

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



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

## **CITY COUNCIL MEETING AGENDA**

**Notice is hereby given of a Regular Meeting of the La Porte City Council to be held January 23, 2017, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.**

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Assistant City Attorney Clark Askins.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Daryl Leonard.
- 4. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 5. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
  - (a)** Consider approval or other action regarding minutes of the meeting held on January 9, 2017 - P. Fogarty
  - (b)** Consider approval or other action appointing Christopher Cargile to the City of La Porte Police Reserve Force - K. Adcox
  - (c)** Consider approval or other action regarding an Ordinance amending the City of La Porte Fiscal Year 2016-2017 Budget - S. Wolny
  - (d)** Consider approval or other action awarding Bid #17004 for Little Cedar Bayou Phase II Improvements - D. Pennell
  - (e)** Consider approval or other action awarding Bid #17009 for Main Street Elevated Water Tank - D. Pennell
  - (f)** Consider approval or other action regarding a Memorandum of Agreement with Fairmont Park Homeowners Association for a community cooperation project providing for fence installation along portions of Farrington Blvd., and along Collingswood Dr., both abutting Fairmont Park for a total City contribution of \$5,000.00 - T. Leach
  - (g)** Consider approval or other action authorizing the Mayor to execute an Interlocal Agreement with the City of Shoreacres for municipal court services - D. Mitrano
  - (h)** Consider approval or other action regarding an Ordinance authorizing the issuance of City of La Porte, Texas Certificates of Obligation, Series 2017 - P. Rinehart
- 6. AUTHORIZATIONS/ORDINANCES**
  - (a)** Consider approval or other action awarding Bid #17002 for the LPISD Historic Colored School Reconstruction-Phase 2 Rebid - D. Pennell

- (b) Consider approval or other action regarding funding to the Bay Area Coastal Protection Alliance for the production of new video to promote a coastal spine - C. Alexander
- (c) Consider approval or other action regarding an Ordinance amending Chapter 34 "Environment," of the Code of Ordinances of the City of La Porte, Texas for the purpose of enacting regulations for utilization of donation collection bins - C. Alexander

**7. DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding the reassignment of the detective position assigned to Internet Crimes Against Children (ICAC) to the Patrol Division - K. Adcox

**8. ADMINISTRATIVE REPORTS**

- Zoning Board of Adjustment Meeting, Thursday, January 26, 2017
- City Council Meeting, Monday, February 13, 2017
- City Council Meeting, Monday, February 27, 2017
- Planning and Zoning Commission Meeting, Thursday, February 16, 2017
- Zoning Board of Adjustment Meeting, Thursday, February 23, 2017

- 9. 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, J. Martin, K. Martin, Kaminski, Zemanek and Mayor Rigby.

**10. ADJOURN**

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

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

**CERTIFICATION**

I certify that a copy of the January 23, 2017 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on January 18, 2017.

*Patrice Fogarty*



**Council Agenda Item  
January 23, 2017**

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3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Daryl Leonard.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

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## Council Agenda Item January 23, 2017

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

## **MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE JANUARY 9, 2017**

The City Council of the City of La Porte met in a regular meeting on **Monday, January 9, 2017**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Engelken, K. Martin, Leonard, Earp, Zemanek, Clausen, and Kaminski. Absent: Councilmember J. 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 Clark Askins, Assistant City Attorney.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember John Zemanek.

4. **PRESENTATIONS, PROCLAMATIONS and RECOGNITIONS**

(a) Recognition – Winners of the 2016 Christmas Parade – Mayor Rigby

Mayor Rigby recognized Best Organization: Ana's Dance Studio and Best of Show; The Graham Family "Snowgies" as the winners of the 2016 Christmas Parade.

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

Catherine Focke, 111 South Y St., addressed Council with concerns of tenants residing at 202 South Y St., and not abiding by City ordinances. She requested Council address these issues.

Charlotte Mahoney, 227 South Y St., addressed Council with concerns of the tenants residing at 202 South Y St., and not abiding City ordinances. She requested Council address these issues.

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

(a) Consider approval or other action regarding minutes of meeting held on December 12, 2016 – P. Fogarty

- (b)** Consider approval or other action regarding an Ordinance ordering the May 6, 2017, General Election of the City of La Porte – P. Fogarty
- (c)** Consider approval or other action regarding a Resolution of the City Council of the City of La Porte, Texas opposing any legislation that increases the maximum transport haul weights over roadways in the City of La Porte, to include heavy haul corridor(s) – T. Leach
- (d)** Consider approval or other action authorizing the Mayor to sign a letter advocating the Texas Legislature to change language of Section 505.258(1), Local Government Code to allow the La Porte Development Corporation to continue to collect sales tax as long as bonds, projects, or other obligations of the Corporation exists – T. Leach
- (e)** Consider approval or other action regarding an amendment to the bus service agreement between Harris County and the City of La Porte for local bus service for the period of twelve (12) months with the approval of Harris County – T. Leach
- (f)** Consider approval or other action awarding Bid # 17006 for Water and Sewer Supplies – D. Pennell
- (g)** Consider approval or other action awarding Bid # 17001 for Browning and Golden Drainage Improvements Project – D. Pennell
- (h)** Consider approval or other action awarding Bid # 17008 for Clarifier Rehabilitation at the City of La Porte Wastewater Treatment Facility – D. Pennell
- (i)** Consider approval or other action regarding an Ordinance amending Chapter 2, “Administration” of the Code of Ordinances of the City of La Porte, by adopting rules for electronic submission of bids and proposals in accordance with Section 252.0415, Texas Local Government Code – C. Daeumer
- (j)** Consider approval or other action regarding a professional services agreement with HDR Engineering, Inc., for on-going GIS technical services – B. Sterling

Consent Item D, was removed from consideration at the request of City Manager Corby Alexander.

Councilmember Earp asked questions regarding Consent Items E, G, H, I and J.

Regarding Item E, Councilmember Earp asked how many citizens used the services last year. Assistant City Manager Traci Leach advised 7,896 for October-June 2016; 8,848 for Fiscal Year 2015; 8447 for Fiscal Year 2014 and 6,913 for Fiscal Year 2013.

Regarding Item G, Councilmember Earp asked if points were given to the locally owned business. Assistant Director of Public Works Don Pennell responded they did not meet the criteria for designation as a local vendor.

Regarding Item H, Councilmember Earp asked if the sole source vendor’s bid is in line with the previous three that were replaced. Assistant Director of Public Works Don Pennell responded yes.

Regarding Item I, Councilmember Earp asked if the City currently uses the service and will there be an increase in cost. Purchasing Manager Cherell Daeumer advised the City is currently using the service, and there will not be an increase for the City or vendors.

