

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



**DARYL LEONARD**  
Councilmember District 3  
**TOMMY MOSER**  
Councilmember District 4  
**JAY MARTIN**  
Councilmember District 5  
**MIKE CLAUSEN**  
Councilmember District 6

## **CITY COUNCIL MEETING AGENDA**

**Notice is hereby given of a Regular Meeting of the La Porte City Council to be held December 8, 2014, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.**

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Michael Thannisch, Congregation Benim Avraham.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Mike Clausen.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
  - (a) Recognition - City of La Porte Fire Department Medal of Valor - Mayor Rigby
  - (b) Recognition - Employee of the (Third) Quarter - Sergeant Lance Cook (Criminal Investigations) - 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 regular city council meeting held on November 10, 2014 - P. Fogarty
  - (b) Consider approval or other action of a Resolution appointing one representative and one alternate to the H-GAC 2015 General Assembly and Board of Directors - P. Fogarty
  - (c) Consider approval or other action authorizing the City Manager to execute a revised agreement between the City of La Porte and the La Porte Girl's Softball Association regarding the use of Designated Facilities at Little Cedar Bayou Park - R. Epting
  - (d) Consider approval or other action regarding Ordinances 2007-IDA-138 and 2007-IDA-139 executing Industrial District Agreements between the City of La Porte and Vigavi Realty, LLC. - K. Powell
  - (e) Consider approval or other action regarding an Ordinance authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Vigavi Realty, LLC for its development at 11800 Fairmont Parkway in the Bayport Industrial District - T. Tietjens

- (f) Consider approval or other action regarding an Ordinance authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with GSL Partners Sub 51, LLC for its development at 4130 New West Drive in the Bayport Industrial District - T. Tietjens
- (g) Consider approval or other action regarding an Ordinance authorizing the City Manager to execute a Water Service Agreement and a Sanitary Service Agreement with GSL Partners Sub 51, LLC for its development at 9655 New Century Drive in the Bayport Industrial District - T. Tietjens
- (h) Consider approval or other action regarding an Ordinance vacating, abandoning and closing the North 1st Street and North 2nd Street Rights-of-Way between North 'L' Street and Union Pacific Railroad and authorizing the City Manager to execute deeds to the adjacent owners for the subject rights-of-way - T. Tietjens
- (i) Consider approval or other action awarding RFP #14504 for Debris Removal - J. Suggs
- (j) Consider approval or other action awarding Vehicle Replacements for Fiscal Year 2014-2015 through Texas BuyBoard - D. Mick
- (k) Consider approval or other action awarding Bid #15004 for Plastic Garbage Bags - D. Mick
- (l) Consider approval or other action to roll over the requested encumbrances from Fiscal Year 2014 to Fiscal Year 2015 - M. Dolby

## **7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES**

- (a) Public Hearing to receive comments regarding recommendation by the Planning and Zoning Commission to approve an amendment to the City of La Porte's Future Land Use Map from Large Lot Residential (LL), to Low-Density Residential (R-1) - E. Ensey
- (b) Consider approval or other action regarding an Ordinance adopting an update to the Future land Use Plan Component of the Comprehensive Plan of the City of La Porte for a tract of land owned by Joe Chambers - E. Ensey
- (c) Public Hearing to receive comments regarding recommendations by Planning and Zoning Commission to approve Rezone Request #14-92000003 for the rezoning of a 0.380 acres located on the south side of Bois D'Arc Drive - E. Ensey
- (d) Consider approval or other action regarding an Ordinance amending Chapter 106 Zoning of the Code of Ordinances of the City of La Porte by changing the zoning classification from Large Lot District (LL) to Low Density Residential District (R-1) for a 0.380 acre tract of land located on the south side of Bois D'Arc Drive - E. Ensey

## **8. REPORTS**

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

## **9. ADMINISTRATIVE REPORTS**

- Christmas Holidays, Wednesday, December 24, 2014 and Thursday, December 25, 2014
- La Porte Redevelopment Authority/La Porte Tax Reinvestment Zone Number One Meeting, Wednesday, December 10, 2014

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

**11. 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** – For the purpose of deliberating the purchase, exchange, lease or value of real property: former Parks and Wildlife Building surrounding property.

**Texas Government Code, Section 551.071(1)(A)** - Consultation with City Attorney: Pending or Contemplated Litigation - Michael Williams vs. City of La Porte.

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

**13. ADJOURN**

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

**CERTIFICATION**

I certify that a copy of the December 8, 2014, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on December 2, 2014.

Patrice Fogarty



**Council Agenda Item  
December 8, 2014**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Michael Thannisch, Congregation Benim Avraham.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Mike Clausen.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
  - (a) Recognition - City of La Porte Fire Department Medal of Valor - Mayor Rigby
  - (b) Recognition - Employee of the (Third) Quarter - Sergeant Lance Cook (Criminal Investigations) - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

\*\*\*\*\*



City of La Porte  
Established 1892



On June 18, 2013 La Porte Fire and EMS were dispatched to a major accident at the intersection of Hwy 225 and Hwy 146. The report was that an eighteen wheeler had overturned on the interchange elevated roadway and had fallen to the feeder road below.

The first arriving unit reported that there was a visible gas release from the overturned eighteen wheeler that had fallen and that there was a patient visibly trapped in the wreckage. There was also brush on fire approximately fifty yards from the wreck. This scene was quickly escalating to a "Vapor Cloud Explosion" scenario.

The situation at hand was a perfect storm of the elements needed to have a very large explosion and certain loss of life for the two patients that were trapped in the truck. These firefighters entered the hazard area, found both occupants of the truck that were unable to remove themselves and carried them to the awaiting paramedics outside of the hazard area. EMS took over treatment and the patients were flown to trauma centers. At last report, both patients were recovering from their injuries.

There are moments in a first responder's career when they are faced with a situation where they have to make a decision about whether to act or back away. This was one of those situations and on this day in June, five responders made the decision to act. Training and sheer determination drove these five individuals to place themselves at risk of injury or even death, to save the lives of two truck drivers.

For this heroic act, the La Porte Fire Department awarded Vanessa Villafuerte, Antonio Elko, Ronnie Thibodeaux, Tyler McElroy, and Daniel West with the Fire Department Medal of Valor.

Please join me in congratulating these firefighters for their outstanding and brave performance in the line of duty.

**Employee of the 3<sup>rd</sup> Quarter  
Sergeant Cook**

It is my pleasure to recognize Sgt. Lance Cook as Employee of the 3<sup>rd</sup> Quarter. During his time with the La Porte Police Department, Sgt, Cook has served as Patrol Sergeant and is currently serving as Criminal Investigations Sergeant. While acting as a Patrol Sergeant, Sergeant Cook was assigned the task of supervising the "Hot Spots" program. This assignment required him to keep close tabs on crimes occurring within the city and make assignments to combat any crime trends. Since transferring to CID, Sgt Cook continues to be over the "Hot Spot" program and has taken it to a new level. In the past year, Sgt Cook took it upon himself to look into equipment that could be useful in the apprehension of criminals. This equipment was purchased and Sgt Cook took over the responsibility of determining when, where and how the equipment should be deployed by studying crime trends and patterns.

In his current position as CID Sergeant, Cook is responsible for reviewing all offense reports and determining which cases will be assigned to a Detective. Many times, when Detectives case loads are high, Sgt Cook will assign himself a case to ease the load of the other Detectives. During the process of reviewing cases, Sgt Cook frequently goes a step further and actually goes to a business to meet personally with the business owner about their case to assure them that their case is being investigated thoroughly and to provide advice on how not to be victimized again. Sgt Cook's extra effort with these individuals leaves a positive impression of the Criminal Investigations Division, the Police

Department and the City of La Porte.

Sgt Cook should be commended for his positive attitude, exemplary people skills, his foresight and eagerness to be proactive and his desire to serve the citizens of La Porte. He is a shining example of customer service. He is always willing and eager to go above and beyond his normal duties to please the customer, whether the customer is a citizen, a subordinate or a supervisor. The words, "that is not my job" are not in Sgt Cook's vocabulary.



## Council Agenda Item December 8, 2014

- 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 regular city council meeting held on November 10, 2014 - P. Fogarty
  - (b) Consider approval or other action of a Resolution appointing one representative and one alternate to the H-GAC 2015 General Assembly and Board of Directors - P. Fogarty
  - (c) Consider approval or other action authorizing the City Manager to execute a revised agreement between the City of La Porte and the La Porte Girl's Softball Association regarding the use of Designated Facilities at Little Cedar Bayou Park - R. Epting
  - (d) Consider approval or other action regarding Ordinances 2007-IDA-138 and 2007-IDA-139 executing Industrial District Agreements between the City of La Porte and Vigavi Realty, LLC. - K. Powell
  - (e) Consider approval or other action regarding an Ordinance authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Vigavi Realty, LLC for its development at 11800 Fairmont Parkway in the Bayport Industrial District - T. Tietjens
  - (f) Consider approval or other action regarding an Ordinance authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with GSL Partners Sub 51, LLC for its development at 4130 New West Drive in the Bayport Industrial District - T. Tietjens
  - (g) Consider approval or other action regarding an Ordinance authorizing the City Manager to execute a Water Service Agreement and a Sanitary Service Agreement with GSL Partners Sub 51, LLC for its development at 9655 New Century Drive in the Bayport Industrial District - T. Tietjens
  - (h) Consider approval or other action regarding an Ordinance vacating, abandoning and closing the North 1st Street and North 2nd Street Rights-of-Way between North 'L' Street and Union Pacific Railroad and authorizing the City Manager to execute deeds to the adjacent owners for the subject rights-of-way - T. Tietjens
  - (i) Consider approval or other action awarding RFP #14504 for Debris Removal - J. Suggs
  - (j) Consider approval or other action awarding Vehicle Replacements for Fiscal Year 2014-2015 through Texas BuyBoard - D. Mick
  - (k) Consider approval or other action awarding Bid #15004 for Plastic Garbage Bags - D. Mick

- (I) Consider approval or other action to roll over the requested encumbrances from Fiscal Year 2014 to Fiscal Year 2015 - M. Dolby

\*\*\*\*\*

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



**DARYL LEONARD**  
Councilmember District 3  
**TOMMY MOSER**  
Councilmember District 4  
**JAY MARTIN**  
Councilmember District 5  
**MIKE CLAUSEN**  
Councilmember District 6

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF LA PORTE  
NOVEMBER 10, 2014**

The City Council of the City of La Porte met in a regular meeting on **Monday, November 10, 2014**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

**1. CALL TO ORDER**

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

**2. INVOCATION** - The invocation was given by Don Hill, La Porte InterChurch Council.

**3. PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was led by Councilmember Danny Earp.

**4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**

**(a)** Recognitions – City University Participants – Mayor Rigby

Mayor Rigby recognized City University graduates: Alfred Baber; Chad French; Mary Gay; Kim Guarino; Linda Mather; Nancy Ojeda; Dan Parker; Ronald Perry; Ken Rose; Aubry Sartori; Brenda Thompson; Edward Thompson; George Watkins and William Davis.

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

Richard Warren, 8730 Collingsdale, thanked Council for attending the annual Harvest Festival on Saturday night.

Prinisha Bhatt, 908 W. G St., addressed Council on behalf of Holiday Inn Express in La Porte with concerns of transportation for the tourists that are coming to La Porte. Ms. Bhatt informed Council the City of Deer Park is looking at shuttle services in their City and requested Council to consider doing the same.

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

**(a)** Consider approval or other action regarding the minutes of the Regular Meeting held on October 27, 2014 – P. Fogarty

- (b)** Consider approval or other action regarding a Resolution amending the City of La Porte, Texas, Investment Policy – M. Dolby
- (c)** Consider approval or other action regarding a Resolution authorizing the resale of certain tax delinquent properties located in Block 724, Lots 26, 27, & 28; Block 724, Lots 21 & 22 (located on 16<sup>th</sup>, between Main and W. A St.) and Block 988, Lots 34 & 35; Block 988, Lot 3, (Lobit north of Main), Town of La Porte – K. Powell
- (d)** Consider approval or other action regarding the adoption of a Local Bidder Preference Policy – M. Dolby
- (e)** Consider approval or other action regarding proposed La Porte Fire Control, Prevention, and Emergency Medical Services District 2014-2015 budget amendment, as approved by the Board of Directors of the District at the meeting of October 20, 2014 – R. Nolen
- (f)** Consider approval or other action authorizing the City Manager to execute an agreement for participation in the Regional DWI Task Force and to amend the Fiscal Year 2014-2015 Budget to increase the Grant account – K. Adcox
- (g)** Consider approval or other action regarding the Fiscal Year 2014 audit/asset forfeiture report and associated financial records as required by Chapter 59 of the Texas Code of Criminal Procedure – K. Adcox
- (h)** Consider approval or other action authorizing the City Manager to execute an amended agreement between the City of La Porte and the La Porte Livestock Show and Rodeo Association regarding the use of Designated Rodeo Arena and Facilities at Lomax Park – R. Epting
- (i)** Consider approval or other regarding an Ordinance amending Chapter 50 “Parks and Recreation” of the La Porte Code of Ordinances by adding Electrical Usage Fee and adjusting Reservation and Damage Deposit Fee, in connection with Rental and Livestock and Rodeo Arena - R. Epting
- (j)** Consider approval or other action authorizing Staff to accept quotes from Kraftsman Commercial Playgrounds & Water parks for City splash parks – R. Epting
- (k)** Consider approval or other action authorizing the City Manager to enter into a Professional Services Contract with Cobb, Fendley & Associates, Inc., for D Street and 4<sup>th</sup> Street Paving and Drainage Improvements – D. Mick
- (l)** Consider approval or other action regarding purchase of vehicle and equipment replacement through the HGAC Buy Board – D. Mick
- (m)** Consider approval or other action awarding Bid # 15003 for Fiscal Year Concrete Street Repairs – D. Mick

Regarding Item B, Councilmember Earp asked who are the members of the Fiscal Affairs Committee who review the investments. Staff responded the regular members are Councilmembers Engelken, Leonard, and Moser; and the Alternate Members are Councilmembers Martin and Kaminski.

Regarding Item D, Mayor Rigby asked if the 5% discount is considered if a vendor bids over \$500,000.00. Assistant City Attorney Clark Askins responded over \$500,000.00 triggers a 3% consideration.

Councilmember Earp asked if 'best value' criteria can be used when awarding a bid. Assistant City Attorney Askins responded 'best value' cannot be used because it is a different criteria than local bidder rules.

Councilmember Leonard asked which criteria will be used if one vendor bids \$515,000.00 and another vendor bids \$499,000.00 on a \$520,000.00 project? Assistant City Attorney Askins responded the State Statute does not address that question, and Council can come back with a separate rule to address the question.

Councilmember Moser asked if the proposed Local Bidder Preference Policy is approved, will bids still come before City Council. Finance Director Michael Dolby responded yes.

Councilmember Zemanek asked about a business owner who lives in La Porte and owns a business located in another city, that means the business owner does not qualify as a local business. Finance Director Michael Dolby responded correct.

Councilmember Engelken commented the proposed Local Bidder Preference Policy was discussed at length at the recent Fiscal Affairs Committee, and it was the general consensus it may help stimulate local businesses and projects thus allowing a better opportunity to bid because they may not have the same resources as large businesses.

Mayor Rigby requested the item be voted on separately.

Regarding Item F, Councilmember Earp asked why the Regional DWI Task Force agreement with HGAC has the authority to cancel the agreement without notification but requires the City to give a 30-day notice and their Executive Director has final decisions on any disputes. Chief of Police Ken Adcox responded it has been the same standard state contract for the past five years without any issues.

Regarding Item H, Councilmember Leonard asked if individuals operating a business or receiving payments for services during Open Riding are being charged a fee for using the facility. Parks and Recreation Director Rosalyn Epting responded no. Councilmember Earp commented individuals running a business on City time should be paying a fee.

Councilmember Zemanek moved to approve the Consent Agenda Items A,B,C,E,F,G,H,I,J,K,L and M pursuant to staff recommendations. Councilmember Moser seconded. **MOTION PASSED.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2014-3550: AN ORDINANCE AMENDING CHAPTER 50 "PARKS AND RECREATION" BY ADDING ELECTRICAL USAGE FEE AND ADJUSTING RESERVATION AND DAMAGE DEPOSIT FEE, IN CONNECTION WITH RENTAL OF LIVESTOCK AND RODEO ARENA, AND AMENDING APPENDIX –A "FEES, OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE;**

FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Mayor Rigby requested staff bring back Item D with better clarification on threshold amounts, discounts and workforce headquarters being located in La Porte.

Councilmember Moser moved to postpone Item D until staff brings back information to Council. Councilmember Engelken seconded. **MOTION PASSED.**

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

## 7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to approve an Ordinance amending Chapter 106, "Zoning" of the City of La Porte Code of Ordinances in connection with a comprehensive review and update to Chapter 106, "Zoning" – T. Tietjens/E. Ensey

Planning and Development Director Tim Tietjens opened discussions by presenting background. City Planner Eric Ensey reviewed significant changes prior to taking public comments.

Mayor Rigby advised he could not find the definition of outdoor storage in Sec. 106-511 – **Permitted, accessory, and special conditional uses**. City Planner Eric Ensey responded outdoor storage is referenced in Sec. 106-444 – **Commercial Performance Standards**, but there is not a definition for what outdoor storage is. Planning and Development Director Tim Tietjens advised the definition can be added. City Planner Eric Ensey clarified that the outside storage mentioned in 106-511 is just in the Main Street Overlay district.

Councilmember Earp asked if design roofs can be any color. City Planner Eric Ensey responded yes.

Councilmember Zemanek asked if the City and La Porte Chamber of Commerce will still be able to display banners advertising across power lines. Planning and Development Director Tim Tietjens responded it is the same as it has been, and no new changes have been proposed.

The public hearing was opened at 6:40 p.m.

Phillip Hoot, 927 Seabreeze, addressed Council and provided information and an update as a member while serving on the Chapter 106 (Zoning) Subcommittee.

Councilmember Zemanek questioned Mr. Hoot if the subcommittee reviewed Sec. 106-877, **Temporary signs**. Mr. Hoot responded not as it relates to signs, but another review will be starting in March or April 2015.

Mr. Hoot also stated that the committee didn't address any changes to the Tree Fund because their thinking was that a City Council had placed it in the ordinance; the committee didn't want to remove it.

Richard Warren, 8730 Collingsdale, addressed Council as a member of the Chapter 106 (Zoning) Subcommittee and informed Council a great amount of information was reviewed; and he enjoyed working with everyone.

Mayor Rigby asked Council if there are any other items to be addressed besides the trees, outdoor storage and temporary signs.

There being no additional Council or public comments, the public hearing closed at 7:54 p.m.

- (b) Consider approval or other action regarding an Ordinance amending Chapter 106, Zoning of the Code of Ordinances of the City of La Porte in connection with a comprehensive review and update to Chapter 106, "Zoning."

Councilmember Earp moved to approve an Ordinance amending Chapter 106, Zoning of the Code of Ordinances of the City of La Porte in connection with a comprehensive review and update to Chapter 106, Zoning, as written. Councilmember Moser seconded. **MOTION PASSED.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2014-3551: AN ORDINANCE AMENDING CHAPTER 106 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE IN ITS ENTIRETY IN CONNECTION WITH COMPREHENSIVE REVIEW AND UPDATE; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF AND PROVIDING AN EFFECTIVE DATE HEREOF.**

## 8. DISCUSSION OR OTHER ACTION

(a) Discussion or other action regarding the surcharge fee component of the City of La Porte Industrial Waste Ordinance - D. Mick

Public Works Director Dave Mick presented a summary.

Councilmember Clausen asked if the item is being discussed because restaurants are requesting fees be lowered. Public Works Director Dave Mick responded a restaurant owner has questioned whether restaurants should be included in the Industrial Waste Ordinance. Councilmember Clausen asked where schools are placed in the Industrial Waste Ordinance. Mr. Mick responded there is no surcharge on schools.

Councilmember Martin asked if the City of Deer Park does not include restaurants in their Industrial Waste Ordinance as stated in an email from the owner of Gringo's restaurant. Public Works Director Dave Mick responded that the City of Deer Park's ordinance has the authority to include restaurants. Councilmember Martin questioned where the BOD (Biochemical Oxygen Demand) figures come from. Mr. Mick and Industrial Waste Inspector Pam Kroupa responded, "The contract laboratories hired by restaurants." Councilmember Martin commented he may be in favor of a different rate for food establishments.

Councilmember Kaminski asked if the City of Baytown is doing the same with surcharge fees. Public Works Director Dave Mick responded the City of Baytown has the same formula. Councilmember Kaminski questioned how long has the process been in place. Mr. Mick responded the formulas have been in place for decades; the operation and maintenance changes over the years, based on the current budget.

Councilmember Moser asked if the restaurants are allowed to get the BOD (Biochemical Oxygen Demand) figures retested to see if the rate can be reduced, or do they have to wait for a period of time. Mr. Mick responded yes they can get a retest; and it varies case by case and the time period depends on what the restaurant needs to do. Industrial Waste Inspector Pam Kroupa added when a test result comes in bad, it is usually due to it being sampled in the wrong place; and the restaurant does not have to wait three weeks to do a retest. Ms. Kroupa stated that requesting an establishment to wait three

weeks is part of the corrective action if they have to clean a grease trap. Councilmember Moser asked if the retest is good, is the bill readjusted. Ms. Kroupa responded yes.

Councilmember Zemanek asked if the Industrial Waste surcharge Ordinance was established for the truck washing facilities in town. Public Works Director Dave Mick responded yes that is his

understanding. Councilmember Zemanek commented homeowners are placing more solids in the system than restaurants and are not paying surcharge fees. Public Works Director Dave Mick responded the formula is set up for a facility discharging more BOD (Biochemical Oxygen Demand) and more total solids than a single resident would on average. Councilmember Zemanek commented he does not have a solution for tonight, but the restaurants are being tagged too hard.

Councilmember Leonard asked if meters can be used to monitor the amount of waste. Public Works Director Dave Mick responded meters can be used to monitor the effluent volume. Councilmember Leonard asked if the restaurants are required by law to have grease traps. Mr. Mick responded yes.

Councilmember Zemanek questioned why a surcharge is being used to cover the cost for an employee. Councilmember Clausen commented he is not against lessening the surcharge rate but thinks the program should continue.

Mayor Rigby asked how many restaurants complained about the surcharges. Public Works Director Mick responded two have reached his desk in the last four years, and one was not the surcharge issue. Mayor Rigby asked if Gringo's was given the opportunity to mitigate. Mr. Mick responded yes. Mayor Rigby commented the system is working the way it should, and he is not in favor of changing it.

Councilmember Martin questioned how often the restaurants are read. Mr. Mick responded annually.

Councilmember Leonard asked how much does it cost to run the test. Industrial Waste Inspector Pam Kroupa responded \$40.00. Councilmember Leonard commented he does not have a problem with charging for their emissions, but testing annually isn't often enough.

Councilmember Zemanek asked if residential or commercial is the largest contributor with sewer lines in the treatment plant. Assistant Public Works Director Don Pennell responded residents are the largest contributor to the loading of the treatment plant.

Councilmember Zemanek moved for staff to revisit the item and bring back a more suitable formula for the commercial restaurant businesses in the City of La Porte. Councilmember Leonard seconded.

**MOTION PASSED.**

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

**(b)** Discussion regarding the current parkland provisions of Development Ordinance 1444 as it relates to assessing fees for individual dwelling units – T. Tietjens

Planning and Development Director Tim Tietjens presented a summary.

Mayor Rigby advised he requested the item be placed on the agenda for discussion. Mayor Rigby advised he has been approached by individuals building single family homes, not developments; and they are required to pay too costly of a fee for the parkland provisions of the Development Ordinance.

Councilmember Leonard commented he think it is ridiculous to charge a fee for parkland provisions on an individual's property.

Councilmember Martin questioned if a landowner of property wanted to build three homes, does it qualify as a development? Planning and Development Director Tim Tietjens responded it is written in the ordinance for parkland provisions for a single unit or above. Councilmember Martin commented he would like to see a different level for single family homes. Councilmember Martin asked how much funds for parks are in each district in the City. Parks and Recreation Director Rosalyn Epting advised she will get the information for City Council.

Planning and Development Director Tim Tietjens asked Council at what level would they be comfortable with the number of units being defined as a subdivision. Mr. Tietjens informed it is presently defined as 1 through 92.

Councilmember Leonard asked if there is a state-wide definition for a subdivision. Mr. Tietjens responded yes, "two or more contiguous lots."

Mayor Rigby questioned if the fee of \$808.00 per unit built or per lot. Mr. Tietjens responded per unit accessed at the time of permitting construction. Mr. Tietjens informed a legal subdivision is two or more lots; and if it is not a plat, it is not a subdivision. Mr. Tietjens clarified when you build one home on a 5-acres tract, the fee is \$808.00; and if 5 homes are built on 5 acres, the fee is \$808.00 times 5.

Councilmember Zemanek commented if a home is being built for resale, the fees should apply.

Council directed Planning and Development Director Tim Tietjens to draft an Ordinance addressing two or more contiguous lots.

## **9. ADMINISTRATIVE REPORTS**

- Zoning Board of Adjustment Meeting, Thursday, November 13, 2014
- Planning and Zoning Commission Meeting, Monday, November 17, 2014
- Thanksgiving Holidays, Thursday, November 27, 2014 and Friday, November 28, 2014
- City Council Meeting, Monday, December 8, 2014
- Christmas Holidays, Wednesday, December 24, 2014 and Thursday, December 25, 2014

City Manager Corby Alexander thanked the Chapter 106 (Zoning) Subcommittee for their time and efforts.

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

Councilmembers Earp, Leonard and Clausen thanked the City University Participants and the Chapter 106 (Zoning) Subcommittee; Councilmember Martin thanked the City University Participants and the Chapter 106 (Zoning) Subcommittee; informed of his attendance of the Rededication of the Houston Ship Channel; San Jacinto Museum's Special Evening with Texas History; thanked the Veterans and advised of the taxi services available with Uber; Councilmember Moser thanked the Chapter 106 (Zoning) Subcommittee and commented on the nice 33<sup>rd</sup> Annual Harvest Banquet; Councilmember Kaminski thanked the Chapter 106 (Zoning) Subcommittee, the City University Participants; and her attendance of the San Jacinto Museum's Special Evening with Texas History and the 33<sup>rd</sup> Annual Harvest Banquet; Councilmember Zemanek thanked the City University Participants and the Chapter 106 (Zoning) Subcommittee, informed of his attendance of the San Jacinto Museum's Special Evening with Texas History and the 33<sup>rd</sup> Annual Harvest Banquet; the Rededication of the Houston Ship

Channel and remembered his mother, Jeanne Zemanek. Today would be her 72<sup>nd</sup> birthday and wished his in-laws a Happy 52<sup>nd</sup> Anniversary; Councilmember Engelken thanked the City University Participants and the Chapter 106 (Zoning) Subcommittee, wished everyone safe and enjoyable Thanksgiving holidays; and Mayor Rigby thanked the City University Participants and the Chapter 106 (Zoning) Subcommittee and the Planning and Development Department, and commented he also enjoyed the events attended.

