Amount Requested:	<u>\$35,000</u>
Budgeted Item:	<u>YES NO</u>

Exhibits: Ordinance ordering May 6, 2017, election

SUMMARY & RECOMMENDATION

City Council is being asked to consider adopting an ordinance ordering a general election of the City of La Porte to be held on May 6, 2017. The general election will be held jointly with the La Porte Independent School District and San Jacinto College.

The purpose of the general election is to elect City officials for the following offices:

- Councilperson-at-Large-Position B, for a three-year term;
- Councilperson-District 1, for a three-year term; and
- Councilperson-District 6, for a three-year term.

Adopting this ordinance is well within the statutory deadline to order the general election as the deadline is February 17, 2017.

Action Required by Council:

Consider approval or other action of an ordinance ordering a general election on May 6, 2017, and providing for a joint election with LPISD and the San Jacinto College.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2017-_____

AN ORDINANCE ORDERING THE REGULAR ANNUAL ELECTION OF THE CITY OF LA PORTE, TEXAS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR A JOINT ELECTION WITH THE LA PORTE INDEPENDENT SCHOOL DISTRICT AND THE SAN JACINTO COLLEGE DISTRICT; PROVIDING FOR THE USE OF VOTING MACHINES; APPOINTING ELECTION OFFICIALS; PROVIDING FOR METHOD, LOCATIONS AND DATES OF EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR RETURN AND CANVASS OF VOTES OF SAID ELECTION; PROVIDING FOR A RUN-OFF ELECTION, IF NECESSARY, ON THE SECOND SATURDAY IN JUNE; PROVIDING FOR NOTICE; PROVIDING A SAVINGS CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. An election shall be held within the corporate limits of the City of La Porte, Texas, on the 6th day of May, 2017, such day being the first Saturday in May, 2017, between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M., for the purpose of electing the following City officials:

Councilperson-at-Large – Position B, for a 3-year term
Councilperson--District 1, for a 3-year term
Councilperson--District 6, for a 3-year term

This will be a joint election with the La Porte Independent School District and the San Jacinto College District.

A run-off election will be held, if necessary, on June 10, 2017, that day being the second Saturday in June, 2017, between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M.

Section 2. Said election shall be held at each of the following voting places within said City, and the following named persons are hereby appointed as officers of said election, to-wit:

Election Precinct #1

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at a point on the east right-of-way line of Underwood Road, said point being the southwest corner of Tract 490B-1, La Porte Outlots, and the northwest corner of Reserve A1, Block 14, Creekmont, Section 2;

THENCE in a westerly direction a point for corner on the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west right-of-way line of Underwood Road to its projected intersection with the north right-of-line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to the southwest corner of Tracts 30A & 30A-1, Strang Subdivision;

THENCE in a northerly direction along the west line of Tracts 30A & 30A-1, Tracts 17A & 18, and Tracts 17A-1 & 18A, Strang Subdivision, to a point for corner at the northwest corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in an easterly direction along the north line of Tracts 17A-1 & 18, Strang Subdivision to a point for corner at the northeast corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in a southerly direction along the east line of Tracts 17A-1 & 18, Tracts 17A & 18, and Tracts 30A & 30A-1, Strang Subdivision to a point for corner at the southeast of Tracts 30A & 30A-1, said point being located on the north right-of-way line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to its intersection with the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in a westerly direction along the centerline of Old La Porte Road to the west right-of-way line of Sens Road;

THENCE in a southerly direction along the west right-of-way of Sens Road to the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to the projected northeast corner of Tracts 1A & 1B, La Porte Outlots;

THENCE in a westerly direction along the north line of Tracts 1A & 1B, Lot 2, Lot 3, Lot 4, Lots 5 & 6, Lot 7, Lots 8, 13 & 28, and Lots 9, 10, 10-1/2, 11, 11-1/2, 30 & 30-1/2 to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in a southerly direction along the east line of Tract 471, La Porte Outlots to a point at the southeast corner of Tract 471, La Porte Outlots;

THENCE in a westerly direction along the south line of Tracts 471, Tracts 471D & 471D-1 and Tract 471D-2, to the east line of the City of La Porte Municipal Airport;

THENCE in a southerly direction along the east line of the City of La Porte Municipal Airport to the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to the centerline of Farrington Boulevard;

THENCE in a northerly direction along the centerline of Farrington Boulevard to the centerline of Meadow Place Drive;

THENCE in a westerly direction along the centerline of Meadow Place Drive to its projected intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to the projected north line of the Creekmont Subdivision;

THENCE in a westerly direction along the north line of the Creekmont Subdivision to POINT OF BEGINNING of the herein-described District 1 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #2

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and a line projected south from the southwest corner of Tract 17K, W.M. Jones Survey, A-482;

THENCE in a northerly direction along the west line of Tracts 17K, 17K-1, 17-D, 17E & 17R, and 17M, W.M. Jones Survey, A-482, to its projected intersection with the north right-of-way line of Spencer Highway (West Main Street);

THENCE in an easterly direction along the north right-of-way line of Spencer Highway (West Main Street) to its intersection with the projected centerline of Clarksville Road;

THENCE in a southerly direction along the centerline of Clarksville Road to its intersection with the centerline of Carlow Lane;

THENCE in an easterly direction along the centerline of Carlow Lane to its intersection with the centerline of Underwood Road;

THENCE in a southerly direction along the centerline of Underwood Road to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 2 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #3

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the centerline of Underwood Road;

THENCE in a northerly direction along the centerline of Underwood Road to its intersection with the centerline of Carlow Lane;

THENCE in a westerly direction along the centerline of Carlow Lane to its intersection with the centerline of Clarksville Road;

THENCE in a northerly direction along the centerline of Clarksville Road to its intersection with the north right-of-way line of Spencer Highway;

THENCE in an easterly direction along the north right-of-way of Spencer Highway (West Main Street) to its intersection with the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west line of Underwood Road to its intersection with the projected northernmost boundary of the Creekmont Subdivision;

THENCE in an easterly direction along the north line of the Creekmont Subdivision to its intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a southerly direction along the centerline of Big Island Slough to its intersection with the centerline of Hillridge Road;

THENCE in a westerly direction along the centerline of Hillridge Road to its intersection with the centerline of Roseberry Drive;

THENCE in a southerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Rocky Hollow Road;

THENCE in a westerly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its intersection with the centerline of Clairmont Drive;

THENCE in a westerly direction along the centerline of Clairmont Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a southerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Parkway Drive;

THENCE in an easterly direction along the centerline of Parkway Drive to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its projected intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to its intersection with the centerline of Underwood Road being POINT OF BEGINNING of the herein-described District 3 Boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #4

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at point at the intersection of the centerline of Spencer Highway (West Main Street) and the projected east line of the City of La Porte Municipal Airport;

THENCE in a northerly direction along the east line of the City of La Porte Municipal Airport to the westernmost northwest corner of Lots 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, La Porte Outlots;

THENCE in an easterly direction along the south line of Tracts 471D-2, 471D & 471D-1, and 471, La Porte Outlots, to the southeast corner of Tract 471, La Porte Outlots;

THENCE in a northerly direction along the east line of Tract 471, La Porte Outlots, to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in an easterly direction along the north line of Tracts 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, Lots 8, 13, & 28, Lot 7, Lots 5 & 6, Lot 4, Lot 3, Lot 2, and Tracts 1A & 1B, La Porte Outlots, to the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to a point 350' north of the intersection of the centerline of North "P" Street and Sens Road;

THENCE in a westerly direction along the west right-of-way of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in an easterly direction along the centerline of Old La Porte Road to its intersection with the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to its intersection with the north right-of-way line of State Highway 225;

THENCE in an easterly direction along the north right-of-way line of State Highway 225 to the northeast corner of Tract 12A, Enoch Brinson Survey, A-5;

THENCE in a westerly direction along the north line of Tract 12A and Tract 12B, Enoch Brinson Survey, A-5, to the east right-of-way line of Strang Road;

THENCE in a northerly direction along the east right-of-way of Strang Road to the northwest corner of Tract 13D-3, Staashen Subdivision;

THENCE in an easterly direction along the north line of Tracts 13D-3 and Tract 13D, Staashen Subdivision, to the west right-of-way of State Highway 146;

THENCE in a northeasterly direction along the west right-of-way of State Highway 146 to its intersection with the shoreline of San Jacinto Bay;

THENCE in a westerly direction along the meanders of the shoreline of San Jacinto Bay to a point for corner at its intersection with the north boundary line of the La Porte Independent School District;

THENCE in an easterly direction along the north line of La Porte Independent School District to its intersection with an imaginary line 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel;

THENCE in a southeasterly direction along said imaginary line situated 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel to its intersection with the north line of the City of Morgan's Point;

THENCE in a westerly direction along the north line of the City of Morgan's Point to its intersection with the west line of the City of Morgan's Point, said point being a line projected northward from the east right-of-line of North Broadway;

THENCE in a southerly direction along the east line of North Broadway to its intersection with the north line of Barbour's Cut Boulevard;

THENCE along the north line of Barbour's Cut Boulevard to its intersection with the projected east line of Donaldson Avenue;

THENCE in a southeasterly direction along the east line of Donaldson Avenue to its intersection with the centerline of East "E" Street;

THENCE in a southwesterly direction along the centerline of East "E" Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a southeasterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of Park Street;

THENCE in a southwesterly direction along the centerline of Park Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a northwesterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of East "G" Street;

THENCE in a southwesterly direction along the centerline of East "G" Street to its intersection with the centerline of South Broadway;

THENCE in a southerly direction along the centerline of South Broadway to its intersection with the centerline of Fairmont Parkway;

THENCE in a westerly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South 16th Street;

THENCE in a northerly direction along the centerline of South 16th Street to its intersection with the centerline of West "B" Street;

THENCE in a westerly direction along the centerline of West "B" Street to its intersection with the centerline of South 17th Street;

THENCE in a northerly direction along the centerline of South 17th Street to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the projected east line of the City of La Porte Municipal Airport and the POINT OF BEGINNING of the herein-described District 4 boundary.

Election Officials:

Mary Ann Trainer, Presiding Judge
Norma Repman, Alternate Presiding Judge

Election Precinct #5

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

TRACT 1:

BEGINNING at the intersection of the centerline of Spencer Highway (West Main Street) and the centerline of Fleetwood Drive;

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of South 17th Street;

THENCE in a southerly direction along the centerline of South 17th Street to its intersection with the centerline of West "B" Street;

THENCE in an easterly direction along the centerline of West "B" Street to its intersection with the centerline of South 16th Street;

THENCE in a southerly direction along the centerline of South 16th Street to its intersection with the centerline of Fairmont Parkway;

THENCE in an easterly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South Broadway;

THENCE in a northerly direction along the centerline of South Broadway to its intersection with the centerline of East "G" Street;

THENCE in a northeasterly direction along the centerline of East "G" Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a southeasterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of Park Street;

THENCE in a northeasterly direction along the centerline of Park Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a northwesterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of East "E" Street;

THENCE in a northeasterly direction along the centerline of East "E" Street to its intersection with the west line of the City of Morgan's Point;

THENCE in a southeasterly along the west line of the City of Morgan's Point to its intersection with the shoreline of Galveston Bay;

THENCE in a southerly direction along the shoreline of Galveston Bay to its intersection with the north line of the City of Shoreacres;

THENCE in a westerly direction along the north line of the City of Shoreacres to its intersection with the west line of State Highway 146;

THENCE in northeasterly direction along the west line of the State Highway 146 to the south line of McCabe Road;

THENCE in a westerly direction along the south line of McCabe Road to its projected intersection with the west line of the Union Pacific Railroad right-of-way;

THENCE in a northerly direction along the west line of the Union Pacific Railroad right-of-way to its intersection with the south line of Fairmont Parkway;

THENCE in a westerly direction along the south line of Fairmont Parkway to its intersection with the centerline of Driftwood Drive;

THENCE in a northerly direction along the centerline of Driftwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in a westerly direction along the centerline of Spruce Drive North to its intersection with the centerline of Fleetwood Drive;

THENCE in a northerly direction along the centerline of Fleetwood Drive to the POINT OF BEGINNING of the herein-described Tract 1 of District 5 boundary.

TRACT 2:

BEGINNING at the intersection of the east line of South Broadway and the south line of the City of Shoreacres;

THENCE in an easterly direction along the south line of the City of Shoreacres to its intersection with the northeast corner of the Bay Colony Subdivision and the shoreline of Galveston Bay;

THENCE in a southeasterly direction along the east line of the Bay Colony Subdivision and the shoreline of Galveston Bay to the southeast corner of the Bay Colony Subdivision, said corner also being the city limit line of the City of Pasadena;

THENCE in a westerly direction along the south line of the Bay Colony Subdivision and the city limit line of the City of Pasadena to its intersection with the east right-of-way of South Broadway;

THENCE in a northerly direction along the east line of South Broadway to the POINT OF BEGINNING for the herein-described Tract 2 of District 5 boundary.

Election Officials:

Mary Ann Trainer, Presiding Judge
Norma Repman, Alternate Presiding Judge

Election Precinct #6

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the projected centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Parkway Drive;

THENCE in a westerly direction along the centerline of Parkway Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a northerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Clairmont Drive;

THENCE in an easterly direction along the centerline of Clairmont Drive to its intersection with the centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Rocky Hollow Road;

THENCE in an easterly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Roseberry Drive;

THENCE in a northerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Hillridge Road;

THENCE in an easterly direction along the centerline of Hillridge Road to its intersection with Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to its intersection with the projected centerline of Meadow Place Drive;

THENCE in an easterly direction along the centerline of Meadow Place Drive to its intersection with the centerline of Farrington Boulevard;

THENCE in a southerly direction along the centerline of Farrington Boulevard to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of Fleetwood Drive;

THENCE in a southerly direction along the centerline of Fleetwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in an easterly direction along the centerline of Spruce Drive North to its intersection with the centerline of Driftwood Drive;

THENCE in a southerly direction along the centerline of Driftwood Drive to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 6 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Early Voting

Polling Places: La Porte City Hall (Council Chambers) – Main Early Voting Polling Place
604 West Fairmont Parkway
La Porte, Texas 77571

Instructional Technology Center (ITC Building) – Branch Polling Place
9832 Spencer Hwy.
La Porte, Texas 77571

Bi-Lingual Election Clerk/Interpreter: Isabel Salas and/or Gladis Sanchez.

Section 3. Voting at said election, including early voting, shall be by the use of voting machines; and the ballots of said election shall conform to the Texas Election Code, as amended.

Section 4. An Early Voting Ballot Board is hereby created to process Early Voting results for the election and the runoff election, if necessary. Peggy Holland is appointed Presiding Judge of the Early Voting Ballot Board. At least two (2) other members of the Early Voting Ballot Board shall be appointed by the Presiding Judge, in the same manner as the precinct election clerks.

Early Voting by personal appearance shall begin on the 12th day and shall continue through the 4th day preceding the day of election.

Early Voting by mail shall begin on the 45th day preceding the date of the election, or as soon thereafter as ballots are available, and shall continue until seven o'clock (7:00) P.M. on election day.

Early Voting shall be conducted by a clerk for Early Voting, namely, Patrice Fogarty, City Secretary; and the places at which Early Voting shall be conducted are designated as the La Porte City Hall, 604 West Fairmont Parkway, La Porte, Texas, (main early voting polling place), and the Instructional Technology Center (ITC Building), 9832 Spencer Hwy., La Porte, Texas, (branch early voting polling place).

Applications for a ballot by mail shall be mailed, emailed, faxed or sent by common or contract carrier to Patrice Fogarty, City Secretary, 604 W. Fairmont Parkway, La Porte, TX 77571, fax: 281-842-3701, email: fogartyp@laportetx.gov.

Ballots voted by mail shall be mailed to Patrice Fogarty, City Secretary, 604 W. Fairmont Parkway, La Porte, TX 77571, or sent by common or contract carrier to the same address or while the polls are open on election day, in person delivery to the early voting clerk's office by the voter who voted the ballot.

Early Voting by personal appearance shall begin on the 12th day and shall continue through the 4th day preceding the day of election. Early voting by personal appearance shall be conducted on the weekdays of the early voting period, from 8:00 a.m. to 5:00 p.m., except for the third day and the final day of the early voting period, from 7:00 a.m. to 7:00 p.m.

Section 5. The City Secretary's election office in the La Porte City Hall is hereby designated as the Central Counting Station to receive all ballots cast at said election, and Patrice Fogarty is hereby appointed the Presiding Manager for said Central Counting Station, and Sharon Harris is hereby appointed the Alternate Presiding Manager for said Central Counting Station. Said Manager shall appoint any clerks necessary to assist in receiving ballots and other records and in performing the other duties of said Manager in this regard. Martha Gillett is hereby

appointed as the Presiding Judge of the Central Counting Station, and Sharon Harris is hereby appointed as Alternate Presiding Judge for said Central Counting Station.

The City Secretary is hereby authorized and directed to obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of ballots at the Central Counting Station. Sharon Harris is hereby appointed the tabulation supervisor, and Gladis Sanchez is hereby appointed the assistant tabulation supervisor.

In compliance with Chapter 127 of the Texas Election Code, the tabulation supervisor, assistant tabulation supervisor, presiding judge of counting station, alternate presiding judge of counting station and any appointed clerks are entitled to compensation at the same rate as a precinct presiding judge except that the counting station judge is entitled to a minimum compensation of five hours' pay regardless of the amount of time worked; and a clerk who serves for the entire time a counting station is in operation is entitled to a minimum compensation of three hours' pay regardless of the amount of time worked.

Section 6. That all election materials including notice of the election, ballots, instruction cards, affidavits and other forms which voters may be required to sign and all early voting materials shall be printed in both English and Spanish or Spanish translations thereof shall be made available in the circumstances permitted and in the manner required by law.

Section 7. The City Secretary of the City of La Porte shall forthwith issue Notice of said election to be published one time in the BAY AREA OBSERVER, which is hereby found and declared to be a newspaper of general circulation in said City, not less than ten (10) days nor more than thirty (30) days prior to the date of the said election.

Section 8. Upon a candidate tendering his application on the form prescribed, the City Secretary shall furnish to such candidate all information relative to the qualifications for the office

being sought; the method of placing the candidate's name on the ballot; and any other pertinent information concerning said election;

Section 9. Each candidate for the office of Councilperson-at-Large—B must be a resident qualified voter of the City for 12 months immediately preceding election day. Each candidate for the office of District Councilperson 1 and District Councilperson 6 must be a resident qualified voter of the City for 12 months immediately preceding election day and must also be a resident of the district for which he or she files.

Section 10. The deadline for a candidate to make application to have his/her name appear upon the ballot for such election, is hereby designated and established as 5:00 o'clock P.M., Friday, February 17, 2017. No application shall be accepted for filing prior to Wednesday, January 18, 2017.

Section 11. Said election shall be held in accordance with the provisions of the City Charter of the City of La Porte, Texas and the general election laws of the State of Texas governing general and municipal elections, so far as same may be applicable thereto.

Section 12. Immediately after said election, the officers holding the same shall make and deliver the returns of the results thereof and the accompanying records for use in the official canvass to the City Council of the City of La Porte, Texas; and the City Council shall canvass said returns at a Special Meeting set by the City Council; and shall, immediately after canvassing the returns, declare the results of the election. The Mayor shall immediately thereafter deliver to the candidate for whom the majority of votes have been polled for each respective office, a certificate of election.

Section 13. 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 14. This Ordinance shall be in effect immediately upon its passage and approval.

Section 15. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED, this ____ day of January, 2017

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins
Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>January 9, 2017</u>
Requested By <u>Traci E. Leach</u>
Department: <u>Administration</u>
Report <u> </u> Resolution: <u> X </u> Ordinance: <u> </u>

Exhibits: Resolution Opposing Heavy Haul

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

SUMMARY & RECOMMENDATION

In response to the current legislative session that began in January, the City would like to clarify its position on the issue of having SH 146 designated as a heavy haul corridor. During the 2011, 2013, and 2015 Legislative Sessions, the Council passed resolutions opposing heavy haul through La Porte.

Staff recommends approval of the resolution opposing any legislation that would increase the maximum transport haul weights for trucks within the City of La Porte, including Heavy Haul Corridors. The approved resolution will be forwarded to all of the elected representatives for the City.

Action Required by Council:

Consider approval or other action of a resolution opposing any legislation that would increase the maximum transport haul weights for trucks within the City of La Porte, including Heavy Haul Corridors

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, OPPOSING ANY LEGISLATION THAT INCREASES THE MAXIMUM TRANSPORT HAUL WEIGHTS OVER ROADWAYS IN THE CITY OF LA PORTE, TO INCLUDE HEAVY HAUL CORRIDOR(S); FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, legislation may be proposed in the 2017 Texas Legislative Session to allow trucks to increase their maximum transport haul weight to greater than 80,000 pounds along certain roadways within the City of La Porte; and

WHEREAS, the City of La Porte is concerned about the safety of our citizens as a result of increasing maximum transport haul weights; and

WHEREAS, the City of La Porte is concerned about the effects to the transportation infrastructure from any additional maximum transport haul weights.

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

Section 1. The City of La Porte opposes any legislation that would increase the maximum transport haul weights for trucks within the City of La Porte, including Heavy Haul Corridors.

Section 2. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council 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, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED this 9th day of January, 2017.

CITY OF LA PORTE, TEXAS

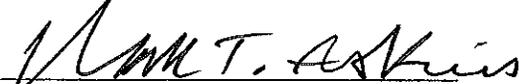
By:

Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:



Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 9, 2017 Appropriation
Requested By: Traci Leach Source of Funds: N/A
Department: Administration Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Attachments : Budgeted Item: YES NO

1. Proposed Amended Language
2. Letter to Elected Representative
3. Development Agreement Projects

SUMMARY & RECOMMENDATIONS

The La Porte Development Corporation was approved by the voters in April 1999. This vote allowed the Corporation to collect a one-half cent sales tax to promote new or expanded business enterprises, including roads and related infrastructure. Funds can also be used for public parks, museums, and facilities. Since its inception, the La Porte Development Corporation has completed a variety of projects, ranging from quality of life improvements like construction of regional baseball complex to infrastructure projects like additional downtown parking lots and Canada Road street construction to development incentives that facilitated both new business recruitment and business expansion/retention. The Corporation has entered into development agreements with businesses for a total of almost \$2.2 million in incentives, which facilitated over \$273 million in capital investment, 465 additional jobs, and an increase in taxable sales of at least \$6.5 million over the life of the agreements. Additionally, there are several planned projects funded in the FY17 budget (Pecan Park parking spaces, Five Points restroom/Pavilion, Beautification efforts along Wharton Weems/Spencer) that would potentially be in jeopardy without changing the law.

Currently, as the law is written, a 4B Corporation must issue debt in order to continue to collect Sales and Use taxes. In La Porte's situation, there is enough fund balance to continue to offer incentive for properly defined Projects without the need to issue debt. Without taking action, it is possible that the La Porte Development Corporation would be precluded from collection of sales tax for economic development purposes if the Corporation does not have existing debt, which it currently does not.

The proposed amended language to Section 505.258(1), Local Government Code would clarify the law by accounting for Corporations that do not require issuance of debt to fund eligible projects. It is a minor change with major implications.

The La Porte Development Board received this same presentation and authorized President Richard Warren to co-sign the letter that will be sent to La Porte elected representatives, urging them to present this amended language in the upcoming 2017 Legislative Session. Staff is recommending authorization for the Mayor to sign the letter as well.

Action Required of Council:

Consider approval or other action authorizing the Mayor to sign a letter advocating changing the language of Section 505.258(1), Local Government Code to allow the La Porte Development Corporation to continue to collect sales tax as long as bonds, projects, or other obligations of the Corporation exist.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

A BILL TO BE ENTITLED

AN ACT

relating to the cessation of collection of sales and use taxes by a Type B economic development corporation.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 505.258(1), Local Government Code, is amended to read as follows:

Sec. 505.258. CESSATION OF COLLECTION OF TAXES. A sales and use tax imposed under this chapter may not be collected after the last day of the first calendar quarter that occurs after the Type B corporation notifies the comptroller that:

(1) all bonds ~~or~~, projects as defined under this chapter, and other obligations of the corporation, including any refunding bonds and maintenance and operations , payable wholly or partly from the proceeds of the sales and use tax imposed under this chapter, have been paid in full; or

(2) the total amount, exclusive of guaranteed interest, necessary to pay in full the bonds and other obligations has been set aside in a trust account dedicated to the payment of the bonds and other obligations.