Regarding Item J, Councilmember Earp asked if the item goes out for bid. GIS Manager Brian Sterling responded no. Councilmember Earp asked if another company provides the service. Mr. Sterling responded there may be others that provide the service; but HDR Engineering, Inc., is used because of their municipal experience.

Councilmember Engelken made a motion to approve Consent Agenda Items 6 a, b, c, e-j pursuant to staff recommendations. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember J. Martin was absent.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3661**: AN ORDINANCE ORDERING THE REGULAR ANNUAL ELECTION OF THE CITY OF LA PORTE, TEXAS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR A JOINT ELECTION WITH THE LA PORTE INDEPENDENT SCHOOL DISTRICT AND SAN JACINTO COLLEGE DISTRICT; PROVIDING FOR THE USE OF VOTING MACHINES; APPOINTING ELECTION OFFICIALS; PROVIDING FOR METHOD, LOCATIONS AND DATES OF EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR RETURN AND CANVASS OF VOTES OF SAID ELECTION; PROVIDING FOR A RUN-OFF ELECTION IF NECESSARY, ON THE SECOND SATURDAY IN JUNE; PROVIDING FOR NOTICE; PROVIDING A SAVINGS CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETING LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3662**: AN ORDINANCE AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS BY ADOPTING RULES FOR ELECTRONIC SUBMISSION OF BIDS AND PROPOSALS IN ACCORDANCE WITH SECTION 252.0415, TEXAS LOCAL GOVERNMENT CODE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

## 7. PUBLIC HEARING AND ASSOCIATED ORDINANCES

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

The public hearing opened at 6:20 p.m.

Deputy Building Official Mike Collier presented a summary of four structures, 403 Arizona; 223 Bayside Dr.; 2823 S. Broadway #1; and 211 N. Forrest, which were discussed at the September 12, 2016, council meeting, and given a 120-day extension to either complete or substantially complete repairs or be demolished.

Mr. Collier recommended 223 Bayside be removed from the dangerous building list, requested an additional 30-45 days to conduct a complete evaluation of 211 N. Forrest and recommended 2823 S. Broadway #1 and 403 Arizona be demolished due to no improvements.

Rand Nicols, 223 Bayside Dr., addressed Council and provided an update on the improvements made to his property.

Abe Castaneda, 2823 S. Broadway #1, addressed Council requesting not to tear down the entire building.

John Braniff, 3135 Fondren, addressed Council regarding 2823 S. Broadway #1 and requested the building be demolished.

Nancy Doize, 211 N. Forrest, addressed Council with an update on the improvements being made on her property and requested additional time for repairs before selling the home.

Randall Sexton, 403 Arizona, addressed Council and requested additional time to retrieve personal belongings from the property.

The public hearing was held open until February 13, 2017.

Councilmember Zemanek made a motion to remove 223 Bayside Dr., from the dangerous building list; continue the public hearing until February 13, 2017, for 211 N. Forrest; and follow Staff's recommendation to demolish 2823 S. Broadway #1 and 403 Arizona. Councilmember Engelken seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember J. Martin was absent.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3663**: AN ORDINANCE DECLARING THE COMMERCIAL BUILDING LOCATED AT 0.138 ACRE TRACT DESCRIBED AS TRACTS 33B AND 34D, ABSTRACT 30, W.P., HARRIS, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 2823 S. BROADWAY ST. #1. TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT BRETT COE, EDWARD SOLIZ, AND ABRAHAM CASTANEDA ARE THE RECORD OWNERS OF SAID PROPERTY; ORDERING THE SAID OWNERS TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUIDLING; ORDERING THE SAID OWNERS TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNERS; PROVIDING FOR THE REMOVAL OF SAID BUILDING BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3664**: AN ORDINANCE DECLARING THE PRIMARY RESIDENTIAL DWELLING LOCATED AT LOTS FOUR (4) AND FIVE (5) AND SOUTH ½ OF LOT THREE (3), BLOCK 223, CITY OF LA PORTE, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 403 ARIZONA ST. TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT RANDALL E. SEXTON IS THE RECORD OWNER OF SAID PROPERTY; ORDERING THE SAID OWNER TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUIDLING; ORDERING THE SAID OWNER TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNERS IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

## 8. AUTHORIZATIONS

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

Assistant Public Works Director Don Pennell presented a summary.

Councilmember Zemanek made a motion to authorize the purchase of one horizontal grinder from RotoChopper for a total amount of \$270,158.00. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember J. Martin was absent.**

**9. DISCUSSION AND POSSIBLE ACTION**

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

City Secretary Patrice Fogarty presented a summary.

Councilmember Kaminski made a motion to move Dennis Oian from Alternate 2 position to Position 4; Shelley Fuller to Alternate 1 position and Thomas Deen to Alternate 2 position, on the Zoning Board of Adjustment. Councilmember Engelken seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember J. Martin was absent.**

**10. REPORTS**

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

No report was provided.

**11. ADMINISTRATIVE REPORTS**

City Manager Corby Alexander advised Council that Staff will reach out to the citizens who addressed Council with concerns of potential code violations and animal control issues at 202 South Y St.

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

Councilmember Zemanek welcomed everyone back and hoped everyone had a happy and safe holiday;

Councilmember Leonard wished everyone a Happy New Year;

Councilmember Engelken wished everyone a Happy New Year and commented the meeting was good;

Councilmember Earp passed on making comments;

Councilmember Clausen wished everyone a Happy New Year;

Councilmember K. Martin wished everyone a Happy New Year and congratulated the parade winners;

Councilmember Kaminski Martin wished everyone a Happy New Year; and congratulated the parade winners;

Mayor Rigby wished everyone a Happy New Year and best wishes for 2017.

**13. EXECUTIVE SESSION** – The City 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, including, but not limited to, the following:

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

City Council recessed the regular Council meeting to convene an executive session at 7:09 p.m. regarding the item listed above.

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

City Council reconvened into the regular Council meeting at 7:23 p.m.

Regarding the discussion acquisition of real property adjacent to the Fitness Center, Councilmember Engelken made a motion to direct Staff to negotiate the property adjacent to the Fitness Center. Councilmember Zemanek seconded. **MOTION PASSED 8/0. Councilmember J. Martin was absent.**

15. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 7:24 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember J. Martin was absent.**

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Patrice Fogarty, City Secretary

Passed and approved on January 23, 2017.