**11. ADJOURN**

There being no further business, the meeting adjourned at 9:15 p.m.

---

Patrice Fogarty, City Secretary

Passed and approved on December 8, 2014.

---

Mayor Louis R. Rigby

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>December 8, 2014</u>	<u>Appropriation</u>
Requested By:	<u>P. Fogarty</u>	Source of Funds: <u>N/A</u>
Department:	<u>City Secretary's Office</u>	Account Number: <u>N/A</u>
Report: <input type="radio"/>	Resolution: <input checked="" type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>		Amount Requested: <u>N/A</u>
<b>Attachments :</b>		Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

### 1. Resolution

---

#### SUMMARY & RECOMMENDATIONS

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

The term of office for the 2015 designated representatives begins the first of January.

The 2014 representative is Chuck Engelken, and the alternate is Jay Martin.

Both have indicated a willingness to serve again should Council desire re-appointment.

---

#### **Action Required of Council:**

Consider approval or other action of a Resolution appointing one representative and one alternate to the H-GAC 2015 General Assembly and Board of Directors.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

RESOLUTION NO. 2014-\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE,  
TEXAS, SELECTING A REPRESENTATIVE AND AN ALTERNATE TO  
THE HOUSTON-GALVESTON AREA COUNCIL 2015 GENERAL  
ASSEMBLY AND BOARD OF DIRECTORS.

\* \* \* \* \*

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

**Section 1.** That the following individuals be and are hereby selected as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2015:

REPRESENTATIVE: \_\_\_\_\_

ALTERNATE: \_\_\_\_\_

**Section 2.** That the hereinabove named representative and alternate are hereby selected as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2015.

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

PASSED and ADOPTED this the 8<sup>th</sup> day of December, 2014.

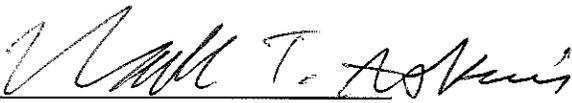
CITY OF LA PORTE

By: \_\_\_\_\_  
Louis R. Rigby  
Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

APPROVED:

  
\_\_\_\_\_  
Clark T. Askins  
Assistant City Attorney

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>R. Epting</u>	Source of Funds: <u>N/A</u>
Department: <u>Parks &amp; Recreation</u>	Account Number: <u>N/A</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

**Attachments :**

- 1. Proposed Agreement with Highlighted Amendments Amount Requested**
- 2. Final Version of Proposed Agreement**

---

### SUMMARY & RECOMMENDATIONS

With the expiration of the agreement with the La Porte Girls' Softball Association, an updated agreement was needed. Staff has met with the Association and a revised Agreement has been developed. The revised agreement provides for a five (5) year term with an additional five (5) year extension.

The agreement is very similar to the previous one, except that there is a paragraph regarding liability that has been added as well as a provision for financial safeguards through annual reporting. This provision is required of the other associations as well.

Staff recommends that the revised agreement be approved as presented.

---

**Action Required of Council:**

Consider approval or other action authorizing the City Manager to execute a revised agreement between the City of La Porte and the La Porte Girl's Softball Association regarding the use of Designated Facilities at Little Cedar Bayou Park.

---

**Approved for City Council Agenda**

\_\_\_\_\_  
**Corby D. Alexander, City Manager**

\_\_\_\_\_  
**Date**

**AGREEMENT BETWEEN THE CITY OF LA PORTE, TEXAS  
AND THE LA PORTE GIRL'S SOFTBALL ASSOCIATION  
REGARDING THE USE OF YOUTH SOFTBALL FACILITIES**

BECAUSE, the City of La Porte, Texas (the "City") is the owner and operator of various youth softball facilities as part of the parks and recreational facilities of the community; and

Because, the La Porte Girl's Softball Association (the "Association") has contributed funds in past years, which funds have been matched by the City, toward the construction of various amenities and facilities at the various softball facilities owned by the City; and

Because, the City wishes to recognize and commend the funding that has been provided by the Association;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.

The City will provide limited use of the youth softball facilities as described in "Exhibit A", which is attached and included as a part of this Agreement, to the Association for conduct of its league games, practice games, league/team practices, tournament games, and league playoff games from the first week in March through the last weekend in November for each year that this Agreement is in effect. Use is limited to Monday through Sunday, from 7:00 a.m. until 11:00 p.m. each day. The Association shall have exclusive right and responsibility for scheduling, organizing, providing rules of conduct, and conducting youth softball league games, practice games, league/team practices, tournament games, and league playoff games at the youth softball facilities listed in Exhibit A. Said rules of conduct shall be in conformance with laws and ordinances of the State of Texas and the City of La Porte. The City reserves the right to close the fields for field maintenance purposes, for inclement weather, or other reasonable cause.

II.

The City will assume responsibility for maintenance of all structures located on City property at Little Cedar Bayou Park as set forth in this Agreement. Except for routine marking, dragging, watering, and other field preparation as set out herein, the City will assume responsibility for maintenance and repair of fencing, parking lots, sidewalks, turf areas, and major field maintenance at the youth softball facilities listed in Exhibit A. The Association will be responsible for routine marking, and field preparation of the youth softball facilities either existing or in the future. The present youth softball facilities covered

in this agreement are those specific areas listed in "Exhibit A". The City will manage all operations related to facility and grounds maintenance at the softball facilities designated in Exhibit A.

The City has provided, with assistance from the Association, a concession/restroom facility, and a storage facility as listed in Exhibit A. The concession/restroom facility and permanent attachments to said facility are the property of the City. Except as set out herein, the City agrees to maintain the concession/restroom, and storage structure's various components including, electrical, plumbing, roofing, and other systems that contribute to their safe and efficient operation. The restroom portion of the facility is a shared facility for various uses at Little Cedar Bayou Park and is the property of the City. The City will provide daily weekday custodial services for the restroom facility and provide necessary supplies for the restroom facility. Unless specifically marked, parking spaces at Little Cedar Bayou Park are not reserved and are available on a first-come, first-served basis.

### III.

The Association agrees to operate the Concession facility exclusively and to provide materials, equipment, supplies, and personnel necessary for operation. Further, the Association is responsible for furnishing equipment for the batting cages and concession stands at the youth softball facilities, including but not limited to the following: pitching machines, microwaves, refrigerators, ice machines, freezers, air conditioners and all other electrical appliances. The Association is responsible for maintenance of all furnished equipment in the concession stand and batting cages. The Association agrees to clean the restroom facilities, in addition to the City's regular cleaning schedule on an as needed basis, during the Association's use of the facilities to assure that the restrooms are clean and operable. The Association agrees to clean the concession portion and the batting cage area of the facility at its expense. All revenues produced by batting cages and concession operations shall belong to the Association. The Association is responsible for meeting all applicable laws, ordinances, and codes regarding the following: sales tax, safety, and any other issue relative to concession operations, batting cage operations, and conduct of all its activities at the youth softball facilities. Alcoholic beverage use, sales, or possession is prohibited by Ordinance at the youth softball facilities listed in Exhibit A and at any future youth softball facilities located on City property.

### IV.

Batting cages shall not be open for use by the general public by the Association under any circumstance, unless the City gives its prior written permission, which permission shall not be unreasonably withheld. In any event, if the Association receives permission to open said batting cages to the public, such use shall be under the strict supervision of the Association. All provisions herein relating to insurance and indemnity to the City by the Association shall be applicable. Use of other softball facilities by the public will be limited to the following conditions: (a) During the period not covered by this Agreement, the public

shall have the right to use the various youth softball facilities for pickup games at any time during park operating hours, except when the City is conducting maintenance or construction at the various facilities; and (b) During the period covered by this Agreement, the public shall have the right to play pickup softball or other field sports games at the youth baseball facilities listed in Exhibit A, at any time during park operating hours when no league/team practice, practice game, league game, tournament game, or playoff game is scheduled; or the fields have not been **Specially Prepared** for such games (**Special Preparation** shall include marking, dragging, watering, painting, or other activity which would be disrupted or spoiled by indiscriminate use of the facilities by the public).

VI.

The Association shall indemnify and hold harmless the City, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the City arising, directly or indirectly, from any activities conducted or services performed by the Association under this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the Association.

VII.

**To the extent allowed by law** The City shall indemnify and hold harmless the Association, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the Association arising, directly or indirectly from any activities conducted or services performed by the City pursuant to this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the City.

VIII.

The Association shall keep and maintain during the term of this agreement, a comprehensive general liability policy, with the City named as **Additional Named Insured**, with limits of liability of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage per occurrence, with a maximum deductible of One Thousand (\$1,000.00) per occurrence. Thirty (30) days prior notice of policy cancellation shall be provided to the City. Effective policy must not exclude participants in the Association's scheduled or unscheduled activities at the facilities. Other policy exclusions are permissible, provided that they do not contradict the terms of this Agreement. The Association shall furnish the City with a **Certificate of Insurance** evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Agreement.

IX.

The Association shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, or any part, to any person, partnership, company, corporation, club or association without prior written consent of the City of La Porte.

X.

This instrument contains the entire Agreement between the parties relating to the rights granted in the agreement and the obligations assumed as a part of the Agreement. Any representations or modifications concerning this agreement shall have no force or effect unless modified in writing, and signed by each party to the Agreement.

XI.

This Agreement shall be in force for a period of five (5) years beginning with the date of its execution. At the end of the term of the Agreement, both the City and the Association have the option to continue the Agreement for an additional five (5) year term. Such option shall be executed in writing by the Commissioner of the Association and the City Manager, or his designee. Should either party choose not to exercise their option, the Agreement shall be considered at an end. During the term of this Agreement, the Association and the City may enter into separate Agreements regarding future capital improvement projects or other softball facilities that may be contemplated in the City.

XII.

The Association shall maintain a favorable financial position during the term of this agreement. The Association will provide an official annual financial reports on the Association's fiscal condition to the City comprised of a combined expense statement/balance sheet as approved by the City's controller and mutually agreed to by the City and the Association along with supporting documentation, revenue statement and expense statement. The City reserves the right to review the internal financial control structure of the Association and to perform other audit steps as necessary to protect its interests. The Annual Report on the Association's Fiscal Condition will be due to the City Sixty (60) days after the end of each fiscal year. Failure to provide requested financial information within the prescribed time limit will prompt a formal notification from the City to the Association of that the agreement is in Danger of Default and a request for satisfaction of the requirement within an additional fifteen (15) days from the date of official notification. If the requirement for financial statement submission is not met by that time, or arrangements to submit not made to the City's satisfaction within that time, the agreement will be considered in Default.

XIII.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or

clause, of this Agreement shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of this Agreement.

---

**XIV.**

Nothing herein shall be construed as creating any personal liability on any part of any officer, employee or agent of the City. The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or liability that the City has or may have by operation of law. The Parties further agree that no provision of this Agreement extends the liability of the City beyond the liability provided in the Texas Constitution and the laws of the State of Texas, including the Texas Tort Claims Act. Neither the execution of this Agreement nor any other conduct of CITY relating to this Agreement shall be considered a waiver of any right or defense under the Texas Constitution or the laws of the State of Texas, including the Texas Tort Claims Act.

IN TESTIMONY WHEREOF, this instrument has been renewed and executed in duplicate, each to have the effect of an original as follows:

- (A) It has been executed on behalf of the City on the \_\_\_\_\_th day of \_\_\_\_\_, 20104, by its City Manager and attested by its City Secretary, pursuant to an affirmative vote Ordinance of the City Council of the City of La Porte, authorizing such execution; and
- (B) It has been executed on behalf of the Association on the \_\_\_\_\_th day of \_\_\_\_\_, 20104, by its Commissioner and attested by its Secretary, pursuant to authorization from the Board of Directors of the La Porte Girl's Softball Association, authorizing such execution.

CITY OF LA PORTE, TEXAS

By: \_\_\_\_\_  
Corby D. Alexander Debra Brooks Feazelle,

City Manager

ATTEST:

\_\_\_\_\_  
Patrice Fogarty Martha Gillett, City Secretary

LA PORTE GIRL'S SOFTBALL ASSOCIATION

By: \_\_\_\_\_  
Albert Ramirez Monica Goiners,

Commissioner

ATTEST:

\_\_\_\_\_  
Association Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Clark T. Askins, Assistant City Attorney

## EXHIBIT A

There are currently four (4) designated youth softball fields, one (1) combination concession/restroom facility, and two (2) batting cages covered by this Agreement at the date of execution. Additional fields and facilities that may be added in the future shall be considered a part of this agreement by signature of both parties. The designated youth softball facilities covered by this agreement are as follows:

### LITTLE CEDAR BAYOU PARK

At the date of execution of this agreement, there are three youth softball fields located at Little Cedar Bayou Park, 600 Little Cedar Bayou Drive, La Porte, Texas.

**La Porte #1** - designated as the youth softball field located north of the restroom/concession facility, and south of the entrance to Little Cedar Bayou Park, coming east off Little Cedar Bayou Drive.

**La Porte #2** - designated as the youth softball field directly south of La Porte #1, and south of the restroom/concession facility.

**La Porte #3** - designated as the youth softball field directly south of La Porte #2, bounded on the west side by the Multi-purpose Soccer Field, on the east

by the adult soccer field, and on the south by Bay Forest Golf Course.

**La Porte #4** - designated as the youth softball field bounded on the west side by the adult soccer field, bounded on the north side by the Little Cedar Bayou Wave Pool, and on the south by Bay Forest Golf Course.

**Softball Concession/Restroom Facility** - located between La Porte #1 and La Porte #2 as designated above.

**Youth Softball Batting Cages** - located directly east of La Porte #3 and west of the adult soccer field, as designated above.

**AGREEMENT BETWEEN THE CITY OF LA PORTE, TEXAS  
AND THE LA PORTE GIRL'S SOFTBALL ASSOCIATION  
REGARDING THE USE OF YOUTH SOFTBALL FACILITIES**

BECAUSE, the City of La Porte, Texas (the "City") is the owner and operator of various youth softball facilities as part of the parks and recreational facilities of the community; and

Because, the La Porte Girl's Softball Association (the "Association") has contributed funds in past years, which funds have been matched by the City, toward the construction of various amenities and facilities at the various softball facilities owned by the City; and

Because, the City wishes to recognize and commend the funding that has been provided by the Association;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.

The City will provide limited use of the youth softball facilities as described in "Exhibit A", which is attached and included as a part of this Agreement, to the Association for conduct of its league games, practice games, league/team practices, tournament games, and league playoff games from the first week in March through the last weekend in November for each year that this Agreement is in effect. Use is limited to Monday through Sunday, from 7:00 a.m. until 11:00 p.m. each day. The Association shall have exclusive right and responsibility for scheduling, organizing, providing rules of conduct, and conducting youth softball league games, practice games, league/team practices, tournament games, and league playoff games at the youth softball facilities listed in Exhibit A. Said rules of conduct shall be in conformance with laws and ordinances of the State of Texas and the City of La Porte. The City reserves the right to close the fields for field maintenance purposes, for inclement weather, or other reasonable cause.

II.

The City will assume responsibility for maintenance of all structures located on City property at Little Cedar Bayou Park as set forth in this Agreement. Except for routine marking, dragging, watering, and other field preparation as set out herein, the City will assume responsibility for maintenance and repair of fencing, parking lots, sidewalks, turf areas, and major field maintenance at the youth softball facilities listed in Exhibit A. The Association will be responsible for routine marking, and field preparation of the youth softball facilities either existing or in the future. The present youth softball facilities covered in this agreement are those specific areas listed in "Exhibit A". The City will manage all operations related to facility and grounds maintenance at the softball facilities designated in Exhibit A.

The City has provided, with assistance from the Association, a concession/restroom facility, and a storage facility as listed in Exhibit A. The concession/restroom facility and permanent attachments to said facility are the property of the City. Except as set out herein, the City agrees to maintain the concession/restroom, and storage structure's various components including, electrical, plumbing, roofing, and other systems that contribute to their safe and efficient operation. The restroom portion of the facility is a shared facility for various uses at Little Cedar Bayou Park and is the property of the City. The City will provide daily weekday custodial services for the restroom facility and provide necessary supplies for the restroom facility. Unless specifically marked, parking spaces at Little Cedar Bayou Park are not reserved and are available on a first-come, first-served basis.

### III.

The Association agrees to operate the Concession facility exclusively and to provide materials, equipment, supplies, and personnel necessary for operation. Further, the Association is responsible for furnishing equipment for the batting cages and concession stands at the youth softball facilities, including but not limited to the following: pitching machines, microwaves, refrigerators, ice machines, freezers, air conditioners and all other electrical appliances. The Association is responsible for maintenance of all furnished equipment in the concession stand and batting cages. The Association agrees to clean the restroom facilities, in addition to the City's regular cleaning schedule on an as needed basis, during the Association's use of the facilities to assure that the restrooms are clean and operable. The Association agrees to clean the concession portion and the batting cage area of the facility at its expense. All revenues produced by batting cages and concession operations shall belong to the Association. The Association is responsible for meeting all applicable laws, ordinances, and codes regarding the following: sales tax, safety, and any other issue relative to concession operations, batting cage operations, and conduct of all its activities at the youth softball facilities. Alcoholic beverage use, sales, or possession is prohibited by Ordinance at the youth softball facilities listed in Exhibit A and at any future youth softball facilities located on City property.

### IV.

Batting cages shall not be open for use by the general public by the Association under any circumstance, unless the City gives its prior written permission, which permission shall not be unreasonably withheld. In any event, if the Association receives permission to open said batting cages to the public, such use shall be under the strict supervision of the Association. All provisions herein relating to insurance and indemnity to the City by the Association shall be applicable. Use of other softball facilities by the public will be limited to the following conditions: (a) During the period not covered by this Agreement, the public shall have the right to use the various youth softball facilities for pickup games at any time during park operating hours, except when the City is conducting maintenance or construction at the various facilities; and (b) During the period covered by this Agreement, the public shall have the right to play pickup softball or other field sports games at the youth baseball facilities listed in Exhibit A, at any time during park operating hours when no league/team practice, practice game, league game, tournament game, or playoff game is

scheduled; or the fields have not been **Specially Prepared** for such games (**Special Preparation** shall include marking, dragging, watering, painting, or other activity which would be disrupted or spoiled by indiscriminate use of the facilities by the public).

VI.

The Association shall indemnify and hold harmless the City, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the City arising, directly or indirectly, from any activities conducted or services performed by the Association under this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the Association.

VII.

To the extent allowed by law the City shall indemnify and hold harmless the Association, its officers, directors, agents, and employees from and against any and all claims, damages, losses, expenses, and liabilities, including attorney's fees which may be asserted against or incurred by the Association arising, directly or indirectly from any activities conducted or services performed by the City pursuant to this agreement, or from any event occurring on the premises owned by the City during any period in which activities are being performed, conducted, or sponsored on the premises by the City.

VIII.

The Association shall keep and maintain during the term of this agreement, a comprehensive general liability policy, with the City named as **Additional Named Insured**, with limits of liability of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage per occurrence, with a maximum deductible of One Thousand (\$1,000.00) per occurrence. Thirty (30) days prior notice of policy cancellation shall be provided to the City. Effective policy must not exclude participants in the Association's scheduled or unscheduled activities at the facilities. Other policy exclusions are permissible, provided that they do not contradict the terms of this Agreement. The Association shall furnish the City with a **Certificate of Insurance** evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Agreement.

IX.

The Association shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, or any part, to any person, partnership, company, corporation, club or association without prior written consent of the City of La Porte.

X.

This instrument contains the entire Agreement between the parties relating to the rights granted in the agreement and the obligations assumed as a part of the Agreement. Any representations or modifications concerning this agreement shall have no force or effect unless modified in writing, and signed by each party to the Agreement.

XI.

This Agreement shall be in force for a period of five (5) years beginning with the date of its execution. At the end of the term of the Agreement, both the City and the Association have the option to continue the Agreement for an additional five (5) year term. Such option shall be executed in writing by the Commissioner of the Association and the City Manager, or his designee. Should either party choose not to exercise their option, the Agreement shall be considered at an end. During the term of this Agreement, the Association and the City may enter into separate Agreements regarding future capital improvement projects or other softball facilities that may be contemplated in the City.

XII.

The Association shall maintain a favorable financial position during the term of this agreement. The Association will provide an official annual report on the Association's fiscal condition to the City comprised of a combined expense statement/balance sheet as approved by the City's controller and mutually agreed to by the City and the Association along with supporting documentation. The City reserves the right to review the internal financial control structure of the Association and to perform other audit steps as necessary to protect its interests. The Annual Report on the Association's Fiscal Condition will be due to the City Sixty (60) days after the end of each fiscal year. Failure to provide requested financial information within the prescribed time limit will prompt a formal notification from the City to the Association of that the agreement is in Danger of Default and a request for satisfaction of the requirement within an additional fifteen (15) days from the date of official notification. If the requirement for financial statement submission is not met by that time, or arrangements to submit not made to the City's satisfaction within that time, the agreement will be considered in Default.

XIII.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Agreement shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of this Agreement.

XIV.

Nothing herein shall be construed as creating any personal liability on any part of any officer, employee or agent of the City. The Parties agree that no provision of this

Agreement is in any way intended to constitute a waiver of any immunities from suit or liability that the City has or may have by operation of law. The Parties further agree that no provision of this Agreement extends the liability of the City beyond the liability provided in the Texas Constitution and the laws of the State of Texas, including the Texas Tort Claims Act. Neither the execution of this Agreement nor any other conduct of CITY relating to this Agreement shall be considered a waiver of any right or defense under the Texas Constitution or the laws of the State of Texas, including the Texas Tort Claims Act.

IN TESTIMONY WHEREOF, this instrument has been renewed and executed in duplicate, each to have the effect of an original as follows:

- (A) It has been executed on behalf of the City on the \_\_\_th day of \_\_\_\_\_, 2014 by its City Manager and attested by its City Secretary, pursuant to affirmative vote of the City Council of the City of La Porte, authorizing such execution; and
- (B) It has been executed on behalf the Association on the \_\_th day of \_\_\_\_\_, 2014 by its Commissioner and attested by its Secretary, pursuant to authorization from the Board of Directors of the La Porte Girl's Softball Association, authorizing such execution.

CITY OF LA PORTE, TEXAS

By: \_\_\_\_\_  
Corby D. Alexander, City Manager

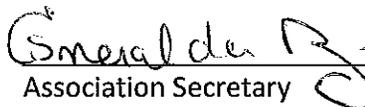
ATTEST:

\_\_\_\_\_  
Patrice Fogarty, City Secretary

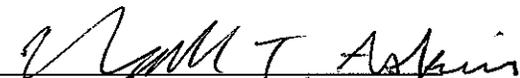
LA PORTE GIRL'S SOFTBALL ASSOCIATION

By:   
\_\_\_\_\_  
Albert Ramirez, Commissioner

ATTEST:

  
\_\_\_\_\_  
Emerald  
Association Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Clark T. Askins, Assistant City Attorney

## EXHIBIT A

There are currently four (4) designated youth softball fields, one (1) combination concession/restroom facility, and two (2) batting cages covered by this Agreement at the date of execution. Additional fields and facilities that may be added in the future shall be considered a part of this agreement by signature of both parties. The designated youth softball facilities covered by this agreement are as follows:

### **LITTLE CEDAR BAYOU PARK**

At the date of execution of this agreement, there are three youth softball fields located at Little Cedar Bayou Park, 600 Little Cedar Bayou Drive, La Porte, Texas.

**La Porte #1** - designated as the youth softball field located north of the restroom/concession facility, and south of the entrance to Little Cedar Bayou Park, coming east off Little Cedar Bayou Drive.

**La Porte #2** - designated as the youth softball field directly south of La Porte #1, and south of the restroom/concession facility.

**La Porte #3** - designated as the youth softball field directly south of La Porte #2, bounded on the west side by the Multi-purpose Soccer Field, on the east by the adult soccer field, and on the south by Bay Forest Golf Course.

**La Porte #4** - designated as the youth softball field bounded on the west side by the adult soccer field, bounded on the north side by the Little Cedar Bayou Wave Pool, and on the south by Bay Forest Golf Course.

**Softball Concession/Restroom Facility** - located between La Porte #1 and La Porte #2 as designated above.

**Youth Softball Batting Cages** - located directly east of La Porte #3 and west of the adult soccer field, as designated above.

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>K. Powell</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance</u>	Account Number: <u>N/A</u>
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
<b>Attachments :</b>	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

- 1. Ordinance No. 2007-IDA-138**
- 2. Ordinance No. 2007-IDA-139**

---

### SUMMARY & RECOMMENDATIONS

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

Vigavi Realty LLC has requested to execute an Industrial District Agreements with the City of La Porte. Properties are being split out of 2007-IDA-02 – Kelley Fairmont.

Staff recommends City Council authorize the execution of Industrial District Agreement with VigaviRealty LLC

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>● Ordinance No. 2007-IDA-138</li><li>● Ordinance No. 2007-IDA-139</li></ul> | <p>Vigavi Realty LLC 11804 Fairmont Parkway<br/>Vigavi Realty LLC 11800 Fairmont Parkway</p> |
|---|--|

---

#### **Action Required of Council:**

Consider approval or other action of ordinances 2007-IDA-138 and 2007-IDA-139 executing an Industrial District Agreement between the City of La Porte and Vigavi Realty, LLC.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

ORDINANCE NO. 2007-IDA-138

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH VAGAVI REALTY LLC 11804 FAIRMONT PARKWAY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. Vagavi Realty LLC 11804 Fairmont Parkway has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

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

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

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

PASSED and APPROVED, this 8<sup>th</sup> day of December 2014.

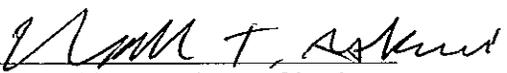
CITY OF LA PORTE

\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

  
\_\_\_\_\_  
Clark Askins, Assistant City Attorney

NO. 2007-IDA-138

STATE OF TEXAS

COUNTY OF HARRIS

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Vigavi Realty LLC 11804 Fairmont Parkway, a \_\_\_\_\_ corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

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

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

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

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

FINAL DRAFT: November 1, 2007

*Handwritten initials*

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

I.

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

II.

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

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

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

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

### III.

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

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

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

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

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

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

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

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

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

(c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and

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

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

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

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

#### IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

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

#### V.

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

#### VI.

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

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

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

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

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

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

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

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

#### VII.

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

#### VIII.

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

#### IX.

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

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

X.

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

XI.

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

XII.