SECTION 2. This Act takes effect January 1, 2018.



December 21, 2016

Honorable Larry Taylor
6117 Broadway, Suite 122
Pearland TX 77581

Re: Passage of Legislation

Dear Senator Taylor:

The City of La Porte seeks passage of legislation that would correct a flaw in the Texas Local Government Code. A municipality that is located in a county with a population of 500,000 or more is authorized to create a Type B economic development corporation in accordance with Chapter 505 of the Texas Local Government Code. If approved by voters, the municipality may adopt a sales and use tax for the benefit of the corporation. This additional tax may be used only for the type of projects that are specified within Chapter 505.

The La Porte Development Corporation was incorporated in 1999 after voters authorized a half-cent sales tax to promote new or expanded business enterprises, including roads and related infrastructure. Funds can also be used for public parks, museums, and facilities. Since its inception, the La Porte Development Corporation has completed a variety of projects, ranging from quality of life improvements like construction of regional baseball complex to infrastructure projects like additional downtown parking lots and Canada Road street construction to development incentives that facilitated both new business recruitment and business expansion/retention. The Corporation has entered into development agreements with businesses for a total of almost \$2.2 million in incentives, which facilitated over \$273 million in capital investment, 465 additional jobs, and an increase in taxable sales of at least \$6.5 million over the life of the agreements.

Section 505.258 of the Local Government Code states that a sales and use tax for economic development purposes may not be collected after "all bonds or other obligations of the corporation" have been paid in full. If a development corporation cannot collect its only source of revenue, it has no reason to exist. While it was not likely intended by the Legislature, this language incentivizes the issuance of debt even if it is not needed to fund projects, which is the case for the La Porte Development Corporation. The projects identified above were all funded without the use of Corporation-issued debt. While corporations are not required to issue debt, those that do must continue to do so just to maintain their existence.

The City of La Porte requests legislation that modifies Section 505.258 to allow a Type B corporation to continue to collect sales taxes so long as bonds, projects, and other obligations exist for the corporation. The La Porte Economic Development Corporation, for example, receives almost \$2.5 million per year in sales tax revenue that could cash fund many important projects that will spur the local economy. Without a change to the current code, however, the La Porte Development Corporation would cease to exist after

Sincerely,

Louis R. Rigby
Mayor, City of La Porte

Richard Warren
President, La Porte Development Corporation

Business	New or Existing	Incentive Amount	Capital Investment		Jobs Created	Comments
				by Business		
Rob Johnson (Dollar Tree/Goodwill Select)	New	\$ 106,000.00	\$ 7,250,000.00		10	
Richard Industrial Group	New	\$ 15,000.00	\$ 500,000.00		75	
Ineos	New	\$ 300,000.00	\$ 250,000,000.00		60	Located in the ETJ
Intergulf	New	\$ 500,000.00	\$ 2,100,000.00		30	Corporate headquarters
ACT Independent Turbo	Existing	\$ 426,000.00	\$ 6,000,000.00		75	
Pipeline Grill	New	\$ 300,000.00	\$ 1,200,000.00		35	Also includes \$4M in taxable sales benchmark
El Toro	New	\$ 124,100.00	\$ 5,000,000.00			
Fischer's Hardware	Existing	\$ 120,000.00	\$ 600,000.00		4	Also includes 20% increase in taxable sales benchmark
Northern Safety	Existing	\$ 230,000.00	\$ 140,000.00		140	Also includes \$2.5M in sales tax benchmarks
4Ever Clear Pools	Existing	\$ 19,192.00	\$ 38,385.00		5	Enhancement Grant Development Agreement
Gates at Main Street	Existing	\$ 7,559.00	\$ 15,119.00		4	Enhancement Grant Development Agreement
Maher Strip Center on Fairmont	Existing	\$ 17,045.00	\$ 34,091.00		14	Enhancement Grant Development Agreement
Patrasia Hefley (832 S. Broadway)	Existing	\$ 25,000.00	\$ 67,152.00		Pending	Requires evidence of valid lease for second payment
La Porte Vision	Existing	\$ 2,868.00	\$ 5,737.00		6	Enhancement Grant Development Agreement
Jack's Convenience Center	Existing	\$ 11,169.00	\$ 22,339.00		7	Enhancement Grant Development Agreement
Total		\$ 2,203,933.00	\$ 272,972,823.00		465	

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 9, 2017</u>	<u>Appropriation</u>
Requested By: <u>Traci Leach</u>	Source of Funds: <u>Fund 001 and 038</u>
Department: <u>Administration</u>	<u>001.6061.656.9997</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Account Number: <u>and</u>
Other: <input type="radio"/>	<u>038.6030.565.9997</u>
Attachments :	Amount Budgeted: <u>71,000.00</u>
	Amount Requested: <u>71,000.00</u>
	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

- 1. Interlocal Agreement
- 2. Route Map

SUMMARY & RECOMMENDATIONS

For the past six years, the City of La Porte has participated with Harris County Transit Authority (HCTA) to provide regional bus service. In 2013, the City provided closed door service for La Porte residents only to locations within the City, as well as selected sites outside the City such as the Social Security Office, Strawberry Clinic, a connector shuttle to Baytown, and paratransit services. The County administers a federal grant for the cost of providing the service and La Porte provides a match to complete the funding.

La Porte's share of bus service for the upcoming 12-month service year, which begins upon approval and execution of the Agreement, is \$71,000, which is unchanged from last year. The attached Agreement extends the term of the agreement the City approved last year. All other provisions of the agreement are unchanged.

Staff recommends approving the amendment to the Bus Service Agreement with Harris County Transit Authority for local bus service for a 12-month period beginning January 9, 2017.

Action Required of Council:

Consider approval or other action regarding an amendment to the bus service agreement between Harris County and the City of La Porte for local bus service for the period of twelve (12) months with the approval of Harris County.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (“Agreement”) for Fixed Route Bus Service is made and entered into pursuant to Chapter 791 of the Texas Government Code by and between Harris County, Texas, a body corporate and politic under the laws of the State of Texas, hereinafter called the “County,” and the City of La Porte, a home-rule city under the laws of the State of Texas, hereinafter called “La Porte.” The County and La Porte may each be referred to herein as a “Party” or collectively as the “Parties.”

Recitals

Certain portions of eastern Harris County lie outside the jurisdictional boundaries and service area of the Metropolitan Transit Authority of Harris County, Texas. La Porte and the County find that the operation of fixed route bus service as provided for in this Agreement will enhance regional mobility and support transit services within the County and La Porte.

The Parties now desire to enter into this Agreement to establish a new term for the fixed route bus service and to provide for responsibilities and funding of that service.

TERMS:

ARTICLE I. Agreement and Definitions

1.1 Scope of Agreement. County, upon receipt of funding from La Porte and matching federal funds, will provide for the operation of fixed route bus services as described in more detail in Exhibit A.

1.2 Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.2.1 “Fixed Route Bus Service” means services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations.

1.2.2 “Complementary Paratransit Services” means service required by the Americans with Disabilities Act (ADA) for individuals with disabilities who are unable to use fixed route transportation systems and are deemed eligible for the service.

1.2.3 “Local Matching Funds” means the financial assistance from local entities that support the operation of the transit system as required by a grant to match the federal contribution. They include, but are not limited to: tax levies; general funds; specified contributions, contributions from city, county, or other municipal government towards the Local Share portion of the transit system budget; and other revenues such as advertising.

ARTICLE 2. La Porte’s Obligations

2.1 La Porte will provide and maintain, in accordance with the requirements set forth herein and make available for use in regard to services hereunder, transit stops at all locations chosen by the County. To be acceptable, each such transit stop must at a minimum have a “transit stop” sign facing both directions, using the graphic shown in Exhibit B to this Agreement. As additional Federal Transit Authority (FTA) capital improvement funds become available, the County may at its sole option, use those funds and Local Matching Funds provided by La Porte to pay for additional transit stop improvements such as connecting sidewalks to stops within ¼ miles, of a stop or shelter bike paths within 3 miles that connect to a stop and / or shelter site pads, park benches and passenger shelters.

2.2 All transit stops will have the following minimum standards:

2.2.1 A firm stable surface;

2.2.2 A minimum clear length of 96 inches measured from the curb or roadway edge and minimum clear width of 60 inches measured parallel to the vehicle roadway;

2.2.3 A maximum slope of 1:50 (2%) for water drainage; and

2.2.4 An accessible route to the streets, sidewalks or pedestrian paths.

2.3 La Porte will provide advertising on La Porte’s Internet Site as well as other media, informing the general public of the availability of transit services in the community. Additionally, La Porte will provide information inserts into its utility bills, but only at such time or intervals as requested by County in writing, and at County’s expense. The design of the information inserts will be provided by the County.

2.4 Within fifteen (15) days of the effective date of this Agreement, La Porte shall send Seventy-One Thousand and No/Dollars (\$71,000.00) to the County in satisfaction of its obligations to provide Local Matching Funds.. Should the County determine that such funds from La Porte are inadequate to pay for all required Local Matching Funds during the term of this Agreement,

the County shall have no obligation to continue providing the services hereunder unless and until La Porte provides the necessary additional funds to the County for such purpose, subject to the same requirements applicable to use of the original contribution. Additional funds shall be provided within forty-five (45) days.

2.5 La Porte shall comply with the Davis-Bacon and Copeland Anti-Kickback Acts codified at 40 USC 3141, et. seq and 18 USC 874 to the extent applicable.

2.6 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, La Porte agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, La Porte agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2.7 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, La Porte agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. La Porte agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, La Porte

agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, La Porte agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

2.8 La Porte also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 3. County's Obligations

3.1 The County agrees to operate the Fixed Route Bus Service in the City of La Porte and provide necessary transit vehicles through the use of outside contractors. The Director of the County Community Services Department (Director) will, in consultation with the Mayor of La Porte, determine the travel routes for such service, and will determine the schedule for operations, and the type and number of transit vehicles to be utilized for the service. The Director may, from time to time, revise the schedule of operation of the service based upon ridership levels and service demands in consultation with the Mayor. Any changes in service will be subject to the public input requirements of Title VI, 42 U.S.C. The routes currently in service are depicted on Exhibit "A" to this Agreement. The service hours will be from 7:00 AM until 6:00 PM Monday through Friday excluding County holidays. The County shall have no obligation to obtain sites for or to construct or maintain transit stops for the bus service.

3.2 Fares will be assessed for use of the transit services. The County will collect and retain the fares as follows, provided that the County may enter into agreements as it may deem necessary and proper to provide for bus services to be provided otherwise than by payment of such fees:

Adult (12 years and older)	\$1.00 each way
Children (2 years to 11 years)	\$.50 each way
Seniors (65 and older with identification)	\$.50 each way
Disabled (with identification)	\$.50 each way

Medicare recipients (with identification)	\$.50 each way
Children under 2 years	FREE
Certified ADA Paratransit Passengers	\$2.00 each way

3.3 Federal Transit Administration (FTA) funds can only be accessed on a reimbursement basis. Notwithstanding any provision of this Agreement that might be construed to the contrary, the County shall not be obligated by this Agreement to expend any funds, but it is understood and agreed that the funds provided by La Porte may only be expended if the County, to the extent that the County at its sole option, expends matching funds for the purpose of seeking FTA reimbursement. La Porte's funding hereunder will be used for payment of the matching contributions required by a local recipient. All FTA reimbursement will be the property of the County.

ARTICLE 4. Independent Parties

4.1 This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Parties shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. La Porte has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Parties. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, including a relationship in the nature of a third-party beneficiary or fiduciary.

ARTICLE 5. Termination and Default

5.1 Termination by La Porte or the County. La Porte or the County may, terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

5.2 Notice of Default.

5.2.1 La Porte or the County shall be deemed in default under this Agreement if La Porte or the County in any material respect fails to perform, observe or comply with any of its covenants, agreements or obligations, or breaches or violates any of the representations contained in this Agreement.

5.2.2 Before any failure of either La Porte or the County shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform, of the alleged failure and shall demand the Party to cure the default within ninety (90) calendar days. If the allegedly failing Party has not cured the default, that Party will be in default of this Agreement, unless La Porte and the County agree to extend time for cure, and the Agreement may be terminated by the other Party immediately upon notice of the non-defaulting Party's intention to terminate.

ARTICLE 6. Term

6.1 This Agreement shall be for a term beginning upon execution by both Parties and, unless terminated sooner as set forth above, and continue in full force and effect for twelve (12) consecutive months. Any unexpended and unearned surplus funds provided by La Porte remaining upon termination of this Agreement will be refunded to La Porte unless different arrangements are made in an amendment to this Agreement or a new agreement between the Parties in regard to the Fixed Route Bus Service. The County is under no obligation to invest or to account for or pay to La Porte any earnings upon funds provided hereunder by La Porte.

ARTICLE 7. Miscellaneous

7.1 Approvals, Further Documents. Where this Agreement requires approval, consent, permission, agreement or authorization by either Party, such approval, consent, permission, agreement or authorization shall not be unreasonably withheld or delayed. The Parties agree to execute such further documents, agreements, instruments and notices as may be necessary or appropriate to effectuate the purposes of this Agreement.

7.2 Maintenance of Records. The County shall maintain records to show actual time involved in the provision of the transportation services, the cost incurred for the period of time specified, and the level of ridership. The County shall maintain ridership information in a manner consistent with National Transit Database reporting requirements and provide a quarterly report of same to La Porte. To the extent applicable to the transportation service, La Porte and the County shall cooperate in good faith to provide records satisfactory to the federal government or any other regulatory body.

7.3 Audit and Inspection of Records. La Porte and the County shall permit the authorized representatives of La Porte, the County, and the federal government to inspect and audit

all data records of La Porte and the County relating to their performances under this Agreement. La Porte shall keep its books and records available for this purpose for at least five (5) years after this Agreement terminates. In the event any record is needed to support any dispute or legal action, such records shall be maintained for a period of not less than five (5) years following the settlement of any such dispute or legal action.

7.4 Notices. Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or five (5) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows,:

TO HARRIS COUNTY:

Harris County, Texas

ATTN: David B. Turkel

Director, Harris County Community Services Department

Developmental Department

8410 Lantern Point Drive

Houston, Texas 77054

TO LA PORTE:

City of La Porte

Attn: Patrice Fogarty, City Secretary

604 W Fairmont Pkwy

La Porte, Texas 77571

A Party may change the address for notices upon at least 10 days written notice under the provision.

7.5 Waiver. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of a Party of any condition or breach of any term, covenant, representation or warranty contained herein, in any one or more instances, shall be deemed to be constructed a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with regard to the matters addressed herein. This Agreement may not be amended, modified,

superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions be waived except by written instrument executed by the Parties.

7.7 Force Majeure. Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control that directly impacts its ability to perform, and without its fault or negligence, which causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this provision), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

7.8 Governing Law. This Agreement shall be constructed and enforced in accordance with the laws of the State of Texas. The exclusive forum and venue for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

7.9 Headings. Headings and captions contained herein are inserted for convenience and of reference only, and are not deemed part of or to be used in constructing this Agreement.

7.10 Survival. Each Party shall remain obligated to the other Party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

7.11 Current Funds. Each Party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying Party.

7.12 Compliance with Laws. The Parties shall comply with all applicable laws in carrying out its obligations under this Agreement.

7.12 Execution; Multiple Counterparts. The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

HARRIS COUNTY

CITY OF LA PORTE

By: _____
DAVID TURKEL

By: _____
Louis R. Rigby

EXECUTIVE DIRECTOR
Community Services Department

Mayor

APPROVED AS TO FORM:
Vince Ryan, Harris County Attorney

ATTEST

By: _____
Amy Samples
Assistant County Attorney
C.A. File No.: 16GEN1898

By: _____
Patrice Fogarty
City Secretary

**EXHIBIT A
Bus Routes**

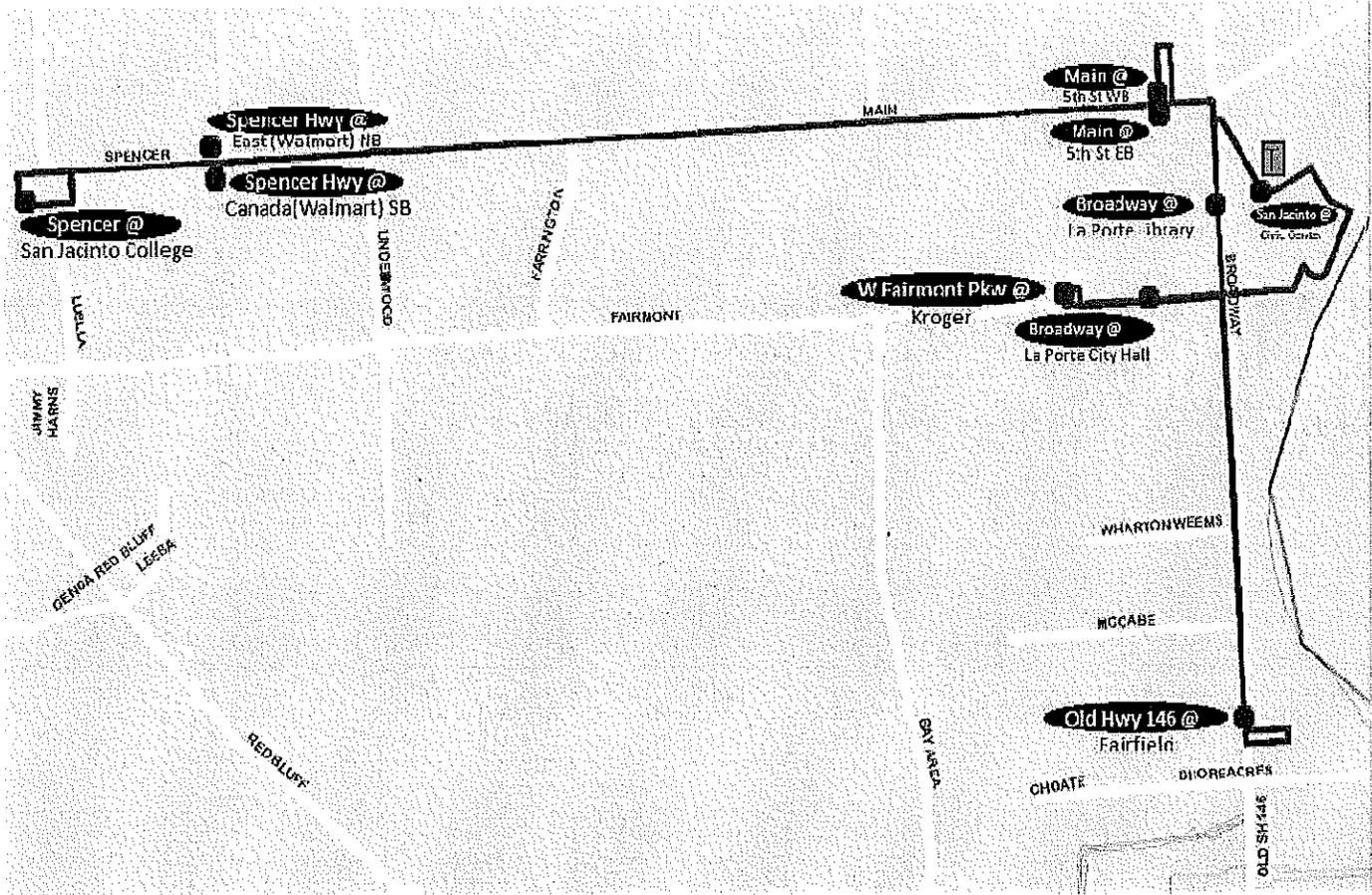


Exhibit B



City of La Porte

October / Octubre 2016

City of La Porte Route 5	San Jacinto @ Civic Center	Old Hwy 146 @ Fairfield	Fairmont Pkwy @ La Porte City Hall	W Fairmont Pkwy @ Kroger	Broadway @ La Porte Library	Main @ Dr. Martin Luther King Drive	Spencer Hwy @ East (Walmart)	Spencer @ San Jacinto College	Spencer Hwy @ Canada (Walmart)	Main @ Dr. Martin Luther King Drive	San Jacinto @ Civic Center (Sat. Start Point)															
Departure Times	7:00 AM	7:10 AM	7:17 AM	7:20 AM	7:25 AM	7:31 AM	7:45 AM	7:50 AM	7:53 AM	8:02 AM	8:06 AM															
	8:10 AM	8:20 AM	8:27 AM	8:30 AM	8:35 AM	8:41 AM	8:55 AM	9:00 AM	9:03 AM	9:12 AM	9:16 AM															
	9:20 AM	9:30 AM	9:37 AM	9:40 AM	9:45 AM	9:51 AM	10:05 AM	10:10 AM	10:13 AM	10:22 AM	10:26 AM															
	10:30 AM	10:40 AM	10:47 AM	10:50 AM	10:55 AM	11:01 AM	11:15 AM	11:20 AM	11:23 AM	11:32 AM	11:36 AM															
	11:40 AM	11:50 AM	11:57 AM	12:00 PM	12:05 PM	12:11 PM	12:25 PM	12:30 PM	12:33 AM	12:42 PM	12:46 PM															
	12:50 PM	1:00 PM	1:07 PM	1:10 PM	1:15 PM	1:21 PM	1:35 PM	1:40 PM	1:43 PM	1:52 PM	1:56 PM															
	2:40 PM	2:50 PM	2:57 PM	3:00 PM	3:05 PM	3:11 PM	3:25 PM	3:30 PM	3:33 PM	3:42 PM	3:46 PM															
	3:50 PM	4:00 PM	4:07 PM	4:10 PM	4:15 PM	4:21 PM	4:35 PM	4:40 PM	4:43 PM	4:52 PM	4:56 PM															
	5:00 PM	5:10 PM	5:17 PM	5:20 PM	5:25 PM	5:31 PM	5:45 PM	5:50 PM	5:53 PM	6:02 PM	6:06 PM															
	Utah @ Park Drive	Utah @ Baysshore	Fairmont Pkwy @ Texas	Old 146 @ La Porte Com Ctr	Old 146 @ Lutheran Church	Old Hwy 146 @ McCabe Rd	Bay Harbor Drive @ Dwine	Fairmont Pkwy @ LaPorte City Hd	Broadway @Fairmont	Broadway @ 3rd	3rd @ Adams	4th @ Jennie Riley Center	Spencer @ N. 23rd	Spencer @ Sens/Bay Area Blvd	Spencer @ Driftwood	Spencer @ N. Farrington	Spencer @ Valley Brook	Spencer @ Underwood	Spencer @ East Road	Spencer @ Luella	Spencer @ College Park Drive	Spencer @ Underwood	Spencer @ Valley Brook	Spencer @ Farrington	Spencer @ Driftwood	Spencer @ Bay Area Blvd

Hours	
Monday - Friday	7:00AM to 6:00PM
Saturday	8:06AM to 6:06PM

All times are approximate. Times need to be estimated for Transit Stops located between the above timing points. Service is from Monday — Saturday. Monday — Friday from 7:00am to 6:00pm and Saturday 8:00am to 6:00pm—subject to change on County holidays. Exact fare must be provided and shown to driver for confirmation of amount upon entering the Transit bus. Change will not be provided by driver.

Todos los horarios son aproximados. Los tiempos deben ser estimados para paradas de tránsito situados entre los puntos de tiempo anteriores. El servicio es de Lunes — Sabado. Lunes — Viernes 7:00am de 6:00pm y Sabados a 8:00am de 6:00pm—sujeto a cambios sobre vacaciones del condado. Tarifa exacta se debe proporcionar al conductor y se muestra para la confirmación de la cantidad al entrar en el autobús de tránsito. El cambio no será proporcionado por el conductor.