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Mayor Louis R. Rigby

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 23, 2017</u>	<u>Appropriation</u>
Requested By: <u>Kenith Adcox</u>	Source of Funds: <u>N/A</u>
Department: <u>Police</u>	Account Number: _____
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
<b>Attachments :</b>	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

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### SUMMARY & RECOMMENDATIONS

Article III, Section 54-61 of the Code of Ordinances and the Texas Government Code, Section 341.012, both entitled "Police Reserve Force", require that persons appointed by the Chief of Police as reserve police officers must be approved by City Council before they may carry a weapon or otherwise act as a peace officer.

The Department is requesting that City Council approve the appointment of Christopher Cargile to the Police Reserve Force. Mr. Cargile holds a current Peace Officers License with the State of Texas and has met all the same criteria (qualifications, training, screening, etc.) required for a full-time police officer position with the La Porte Police Department. Mr. Cargile was also recently hired as a part-time jailer for the La Porte Police Department.

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#### Action Required of Council:

Consider approval or other action to appoint of Christopher Cargile to the La Porte Police Reserve Force.

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#### Approved for City Council Agenda

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

\_\_\_\_\_  
Date

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>January 23, 2017</u>
<b>Requested By:</b> <u>Michael Dolby, CPA</u>
<b>Department:</b> <u>Finance</u>
<b>Report:</b> <u>    </u> <b>Resolution:</b> <u>    </u> <b>Ordinance:</b> <u>  XX  </u>

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

**Exhibits:** Ordinance

**Exhibits:** Excerpt from FY 2017 Adopted Budget & Amended Budget (Exhibit A & B)

**Exhibits:** Explanations / Backup for Amendment (Exhibit C)

### **SUMMARY & RECOMMENDATION**

The City Council adopted the Fiscal Year 2016-17 Budget on September 26, 2016.

The Summary of Funds, which is shown below, represents the amendments which council previously approved to the FY 2016-17 Budget. (\*denotes funds with current changes)

	Original Budget	Proposed Amended Budget
General Fund	\$ 47,089,127	\$ 47,089,127
<b>Grant Fund</b>	<b>1,417,967</b>	<b>1,537,967</b> *
Street Maintenance Sales Tax Fund	1,605,313	1,605,313
Emergency Services District Sales Tax Fund	1,302,632	1,302,632
Hotel/Motel Occupancy Tax	836,241	836,241
Economic Development Corporation	2,631,181	2,631,181
Tax Increment Reinvestment Zone	6,309,824	6,309,824
Utility	7,322,478	7,322,478
Airport	186,773	186,773
La Porte Area Water Authority	1,391,802	1,391,802
<b>Motor Pool</b>	<b>2,591,574</b>	<b>2,861,732</b> *
Insurance Fund	7,850,066	7,850,066
Technology Fund	100,000	100,000
General Capital Improvement	3,769,150	3,769,150
Utility Capital Improvement	1,040,000	1,040,000
Sewer Rehabilitation Capital Improvement	350,000	350,000
Drainage Improvement Fund	365,000	365,000
2015 Certificates of Obligation Bond Fund	3,227,687	3,227,687
General Debt Service	3,913,706	3,913,706
La Porte Area Water Authority Debt Service	326,400	326,400
	\$93,626,921	\$94,017,079

#### **Action Required by Council:**

Adopt Ordinance Amending Fiscal Year 2016-17 Budget for the following items:

- A. \$120,000 in the Grant Fund for an agreement with the Head Start Program for a paving project.
- B. \$270,158 in the Motor Pool Fund for replacement of a horizontal grinder.

#### **Approved for City Council Agenda**

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

\_\_\_\_\_  
Date

## ORDINANCE \_\_\_\_\_

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

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

WHEREAS, the Budget for the fiscal year October 1, 2016, through September 30, 2017, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on July 28, 2016, and a public hearing scheduled for September 12, 2016 was duly advertised and held, and said Budget was finally approved by ordinance on September 26, 2015;

WHEREAS, Subsection (b) of Section 102.009 of the Texas Local Government Code provides that, after final adoption of the budget, the governing body of the municipality may spend municipal funds only in strict compliance with the budget, except in emergency, where in such cases the governing body of the municipality may authorize an emergency expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention;

WHEREAS, Section 102.010 of the Texas Local Government Code provides that the governing body of a municipality may make changes to its budget for municipal purposes;

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for and in the best interest of the health, safety and general welfare of the inhabitants of the City;

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

SECTION 1. A grave public necessity exists and to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention, the Budget must be amended and revised with respect to those appropriations set forth in Exhibit B, attached hereto by reference and made part hereof. In support thereof, the City Council finds that additional expenditures are necessary for 1) \$120,000.00 in the Grant Fund for agreement with Harris County Education Department for paving project adjacent to Head Start Facility at 927 S. 1<sup>st</sup> Street, said project being designed to address existing safety hazards to students; and 2) \$270,158.00 in the Motor Pool Fund for replacement of horizontal grinder equipment lost in accident. Such additional expenditures are more specifically described on Exhibit C.

SECTION 2: That the Budget for the City of La Porte, Texas, now before the said City Council for consideration, a complete copy of which is on file with the City Secretary and a summary of which is attached hereto by reference as Exhibit "A", is hereby amended as reflected on the amended budget summary document, attached hereto by reference as Exhibit "B", as the Budget for the said City of La Porte, Texas, for the period of October 1, 2016, through September 30, 2017.

SECTION 3. The several amounts stated in Exhibit C as the amended expenditures are hereby appropriated to and for the objects and purposes therein named, and are found to be for municipal purposes.

SECTION 4. The amended and revised expenditures of the general fund and the debt service fund

contained in the Budget, do not exceed the resources of each fund, as so amended and revised.

SECTION 5: The City Council finds that all things requisite and necessary to the adoption of said Budget and the amendments made hereto have been performed as required by charter or statute.

SECTION 6: Upon the passage and adoption of this ordinance, a copy of the ordinance shall be filed with the City Secretary, who shall attach a copy of same to the original budget.

SECTION 7: The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required 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 8: This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this the 23<sup>rd</sup> day of JANUARY, 2017.