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

To the City of La Porte:

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

To Company:

Attention: \_\_\_\_\_ (COMPANY)  
Department \_\_\_\_\_  
\_\_\_\_\_

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

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

Plant Manager

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Tax Agent/Billing Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Vigavi Realty LLC

(COMPANY)

By: A. R. M. Villarreal  
Name: Luis Rene Garcia Villarreal  
Title: Manager  
Address: 250 Post Oak Boulevard, Suite 510  
Houston TX 77056

ATTEST:

CITY OF LA PORTE

\_\_\_\_\_  
City Secretary

By:

\_\_\_\_\_  
Louis R. Rigby  
Mayor

APPROVED:

Knox W. Askins  
Knox W. Askins  
City Attorney  
City of La Porte

By:

\_\_\_\_\_  
Corby D Alexander  
City Manager

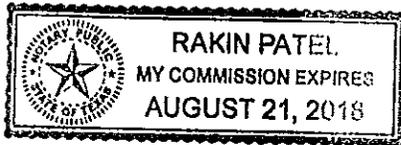
P.O. Box 1218  
La Porte, TX 77572-1218  
281.471.1886  
281.471.2047 fax  
knoxaskins@comcast.net

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

STATE OF TEXAS :  
:  
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 31<sup>st</sup> day of October, 2014, by Vigavi Realty, LLC of \_\_\_\_\_ corporation, a Texas corporation, on behalf of said entity.

Rakin Patel  
Notary Public, State of Texas



STATE OF TEXAS :  
:  
COUNTY OF HARRIS :

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

\_\_\_\_\_  
Notary Public, State of Texas

Vigavi Realty, LLC  
Fairmont Parkway Lot 1  
4.843 Acres

Richard Pearsall 1/3 League  
Abstract No. 625

STATE OF TEXAS       §

COUNTY OF HARRIS   §

A **METES & BOUNDS** description of a certain 4.843 acre tract of land situated in the Richard Pearsall 1/3 League, Abstract No. 625 in Harris County, Texas, being out of Restricted Reserve "C", Block 2 of Amending Plat, Goodyear Bayport 2003 Partial Replat is recorded in Film Code No. 631010 of the Harris County Map Records conveyed to Vigavi Realty, LLC by Special Warranty Deed recorded in Clerk's File No. 20110428824 of the Harris County Official Public Records of Real Property; said 4.843 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**BEGINNING** at the northwest corner of said Reserve, in the south right-of-way line of Fairmont Parkway;

THENCE, North 86°52'36" East, along the common line of said Reserve and said south right-of-way line, 602.91 feet to a point for corner, from which the northeast corner of said Reserve bears North 86°52'36" East, 160.61 feet;

THENCE, South 01°00'42" East, 361.22 feet to a point for corner;

THENCE, South 88°59'18" West, 602.50 feet to a point for corner in the west line of said Reserve, from which the southwest corner of said Reserve bears South 01°00'42" East, 489.00 feet;

THENCE, North 01°00'42" West, along said west line, 339.00 feet to the **POINT OF BEGINNING**, **CONTAINING** 4.843 acres of land in Harris County, Texas.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared."

Cotton Surveying Company  
6335 Gulfton, Suite 100  
Houston, TX 77081-1169  
(713) 981-0275  
*Texas Board of Professional Land Surveying  
Registration No. 10046100*

*Matthew W. Brazzel 10-30-2014*  
Acting By/Through Matthew W. Brazzel  
Registered Professional Land Surveyor  
No. 6140  
MBrazzel@jonescarter.com



9/2

FARMONT PARKWAY  
200' CORNER

Lottery System Enclosure

N 00°00'00" E 700.00'

City of Farmont and County Government  
Lottery System Enclosure

DA-5  
7.5

DA-1  
12.0

EXISTING  
FARMONT PARKWAY BUSINESS PARK BUILDING 1  
OFFICE / MANUFACTURING BUILDING  
FINISHED FLOOR ELEV. 200'

LOT 1

N 01°00'48" W 688.00'

NUMERIC SITE DIVISION

RESTRICTED RESERVE "C"  
CORPORATE PARKWAY 2003  
14.750 ACRES

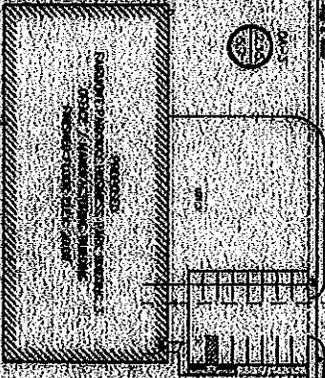
Any future development requires approval by  
Monte County Public Infrastructure Department  
and Monte County Flood Control District.

DA-2  
12.0

NUMERIC SITE DIVISION

LOT 2

S 00°00'00" W 700.00'



FARMONT INDUSTRIAL DRIVE

Existing Concrete Driveway  
By Old Park  
NO PAVED 2011/12

DA-3  
7.5

LOT 3

S 01°00'48" E 688.18'

RESTRICTED RESERVE "C"  
CORPORATE PARKWAY

7.6

"EXHIBIT C"

Page 1 of 3

RULES AND REGULATIONS

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

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:

- ☒ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
- ☒ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
- ☒ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
- ☒ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
- ☒ Freestanding identification signs shall not exceed 45 feet in height.
- ☒ Minimum setback for sign construction shall be ten (10) feet from property lines.

2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:

- a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"

Page 2 of 3

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

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

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

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

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.

- 3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

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

"EXHIBIT C"  
Page 3 of 3

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

ORDINANCE NO. 2007-IDA-139

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH VAGAVI REALTY LLC 11800 FAIRMONT PARKWAY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. Vagavi Realty LLC 11800 Fairmont Parkway has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

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

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

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

**PASSED and APPROVED**, this 8<sup>th</sup> day of December 2014.

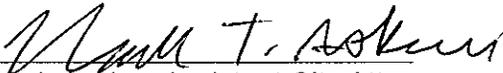
CITY OF LA PORTE

\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

  
\_\_\_\_\_  
Clark Askins, Assistant City Attorney



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

I.

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

II.

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

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

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

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

### III.

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

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

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

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

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

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

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

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

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

(c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and

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

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

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

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

#### IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

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

#### V.

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

#### VI.

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

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

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

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

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

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

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

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

#### VII.

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

#### VIII.

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

#### IX.

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



Plant Manager

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Tax Agent/Billing Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Vigari Realty LLC  
(COMPANY)

By: L. Rene M. Villarreal  
Name: Luis Rene Garcia Villarreal  
Title: Manager  
Address: 3050 Post Oak Boulevard, Suite 510  
Houston TX 77056

ATTEST:

CITY OF LA PORTE

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_  
Louis R. Rigby  
Mayor

APPROVED:

Knox W. Askins  
Knox W. Askins  
City Attorney  
City of La Porte

By: \_\_\_\_\_  
Corby D Alexander  
City Manager

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

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

STATE OF TEXAS :

COUNTY OF HARRIS :

This instrument was acknowledged before me on the 31<sup>st</sup> day of October, 2014, by Vigavi Realty, LLC of \_\_\_\_\_ corporation, a Texas corporation, on behalf of said entity.

Rakin Patel  
Notary Public, State of Texas



STATE OF TEXAS :

COUNTY OF HARRIS :

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

\_\_\_\_\_  
Notary Public, State of Texas

*[Handwritten initials]*

Vigavi Realty, LLC  
Fairmont Parkway Lot 3  
1.750 Acres

Richard Pearsall 1/3 League  
Abstract No. 625

STATE OF TEXAS       §

COUNTY OF HARRIS    §

A **METES & BOUNDS** description of a certain 1.750 acre tract of land situated in the Richard Pearsall 1/3 League, Abstract No. 625 in Harris County, Texas, being out of Restricted Reserve "C", Block 2 of Amending Plat, Goodyear Bayport 2003 Partial Replat is recorded in Film Code No. 631010 of the Harris County Map Records conveyed to Vigavi Realty, LLC by Special Warranty Deed recorded in Clerk's File No. 20110428824 of the Harris County Official Public Records of Real Property; said 1.750 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at the northwest corner of said Reserve, in the south right-of-way line of Fairmont Parkway;

THENCE, South 01°00'42" East, 828.00 feet along the west line of said Reserve to the southwest corner of said Reserve;

THENCE, North 88°59'18" East, along the south line of said Reserve, 287.50 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 01°00'42" West, 242.00 feet to a point for corner;

THENCE, North 88°59'18" East, 315.00 feet to a point for corner;

THENCE, South 01°00'42" East, 242.00 feet to a point for corner in the south line of said Reserve from which the southeast corner of said Reserve bears North 88°59'18" East, 160.50 feet;

THENCE, South 88°59'18" West, along said south line, 315.00 feet to the **POINT OF BEGINNING**, **CONTAINING** 1.750 acres of land in Harris County, Texas.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared."

Cotton Surveying Company  
6335 Gulfton, Suite 100  
Houston, TX 77081-1169  
(713) 981-0275  
*Texas Board of Professional Land Surveying  
Registration No. 10046100*

*Matthew W. Brazzel* 10-30-2014  
Acting By/Through Matthew W. Brazzel  
Registered Professional Land Surveyor  
No. 6140  
[MBrazzel@jonescarter.com](mailto:MBrazzel@jonescarter.com)



*of 2*

FAIRMONT PARKWAY

215' 0.00"

N 01°00'10" E 705.10'

15' 0.00" W 100.00'

D-4-1  
150  
100

D-1  
150  
100

EXISTING  
FAIRMONT PARKWAY BUSINESS PARK BUILDING 1  
OFFICE / MANUFACTURING BUILDING  
FINISHED FLOOR ELEV. 200.0'

LOT 1

N 01°00'10" E 688.00'

LOT 4

EXISTING SITE EXPANSION

RESTRICTED RESERVE "C"  
COMMERCIAL REZONING 2003  
14,792 ACRES

Any future development requires approval by  
North County Public Infrastructure Department  
and North County Road District Director.

D-2  
150  
100

EXISTING SITE EXPANSION  
LOT 5

D-3  
150  
100

FAIRMONT INDUSTRIAL DRIVE

15' 0.00" W 100.00'

D-3  
150  
100

EXISTING  
FAIRMONT PARKWAY BUSINESS PARK BUILDING 2  
OFFICE / MANUFACTURING BUILDING  
FINISHED FLOOR ELEV. 200.0'

LOT 6

S 01°00'48" E 856.10'

RESTRICTED RESERVE "C"  
COMMERCIAL REZONING 2003  
14,792 ACRES

S 01°00'10" E 705.10'

*J.P.C.*

"EXHIBIT C"

Page 1 of 3

RULES AND REGULATIONS

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

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:

- ☒ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
- ☒ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
- ☒ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
- ☒ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
- ☒ Freestanding identification signs shall not exceed 45 feet in height.
- ☒ Minimum setback for sign construction shall be ten (10) feet from property lines.

2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:

- a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"

Page 2 of 3

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

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

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

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

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

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

"EXHIBIT C"  
Page 3 of 3

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

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>T. Tietjens</u>	Source of Funds: <u>N/A</u>
Department: <u>Planning &amp; Development</u>	Account Number: <u>N/A</u>
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> YES <input checked="" type="radio"/> NO

**Attachments :**

- 1. Ordinance**
- 2. Water Service Agreement**
- 3. Sanitary Sewer Service Agreement**
- 4. Area Map**

---

### SUMMARY & RECOMMENDATIONS

Vigavi Realty, LLC has approached the City for water and sanitary sewer service to its development at 11800 Fairmont Parkway in the Bayport Industrial District (see Area Map). Vigavi Realty plans to construct a 22,500 square foot tilt-wall facility at the site which will employ up to 30 full-time positions.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. Vigavi Realty has applied for an IDA with the City for the subject site (IDA-2007-139). Administrative fees in the amount of \$5,000 for each agreement have been subsequently received from the company.

Based on Vigavi Realty's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 1,500 gallons. Under the terms of the policy, Vigavi Realty will pay one and one-half (1-1/2) times the City's current utility rate for service.

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

---

---

**Action Required of Council:**

Consider approval or other action of an ordinance or other action, authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Vigavi Realty, LLC for its development at 11800 Fairmont Parkway in the Bayport Industrial District.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

ORDINANCE NO. 2014-\_\_\_\_\_

AN ORDINANCE APPROVING AND AUTHORIZING A WATER SERVICE AGREEMENT AND A SANITARY SEWER SERVICE AGREEMENT BETWEEN THE CITY OF LA PORTE AND VIGAVI REALTY, LLC (11800 FAIRMONT PARKWAY), MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

**Section 1.** The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by the reference. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Manager is hereby authorized to execute said contract, agreement, or other undertaking described in the title of this ordinance.

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

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

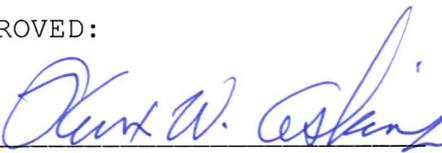
CITY OF LA PORTE

By: \_\_\_\_\_  
Louis R. Rigby  
Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

APPROVED:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

ORIGINAL

STATE OF TEXAS §

COUNTY OF HARRIS §

**CITY OF LA PORTE  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and **VIGAVI REALTY, LLC** located at **11800 FAIRMONT PARKWAY** hereinafter called "COMPANY".

I.

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

II.

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

III.

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

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

Number of Full-Time Employees on site	<b>25</b>
+ Number of Full-Time Contract Employees on site	<b>5</b>
= Total On-Site Full-Time Employees	<b>30</b>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<b>1,500</b>
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	<b>1,500</b>

## IV.

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

- (A) COMPANY shall pay to CITY a one-time administrative fee of **\$5,000.**
- (B) The total amount of potable water approved to COMPANY is established at **ONE THOUSAND FIVE HUNDRED (1,500)** gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of **FORTY FIVE THOUSAND SEVEN HUNDRED FIFTY (45,750)** gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of **FORTY FIVE THOUSAND SEVEN HUNDRED FIFTY (45,750)** gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of **FORTY FIVE THOUSAND SEVEN HUNDRED FIFTY (45,750)** gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.

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

#### V.

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

#### VI.

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

#### VII.

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

within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

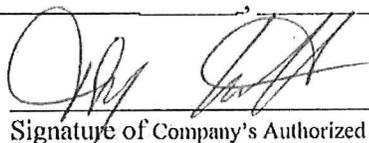
IX.

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

X.

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

ENTERED INTO effective the \_\_\_\_\_ day of \_\_\_\_\_.

  
\_\_\_\_\_  
Signature of Company's Authorized Representative

Printed Name: Troy Lovett

Company Representative's Title: DEVELOPMENT MANAGER

Company's Address: Vigavi REALTY LLC  
3050 Post Oak Blvd #510  
Houston, Tex 77056

ATTEST:

CITY OF LA PORTE

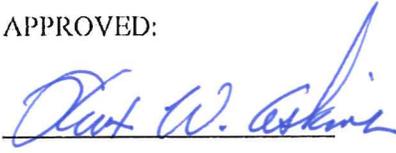
\_\_\_\_\_

Patrice Fogarty  
City Secretary

\_\_\_\_\_

Louis R. Rigby  
Mayor

APPROVED:



Knox W. Askins  
City Attorney

By: \_\_\_\_\_

Corby Alexander  
City Manager

**EXHIBIT “A”**  
to Water Service Agreement

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

**Additional Requirements of COMPANY:**

N/A

**Initial for Approval:**

CITY APPROVAL: N/A

COMPANY APPROVAL: N/A

STATE OF TEXAS §

COUNTY OF HARRIS §

**CITY OF LA PORTE  
SANITARY SEWER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and **VIGAVI REALTY, LLC** located at **11800 FAIRMONT PARKWAY**, hereinafter called "COMPANY".

I.

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

II.

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

III.

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

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

Number of Employees on-site	<b>25</b>
Number of Contract Employees	<b>5</b>
Total on-site Employees	<b>30</b>
Sanitary Sewer Desired for Domestic Use (Total on-site x 50 gpd per employee)	<b>1,500</b>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	<b>1,500</b>

## IV.

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

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of **\$5,000.**
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at **ONE THOUSAND FIVE HUNDRED (1,500)** gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of **THIRTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY EIGHT (38,888)** gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of **THIRTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY EIGHT (38,888)**. Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.

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

#### V.

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

#### VI.

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

#### VII.

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

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

IX.

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

X.

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

ENTERED INTO effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
Signature of Company's Authorized Representative

Printed Name: Troy Lovett

Company Representative's Title: Development Manager

Company's Address VIGAVI REALTY LLC  
8050 POST OAK BLVD ST 510  
HOUSTON, TEXAS 77056

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

CITY OF LA PORTE

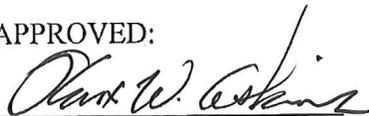
\_\_\_\_\_

Patrice Fogarty  
City Secretary

\_\_\_\_\_

Louis R. Rigby  
Mayor

APPROVED:



Knox W. Askins  
City Attorney

By: \_\_\_\_\_

Corby Alexander  
City Manager

**EXHIBIT “A”**  
to Sanitary Sewer Service Agreement

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

**Additional Requirements of COMPANY:**

N/A

**Initial for Approval:**

CITY APPROVAL: N/A

COMPANY APPROVAL: N/A

# AREA MAP



NOT TO SCALE



**SITE LOCATION  
11800 FAIRMONT**

**FAIRMONT PKWY**

**BAY/AREA BLVD**

**BAY/AREA BLVD**

**BAY/AREA BLVD**

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>T. Tietjens</u>	Source of Funds: <u>N/A</u>
Department: <u>Planning &amp; Development</u>	Account Number: <u>N/A</u>
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> YES <input checked="" type="radio"/> NO

**Attachments :**

- 1. Ordinance**
- 2. Water Service Agreement**
- 3. Sanitary Sewer Service Agreement**
- 4. Area Map**

---

### SUMMARY & RECOMMENDATIONS

GSL Partners Sub 51, LLC has approached the City for water and sanitary sewer service to its development at 4130 New West Dr. in the Bayport Industrial District (see Area Map). GSL Partners Sub 51, LLC is constructing a 20,000 square foot facility for Tracerco, who specializes in instrumentation, testing, and related research and development. The company will employ up to 50 full-time positions on site.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. The subject tract has a current and valid IDA (2007-IDA-108) with the City. Administrative fees in the amount of \$5,000 for each agreement have been subsequently received from the company.

Based on GSL Partners Sub 51, LLC's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 2,500 gallons. Under the terms of the policy, GSL Partners Sub 51, LLC will pay one and one-half (1-1/2) times the City's current utility rate for service.

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

---

**Action Required of Council:**

Consider approval or other action of an ordinance or other action, authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with GSL Partners Sub 51, LLC for its development at 4130 New West Dr. in the Bayport Industrial District.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

ORDINANCE NO. 2014-\_\_\_\_\_

AN ORDINANCE APPROVING AND AUTHORIZING A WATER SERVICE AGREEMENT AND A SANITARY SEWER SERVICE AGREEMENT BETWEEN THE CITY OF LA PORTE AND GSL PARTNERS SUB 51, LLC (4130 NEW WEST DR.), MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

**Section 1.** The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by the reference. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Manager is hereby authorized to execute said contact, agreement, or other undertaking described in the title of this ordinance.

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

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF LA PORTE

By: \_\_\_\_\_  
Louis R. Rigby  
Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

APPROVED:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS §

COUNTY OF HARRIS §

**CITY OF LA PORTE  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and **GSL PARTNERS SUB 51, LLC** located at **4130 NEW WEST DR.** hereinafter called "COMPANY".

I.

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

II.

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

III.

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

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

Number of Full-Time Employees on site	<b>50</b>
+ Number of Full-Time Contract Employees on site	<b>0</b>
= Total On-Site Full-Time Employees	<b>50</b>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<b>2,500</b>
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	<b>2,500</b>

## IV.

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

- (A) COMPANY shall pay to CITY a one-time administrative fee of **\$5,000.**
- (B) The total amount of potable water approved to COMPANY is established at **TWO THOUSAND FIVE HUNDRED (2,500)** gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of **SEVENTY SIX THOUSAND TWO HUNDRED FIFTY (76,250)** gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of **SEVENTY SIX THOUSAND TWO HUNDRED FIFTY (76,250)** gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of **SEVENTY SIX THOUSAND TWO HUNDRED FIFTY (76,250)** gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.

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

#### V.

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

#### VI.

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

#### VII.

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

VIII.

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

IX.

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

X.

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

ENTERED INTO effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Signature of Company's Authorized Representative

Printed Name: IVAN ZAPATA

Company Representative's Title: DEVELOPMENT ASSOCIATE

Company's Address:  
5858 WESTHEIMER # 800  
HOUSTON, TX 77057

ATTEST:

CITY OF LA PORTE

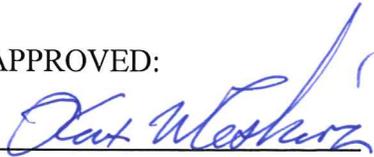
---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:



---

Knox W. Askins  
City Attorney

---

Corby D. Alexander  
City Manager

**EXHIBIT “A”**  
to Water Service Agreement

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

**Additional Requirements of COMPANY:**

N/A

**Initial for Approval:**

CITY APPROVAL: N/A

COMPANY APPROVAL: N/A

STATE OF TEXAS §

COUNTY OF HARRIS §

CITY OF LA PORTE  
**SANITARY SEWER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and **GSL PARTNERS SUB 51, LLC** located at **4130 NEW WEST DR.**, hereinafter called "COMPANY".

I.

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

II.

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

III.

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

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

Number of Employees on-site	<b>50</b>
Number of Contract Employees	<b>0</b>
Total on-site Employees	<b>50</b>
Sanitary Sewer Desired for Domestic Use (Total on-site x 50 gpd per employee)	<b>2,500</b>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	<b>2,500</b>

## IV.

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

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of **\$5,000.**
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at **TWO THOUSAND FIVE HUNDRED (2,500)** gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of **SIXTY FOUR THOUSAND EIGHT HUNDRED THIRTEEN (64,813)** gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of **SIXTY FOUR THOUSAND EIGHT HUNDRED THIRTEEN (64,813)**. Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.

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

#### V.

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

#### VI.

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

#### VII.

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

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

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

IX.

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

X.

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

ENTERED INTO effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Signature of Company's Authorized Representative

Printed Name: Iván Zapata

Company Representative's Title: Development Associate

Company's Address:

5858 W. BETHLEHEM # 800  
Houston, TX 77057

ATTEST:

CITY OF LA PORTE

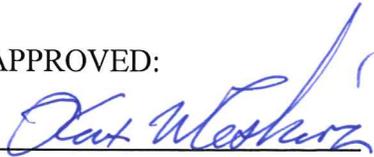
---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:



---

Knox W. Askins  
City Attorney

---

Corby D. Alexander  
City Manager

**EXHIBIT “A”**  
to Sanitary Sewer Service Agreement

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

**Additional Requirements of COMPANY:**

N/A

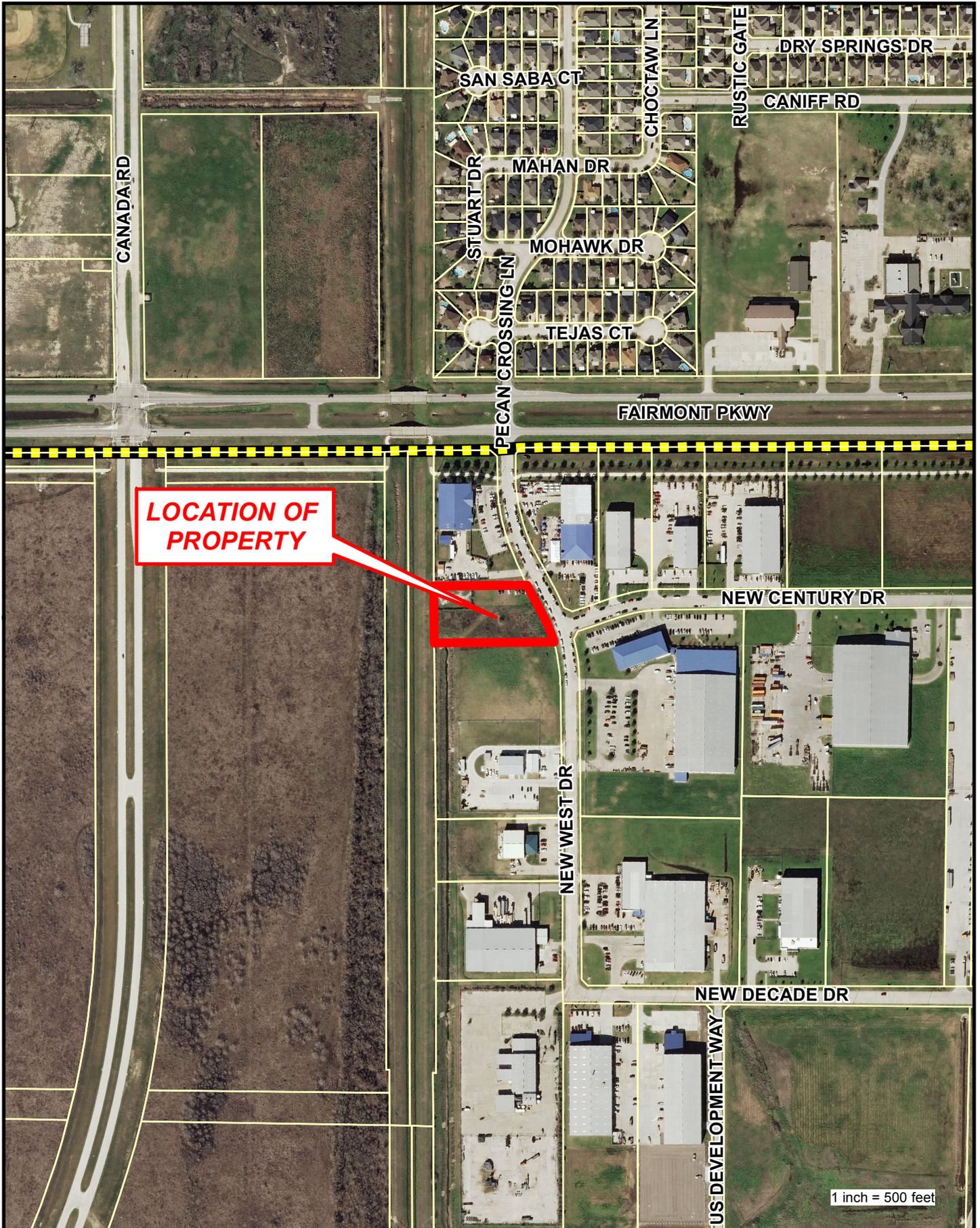
**Initial for Approval:**

CITY APPROVAL: N/A

COMPANY APPROVAL: N/A

# AREA MAP

(4130 NEW WEST DR.)



**LOCATION OF  
PROPERTY**

1 inch = 500 feet

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>T. Tietjens</u>	Source of Funds: <u>N/A</u>
Department: <u>Planning &amp; Development</u>	Account Number: <u>N/A</u>
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> YES <input checked="" type="radio"/> NO

**Attachments :**

- 1. Ordinance**
- 2. Water Service Agreement**
- 3. Sanitary Sewer Service Agreement**
- 4. Area Map**

---

### SUMMARY & RECOMMENDATIONS

GSL Partners Sub 51, LLC has approached the City for water and sanitary sewer service to its development at 9655 New Century Dr. in the Bayport Industrial District (see Area Map). GSL Partners Sub 51, LLC is constructing a 20,000 square foot spec development on this site which will potentially employ up to 50 full-time positions.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. The subject tract has a current and valid IDA (2007-IDA-14) with the City. Administrative fees in the amount of \$5,000 for each agreement have been subsequently received from the company.