FEE SCHEDULE / TARIFAS

Adults/Children 12yrs + Adultos/Ninos 12yrs +	\$1.00 Each Way Por Viaje
Children (2–11 yrs.) Ninos (2-11yrs.)	\$0.50 Each Way Por Viaje
Seniors (62 & older with ID) Mayor (62 & mayor con ID)	\$0.50 Each Way Por Viaje
Medicare/Medicaid Card Tarjeta de Medicare/Medicaid	\$0.50 Each Way Por Viaje
Disabled with ID Discapacitado con ID	\$0.50 Each Way Por Viaje
Children under 2 Menores de 2 Anos	FREE GRATIS
Elementary thru High School Students (with current school ID) Estudiantes de Escuela Primaria hasta Secundaria Estuidantes (con ID corriente)	\$0.50 Each Way Por Viaje
Certified Paratransit Eligible Passenger Paratransito Certificado Pasajeros Elegibles	\$2.00 Each Way Por Viaje (Application Required) (Aplicacion Requiere)

PASSENGER CODE OF CONDUCT / CONDUCTA PARA PASAJEROS

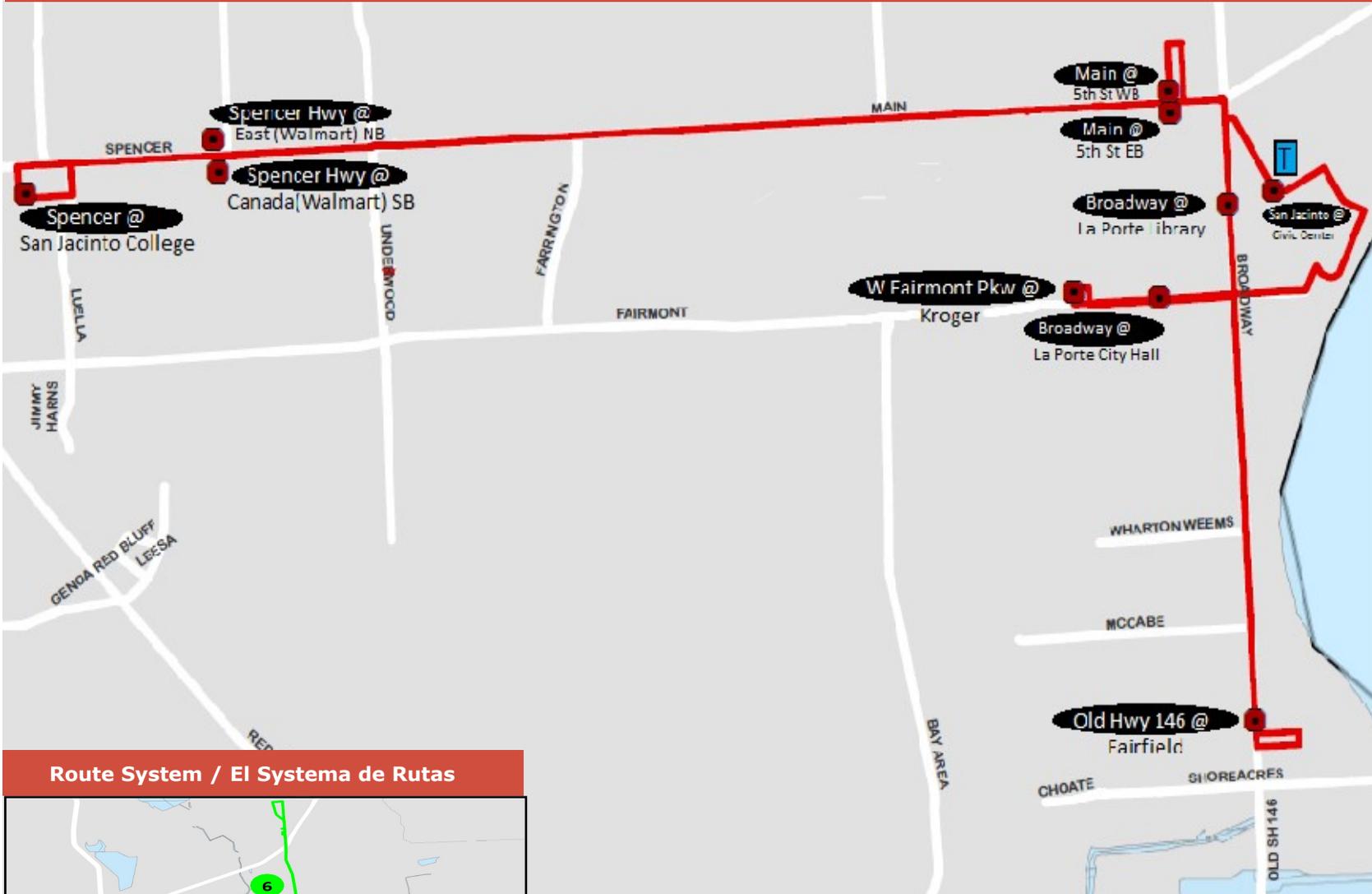
- **Always have exact fare amount. The driver cannot make change.**
Tener siempre la cantidad exacta. El conductor no puede hacer el cambio.
- **Do not distract, threaten, or verbally abuse the driver or other passengers.**
No distraigan, amenazar o abusar verbalmente al conductor o a otros pasajeros
- **The use of profanity, vulgar or intimidating language is prohibited.**
Se prohíbe la profanidad, vulgar, o lenguaje intimidado.
- **Eating, drinking, and open containers are strictly prohibited while boarding the bus and at anytime you are on the bus.**
No se permite comer, beber en el autobus o subir al autobus con un recipient abierto.
- **Smoking, E-Cigarettes, or the use of chewing tobacco is prohibited on the bus and at bus stops.**
Fumar, cigarillos electronicos, o el uso de Tabaco de mascar esta prohibido en el autobus y en las paradas de autobus.
- **No spitting or excreting other bodily fluids on the bus or at the bus stops.**
No escupir o excretar otros fluidos corporals en el autobus o en las paradas de autobus.
- **No prohibited weapons, explosives, flammable liquids or hazardous chemicals on the bus or at bus stops.**
Se prohíbe armas, explosivos, liquidos inflamables o productos quimicos peligrosos en el autobus.
- **Alcohol and drug use is forbidden on board the bus and at bus stops.**
El alcohol y el consume de drogas estan prohibidos a bordo del autobus y en las paradas de autobus.
- **Only four bags of groceries or packages per person may be carried on the bus.**
Solo cuatro bolsas de comestibles o paquetes por persona se pueden llevar en el autobus.
- **Passengers must provide their own infant and/ or child seat.**
Los pasajeros deben proporcionar sus propios asientos para bebes y / o ninos.

5

Harris County Transit

5 City of La Porte

Harris County Community Service Department / Departamento de Transito del Condado de Harris
 www.harriscountytransit.com
 713-578-2216



Handicapped Accessibility
 All buses are equipped with ramps/lifts for those who are disabled. When a bus approaches, the driver will align the mobility device ramp/lift with the passenger and the driver will provide assistance in boarding.

ACCESIBILIDAD PARA INCAPACITADOS
 Todos los autobuses estan equipados con ascensores para aquellos incapacitados. Cuando un autobus se acerca, el conductor alinea la silla de rueda con el ascensor y proporciona asistencia con el abordaje.

Special Service
 For those individual with disabilities certified as eligible according to the Americans with Disabilities Act (ADA) Harris County Transit provides curb to curb service within 3/4 of a mile on each side of a bus route. Call 713-578-2216 for details and an application.

SERVICIOS ESPECIALES
 Para aquellos individuos certificados con incapacidades son elegibles de acuerdo al Acta de Americanos con Incapacidades (ADA) el departamento de Transito del Condado de Harris proporciona servicio de curva a curva dentro de 3/4 de milla a cada lado de la parada del Autobus. Llame al 713-578-2216 para mas informacion o para recibir una aplicacion.

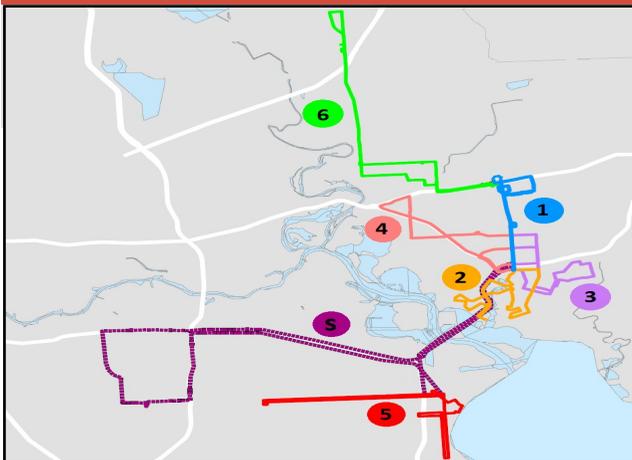
TITLE VI NOTICE
 Harris County operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Harris County. For more information on Harris County's civil rights program and the procedures to file a complaint, contact 713-578-2000, TTY Dial 7-1-1 (1-800-735-2988); email transit@csd.hctx.net; or visit our administrative office at 8410 Lantern Point Drive, Houston, Texas 77054. For more information, visit www.harriscountytransit.com

TITULO VI AVISO
 El Condado de Harris opera sus programas y servicios sin considerar raza, color y origen nacional de acuerdo con el titulo VI de la Ley de Derechos Civiles. Cualquier persona que cree que ella o el ha sido agraviado por practicas discriminatorias ilegales bajo el Titulo VI, puede presentar una queja con el Condado de Harris. Para obtener mas informacion sobre el programa de Derechos Civiles del Condado Harris y los procedimientos para presentar una queja favor de comunicarse al 713-578-2000, Marcar 7-1-1 (1800-735-2988), al correo electronico transit@csd.hctx.net, o puede visitor nuestras oficinas administrativas en el 8410 Lantern Point Drive, Houston, Texas 77054. Para mas informacion visite nuestra pagina de internet www.harriscountytransit.com

If information is needed in another language, contact 713-578-2000.

Follow us on Twitter for the latest schedule information.
 Siguenos en Twitter para las ultimas informacion de la programacion.
@HarrisCountyTra

Route System / El Sistema de Rutas



LA PORTE / BAYTOWN SHUTTLE

For connections to Baytown call 713-578-2216 to schedule a trip with the Baytown Shuttle!

Para conexiones a Baytown llame Al 713-578-2216 para programar su viaje con el Baytown Shuttle!



Track Your Transit Live On Your Phone!

Instructions

- > App store OR Play store
- > Search: RideSystem
- > Install: FREE!
- > Type: Harris County OR
- Scroll Down and Select Harris County
- > Track your bus LIVE!

Localiza su autobus utilizando su teléfono!

Instrucciones

- > App store O Play store
- > Buscar: RideSystem
- > Instalar: GRATIS!
- > Tipo: Harris County O buscar y seleccionar Harris County
- > Localizar el autobus directo!

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 9, 2017</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> </u>
Exhibits: <u>Bid Tabulation</u>
Exhibits: <u> </u>
Exhibits: <u> </u>

<u>Budget</u>	
Source of Funds: <u>Utility & CIP Fund</u>	
	002-7085-533-4012
	002-7086-532-4013
Account Number: <u>003-various</u>	
	\$40,000
	\$20,000
Amount Budgeted: <u> </u>	\$70,000
Amount Requested: <u> </u>	\$106,604.75

SUMMARY & RECOMMENDATION

Advertised sealed bid #17006 – Water and Sewer Supplies was opened and read on November 22, 2016, four bids were received. Bids were advertised in the Bay Area Observer on November 3 & 10, 2016, posted on the city’s website and Public Purchase.

Low bids meeting specifications were submitted as follows:

MDN Enterprises	
Section #1 Service Material and Brass	\$38,612.29
Section #5 Ductile & C I Fittings	\$17,592.72
Section #6 Transition Couplings	\$ 875.44
Sub Total	\$ 57,080.45
HD Supply	
Section #2 Clamp & Couplings	\$22,537.30
Section #7 PVC Pipe & Fittings	\$ 6,987.00
Sub Total	\$29,524.30
Act Supply	
Section #3 Rubber Adapters, Sewer Fittings, Tubing and Meter Boxes	\$11,544.75
Section #4 Gate Valves	\$ 9,390.15
Sub Total	\$20,394.90
Grand Total	\$86,604.75

The contract price is for one (1) year with an additional two-year renewable option at one year intervals upon agreement of both parties.

Staff Recommendation:

Staff recommends award of water and sewer supplies to low bidders meeting specifications as listed above. Items will be purchased for Public Works warehouse inventory throughout the year and distributed as needed. Funds are available and within budget of the water and sewer divisions' various accounts. A \$20,000 contingency is recommended for unforeseen water main breaks and water main replacement.

Project Benefits, Liabilities, and Operating Costs:

These items are maintained in the warehouse for water and sewer line leaks and repairs, including commercial and residential. The immediate availability of these items reduces the time that water is shut-off for the citizens and reduces amount of water leaking into roads, alleys, and ditches. If the items are not available, utility crews would have to drive into Houston to purchase the parts, significantly decreasing productivity and efficiency.

Action Required by Council:

Consider approval or other action authorizing the City Manager to enter into contracts with HD Supply, MDN Enterprises, and ACT Supply for the annual supply of water and sewer supplies in the amount of \$86,604.75 and a \$20,000 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
1. Service Material and Brass (No Lead)	Meter Gasket, Rubber 3/4" x 1/8"	600	\$0.09	\$54.00	BWC	\$0.09	\$54.00	FORD	\$0.280	\$168.00		0.18	\$108.00	
	Meter Gasket, Rubber 1" x 1/8"	300	\$0.10	\$30.00	BWC	\$0.10	\$30.00	FORD	\$0.300	\$90.00		0.19	\$57.00	
	Meter Coupling with gasket, 3/4"	200	\$7.74	\$1,548.00	FORD	\$6.00	\$1,200.00	FORD	\$4.750	\$950.00		6.74	\$1,348.00	
	Meter Gasket, Rubber 1.5"	10	\$0.71	\$7.10	BWC	\$0.65	\$6.50	FORD	\$0.730	\$7.30		1.58	\$15.80	
	Meter Gasket, Rubber 2"	40	\$0.88	\$35.20	BWC	\$0.97	\$38.80	FORD	\$0.860	\$34.40		1.79	\$71.60	
	Meter Gasket Kit, 2" (#431TO8PLF water meter flange, oval)	23	\$66.00	\$1,518.00	BWC	\$51.11	\$1,175.53	FORD	\$45.000	\$1,035.00		60.08	\$1,381.84	
	Meter Coupling with Gasket, 1"	15	\$9.30	\$139.50	FORD	\$8.00	\$120.00	FORD	\$6.550	\$98.25		10.37	\$155.55	
	Curb Stop with lockwing, comp/iron, 3/4"	80	\$28.88	\$2,310.40	FORD	\$28.60	\$2,288.00	FORD	\$41.766	\$3,341.28		28.52	\$2,281.60	
	Curb Stop with lockwing, comp/iron, 1"	65	\$51.47	\$3,345.55	FORD	\$51.10	\$3,321.50	FORD	\$63.306	\$4,114.89		49.34	\$3,207.10	
	Curb Stop with lockwing, comp/iron, 2"	10	\$197.19	\$1,971.90	FORD	\$195.00	\$1,950.00	FORD	\$190.224	\$1,902.24		194.93	\$1,949.30	
	Curb Stop with lockwing, iron/iron, 3/4"	15	\$24.42	\$366.30	FORD	\$24.20	\$363.00	FORD	\$24.099	\$361.49		24.11	\$361.65	
	Curb Stop w/Meter swivel nut, 1" x 3/4" (#B43-342W-NL)	130	\$53.92	\$7,009.60	FORD	\$53.50	\$6,955.00	FORD	\$51.648	\$6,714.24		49.83	\$6,477.90	
	Curb Stop with lockwing, iron/iron, 1"	15	\$43.05	\$645.75	FORD	\$42.70	\$640.50	FORD	\$56.850	\$852.75		42.55	\$638.25	
	Corporation, cc/compression, 3/4"	2	\$23.66	\$47.32	FORD	\$23.50	\$47.00	FORD	\$22.404	\$44.81		23.37	\$46.74	
	Corporation, cc/compression, 1"	100	\$35.78	\$3,578.00	FORD	\$35.50	\$3,550.00	FORD	\$33.930	\$3,393.00		35.35	\$3,535.00	
	Corporation, cc/compression, 2"	15	\$170.62	\$2,559.30	FORD	\$169.00	\$2,535.00	FORD	\$159.048	\$2,385.72		168.55	\$2,528.25	
	Tapping Bushing, cc thread, 3/4" x 1"	70	\$9.11	\$637.70	FORD	\$9.00	\$630.00	FORD	\$24.354	\$1,704.78		9.02	\$631.40	
	3 Part Union, comp/comp 3/4" x 3"	75	\$13.20	\$990.00	FORD	\$13.10	\$982.50	FORD	\$12.516	\$938.70		12.2	\$915.00	
	3 Part Union, comp/comp, 1"	50	\$15.11	\$755.50	FORD	\$15.00	\$750.00	FORD	\$13.656	\$682.80		14.92	\$746.00	
	3 Part Union, comp/comp, 3/4" x 1"	40	\$15.34	\$613.60	FORD	\$15.20	\$608.00	FORD	\$13.806	\$552.24		15.16	\$606.40	
	3 Part Union, comp/comp, 2"	25	\$68.26	\$1,706.50	FORD	\$67.70	\$1,692.50	FORD	\$65.022	\$1,625.55		67.43	\$1,685.75	
	Adaptor, male, comp/iron, 3/4"	15	\$10.84	\$162.60	FORD	\$10.70	\$160.50	FORD	\$10.254	\$153.81		10.72	\$160.80	
	Adaptor, male, comp/iron, 1"	10	\$12.84	\$128.40	FORD	\$12.70	\$127.00	FORD	\$12.132	\$121.32		12.69	\$126.90	
	Adaptor, male, comp/iron, 2"	10	\$51.28	\$512.80	FORD	\$50.90	\$509.00	FORD	\$48.834	\$488.34		50.65	\$506.50	
	Adaptor, female, comp/iron, 3/4"	2	\$11.40	\$22.80	FORD	\$11.30	\$22.60	FORD	\$10.992	\$21.98		11.26	\$22.52	
	Adaptor, female, comp/iron, 1"	10	\$15.48	\$154.80	FORD	\$15.30	\$153.00	FORD	\$15.720	\$157.20		15.29	\$152.90	
	Adaptor, female, comp/iron, 1.5"	2	\$45.01	\$90.02	FORD	\$44.70	\$89.40	FORD	\$42.858	\$85.72		44.47	\$88.94	
	Adaptor, female, comp/iron, 2"	5	\$53.59	\$267.95	FORD	\$53.20	\$266.00	FORD	\$51.072	\$255.36		52.93	\$264.65	
	Gate Valve, Brass, 3/4"	2	\$7.33	\$14.66	HAMMOND	\$6.60	\$13.20	MATCO	\$9.290	\$18.58		6.56	\$13.12	
	Gate Valve, Brass, 1"	2	\$10.99	\$21.98	HAMMOND	\$9.90	\$19.80	MATCO	\$12.945	\$25.89		9.83	\$19.66	
	Gate Valve, Brass, 1.5"	2	\$19.65	\$39.30	HAMMOND	\$17.80	\$35.60	MATCO	\$27.195	\$54.39		17.63	\$35.26	
	Gate Valve, Brass, 2"	10	\$30.95	\$309.50	HAMMOND	\$19.40	\$194.00	MATCO	\$38.000	\$380.00		19.27	\$192.70	
	Meter Riser with lockwing, 7" x 3/4"	10	\$65.65	\$656.50	FORD	\$65.20	\$652.00	FORD	\$60.840	\$608.40		68.92	\$689.20	
	Meter Riser with lockwing, 9" x 3/4"	2	\$66.47	\$132.94	FORD	\$70.00	\$140.00	FORD	\$62.808	\$125.62		69.72	\$139.44	
U-branch with lockwing, 6-1/2" centers, 3/4"	35	\$98.73	\$3,455.55	FORD	\$87.40	\$3,059.00	FORD	\$100.609	\$3,521.32		86.81	\$3,038.35		
Collar, Brass, 3/4"	4	\$6.84	\$27.36	MERIT	\$2.10	\$8.40	MATCO	\$4.352	\$17.41		2.09	\$8.36		
Ell, Brass, 90 degree, 3/4"	2	\$7.20	\$14.40	MERIT	\$2.60	\$5.20	MATCO	\$5.382	\$10.76		2.58	\$5.16		
Ell, brass, 90 degree, 1"	6	\$11.73	\$70.38	MERIT	\$4.00	\$24.00	MATCO	\$8.299	\$49.79		3.99	\$23.94		
Ell, brass, 90 degree, 2"	4	\$37.85	\$151.40	MERIT	\$13.00	\$52.00	MATCO	\$26.822	\$107.29		12.89	\$51.56		
Tee, Brass, iron/iron, 3/4" x 3/4"	2	\$8.99	\$17.98	MERIT	\$3.20	\$6.40	MATCO	\$6.614	\$13.23		3.18	\$6.36		