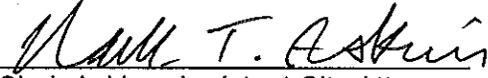
CITY OF LA PORTE, TEXAS

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

ATTEST:

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

APPROVED:

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

**EXHIBIT A**  
**(ORIGINAL BUDGET)**

---

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

	FY 16-17 Revenues	FY 16-17 Expenses
Governmental Fund Types:		
General Fund	42,853,397	\$ 47,089,127
Grant Fund	1,004,100	1,417,967
Street Maintenance Sales Tax	1,108,750	1,605,313
Emergency Services District	1,107,750	1,302,632
Hotel/Motel Occupancy Tax	651,500	836,241
Economic Development Corporat	2,221,000	2,631,181
Tax Increment Reinvestment	6,727,798	6,309,824
Total Governmental Types	<u>55,674,295</u>	<u>61,192,285</u>
Enterprise:		
Utility	8,097,900	7,322,478
Airport	61,000	186,773
La Porte Area Water Authority	1,544,887	1,391,802
Total Enterprise	<u>9,703,787</u>	<u>8,901,053</u>
Internal Service		
Motor Pool	3,108,735	2,591,574
Insurance Fund	7,667,313	7,850,066
Technology Fund	448,325	100,000
Total Internal Service	<u>11,224,373</u>	<u>10,541,640</u>
Capital Improvement:		
General	2,945,200	3,769,150
Utility	2,123,000	1,040,000
Sewer Rehabilitation	301,000	350,000
Drainage Improvement Fund	272,000	365,000
2015 C/O Bond Fund	-	3,227,687
Total Capital Improvement	<u>5,641,200</u>	<u>8,751,837</u>
Debt Service:		
General	3,872,795	3,913,706
La Porte Area Water Authority	-	326,400
Total Debt Service	<u>3,872,795</u>	<u>4,240,106</u>
Total All Funds	\$ 86,116,450	\$ 93,626,921

**EXHIBIT B**  
**(AMENDED BUDGET)**

---

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

	FY 16-17 Revenues	FY 16-17 Expenses
Governmental Fund Types:		
General Fund	42,853,397	\$ 47,089,127
<b>Grant Fund</b>	<b>1,124,100</b>	<b>1,537,967</b>
Street Maintenance Sales Tax	1,108,750	1,605,313
Emergency Services District	1,107,750	1,302,632
Hotel/Motel Occupancy Tax	651,500	836,241
Economic Development Corporat	2,221,000	2,631,181
Tax Increment Reinvestment	6,727,798	6,309,824
Total Governmental Types	<u>55,794,295</u>	<u>61,312,285</u>
Enterprise:		
Utility	8,097,900	7,322,478
Airport	61,000	186,773
La Porte Area Water Authority	1,544,887	1,391,802
Total Enterprise	<u>9,703,787</u>	<u>8,901,053</u>
Internal Service		
<b>Motor Pool</b>	<b>3,108,735</b>	<b>2,861,732</b>
Insurance Fund	7,667,313	7,850,066
Technology Fund	448,325	100,000
Total Internal Service	<u>11,224,373</u>	<u>10,811,798</u>
Capital Improvement:		
General	2,945,200	3,769,150
Utility	2,123,000	1,040,000
Sewer Rehabilitation	301,000	350,000
Drainage Improvement Fund	272,000	365,000
2015 C/O Bond Fund	-	3,227,687
Total Capital Improvement	<u>5,641,200</u>	<u>8,751,837</u>
Debt Service:		
General	3,872,795	3,913,706
La Porte Area Water Authority	-	326,400
Total Debt Service	<u>3,872,795</u>	<u>4,240,106</u>
Total All Funds	\$ 86,236,450	\$ 94,017,079

Exhibit C

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: July 25, 2016 Appropriation  
Requested By: Sharon Valiante Source of Funds: N/A  
Department: Public Works Account Number: \_\_\_\_\_  
Report:  Resolution:  Ordinance:  Amount Budgeted: \_\_\_\_\_  
Other:  Amount Requested: \$0  
Budgeted Item:  YES  NO

### Attachments :

1. 1st Street Location Map
2. TMUTCD Traffic Control Devices Layout
3. Head Start Facility Memo
4. Picture 1
5. Picture 2
6. Picture 3
7. Head Start Facility Traffic & Parking Improvements
8. Head Start Interlocal Agreement

---

### SUMMARY & RECOMMENDATIONS

#### Background:

The Head Start Program, a Division of Harris County Education, is located on South 1<sup>st</sup> Street in La Porte between Fairmont Parkway and H St. The school incorporated a breakfast program for the children that are enrolled in the school a few years ago and recently promoted it in hopes of increasing enrollment. The school did experience an increase in enrollment and, as a result, has experienced issues with traffic congestion during the morning and afternoon drop-off times.

The school requires the children to be signed in and out, thus requiring parents/designated individuals to park and drop-off/pick-up the children. Because of the limited parking capacity onsite, the number of cars that park on H Street has increased. First Street is a narrow two-way, mostly open ditch roadway with no shoulder. When cars park on the roadway, the two-way movement is very limited thus causing congestion issues. Head Start reached out to City staff requesting assistance with the traffic congestion.

Therefore, staff evaluated the situation with an on-site investigation and considered the options:

1. Establishing a route for pick-up and drop-offs – difficult to enforce
2. Establish a one-way roadway with the ability for short term parking when needed and a thru lane – best option

To convert or change the direction of flow on public roadways, it is prudent to conduct an analysis taking into consideration the function, the geometrics, the traffic patterns, and any observations relating to traffic issues. In addition, it is advisable to look for other options/recommendations as part of the analysis to provide a comprehensive look at the solution.

The analysis was performed by a professional engineer, using the Texas Manual of Uniform Traffic

A

Control Devices (TMUTCD) and sound engineering principles as a basis for the analysis and recommendations.

The study is complete and recommends these options:

1. Leave as existing – No cost, but impacts to traffic congestion and potential pedestrian to vehicle accidents remain high
2. Convert the two-way street to a one-way street in a northerly direction – improves the potential impacts to mobility and pedestrian safety significantly
3. Provide for on-street parking and additional parking in public rights-of-way where identified – 56 potential parking spaces with pedestrian walkways (Very conservative Estimated cost \$160,000; includes minor storm sewer installation) will improve pedestrian safety significantly and should reduce traffic congestion.

Finding a solution to traffic and pedestrian safety concerns in an area with limited space available is always challenging. However, there are ways to balance this with solutions that will help, and in some cases alleviate, the majority of the concerns. So, in the interest of public safety, both pedestrian and vehicle, staff visited with the Head Start group (included representatives from Harris County Education) and presented the results of the study analysis, hoping to encourage the group to take an active part in the improvements recommended. After discussion, staff were successful in generating an interest from the Head Start group to establish a partnership to provide for the means necessary to install the additional parking. The Head Start group indicated it would cost participate at \$120,000. Staff believe the additional parking spaces and the traffic control devices necessary to implement the improvements can be installed at a cost that would be fairly close to the amount of the cost participation. To support this effort, City staff will manage the project and provide in-house support where necessary to keep the construction cost at or near the commitment from Head Start.

Therefore, staff recommends establishing a one-way northerly movement for South 1<sup>st</sup> Street between H St and Fairmont Parkway. In addition, staff recommends execution of the Interlocal Agreement with Head Start to facilitate a partnership for the construction of the additional parking.