Based on GSL Partners Sub 51, LLC's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 2,500 gallons. Under the terms of the policy, GSL Partners Sub 51, LLC will pay one and one-half (1-1/2) times the City's current utility rate for service.

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

---

**Action Required of Council:**

Consider approval or other action of an ordinance or other action, authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with GSL Partners Sub 51, LLC for its development at 9655 New Century Dr. in the Bayport Industrial District.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

ORDINANCE NO. 2014-\_\_\_\_\_

AN ORDINANCE APPROVING AND AUTHORIZING A WATER SERVICE AGREEMENT AND A SANITARY SEWER SERVICE AGREEMENT BETWEEN THE CITY OF LA PORTE AND GSL PARTNERS SUB 51, LLC (9655 NEW CENTURY DR.), MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

**Section 1.** The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by the reference. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Manager is hereby authorized to execute said contact, agreement, or other undertaking described in the title of this ordinance.

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

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF LA PORTE

By: \_\_\_\_\_  
Louis R. Rigby  
Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

APPROVED:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS §

COUNTY OF HARRIS §

**CITY OF LA PORTE  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and **GSL PARTNERS SUB 51, LLC** located at **9655 NEW CENTURY DR.** hereinafter called "COMPANY".

I.

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

II.

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

III.

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

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

Number of Full-Time Employees on site	<b>50</b>
+ Number of Full-Time Contract Employees on site	<b>0</b>
= Total On-Site Full-Time Employees	<b>50</b>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<b>2,500</b>
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	<b>2,500</b>

## IV.

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

- (A) COMPANY shall pay to CITY a one-time administrative fee of **\$5,000**.
- (B) The total amount of potable water approved to COMPANY is established at **TWO THOUSAND FIVE HUNDRED (2,500)** gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of **SEVENTY SIX THOUSAND TWO HUNDRED FIFTY (76,250)** gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of **SEVENTY SIX THOUSAND TWO HUNDRED FIFTY (76,250)** gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of **SEVENTY SIX THOUSAND TWO HUNDRED FIFTY (76,250)** gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.

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

#### V.

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

#### VI.

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

#### VII.

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

VIII.

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

IX.

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

X.

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

ENTERED INTO effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Signature of Company's Authorized Representative

Printed Name: EVAY ZAPATA

Company Representative's Title: DEVELOPMENT ASSOCIATE

Company's Address:

5858 WESTHEIMER #800

HOUSTON, TX 77057

ATTEST:

CITY OF LA PORTE

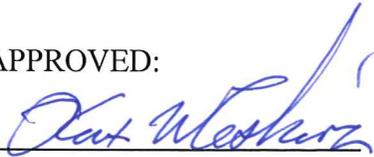
---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:



---

Knox W. Askins  
City Attorney

---

Corby D. Alexander  
City Manager

**EXHIBIT “A”**  
to Water Service Agreement

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

**Additional Requirements of COMPANY:**

N/A

**Initial for Approval:**

CITY APPROVAL: N/A

COMPANY APPROVAL: N/A

STATE OF TEXAS §

COUNTY OF HARRIS §

**CITY OF LA PORTE  
SANITARY SEWER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and **GSL PARTNERS SUB 51, LLC** located at **9655 NEW CENTURY DR.**, hereinafter called "COMPANY".

I.

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

II.

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

III.

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

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

Number of Employees on-site	<b>50</b>
Number of Contract Employees	<b>0</b>
Total on-site Employees	<b>50</b>
Sanitary Sewer Desired for Domestic Use (Total on-site x 50 gpd per employee)	<b>2,500</b>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	<b>2,500</b>

## IV.

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

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of **\$5,000.**
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at **TWO THOUSAND FIVE HUNDRED (2,500)** gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of **SIXTY FOUR THOUSAND EIGHT HUNDRED THIRTEEN (64,813)** gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of **SIXTY FOUR THOUSAND EIGHT HUNDRED THIRTEEN (64,813)**. Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.

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

#### V.

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

#### VI.

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

#### VII.

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

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

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

## IX.

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

## X.

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

ENTERED INTO effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



\_\_\_\_\_  
Signature of Company's Authorized Representative

Printed Name: Iván Zapata

Company Representative's Title: Development Associate

Company's Address:

5858 Westheimer # 800

Houston, TX 77057

ATTEST:

CITY OF LA PORTE

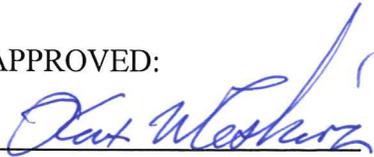
---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:



---

Knox W. Askins  
City Attorney

---

Corby D. Alexander  
City Manager

**EXHIBIT “A”**  
to Sanitary Sewer Service Agreement

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

**Additional Requirements of COMPANY:**

N/A

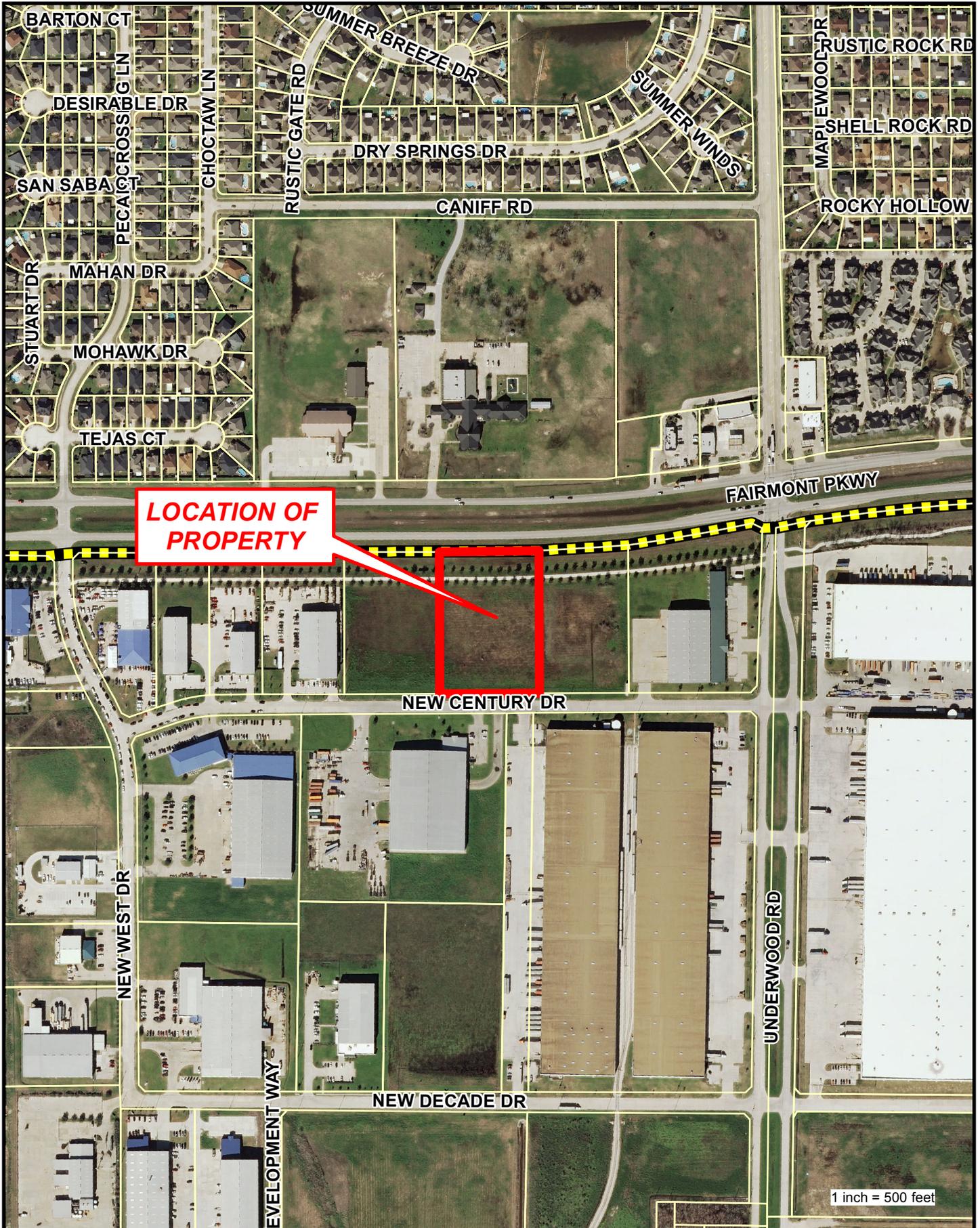
**Initial for Approval:**

CITY APPROVAL: N/A

COMPANY APPROVAL: N/A

# AREA MAP

(9655 NEW CENTURY DR.)



**LOCATION OF  
PROPERTY**

1 inch = 500 feet

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>T. Tietjens</u>	Source of Funds: <u>N/A</u>
Department: <u>Planning &amp; Development</u>	Account Number: <u>N/A</u>
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> YES <input checked="" type="radio"/> NO

**Attachments :**

- 1. Ordinance**
- 2. Deeds**
- 3. Area Map**

---

### SUMMARY & RECOMMENDATIONS

The City has received an application from Enterprise Products Operating, LLC to vacate, abandon and close the North 1<sup>st</sup> St. and North 2<sup>nd</sup> St. Rights-of-Way between North "L" St. and the Union Pacific Railroad. The reason for the company's request is to facilitate development of the Enterprise La Porte Substation which will supply power to the company's Morgan's Point Ethane Refrigeration and Loading Facility (see Area Map).

Staff's review of Enterprise Product's application has determined no City utilities are located within the closing areas. Centerpoint Energy, Comcast and AT&T have each reviewed the closing request and have issued letters of no objection.

Four (4) individual deeds drafted for the subject closings will convey the east ½ of the N. 1<sup>st</sup> St. Right-of-Way to Enterprise Products Operating, the west ½ of the N. 1<sup>st</sup> St. Right-of-Way to Houston Pipeline Company, the east ½ of the N. 2<sup>nd</sup> St. Right-of-Way to Enterprise Products Operating, and the west ½ of the N. 2<sup>nd</sup> St. Right-of-Way to the Port of Houston Authority.

In accordance with Section 62.35 of the Code of Ordinances, an independent appraisal has established a fair market value of \$1.50 per square foot for the subject rights-of-way. Closing fees in the amount of \$30,853.55 have subsequently been received by the City from the applicant for the North 1<sup>st</sup> St. Right-of-Way and the east ½ of the North 2<sup>nd</sup> St. Right-of-Way. The Port of Houston Authority (which is exempt from closing fees per Section 62.35, Paragraph C) will obtain the west ½ of the North 2<sup>nd</sup> St. Right-of-Way.

---

---

**Action Required of Council:**

Consider approval or other action of an ordinance or other action vacating, abandoning, and closing the North 1<sup>st</sup> St. and N. 2<sup>nd</sup> St. Rights-of-Way between North "L" St. and Union Pacific Railroad and authorizing the City Manager to execute deeds to the adjacent owners for the subject rights-of-way.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

ORDINANCE NO. 2014-\_\_\_\_\_

**AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE NORTH 1<sup>ST</sup> STREET AND NORTH 2<sup>ND</sup> STREET RIGHTS-OF-WAY, AND AUTHORIZING THE EXECUTION AND DELIVERY OF DEEDS TO THE ADJOINING LANDOWNERS, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

WHEREAS, the City Council of the City of La Porte has been requested by the record owners of the property abutting the hereinafter described North 1<sup>st</sup> Street and North 2<sup>nd</sup> Street Rights-of-Way; and,

WHEREAS, the City Council of the City of La Porte has determined and does hereby find, determine, and declare that the hereinafter described North 1<sup>st</sup> Street and North 2<sup>nd</sup> Street Rights-of-Way is not suitable, needed, or beneficial to the public as a public road, street, or alley, and the closing of hereinafter described North 1<sup>st</sup> Street and North 2<sup>nd</sup> Street Rights-of-Way is for the protection of the public and for the public interest and benefit, and that the hereinafter described North 1<sup>st</sup> Street and North 2<sup>nd</sup> Street Rights-of-Way should be vacated, abandoned, and permanently closed.

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

**Section 1.** Under and by virtue of the power granted to the City of La Porte under its home rule charter and Chapter 253, Section 253.001, Texas Local Government Code, the hereinafter described North 1<sup>st</sup> Street and North 2<sup>nd</sup> Street Rights-of-Way is hereby permanently vacated, abandoned, and closed by the City of La Porte, being generally illustrated on Exhibit "A" and Exhibit "B" incorporated herein, and further described to wit:

**ORIGINAL**

**TRACT ONE – NORTH 1<sup>ST</sup> STREET RIGHT-OF-WAY:**

BEGINNING at a 1 inch iron pipe found marking the intersection of the west right-of-way line of First Street and north right-of-way line of North "L" Street (80' wide right-of-way) as shown on said Nebraska Syndicate Map and being the southeast corner of a called 0.3596 acre tract described in the deed to Houston Pipeline Company recorded in Vol. 7279, Pg. 367, of the Deed Records of Harris County, Texas, and also being the southwest corner and the "POINT OF BEGINNING" (P.O.B.) of the tract described herein;

THENCE, North 03 degrees, 07 minutes, 52 seconds West with the west right-of-way line of said North 1<sup>st</sup> Street and the east property line of said 0.3596 acre tract, a distance of 277.51' to a found 1 inch iron pipe, on the south right-of-way line of the Southern Pacific Railroad (100' wide Right-of-Way as shown on said Nebraska Syndicate Subdivision map), marking the northeast corner of said 0.3596 acre tract, and also being the northwest corner of the tract described herein;

THENCE, South 72 degrees, 54 minutes, 29 seconds East with the south right-of-way line of said Southern Pacific Railroad, a distance of 63.94' to a ½ inch iron rod found marking the northwest corner of a called 1.260 acre tract described as Parcel 'D' in the deed to Enterprise Products Operating, L.P. recorded in File Number Y141855, Document Number 200728407 of the Official Public Records of Real Property of Harris County, Texas, and also being the northeast corner of the tract described herein;

THENCE, South 03 degrees, 07 minutes, 52 seconds East with the east right-of-way line of said North 1st Street and the west property of said 1.260 acre tract, a distance of 255.34' to a set ½ inch iron rod with cap stamped "MPH" marking the southwest corner of said 1.260 acre tract on the north right-of-way line of said North "L" Street, and also being the southeast corner of the tract described herein;

THENCE, South 86 degrees, 48 minutes, 36 seconds West with the north right-of-way line of said North "L" Street, a distance of 60.00' to the "POINT OF BEGINNING" (P.O.B.), describing 0.3670 acres, more or less.

**TRACT TWO – NORTH 2<sup>ND</sup> STREET RIGHT-OF-WAY:**

BEGINNING at a set ½ inch iron rod with cap stamped “MPH” marking the intersection of the west right-of-way line of North 2nd Street and the north right-of-way line of North “L” Street (80’ Wide Right-of-Way) as shown on the Nebraska Syndicate Subdivision Map and being the southeast corner of the remainder of Lot 25, of Nebraska Syndicate Subdivision described as Parcel Two in the deed to Harris County Ship Channel Navigation District, recorded in Vol. 2272, Pg. 473 of the Deed Records of Harris County, Texas, and also being the southwest corner and the “POINT OF BEGINNING” (P.O.B.) of the tract described herein;

THENCE, North 03 degrees, 07 minutes, 52 seconds West with the west right-of-way line of said North 2<sup>nd</sup> Street and the east property line of said Parcel Two, a distance of 397.96’ to a set ½ inch iron rod with cap stamped “MPH” on the south right-of-way line of the Southern Pacific Railroad (100’ wide Right-of-Way as shown on Nebraska Syndicate Subdivision Map), marking the northeast corner of said Parcel Two, and also being the northwest corner of the tract described herein;

THENCE, South 72 degrees, 54 minutes, 29 seconds East with the south right-of-way line of said Southern Pacific Railroad, a distance of 63.94’ to a set ½ inch iron rod with cap stamped “MPH” marking the northwest corner of a called 1.597 acre tract described in the deed to Enterprise Products Operating L.P., recorded in File Number Y141855, Document Number 200728407 of the Official Public Records of Real Property of Harris County, Texas, and also being the northeast corner of the tract described herein;

THENCE, South 03 degrees, 07 minutes, 52 seconds East with the east right of way line of said North 2nd Street and the west property line of said 1.597 acre tract, a distance of 375.80’ to a 1 inch iron pipe found marking the southwest corner of the tract described herein;

THENCE, South 86 degrees, 48 minutes, 36 seconds West with the north right-of-way line of said North “L” Street, a distance of 60.00’ to the “POINT OF BEGINNING” (P.O.B.), describing a 0.5329 acres, more or less.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

CITY OF LA PORTE

By:

\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

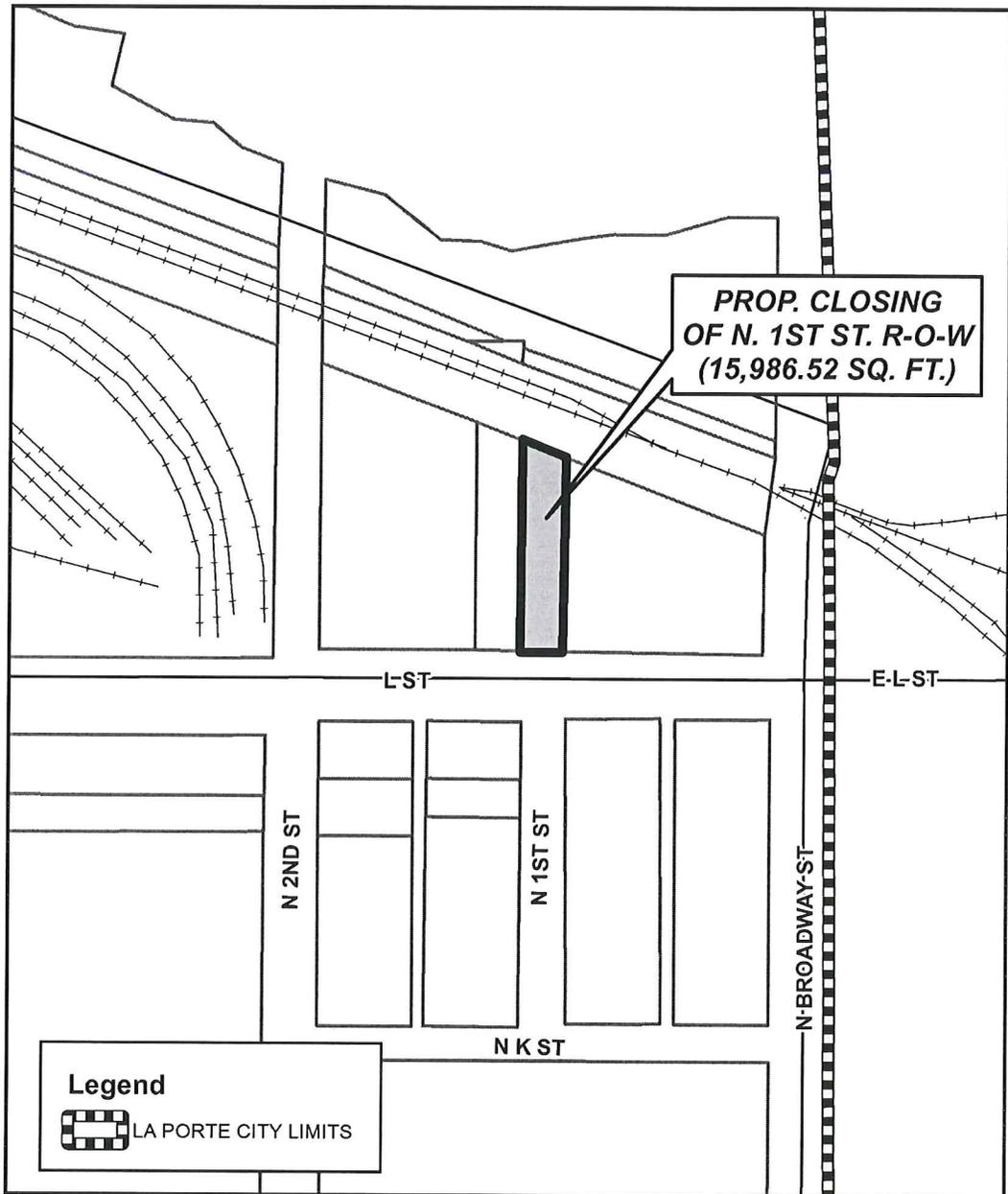
  
\_\_\_\_\_  
Knox W. Askins, City Attorney

ORIGINAL

# EXHIBIT 'A' to ORDINANCE



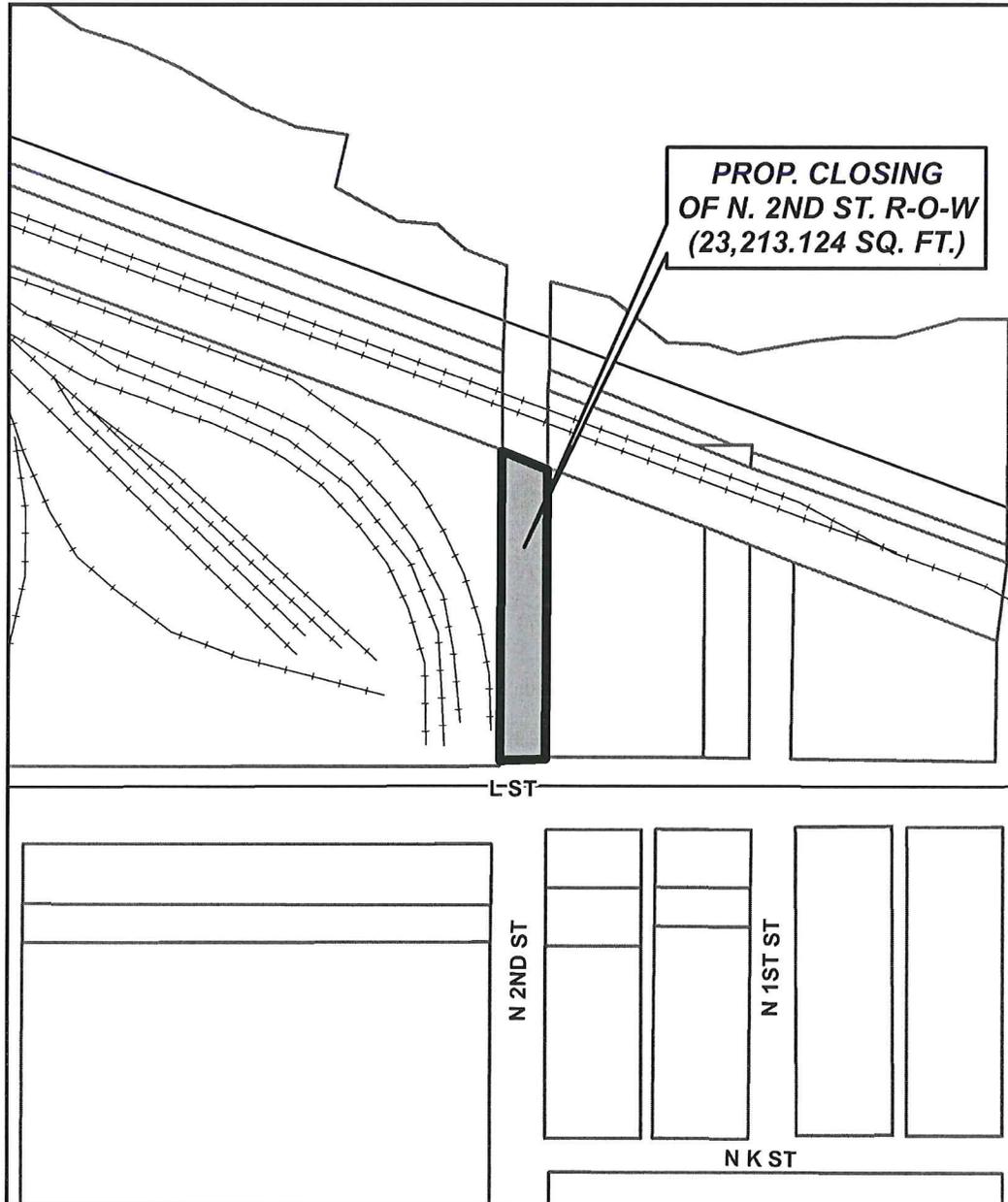
NOT TO SCALE



# EXHIBIT 'B' to ORDINANCE



NOT TO SCALE



## DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: December 8, 2014

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Enterprise Products Operating, L.L.C.