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
Sec 1 Cont'd	Bushing, Brass, 3/4" x 1"	50	\$6.60	\$330.00	MERIT	\$2.10	\$105.00	MATCO	\$4.352	\$217.60		2.09	\$104.50	
	Bushing, Brass, 3/4" x 1 1/4"	1	\$11.25	\$11.25	MERIT	\$3.60	\$3.60	MATCO	\$7.420	\$7.42		3.56	\$3.56	
	Bushing, Brass 1" x 2"	10	\$19.74	\$197.40	MERIT	\$8.20	\$82.00	MATCO	\$16.916	\$169.16		8.13	\$81.30	
	Bushing, Brass, 1 1/2" x 2"	4	\$19.74	\$78.96	MERIT	\$6.80	\$27.20	MATCO	\$14.040	\$56.16		6.75	\$27.00	
	Nipple, close all thread, 3/4"	5	\$1.64	\$8.20	MERIT	\$1.20	\$6.00	MATCO	\$1.770	\$8.85		1.2	\$6.00	
	Nipple, Brass 3/4" x 2"	6	\$2.07	\$12.42	MERIT	\$1.50	\$9.00	MATCO	\$2.229	\$13.37		1.51	\$9.06	
	Nipple, Brass, 3/4" x 4"	6	\$3.61	\$21.66	MERIT	\$2.60	\$15.60	MATCO	\$3.890	\$23.34		2.64	\$15.84	
	Nipple, Brass, 3/4" x 6"	6	\$5.27	\$31.62	MERIT	\$3.90	\$23.40	MATCO	\$5.681	\$34.09		3.86	\$23.16	
	Nipple, close all thread, 1"	2	\$2.42	\$4.84	MERIT	\$1.80	\$3.60	MATCO	\$2.610	\$5.22		1.77	\$3.54	
	Nipple, Brass 1/2"	5	\$1.13	\$5.65	MERIT	\$1.00	\$5.00	MATCO	\$1.422	\$7.11		2.19	\$10.95	
	Nipple, Brass, 1" x 2"	8	\$2.99	\$23.92	MERIT	\$2.20	\$17.60	MATCO	\$3.220	\$25.76		2.19	\$17.52	
	Nipple, Brass, 1" x 4"	5	\$5.17	\$25.85	MERIT	\$3.80	\$19.00	MATCO	\$5.633	\$28.17		3.83	\$19.15	
	Nipple, Brass, 1" x 6"	8	\$7.70	\$61.60	MERIT	\$5.70	\$45.60	MATCO	\$8.295	\$66.36		5.64	\$45.12	
	Nipple, Brass, 1 1/2" x 4"	2	\$9.17	\$18.34	MERIT	\$6.80	\$13.60	MATCO	\$9.881	\$19.76		6.72	\$13.44	
	Nipple, Brass 1-1/2" x 6"	4	\$13.55	\$54.20	MERIT	\$10.00	\$40.00	MATCO	\$14.598	\$58.39		9.94	\$39.76	
	Nipple, Brass, 2" x 2"	2	\$7.24	\$14.48	MERIT	\$5.30	\$10.60	MATCO	\$7.797	\$15.59		5.31	\$10.62	
	Nipple, Brass, 2" x 4"	15	\$11.81	\$177.15	MERIT	\$8.70	\$130.50	MATCO	\$12.712	\$190.68		8.65	\$129.75	
	Nipple, Brass, 2" x 6"	20	\$17.43	\$348.60	MERIT	\$12.90	\$258.00	MATCO	\$18.768	\$375.36		12.78	\$255.60	
	Reducer, 2" x 2-3/4"	10	\$54.30	\$543.00	MERIT	\$14.40	\$144.00	MATCO	\$46.706	\$467.06	2 X 2 1/2 QUOTED	14.28	\$142.80	
	Reducer, Brass, 2" x 1"	2	\$54.30	\$108.60	MERIT	\$14.40	\$28.80	MATCO	\$29.713	\$59.43		14.28	\$28.56	
	Reducer, Brass, 2" x 1.5"	2	\$49.70	\$99.40	MERIT	\$12.80	\$25.80	MATCO	\$26.369	\$52.74		12.67	\$25.34	
	Plug, Brass, 1"	10	\$8.18	\$81.80	MERIT	\$2.00	\$20.00	MATCO	\$4.150	\$41.50		1.99	\$19.90	
	Plug, Brass, 3/4"	5	\$4.50	\$22.50	MERIT	\$1.50	\$7.50	MATCO	\$3.146	\$15.73		1.51	\$7.55	
	Tee, Brass, 1" x 1"	5	\$16.23	\$81.15	MERIT	\$5.70	\$28.50	MATCO	\$11.747	\$58.74		5.64	\$28.20	
	Tee, Brass, 2" x 2"	2	\$52.31	\$104.62	MERIT	\$18.00	\$36.00	MATCO	\$37.144	\$74.29		17.85	\$35.70	
	Collar, Brass, 1.5"	2	\$23.44	\$46.88	MERIT	\$6.80	\$13.60	MATCO	\$14.040	\$28.08		6.75	\$13.50	
	Collar, Brass, 1"	2	\$10.79	\$21.58	MERIT	\$5.00	\$10.00	MATCO	\$6.614	\$13.23		6.75	\$13.50	
	Collar, Brass, 2"	10	\$38.77	\$387.70	MERIT	\$11.20	\$112.00	MATCO	\$23.114	\$231.14		11.11	\$111.10	
	Tapping Saddle, PVC 315, 2" x 1"	5	\$20.98	\$104.90	SMITH BLAIR	\$20.80	\$104.00	SMITH BLAIR	\$22.948	\$114.74		20.62	\$103.10	
	Tapping Saddle, AC 315, 3" x 1"	5	\$35.79	\$178.95	SMITH BLAIR	\$35.50	\$177.50	SMITH BLAIR	\$23.880	\$119.40		35.17	\$175.85	
	Tapping Saddle, AC 315, 4" x 1"	40	\$21.17	\$846.80	SMITH BLAIR	\$21.00	\$840.00	SMITH BLAIR	\$21.700	\$868.00		20.81	\$832.40	
	Tapping Saddle, AC 315, 4" x 2"	2	\$26.42	\$52.84	SMITH BLAIR	\$26.20	\$52.40	SMITH BLAIR	\$27.084	\$54.17		25.96	\$51.92	
	Tapping Saddle, AC315, 6" x 1"	20	\$24.63	\$492.60	SMITH BLAIR	\$24.40	\$488.00	SMITH BLAIR	\$25.241	\$504.82		24.2	\$484.00	
Tapping Saddle, AC315 8" x 1"	10	\$29.24	\$292.40	SMITH BLAIR	\$29.00	\$290.00	SMITH BLAIR	\$35.617	\$356.17		28.73	\$287.30		
Tapping Saddle, AC315 12" x 1"	4	\$36.96	\$147.84	SMITH BLAIR	\$36.70	\$146.80	SMITH BLAIR	\$37.876	\$151.50		36.32	\$145.28		
Tapping Saddle, AC 315, 6" x 2"	10	\$28.86	\$288.60	SMITH BLAIR	\$28.60	\$286.00	SMITH BLAIR	\$29.582	\$295.82		28.36	\$283.60		
Tapping Saddle, AC 315, 8" x 2"	1	\$34.75	\$34.75	SMITH BLAIR	\$34.50	\$34.50	SMITH BLAIR	\$35.617	\$35.62		34.15	\$34.15		
Tapping Saddle, AC 315, 10" x 2"	10	\$39.02	\$390.20	SMITH BLAIR	\$38.70	\$387.00	SMITH BLAIR	\$39.999	\$399.99		38.35	\$383.50		
Tapping Saddle, AC 315, 12" x 2"	2	\$46.57	\$93.14	SMITH BLAIR	\$46.20	\$92.40	SMITH BLAIR	\$47.732	\$95.46		45.77	\$91.54		
Tapping Saddle, AC 315, 16" x 2"	2	\$103.38	\$206.76	SMITH BLAIR	\$102.00	\$204.00	SMITH BLAIR	\$100.746	\$201.49		101.59	\$203.18		
Section 1 Sub Total				\$42,173.69			\$38,819.03			\$42,775.34			\$38,612.29	

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
2. Clamps and Couplings														
(Smith Blair 244)	Redi Clamp, 3/4" x 3"	10	\$18.14	\$181.40	SMITH BLAIR	\$18.00	\$180.00		\$18.504	\$185.04		17.83	\$178.30	
	Redi Clamp, 3/4" x 6"	5	\$38.35	\$191.75	SMITH BLAIR	\$38.00	\$190.00		\$39.115	\$195.58		37.68	\$188.40	
	Redi Clamp, 1" x 3"	10	\$19.19	\$191.90	SMITH BLAIR	\$19.00	\$190.00		\$19.574	\$195.74		18.86	\$188.60	
	Redi Clamp, 1" x 6"	5	\$38.63	\$193.15	SMITH BLAIR	\$38.30	\$191.50		\$39.406	\$197.03		37.96	\$189.80	
	Redi Clamp, 1-1/4" x 3"	5	\$19.56	\$97.80	SMITH BLAIR	\$19.40	\$97.00		\$19.953	\$99.77		19.22	\$96.10	
	Redi Clamp, 1-1/4" x 6"	2	\$39.11	\$78.22	SMITH BLAIR	\$38.80	\$77.60		\$39.889	\$79.78		38.43	\$76.86	
Sec 2 Cont'd	Redi Clamp, 1-1/2" x 3"	5	\$20.21	\$101.05	SMITH BLAIR	\$20.00	\$100.00		\$20.610	\$103.05		19.86	\$99.30	
	Redi Clamp, 1-1/2" x 6"	2	\$39.86	\$79.72	SMITH BLAIR	\$39.50	\$79.00		\$40.659	\$81.32		39.17	\$78.34	
(Smith Blair 245)	Redi Clamp, 2" x 3"	6	\$6.95	\$41.70	SMITH BLAIR	\$6.90	\$41.40		\$7.096	\$42.58		19.86	\$119.16	
	Redi Clamp, 2" x 6"	2	\$12.60	\$25.20	SMITH BLAIR	\$12.50	\$25.00		\$12.852	\$25.70		39.17	\$78.34	
(Smith Blair 226)	FCC 2.35 - 2.63 x 7.5"	70	\$38.72	\$2,710.40	SMITH BLAIR	\$39.90	\$2,793.00		\$41.046	\$2,873.22		39.55	\$2,768.50	
	FCC 2.35 - 2.63 x 12"	10	\$71.43	\$714.30	SMITH BLAIR	\$70.90	\$709.00		\$72.856	\$728.56		70.19	\$701.90	
	FCC 3.46 - 3.70 x 12"	2	\$79.34	\$158.68	SMITH BLAIR	\$78.70	\$157.40		\$80.918	\$161.84		77.96	\$155.92	
	FCC 3.73 - 4.00 x 12"	1	\$81.65	\$81.65	SMITH BLAIR	\$81.00	\$81.00		\$83.273	\$83.27		80.23	\$80.23	
	FCC 3.96 - 4.25 x 7.5"	35	\$50.74	\$1,775.90	SMITH BLAIR	\$50.30	\$1,760.50		\$51.746	\$1,811.11		49.86	\$1,745.10	
	FCC 3.96 - 4.25 x 12"	5	\$86.19	\$430.95	SMITH BLAIR	\$85.60	\$428.00		\$87.906	\$439.53		84.7	\$423.50	
	FCC 4.45 - 4.73 x 7.5"	2	\$52.52	\$105.04	SMITH BLAIR	\$52.10	\$104.20		\$53.565	\$107.13		51.61	\$103.22	
	FCC 4.45 - 4.73 x 12"	2	\$88.67	\$177.34	SMITH BLAIR	\$88.00	\$176.00		\$90.440	\$180.88		87.14	\$174.28	
	FCC 4.74 - 5.14 x 7.5"	10	\$54.36	\$543.60	SMITH BLAIR	\$53.90	\$539.00		\$55.446	\$554.46		53.42	\$534.20	
	FCC 4.74 - 5.14 x 12"	2	\$89.09	\$178.18	SMITH BLAIR	\$88.40	\$176.80		\$90.865	\$181.73		87.55	\$175.10	
	FCC 4.95 - 5.35 x 7.5"	15	\$54.95	\$824.25	SMITH BLAIR	\$54.50	\$817.50		\$56.037	\$840.56		54	\$810.00	
	FCC 4.95 - 5.35 x 12"	2	\$93.77	\$187.54	SMITH BLAIR	\$93.00	\$186.00		\$95.639	\$191.28		92.15	\$184.30	
	FCC 6.56 - 6.96 x 7.5"	5	\$62.78	\$313.90	SMITH BLAIR	\$62.30	\$311.50		\$64.032	\$320.16		61.69	\$308.45	
	FCC 6.56 - 6.96 x 12"	1	\$101.14	\$101.14	SMITH BLAIR	\$100.00	\$100.00		\$103.155	\$103.16		99.39	\$99.39	
	FCC 6.86 - 7.24 x 7.5"	5	\$64.16	\$320.80	SMITH BLAIR	\$63.00	\$315.00		\$64.435	\$322.18		63.05	\$315.25	
	FCC 6.86 - 7.24 x 12"	2	\$102.62	\$205.24	SMITH BLAIR	\$101.00	\$202.00		\$104.662	\$209.32		100.85	\$201.70	
	FCC 7.05 - 7.45 x 7.5"	55	\$65.12	\$3,581.60	SMITH BLAIR	\$64.00	\$3,520.00		\$66.417	\$3,652.94		64	\$3,520.00	
	FCC 7.05 - 7.45 x 12"	5	\$104.30	\$521.50	SMITH BLAIR	\$103.00	\$515.00		\$106.372	\$531.86		102.5	\$512.50	
	FCC 7.45 - 7.85 x 7.5"	1	\$66.80	\$66.80	SMITH BLAIR	\$66.00	\$66.00		\$68.128	\$68.13		65.64	\$65.64	
	FCC 8.54 - 8.94 x 10"	1	\$100.17	\$100.17	SMITH BLAIR	\$99.00	\$99.00		\$102.161	\$102.16		98.43	\$98.43	
	FCC 8.99 - 9.39 x 7.5"	2	\$76.75	\$153.50	SMITH BLAIR	\$76.00	\$152.00		\$78.283	\$156.57		75.42	\$150.84	
	FCC 8.99 - 9.39 x 12"	2	\$122.90	\$245.80	SMITH BLAIR	\$122.00	\$244.00		\$125.351	\$250.70		120.78	\$241.56	
	FCC 9.27 - 9.67 x 7.5"	40	\$78.45	\$3,138.00	SMITH BLAIR	\$77.00	\$3,080.00		\$80.010	\$3,200.40		77.09	\$3,083.60	
	FCC 9.27 - 9.67 x 12"	10	\$125.61	\$1,256.10	SMITH BLAIR	\$124.00	\$1,240.00		\$128.106	\$1,281.06		123.43	\$1,234.30	
	FCC 11.75 - 12.15 x 7.5"	2	\$95.41	\$190.82	SMITH BLAIR	\$95.00	\$190.00		\$97.303	\$194.61		93.76	\$187.52	
	FCC 13.40 - 13.80 x 15"	1	\$213.70	\$213.70	SMITH BLAIR	\$207.00	\$207.00		\$217.960	\$217.96		210.01	\$210.01	
	FCC 14.00 - 14.40 x 12.5"	2	\$176.92	\$353.84	SMITH BLAIR	\$172.00	\$344.00		\$180.431	\$360.86		173.86	\$347.72	
	FCC 14.38 - 15.13 x 12"	1	\$400.69	\$400.69	SMITH BLAIR	\$389.00	\$389.00		\$408.660	\$408.66		393.76	\$393.76	
	FCC 18.46 - 19.20 x 15"	2	\$454.83	\$909.66	SMITH BLAIR	\$442.00	\$884.00		\$463.863	\$927.73		446.96	\$893.92	
	FCC 11.04 - 11.44 x 7.5"	2	\$93.41	\$186.82	SMITH BLAIR	\$90.00	\$180.00		\$95.277	\$190.55		91.8	\$183.60	

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
(Smith Blair 411)	Dresser Coupling, 3/4"	7	\$18.49	\$129.43	SMITH BLAIR	\$18.30	\$128.10		\$18.848	\$131.94		18.17	\$127.19	
	Dresser Coupling, 1"	24	\$19.14	\$459.36	SMITH BLAIR	\$19.00	\$456.00		\$19.502	\$468.05		18.81	\$451.44	
	Dresser Coupling, 1-1/4"	2	\$20.04	\$40.08	SMITH BLAIR	\$19.90	\$39.80		\$20.424	\$40.85		19.69	\$39.38	
	Dresser Coupling, 1-1/2"	10	\$23.93	\$239.30	SMITH BLAIR	\$23.70	\$237.00		\$24.386	\$243.86		23.52	\$235.20	
	Dresser Coupling, 2"	20	\$27.12	\$542.40	SMITH BLAIR	\$26.90	\$538.00		\$27.632	\$552.64		26.65	\$533.00	
	Section 2 Sub Total				\$22,740.37			\$22,537.30			\$23,295.46			\$22,583.85
3. Rubber Adaptors, Sewer Fittings, Tubing and Meter Boxes (Fernco) Sec. 3 Cont'd	Adaptor, 4" PVC x 4" PVC	30	\$3.41	\$102.30	FERNCO	\$3.20	\$96.00		\$4.002	\$120.06		3.21	\$96.30	
	Adaptor, 4" PVC x 4" Clay	10	\$3.41	\$34.10	FERNCO	\$3.20	\$32.00		\$4.002	\$40.02		3.21	\$32.10	
	Adaptor, 4" PVC x 4" Concrete	10	\$3.67	\$36.70		\$3.45	\$34.50		\$4.322	\$43.22		3.46	\$34.60	
	Adaptor, 6" PVC x 6" PVC	4	\$7.28	\$29.12		\$6.85	\$27.40		\$8.558	\$34.23		6.85	\$27.40	
	Adaptor, 6" PVC x 6" Clay	4	\$7.28	\$29.12		\$6.85	\$27.40		\$8.558	\$34.23		6.85	\$27.40	
	Adaptor, 6" PVC x 6" Concrete	3	\$8.05	\$24.15		\$7.50	\$22.50		\$9.467	\$28.40		7.58	\$22.74	
	Adaptor, 8" PVC x 8" PVC	2	\$11.18	\$22.36		\$10.50	\$21.00		\$13.165	\$26.33		10.54	\$21.08	
	Adaptor, 8" PVC x 8" Clay	20	\$12.08	\$241.60		\$10.50	\$210.00		\$13.165	\$263.30		10.54	\$210.80	
	Adaptor, 8" PVC x 8" Concrete	2	\$12.08	\$24.16		\$11.30	\$22.60		\$14.219	\$28.44		11.39	\$22.78	
	Adaptor, 10" PVC x 10" PVC	2	\$16.79	\$33.58		\$15.80	\$31.60		\$19.764	\$39.53		15.83	\$31.66	
	Adaptor, 10" PVC x 10" Clay	2	\$16.79	\$33.58		\$15.80	\$31.60		\$19.764	\$39.53		15.83	\$31.66	
	Adaptor, 10" PVC Concrete	2	\$16.79	\$33.58		\$15.80	\$31.60		\$19.764	\$39.53		15.83	\$31.66	
	Adaptor, 12" PVC x 12" Clay	2	\$19.61	\$39.22		\$18.40	\$36.80		\$23.064	\$46.13		18.47	\$36.94	
	Adaptor, 12" PVC x 12" Concrete	2	\$19.61	\$39.22		\$18.40	\$36.80		\$23.064	\$46.13		18.47	\$36.94	
	Adaptor, 15" PVC x 15" Clay	2	\$33.62	\$67.24		\$33.90	\$67.80		\$41.932	\$83.86		33.95	\$67.90	
	Adaptor, 6" Clay x 4" PVC	2	\$8.54	\$17.08		\$8.00	\$16.00		\$10.049	\$20.10		8.05	\$16.10	
	Adaptor, 6" Concrete x 4" PVC	2	\$8.54	\$17.08		\$8.00	\$16.00		\$10.049	\$20.10		8.05	\$16.10	
	Adaptor, 6" Clay x 6" C.I. Eccentric	2	\$7.28	\$14.56		\$43.40	\$86.80		\$55.152	\$110.30		44.35	\$88.70	
	Adaptor, 6" Concrete x 6" C.I. Eccentric	2	\$8.05	\$16.10		\$43.40	\$86.80		\$55.152	\$110.30		44.35	\$88.70	
	Adaptor, 8" Clay x 8" C.I. Eccentric	2	\$12.08	\$24.16		\$68.30	\$136.60		\$85.032	\$170.06		68.37	\$136.74	
	Adaptor, 8" Concrete x 8" C.I. Eccentric	2	\$12.08	\$24.16		\$91.00	\$182.00		\$113.245	\$226.49		91.07	\$182.14	
	Coupling, 4" x 4"	70	\$0.99	\$69.30		\$1.40	\$98.00		\$1.412	\$98.84		1.37	\$95.90	
	Coupling, 6" x 6"	5	\$3.61	\$18.05		\$5.00	\$25.00		\$5.169	\$25.85		5.01	\$25.05	
	Coupling, 8" x 8"	5	\$11.23	\$56.15		\$15.60	\$78.00		\$16.089	\$80.45		15.63	\$78.15	
	Reducer, 6" x 4"	10	\$4.79	\$47.90		\$6.60	\$66.00		\$6.872	\$68.72		6.67	\$66.70	
	Reducer, 8" x 6"	4	\$20.29	\$81.16		\$28.20	\$112.80		\$29.055	\$116.22		28.24	\$112.96	
	Ell, 45 degree, 6"	2	\$5.88	\$11.76		\$8.15	\$16.30		\$8.424	\$16.85		8.17	\$16.34	
	Ell, 90 degree, 6"	2	\$5.45	\$10.90		\$8.80	\$17.60		\$7.826	\$15.65		8.88	\$17.76	
	Ell, 45 degree, 8"	2	\$16.02	\$32.04		\$22.30	\$44.60		\$22.953	\$45.91		22.31	\$44.62	
	Ell, 90 degree, 8"	2	\$21.01	\$42.02		\$31.50	\$63.00		\$32.427	\$64.85		31.51	\$63.02	
	Clean-out, 6" with plug	4	\$20.54	\$82.16		\$21.20	\$84.80		\$21.874	\$87.50		26.28	\$105.12	

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
Sec 3 Cont'd	Saddle Tee w/ss bands, gaskets, 6" x 4"	10	\$13.34	\$133.40		\$16.20	\$162.00		\$16.548	\$165.48		16.2	\$162.00	
	Saddle, Tee w/ss bands, gaskets, 6" x 6"	2	\$17.76	\$35.52		\$20.30	\$40.60		\$43.934	\$87.87		19.85	\$39.70	
	Saddle Tee w/ss bands, gasketed, 8" x 4"	20	\$17.76	\$355.20		\$20.30	\$406.00		\$19.978	\$399.56		20.35	\$407.00	
	Saddle Tee w/ss bands, gaskets, 8" x 6"	2	\$20.14	\$40.28		\$23.20	\$46.40		\$25.527	\$51.05		23.3	\$46.60	
	Saddle Tee w/ss bands, gaskets, 10" x 4"	10	\$25.83	\$258.30		\$35.90	\$359.00		\$40.698	\$406.98		35.97	\$359.70	
	Saddle Tee w/ss bands, gaskets, 10" x 6"	2	\$30.85	\$61.70		\$42.90	\$85.80		\$48.437	\$96.87		42.95	\$85.90	
	Saddle Tee w/ss bands, gaskets, 12" x 4"	4	\$32.05	\$128.20		\$44.60	\$178.40		\$52.752	\$211.01		44.62	\$178.48	
	Saddle Tee w/ss bands, gaskets, 12" x 6"	2	\$36.04	\$72.08		\$50.00	\$100.00		\$57.598	\$115.20		50.17	\$100.34	
	Saddle Tee w/ss bands, gaskets, 15" x 4"	2	\$33.89	\$67.78		\$47.00	\$94.00		\$50.920	\$101.84		47.17	\$94.34	
	Saddle, Universal, 6"	6	\$30.49	\$182.94		\$39.00	\$234.00		\$43.934	\$263.60		45.48	\$272.88	
	Saddle, Universal, 4"	70	\$23.10	\$1,617.00		\$29.60	\$2,072.00		\$33.248	\$2,327.36		34.9	\$2,443.00	
	Double "Y", 6" x 4"	1	\$15.87	\$15.87		\$22.00	\$22.00		\$24.908	\$24.91		22.09	\$22.09	
	Double "Y", 8" x 4"	1	\$39.44	\$39.44		\$54.80	\$54.80		\$60.847	\$60.85		54.9	\$54.90	
	Tee, Sch 35, 8" x 6"	2	\$22.13	\$44.26		\$30.80	\$61.60		\$34.152	\$68.30		30.8	\$61.60	
	Tee, Sch 35, 6" x 4"	2	\$7.74	\$15.48		\$11.10	\$22.20		\$11.461	\$22.92		11.14	\$22.28	
	Tee, Sch 35, 6"	2	\$8.17	\$16.34		\$11.70	\$23.40		\$11.708	\$23.42		11.79	\$23.58	
	Straps, Stainless Steel, w/flip-up screw	100	\$3.85	\$385.00		\$3.25	\$325.00		\$3.250	\$325.00		3.22	\$322.00	
	Coupling, 4"	50	\$2.64	\$132.00		\$1.80	\$90.00		\$2.229	\$111.45		1.77	\$88.50	
	Ell, 16 degree, 4"	55	\$4.46	\$245.30		\$2.95	\$162.25		\$3.775	\$207.63		2.99	\$164.45	
	Ell, 45 degree, 4"	70	\$5.02	\$351.40		\$3.25	\$227.50		\$4.245	\$297.15		3.26	\$228.20	
	Ell, 90 degree, 4"	55	\$6.32	\$347.60		\$7.00	\$385.00		\$5.339	\$293.65		7.16	\$393.80	
	Slip Cap 1/2"	30	\$0.15	\$4.50		\$0.11	\$3.30		\$0.128	\$3.84		0.14	\$4.20	
	Slip Cap 3/4"	30	\$0.15	\$4.50		\$0.13	\$3.90		\$0.149	\$4.47		0.18	\$5.40	
	Slip Cap 1"	30	\$0.25	\$7.50		\$0.22	\$6.60		\$0.235	\$7.05		0.27	\$8.10	
	Slip Cap, 4"	30	\$3.00	\$90.00		\$3.10	\$93.00		\$3.463	\$103.89		3.12	\$93.60	
	Tee, 4" x 4" x 4"	40	\$8.59	\$343.60		\$11.40	\$456.00		\$11.069	\$442.76		11.41	\$456.40	
	Cleanout with plug, 4"	60	\$5.23	\$313.80		\$3.60	\$216.00		\$4.422	\$265.32		4.28	\$256.80	
	Plug, only, 4"	40	\$1.59	\$63.60		\$1.15	\$46.00		\$1.708	\$68.32		1.15	\$46.00	
	Double "Y", 4" x 4"	2	\$23.41	\$46.82		\$19.40	\$38.80		\$28.107	\$56.21		19.48	\$38.96	
	Glue, PVC, quart can Wet and Dry	30	\$14.85	\$445.50		\$13.00	\$390.00		\$10.500	\$315.00		16.75	\$502.50	
	Primer, PVC, quart can	30	\$7.25	\$217.50		\$5.00	\$150.00		\$9.500	\$285.00		12.75	\$382.50	
	Lubricant, PVC, quart can	15	\$3.85	\$57.75		\$3.50	\$52.50		\$4.000	\$60.00		5.5	\$82.50	
	Cement, Talcote, Roof	10	\$55.00	\$550.00		\$36.40	\$364.00		\$52.000	\$520.00		51.47	\$514.70	
Strips, Ramneck	100	\$2.25	\$225.00		\$3.00	\$300.00		\$5.626	\$562.60		2.25	\$225.00	1 1/2" QUOTED	
Tee, Sch 40, 6" x 4"	2	\$24.24	\$48.48		\$27.70	\$55.40		\$23.755	\$47.51		27.8	\$55.60		
CTS Service Tubing, 200 PSI, 3/4"	500	\$0.22	\$110.00		\$0.21	\$105.00		\$0.220	\$110.00		0.2	\$100.00		
CTS Service Tubing, 200 PSI, 1"	1200	\$0.35	\$420.00		\$0.29	\$348.00		\$0.340	\$408.00		0.31	\$372.00		
CTS Service Tubing, 200 PSI, 2"	1000	\$1.10	\$1,100.00		\$0.92	\$920.00		\$1.190	\$1,190.00		1.04	\$1,040.00		
Meter Box, plastic, single with lid	50	\$13.50	\$675.00		\$14.50	\$725.00		\$14.085	\$704.25		13.57	\$678.50		
Meter Box, plastic, dual with lid	10	\$13.50	\$135.00		\$14.50	\$145.00		\$32.000	\$320.00		13.57	\$135.70		
Lids, plastic single	10	\$7.50	\$75.00		\$6.00	\$60.00		\$9.000	\$90.00		5.57	\$55.70		