---

**Action Required of Council:**

1. Consider approval or other action of the installation of Traffic Control Devices to establish 1<sup>st</sup> Street as One-Way between H Street and Fairmont Parkway, and
2. Consider approval or other action to authorize the Mayor to execute an Interlocal Agreement with Head Start for the construction of the additional parking spaces on 1<sup>st</sup> Street and the public right-of-way between 1<sup>st</sup> and 2<sup>nd</sup> Streets.

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**Approved for City Council Agenda**

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Corby D. Alexander, City Manager

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Date

STATE OF TEXAS

COUNTY OF HARRIS

INTERLOCAL AGREEMENT FOR IMPROVEMENTS TO HEAD START FACILITY

On this the 25<sup>th</sup> day of July, 2016, City of La Porte, Texas, located in Harris County, Texas, hereafter called the "the City," and Harris County Department of Education, located in Harris County, Texas, hereinafter called "HCDE," enter into the following agreement (the "Agreement") pursuant to the authority granted by Chapter 791 of the Texas Government Code. The City and HCDE are herein collectively referred to as the "Parties," and individually as a "Party."

WITNESSETH

WHEREAS, the City and HCDE are local political subdivisions established and existing under the constitution and laws of the State of Texas and are governed by duly elected/appointed boards or councils who are authorized to enter into interlocal agreements; and

WHEREAS, HCDE operates a Head Start center located at 927 S. 1<sup>st</sup> street, La Porte, Texas 77571 (the "Head Start Facility");

WHEREAS, the City and HCDE wish to work together to ensure the safety of HCDE students, parents, and staff;

WHEREAS, the Parties desire to enter into this Interlocal Agreement to collaborate to construct various site improvements to enhance safety for student drop-off and pick-up the Head Start Facility.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties hereto, the Parties do hereby agree as follows:

I.  
TERM

1.01 The term of this Agreement shall commence when approved by the appropriate governing bodies of the City and HCDE, and executed by an authorized representative of each of the Parties, and conclude when the Project has been completed and certified by the City, except for provisions of this Agreement that expressly survive the termination or expiration thereof.

1.02 Either Party may terminate this Agreement without cause by giving thirty (30) days' written notice of termination to the other Party. In the event that this Agreement is terminated prior to the completion of the Project, the City shall reimburse to HCDE an amount equal to the difference between the costs actually incurred by the City in connection with the Project through the termination date, and the amount of the HCDE Contribution (as defined below).

II.  
SERVICES TO BE PERFORMED

2.01 The City agrees to manage and oversee the design and construction of paving and related improvements benefitting HCDE and the Head Start Facility, which improvements are described in more detail in Exhibit "A," attached hereto and incorporated herein by reference (the "Project"), which shall include, without limitation, the following:

- a. Enclosure of drainage ditch and construction of sidewalk within South 1<sup>st</sup> Street right-of-way, between north and south driveway access points, in front of the Head Start Facility;
- b. Paving improvement to street right-of-way standards of currently un-improved section of West I Street between First Street and Second Street;
- c. The City shall work closely with HCDE to minimize design and construction costs;
- d. Require all of the City's contractors engaged in the construction of the Project to maintain, for the duration of the construction of the Project, insurance policies with minimum coverage reasonably acceptable to HCDE, and naming HCDE as an additional insured. The City shall provide to HCDE, prior to the commencement of such construction, copies of insurance certificates evidencing the requirements set forth in the preceding sentence; and
- e. The plans and specifications for the Project shall be subject to HCDE's reasonable approval prior to the commencement of construction.

2.02 The City shall cause the Project to be completed no later than April, 2017.

2.03 HCDE agrees to provide funding, in an amount not to exceed \$120,000.00 (the "HCDE Contribution") to cover the cost of design and construction of the Project. The estimated cost of the design and construction of the Project is described in more detail in Exhibit B, attached hereto and incorporated herein by reference.

### III. ACCOUNTING

3.01 The CITY shall provide to HCDE an accounting of all costs incurred directly related to design and construction of the Project.

### IV. PAYMENT AND REIMBURSEMENT

4.01 The City will require payment of the HCDE Contribution prior to initiating final Project design.

4.02 In the event that the costs incurred by the City in connection with the design and construction of the Project are less than the HCDE Contribution amount set forth above, the City shall refund to HCDE an amount equal to the difference between the costs actually incurred by the City in connection with the Project, and the HCDE Contribution amount, no later than thirty (30) days following completion of construction of the Project.

4.03 The Parties hereby agree that each Party paying for the performance of governmental functions or services must make those payment from current revenues available to the paying Party.

### V. MISCELLANEOUS PROVISIONS

5.01 For as long as the Head Start Facility is utilized for the operation of a Head Start Program, or other public purpose, HCDE shall have the right to use the improvements constructed in connection with the Project. The provision set forth in this Section 5.01 shall survive termination or expiration of this Agreement.

5.02 This instrument contains the entire Agreement between the parties relating to the rights hereunder granted and the obligations herein assumed. Any oral representation or modifications concerning

this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by all Parties hereto.

5.03 The City and HCDE shall comply with all applicable rules, regulations, and laws of the United States of America, the State of Texas, and all laws, policies, regulations, and ordinances of the City, as they now exist or may hereafter be enacted or amended.

5.04 Except as otherwise provided herein, all notices required to be given hereunder shall be given in writing either by overnight mail, facsimile transmission, or certified or registered mail at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either Party. Notice given by mail shall be deemed received five (5) days after the date of mailing thereof to the following addresses:

HARRIS COUNTY DEPARTMENT OF EDUCATION

Head Start

Attn: Senior Director  
HCDE Administration  
6300 Irvington Boulevard  
Houston, Texas 77022  
Phone: (713)694-6300

THE CITY

City of La Porte, Texas  
Attn: City Manager  
604 E. Fairmont Parkway  
La Porte, TX 77571  
Fax No. (281) 842-1259

5.05 Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance. The rights and remedies contained in this Agreement shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereinafter existing, whether by statute, at law, or in equity; provided that the Parties shall not terminate this Agreement except in accordance with the provisions hereof.

5.06 This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas. The place of making and the place of performance for all purposes shall be La Porte, Harris County, Texas, and the exclusive venue for any legal proceeding relating to this Agreement shall be in Harris County, Texas.

5.07 All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

5.08 This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and HCDE only.

5.09 The article and section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

8.10 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

5.11 The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

5.12 The officers executing this Agreement on behalf of the Parties hereby represent that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

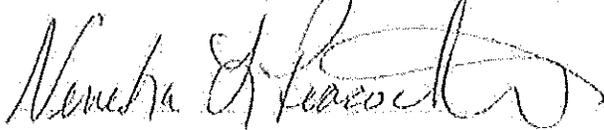
5.13 Nothing in this Agreement waives or alters any immunities provided to the Parties, their officers, employees, or agents under Texas or federal law.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on this ~~21<sup>st</sup>~~ day of July, 2016, the date of execution by the Mayor of City of La Porte.