Mailing Address: 12450 Highway 3, Webster, TX 77598

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

The East 1/2 of North 1<sup>st</sup> Street Right-of-Way, being generally illustrated on Exhibit "B" incorporated by reference herein, and further described by metes and bounds on Exhibit "A", incorporated by reference herein, containing a total of \_\_\_\_\_ square feet, which Street Right-of-Way was vacated, abandoned, and closed by City of La Porte Ordinance No. 2014-\_\_\_\_\_, passed and approved by the City Council of the City of La Porte on December 8, 2014.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

City of La Porte

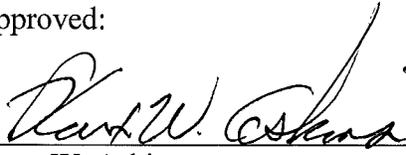
By:

\_\_\_\_\_  
Corby D. Alexander  
City Manager

Attest:

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2014, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

ORIGINAL

EXHIBIT "A"  
**(EAST ½ OF NORTH 1<sup>ST</sup> ST. R-O-W)**

BEGINNING at a point at the intersection of the north line of North "L" Street (80' R-O-W) and the east line of North 1<sup>st</sup> Street (60' R-O-W);

THENCE in a northerly direction along the east line of said North 1<sup>st</sup> Street Right-of-Way to its intersection with the south line of the Union Pacific Railroad Right-of-Way (100' wide);

THENCE in a northwesterly direction along the south line of said Union Pacific Railroad Right-of-Way to its intersection with the centerline of said North 1<sup>st</sup> Street Right-of-Way;

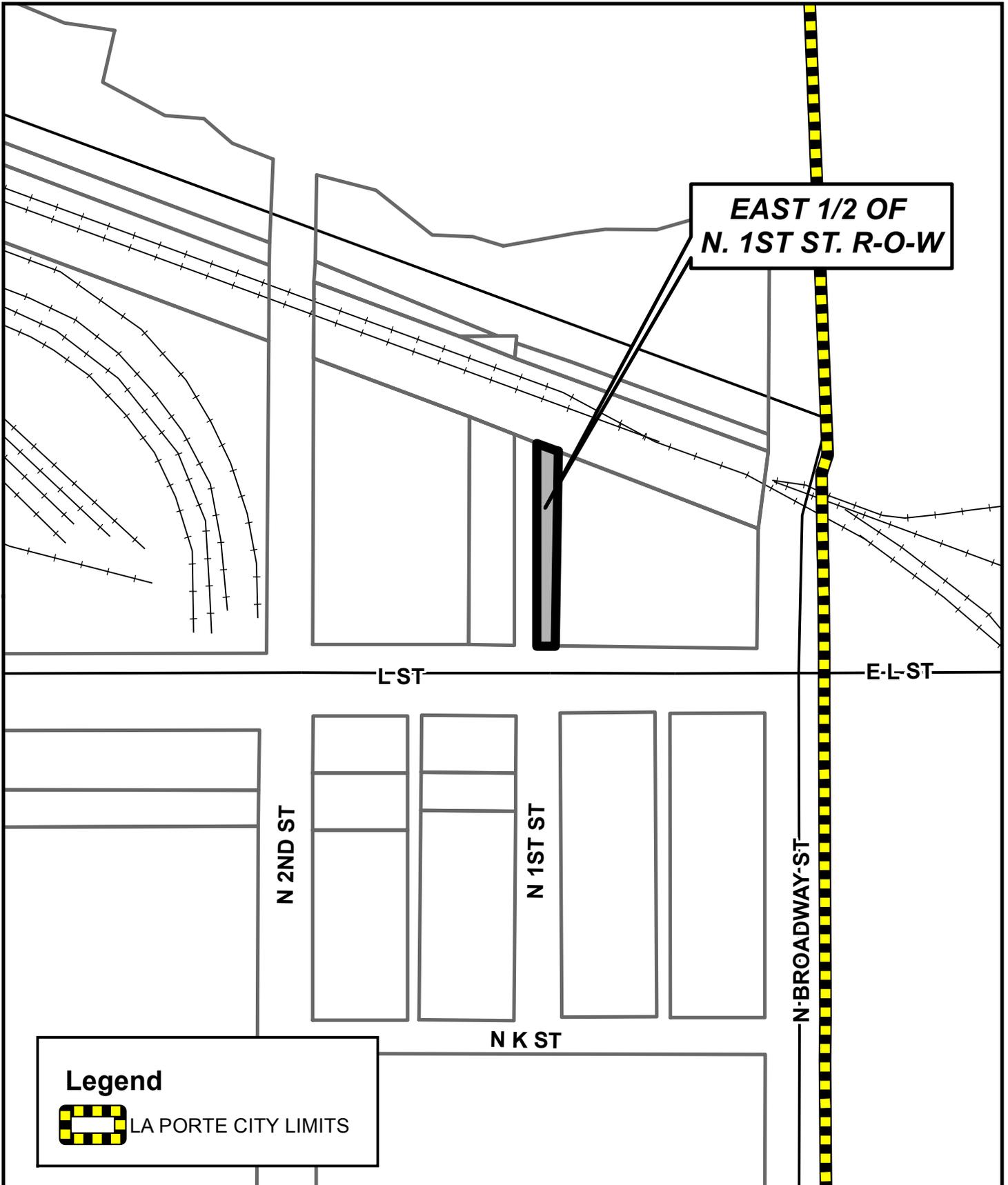
THENCE in a southerly direction along the centerline of the North 1<sup>st</sup> Street Right-of-Way to its intersection with the north line of the North "L" Street Right-of-Way;

THENCE in an easterly direction along the north line of the North "L" Street Right-of-Way to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT 'B'



NOT TO SCALE



**DEED WITHOUT WARRANTY**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: December 8, 2014

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Houston Pipe Line Co.

Mailing Address: 800 E. SONTERRA BLVD., STE. 400, SAN ANTONIO, TX  
78258-3941

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

The West 1/2 of North 1<sup>st</sup> Street Right-of-Way, being generally illustrated on Exhibit "B" incorporated by reference herein, and further described by metes and bounds on Exhibit "A", incorporated by reference herein, containing a total of \_\_\_\_\_ square feet, which Street Right-of-Way was vacated, abandoned, and closed by City of La Porte Ordinance No. 2014-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on December 8, 2014.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

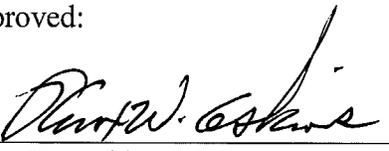
Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

City of La Porte

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Attest:

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

Approved:  
  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2014, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

ORIGINAL

**EXHIBIT "A"**  
**(WEST ½ of NORTH 1<sup>st</sup> ST. R-O-W)**

BEGINNING at a point at the intersection of the north line of North "L" Street (80' R-O-W) and the west line of the North 1<sup>st</sup> Street (60' R-O-W);

THENCE in a northerly direction along the west line of said North 1<sup>st</sup> Street to its intersection with the south line of the Union Pacific Railroad (100' wide);

THENCE in a southeasterly direction along the south line of said Union Pacific Railroad to its intersection with the east line of said North 1<sup>st</sup> Street;

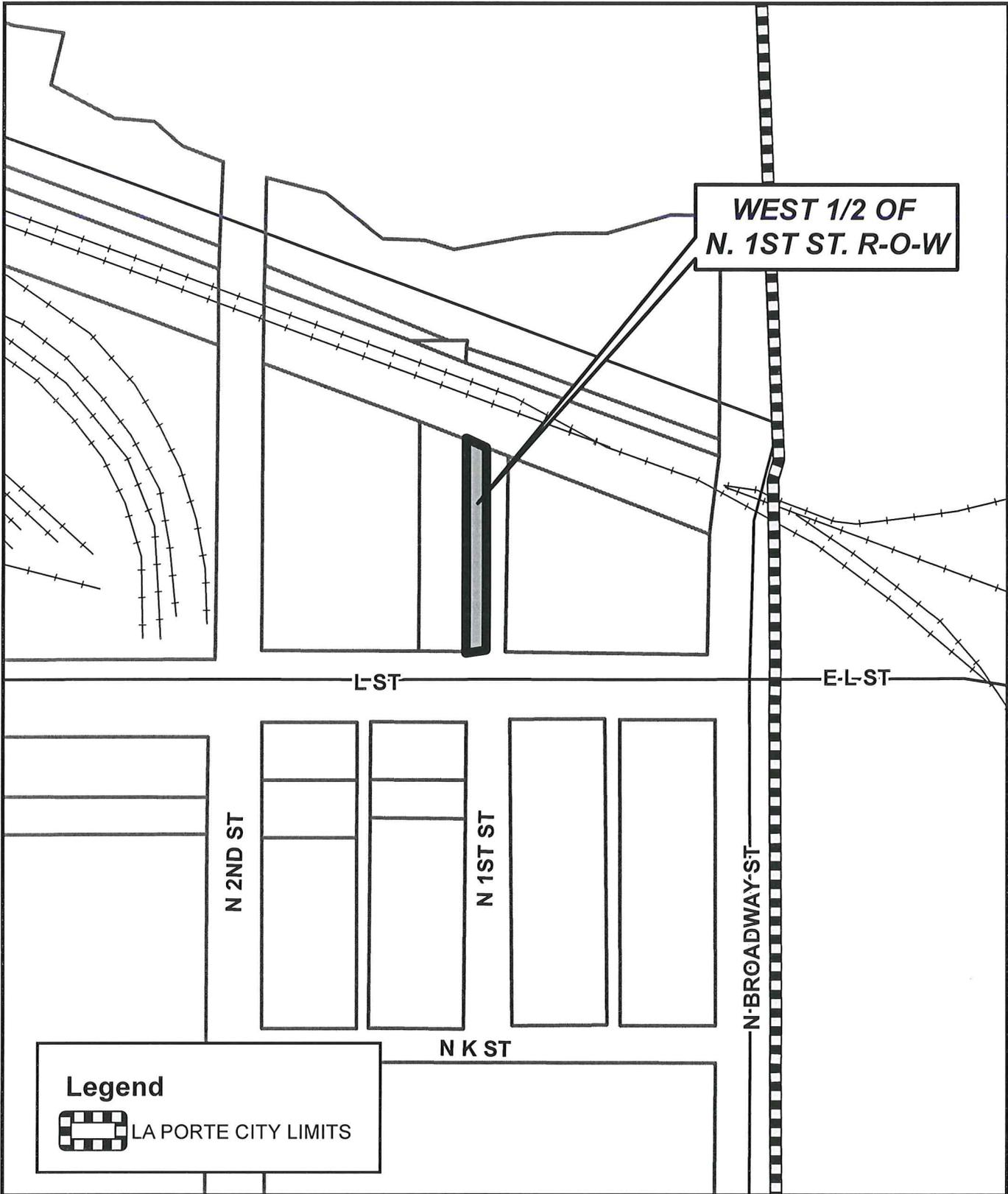
THENCE in a southerly direction along the east line of said North 1<sup>st</sup> Street to its intersection with the north line of said North "L" Street;

THENCE in a westerly direction along the north line of said North "L" Street to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT 'B'



NOT TO SCALE



ORIGINAL

**DEED WITHOUT WARRANTY**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: December 8, 2014

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Enterprise Products Operating, L.L.C.

Mailing Address: 12450 Highway 3, Webster, TX 77598

Consideration: Ten and No/100 Dollars (\$10.00) cash and other good and valuable considerations

Property (including any improvements):

The East 1/2 of North 2<sup>nd</sup> Street Right-of-Way, being generally illustrated on Exhibit "B" incorporated by reference herein, and further described by metes and bounds on Exhibit "A", incorporated by reference herein, containing a total of \_\_\_\_\_) square feet, which Street Right-of-Way was vacated, abandoned, and closed by City of La Porte Ordinance No. 2014-\_\_\_\_\_, passed and approved by the City Council of the City of La Porte on December 8, 2014.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

City of La Porte

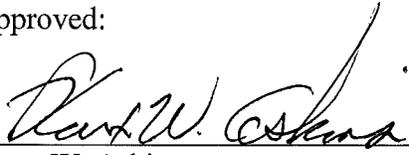
By:

\_\_\_\_\_  
Corby D. Alexander  
City Manager

Attest:

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2014, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

ORIGINAL

**EXHIBIT "A"**  
**(East ½ OF NORTH 2ND ST. R-O-W)**

BEGINNING at the intersection of the north line of North "L" Street (80' R-O-W) and the east line of North 2<sup>nd</sup> Street (60' R-O-W);

THENCE in a northerly direction along the east line of said North 2<sup>nd</sup> Street to its intersection with the south line of the Union Pacific Railroad (100' R-O-W);

THENCE in a northwesterly direction along the south line of said Union Pacific Railroad to its intersection with the centerline line of said North 2<sup>nd</sup> Street;

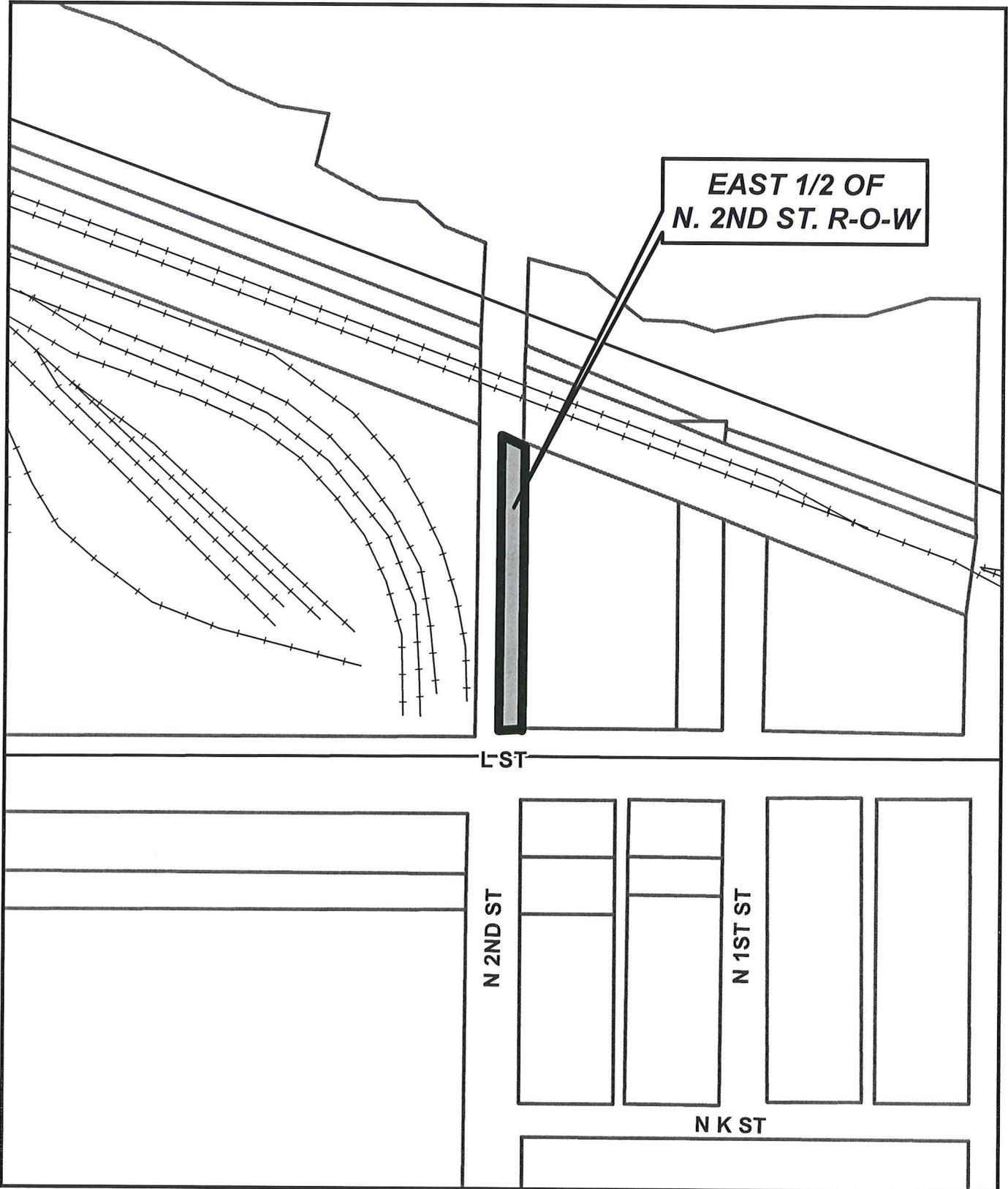
THENCE in a southerly direction along the centerline of said North 2<sup>nd</sup> Street to its intersection with the north line said North "L" Street;

THENCE in an easterly direction along the north line of North "L" Street to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT 'B'



NOT TO SCALE



ORIGINAL

## DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: December 8, 2014

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Port of Houston Authority

Mailing Address: 111 EAST LOOP NORTH, HOUSTON, TX 77029-4326

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

The West 1/2 of North 2<sup>nd</sup> Street Right-of-Way, being generally illustrated on Exhibit "B" incorporated by reference herein, and further described by metes and bounds on Exhibit "A", incorporated by reference herein, containing a total of \_\_\_\_\_ square feet, which Street Right-of-Way was vacated, abandoned, and closed by City of La Porte Ordinance No. 2014-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on December 8, 2014.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

ORIGINAL

City of La Porte

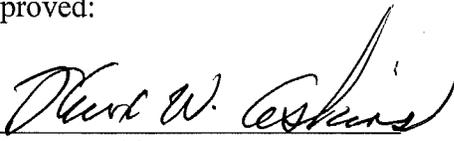
By:

\_\_\_\_\_  
Corby D. Alexander  
City Manager

Attest:

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
                                      §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2014, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

ORIGINAL

**EXHIBIT "A"**  
**(WEST ½ OF NORTH 2<sup>ND</sup> ST. R-O-W)**

BEGINNING at intersection of the north line of North "L" Street (80' R-O-W) and the west line of North 2<sup>nd</sup> Street (60' R-O-W);

THENCE in a northerly direction along the west line of said North 2<sup>nd</sup> Street to its intersection with the south line of the Union Pacific Railroad (100' R-O-W);

THENCE in a southeasterly direction along the south line of said Union Pacific Railroad to its intersection with the centerline of said North 2<sup>nd</sup> Street;

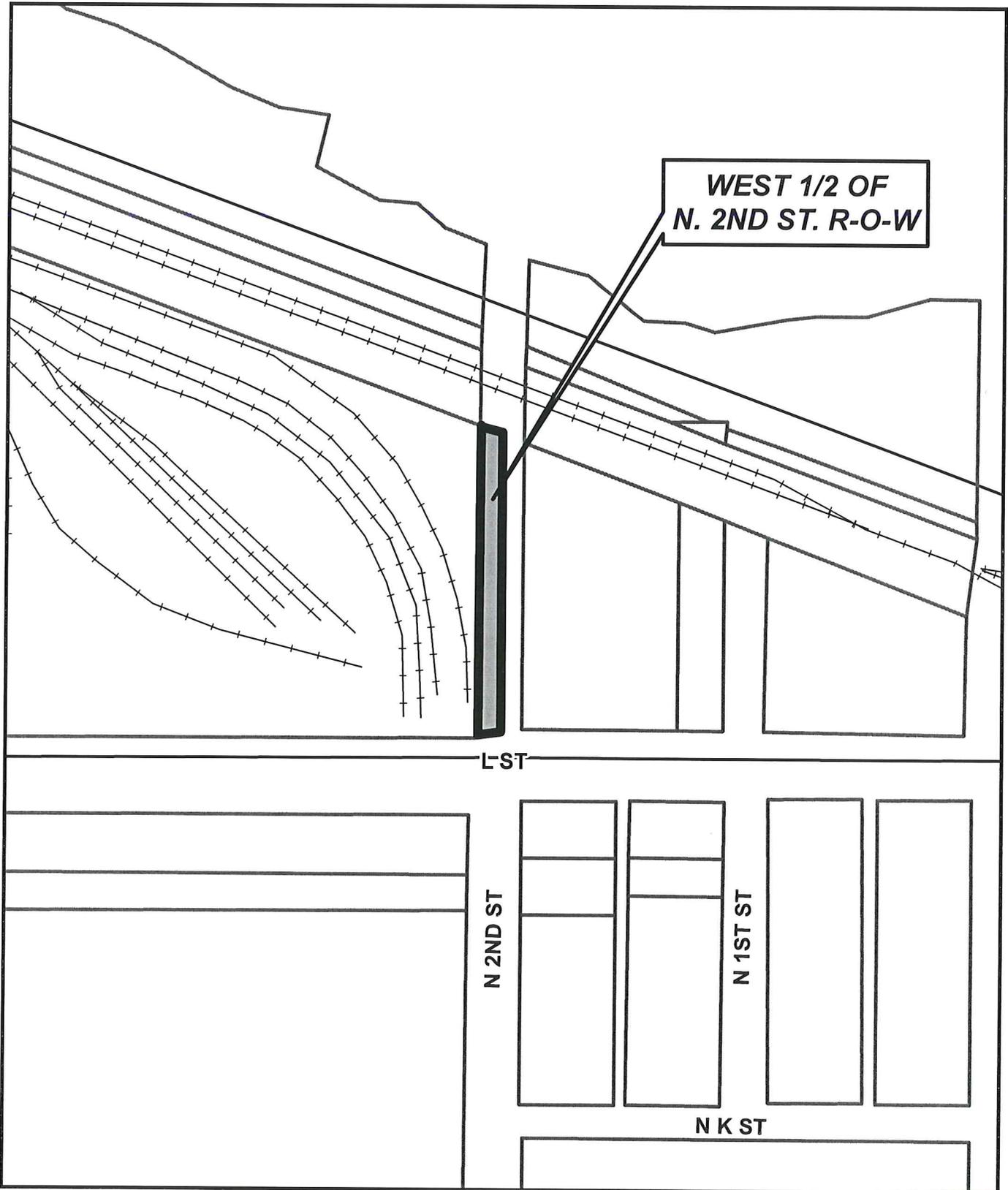
THENCE in a southerly direction along the centerline of said North 2<sup>nd</sup> Street to its intersection with the north line of said North "L" Street;

THENCE in a westerly direction along the north line of said North "L" Street to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT 'B'



NOT TO SCALE

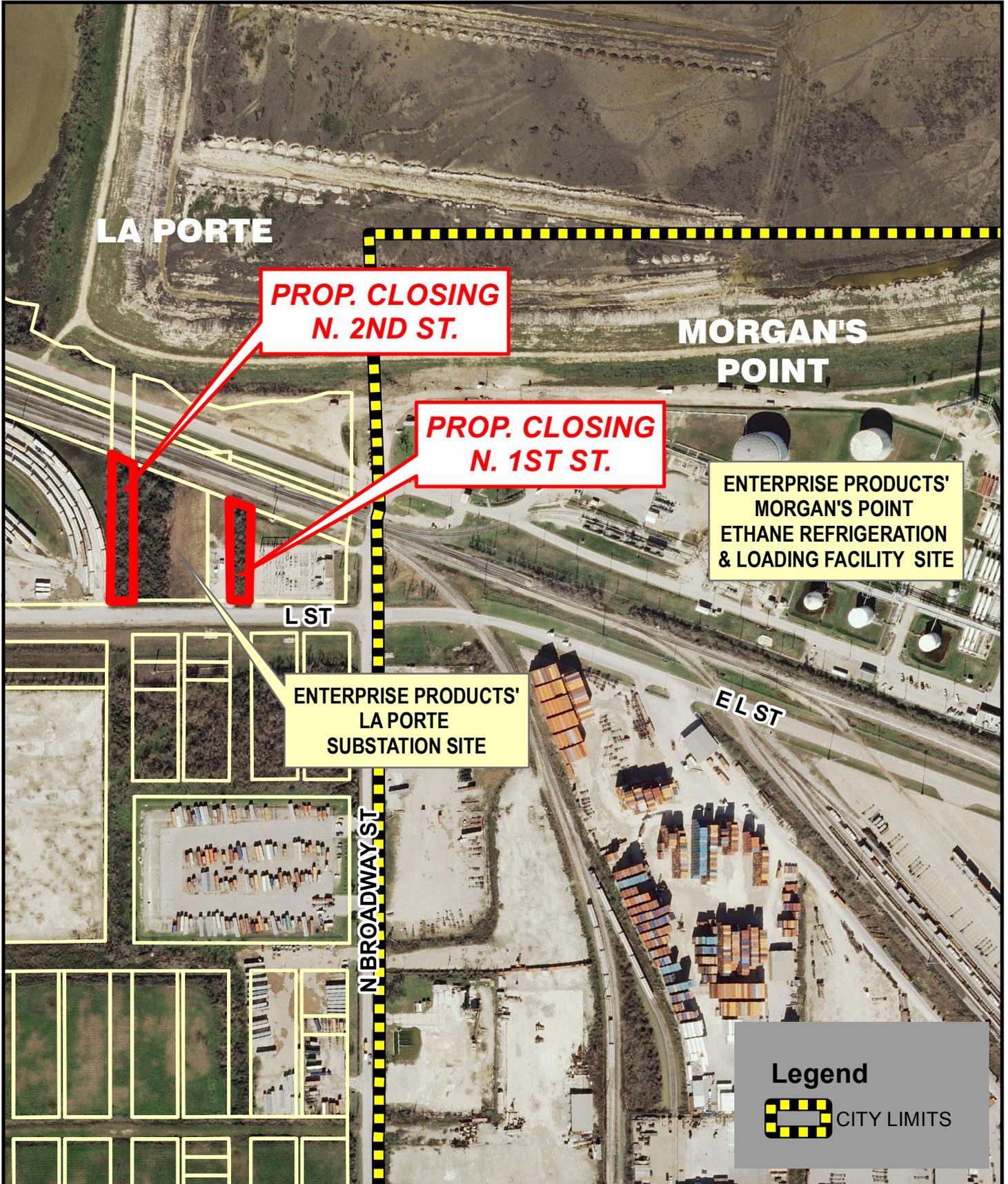


ORIGINAL

# AREA MAP



NOT TO SCALE



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>December 8, 2014</u>	<u>Appropriation</u>
Requested By:	<u>J. Suggs</u>	Source of Funds: <u>N/A</u>
Department:	<u>Emergency Management</u>	Account Number: <u>N/A</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>		Amount Requested: <u>N/A</u>
		Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

### Attachments :

1. Bidder's List
2. Bid Tabulation
3. Pricing Sheet

---

### SUMMARY & RECOMMENDATIONS

Following a disaster such as a hurricane, there will be an immediate need for debris removal services. The City currently has agreements in place for such services. The agreements have historically been for a term of five (5) years. The last RFP for debris removal services was conducted in 2009. Therefore, the current agreements will expire in the near future.

The City has a FEMA-approved Debris Management Plan in place, which recognizes the need for pre-qualified contractors to assist with debris removal services following a disaster. In the aftermath of such a disaster, the City will likely seek reimbursement through the FEMA Public Assistance Program. Costs associated with debris management services may be eligible for reimbursement. The Sandy Recovery Improvement Act of 2013 permits financial incentives for applicants who have at least one pre-qualified debris contractor. Therefore, it is in the best interest of the City to have a debris removal agreement in place prior to a disaster. This RFP will not be utilized unless needed following a disaster that requires debris removal throughout the City of La Porte.

Advertised, Sealed Requests for Proposals #14504 – Debris Removal were opened and read on October 21, 2014. Solicitation requests were advertised in the Bay Area Observer (10/2, 10/9) and posted on the City of La Porte website with seven (7) vendors responding. One proposal was deemed non-responsive due to required information not being submitted. The RFP allows for award to a primary vendor and two backup vendors.

Copies of the returned proposals were sent to the Evaluation Committee for review. The team, two members from Office of Emergency Management and two from Public Works, evaluated the proposals based on the criteria stated within each section of the RFP. Staff determined TAG Grinding as the top respondent, with Ceres Environmental and Phillips and Jordan as backup vendors. Tag Grinding has no contracts locally. This will give La

Porte preferential treatment should we need to activate our contract. Other respondents have had poor past service with La Porte or too many local contracts near La Porte which could hamper our return to normalcy. We have had this issue in the past with other vendors. We feel TAG Grinding can remove the appropriate amount of debris in our 30, 60 and 90 day plan that would benefit the City and allow our citizens to return to their normal routines.