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
	Meter Box, commercial, jumbo with lid	15	\$29.10	\$436.50		\$25.00	\$375.00		\$42.000	\$630.00		24.63	\$369.45	
	Pump, hand, 6ft hose	10	\$27.50	\$275.00		\$24.00	\$240.00		\$28.500	\$285.00		32.5	\$325.00	
	Section 3 Sub Total			\$11,544.75			\$12,105.35			\$14,332.44			\$13,206.01	
4. Gate Valves with Gland Restraints	CI Screw Type, 2"	10	\$205.30	\$2,053.00		\$203.00	\$2,030.00	AMERICAN DAF	\$214.392	\$2,143.92		214.94	\$2,149.40	
East Jordan or Mueller	MJ Type, 4"	5	\$330.95	\$1,654.75		\$382.00	\$1,910.00	AMERICAN DAF	\$403.176	\$2,015.88		334.94	\$1,674.70	
	MJ Type, 6"	10	\$429.05	\$4,290.50		\$490.00	\$4,900.00	AMERICAN DAF	\$511.878	\$5,118.78		427.18	\$4,271.80	
	MJ Type, 8"	2	\$695.95	\$1,391.90		\$762.00	\$1,524.00	AMERICAN DAF	\$797.705	\$1,595.41		672.74	\$1,345.48	
	Section 4 Sub Total			\$9,390.15			\$10,364.00			\$10,873.99			\$9,441.38	
5. Ductile Fittings w/gland restraints and Cast Iron Fittings, Miscellaneous														
Sec 5 Cont'd	Ell, 45 degree, 4"	2	\$64.63	\$129.26		\$69.40	\$138.80		\$75.140	\$150.28	ALL FITTINGS QUOTED W/MEGALUG RESTRAINTS	33.79	\$67.58	
	Ell, 45 degree, 6"	2	\$88.55	\$177.10		\$96.60	\$193.20		\$101.140	\$202.28		51.16	\$102.32	
	Ell, 45 degree, 8"	2	\$123.24	\$246.48		\$131.40	\$262.80		\$113.560	\$227.12		67.9	\$135.80	
	Ell, 90 degree, 4"	2	\$69.23	\$138.46		\$73.50	\$147.00		\$80.080	\$160.16		37.9	\$75.80	
	Ell, 90 degree, 6"	2	\$96.63	\$193.26		\$103.80	\$207.60		\$108.380	\$216.76		58.42	\$116.84	
	Ell, 90 degree, 8"	2	\$134.86	\$269.72		\$141.80	\$283.60		\$160.100	\$320.20		78.32	\$156.64	
	Solid Sleeve, 4" x 7.5"	2	\$59.36	\$118.72		\$64.70	\$129.40		\$69.440	\$138.88		29.05	\$58.10	
	Solid Sleeve, 4" x 12"	2	\$66.05	\$132.10		\$70.70	\$141.40		\$76.660	\$153.32		33.05	\$66.10	
	Solid Sleeve, 6" x 7.5"	3	\$82.90	\$248.70		\$91.50	\$274.50		\$95.060	\$285.18		46.11	\$138.33	
	Solid Sleeve, 6" x 12"	1	\$92.41	\$92.41		\$100.00	\$100.00		\$105.230	\$105.23		54.63	\$54.63	
	Solid Sleeve, 8" x 7.5"	2	\$110.57	\$221.14		\$120.00	\$240.00		\$124.880	\$249.76		56.53	\$113.06	
	Solid Sleeve, 8" x 12"	3	\$135.91	\$407.73		\$142.70	\$428.10		\$152.240	\$456.72		79.26	\$237.78	
	Solid Sleeve, 12" x 7.5"	2	\$209.97	\$419.94		\$220.00	\$440.00		\$234.115	\$468.23		102.95	\$205.90	
	Solid Sleeve, 12" x 12"	2	\$234.57	\$469.14		\$242.00	\$484.00		\$260.715	\$521.43		125.05	\$250.10	
	Plug, 4"	2	\$11.61	\$23.22		\$10.40	\$20.80		\$23.020	\$46.04		10.42	\$20.84	
	Plug w/2" tap, 4"	2	\$21.82	\$43.64		\$19.50	\$39.00		\$34.040	\$68.08		19.58	\$39.16	
	Plug, 6"	2	\$22.52	\$45.04		\$20.20	\$40.40		\$37.435	\$74.87		20.21	\$40.42	
	Plug, w/2" tap, 6"	2	\$32.73	\$65.46		\$29.30	\$58.60		\$48.455	\$96.91		29.37	\$58.74	
	Plug, 8"	2	\$33.79	\$67.58		\$30.30	\$60.60		\$50.740	\$101.48		30.32	\$60.64	
	Plug, w/2" tap, 8"	2	\$44.00	\$88.00		\$39.40	\$78.80		\$61.760	\$123.52		39.47	\$78.94	
	Tee, 4" x 4"	2	\$77.31	\$154.62		\$105.90	\$211.80		\$114.800	\$229.60		52.42	\$104.84	
	Tee, 6" x 4"	2	\$133.00	\$266.00		\$142.20	\$284.40		\$151.820	\$303.64		78.95	\$157.90	
	Tee, 6" x 6"	2	\$115.64	\$231.28		\$153.70	\$307.40		\$162.350	\$324.70		85.58	\$171.16	
	Tee, 8" x 4"	2	\$161.02	\$322.04		\$171.00	\$342.00		\$182.020	\$364.04		89.68	\$179.36	
	Tee, 8" x 6"	2	\$176.67	\$353.34		\$187.90	\$375.80		\$199.010	\$398.02		101.68	\$203.36	
	Tee, 8" x 8"	2	\$202.24	\$404.48		\$212.40	\$424.80		\$195.790	\$391.58		117.16	\$234.32	
Tee, 12" x 6"	2	\$285.23	\$570.46		\$296.50	\$593.00		\$318.125	\$636.25		156.32	\$312.64		

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
	Tee, 12" x 8"	2	\$322.89	\$645.78		\$324.00	\$648.00		\$349.185	\$698.37		174.95	\$349.90	
	Reducer, MJSEB x PE, 4" x 3"	2	\$39.88	\$79.76		\$43.00	\$86.00		\$47.770	\$95.54		18.32	\$36.64	
	Reducer, MJSEB x PE, 6" x 3"	2	\$54.67	\$109.34		\$55.50	\$111.00		\$77.115	\$154.23		31.58	\$63.16	
	Reducer, MJSEB x PE, 6" x 4"	2	\$46.92	\$93.84		\$46.80	\$93.60		\$56.220	\$112.44		22.74	\$45.48	
	Reducer, MJSEB x PE, 8" x 4"	2	\$64.52	\$129.04		\$62.30	\$124.60		\$77.220	\$154.44		38.53	\$77.06	
	Reducer, MJSEB x PE, 8" x 6"	2	\$65.74	\$131.48		\$66.00	\$132.00		\$78.150	\$156.30		34.74	\$69.48	
	Reducer, MJLEB x PE, 4" x 3"	2	\$45.16	\$90.32		\$45.30	\$90.60		\$54.120	\$108.24		21.16	\$42.32	
	Reducer, MJLEB x PE, 6" x 3"	2	\$51.85	\$103.70		\$61.80	\$123.60		\$72.270	\$144.54		34.78	\$69.56	
	Reducer, MJLEB x PE, 6" x 4"	2	\$65.74	\$131.48		\$66.10	\$132.20		\$78.150	\$156.30		34.74	\$69.48	
	Reducer, MJLEB x PE, 8" x 4"	2	\$80.45	\$160.90		\$80.90	\$161.80		\$94.610	\$189.22		39.47	\$78.94	
	Reducer, MJLEB x PE, 8" x 6"	2	\$72.00	\$144.00		\$73.40	\$146.80		\$84.530	\$169.06		31.9	\$63.80	
	Shoe, cleanout, 4"	5	\$55.00	\$275.00		\$49.40	\$247.00		\$55.000	\$275.00		42.11	\$210.55	
	Valve Box with lid, 18" x 24"	55	\$28.60	\$1,573.00		\$30.60	\$1,683.00		\$33.500	\$1,842.50		22.11	\$1,216.05	
	Valve Box with lid, 24" x 36"	20	\$39.60	\$792.00		\$36.50	\$730.00		\$48.500	\$970.00		31.88	\$637.60	
	Lid only, Valve Box	2	\$11.00	\$22.00		\$6.60	\$13.20		\$7.500	\$15.00		8.42	\$16.84	
	Ring, Manhole, 23.5"	4	\$168.30	\$673.20		\$100.50	\$402.00		\$106.133	\$424.53		117.5	\$470.00	
	Cover, Manhole with City Logo, 23.5"	2	\$110.00	\$220.00		\$100.50	\$201.00		\$116.490	\$232.98		117.5	\$235.00	
	Ring and Cover, Manhole with City Logo, 23.5"	6	\$212.00	\$1,272.00		\$260.00	\$1,560.00		\$222.620	\$1,335.72		235	\$1,410.00	
	Ring and Cover, Manhole, 32"	2	\$372.00	\$744.00		\$220.00	\$440.00		\$274.710	\$549.42		270	\$540.00	
	Plug, push-on, 4"	2	\$15.40	\$30.80		\$13.30	\$26.60		\$16.340	\$32.68		13.58	\$27.16	
	Plug, Push-on, 4" with 2" tap	2	\$22.00	\$44.00		\$18.80	\$37.60		\$23.180	\$46.36		24.43	\$48.86	
	Plug, Push-on, 6"	2	\$25.30	\$50.60		\$21.60	\$43.20		\$26.600	\$53.20		22.11	\$44.22	
	Plug, Push-on, 6" with 2" tap	2	\$35.20	\$70.40		\$30.90	\$61.80		\$38.000	\$76.00		34.78	\$69.56	
	Plug, Push-on, 8"	2	\$34.10	\$68.20		\$29.30	\$58.60		\$36.100	\$72.20		30	\$60.00	
	Plug, Push-on, 8" with 2" tap	2	\$44.00	\$88.00		\$38.30	\$76.60		\$47.120	\$94.24		43.13	\$86.26	
	Manhole Riser, Concrete, 3"	15	\$16.50	\$247.50		\$14.00	\$210.00		\$19.370	\$290.55		29.5	\$442.50	32" X 3" QUOTE
	Hydralock for 5-1/4" opening	20	\$150.00	\$3,000.00		\$199.00	\$3,980.00		\$155.000	\$3,100.00		265	\$5,300.00	
	T-bolt with nuts (Corten), 3/4" x 4-1/2"	20	\$1.35	\$27.00		\$1.50	\$30.00		\$2.496	\$49.92		1.8	\$36.00	
	Eye-bolt with nuts, 3/4" x 4-1/2"	20	\$4.40	\$88.00		\$1.60	\$32.00		\$3.717	\$74.34		1.8	\$36.00	
Sec 5 Cont'd	All thread rods, 5/8" (10'long)	60	\$1.20	\$72.00		\$11.70	\$702.00		\$1.117	\$67.02		10.29	\$617.40	
	Nuts, 5/8"	30	\$0.30	\$9.00		\$0.25	\$7.50		\$0.714	\$21.42		0.19	\$5.70	
	Stainless Bolts, 5/8 x 3"	40	\$2.75	\$110.00		\$1.20	\$48.00		\$0.520	\$20.80		3.56	\$142.40	
	Steel Probing Rod, 4'	10	\$45.00	\$450.00		\$22.00	\$220.00		\$23.500	\$235.00		29.41	\$294.10	
	Manhole Hook with flat handle, 24"	10	\$22.00	\$220.00		\$20.50	\$205.00		\$37.500	\$375.00		16.64	\$166.40	
Smith Blair Style 120	Cam lock fitting f/MJPVC pipe, epoxy coat	15	\$37.25	\$558.75		\$25.00	\$375.00		\$28.380	\$425.70		24.83	\$372.45	
Smith Blair Style 120	Cam lock fitting f/MJPVC pipe, epoxy coat	15	\$45.30	\$679.50		\$32.80	\$492.00		\$36.858	\$552.87		32.48	\$487.20	
Smith Blair Style 120	Cam lock fitting f/MJPVC pipe, epoxy coat	5	\$56.00	\$280.00		\$43.10	\$215.50		\$48.770	\$243.85		42.67	\$213.35	
	Section 5 Sub Total			\$19,383.91			\$20,255.60			\$20,429.26			\$17,592.72	
6. Transition Couplings, POWERMAX	Coupling, 3" PVC - 3" AC	2	\$85.80	\$171.60		\$63.00	\$126.00	SM	\$70.850	\$141.70		62.42	\$124.84	Smith Blair
	Coupling, 4" C900 - 3" AC	2	\$141.29	\$282.58		\$76.90	\$153.80	SM	\$102.180	\$204.36		66.44	\$132.88	Smith Blair

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
	Coupling, 4" C900 - 4" AC	2	\$104.50	\$209.00		\$76.90	\$153.80	SM	\$77.215	\$154.43		76.16	\$152.32	Smith Blair
	Coupling, 6" C900 - 6" AC	2	\$146.57	\$293.14		\$108.50	\$217.00	SM	\$84.840	\$169.68		107.39	\$214.78	Smith Blair
	Coupling, 8" C900 - 8" AC	2	\$171.60	\$343.20		\$126.60	\$253.20	SM	\$116.705	\$233.41		125.31	\$250.62	Smith Blair
	Section 6 Sub Total			\$1,299.52			\$903.80			\$903.58			\$875.44	
7. PVC Pipe and Fittings	Pipe, C 900, 4" X 20 (20' joints)	40	\$59.80	\$2,392.00		\$36.00	\$1,440.00		41.04	\$1,641.60		41.8	\$1,672.00	DR18
PIPING PRICES ONLY GOOD FOR 60 DAYS	Pipe sch 40, 1/2" (20' joints)	10	\$5.60	\$56.00		\$4.60	\$46.00		11.24	\$112.40		5.6	\$56.00	BE
	Pipe, sch 40, 3/4" (20' joints)	10	\$7.00	\$70.00		\$3.60	\$36.00		14.14	\$141.40		6.6	\$66.00	BE
	Pipe, sch 40 1" (20' joints)	10	\$8.00	\$80.00		\$7.00	\$70.00		19.56	\$195.60		8.8	\$88.00	BE
	Pipe, sch 40 , 2" (20' joints)	10	\$17.00	\$170.00		\$10.40	\$104.00		34	\$340.00		14.6	\$146.00	BE
	Pipe, sch 40, 4"X 20 (20' joints)	40	\$50.00	\$2,000.00		\$32.80	\$1,312.00		37	\$1,480.00		39.4	\$1,576.00	BE
	Pipe, C900 6" (20' joint)	20	\$116.00	\$2,320.00		\$3.27	\$65.40		80.8	\$1,616.00		82.6	\$1,652.00	DR18
	Pipe, sch 35, 6" X 14	40	\$36.40	\$1,456.00		\$19.60	\$784.00		26.58	\$1,063.20		27.44	\$1,097.60	SDR35 GJ
	Pipe, C900 8" (20' joint)	20	\$198.00	\$3,960.00		\$114.40	\$2,288.00		140.22	\$2,804.40		140.2	\$2,804.00	DR18
	Pipe, 8" x 14	20	\$63.00	\$1,260.00		\$38.36	\$767.20		63.672	\$1,273.44		53.48	\$1,069.60	SDR25 GJ
	Adaptor, 1/2" PVC, Female	20	\$0.15	\$3.00		\$0.15	\$3.00		\$0.152	\$3.04		0.18	\$3.60	
	Adaptor, 3/4" PVC, Female	20	\$0.20	\$4.00		\$0.20	\$4.00		\$0.194	\$3.88		0.21	\$4.20	
	Adaptor, 1" PVC, Female	20	\$0.15	\$3.00		\$0.23	\$4.60		\$0.224	\$4.48		0.25	\$5.00	
	Adaptor, 1/2" PVC, Male	20	\$0.15	\$3.00		\$0.13	\$2.60		\$0.122	\$2.44		0.15	\$3.00	
	Adaptor, 3/4" PVC, Male	20	\$0.15	\$3.00		\$0.15	\$3.00		\$0.136	\$2.72		0.18	\$3.60	
	Adaptor, 1" PVC, Male	20	\$0.25	\$5.00		\$0.24	\$4.80		\$0.244	\$4.88		0.26	\$5.20	
	Reducer 1 X 1/2	10	\$0.25	\$2.50		\$0.38	\$3.80		\$0.256	\$2.56		0.36	\$3.60	
	Reducer 1 X 3/4	10	\$0.25	\$2.50		\$0.38	\$3.80		\$0.382	\$3.82		0.39	\$3.90	
	Ell, 45 degree, 1/2"	20	\$0.25	\$5.00		\$0.22	\$4.40		\$0.224	\$4.48		0.26	\$5.20	
	Ell, 45 degree, 3/4"	20	\$0.35	\$7.00		\$0.35	\$7.00		\$0.348	\$6.96		0.36	\$7.20	
	Ell, 45 degree 1"	20	\$0.40	\$8.00		\$0.41	\$8.20		\$0.416	\$8.32		0.42	\$8.40	
Ell, 90 degree, 1/2 "	20	\$0.15	\$3.00		\$0.14	\$2.80		\$0.134	\$2.68		0.16	\$3.20		
Ell, 90 degree 3/4"	20	\$0.15	\$3.00		\$0.15	\$3.00		\$0.152	\$3.04		0.19	\$3.80		
Ell, 90 degree 1"	20	\$0.25	\$5.00		\$0.27	\$5.40		\$0.274	\$5.48		0.29	\$5.80		
Collar, PVC, 1/2"	20	\$0.15	\$3.00		\$0.10	\$2.00		\$0.088	\$1.76		0.11	\$2.20		
Collar, PVC, 3/4"	20	\$0.15	\$3.00		\$0.12	\$2.40		\$0.122	\$2.44		0.14	\$2.80		
Collar, PVC, 1"	20	\$0.30	\$6.00		\$0.22	\$4.40		\$0.216	\$4.32		0.25	\$5.00		
Slip Bushing 1 X 1/2"	10	\$0.25	\$2.50		\$0.26	\$2.60		\$0.256	\$2.56		0.29	\$2.90		
Slip Bushing 1 X 3/4"	10	\$0.25	\$2.50		\$0.26	\$2.60		\$0.256	\$2.56		0.29	\$2.90		
	Section 7 Sub Total			\$13,838.00			\$6,987.00			\$10,740.46			\$10,308.70	
	GRAND TOTAL			\$	\$120,370.39			\$111,972.08		\$123,350.53			\$112,620.39	

Summary:	ACT Pipe	HD Supply	Ferguson	MDN
Section 1	\$42,173.69	\$38,819.03	\$42,775.35	\$38,612.29
Section 2	\$22,740.37	\$22,537.30	\$23,295.46	\$22,583.85

Edited Bid Tabulation to Sealed Bid #17006 - Water and Sewer Supplies

Section	Description	QTY	ACT Pipe & Supply			HD Supply Waterworks			Ferguson Waterworks			CPR Services, dba MDN		
			Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)	Unit Price	Extended Price	Manufacturer Bid (if other than specified)
	Section 3			\$11,544.75		\$12,105.35		\$14,332.44		\$13,206.01				
	Section 4			\$9,390.15		\$10,364.00		\$10,873.99		\$9,441.38				
	Section 5			\$19,383.91		\$20,255.60		\$20,429.26		\$17,592.72				
	Section 6			\$1,299.52		\$903.80		\$903.58		\$875.44				
	Section 7			\$13,838.00		\$6,987.00		\$10,740.46		\$10,308.70				
				\$120,370.39		\$111,972.08		\$123,350.54		\$112,620.39				

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 9, 2017</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Budget</u>
Source of Funds: <u>019</u>
Account Number: <u>019-9881-690-1100</u>
Amount Budgeted: <u>330,000.00</u>
Amount Requested: <u>300,858.10</u>
Budgeted Item: <u>YES</u>

- Exhibit: Bid Tabulation
- Exhibit: Access Report
- Exhibit: Project Location Map
- Exhibit: Engineer's Recommendation

SUMMARY & RECOMMENDATION

Bid #17001 for Browning and Golden Drainage Improvements was opened and read on December 13, 2016. The bid was advertised in the Bay Area Observer on October 20 and 27, posted on Public Purchase and the City's website. Thirty four vendors accessed the bid, and 4 bids were received. Mar-Con Construction submitted the low bid at \$286,533.10. Mar-Con has successfully completed construction projects for the City of La Porte in the past.

Contingency: Staff is requesting a \$14,325 contingency equal to 5.0%.

Final Project Cost: \$286,533.10 total bid + \$14,325 = \$300,858.10.

Benefits:

The project will address street and house flooding.

Liabilities:

Deferring the project construction would add to future flooding and property damage.

Operating Costs:

None.

Action Required by Council:

Consider approval or other action to award Bid #17001 to Mar-Con Construction, for Browning and Golden Drainage Improvements and authorize the City Manager to enter into a construction contract in the amount of \$286,533.10 with a total project funding allocation equal to \$300,858.10 including a \$14,325 construction contingency.

Approved for City Council Agenda

Corby D. Alexander

Date

BID TABULATION
BID 17001- BROWNING & GOLDEN DRAINAGE IMPROVEMENTS PROJECT
DUE: December 13, 2016 AT 2:00 P.M.