HARRIS COUNTY DEPARTMENT OF EDUCATION



Venetia L. Peacock

HCDE Senior Director of Head Start

Date:

7/27/16

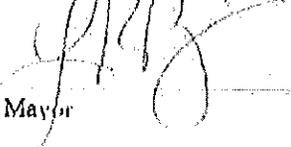


Jesus Amezcua, BSBA, CPA, Ph.D.

HCDE Assistant Superintendent Business Services

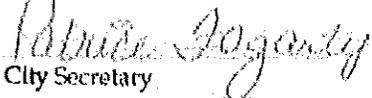
Date:

CITY OF LA PORTE, TEXAS



Mayor

ATTEST



Clty Secretary

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 9, 2017 Appropriation  
Requested By: Don Pennell Source of Funds: Motor Pool  
Department: Public Works Account Number: 009  
Report:  Resolution:  Ordinance:  Amount Budgeted: \$0  
Other:  Amount Requested: \$270,158.00  
Budgeted Item:  YES  NO

### Attachments :

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

---

### SUMMARY & RECOMMENDATIONS

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

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

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

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

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

B

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

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

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

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

#### **Benefits**

There will not be a drastic increase in landfill fees.

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

Reduced maintenance fees

#### **Liabilities**

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

Loss of interest on account.

---

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

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

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Approved for City Council Agenda

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Corby D. Alexander, City Manager

---

Date

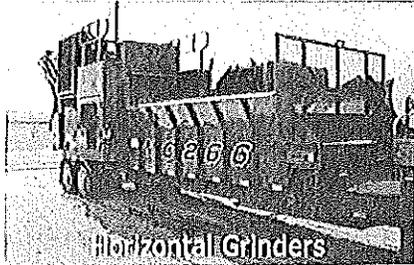


LIST, SELL, BUY, SAVE!

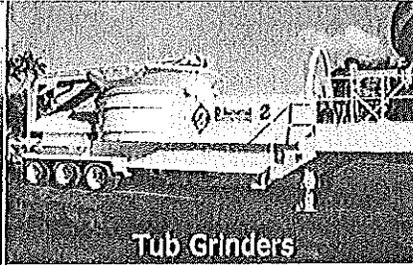
Search Equipment

SEARCH

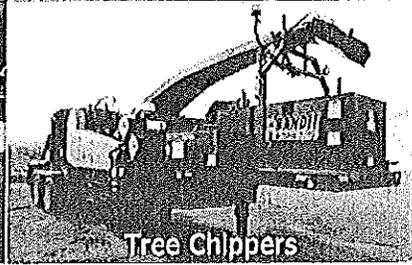
Call Today: 1-800-982-2844



Horizontal Grinders



Tub Grinders



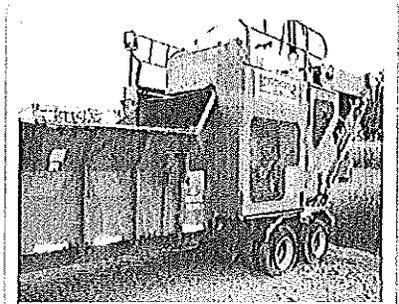
Tree Chippers

Home Equipment For Sale List For Free Financing Ask A Specialist About Contact Us

1998 Rotochopper MC166 Horizontal Grinder

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

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



Request a Call Back



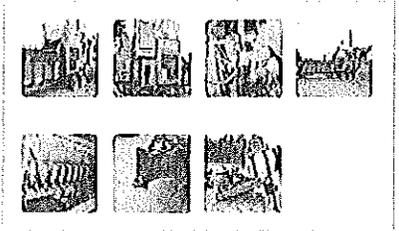
Product Overview

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

Product Details

Offered At: Less than \$110,000

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



1998 Rotochopper MC166 - 003...
[Video Player Placeholder]

Product Notice

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

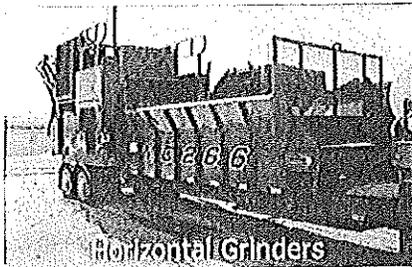


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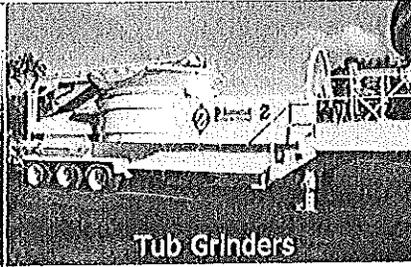
Search Equipment

SEARCH

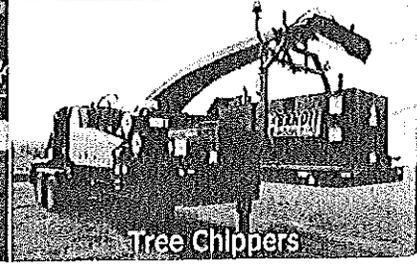
Call Today: 1-800-982-2844



Horizontal Grinders



Tub Grinders



Tree Chippers

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1998 Rotochopper MC-166 Horizontal Grinder

- All Categories -

- All Manufacturers -

Enter Keywords

Search

(Advanced Search)

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



Request a Call Back



Product Overview

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

Product Details

Offered At: Less than \$120,000

Make: Rotochopper

Model: MC-166

Year: 1998

Engine: CAT 3406

Horsepower: 435

Hours: 6469

Type of hitch: 5th wheel

Previously used for: Wood waste

Extras: Screen

Condition: 8

Apollo Listing #: 004190



1998 Rotochopper MC-166 Hori...

Product Notice

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

QUOTE TABULATION-GRINDER

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



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

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

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

**MC266 Mobile diesel powered wood fiber processor**

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

**Subtotal** **\$304,658.00**

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

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

**Total** **\$245,658.00**

**Additional Suggested Options Not Included in Price Total**

	Check to include	Customer initials	Sales Rep initials
AFEX Fire Suppression System <span style="float: right;">\$24,500.00</span>	—	—	—

**Notes:**

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

Quoted By: \_\_\_\_\_ Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

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

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- (4) a procurement for personal, professional, or planning services;
- (5) a procurement for work that is performed and paid for by the day as the work progresses;
- (6) a purchase of land or a right-of-way;
- (7) a procurement of items that are available from only one source, including:
  - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
  - (B) films, manuscripts, or books;
  - (C) gas, water, and other utility services;
  - (D) captive replacement parts or components for equipment;
  - (E) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
  - (F) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
- (8) a purchase of rare books, papers, and other library materials for a public library;
- (9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;

CITY OF LA PORTE, TEXAS

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

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

GENERAL

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

STATE MAKE/MODEL BID: \_\_\_\_\_

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

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

24 INCH DIAMETER BY 60 INCH WIDTH MINIMUM FEED WHEEL.

YES

NO

STATE ACTUAL SIZE

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

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

YES

NO

DESCRIBE EQUIPMENT'S METHOD OF DETECTING AND DISCHARGING METAL OBJECTS

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

YES

NO

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

YES

NO

UNIT SHALL INCLUDE A REVERSIBLE RADIATOR FAN.