The evaluation team recommends award of RFP #14504 – Debris Removal as follows:

Primary: TAG Grinding

Backup: Ceres Environmental

Backup: Phillips and Jordan

---

**Action Required of Council:**

Consider approval or other action to award RFP #14504 for Debris Removal to TAG Grinding, designated as the Primary vendor and Ceres Environmental and Phillips and Jordan designated as Backups.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

**Access Report**

Agency

Bid Number

Bid Title

City of La Porte (TX)

14504

Debris Removal

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
AshBritt, Inc.	2014-10-03 09:25 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
Phillips and Jordan, Inc	2014-10-03 08:16 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
CrowderGulf	2014-10-03 10:06 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
Aziaa Corp	2014-10-08 03:19 PM CDT	#14504 Debris Removal FINAL.pdf□
General Site Services	2014-10-19 09:43 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
Ceres Environmental Services, Inc	2014-10-06 08:45 AM CDT	#14504 Debris Removal FINAL.pdf□
Graham County Land Company, L	2014-10-14 02:38 PM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
Perkens WS Corporation	2014-10-07 01:42 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
The Blue Book Building & Constru	2014-10-03 01:13 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
Bidtool	2014-10-03 03:36 AM CDT	#14504 Debris Removal FINAL.pdf□
WE-DO JUNK and RECYCLING,L	2014-10-09 09:19 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
Bergeron Emergency Services, Inc	2014-10-03 07:50 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
THE DRC GROUP	2014-10-08 01:16 PM CDT	#14504 Debris Removal FINAL.pdf□
DRC Emergency Services	2014-10-16 08:10 AM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
TFR Enterprises, Inc	2014-10-03 02:13 PM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
L&L Supplies	2014-10-15 02:24 PM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□
D&J Trash Out Services	2014-10-07 09:49 AM CDT	#14504 Debris Removal FINAL.pdf□
Public Works	2014-10-14 08:36 AM CDT	#14504 Debris Removal FINAL.pdf□
Santee Modular Homes, Inc	2014-10-15 01:33 PM CDT	Addendum #1 to 14504 Debris Removal.docx.pdf#14504 Debris Removal FINAL.pdf□

**FINAL EVALUATION WORKSHEET-RFP 14504 DEBRIS REMOVAL**

<b>CRITERIA</b>		<b>Phillps &amp; Jordan</b>	<b>TAG Grinding Service</b>	<b>Ceres</b>	<b>Crowder Gulf</b>	<b>DRC Emergency Services</b>	<b>Ashbrit Environmental</b>
<b>Past performance or past relationship with the City of La Porte</b>	<b>20%</b>	7	5	5.8	4.6	3.6	4.6
<b>References from past projects of similar scope and size</b>	<b>20%</b>	7.2	5.8	5.2	4	4.4	4.8
<b>Experience, references and qualificaitons of key personnel</b>	<b>20%</b>	7	5.4	5.6	4.6	4.2	4.8
<b>Price</b>	<b>40%</b>	7.2	13.2	12	12.8	7.6	6.4
<b>Final Score/Result</b>		<b>28.4</b>	<b>29.4</b>	<b>28.6</b>	<b>26</b>	<b>19.8</b>	<b>20.6</b>

The evaluation team consisted of a representatives from Emergency Management and Public Works

**Pricing Proposal to RFP #14504 - Debris Removal**

				CrowderGulf		TAG Grinding Svcs		Ceres Environmental		DRC Emergency Svcs, LLC		AshBritt Environmental		Phillips & Jordan, Inc.	
Item No.	Description	QTY	UOM	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Removal & hauling vegetative debris as per 5.2.1.1	250,000	CY	7.4	\$1,850,000.00	7.15	\$1,787,500.00	8.98	\$2,245,000.00	6.86	\$1,715,000.00	7.5	\$1,875,000.00	7.25	\$1,812,500.00
2	Site management & reduction of vegetative debris by grinding as per 5.2.1.2	250,000	CY	2.7	\$675,000.00	2.5	\$625,000.00	2.24	\$560,000.00	3.1	\$775,000.00	3.95	\$987,500.00	3.25	\$812,500.00
3	Site management & reduction of vegetative debris by burning as per 5.1.2.3	250,000	CY	1.75	\$437,500.00	2.1	\$525,000.00	1.24	\$310,000.00	3.05	\$762,500.00	3.75	\$937,500.00	3	\$750,000.00
4	Loading & hauling of vegetative debris reduced by grinding as per 5.2.1.4	60,000	CY	3.25	\$195,000.00	3.5	\$210,000.00	3.8	\$228,000.00	3.43	\$205,800.00	4.75	\$285,000.00	5	\$300,000.00
5	Loading & hauling of vegetative debris reduced by burning as per 5.2.1.5	25,000	CY	6	\$150,000.00	3.5	\$87,500.00	3.8	\$95,000.00	3.43	\$85,750.00	5.75	\$143,750.00	5	\$125,000.00
8	Removal & hauling of C&D Debris as per 5.2.1.8	200,000	CY	8	\$1,600,000.00	7.25	\$1,450,000.00	7.49	\$1,498,000.00	7.86	\$1,572,000.00	7.5	\$1,500,000.00	8.25	\$1,650,000.00
	<b>Total</b>				<b>\$4,907,500.00</b>		<b>\$4,685,000.00</b>		<b>\$4,936,000.00</b>		<b>\$5,116,050.00</b>		<b>\$5,728,750.00</b>		<b>\$5,450,000.00</b>
10	Removal of hazardous hanging limbs as per 5.2.1.10	5,000	TREES	70	\$350,000.00	58	\$290,000.00	70	\$350,000.00	85	\$425,000.00	105	\$525,000.00	90	\$450,000.00
11	removal of hazardous leaning trees, over 6 & up to 12" in diameter as per 5.2.1.11	250	TREES	30	\$7,500.00	75	\$18,750.00	95	\$23,750.00	65	\$16,250.00	95	\$23,750.00	10	\$2,500.00
11.1	Removal of hazardous leaning trees, over 12 & up to 24" in diameter as per 5.2.1.11	100	TREES	100	\$10,000.00	125	\$12,500.00	300	\$30,000.00	110	\$11,000.00	145	\$14,500.00	25	\$2,500.00
11.2	Removal of hazardous leaning trees, over 24 & up to 36" in diameter as per 5.2.2.11	50	TREES	200	\$10,000.00	200	\$10,000.00	350	\$17,500.00	170	\$8,500.00	195	\$9,750.00	75	\$3,750.00
11.3	Removal of hazardous leaning trees, over 36 inches in diameter as per 5.2.2.11	10	TREES	275	\$2,750.00	350	\$3,500.00	450	\$4,500.00	360	\$3,600.00	295	\$2,950.00	150	\$1,500.00
	<b>Total</b>				<b>\$380,250.00</b>		<b>\$334,750.00</b>		<b>\$425,750.00</b>		<b>\$464,350.00</b>		<b>\$575,950.00</b>		<b>\$460,250.00</b>
12	Asbestos containing material (ACM) as per 5.2.1.12	10,000	CY	39	\$390,000.00	95	\$950,000.00	15	\$150,000.00	38.42	\$384,200.00	25	\$250,000.00	42	\$420,000.00
13	White goods as per 5.2.1.13	1,000	ea	49	\$49,000.00	42	\$42,000.00	45	\$45,000.00	100	\$100,000.00	90	\$90,000.00	95	\$95,000.00
14	Electronics waste as per 5.2.1.14	2,000	CY	30	\$60,000.00	6.5	\$13,000.00	25	\$50,000.00	22.5	\$45,000.00	65	\$130,000.00	10	\$20,000.00
15	Portland cement concrete as per 5.2.1.15	10,000	CY	9	\$90,000.00	19	\$190,000.00	10	\$100,000.00	17	\$170,000.00	18	\$180,000.00	9	\$90,000.00
16	Household hazardous waste as per 5.2.1.16	1,000	CY	5	\$5,000.00	45	\$45,000.00	25	\$25,000.00	4.95	\$4,950.00	55	\$55,000.00	10	\$10,000.00
17	Lawnmowers & equipment with small engines as per 5.2.1.17	500	ea	30	\$15,000.00	6.5	\$3,250.00	25	\$12,500.00	45	\$22,500.00	65	\$32,500.00	10	\$5,000.00
18	Abandoned tires as per 5.2.1.18	1,000	ea	7	\$7,000.00	5	\$5,000.00	12	\$12,000.00	50	\$50,000.00	10	\$10,000.00	20	\$20,000.00
	<b>Total</b>				<b>\$616,000.00</b>		<b>\$1,248,250.00</b>		<b>\$394,500.00</b>		<b>\$776,650.00</b>		<b>\$747,500.00</b>		<b>\$660,000.00</b>
	<b>Grand Totals</b>				<b>\$5,903,750.00</b>		<b>\$6,268,000.00</b>		<b>\$5,756,250.00</b>		<b>\$6,357,050.00</b>		<b>\$7,052,200.00</b>		<b>\$6,570,250.00</b>
	<b>Cubic Yards removed within 30 days</b>				<b>350,000</b>		<b>350,000</b>		<b>200,000</b>		<b>1,400,000</b>		<b>225,000</b>		<b>1,000,000</b>
	<b>Cubic Yards removed within 60 days</b>				<b>700,000</b>		<b>1,000,000</b>		<b>500,000</b>		<b>3,100,000</b>		<b>400,000</b>		<b>3,000,000</b>
	<b>Cubic Yards removed within 90 days</b>				<b>150,000</b>		<b>2,000,000</b>		<b>1,000,000</b>		<b>5,000,000</b>		<b>500,000</b>		<b>7,000,000</b>

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	December 8, 2014		<u>Appropriation</u>
Requested By:	D. Mick	Source of Funds:	Motor Pool/Grant
Department:	Public Works	Account Number:	Various 009/032
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/>	Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$340,882.00</u>
Other: <input type="radio"/>			Amount Requested: <u>\$300,754.00</u>
<b>Attachments :</b>			Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

1. Summary of Vehicle Replacement
2. Texas BuyBoard Worksheets

### SUMMARY & RECOMMENDATIONS

Competitive quotes were received through Texas BuyBoard, a local government purchasing cooperative, for replacement sedans and two sport utility vehicles with seven sport utility vehicles, replacement of three sedans and one additional sedan.

VENDOR	BUDGET ITEM	BUDGETED	BID
Caldwell Country	2 – SUV’s	63,459.00	58,776.00
	5 – Full Size Sedans	146,967.00	145,840.00
Grapevine Dodge	4 – Full Size Sedans	130,456.00 <sup>1,2</sup>	96,138.00 <sup>3</sup>
<b>TOTAL</b>		<b>340,882.00<sup>1,2</sup></b>	<b>300,754.00</b>

<sup>1</sup> One vehicle totaled in a collision after budget approved. The current funding of \$31,706.00 paid by the department in lieu of the insurance of the at-fault motorist (city motorist was not at fault) will reimburse motor pool.

<sup>2</sup> One vehicle funded through state seizure funds grant \$28,500.00

<sup>3</sup> Duplicate purchase order fees \$800.00 deducted from quote totals

Changes in equipment type, size, and design modification requested by Departments include:

- Replacing five full size sedans with five sport utility vehicles

**Miscellaneous:**

- The vehicles to be purchased with this agenda request will replace existing vehicles that are now at the end of their “Budgeted” amount listed in the table on the previous page represents the total funds deposited by each department in the form of “lease fees” paid by the department over the lease term designated for each vehicle. Additional funds through the State Seizure Funds Grant.

---

**Action Required of Council:**

1. Consider approval or other action to award purchase of seven sport utility vehicles to Caldwell Country (\$204,616.)
2. Consider approval or other action to award purchase of four full size sedans to Dallas Dodge (\$96,138).

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

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

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

\* 51-32 unit was ordered in October 2013

50-01

QUOTE# 003-FIRE

CONTRACT PRICING WORKSHEET

End User: CITY OF LA PORTE	Contractor: CALDWELL COUNTRY
Contact Name: MICHAEL COLLINS GARY RICE -PD	CALDWELL COUNTRY
Email: COLLINSM@LAPORTETX.GOV RICEG@LAPORTETX.GOV	Prepared By: Averyt Knapp
Phone #:	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State:	Fax #: 979-567-0853
Date Prepared: OCTOBER 30, 2014	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2015 CHEVROLET TAHOE PPV CC15706	

A Base Price: \$28,778

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT	\$460			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
	DUAL BATTERIES	INCL		PO BOX 27	
	HD TRAILER TOW PACKAGE	INCL		CALDWELL, TEXAS 77836	
	FULL BUCKETS-CLOTH FRONT	INCL			
	RANDOM KEY				

Subtotal B \$460

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc..)

Subtotal D FOB LA PORTE, TX \$285

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)  
 Quantity Ordered \$29,523  
 X 1

Subtotal E \$29,523

F Non-Equipment Charges (Trade-In, Warranty, Etc..)  
 BUY BOARD (INCL W/PATROL-3X) INCL

G. Color of Vehicle: BLACK SOLID		INCL
H. Total Purchase Price (E+F)		\$29,523
Estimated Delivery Date:	60-90 DAYS APPX	

QUOTE# 001-PD4X-PATROL

CONTRACT PRICING WORKSHEET

End User: CITY OF LA PORTE

Contractor: CALDWELL COUNTRY

Contact Name: MICHAEL COLLINS  
GARY RICE -PD

CALDWELL COUNTRY

Email: COLLINSM@LAPORTETX.GOV  
RICEG@LAPORTETX.GOV

Prepared By: Averyt Knapp

Phone #:

Email:  
aknapp@caldwellcountry.com

Fax #:

Phone #: 800-299-7283 or 979-567-6116

Location City & State:

Fax #: 979-567-0853

Date Prepared: NOVEMBER 13, 2014

Address: P. O. Box 27,  
Caldwell, TX 77836

Contract Number: BUY BOARD #430-13

Tax ID # 14-1856872

Product Description: 2015 CHEVROLET TAHOE PPV CC15706

A Base Price:

\$28,778

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	RANDOM KEY	INCL		CARPET FLOOR W/MATS	\$190
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
	DUAL BATTERIES	INCL		PO BOX 27	
	HD TRAILER TOW PACKAGE	INCL		CALDWELL, TEXAS 77836	
	FULL BUCKETS-CLOTH FRONT & REAR	INCL		BACKUP CAMERA, POWER WINDOWS, LOCKS, & MIRRORS	INCL
		INCL			

Subtotal B

\$190

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D FOB LA PORTE, TX

\$285

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)

\$29,253

Quantity Ordered

1

Subtotal E

\$29,253

F Non-Equipment Charges (Trade-In, Warranty, Etc...)

BUY BOARD (INCL W/PATROL)

INCL

G. Color of Vehicle: WHITE		INCL
H. Total Purchase Price (E+F)		\$29,253
Estimated Delivery Date:	60-90 DAYS APPX	

53-11, 53-16 & 53-53

QUOTE# 001-PD3X-PATROL

CONTRACT PRICING WORKSHEET

End User: CITY OF LA PORTE	Contractor: CALDWELL COUNTRY
Contact Name: MICHAEL COLLINS GARY RICE -PD	CALDWELL COUNTRY
Email: COLLINSM@LAPORTETX.GOV RICEG@LAPORTETX.GOV	Prepared By: Averyt Knapp
Phone #:	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State:	Fax #: 979-567-0853
Date Prepared: NOVEMBER 13, 2014	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2015 CHEVROLET TAHOE PPV CC15706	

A Base Price: \$28,778

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	KEYED ALIKE 6E2	\$25.			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
	DUAL BATTERIES	INCL		PO BOX 27	
	HD TRAILER TOW PACKAGE	INCL		CALDWELL, TEXAS 77836	
	FULL BUCKETS-CLOTH FRONT	INCL			
	BLACK IN COLOR				

Subtotal B \$25

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc..)

Subtotal D FOB LA PORTE, TX \$285

E Unit Cost Before Fee. & Non-Equipment Charges (A+B+C+D) \$29,088

Quantity Ordered 3

Subtotal E \$87,264

F Non-Equipment Charges (Trade-In, Warranty, Etc..)

BUY BOARD \$400

G. Color of Vehicle: BLACK	INCL
H. Total Purchase Price (E+F)	\$87,664
Estimated Delivery Date:	60-90 DAYS APPX

56-18 & 56-19

QUOTE# 001-PD2X-SWAT CONTRACT PRICING WORKSHEET

End User: CITY OF LA PORTE	Contractor: CALDWELL COUNTRY
Contact Name: MICHAEL COLLINS GARY RICE -PD	CALDWELL COUNTRY
Email: COLLINSM@LAPORTETX.GOV RICEG@LAPORTETX.GOV	Prepared By: Averyt Knapp
Phone #:	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State:	Fax #: 979-567-0853
Date Prepared: NOVEMBER 13, 2014	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2015 CHEVROLET TAHOE PPV CC15706	

A Base Price: \$28,778

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	KEYED ALIKE 6E2	\$25.			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
	DUAL BATTERIES	INCL		PO BOX 27	
	HD TRAILER TOW PACKAGE	INCL		CALDWELL, TEXAS 77836	
	FULL BUCKETS-CLOTH FRONT	INCL			
	BLACK IN COLOR				

Subtotal B \$25.

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc..)

Subtotal D FOB LA PORTE, TX \$285

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D) \$29,088

Quantity Ordered 2  
X

Subtotal E \$58,176

F Non-Equipment Charges (Trade-In, Warranty, Etc..)

BUY BOARD (INCL W/PATROL-3X) INCL

G. Color of Vehicle: BLACK SOLID	INCL
H. Total Purchase Price (E+F)	\$58,176
Estimated Delivery Date:	60-90 DAYS APPX







## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>D. Mick</u>	Source of Funds: <u>General Fund</u>
Department: <u>Public Works</u>	Account Number: <u>001-6146-515-9050 and 001-7072-532-2015</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$274,916.00-Acct. 001-6146-515-9050 \$115,005.00-Acct. 001-7072-532-2015</u>
Other: <input type="radio"/>	Amount Requested: <u>\$10,120.00-Acct. 001-6146-515-9050 \$115,005.00- Acct.001-7072-532- 2015</u>
<b>Attachments :</b>	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO
<b>1. Bid Tabulation</b>	
<b>2. Bidder's List: Public Purchase Access Report</b>	

---

### SUMMARY & RECOMMENDATIONS

The Solid Waste Division will order 27,500 rolls (1.5 mil thick; 30 gallon size). This is approximately the same quantity and dimensions as recent years. 27,500 rolls will provide for the distribution of 3 rolls of bags to each residential customer in the City and an additional 2,000 rolls for new services and 2,000 for sale. Bags are scheduled for distribution to residents in February. Delivery of the bags is scheduled for mid-December.

Bids for the advertised sealed bid (Bid #15004) for plastic garbage bags were opened and read on November 18, 2014. Bid notification was accessed online by 21 vendors, with 6 returning bids. A request for bids was also advertised in the Bay Area Observer and posted on the City website.

The lowest and best bid was submitted by Dyna Pak Corporation for \$4.55 per roll representing a total of \$125,125 for 27,500 rolls (a 12 percent increase over last year at \$4.06 per roll).

The city typically hands out about 23,000 rolls to residents each February, sells 3000 rolls to residents wishing to purchase additional rolls and provides an additional 2000 rolls to new customers enrolled throughout the year. Public works currently has 900 rolls in stock.

The FY 14\_15 budget for this item is \$115,005.

\*Additional funding would come from general fund contingency in the amount of \$10,120.

The city bid specified 28,000 rolls. The low bidder, Dyna Pak Corporation, agreed to the city's revised request of 27,500 rolls.

---

**Action Required of Council:**

Consider approval or other action awarding Bid No. 15004 for 27,500 rolls of 1.5 mil, 30 gallon plastic garbage bags to Dyna Pak Corporation in the amount of \$125,125.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

**BID TABULATION #15004 - PLASTIC GARBAGE BAGS**

Opened on November 18, 2014	QTY/ ROLLS	*DYNA PAK CORP	Waste Zero	Interboro Packaging	JADCORE	CENTRAL POLY CORP	All American Poly
30 Gallon Size 1.5 mil plastic garbage bags as per specifications	28,000	\$4.55	\$5.20	\$5.24	\$5.25	\$5.60	\$7.20
<b>TOTAL PRICE</b>		<b>\$127,400.00</b>	<b>\$145,600.00</b>	<b>\$146,720.00</b>	<b>\$147,000.00</b>	<b>\$156,800.00</b>	<b>\$201,600.00</b>

\*lowest bidder agreed to hold price for  
a lower quantity of 27,500 rolls.

**Access Report**

Agency

Bid Number

Bid Title

City of La Porte (TX)

15004

Plastic Garbage Bags

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
WasteZero	2014-11-03 12:23 PM CST	#15004 - Plastic Garbage Bags Final.pdf
CENTRAL POLY-BAG CORP.	2014-10-31 11:16 AM CDT	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
All American	2014-10-30 03:51 PM CDT	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
Aziaa Corp	2014-11-05 05:41 AM CST	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
CPR SERVICES & SUPPLIES, INC	2014-11-03 08:53 AM CST	#15004 - Plastic Garbage Bags Final.pdf
Interboro Packaging Corporation	2014-11-03 01:07 PM CST	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
DYNA PAK CORP	2014-10-31 08:21 AM CDT	#15004 - Plastic Garbage Bags Final.pdf
Perkens WS Corporation	2014-11-05 01:39 AM CST	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
Pollock Paper Distributors	2014-11-04 09:28 AM CST	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
All In Safety	2014-11-05 09:02 PM CST	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
Staples Comtract & Commercial	2014-11-04 09:34 AM CST	#15004 - Plastic Garbage Bags Final.pdf
BOX RESEARCH	2014-11-03 05:20 AM CST	#15004 - Plastic Garbage Bags Final.pdf
HD SUPPLY FACILITIES MAINTENANCE	2014-10-31 10:43 AM CDT	#15004 - Plastic Garbage Bags Final.pdf
The Blue Book Building & Construction	2014-10-31 01:14 AM CDT	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
Calico Industries, Inc.	2014-10-31 08:21 AM CDT	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
Safeway Supply, Inc.	2014-11-12 11:43 AM CST	#15004 - Plastic Garbage Bags Final.pdf
Sunset Survival & First Aid, Inc.	2014-11-14 01:13 PM CST	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
Praetorian Operating Inc	2014-11-05 04:29 PM CST	#15004 - Plastic Garbage Bags Final.pdf
Building Blocks of Wealth Empowerment	2014-11-06 02:27 PM CST	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf
Unipak Corp.	2014-10-30 02:11 PM CDT	#15004 - Plastic Garbage Bags Final.pdf
Jadcore, Inc.	2014-10-31 06:11 AM CDT	Addendum #1 to 15004.docx.pdf#15004 - Plastic Garbage Bags Final.pdf

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>M. Dolby</u>	Source of Funds: <u>Various</u>
Department: <u>Finance</u>	Account Number: <u>Various</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>Yes</u>
Other: <input type="radio"/>	Amount Requested:
<b>Attachments :</b>	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

### 1. Encumbrance Rollover Report

---

#### SUMMARY & RECOMMENDATIONS

The City's fiscal year ended September 30, 2014. There are 20 outstanding purchase orders staff is requesting to roll-over. The purchase orders represent goods that are ordered and budgeted funds committed to procure items necessary to operate the City.

A breakdown of the open purchase orders, encumbrances and budget roll-over requests by operating fund are as follows:

<b>FUND</b>	<b>NUMBER</b>	<b>AMOUNT</b>
General Fund	13	\$78,182.31
Utility Fund	2	7,783.36
Technology Fund	1	42,056.94
Emergency Services District Fund	1	49,928.75
Economic Development Fund	<u>3</u>	<u>100,000.00</u>
<b>Totals</b>	<b>20</b>	<b>\$ 277,951.36</b>

The above encumbrances will not have an impact on the projected working capital balances for fiscal year 2015 because the encumbrances were budgeted in the fiscal year 2014.

---

**Action Required of Council:**

Consider approval or other action to roll over the requested encumbrances from FY 2014 to FY 2015.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

**CITY OF LAPORTE**  
**ENCUMBRANCE ROLLOVER REPORT**  
For the Fiscal Year Ended September 30, 2014

<b>Fund</b>	<b>P. O Number</b>	<b>Vendor Name</b>	<b>Encumbrance Amount</b>	<b>Description</b>
001	C13116	Bear Land Surveying Company	5,100.00	Professional Survey Services
001	140055	HDR Engineering, Inc.	500.00	Online GIS Web Hosting
001	140072	Harris County Treasurer	3,159.11	Radio Communications
001	140162	Cobb Fendley & Associates	8,050.00	Professional Engineering Services
001	140170	HDR Engineering, Inc.	7,699.20	Engineering Services for GIS Technical
001	140217	MHHS Hermann Hospital	668.00	Sexual Assault Medical Exams
001	140304	RC Chuoke & Associates	3,800.00	Professional Appraisal Services
001	140403	MHHS Southeast Hospital	1,339.00	Sexual Assault Medical Exams
001	140531	Texas Childrens Hospital	570.00	Sexual Assault Medical Exams
001	140533	HGAC	5,000.00	Aerial Imagery
001	140542	City of Houston	7,312.00	Radio Programming and Fleet Mapping
001	140574	MLG Construction	33,000.00	Demolition of Dangerous Building
001	140590	Houston 2Way Radio	1,985.00	Radio Atennas
<b>13</b>		<b>Total General Fund</b>	<b><u>78,182.31</u></b>	
002	130454	MDN Enterprises	3,283.36	Meters and Accessories
002	140565	Pasadena Fence Company	4,500.00	Replace Perimeter Fence Around LS#39
<b>2</b>		<b>Total Utility Fund</b>	<b><u>7,783.36</u></b>	
023	140518	Datavox	42,056.94	EMC Professional Services
<b>1</b>		<b>Technology Fund</b>	<b><u>42,056.94</u></b>	
034	140546	Consolidated Traffic Controls	49,928.75	Installation and Equipment for Intersection Lights
<b>1</b>		<b>Emergency Services District</b>	<b><u>49,928.75</u></b>	
038	140473	Intergulf Corporation	45,000.00	Special Programs
038	140474	Richard Design Services	15,000.00	Development Project
038	140475	La Porte Plaza LP	40,000.00	Redevelopment of Property
<b>3</b>		<b>Economic Development</b>	<b><u>100,000.00</u></b>	
<b>20</b>		<b>Total Encumbrances</b>	<b><u>\$277,951.36</u></b>	

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 8, 2014</u>	<u>Appropriation</u>
Requested By: <u>E. Ensey</u>	Source of Funds: <u>N/A</u>
Department: <u>Planning &amp; Development</u>	Account Number: <u>N/A</u>
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
<b>Attachments :</b>	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

---

### SUMMARY & RECOMMENDATIONS

The request is for consideration of an amendment to the City's Future Land Use Map in response to the proposed zone change application #14-92000003. This request would amend the City's Future Land Use Map for the subject property from Large Lot Residential to Low-Density Residential.

#### Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission reviewed this request at the October 30, 2014 meeting. The Commission voted unanimously to recommend approval of the amendment to the Future Land Use Map from Large Lot Residential to Low-Density Residential.

#### Background Information:

Staff is presenting a request for an amendment to the City's Future Land Use Plan as a result of an application for a rezoning of a tract of land owned by Joe Chambers. The subject lots were originally platted and were part of the Battleground Estates subdivision. These lots were formerly known as Lots 164-166, Block 7, Battleground Estates. In 1994, Lots 164-166 were replatted and combined with the adjacent lot to the south and rezoned LL, Large Lot Residential. Mr. Chambers is requesting that Lots 164-166 be returned back to their original configuration so he may deed the property to his daughter for construction a house.

The City of La Porte's Land Use Map currently identifies Lots 164-166 as Large Lot Residential. In order to rezone the property, the City's Land Use Map would need to be amended to identify this site as Low Density Residential. The subject property will be a consistent use with those properties located adjacent to the east and west and across the street to the north, since the subject lots were originally part of the same subdivision development.