Description	AR Turnke Construction Company	G.W. Phillips Concrete Construction	Paskey Incorporated	Mar-Con Services
Browning & Golden Drainage Improvements Lump Sum Total	\$341,147.00	\$303,236.00	\$299,999.73	\$286,533.10
Bid Bond	Yes	Yes	Yes	Yes

Access Report

Agency

Bid Number

Bid Title

City of La Porte (TX)

17001

Browning and Golden St Drainage Improvements

Vendor Name	Accessed First Time	Documents
Construction Bid Source	2016-10-25 08:58 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Hearn Company	2016-10-20 01:55 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Polston Applied Technologies CA-TX	2016-11-08 11:40 AM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Onvia	2016-10-20 01:01 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
BidClerk	2016-10-23 11:19 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
JTR Constructors, Inc.	2016-11-28 02:39 PM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Perkens WS Corporation	2016-10-24 04:21 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Horseshoe Construction, Inc	2016-10-21 09:01 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Webtech	2016-11-12 05:01 AM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
CMD Group	2016-10-24 08:03 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Sam Anderson Pvt Ltd	2016-10-20 09:54 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
North America Procurement Council	2016-10-22 03:31 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Teamwork Cnstruction	2016-12-01 11:23 AM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
aztec remodeling &landscaping compan	2016-10-20 09:38 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Skyline Consultants	2016-10-28 01:26 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
HDR Engineering, Inc.	2016-12-04 11:19 AM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Dodge Data & Analytics	2016-10-26 08:08 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Paskey Incorporated	2016-12-09 08:19 AM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
The Blue Book Building & Construction I	2016-10-28 09:00 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
J&G Concrete Products	2016-10-28 02:59 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
GW Phillips Concrete Construction, Inc.	2016-12-05 03:10 PM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
MAR-CON SERVICES, LLC	2016-12-08 10:05 AM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
AR TurnKee Construction Company, Inc	2016-12-12 11:50 AM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Dale Dobbins	2016-11-13 09:24 PM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Taylor & Taylor Construction	2016-10-20 09:00 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
F&L Coatings and Concrete, LLC	2016-12-06 12:40 PM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
GW Phillips Construction, INC.	2016-10-20 09:35 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
AAA Asphalt Paving Inc.	2016-10-20 09:15 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Precise Services Inc.	2016-10-26 07:56 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
TACOT Inc. dba SealMaster Houston	2016-11-04 02:57 PM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf
FRAGMA Construction Services, LLC	2016-12-09 10:09 AM CST	Bid 17001 Golden Browning Drainage Improvements Final.pdf
Forde Construction Company	2016-10-20 11:34 AM CDT	Bid 17001 Golden Browning Drainage Improvements Final.pdf

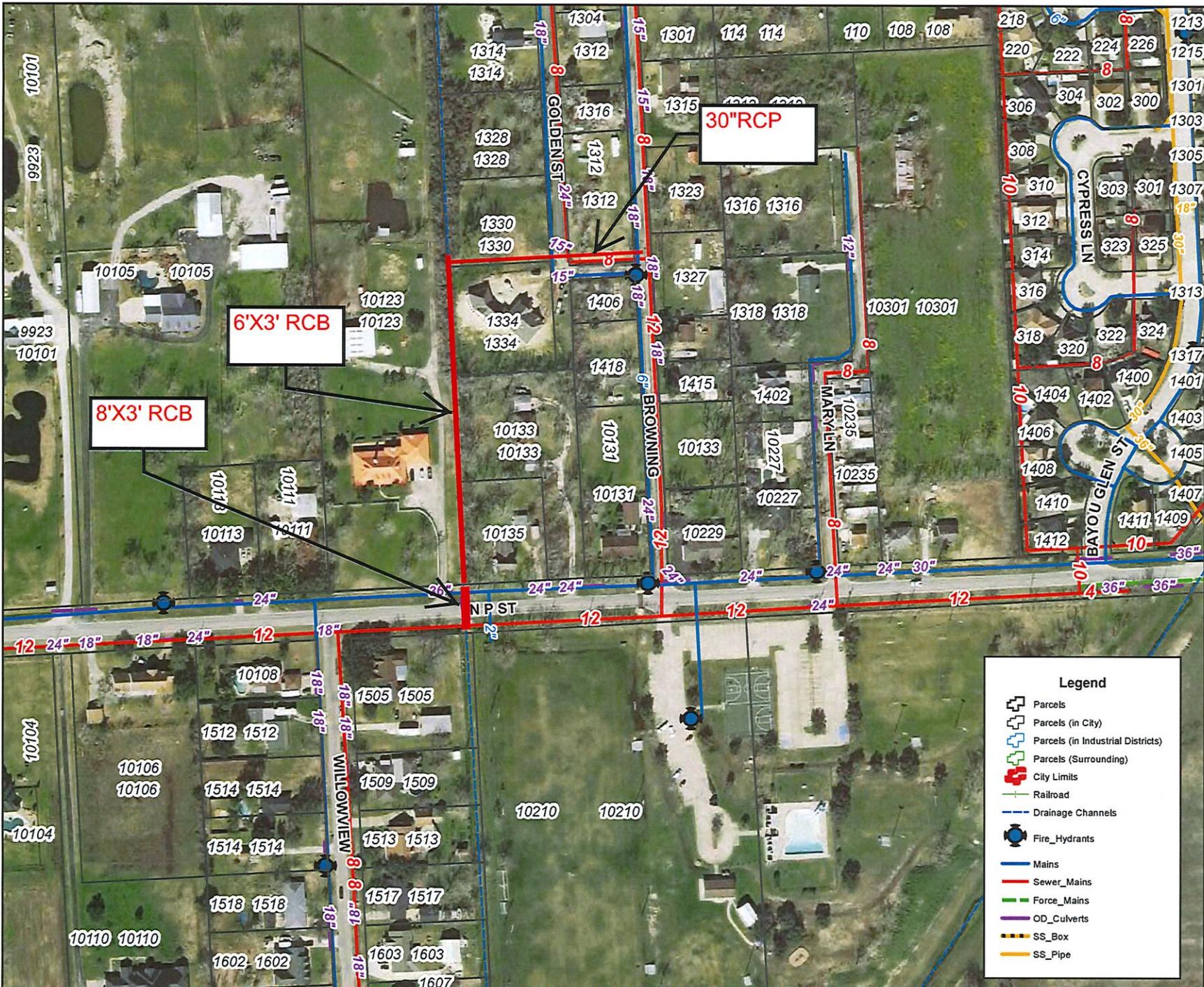
AAA Asphalt Paving Inc
Reliance Construction

2016-10-20 10:08 AM CDT
2016-10-20 12:51 PM CDT

Bid 17001 Golden Browning Drainage Improvements Final.pdf
Bid 17001 Golden Browning Drainage Improvements Final.pdf



City of La Porte
 604 W. Fairmont Parkway
 La Porte, TX 77571
 (281) 471-5020
 www.laportex.gov



Legend

- Parcels
- Parcels (in City)
- Parcels (in Industrial Districts)
- Parcels (Surrounding)
- City Limits
- Railroad
- Drainage Channels
- Fire_Hydrants
- Mains
- Sewer_Mains
- Force_Mains
- OD_Culverts
- SS_Box
- SS_Pipe

La Porte GIS Mapping

**MAP 3
 STORM
 LAYOUT**



1" = 223'



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of La Porte makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of La Porte from any damage, loss, or liability arising from such use.



LYLE & PEROSSA ENGINEERING

8603 Crossriver Ln Houston, Texas 77095 | 832.803.7386 | www.lyleperossaengineering.com

December 15, 2016

Don Pennell
Assistant Public Works Director
City of LaPorte
2963 N. 23rd St.
LaPorte, Texas 77571

RE: Recommendation of Contract Award for Browning & Golden St Drainage Improvements

Don:

Recently, Bid 17001 for Browning & Golden St. Drainage Improvements was advertised in the Bay Area Observer on Oct 20th & 27th, posted on Public Purchase and the city's website. The contract documents were reviewed by 34 vendors that downloaded the bid documents and 4 bids were received. The lowest responsive bidder appears to be **Mar-Con Services** with a bid of **\$286,533.10**.

Mar-Con Services has performed similar work in a satisfactory manner in La Porte and throughout Harris County. Therefore, Lyle & Perossa Engineering recommends that the subject contract be awarded by the City of La Porte to Mar-Con Services.

Please contact me if you have any questions or need additional information. I can be contacted by phone at (832) 803-7386. An e-mail can be sent to Heath.Lyle@lyleperossaengineering.com.

Sincerely,

Heath Lyle, PE, MBA
Principal
LYLE & PEROSSA ENGINEERING
TBPE Reg. No. F-16997

Access Report

Agency

Bid Number

Bid Title

City of La Porte (TX)

17008

Clarifier Rehabilitation

Vendor Name	Accessed First Time	Documents
BidClerk	2016-11-14 01:54 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Hearn Company	2016-11-14 02:39 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Construction Software Technologies	2016-11-14 08:32 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Polston Applied Technologies CA-TX	2016-11-10 02:20 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Onvia	2016-11-10 01:01 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
R & B Group, Inc	2016-11-18 09:35 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
JTR Constructors, Inc.	2016-11-17 12:31 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Perkens WS Corporation	2016-11-14 11:57 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Webtech	2016-11-12 04:42 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Sam Anderson Pvt Ltd	2016-11-10 08:57 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Scogin, John	2016-11-18 10:27 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Durba Construction	2016-11-14 09:41 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
ALL-PUMP & EQUIP. CO.	2016-11-10 01:17 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Hartwell Environmental Corporation	2016-11-10 01:21 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
North America Procurement Council	2016-11-17 07:15 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Dodge Data & Analytics	2016-11-11 02:07 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
The Blue Book Building & Constructio	2016-11-10 09:41 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Pittsburg Tank & Tower Maintenance	2016-11-15 08:41 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
IMS	2016-11-11 11:29 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Fab Tech Waste Water Solutions	2016-11-18 02:29 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Dale Dobbins	2016-11-13 09:21 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Northstar Industries	2016-11-18 09:38 AM CST	Bid #17008 Clarifier Rehabilitation Final.pdf
Newman Regency Group	2016-11-10 03:41 PM CST	Bid #17008 Clarifier Rehabilitation Final.pdf

BID TABULATION
BID #17008 CLARIFIER REHABILITATION
DUE: December 7, 2016 AT 2:00 P.M.

Description	Environmental Improvements, Inc.	Westech Engineering
Replacement of Secondary Clarifier Driver Unit #4		
Lump Sum Total	\$103,814.59	\$38,479.00
Bid Bond	Yes	Yes
Mandatory Site Visit	Yes	Yes

REQUEST FOR CITY COUNCIL AGENDA

Agenda Date Requested: <u>January 9, 2017</u>
Requested By: <u>Cherell Daeumer, Purchasing Manager</u>
Department: <u>Finance</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> X </u>

<u>Amount Budgeted</u>
Source of Funds: _____
Account Number: _____
Amount Budgeted: _____
Amount Requested: _____
Budgeted Item: <u>Yes</u>

Exhibits: Ordinance

Exhibits: Public Purchase Encryption Statement

Per the Texas Local Government Code Chapter 252.0415, Procedures for Electronic Bids or Proposals a municipality may receive bids or proposals electronically if the governing body of the municipality adopt rules to ensure the identification, security and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

The Purchasing Department has established procedures to allow for the electronic submission of bids and proposals through Public Purchase software. Since 2013 the City has used Public Purchase to post quotes, sealed bids/proposals and to notify vendors of City business opportunities. Staff is seeking to expand the use of Public Purchase software to enable vendors to submit sealed bids/proposals responses electronically. Adoption of this procedure will enable the City to provide more efficiency to the competitive procurement process and will also benefit the vendors seeking to do business with the City of La Porte. There is no additional charge to vendors to submit electronically. Hard copy submittals will be accepted as well.

The electronic system is located on the Public Purchase site and only password-enabled purchasing staff will be able to open the electronic responses and only at the established closing date and time. At the date and time of the closing of the bids/proposals a recap summary will be opened, downloaded and printed off Public Purchase. All electronic and hard document responses received by closing time and date will be read aloud to interested parties present at the bid opening. Attached is an encryption statement from Public Purchase attesting to the security of the process.

Action Required by Council:

Consider approval or other action of an ordinance amending Chapter 2 “Administration” Article III, “Finance” Division 2. “Purchases and Contracts”, Subdivision I, “in General” of the Code of Ordinances to adopt the Procedures for Electronic Bids and Proposals to ensure the identification, security and confidentiality of electronic bids or proposals and to ensure the electronic bids or proposals remain unopened until the established time.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 “ADMINISTRATION” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS BY ADOPTING RULES FOR ELECTRONIC SUBMISSION OF BIDS AND PROPOSALS IN ACCORDANCE WITH SECTION 252.0415, TEXAS LOCAL GOVERNMENT CODE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 252.0415 of the Texas Local Government Code, “Procedures for Electronic Bids or Proposals”, authorizes a municipality to receive bids or proposals by electronic submission for expenditures over \$50,000, if the governing body of the municipality adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time; and

WHEREAS, the City Council of the City of La Porte, Texas desires to allow vendors to file bids or proposals with the City of La Porte by electronic submission, for contracts requiring expenditures of more than \$50,000; and

WHEREAS, the City Council of the City of La Porte, the governing body of the City of La Porte, Texas, in accordance with Texas Local Government Code Section 252.0415, hereby adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time, which rules are to be incorporated into the City’s Code of Ordinances, as provided for herein.

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

Section 1: That Chapter 2, “Administration,” Article III, “Finance,” Division 2. “Purchases and Contracts”, Subdivision I, “In General”, is hereby amended by adding new Section 2-84 “Procedures for Electronic Bids and Proposals”, to read as follows:

“2-84 – Procedures for Electronic Bids and Proposals.

The following rules and procedures will apply to bids and proposals that are filed with the City of La Porte by electronic submission, for purchases over \$50,000. The purpose of these rules and procedures is to ensure the identification, security and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time, in accordance with Texas Local Government Code Section 252.0415.

1. A notification will be added to the bid/proposal instructions provided to bidders stating vendors may submit responses electronically through Public Purchase, listing the appropriate electronic address.
2. Only a password-enabled Purchasing Department employee of the City of La Porte will be able to open the electronic bid/proposal responses submitted and only at the established closing time and date. The electronic system used is locked and cannot be unsealed until the date and time indicated.
3. At the date and time of the closing of the bids/proposals a recap summary will be opened, downloaded and printed off Public Purchase.
4. All electronic and hard document bid/proposal responses received by closing time and date will be read aloud to interested parties present at the bid opening.”

Section 2. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City of La Porte for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this 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 3. 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 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 5. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED, this 9th day of January, 2017.

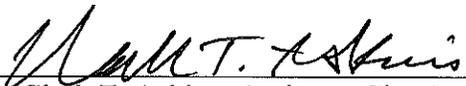
CITY OF LA PORTE, TEXAS

BY: _____
Louis R. Rigby, Mayor

ATTEST:

By: _____
Patrice Fogarty, City Secretary

APPROVED:

By: 
Clark T. Askins, Assistant City Attorney

Public Purchase Encryption Statement

Security is a critical component of sealed bid events. Therefore, The Public Group has implemented state-of-the-art security methods to protect the data associated with sealed bid events.

Encryption

Sealed bids are encrypted from the time they are submitted by a vendor until an authorized agency user decrypts them. When a vendor submits a sealed bid, the data is encrypted *before* it is transmitted via the Internet to The Public Group's secure servers. This process utilizes only the highest-rated encryption methods. During the process of encryption, Public Purchase securely marks each piece of data, indicating who can decrypt the bid and when it can be decrypted.

Decryption

Encryption alone is not sufficient. The ability to decrypt the information must also be protected. Before a sealed bid event closes, only the vendor who submitted the sealed bid can decrypt their sealed bid. Once a sealed bid event has closed, only an authorized agency user can decrypt the sealed bid event. To begin the process of decryption, Public Purchase requires an agency user to re-verify his or her identity by inputting his or her password. Only users with the appropriate permission are then allowed to decrypt sealed bid events. Users without the appropriate permission receive a message indicating that they do not have the appropriate permission to open sealed bid events.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 9, 2017

Requested By: Brian Sterling

Department: Planning

Report: Resolution: Ordinance:

Appropriation

Source of Funds: General Fund

Account Number: 001-9091-519-5007

Amount Budgeted: \$70,000

Amount Requested: \$70,000

Budgeted Item: YES NO

Exhibits:

1. Agreement for GIS Technical Services

SUMMARY & RECOMMENDATION

The City has utilized the services of HDR Engineering, Inc. for technical support in many of its GIS-related projects.

Planning & Development Staff has identified seven (7) priorities for which the technical assistance of HDR will be required in the current budget year:

1. Address Management
2. Subdivisions and Easements Feature Class Completion
3. ArcGIS Online Subscription Management and Support
4. ArcGIS Server Training and Services Creation
5. JavaScript Online GIS Site Deployment
6. GIS Data Consolidation
7. Technical Support & Training

A detailed description of each of these current priorities is further described in the attached agreement.

Action Required by Council:

Consider approval or other action of a professional services agreement with HDR Engineering, Inc. for on-going GIS technical services.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



December 12, 2016

Mr. Brian Sterling, GIS Manager
City of La Porte
604 W. Fairmont Parkway
La Porte, Texas 77571

Re: On-Going GIS Technical Services Proposal
Fiscal Year FY20162017
City of La Porte

Dear Mr. Sterling:

HDR Engineering Inc. is pleased to offer the City of La Porte (the "Owner") this proposed agreement for GIS Technical Services. Such services would be provided by HDR Engineering, Inc. (the "Engineer") on an on-call basis, as ordered by the Owner. It is anticipated that the Engineer will perform GIS Technical Services for the Owner within the framework of the following seven (7) categories:

1. Address Management - These services will consist of the following tasks:
 - a. Complete the resolution and verification phase of the Harris County Appraisal District (HCAD) to the NaviLine software address database comparison project with assistance from the City Staff member assigned responsibility for the internal management and use of the NaviLine software.
 - b. Submit individual parcel/structure specifics to HCAD GIS staff to be used for necessary changes to HCAD's parcels data to match corrected addresses in use by City of La Porte as contained in the NaviLine software.
 - c. Export and provide final version of the address points shapefile to City of La Porte containing the current HCAD 13-digit account number, situs address, and LocationID field from the NaviLine database to be used in the deployment of the One Solution module.
 - d. Configure and provide final shapefile of address points to City of League City containing specific attributes for use in updating the emergency services dispatching database.

2. Subdivision and Easements Feature Class Completion - These services will consist of the following tasks:
 - a. Create additional subdivision and block features contained in new subdivision plats furnished to HDR by the City of La Porte.
 - b. Create additional easement features using:
 - 1) Subdivision plats obtained as a part of item 2.a above.
 - 2) Easements granted by separate documents as provided to HDR by the City of La Porte staff containing adequately detailed metes and bounds descriptions to enable the use of COGO tools in ArcGIS software for creation.

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

3. ArcGIS Online Subscription Management and Support – HDR GIS Professionals will assist City Staff in the development and publishing of services and Web Maps created using the City's ArcGIS Online subscription.
4. ArcGIS Server Training and Services Creation – HDR GIS and IT Professionals have completed the installation and testing phases of the City's ArcGIS Server license on a Virtual Machine (VM) created by the City's IT Department. Services to be provided in the next phase include
 - a. HDR GIS Professionals will provide remote training to GIS staff in the use and management work flow of this software license.
 - b. HDR GIS Professionals will work with existing City Staff to publish services to this VM to be used in desktop and web based maps hosted on the City's municipal website.
 - c. Other technical support and assistance as needed for the management and use of the ArcGIS Server license.
5. JavaScript Online GIS Site Deployment – HDR GIS Professionals will complete and implement a JavaScript version replacing the City's current Silverlight online GIS application that will be consumable on desktop computers, tablets (iPhone, Android, windows based) and smartphones.
6. GIS Data Consolidation – HDR GIS Professionals will assist City of La Porte GIS staff in identifying and consolidating the various GIS datasets (shapefiles, personal geodatabases, and file geodatabases) into master level file geodatabases to allow for more efficient management of GIS data throughout the organization.
7. Technical Support and Training – Services provided under this category will consist of the following tasks:
 - a. Group and/or individual training and technical support on use of the City of La Porte ArcGIS Online subscription account or new JavaScript Online GIS Application
 - b. Attendance at City Staff requested meetings regarding miscellaneous GIS projects and assistance needs.
 - c. General GIS support (as needed) for technical, data, and troubleshooting issues

The services provided in response to the Owner's request would be identified under a basic job/activity number to be assigned to this agreement at the fee rate cited hereinafter. It is proposed that the fee to be paid for all services provided under this agreement will be computed as described in Attachment "A", which is a part of this letter agreement. We will bill you monthly for services and reimbursable expenses. Actual hourly rates are subject to change by Engineer in the normal conduct of Engineer's Business. Hourly rates, multiplier, salary cost markups and mileage rate are subject to adjustment upward or downward over time and the Engineer reserves the right to offer, at any future date, a revised multiplier rate, salary cost markup and mileage rate as a substitute for those previously in force, such action to be accomplished by an endorsement to this agreement and executed by both parties. However, each General GIS Services request, as described in the preceding paragraphs, shall be carried to completion using the multiplier schedule in effect at its initiation. The amount of this proposed agreement is for a NTE amount of \$70,000.

Services of specialized vendors such as reproduction companies, computer programmers, etc. will be accomplished by subcontract and billed to the Owner at cost plus ten percent (10%) as indicated in Attachment "A" or such services may be contracted for directly by the Owner if desired. If these services are contracted directly by the Owner, the Engineer assumes no responsibility for the adequacy of these services.

The "General Conditions of Agreement Between Owner and Engineer" are attached (Attachment B) and shall be a part of this letter agreement.

Our services will be available immediately upon the Owner's acceptance of this proposed letter agreement. Please indicate Owner acceptance of this letter agreement, by affixing your signature or that of your authorized representative in the space below and returning one copy to our office.

We appreciate the opportunity to serve the City of La Porte and look forward to continuing a successful relationship.

Sincerely,

HDR ENGINEERING, INC.

Proposed and Agreed to:

Accepted By:
City of La Porte, Texas
Signature:



DAVID WESTON
Vice President/Department Manager

Name: Corby Alexander
Title: City Manager
Date: _____

ATTACHMENT "A"

FEE BASIS - MULTIPLIER SCHEDULE

The charge for services invoiced on an hourly basis will be the sum equal to 2.35 times salary costs of employees assigned to and working on the Project. The multiplier covers general overhead, professional development and profit.

"Salary Cost" is defined as the cost of actual salaries of engineers, technicians, draftsmen, clerks, etc. for time directly chargeable to the Project, plus thirty percent (30%) for social security contributions, unemployment and payroll taxes, workmen's compensation insurance, retirement benefits, medical and insurance benefits, sick leave, jury duty, vacation and holiday pay applicable thereto. The actual salary rates shall include premium for overtime, when premium rates are actually paid.

"Subcontract Expense" is that incurred by the Engineer in employment of outside firms for services such as computer programming, data acquisition, and similar services. "Direct Non-Labor Expense" is that incurred by the Engineer for supplies, transportation, equipment, travel, communications, copies, prints of maps, postage, subsistence and lodging away from home, and similar non-labor expense will be invoiced at direct invoice cost plus ten percent (10%) service charge. Reimbursable travel in the Engineer's vehicles will be invoiced at the published IRS rate per mile at the time of service.

The range of Labor Rates currently in effect by the Engineer is presented on the following table. This range may change depending upon raises and personnel changes. The fee basis multiplier presented in this Attachment will not change without authorization from the Owner.

Labor Rates

Project Manager General	\$200.00 - \$230.00
Senior GIS Manager	\$140.00 - \$160.00
GIS Programmer/Application Developer	\$100.00 - \$130.00
GIS Analyst	\$ 75.00 - \$110.00
GIS Technician	\$ 60.00 - \$ 85.00
GIS Intern	\$ 40.00 - \$ 55.00

Computer Tech Charge*

\$3.70 per billable hour

*HDR's policy is to recover costs incurred from the use of computers and related technology through allocations to External projects. We follow generally accepted accounting principles and comply with Federal Acquisition Regulations (FAR) and Federal Cost Accounting Standards (CAS).

The technology charge is a fixed dollar amount applied to every hour of labor charged to an External Project. This is used to accumulate costs that are incurred in performing services for clients under a contractual agreement.

The cost items are associated with External project production, including, but not limited to the following items: leased personal and laptop computer equipment, servers, software, local and wide-area networks, supplies and support staff.

The technology charge cost pool does not include the following items: plotting, copying and printing, telephone and cell phone charges, faxes, and administrative computer and technology costs.

"ATTACHMENT B"
GENERAL CONDITIONS OF AGREEMENT
BETWEEN OWNER AND ENGINEER

1. COORDINATION WITH THE OWNER:

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses, shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with current policies. To implement this coordination, the Owner shall make available to the Engineer, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in Owner's possession relative to existing facilities and to the Project. The Owner shall furnish all legal, accounting and insurance counseling services, and other special consultants. The Engineer shall be entitled to rely on the completeness and accuracy thereof. If the Owner observes, or otherwise becomes aware of any fault or defect in the Project, prompt written notice thereof shall be given by the Owner to the Engineer.