YES

NO

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

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

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>January 23, 2017</u>	Appropriation	
Requested By:	<u>Don Pennell</u>	Source of Funds:	<u>032 CDBG Grant</u>
Department:	<u>Public Works</u>	Account Number:	<u>032.9892.530.1100</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted:	<u>\$1,500,000.00</u>
Other: <input type="radio"/>	<u></u>	Amount Requested:	<u>\$541,355.59</u>
<b>Attachments :</b>		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO

- 1. Bid Tabulation**
- 2. Bid Recommendation**
- 3. Project Area Map**

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### **SUMMARY & RECOMMENDATIONS**

Phase II of the Little Cedar Bayou drainage improvements runs from Madison St. right of way to 450 feet south of Spencer Highway generally along the 13th, 14<sup>th</sup> & 15<sup>th</sup> blocks and Street Right of ways. The project consists of widening the drainage channel and cleaning out and straightening the existing channel. This project is funded by the Texas General Land Office for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program (CDBG) July 7, 2011.

Bid #17004-Little Cedar Bayou Phase II Improvements was advertised on October 20 & 27, 2016 in the Bay Area Observer, posted on Public Purchase and the city's website. Thirty-three vendors downloaded the bid package. Bid #17004 was opened and read on December 13, 2016, seven bids were received. Paskey Inc. submitted the low bid at \$492,141.59 which includes the base bid (\$463,390.37) and Alternate Bid 1 (\$28,751.22.00). Paskey Inc. has successfully completed construction projects for the City of La Porte in the past.

Contingency: Staff is requesting a \$49,214.00 contingency equal to 10.0%.

The overall project budget is \$1.5 million. After land acquisition costs, grant administration, and design costs, the remaining balance for construction is \$651,725.

#### **Benefits:**

The project will address drainage and flooding issues in the area and allow for future drainage improvements upstream.

#### **Liabilities:**

Deferring the project construction would add to future drainage and flooding issues.

#### **Operating Costs:**

Vegetative growth control.

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**Action Required of Council:**

Consider approval or other action to award Bid #17004 to Paskey Inc., for the Little Cedar Bayou Phase II Improvements and authorize the City Manager to enter into a construction contract in the amount of \$492,141.59 with a total project funding allocation equal to \$541,355.59 including a \$49,214.00 construction contingency.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**TABULATION OF BIDS**  
**Little Cedar Bayou Phase II Improvements**  
**CITY OF LA PORTE**  
**RECEIVED AND OPENED ON 12/13/2016 AT 2:00 PM**