---

**Action Required of Council:**

1. Conduct public hearing.
2. Consider approval or other action of an Ordinance amending the City of La Porte's Future Land Use Map for the referenced property from LL to R-1.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 8, 2014

Appropriation

Requested By: Eric Ensey

Source of Funds:

Department: Planning & Development

Account Number:

Report:  Resolution:  Ordinance:

Amount Budgeted:

Other:

Amount Requested:

Budgeted Item:  YES  NO

### Attachments :

1. Ordinance
2. P&Z Recommendation Letter
3. Land Use Map
4. Site Survey

---

### SUMMARY & RECOMMENDATIONS

The request is for consideration of an amendment to the City's Future Land Use Map in response to the proposed zone change application #14-92000003. This request would amend the City's Future Land Use Map for the subject property from Large Lot Residential to Low-Density Residential.

#### Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission reviewed this request at the October 30, 2014 meeting. The Commission voted unanimously to recommend approval of the amendment to the Future Land Use Map from Large Lot Residential to Low-Density Residential.

-

#### Background Information:

Staff is presenting a request for an amendment to the City's Future Land Use Plan as a result of an application for a rezoning of a tract of land owned by Joe Chambers. The subject lots were originally platted and were part of the Battleground Estates subdivision. These lots were formerly known as Lots 164-166, Block 7, Battleground Estates. In 1994, Lots 164-166 were replatted and combined with the adjacent lot to the south and rezoned LL, Large Lot Residential. Mr. Chambers is requesting that Lots 164-166 be returned back to their original configuration so he may deed the property to his daughter for construction a house.

The City of La Porte's Land Use Map currently identifies Lots 164-166 as Large Lot Residential. In order to rezone the property, the City's Land Use Map would need to be amended to identify this site as Low Density Residential. The subject property will be a consistent use with those properties located adjacent to the east and west and across the street to the north, since the subject lots were originally part of the same subdivision development

---

**Action Required of Council:**

1. Conduct public hearing.
2. Consider approval or other action of an Ordinance amending the City of La Porte's Future Land Use Map for the referenced property from LL to R-1.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING AN UPDATE TO THE FUTURE LAND USE MAP COMPONENT OF THE COMPREHENSIVE PLAN OF THE CITY OF LA PORTE, TEXAS UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

WHEREAS, Section 211.004 of the Texas Local Government Code provides that zoning regulations must be adopted in accordance with a Comprehensive Plan;

WHEREAS, Section 213.003 of the Texas Local Government Code provides that a municipality may amend a Comprehensive Plan by ordinance, after public hearing and review by the municipality's planning commission or department; and

WHEREAS, Section 213.003 of the Texas Local Government Code also provides that a municipality may establish, in its charter or by ordinance, procedures for adopting and amending a Comprehensive Plan; and

WHEREAS, Chapter 106, "Zoning" Article I, Section 106-3, and Article II, Section 106-65 of the Code of Ordinances of the City of La Porte, delegates to the Planning and Zoning Commission the duty to review and make recommendations relevant to modifications of the Comprehensive Plan and Zoning Ordinance; and

WHEREAS, the City of La Porte has a Comprehensive Plan, which Plan was adopted by the City Council of the City of La Porte, Texas in 1986; and amended on the 22<sup>nd</sup> day of January, 2001; amended on the 18<sup>th</sup> day of August, 2006; and amended on the 12<sup>th</sup> day of November, 2012; and amended on the 28<sup>th</sup> day of October, 2013;

WHEREAS, pursuant to mandate of Chapter 106, "Zoning" of the Code of Ordinances of the City of La Porte, the Planning and Zoning Commission of the City of La Porte has reviewed all elements of the Comprehensive Plan, and as duly approved by the City Council of the City of La Porte, to consider possible amendments thereto; and

WHEREAS, at the La Porte Planning and Zoning Commission meeting which occurred on October 30, 2014, the La Porte Planning and Zoning Commission reviewed the Future Land Use Map component of the Comprehensive Plan for the purpose of considering a proposed amendment to change the designation for a .380 acre tract of land, described as all of lots formerly designated as Lots 164, 165, and 166, in Block 7, of Battleground Estates, Section 1, a Subdivision in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 65 of the Map Records of Harris County, Texas, as re-plated to form portion of Lot 1 B, in Re-Plat filed and recorded with Harris County on June 15, 1994, under Harris County Clerk's File # P912525, from "Large Lot Residential" to "Low Density Residential", and voted to recommend to the La Porte City Council such amendment be made to the Future Land Use Map component of the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED BY

THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, THAT:

Section 1 That an amendment to the Future Land Use Map component of the Comprehensive Plan of the City of La Porte, Texas, which is incorporated to this ordinance by reference herein and attached hereto as Exhibit A, be and is hereby authorized, approved, and adopted by the City Council of the City of La Porte, Texas, after duly noticed public hearing held at its December 8, 2014 meeting, pursuant to the recommendations of the Planning and Zoning Commission of the City of La Porte, Texas.

Section 2 The City Secretary of the City of La Porte or her designated representative shall be required to make this amendment to the Comprehensive Plan available to the public and duly mark and note the updated reference on the Future Land Use Map component of the Comprehensive Plan of the City of La Porte, Texas.

Section 3 The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject to 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.

upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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

Passed and approved this the 8th day of DECEMBER, 2014.

CITY OF LA PORTE

By: \_\_\_\_\_

Louis R. Rigby, Mayor

ATTEST:

By: \_\_\_\_\_

Patrice Fogarty, City Secretary

APPROVED:

By: Clark T. Askins

Clark T. Askins, Assistant City Attorney



November 15, 2014

Honorable Mayor Rigby and City Council  
City of La Porte

RE: Amendment to the City's Future Land Use Map

Dear Mayor Rigby and City Council:

On October 30, 2014, the La Porte Planning and Zoning Commission reviewed a request for a proposed amendment to the city's Future Land Use Map. The proposed amendment includes amending the property known as a 0.380 acre tract of land further described as Lots 164, 165 and 166, Block 7, Battleground Estates, Section 1, Harris County, Texas as recorded in Volume 41, Page 65 from "Large Lot Residential" use to "Low Density Residential." This request is in conjunction with case #14-92000003, which is a request by Mr. Joe Chambers to rezone the subject property from Large Lot Residential (LL) to Low Density Residential (R-1).

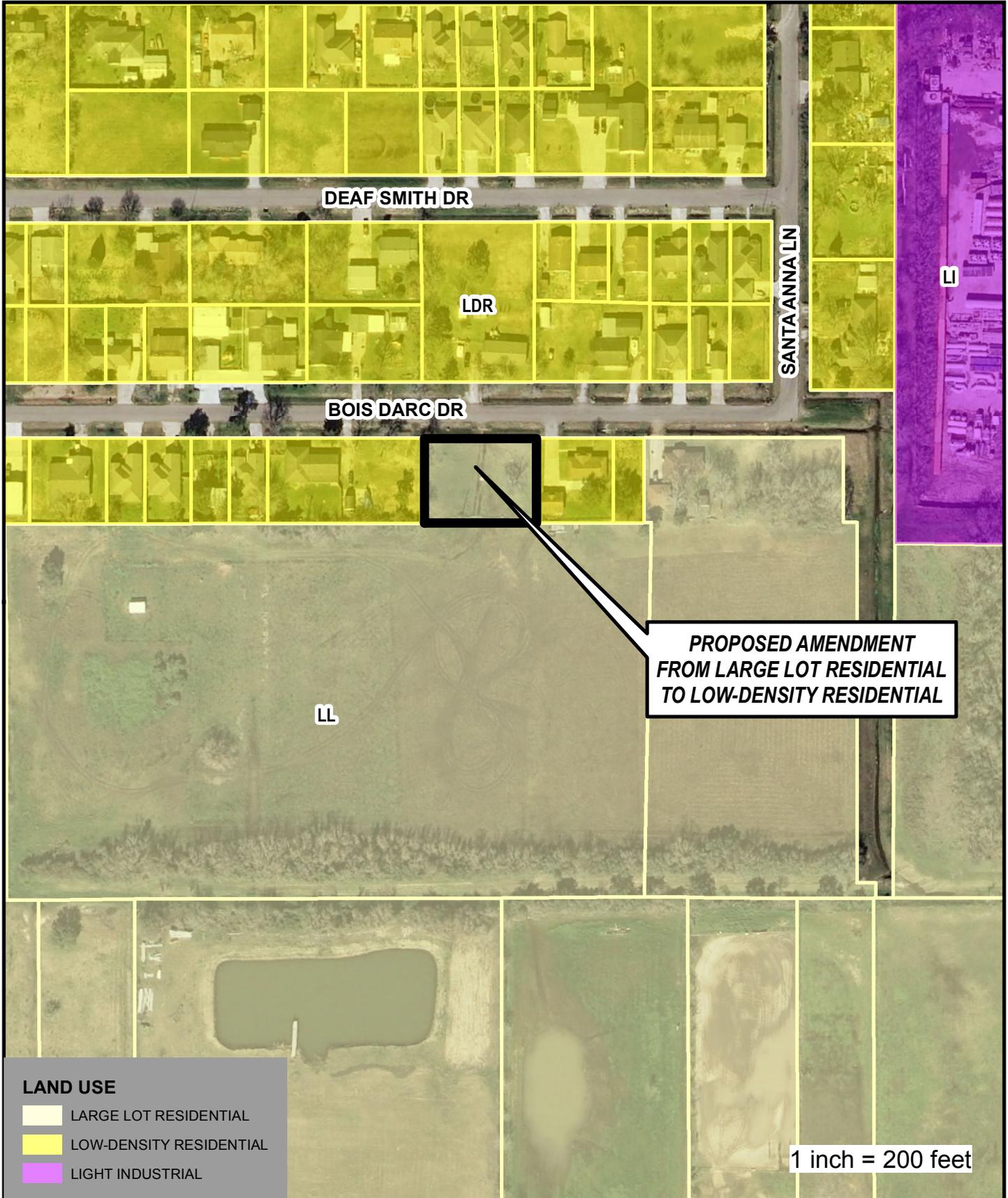
The Commission unanimously voted to recommend approval of the proposed amendment to the city's Future Land Use Map.

Respectfully submitted,

Hal Lawler  
Chairman, Planning and Zoning Commission

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

# SURROUNDING LAND USE MAP





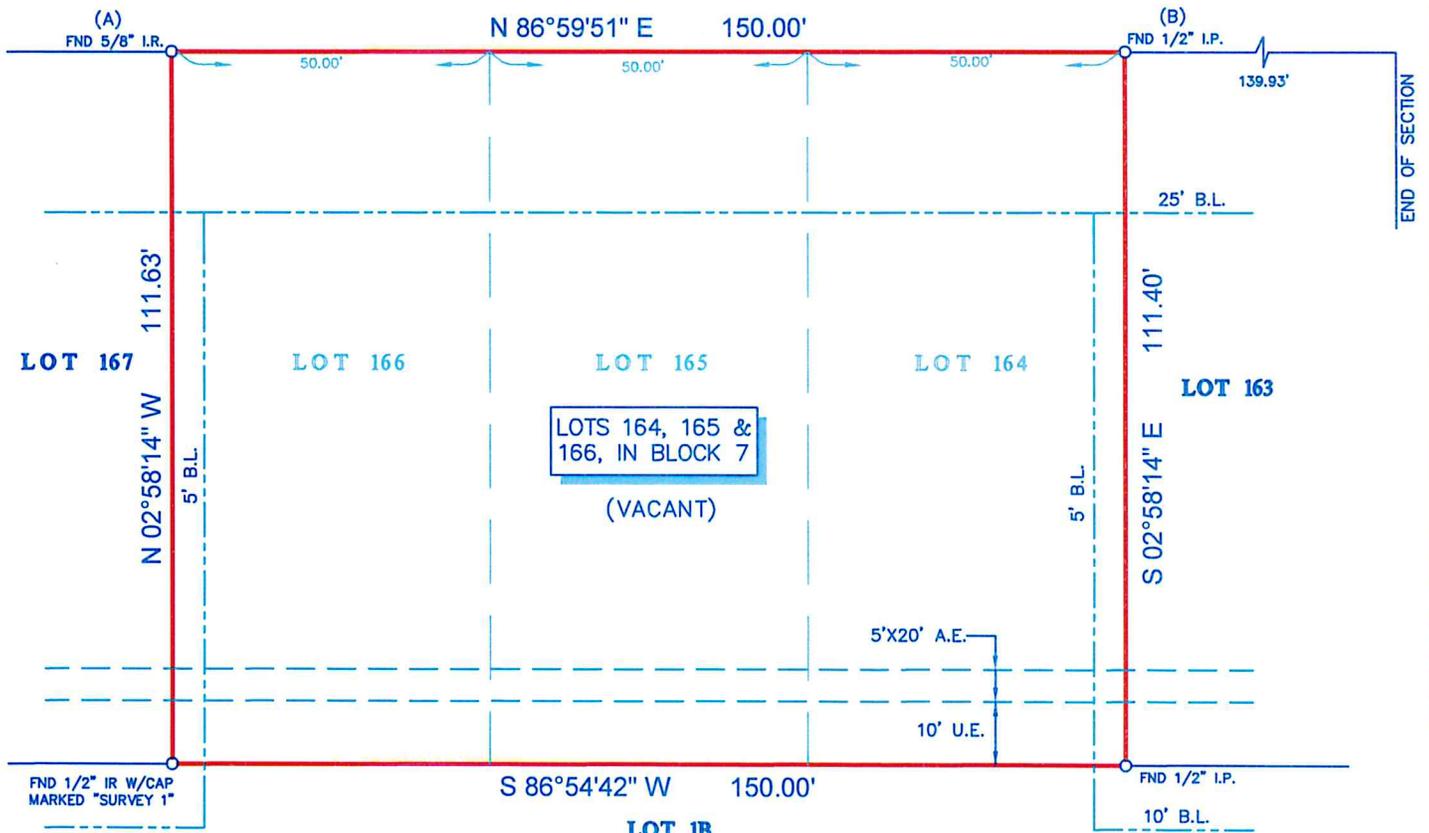
**LEGEND**

- B.L. = BUILDING LINE
- U.E. = UTILITY EASEMENT
- A.E. = AERIAL EASEMENT
- D.E. = DRAINAGE EASEMENT



SCALE 1" = 30'

**BOIS D'ARC DRIVE**  
(60' R.O.W.)



**RE-PLAT OF LOTS 1, 7 AND 9  
CORONET ESTATES SUBDIVISION  
FILM CODE NO. 355106  
M.R.H.C.**

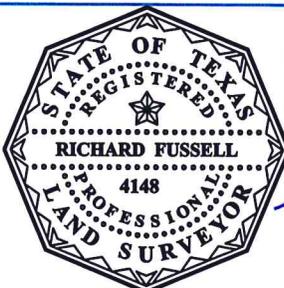
**NOTES:**

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SUBDIVISION PLAT NAMED BELOW, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL POSITION.
2. FLOOD INFORMATION IS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR THE COUNTY LISTED BELOW
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF THE INFORMATION CONTAINED IN A TITLE REPORT AT THE BUYER'S REQUEST.
4. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
5. THIS SURVEY IS CERTIFIED TO ANNETTE RODRIGUEZ AND DANIEL RODRIGUEZ FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

**PROJECT:**

A LAND TITLE SURVEY OF LOTS 164, 165 AND 166, IN BLOCK 7, OF BATTLEGROUND ESTATES, SECTION 1, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 41, PAGE 65 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

<b>CLIENT:</b> ANNETTE RODRIGUEZ AND DANIEL RODRIGUEZ	
<b>ADDRESS:</b> BOIS D'ARC DRIVE	
<b>FLOOD ZONE:</b> "X"	<b>FLOOD MAP#:</b> 48201C 0930 L
<b>FLOOD MAP DATE:</b> 6-18-2007	<b>FLOOD MAP COUNTY:</b> HARRIS



**SURVEYORS CERTIFICATE:**  
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON SEPTEMBER 17, 2014 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING; AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

*Richard Fussell*  
RICHARD FUSSELL  
RRLS# 4148

**SURVEY1 Inc.**  
www.survey1inc.com  
survey1@survey1inc.com  
Firm Registration No. 100758-00  
P.O. Box 2543 • Alvin, TX 77512  
(281)393-1382 • Fax(281)393-1383

<b>FIELD CREW:</b> DB	<b>JOB#</b> 9-30568-14
<b>DRAFTER:</b> RG	<b>DATE</b> 9-17-2014

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 8, 2014 Appropriation  
Requested By: E. Ensey Source of Funds: N/A  
Department: Planning & Development Account Number:  
Report:  Resolution:  Ordinance:  Amount Budgeted:  
Other:  Amount Requested:  
Budgeted Item:  YES  NO

**Attachments :**

---

### SUMMARY & RECOMMENDATIONS

The applicant (Mr. Joe Chambers) seeking to rezone 0.38 acre of land described as the former Lots 164-166, Block 7, Battleground Estates, Section 1, Harris County, Texas, as recorded in Volume 41, Page 65, from LL, Large Lot Residential, to R-1, Low Density Residential.

#### Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission conducted a public hearing at the October 30, 2014, meeting concerning this rezoning request. One public hearing notice response was received by the City in support of the application (from the immediately adjacent property owned by Mr. Colby Uhl, 11026 Bois D'Arc Drive). No member of the public testified for or against the application at the meeting. The Commission voted unanimously to recommend approval of the rezoning of the subject property from LL, Large Lot Density Residential, to R-1, Low Density Residential. The Commission's approval was subject to the condition that applicant be required to replat the subject property to recognize the lot configuration identified in this rezoning request. The applicant shall have 180 days from the City Council's approval of the rezoning request to secure the necessary plat approval, or said rezoning would not take effect.

#### Background Information:

The subject site proposed to be rezoned is approximately 0.380 acres and is located on the south side of Bois D'Arc Drive. The subject property was originally platted as Lots, 164-166, Block 7, Section 1, Battleground Estates Subdivision in 1953. The subject site was replatted in 1994 and combined with the adjacent lot to the south and rezoned LL, Large Lot Residential. Mr. Chambers is requesting that Lots 164-166 be returned back to their original configuration so he may deed the property to his daughter for construction of a house.

Should the City Council approve the rezoning of this tract of land, the applicant will be required to replat the property. The purpose of this replat is two-fold: 1.) to separate Lots 164-166, and 2.) to add that portion of Lot 161 to the Large Lot Zoned parcel in order to provide access for the lot to a public right-of-way.

Staff concurs with the Planning and Zoning Commission's recommendation to conditionally approve the rezoning request. The proposed rezoning is consistent with all applicable zoning regulations and the City's Comprehensive

Plan.

---

**Action Required of Council:**

1. Conduct public hearing.
2. Consider approval or other action of an Ordinance amending Chapter 106 Zoning, which approves Rezone Request #14-92000003, rezoning the referenced property from LL to R-1.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 8, 2014 Appropriation  
Requested By: E. Ensey Source of Funds: N/A  
Department: Planning & Development Account Number:  
Report:  Resolution:  Ordinance:  Amount Budgeted:  
Other:  Amount Requested:  
Budgeted Item:  YES  NO

### Attachments :

1. Ordinance
2. P&Z Recommendation Letter
3. Zone Change Application
4. Zoning and Area Map
5. Land Use Map
6. Existing Replat
7. Proposed Lot Configuration

---

### SUMMARY & RECOMMENDATIONS

The applicant (Mr. Joe Chambers) seeking to rezone 0.38 acre of land described as the former Lots 164-166, Block 7, Battleground Estates, Section 1, Harris County, Texas, as recorded in Volume 41, Page 65, from LL, Large Lot Residential, to R-1, Low Density Residential.

#### Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission conducted a public hearing at the October 30, 2014, meeting concerning this rezoning request. One public hearing notice response was received by the City in support of the application (from the immediately adjacent property owned by Mr. Colby Uhl, 11026 Bois D'Arc Drive). No member of the public testified for or against the application at the meeting. The Commission voted unanimously to recommend approval of the rezoning of the subject property from LL, Large Lot Density Residential, to R-1, Low Density Residential. The Commission's approval was subject to the condition that applicant be required to replat the subject property to recognize the lot configuration identified in this rezoning request. The applicant shall have 180 days from the City Council's approval of the rezoning request to secure the necessary plat approval, or said rezoning would not take effect.

#### Background Information:

The subject site proposed to be rezoned is approximately 0.380 acres and is located on the south side of Bois D'Arc Drive. The subject property was originally platted as Lots, 164-166, Block 7, Section 1, Battleground Estates Subdivision in 1953. The subject site was replatted in 1994 and combined with the adjacent lot to the south and rezoned LL, Large Lot Residential. Mr. Chambers is requesting that Lots 164-166 be returned back to their original configuration so he may deed the property to his daughter for construction of a house.

Should the City Council approve the rezoning of this tract of land, the applicant will be required to replat the property. The purpose of this replat is two-fold: 1.) to separate Lots 164-166, and 2.) to add that portion of Lot 161 to the Large Lot Zoned parcel in order to provide access for the lot to a public right-of-way.

Staff concurs with the Planning and Zoning Commission's recommendation to conditionally approve the rezoning request. The proposed rezoning is consistent with all applicable zoning regulations and the City's Comprehensive Plan.

---

**Action Required of Council:**

1. Conduct public hearing.
2. Consider approval or other action of an Ordinance amending Chapter 106 Zoning, which approves Rezone Request #14-92000003, rezoning the referenced property from LL to R-1.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 106 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY CHANGING THE ZONING CLASSIFICATION FROM LARGE LOT DISTRICT (LL) TO LOW DENSITY RESIDENTIAL DISTRICT (R-1) FOR A .380 ACRE TRACT OF LAND HEREIN DESCRIBED; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF;

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

**Section 1:** Chapter 106 "Zoning" of the Code of Ordinances is hereby amended by changing the zoning classification of the following described property, to wit: .380 acre tract of land, described as all of lots formerly designated as Lots 164, 165, and 166, in Block 7, of Battleground Estates, Section 1, a Subdivision in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 65 of the Map Records of Harris County, Texas, as re-plated to form portion of Lot 1 B, in Re-Plat filed and recorded with Harris County on June 15, 1994, under Harris County Clerk's File # P912525, from Large Lot District (LL) to Low Density Residential District (R-1).

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

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

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

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

**Section 6.** The City Council of the City of La Porte hereby finds, determines, and declares that all prerequisites of law have been satisfied and hereby determines and declares that the amendments to the City of La Porte Zoning Map and Classification contained in this Ordinance as amendments thereto are desirable and in furtherance of the goals and objectives stated in the City of La Porte's Comprehensive Plan.

**Section 7.** This Ordinance shall be effective after recording of administratively approved plat applicable to the property tract made the subject of this ordinance; however, if the aforementioned condition precedent is not complete within 180 days of the passage and approval of this Ordinance, this Ordinance shall become null and void.

PASSED AND APPROVED this the 8th day of DECEMBER, 2014.

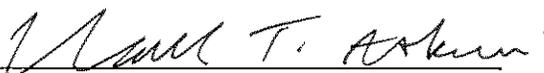
CITY OF LA PORTE

By: \_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

  
\_\_\_\_\_  
Clark T. Askins, Assistant City Attorney



November 15, 2014

Honorable Mayor Rigby and City Council  
City of La Porte

RE: Rezone Request #14-92000003

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a public hearing at the October 30, 2014 meeting on a request by Mr. Joe Chambers to rezone the property known as a 0.380 acre tract of land further described as Lots 164, 165 and 166, Block 7, Battleground Estates, Section 1, Harris County, Texas as recorded in Volume 41, Page 65 from LL, Large Lot Residential, to R-1, Low Density Residential. The applicant is seeking approval of the proposed zone change so that he may deed of the subject parcel to his daughter for construction of a single family residence.

The Commission unanimously voted to recommend approval of the proposed rezone. The Commission's approval was subject to the condition that applicant be required to submit and receive approval of a plat in accordance with City regulations prior to the rezoning taking effect of the subject property. The applicant shall have six (6) months from the City Council's approval of the rezoning request to secure the necessary plat approval, or said rezoning would not take effect.