2. FEES

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the fees set forth in the attached agreement. Unless otherwise specified, fees shall be paid to the Engineer in accordance with monthly billings based upon work performed and expenses incurred during that month. The Engineer's final payment is due and payable upon completion of the Engineer's services.

3. OWNERSHIP OF DOCUMENTS

Electronic GIS files and correspondence prepared by the Engineer shall be and remain the property of the Owner, provided that the Engineer has received full compensation due. The Engineer may retain copies of such electronic files and correspondence.

4. TERMINATION; SUSPENSION OF WORK

This Agreement may be terminated by either party by thirty days' written notice.

If the Project is terminated, abandoned or suspended, the Engineer shall be equitably paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

5. PROFESSIONAL RESPONSIBILITIES

Services will be performed in accordance with sound and generally accepted principles as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Engineer shall not be liable for any indirect or consequential loss or damage arising out of the performance of services hereunder, including, but not limited to, loss of profit, or business interruption, unless caused by negligence of the Engineer.

6. FORCE MAJEURE

The Engineer shall not be responsible or liable for any loss, damage, or delay caused by force majeure, which shall include riot, insurrection, embargo, fire or explosion, the elements, act of God, epidemic, war, vandalism or sabotage, earthquake, flood, strike, boycott, picketing, act of any government official or agency - civil or military, unavoidable accident, unlawful act of third parties, or any cause, whether or not similar to the foregoing, which loss, damage or delay is beyond the Engineer's reasonable control.

7. MISCELLANEOUS PROVISIONS

- A. Unless otherwise specified, this Agreement shall be governed by the law of Harris County, Texas.**
- B. The Owner and the Engineer waive all rights against each other and against the employees of the other for damages covered by any property insurance under the Project Construction Specifications.**

8. SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds itself and its partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other and they further agree that the agreement represents the entire understanding of the Owner and the Engineer and cannot be changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the Engineer. The Owner and Engineer agree to the full performance of the covenants contained herein.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 9, 2017</u>
Requested By: <u>Mike Collier</u>
Department: <u>Planning and Development</u>
Report: <u>X</u> Resolution: <u> </u> Ordinance: <u> </u> X

<u>Budget</u>
Source of Funds: <u>General Funds</u>
Account Number: <u>001-9092-524-6021</u>
Amount Budgeted: <u>\$60,000</u>
Amount Requested: <u>N/A</u>
Budgeted Item: <u>YES</u> <u>NO</u>

Exhibits: Progress Photos

Exhibits: Ordinances

Exhibits _____

SUMMARY & RECOMMENDATION

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

On September 12, 2016, Council conducted a public hearing and granted four property owners 120 days to complete repairs on structures located at 403 Arizona, 223 Bayside Dr., 2823 S. Broadway #1, and 211 N. Forrest. Prior to tonight's meeting, courtesy letters both regular mail and certified, were sent to all property owners as a reminder of the upcoming deadline.

The current status of each property is as follows:

403 Arizona:	No improvements
223 Bayside Dr:	Anticipate completion of repairs by January 9.
2823 S. Broadway #1:	No improvements
211 N. Forrest:	No improvements

At this time, staff is recommending Council consider authorizing the removal of dangerous buildings located at 403 Arizona, 2823 S. Broadway #1, and 211 N. Forrest to prevent devaluation of adjoining properties.

Action Required by Council:

1. Public Hearing for four structures located at 403 Arizona, 223 Bayside Dr., 2823 S. Broadway #1, and 211 N. Forrest ; and
2. Consider approval or other action to proceed with removal of the dangerous buildings located at 403 Arizona, 2823 S. Broadway #1, and 211 N. Forrest

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

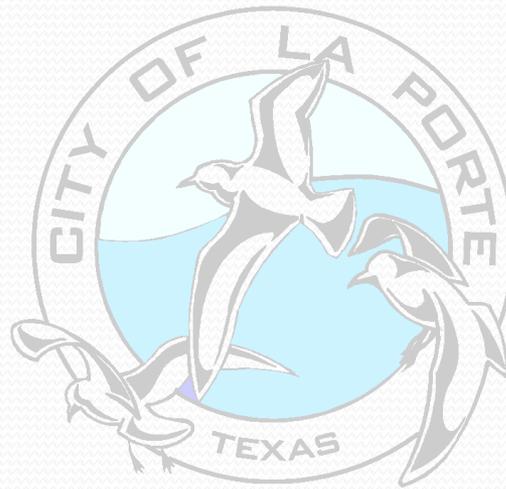
Dangerous Buildings

Possible Dangerous Building List

01/09/2017



Property with Repairs Underway





223 Bayside (April 2016)

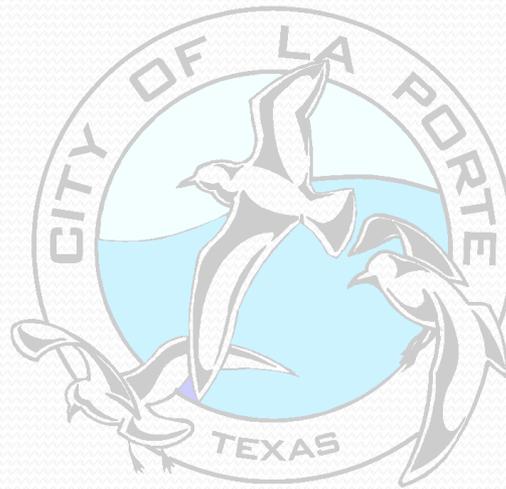




223 Bayside (Dec. 2016)



Properties with No Progress





403 Arizona (April 2016)





403 Arizona(Dec. 2016)





2823 S. Broadway (April 2016)





2823 S. Broadway (Dec. 2016)





211 N. Forrest (April 2016)





211 N. Forrest (Dec. 2016)



ORDINANCE NO. _____

AN ORDINANCE DECLARING THE PRIMARY RESIDENTIAL DWELLING LOCATED AT LOTS FOUR (4) AND FIVE (5) AND SOUTH ½ OF LOT THREE (3), BLOCK 223, CITY OF LA PORTE, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 403 ARIZONA ST. TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT RANDALL E. SEXTON IS THE RECORD OWNER OF SAID PROPERTY; ORDERING THE SAID OWNER TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNER TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING) BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

WHEREAS, the City Council of the City of La Porte, passed and approved Section 82-472 of the Code of Ordinances, creating a Dangerous Building Inspection Board (*the Board*) to be composed of the Building Official or his duly authorized representative, the Fire Chief or his duly authorized representative, the Fire Marshal or his duly authorized representative; and

WHEREAS, Section 82-474 (a) provides that:

Whenever it shall come to the attention of the Board or any member thereof, by reason of the carrying out of the necessary duties of such member, or by reason of a complaint of any citizen of the City or of the City Council, that a dangerous building exists, the Board shall make a thorough inspection of such building(s); and

WHEREAS, Section 82-474 (e) provides that:

After the inspection provided for in this Section has been made, with or without the aid of experts, the Board shall report its conclusion in writing to each of the members of the City Council and to the City Attorney. Such report shall state the circumstances and the condition of the building(s) upon which such conclusion was based. The report shall be filed in all cases no matter what conclusion is stated by the Board; and

WHEREAS, it has heretofore come to the attention of the Board that the primary residential dwelling at LOTS FOUR (4) AND FIVE (5) AND SOUTH ½ OF LOT THREE (3), BLOCK 223, CITY OF LA PORTE, HARRIS COUNTY, TEXAS, which is further described as 403 ARIZONA ST., Harris County, Texas, has become dangerous or substandard and thereby a public nuisance, as established in Section 82-473 of the Code of Ordinances of the City of La Porte; and

WHEREAS, said Board has heretofore made and filed its written report, dated APRIL 11, 2016 finding said building to be in fact a dangerous building;

WHEREAS, City Council received such report, and ordered notice to the record owner of said property that a hearing as provided in Section 82-477 of said Ordinance would be held at 6:00 PM on SEPTEMBER 12, 2016, at 604 W. Fairmont Parkway, at the Council Chambers, City Hall, City of La Porte, Texas, at which time the Council would hear further evidence for and against the conclusions of the Board;

WHEREAS, the City of La Porte has heretofore served notice of said hearing upon said owner(s), by posting a notice on the subject property on or about AUGUST 12, 2016; and by registered mail, return receipt requested, which notice was shown by USPS as available for pick up on AUGUST 19, 2016; a date more than ten (10) days before the date set for said hearing;

WHEREAS, on SEPTEMBER 12, 2016 City Council met in regular session to conduct such public hearing, at which time evidence was presented both for and against the conclusions of the Board;

WHEREAS, in lieu of closing the public hearing and considering formal action to order the condemnation of the building, the City Council voted to continue such public hearing until its regularly scheduled meeting date on JANUARY 9, 2017;

WHEREAS, on JANUARY 9, 2017 the City Council met in regular session to complete such public hearing, at which time evidence was presented both for and against the conclusions of the Board, after which the public hearing was concluded;

WHEREAS, the City Council, after due deliberation, and within fifteen (15) days after the termination of the public hearing, is required to make its decision in writing and enter its order; and;

WHEREAS, City Council entered its order to condemn the building on JANUARY 9, 2017 a day which is within fifteen (15) days after the termination of the hearing; NOW THEREFORE:

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

Section 1. This Ordinance contains the Findings of Fact, Conclusions of Law, and orders of the City Council of the City of La Porte, based upon the evidence presented at said hearing.

Section 2. Based on the evidence presented at said hearing, the City Council hereby adopts the attached report of the Board, in full, and incorporates such by reference herein as fully as though set out herein.

Section 3. The City Council hereby finds, determines and declares such building, being the primary dwelling structure, to be a public nuisance, and orders such building condemned.

Section 4. The City Council hereby finds, determines and declares that RANDALL E. SEXTON is the record owner of the property on which the aforementioned primary residential dwelling structure is situated, and that as such record owner, the said RANDALL E. SEXTON has been duly and legally notified of those proceedings.

Section 5. The City Council hereby orders the said RANDALL E. SEXTON to entirely remove or demolish such building including all slabs, parking bays and driveways, and further orders the said RANDALL E. SEXTON to commence such removal within ten (10) days from the effective date of this Ordinance, and to complete said removal or demolition within forty-five (45) days from the effective date of this ordinance.

Section 6. The City Council hereby orders the Board of the City of La Porte to cause a notice of the dangerous, unsanitary condition of the building to be affixed in one or more conspicuous places on the exterior of the building, which notice or notices shall not be removed or defaced by any person, under penalty of law.

Section 7. The City Council hereby orders the City Secretary to forward a certified copy of this Ordinance, to the record owner of said property and to any and all lienholders or mortgagees, by registered mail, return receipt requested; file a copy of this Ordinance in the office of the City Secretary; and, publish in the official newspaper of the city a notice containing: 1) the street address or legal description of the property, 2) the date of the public hearing, 3) a brief statement indicating the results of the hearing, and 4) instructions stating where a complete copy of this Ordinance may be obtained.

Section 8. Should the said RANDALL E. SEXTON not comply with the orders contained in this Ordinance relating to the removal or demolition of such building including all slabs, parking bays and driveways within forty-five (45) days after hereof, then the City of La Porte shall enter upon the said premises with such assistance as it may deem necessary, and cause the said building to be removed or demolished without delay, and the expenses of such procedure shall be charged against the said record owner of said property, and shall thereupon become a valid and enforceable personal obligation of said owner of such premises, and the said City shall carefully compute the cost of such removal or demolition, which cost shall be hereafter assessed against the land occupied by such building, and made lien thereon.

Section 9. The City Council officially finds, determines, and recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by

law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this the 9th day of JANUARY, 2017.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins
Clark T. Askins, Assist. City Attorney

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE ACCESSORY GARAGE STRUCTURE LOCATED ON LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), BLOCK 13, BAYSIDE TERRACE ADDITION, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 223 BAYSIDE DR. TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT YANTIS RAND NICHOLS IS THE RECORD OWNER OF SAID PROPERTY; ORDERING THE SAID OWNER TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNER TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING) BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

WHEREAS, the City Council of the City of La Porte, passed and approved Section 82-472 of the Code of Ordinances, creating a Dangerous Building Inspection Board (*the Board*) to be composed of the Building Official or his duly authorized representative, the Fire Chief or his duly authorized representative, the Fire Marshal or his duly authorized representative; and

WHEREAS, Section 82-474 (a) provides that:

Whenever it shall come to the attention of the Board or any member thereof, by reason of the carrying out of the necessary duties of such member, or by reason of a complaint of any citizen of the City or of the City Council, that a dangerous building exists, the Board shall make a thorough inspection of such building(s); and

WHEREAS, Section 82-474 (e) provides that:

After the inspection provided for in this Section has been made, with or without the aid of experts, the Board shall report its conclusion in writing to each of the members of the City Council and to the City Attorney. Such report shall state the circumstances and the condition of the building(s) upon which such conclusion was based. The report shall be filed in all cases no matter what conclusion is stated by the Board; and

WHEREAS, it has heretofore come to the attention of the Board that the accessory garage structure at LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), BLOCK 13, BAYSIDE TERRACE ADDITION, HARRIS COUNTY, TEXAS, which is further described as 223 BAYSIDE DR., Harris County, Texas, has become dangerous or substandard and thereby a public nuisance, as established in Section 82-473 of the Code of Ordinances of the City of La Porte; and

WHEREAS, said Board has heretofore made and filed its written report, dated APRIL 11, 2016 finding said building to be in fact a dangerous building;

WHEREAS, City Council received such report, and ordered notice to the record owner of said property that a hearing as provided in Section 82-477 of said Ordinance would be held at 6:00 PM on SEPTEMBER 12, 2016, at 604 W. Fairmont Parkway, at the Council Chambers, City Hall, City of La Porte, Texas, at which time the Council would hear further evidence for and against the conclusions of the Board;

WHEREAS, the City of La Porte has heretofore served notice of said hearing upon said owner(s), by posting a notice on the subject property on or about AUGUST 12, 2016; and by registered mail, return receipt requested, which notice was shown by USPS as delivered on AUGUST 29, 2016; a date more than ten (10) days before the date set for said hearing;

WHEREAS, on SEPTEMBER 12, 2016 City Council met in regular session to conduct such public hearing, at which time evidence was presented both for and against the conclusions of the Board;

WHEREAS, in lieu of closing the public hearing and considering formal action to order the condemnation of the building, the City Council voted to continue such public hearing until its regularly scheduled meeting date on JANUARY 9, 2017;

WHEREAS, on JANUARY 9, 2017 the City Council met in regular session to complete such public hearing, at which time evidence was presented both for and against the conclusions of the Board, after which the public hearing was concluded;

WHEREAS, the City Council, after due deliberation, and within fifteen (15) days after the termination of the public hearing, is required to make its decision in writing and enter its order; and;

WHEREAS, City Council entered its order to condemn the building on JANUARY 9, 2017 a day which is within fifteen (15) days after the termination of the hearing; NOW THEREFORE:

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

Section 1. This Ordinance contains the Findings of Fact, Conclusions of Law, and orders of the City Council of the City of La Porte, based upon the evidence presented at said hearing.

Section 2. Based on the evidence presented at said hearing, the City Council hereby adopts the attached report of the Board, in full, and incorporates such by reference herein as fully as though set out herein.

Section 3. The City Council hereby finds, determines and declares such building, being an accessory garage structure, to be a public nuisance, and orders such building condemned.

Section 4. The City Council hereby finds, determines and declares that YANTIS RAND NICHOLS is the record owner of the property on which the aforementioned accessory garage structure is situated, and that as such record owner, the said YANTIS RAND NICHOLS has been duly and legally notified of those proceedings.

Section 5. The City Council hereby orders the said YANTIS RAND NICHOLS to entirely remove or demolish such building including all slabs, parking bays and driveways, and further orders the said YANTIS RAND NICHOLS to commence such removal within ten (10) days from the effective date of this Ordinance, and to complete said removal or demolition within forty-five (45) days from the effective date of this ordinance.

Section 6. The City Council hereby orders the Board of the City of La Porte to cause a notice of the dangerous, unsanitary condition of the building to be affixed in one or more conspicuous places on the exterior of the building, which notice or notices shall not be removed or defaced by any person, under penalty of law.

Section 7. The City Council hereby orders the City Secretary to forward a certified copy of this Ordinance, to the record owner of said property and to any and all lienholders or mortgagees, by registered mail, return receipt requested; file a copy of this Ordinance in the office of the City Secretary; and, publish in the official newspaper of the city a notice containing: 1) the street address or legal description of the property, 2) the date of the public hearing, 3) a brief statement indicating the results of the hearing, and 4) instructions stating where a complete copy of this Ordinance may be obtained.

Section 8. Should the said YANTIS RAND NICHOLS not comply with the orders contained in this Ordinance relating to the removal or demolition of such building including all slabs, parking bays and driveways within forty-five (45) days after hereof, then the City of La Porte shall enter upon the said premises with such assistance as it may deem necessary, and cause the said building to be removed or demolished without delay, and the expenses of such procedure shall be charged against the said record owner of said property, and shall thereupon become a valid and enforceable personal obligation of said owner of such premises, and the said City shall carefully compute the cost of such removal or demolition, which cost shall be hereafter assessed against the land occupied by such building, and made lien thereon.

Section 9. The City Council officially finds, determines, and recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by

law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this the 9th day of JANUARY, 2017.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins
Clark T. Askins, Assist. City Attorney

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE COMMERCIAL BUILDING LOCATED AT 0.138 ACRE TRACT DESCRIBED AS TRACTS 33B AND 34D, ABSTRACT 30, W. P. HARRIS, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 2823 S. BROADWAY ST. #1 TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT BRETT COE, EDWARD SOLIZ, AND ABRAHAM CASTANEDA ARE THE RECORD OWNERS OF SAID PROPERTY; ORDERING THE SAID OWNERS TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNERS TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

WHEREAS, the City Council of the City of La Porte, passed and approved Section 82-472 of the Code of Ordinances, creating a Dangerous Building Inspection Board (*the Board*) to be composed of the Building Official or his duly authorized representative, the Fire Chief or his duly authorized representative, the Fire Marshal or his duly authorized representative; and

WHEREAS, Section 82-474 (a) provides that:

Whenever it shall come to the attention of the Board or any member thereof, by reason of the carrying out of the necessary duties of such member, or by reason of a complaint of any citizen of the City or of the City Council, that a dangerous building exists, the Board shall make a thorough inspection of such building(s); and

WHEREAS, Section 82-474 (e) provides that:

After the inspection provided for in this Section has been made, with or without the aid of experts, the Board shall report its conclusion in writing to each of the members of the City Council and to the City Attorney. Such report shall state the circumstances and the condition of the building(s) upon which such conclusion was based. The report shall be filed in all cases no matter what conclusion is stated by the Board; and

WHEREAS, it has heretofore come to the attention of the Board that the commercial building at 0.138 ACRE TRACT DESCRIBED AS TRACTS 33B AND 34D, ABSTRACT 30, W. P. HARRIS, HARRIS COUNTY, TEXAS, which is further described as 2823 S. BROADWAY ST. #1, Harris County, Texas, has become dangerous or substandard and thereby a public nuisance, as established in Section 82-473 of the Code of Ordinances of the City of La Porte; and

WHEREAS, said Board has heretofore made and filed its written report, dated APRIL 11, 2016 finding said building to be in fact a dangerous building;

WHEREAS, City Council received such report, and ordered notice to the record owner of said property that a hearing as provided in Section 82-477 of said Ordinance would be held at 6:00 PM on SEPTEMBER 12, 2016, at 604 W. Fairmont Parkway, at the Council Chambers, City Hall, City of La Porte, Texas, at which time the Council would hear further evidence for and against the conclusions of the Board;

WHEREAS, the City of La Porte has heretofore served notice of said hearing upon said owner(s), by posting a notice on the subject property on or about AUGUST 12, 2016; and by registered mail, return receipt requested, which notice was shown by USPS as “notice left, no authorized recipient available” on AUGUST 18, 2016; a date more than ten (10) days before the date set for said hearing;

WHEREAS, on SEPTEMBER 12, 2016 City Council met in regular session to conduct such public hearing, at which time evidence was presented both for and against the conclusions of the Board;

WHEREAS, in lieu of closing the public hearing and considering formal action to order the condemnation of the building, the City Council voted to continue such public hearing until its regularly scheduled meeting date on JANUARY 9, 2017;

WHEREAS, the City of La Porte served notice of the JANUARY 9, 2017 public hearing continuation date upon said owner by registered mail, return receipt requested, which notice was shown by USPS as delivered on DECEMBER 10 2016; a date more than ten (10) days before the date set for said hearing;

WHEREAS, on JANUARY 9, 2017 the City Council met in regular session to complete such public hearing, at which time evidence was presented both for and against the conclusions of the Board, after which the public hearing was concluded;

WHEREAS, the City Council, after due deliberation, and within fifteen (15) days after the termination of the public hearing, is required to make its decision in writing and enter its order; and;

WHEREAS, City Council entered its order to condemn the building on JANUARY 9, 2017 a day which is within fifteen (15) days after the termination of the hearing; NOW THEREFORE:

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

Section 1. This Ordinance contains the Findings of Fact, Conclusions of Law, and orders of the City Council of the City of La Porte, based upon the evidence presented at said hearing.

Section 2. Based on the evidence presented at said hearing, the City Council hereby adopts the attached report of the Board, in full, and incorporates such by reference herein as fully as though set out herein.

Section 3. The City Council hereby finds, determines and declares such building, being a commercial structure, to be a public nuisance, and orders such building condemned.

Section 4. The City Council hereby finds, determines and declares that BRETT COE, EDWARD SOLIZ, AND ABRAHAM CASTANEDA are the record owners of the property on

which the aforementioned commercial structure is situated, and that as such record owners, the said BRETT COE, EDWARD SOLIZ, AND ABRAHAM CASTANEDA have been duly and legally notified of those proceedings.

Section 5. The City Council hereby orders the said BRETT COE, EDWARD SOLIZ, AND ABRAHAM CASTANEDA to entirely remove or demolish such building including all slabs, parking bays and driveways, and further orders the said BRETT COE, EDWARD SOLIZ, AND ABRAHAM CASTANEDA to commence such removal within ten (10) days from the effective date of this Ordinance, and to complete said removal or demolition within forty-five (45) days from the effective date of this ordinance.

Section 6. The City Council hereby orders the Board of the City of La Porte to cause a notice of the dangerous, unsanitary condition of the building to be affixed in one or more conspicuous places on the exterior of the building, which notice or notices shall not be removed or defaced by any person, under penalty of law.

Section 7. The City Council hereby orders the City Secretary to forward a certified copy of this Ordinance, to the record owner of said property and to any and all lienholders or mortgagees, by registered mail, return receipt requested; file a copy of this Ordinance in the office of the City Secretary; and, publish in the official newspaper of the city a notice containing: 1) the street address or legal description of the property, 2) the date of the public hearing, 3) a brief statement indicating the results of the hearing, and 4) instructions stating where a complete copy of this Ordinance may be obtained.

Section 8. Should the said BRETT COE, EDWARD SOLIZ, AND ABRAHAM CASTANEDA not comply with the orders contained in this Ordinance relating to the removal or demolition of such building including all slabs, parking bays and driveways within forty-five (45) days after hereof, then the City of La Porte shall enter upon the said premises with such assistance as it may deem necessary, and cause the said building to be removed or demolished without delay, and the expenses of such procedure shall be charged against the said record owner of said property, and shall thereupon become a valid and enforceable personal obligation of said owner of such

premises, and the said City shall carefully compute the cost of such removal or demolition, which cost shall be hereafter assessed against the land occupied by such building, and made lien thereon.