Respectfully submitted,

Hal Lawler  
Chairman, Planning and Zoning Commission

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

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

Planning & Development Department  
**ZONE CHANGE PERMIT APPLICATION**

Phone: 281.470.5073  
Fax: 281.470.5005  
www.laportetx.gov

**1. PROPERTY OWNER CONTACT INFORMATION:**

OWNER'S NAME: Joe Chambers PHONE 1: 281 932 6811  
PHONE 2: 713 591 6048 FAX #: \_\_\_\_\_  
E-MAIL: annetterodriguez@comcast.net  
MAILING ADDRESS: 2133 Silver, Pasadena, TX 77502

**2. AGENT REPRESENTING PROPERTY OWNER (If Applicable):**

AGENT / CONTRACTOR COMPANY: \_\_\_\_\_  
PHONE 1: \_\_\_\_\_ PHONE 2: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_ FAX #: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CONTACT PERSON'S NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

**3. PROPERTY DESCRIPTION:**

HCAD PARCEL NO(s) 13-digit Tax ID(s): 1.) 1176580010001  
2.) \_\_\_\_\_  
3.) \_\_\_\_\_  
PROPERTY ADDRESS (If existing): \_\_\_\_\_  
PROPERTY LEGAL DESCRIPTION: Lot 1B BLK 1 Coronet Estates R/P

**4. ZONING INFORMATION OF PROPERTY:**

CURRENT ZONING DESIGNATION: LL REQUESTED ZONING DESIGNATION: R1 low density res.  
CURRENT SIC/NAICS USE NO.: single family res. PROPOSED USAGE: single family residence

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

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

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**(STAFF USE ONLY):**

APPLICATION NO: 14-92000003

DATE OF P&Z PUBLIC HEARING: \_\_\_\_\_ RECOMMENDATION:  YES  NO

APPLICANT & ADJACENT OWNERS NOTIFIED:  YES  NO DATE OF NOTIFICATION: \_\_\_\_\_

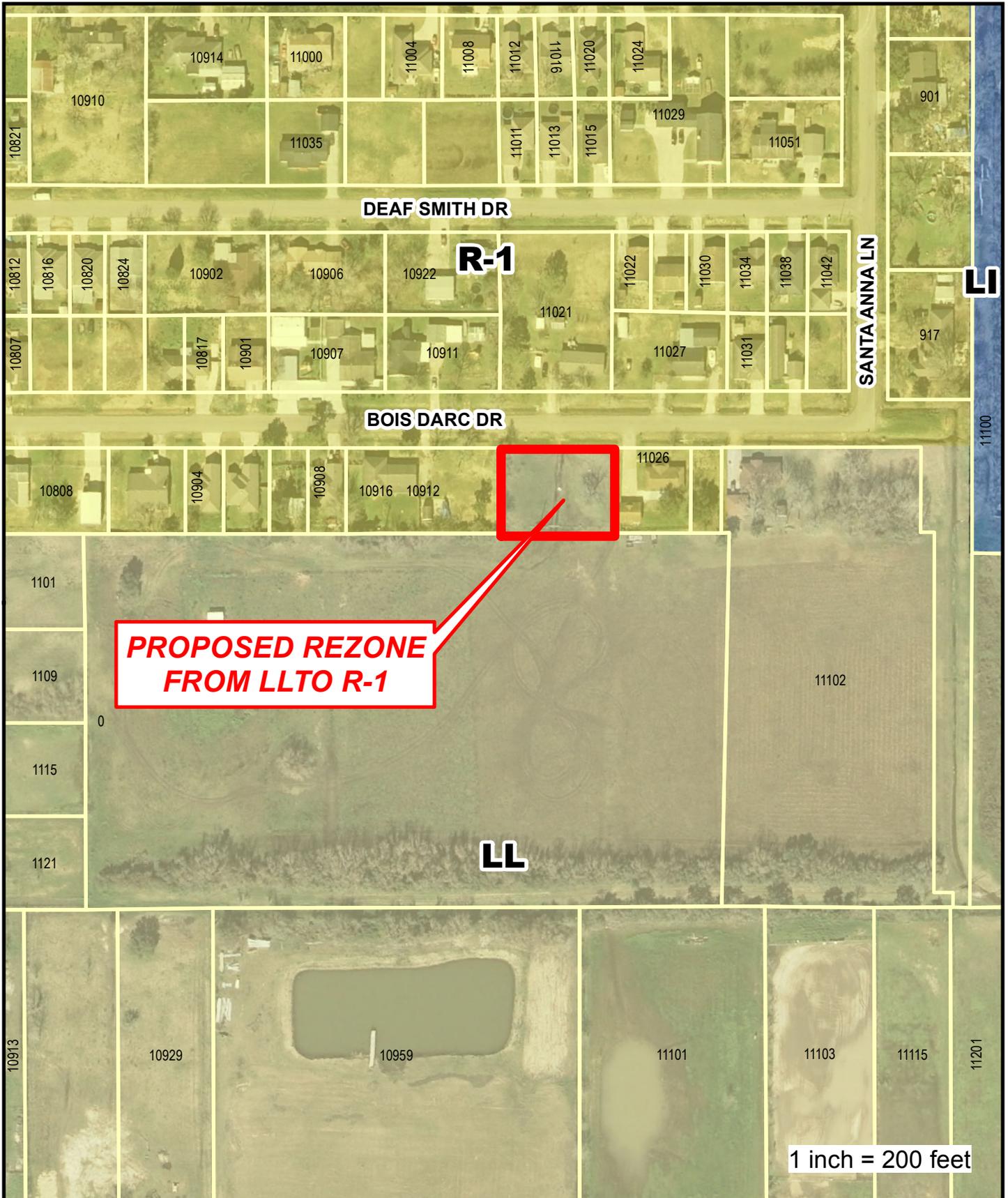
DATE OF CITY COUNCIL AGENDA: \_\_\_\_\_ APPROVED:  YES  NO

ADOPTED BY ORDINANCE NO.: \_\_\_\_\_

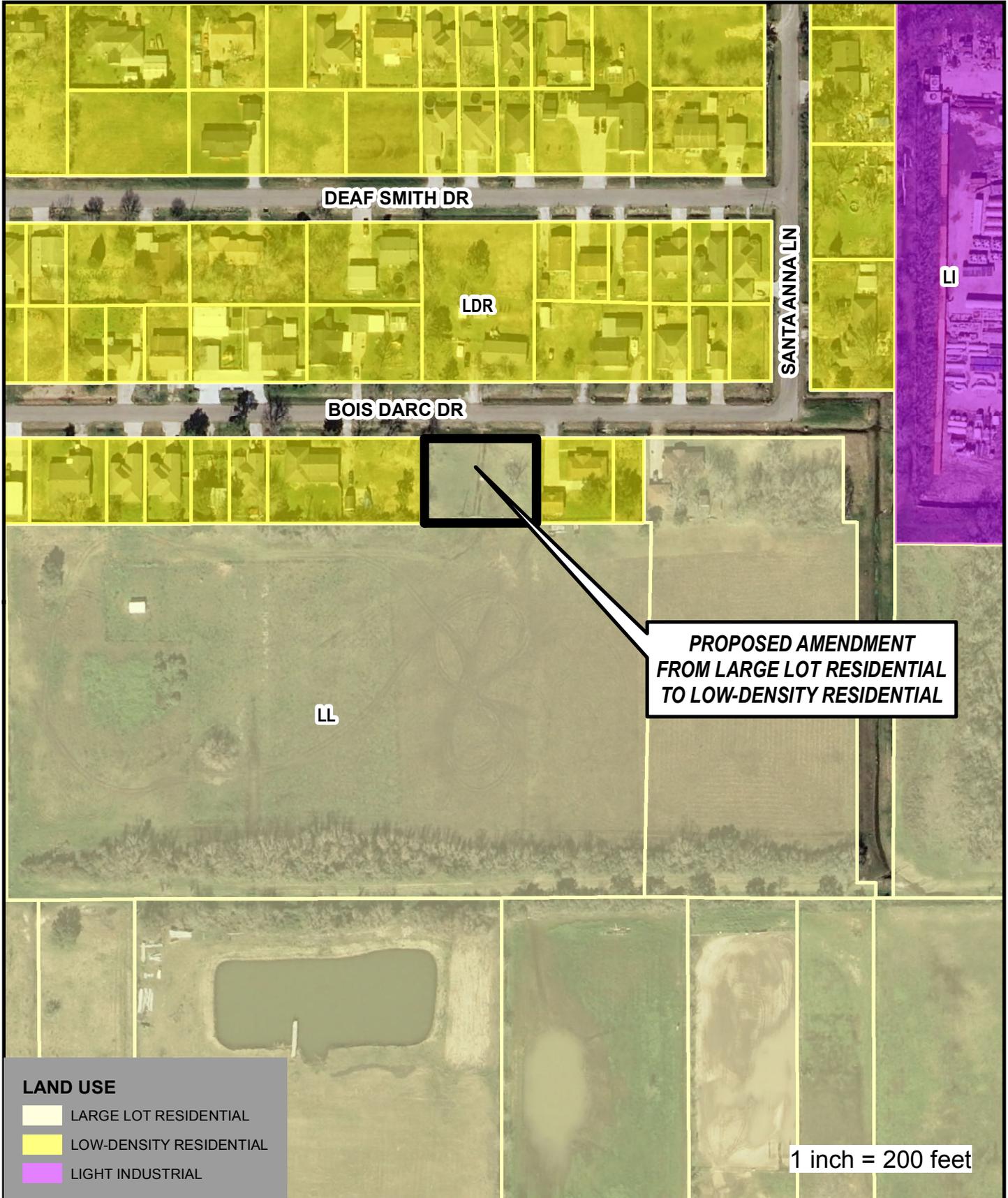
COMMENTS: \_\_\_\_\_

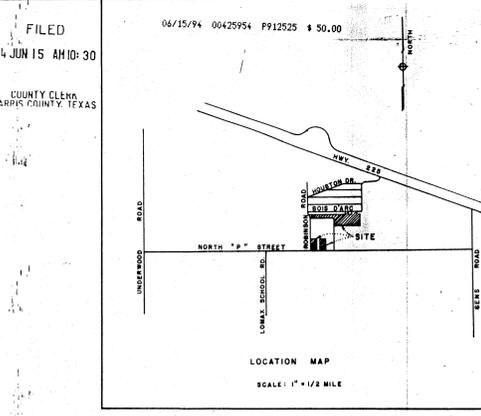
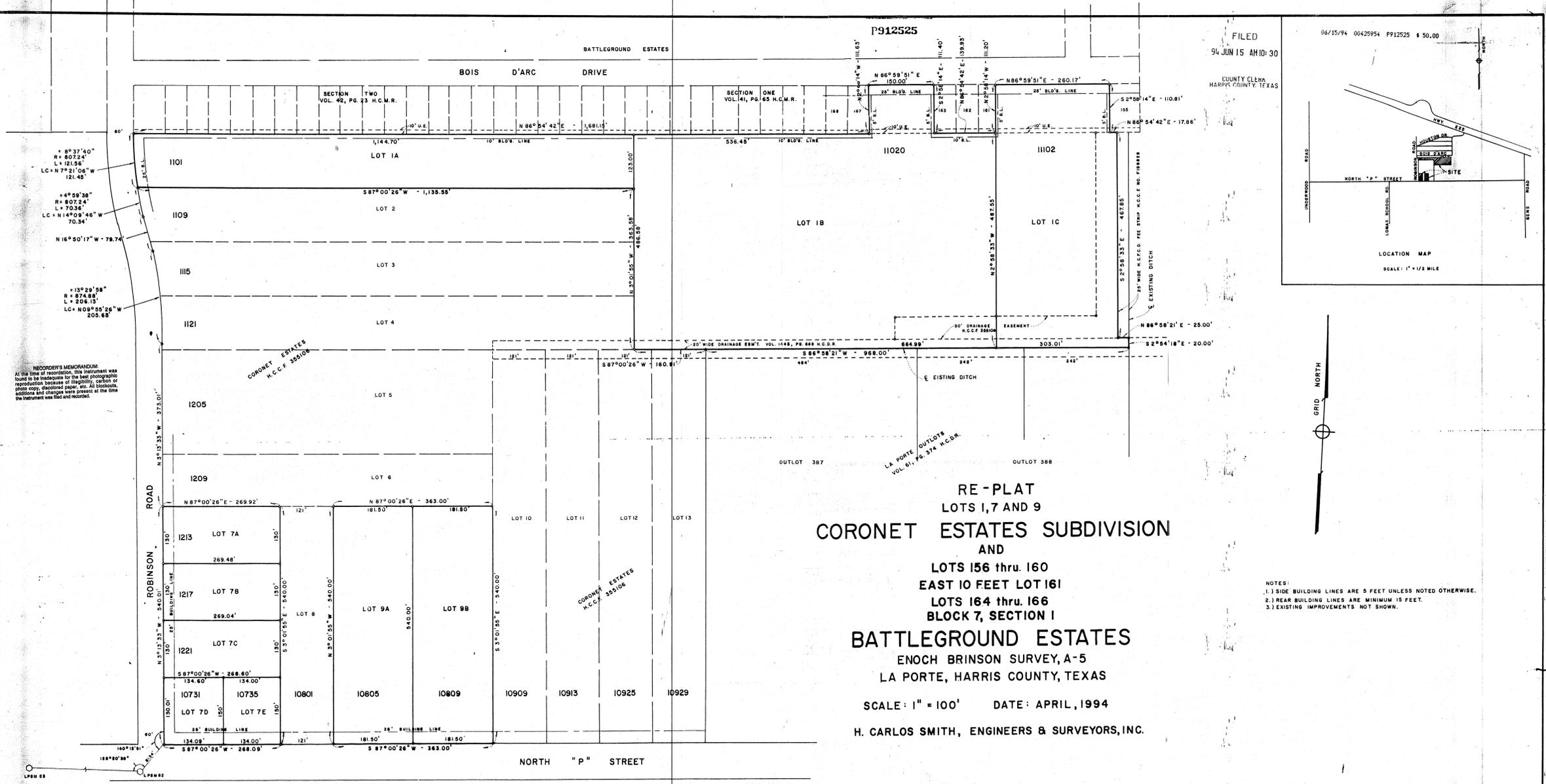
# AREA MAP WITH ZONING DISTRICTS

ZONE CHANGE REQ. #14-92000003



# SURROUNDING LAND USE MAP





**RE-PLAT**  
**LOTS 1, 7 AND 9**  
**CORONET ESTATES SUBDIVISION**  
 AND  
**LOTS 156 thru. 160**  
**EAST 10 FEET LOT 161**  
**LOTS 164 thru. 166**  
**BLOCK 7, SECTION 1**  
**BATTLEGROUND ESTATES**  
 ENOCH BRINSON SURVEY, A-5  
 LA PORTE, HARRIS COUNTY, TEXAS  
 SCALE: 1" = 100' DATE: APRIL, 1994  
 H. CARLOS SMITH, ENGINEERS & SURVEYORS, INC.

NOTES:  
 1.) SIDE BUILDING LINES ARE 5 FEET UNLESS NOTED OTHERWISE.  
 2.) REAR BUILDING LINES ARE MINIMUM 15 FEET.  
 3.) EXISTING IMPROVEMENTS NOT SHOWN.

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED DAVID A. SKEANAN and DEBRA SKEANAN, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20 DAY OF April, 1994.  
 [Notary Seal]

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED MICHAEL S. PERTL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said person.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19 DAY OF April, 1994.  
 [Notary Seal]

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED RICHARD L. MOOVER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said person.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21 DAY OF April, 1994.  
 [Notary Seal]

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED ZARABOZA V. TREVINO and THERESA R. TREVINO, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19 DAY OF April, 1994.  
 [Notary Seal]

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF RE-PLAT OF LOTS 1, 7 AND 9, BLOCK 1, CORONET ESTATES; AND LOTS 156, 157, 158, 159, 160 AND THE EAST 10 FEET OF LOT 161, LOTS 164, 165 AND 166, BLOCK 7, BATTLEGROUND ESTATES, SECTION ONE, ENOCH BRINSON SURVEY, A-5, HARRIS COUNTY, TEXAS IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF LA PORTE AND AUTHORIZED THE RECORDING OF THIS PLAT THIS 21 DAY OF April, 1994.  
 [Signatures of City Officials]

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED JERRY S. GREENWOOD and DONNA J. GREENWOOD, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19 DAY OF April, 1994.  
 [Notary Seal]

ATTEST:  
 BY: [Signature]  
 FRED THOMPSON  
 LA PORTE CITY ENGINEER

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED MAC R. BALDWIN and ANY BALDWIN, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20 DAY OF April, 1994.  
 [Notary Seal]

ATTEST:  
 BY: [Signature]  
 PERRY A. LEE  
 SECRETARY, LA PORTE PLANNING AND ZONING COMMISSION

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED RONALD HONEA and RENEE HONEA, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18 DAY OF April, 1994.  
 [Notary Seal]

ATTEST:  
 BY: [Signature]  
 LINDA L. STUBBS  
 COUNTY CLERK, HARRIS COUNTY

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED TIMOTHY L. SMITH and TANYA L. SMITH, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20 DAY OF April, 1994.  
 [Notary Seal]

STATE OF TEXAS  
 COUNTY OF HARRIS  
 I, MICHAEL S. PERTL, OWNER OF 12.44 ACRES OUT OF LOT 1, BLOCK 1, CORONET ESTATES; LOTS 156, 157 AND 158, BLOCK 7, BATTLEGROUND ESTATES, SECTION 1; ME, ZARABOZA V. TREVINO and THERESA R. TREVINO, OWNERS OF 2.255 ACRES OUT OF LOT 1, BLOCK 1, CORONET ESTATES AND LOTS 156, 157, 158, 159 AND THE EAST 10 FEET OF LOT 160, BLOCK 7, BATTLEGROUND ESTATES, SECTION 1; ME, JERRY S. GREENWOOD and WIFE DONNA J. GREENWOOD, OWNERS OF THE EAST 10 FEET OF LOT 9, BLOCK 1, CORONET ESTATES AND THE WEST 10 FEET OF LOT 7, BLOCK 1, CORONET ESTATES; ME, MAC R. BALDWIN and WIFE, ANY BALDWIN, OWNERS OF A 0.8057 ACRE TRACT OUT OF LOT 7, BLOCK ONE (1), CORONET ESTATES; ME, RONALD HONEA and WIFE, RENEE HONEA, OWNERS OF A 0.443 ACRE TRACT OUT OF LOT 7, BLOCK ONE (1), CORONET ESTATES; ME, TIMOTHY L. SMITH and WIFE, TANYA L. SMITH, OWNERS OF A 0.8057 ACRE TRACT OUT OF LOT 7, BLOCK ONE (1), CORONET ESTATES; ME, DAVID A. SKEANAN, WIFE DEBRA SKEANAN and RICHARD L. MOOVER, OWNERS OF A 1.243 ACRE TRACT OUT OF LOT 7, BLOCK ONE (1), CORONET ESTATES; HEREAFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE FOREGOING DESCRIBED PROPERTY IN THE ABOVE AND FOREGOING MAP OF THE RE-PLAT OF LOTS 1, 7 AND 9, BLOCK 1, CORONET ESTATES AND RE-PLAT OF LOTS 156, 157, 158, 159, EAST 10 FEET OF LOT 160, LOTS 164, 165 AND 166, BLOCK 7, BATTLEGROUND ESTATES, SECTION ONE, ENOCH BRINSON SURVEY, A-5, HARRIS COUNTY, TEXAS; DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF THE SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAP OR PLAT AND HEREBY DEDICATE TO THE PUBLIC ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.  
 FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBTSTRUCTED AERIAL EASEMENT FIVE (5) FEET IN WIDTH FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL COMMON USE PUBLIC UTILITY EASEMENTS SHOWN HEREON.  
 FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF BUILDINGS AS ALLOWED IN AN R-1 ZONE ACCORDING TO THE CITY OF LA PORTE ZONING ORDINANCES AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.  
 FURTHER, THE OWNERS HEREBY CERTIFY THAT THIS RE-PLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS; WE FURTHER CERTIFY THAT NO PORTION OF THE PROPOSED AREA TO BE RE-PLATTED IS LIMITED BY DEED RESTRICTIONS TO RESIDENTIAL USE FOR MORE THAN TWO (2) RESIDENTIAL UNITS PER LOT.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF BUILDINGS AS ALLOWED IN AN R-1 ZONE ACCORDING TO THE CITY OF LA PORTE ZONING ORDINANCES AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.  
 FURTHER, THE OWNERS HEREBY CERTIFY THAT THIS RE-PLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS; WE FURTHER CERTIFY THAT NO PORTION OF THE PROPOSED AREA TO BE RE-PLATTED IS LIMITED BY DEED RESTRICTIONS TO RESIDENTIAL USE FOR MORE THAN TWO (2) RESIDENTIAL UNITS PER LOT.  
 [Signatures of Owners]

I, CONNIE M. GEE, ASSISTANT COUNTY CLERK, HARRIS COUNTY, TEXAS, DO HEREBY RATIFY AND CONFIRM SAID SUBDIVISION AND DEDICATION, AND HEREBY IN ALL THINGS SUBORDINATE TO SAID SUBDIVISION THE LIEN AGAINST LAND HELD AND OWNED BY US.  
 WITNESS OUR HANDS IN ST. PAUL, HARRIS COUNTY, TEXAS, THIS 27 DAY OF April, 1994.  
 [Signatures of County Officials]

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED DONNA J. GREENWOOD and JERRY S. GREENWOOD, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 WITNESS OUR HANDS IN Houston, HARRIS COUNTY, TEXAS, THIS 20 DAY OF April, 1994.

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED RICHARD L. MOOVER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said person.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20 DAY OF April, 1994.  
 [Notary Seal]

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED ZARABOZA V. TREVINO and THERESA R. TREVINO, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 WITNESS OUR HANDS IN Houston, HARRIS COUNTY, TEXAS, THIS 19 DAY OF April, 1994.

STATE OF TEXAS  
 COUNTY OF HARRIS  
 BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED JERRY S. GREENWOOD and DONNA J. GREENWOOD, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity and herein set out and as the act and deed of said persons.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19 DAY OF April, 1994.  
 [Notary Seal]

STATE OF TEXAS  
 COUNTY OF HARRIS  
 THIS IS TO CERTIFY THAT I, H. CARLOS SMITH, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE ARE MARKED WITH 5/8 INCH IRON RODS UNLESS INDICATED OTHERWISE, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE ON THE GROUND BY ME.  
 [Signature of Surveyor]

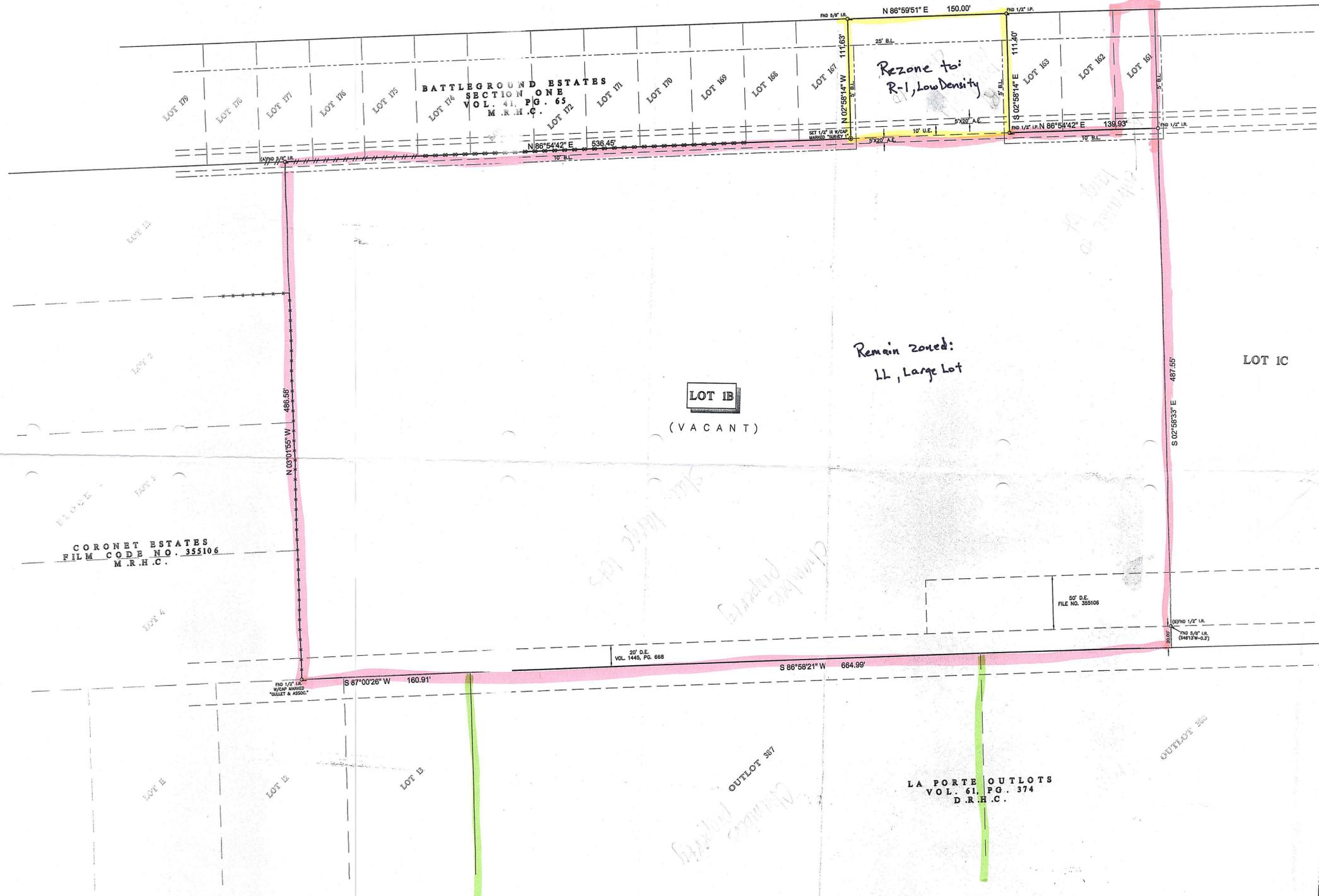
I certify that this plat has  
 been duly filed with the City Clerk  
 [Signature]

I, BEVERLY KAUFMAN, CLERK OF THE COUNTY COURT OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON JUNE 15, 1994, AT 10:30 O'CLOCK AM AND ONLY RECORDED ON JUNE 22, 1994, AT 10:00 O'CLOCK AM UNDER HARRIS COUNTY CLERK'S FILE NO. 360035.  
 BEVERLY KAUFMAN, CLERK  
 HARRIS COUNTY COURT  
 [Signature]

THIS CERTIFICATE IS VALID ONLY AS TO THE INSTRUMENT ON WHICH IT IS ISSUED AND DOES NOT AFFECT THE VALIDITY OF ANY OTHER INSTRUMENTS WHICH MAY BE FILED OR RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AFTER THE RECORDING OF THIS INSTRUMENT.

**BOIS D'ARC DRIVE**  
(6' R.O.W.)

SCALE 1"=50'



CORONET ESTATES  
FILM CODE NO. 355106  
M.R.H.C.

BATTLEGROUND ESTATES  
SECTION ONE  
VOL. 41, PG. 65  
M.R.H.C.

**LOT 1B**  
(VACANT)

Remain zoned:  
LL, Large Lot

LOT 1C

LA PORTE OUTLOTS  
VOL. 61, PG. 374  
D.R.H.C.

**NOTES**

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SUBDIVISION PLAT NAMED BELOW. POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. FLOOD INFORMATION IS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR THE COUNTY LISTED BELOW.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE REPORT FOR THE COUNTY LISTED BELOW.
4. THIS SURVEY IS CONFINED TO THE CLIENT LISTED BELOW FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUCCESSOR OWNERS.
5. ALL EASEMENTS AND BUILDING LINES SHOWN ARE FOR THE RECORDED PLAT ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUCCESSOR OWNERS.
6. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.

**LEGEND**

- CHAIN LINK FENCE
- WIRE FENCE
- /—/— WOOD FENCE
- BL — BUILDING LINE
- UE — UTILITY EASEMENT
- AE — ADJACENT EASEMENT
- DE — DRAINAGE EASEMENT

**PROJECT:** A LAND TITLE SURVEY OF LOT 1B, OF RE-PLAT, LOTS 1, 7 AND 9 CORONET ESTATES SUBDIVISION AND LOTS 156 THRU 160, EAST 10 FEET LOT 161, LOTS 164 THRU 166, BLOCK 7, SECTION 1, BATTLEGROUND ESTATES, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 360035 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

**CLIENT:** DEBBIE CHAMBERS AND JOE CHAMBERS

**ADDRESS:** BOIS D'ARC DRIVE

**FLOOD ZONE:** X

**FLOOD MAP:** 48201G 0940 L

**FLOOD MAP DATE:** 6-18-2007

**FLOOD MAP COUNTY:** HARRIS

**DRAWN BY:** RICHARD RUSSELL

**DATE:** 8-21-2013

**SCALE:** 1"=50'

**PROJECT NO.:** 21960-13

**DATE:** 8-21-2013



**Council Agenda Item  
December 8, 2014**

**Receive report of La Porte Development Corporation Board – Councilmember Engelken**

\*\*\*\*\*



**Council Agenda Item  
December 8, 2014**

**9. ADMINISTRATIVE REPORTS**

- Christmas Holidays, Wednesday, December 24, 2014 and Thursday, December 25, 2014
- La Porte Redevelopment Authority/La Porte Tax Reinvestment Zone Number One Meeting, Wednesday, December 10, 2014

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

**11. 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** – For the purpose of deliberating the purchase, exchange, lease or value of real property: former Parks and Wildlife Building surrounding property.

**Texas Government Code, Section 551.071(1)(A)** - Consultation with City Attorney: Pending or Contemplated Litigation - Michael Williams vs. City of La Porte.

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

**13. ADJOURN**

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

**CERTIFICATION**

I certify that a copy of the December 8, 2014, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on December 2, 2014.

Patrice Fogarty

\*\*\*\*\*