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

Section 10. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this the 9th day of JANUARY, 2017.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins
Clark T. Askins, Assist. City Attorney

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE PRIMARY RESIDENTIAL DWELLING LOCATED AT LOT 11 AND EAST ½ OF LOT TEN (10), BLOCK 4, SYLVAN BEACH FIRST SUBDIVISION, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 211 NORTH FORREST AVE. TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT CHARLES S. DOIZE AND NANCY L. DOIZE ARE THE RECORD OWNERS OF SAID PROPERTY; ORDERING THE SAID OWNERS TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNERS TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING) BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

WHEREAS, the City Council of the City of La Porte, passed and approved Section 82-472 of the Code of Ordinances, creating a Dangerous Building Inspection Board (*the Board*) to be composed of the Building Official or his duly authorized representative, the Fire Chief or his duly authorized representative, the Fire Marshal or his duly authorized representative; and

WHEREAS, Section 82-474 (a) provides that:

Whenever it shall come to the attention of the Board or any member thereof, by reason of the carrying out of the necessary duties of such member, or by reason of a complaint of any citizen of the City or of the City Council, that a dangerous building exists, the Board shall make a thorough inspection of such building(s); and

WHEREAS, Section 82-474 (e) provides that:

After the inspection provided for in this Section has been made, with or without the aid of experts, the Board shall report its conclusion in writing to each of the members of the City Council and to the City Attorney. Such report shall state the circumstances and the condition of the building(s) upon which such conclusion was based. The report shall be filed in all cases no matter what conclusion is stated by the Board; and

WHEREAS, it has heretofore come to the attention of the Board that the primary residential dwelling at LOT 11 AND EAST ½ OF LOT TEN (10), BLOCK 4, SYLVAN BEACH FIRST SUBDIVISION, HARRIS COUNTY, TEXAS, which is further described as 211 NORTH FORREST AVE., Harris County, Texas, has become dangerous or substandard and thereby a public nuisance, as established in Section 82-473 of the Code of Ordinances of the City of La Porte; and

WHEREAS, said Board has heretofore made and filed its written report, dated APRIL 11, 2016 finding said building to be in fact a dangerous building;

WHEREAS, City Council received such report, and ordered notice to the record owner of said property that a hearing as provided in Section 82-477 of said Ordinance would be held at 6:00 PM on SEPTEMBER 12, 2016, at 604 W. Fairmont Parkway, at the Council Chambers, City Hall, City of La Porte, Texas, at which time the Council would hear further evidence for and against the conclusions of the Board;

WHEREAS, the City of La Porte has heretofore served notice of said hearing upon said owner(s), by posting a notice on the subject property on or about AUGUST 12, 2016; and by registered mail, return receipt requested, which notice was shown by USPS as delivered on AUGUST 26, 2016; a date more than ten (10) days before the date set for said hearing;

WHEREAS, on SEPTEMBER 12, 2016 City Council met in regular session to conduct such public hearing, at which time evidence was presented both for and against the conclusions of the Board;

WHEREAS, in lieu of closing the public hearing and considering formal action to order the condemnation of the building, the City Council voted to continue such public hearing until its regularly scheduled meeting date on JANUARY 9, 2017;

WHEREAS, on JANUARY 9, 2017 the City Council met in regular session to complete such public hearing, at which time evidence was presented both for and against the conclusions of the Board, after which the public hearing was concluded;

WHEREAS, the City Council, after due deliberation, and within fifteen (15) days after the termination of the public hearing, is required to make its decision in writing and enter its order; and;

WHEREAS, City Council entered its order to condemn the building on JANUARY 9, 2017 a day which is within fifteen (15) days after the termination of the hearing; NOW THEREFORE:

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

Section 1. This Ordinance contains the Findings of Fact, Conclusions of Law, and orders of the City Council of the City of La Porte, based upon the evidence presented at said hearing.

Section 2. Based on the evidence presented at said hearing, the City Council hereby adopts the attached report of the Board, in full, and incorporates such by reference herein as fully as though set out herein.

Section 3. The City Council hereby finds, determines and declares such building, being the primary residential dwelling structure, to be a public nuisance, and orders such building condemned.

Section 4. The City Council hereby finds, determines and declares that CHARLES S. DOIZE AND NANCY L. DOIZE are the record owner of the property on which the aforementioned primary residential dwelling structure is situated, and that as such record owners, the said CHARLES S. DOIZE AND NANCY L. DOIZE have been duly and legally notified of those proceedings.

Section 5. The City Council hereby orders the said CHARLES S. DOIZE AND NANCY L. DOIZE to entirely remove or demolish such building including all slabs, parking bays and driveways, and further orders the said CHARLES S. DOIZE AND NANCY L. DOIZE to commence such removal within ten (10) days from the effective date of this Ordinance, and to complete said removal or demolition within forty-five (45) days from the effective date of this ordinance.

Section 6. The City Council hereby orders the Board of the City of La Porte to cause a notice of the dangerous, unsanitary condition of the building to be affixed in one or more conspicuous places on the exterior of the building, which notice or notices shall not be removed or defaced by any person, under penalty of law.

Section 7. The City Council hereby orders the City Secretary to forward a certified copy of this Ordinance, to the record owner of said property and to any and all lienholders or mortgagees, by registered mail, return receipt requested; file a copy of this Ordinance in the office of the City Secretary; and, publish in the official newspaper of the city a notice containing: 1) the street address or legal description of the property, 2) the date of the public hearing, 3) a brief statement indicating the results of the hearing, and 4) instructions stating where a complete copy of this Ordinance may be obtained.

Section 8. Should the said CHARLES S. DOIZE AND NANCY L. DOIZE not comply with the orders contained in this Ordinance relating to the removal or demolition of such building including all slabs, parking bays and driveways within forty-five (45) days after hereof, then the City of La Porte shall enter upon the said premises with such assistance as it may deem necessary, and cause the said building to be removed or demolished without delay, and the expenses of such procedure shall be charged against the said record owners of said property, and shall thereupon become a valid and enforceable personal obligation of said owner of such premises, and the said City shall carefully compute the cost of such removal or demolition, which cost shall be hereafter assessed against the land occupied by such building, and made lien thereon.

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

Section 10. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this the 9th day of JANUARY, 2017.

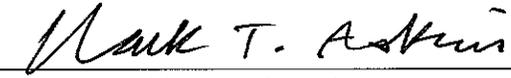
CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assist. City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>January 9, 2017</u>	Appropriation
Requested By:	<u>Don Pennell</u>	Source of Funds: <u>Motor Pool</u>
Department:	<u>Public Works</u>	Account Number: <u>009</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$0</u>
Other: <input type="radio"/>		Amount Requested: <u>\$270,158.00</u>
		Budgeted Item: <input type="radio"/> YES <input checked="" type="radio"/> NO

Attachments :

1. Sample Resale Price
2. New Grinder Bid Tab
3. RotoChopper Quote
4. Purchasing Code-Exemption
5. Grinder Specification

SUMMARY & RECOMMENDATIONS

On October 19, 2016 a fire started at the tires of the City's horizontal grinder unit #72-45 while the grinder was in operation. The cause is undetermined. Staff has good reason to believe the fire was started by friction in the grinding chamber causing dry wood debris to reach kindling temperature and falling out below the chamber and not on to the belt conveyor. The onsite fire extinguishers did not extinguish the fire and the Fire Department was called.

The result of the fire has caused damage to the grinder that will cost approximately \$80,183.00 to repair. The retail resale value of the horizontal grinder (1999 RotoChopper 435 HP Model MC266) prior to the damage would have been around \$120,000. The grinder was very close to the end of its useful life prior to the fire. Staff believes that the above reference repair would likely extend the life of this equipment another 3 years.

The unit is used to grind vegetative yard waste placed out by residents and provide composted mulch to the residents. Last fiscal year 1,500 loads of vegetative waste was hauled to Public Works to grind at a cost savings of \$171,750 not paid in landfill fees. Additional savings are in travel time to Public Works in lieu of the landfill at \$31,920 per year in labor cost. An additional truck and driver or reduced frequency of service would be required from the end of March through June of each year when vegetative waste disposal is heavy. Total landfill cost saving to grind vegetative waste is \$203,670.

Costs to operate the grinder annually are \$41,736 in replacement lease fees, \$20,851 in fuel and maintenance, and \$6,379 in labor for a total of \$68,966 per year. The approximate net savings to grind vegetative waste is \$134,704 per year and provide residents with free mulch.

Quotes for horizontal grinders were received from six vendors with two vendors allowing for trade-in of the current grinder as is. Low quote meeting the specification of the current unit is from RotoChopper for \$245,658 with the trade-in allowance. An optional fire suppression system is an additional \$24,500. The City Motor Pool Fund currently has a fund balance of \$345,594 for replacement of the horizontal grinder as of September 2016. However, because replacement of the grinder was not planned for this year, a budget amendment will be needed to either make the needed repairs or to purchase a new grinder.

Purchase by quote is possible according to Texas Statute Local Government Code 252.022 for “a procurement necessary because of unforeseen damage to public machinery, equipment, or other property”.

Solid Waste Division is working closely with Fire Prevention Department to eliminate the possibility of a fire and damage to equipment happening in the future. Some additional fire prevention measures to take include the following:

1. Have a concrete pad built for grinder. This will place the grinder on a non-flammable surface that can be easily cleaned of fire hazards.
2. Routinely install a primary fire suppression system on grinding machine as include in the price proposal.
3. Have a secondary system for backup to include water supply with 1 ½ in fire hose minimum.
4. Add two (2) additional 10lbs fire extinguishers to grinding site to better ensure fires can be controlled quickly.
5. Shut-down machine and do a visual inspection every 2 hours when in operation.
6. If the unit has to be left unattended, make sure all debris in conveyor/infeed and discharge has been ground and the debris on pad has been removed.
7. Clean off all debris from concrete pad after every use.

Staff recommends replacement of the horizontal grinder with an automatic fire suppression system for a total of \$270,158. Should the Council approve this purchase, staff will bring a budget amendment ordinance forward at a subsequent Council meeting.

Benefits

There will not be a drastic increase in landfill fees.

Operation will continue without the need for additional truck and driver to haul to the landfill.

Reduced maintenance fees

Liabilities

Requires purchase of a replacement unit 30 months prior to the anticipated replacement date.

Loss of interest on account.

Action Required of Council:

Consider approval or other action to award purchase of one horizontal grinder from RotoChopper for a total amount of \$270,158.00.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



LIST, SELL, BUY, SAVE!

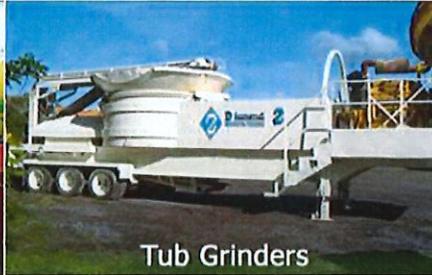
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Horizontal Grinders



Tub Grinders



Tree Chippers

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1998 Rotochopper MC166 Horizontal Grinder

- All Categories - - All Manufacturers - Enter Keywords Search (Advanced Search)

Equipment For Sale > Horizontal Grinders > 1998 Rotochopper MC166 Horizontal Grinder



Request a Call Back



Product Overview

1998 Rotochopper MC166 Horizontal Grinder - Less than 1000 hours on rebuilt 400 horsepower CAT 3406 engine - Both hitch configurations

Product Details

Offered At: Less than \$110,000

- Make: Rotochopper
Model: MC166
Year: 1998
Type of hitch: 5th Wheel
Horsepower: 400
Hours: 1,000
Engine Type: CAT 3406 (Rebuilt 3/2009)
Previous Use: Pallet Grinding
Condition Report: 6
Notes: Screen sizes: 2" and 4"
Apollo Listing #: 003245



1998 Rotochopper MC166 - 003...
[Video player icon]

Product Notice

Listing information contained herein is provided solely by seller. Apollo Equipment makes every effort to verify the accuracy of information; however listings are subjective to information obtained by seller and are not warranted by Apollo Equipment. Items provided as-is unless otherwise stated or negotiated.



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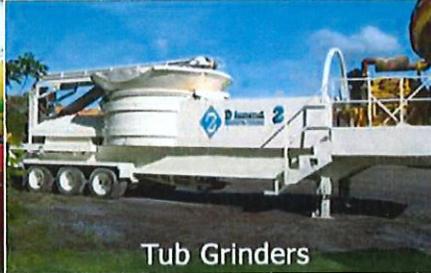
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Equipment For Sale > Horizontal Grinders > 1998 Rotochopper MC-166 Horizontal Grinder



Request a Call Back



Product Overview

1998 Rotochopper MC-166 Horizontal Grinder - 435 horsepower CAT 3406 engine - Very good condition

Product Details

Offered At: Less than \$120,000

Make: Rotochopper

Model: MC-166

Year: 1998

Engine: CAT 3406

Horsepower: 435

Hours: 6469

Type of hitch: 5th wheel

Previously used for: Wood waste

Extras: Screen

Condition: 8

Apollo Listing #: 004190



1998 Rotochopper MC-166 Hori...

Product Notice

Listing information contained herein is provided solely by seller. Apollo Equipment makes every effort to verify the accuracy of information; however listings are subjective to information obtained by seller and are not warranted by Apollo Equipment. Items provided as-is unless otherwise stated or negotiated.

QUOTE TABULATION-GRINDER

Item No.	DESCRIPTION	Qty	Rotochopper, Inc	Tejas Equipment Inc	Vermeer	Texas Timerjack, Inc	Morbark	WPI
	Grinder	1	\$304,658.00	\$322,393.76	\$365,650.00	\$458,546.00	\$465,980.00	\$477,925.76
	Buyboard Fee				\$400.00			
	Trade In Value	1	\$59,000.00	NA	\$50,000.00	Declined	NA	Pending
	Optional-Fire Suppression System	1	\$24,500.00					
	Buyboard		No	No	Yes	No	Yes	Yes
Total			\$270,158.00	\$322,393.76	\$316,050.00	\$458,546.00	\$465,980.00	\$477,925.76



Rotochopper, Inc. | 217 West Street; PO Box 295 | St. Martin, MN 56376 | P: 320-548-3586 | F: 320-548-3372

For: Mike Collins
 City of La Porte
 2963 N 23rd Street
 La Porte, TX 77571

QUOTATION: 30066
 Quoted by Preston McIntyre
 On 12/12/2016
 Estimated shipping date 6-8 weeks from date of order
 Terms 10% Down, 90% when shipped
 FOB St. Martin, MN

MC266 Mobile diesel powered wood fiber processor

- 475 HP CAT C15 engine with automatic load regulation, 200 gallon fuel tank
- Noise reduction muffler
- Reversible radiator fan with adjustable purge cycles and pre-cleaner
- Hydraulic oil cooler
- Steel slat infeed conveyor with dual hydraulic drives and removable hopper end (66" W x 16' L)
- High torque powerfeed with serrated traction plates and dual hydraulic drives (32" D x 66" W)
- Hydraulic powerfeed shock kit
- Gap-less infeed transition and patented Slab Ramp adjustable shear plane
- Down-cut mill designed for precise particle size and texture control
- Indexable rotor with 24 single-bolt tooth mounts
- Hydraulic screen installation system with shear pin protection
- Grinding chamber water injection dust control system
- Under-rotor collection and transfer conveyor (48" W x 11')
- Folding truck loading discharge conveyor with magnetic head pulley
- Digital control system with advanced monitoring and diagnostics
- StopWatch monitoring system
- Wireless remote control system
- Trailer mount with two 20,000 lb axles, lighting, brakes, and pintle hitch
- Hydraulic landing gear
- Weld-on rotor rakers
- Commissioning & Training
- Delivered to La Porte, TX

Subtotal \$304,658.00

3" Forestry baffled square hole screen \$0.00
 Hardfaced indexable teeth (single hardface overlay per side; 1 bolt, nut, & lock washer per tooth) \$0.00

Trade in Rotochopper MC266, S/N:09-2369, Hours:0 (\$59,000.00)

Total \$245,658.00

Additional Suggested Options Not Included in Price Total

	Check to include	Customer initials	Sales Rep initials
AFEX Fire Suppression System	\$24,500.00	—	—

Notes:

- Unless otherwise noted, all prices are shown in US dollars (\$).
- This quotation is valid for 30 days from the date above. All taxes, levies, duties, or other governmental fees are the responsibility of the buyer.
- Fuel surcharge may apply.
- Rotochopper Standard Terms and Conditions are incorporated herein by reference; they can be reviewed at <http://www.rotochopper.com/assets/documents/stc.pdf>

Quoted By: _____ Accepted By: _____ Date: _____

Sec. 252.022. GENERAL EXEMPTIONS. (a) This chapter does not apply to an expenditure for:

(1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;

(2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;

(3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;

(4) a procurement for personal, professional, or planning services;

(5) a procurement for work that is performed and paid for by the day as the work progresses;

(6) a purchase of land or a right-of-way;

(7) a procurement of items that are available from only one source, including:

(A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

(B) films, manuscripts, or books;

(C) gas, water, and other utility services;

(D) captive replacement parts or components for equipment;

(E) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and

(F) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

(8) a purchase of rare books, papers, and other library materials for a public library;

(9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;

CITY OF LA PORTE, TEXAS

HEAVY DUTY COMMERCIAL DIESEL POWERED MOBILE, WOOD-WASTE, HORIZONTAL GRINDER

ITEM: ONE (1) HEAVY DUTY COMMERCIAL DIESEL POWERED MOBILE, WOOD-WASTE, HORIZONTAL GRINDER, PINTLE HITCH MOUNTED AND TOWABLE. NEW AND UNUSED, MOST CURRENT MODEL IN PRODUCTION. CAPABILITY TO PROCESS BRUSH AND YARD WASTE DEBRIS INCLUDING LOGS UP TO TWELVE INCHES IN DIAMETER AND UP TO 140 CUBIC YARDS PER HOUR..

GENERAL

1. ALL ITEMS IN THIS SPECIFICATION ARE TO BE FACTORY INSTALLED. IF AN ITEM IS NOT AVAILABLE FROM THE MANUFACTURER AND IT BECOMES NECESSARY TO INSTALL THE ITEMS LOCALLY, "LOCALLY INSTALLED: SHALL BE ANNOTATED THE COMMENTS COLUMN.
2. UNIT MUST BE EPA EMISSIONS CERTIFIED, IF APPLICABLE.
3. BIDDERS MUST INDICATE WHETHER THEIR PRODUCT MEETS SPECIFICATIONS BY INDICATING THE ACTUAL SIZE, CAPACITY, RATING, TYPE, ETC., IN THE SPACE PROVIDED. CIRCLE YES OR NO IF APPLICABLE IN AREAS THAT APPLY.
4. UNIT SHALL COMPLY WITH STATE SAFETY LAWS.

STATE MAKE/MODEL BID: _____

THE GRINDING OPERATION SHALL BE A HORIZONTAL MILL CONFIGERATION. WITH A MILL DIAMETER AND WIDTH TO MEET PRODUCTION REQUIREMENTS. 23 INCH DIAMETER BY 63 INCHES WIDE MINIMUM SIZE OF CUTTER ROTOR.
ENGINE HORSEPOWER SHALL BE MINIMUM OF 475 HORSEPOWER. SPECIFY ENGINE HORSEPOWER. RUN TIME OF TEN (10) HOURS WITHOUT FUELING.
STATE HORSEPOWER BID
HYDRAULIC SYSTEM NOT TO EXCEED 200 DEGREES FARENHEIT DURING NORMAL OPERATIONS.
YES
NO
23 INCH DIAMETER BY 63 INCHES WIDE MINIMUM ROTOR WITH REPLACEABLE TEETH. MILLING OPERATION SHALL BE ENGAGED USING A FLUID CLUTCH. MECHANICAL CLUTCHES ARE NOT ACCEPTABLE STATE ROTOR SIZE AND NUMBER OF REPLACEABLE TEETH LIST MAKE AND MODEL OF FLUID CLUTCH.

SPECIFY NUMBER AND TYPE OF REPLACEABLE CUTTER TEETH TO MEET PRODUCTION REQUIREMENTS.

24 INCH DIAMETER BY 60 INCH WIDTH MINIMUM FEED WHEEL.

YES

NO

STATE ACTUAL SIZE

60 INCHES WIDE BY 13 FEET LONG MINIMUM STEEL INFEED CONVEYOR.

INFEED CONVEYOR SHALL ADJUST MOVEMENT OF MATERIAL INTO CUTTER CHAMBER BASED ON AMOUNT AND DENSITY OF MATERIAL ENTERING CUTTER CHAMBER.

YES

NO

DESCRIBE EQUIPMENTS METHOD OF DETECTING AND DISCHARGING METAL OBJECTS

UNIT SHALL INCLUDE A WIRELESS REMOTE CONTROL SYSTEM CONTROLLING ALL GRINDING OPERATIONS. EMERGENCY SHUT DOWN. INFEED CONVEYOR CONTROL, DISCHARGE CONVEYOR CONTROL

YES

NO

GRINDER SHALL BE EQUIPPED WITH A THREE (3) INCH SQUARE SCREEN INSTALLED.

YES

NO

UNIT SHALL INCLUDE A REVERSIBLE RADIATOR FAN.

YES

NO

UNIT EQUIPPED WITH HYDRAULIC TONGUE JACK
YES
NO
UNIT EQUIPPED WITH A DUST SUPPRESSION SYSEM
YES
NO
FOUR (4) FEET WIDE BY SIXTEEN (16) FEET LONG MINIMUM DUMP HEIGHT DISCHARGE CONVEYOR
UPON DELIVERY AND ACCEPTANCE THE FOLLOWING ITEMS ARE REQUIRED
ONE OPERATION AND MAINTENANCE MANUAL
ONE COMPLETE PARTS MANUAL
WARRANTY DOCUMENTATION
PARTS AVAILABILITY WITHIN HARRIS COUNTY TEXAS
YES
NO
MAINTENANCE AND OPERATOR TRAINING CONSISTING OF THREE (3) EIGHT (8) HOUR DAYS SHALL BE PROVIDED AT TIME OF DELIVERY
YES
NO

OPTIONAL BID ITEMS
ONE (1) COMPLETE SET OF HAMMERS/TEETH
ELECTRONIC BALANCE SENSOR SYSTEM
ONE (1) TWO (2) INCH DIAMETER SCREEN

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 9, 2017 Appropriation
Requested By: Patrice Fogarty Source of Funds: N/A
Department: City Secretary's Office Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Attachments : Budgeted Item: YES NO

SUMMARY & RECOMMENDATIONS

The City of La Porte Zoning Board of Adjustment (ZBOA) consists of five regular members and two alternates. Terms are for two years. The unexpired term of any member whose term becomes vacant for any cause must be filled by Council appointment. All cases to be heard by the ZBOA shall be heard by a minimum of four members.

The ZBOA currently has two vacancies. Recently both Charles Schoppe (Position 4) and Doug Martin (Alternate 1) resigned from the Board. The Alternate 1 term will end August 31, 2017, and the Position 4 term will end August 31, 2018.

Current makeup of the ZBOA is as follows: Position 1 - Chester Pool; Position 2 - T. J. Walker; Position 3 - Rod Rothermel; Position 4 - Vacant; and Position 5 - Nettie Warren. The Alternate 1 position is vacant, and Dennis Oian is in the Alternate 2 position.

Council may wish to consider moving Alternate 2 Dennis Oian to the vacant Position 4. If that occurs, there will be two vacant Alternate positions, both expiring August 31, 2017.

There are three current applicants for a vacant position. Applicant Jacqueline Fowler wishes to serve on this board. Applicant Thomas Deen also wishes to serve on this Board. Shelley Fuller, recent appointee to the City of La Porte Development Corporation, has also expressed an interest in serving on the ZBOA. Ms. Fuller has an excellent attendance record on the Development Corporation Board.

Action Required of Council:

Consider making appointments to fill vacancies on the City of La Porte Zoning Board of Adjustment.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



**Council Agenda Item
January 9, 2017**

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



Council Agenda Item January 9, 2017

11. ADMINISTRATIVE REPORTS

- City Council Meeting, Monday, January 23, 2017
- Planning and Zoning Commission Meeting, Thursday, January 19, 2017
- Zoning Board of Adjustment Meeting, Thursday, January 26, 2017

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

13. EXECUTIVE SESSION

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

Texas Government Code, Section 551.072 - Deliberation regarding Real Property: Meet with City Manager and City Attorney to discuss acquisition of real property adjacent to Fitness Center.

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

15. ADJOURN