*Jason Bork*

12/15/16



Prepared By: JMB

Item No.	Item Description	Unit Meas.	Quantity	BIDDER NUMBER 1 PASKEY INCORPORATED		BIDDER NUMBER 2 CRYSTALLINE DEVELOPMENT, LLC		BIDDER NUMBER 3 RAC INDUSTRIES, LLC		BIDDER NUMBER 4 TLC TRUCKING AND CONTRACTING, INC.		BIDDER NUMBER 35 MAR- CON SERVICES, LLC		BIDDER NUMBER 6 G.W. PHILLIPS CONCRETE CONSTRUCTION, INC.		BIDDER NUMBER 7 AFFOLTER CONTRACTING COMPANY, INC.		ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Construction Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	2,570	\$3.99	\$10,254.30	\$3.00	\$7,710.00	\$2.00	\$5,140.00	\$2.83	\$7,273.10	\$1.90	\$4,883.00	\$2.00	\$5,140.00	\$3.50	\$8,995.00	\$6.00	\$15,420.00
2	Project Identification Sign, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$2,250.00	\$2,250.00	\$1,500.00	\$1,500.00	\$950.00	\$950.00	\$847.50	\$847.50	\$684.30	\$684.30	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
3	Debris & Trash Removal and Disposal in a Landfill, Complete-in-Place, In Accordance with the Plans and Specifications	CY	250	\$29.00	\$7,250.00	\$20.00	\$5,000.00	\$40.00	\$10,000.00	\$46.00	\$11,500.00	\$40.10	\$10,025.00	\$25.00	\$6,250.00	\$60.00	\$15,000.00	\$25.00	\$6,250.00
4	Remove & Dispose of Concrete Rubble, Complete-in-Place, In Accordance with the Plans and Specifications	CY	250	\$15.79	\$3,947.50	\$20.00	\$5,000.00	\$40.00	\$10,000.00	\$55.00	\$13,750.00	\$34.50	\$8,625.00	\$18.00	\$4,500.00	\$85.00	\$21,250.00	\$30.00	\$7,500.00
5	Site Preparation & Restoration, Including Clearing & Grubbing, and Care & Control of Water, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$72,488.00	\$72,488.00	\$50,000.00	\$50,000.00	\$78,700.00	\$78,700.00	\$94,280.00	\$94,280.00	\$138,287.50	\$138,287.50	\$100,000.00	\$100,000.00	\$172,000.00	\$172,000.00	\$85,000.00	\$85,000.00
6	Excavation & Removal, Off-site Disposal, Complete-in-Place, In Accordance with the Plans and Specifications	CY	25,984	\$9.99	\$259,580.16	\$9.00	\$233,856.00	\$11.80	\$306,611.20	\$11.50	\$298,816.00	\$11.90	\$309,209.60	\$12.00	\$311,808.00	\$11.00	\$285,824.00	\$15.00	\$389,760.00
7	Filter Dam - Type 2, Complete-in-Place, In Accordance with the Plans and Specifications	LF	70	\$23.00	\$1,610.00	\$50.00	\$3,500.00	\$35.00	\$2,450.00	\$34.00	\$2,380.00	\$64.40	\$4,508.00	\$45.00	\$3,150.00	\$50.00	\$3,500.00	\$40.00	\$2,800.00
8	Stabilized Construction Access, Complete-in-Place, In Accordance with the Plans and Specifications	SY	777	\$19.73	\$15,330.21	\$30.00	\$23,310.00	\$20.00	\$15,540.00	\$38.00	\$29,526.00	\$17.80	\$13,830.60	\$18.00	\$13,986.00	\$20.00	\$15,540.00	\$15.00	\$11,655.00
9	Turf Establishment - Hydroseeding with Mulch, > 5 Acres, Complete-in-Place, In Accordance with the Plans and Specifications	AC	7	\$1,499.00	\$10,493.00	\$1,300.00	\$9,100.00	\$1,700.00	\$11,900.00	\$1,921.00	\$13,447.00	\$1,322.50	\$9,257.50	\$1,600.00	\$11,200.00	\$4,000.00	\$28,000.00	\$2,000.00	\$14,000.00
10	Anchored Sodding, Complete-in-Place, In Accordance with the Plans and Specifications	SY	4,860	\$4.97	\$24,154.20	\$8.00	\$38,880.00	\$9.00	\$43,740.00	\$6.73	\$32,707.80	\$4.60	\$22,356.00	\$5.35	\$26,001.00	\$5.00	\$24,300.00	\$4.00	\$19,440.00
11	Planting of 400 3-Gallon Trees and 100 Pounds of Native Seed Mix, including Material, Installation, and Warranty, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$39,999.00	\$39,999.00	\$100,000.00	\$100,000.00	\$24,076.00	\$24,076.00	\$27,120.00	\$27,120.00	\$20,470.00	\$20,470.00	\$36,000.00	\$36,000.00	\$80,000.00	\$80,000.00	\$30,000.00	\$30,000.00
12	Temporary Irrigation (Water Truck) Complete-in-Place, In Accordance with the Specifications	MO	6	\$579.00	\$3,474.00	\$4,000.00	\$24,000.00	\$1,200.00	\$7,200.00	\$3,955.00	\$23,730.00	\$115.00	\$690.00	\$6,000.00	\$36,000.00	\$14,000.00	\$84,000.00	\$5,000.00	\$30,000.00
13	Reinforced Silt Fence, As Directed by Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	500	\$1.27	\$635.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.10	\$1,050.00	\$2.00	\$1,000.00	\$4.00	\$2,000.00	\$2.00	\$1,000.00
14	Extra Machine Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Specifications (Minimum Bid \$10/CY )	CY	250	\$10.00	\$2,500.00	\$10.00	\$2,500.00	\$10.00	\$2,500.00	\$10.00	\$2,500.00	\$10.00	\$2,500.00	\$10.00	\$2,500.00	\$12.00	\$3,000.00	\$10.00	\$2,500.00
15	Extra Hand Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Specifications (Minimum Bid \$15/CY )	CY	100	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$25.00	\$2,500.00	\$15.00	\$1,500.00
16	Contractor's Notice of Intent (NOI) Application Fee	EA	1	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00
17	TCEQ Annual Water Quality Fee	EA	1	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
18	Migratory Bird Preconstruction Survey	EA	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
19	Imported Fill, Complete-in-Place, In Accordance with the Plans and Specifications	CY	2,878	\$9.99	\$28,751.22	\$10.00	\$28,780.00	\$18.00	\$51,804.00	\$15.00	\$43,170.00	\$19.80	\$56,984.40	\$20.00	\$57,560.00	\$18.00	\$51,804.00	\$20.00	\$57,560.00
<b>SUBTOTAL BASE BID ITEMS</b>					<b>\$463,390.37</b>		<b>\$514,781.00</b>		<b>\$529,232.20</b>		<b>\$568,302.40</b>		<b>\$555,801.50</b>		<b>\$567,460.00</b>		<b>\$758,834.00</b>		<b>\$626,250.00</b>
ALTERNATE BID 1 - IMPORTED FILL					\$28,751.22		\$28,780.00		\$51,804.00		\$43,170.00		\$56,984.40		\$57,560.00		\$51,804.00		\$57,560.00
<b>TOTAL BASE BID &amp; ADD ALTERNATE BID 1 - IMPORTED FILL</b>					<b>\$492,141.59</b>		<b>\$543,561.00</b>		<b>\$581,036.20</b>		<b>\$611,472.40</b>		<b>\$612,785.90</b>		<b>\$625,020.00</b>		<b>\$810,638.00</b>		<b>\$683,810.00</b>



December 27, 2016

Corby Alexander  
City Manager  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, Texas 77571

**Reference: Little Cedar Bayou Phase II Improvements from  
Madison Street to 450-Foot South of Spencer Highway  
Contractor Award Recommendation  
BBI Job No. 153100**

Dear Mr. Alexander:

Bids were publicly opened and read at 2:00 pm on December 13, 2016 for the above-referenced project. The following is a summary of our bid evaluation.

1. Bid Tabulation - A copy of the bid tabulation is attached. A summary of the total amount for each of the submitted bids is as follows.

<b>Contractor</b>	<b>Base Bid</b>	<b>Plus Add Alt. 1</b>
Paskey Incorporated	\$463,390.37	\$492,141.59
Crystalline Development, LLC	\$514,781.00	\$534,561.00
RAC Industries, LLC	\$529,232.20	\$581,036.20
TLC Trucking and Contracting, Inc.	\$568,302.40	\$611,472.40
Mar- Con Services, LLC	\$555,801.50	\$612,785.90
G.W. Phillips Concrete Construction, Inc.	\$567,460.00*	\$625,020.00*
Affolter Contracting Company, Inc.	\$758,834.00	\$810,638.00

*\*Corrected Bid Amount*

Binkley & Barfield, Inc. examined the bids and found G.W. Phillips Concrete Construction, Inc. had a mathematical error. Bid Item 4 total amount was listed as \$3,750.00, but should have totaled \$4,500.00. This error increased the total amount bid by \$750.00.

2. Bid Bond – Paskey Incorporated provided a bid bond through an “A” rated bonding company. The Contractor’s ability to bond this project indicates a level of financial stability.

Paskey Incorporated has been a responsible firm on previous projects for numerous clients and is capable of performing the specified work in a satisfactory manner.

Binkley & Barfield, Inc. recommends that the City of La Porte award the Little Cedar Bayou Phase II Improvements from Madison Street to 450 feet south of Spencer Highway to Paskey



Mr. Alexander  
City Manager  
Page 2  
December 27, 2016

Incorporated for the Base Bid plus Add Alternate No. 1 amount of Four Hundred Ninety-two Thousand, One Hundred Forty-one Dollars and Fifty-nine Cents (\$492,141.59).

If you have any questions, please contact me.

Sincerely,

**Binkley & Barfield, Inc.**  
Consulting Engineers

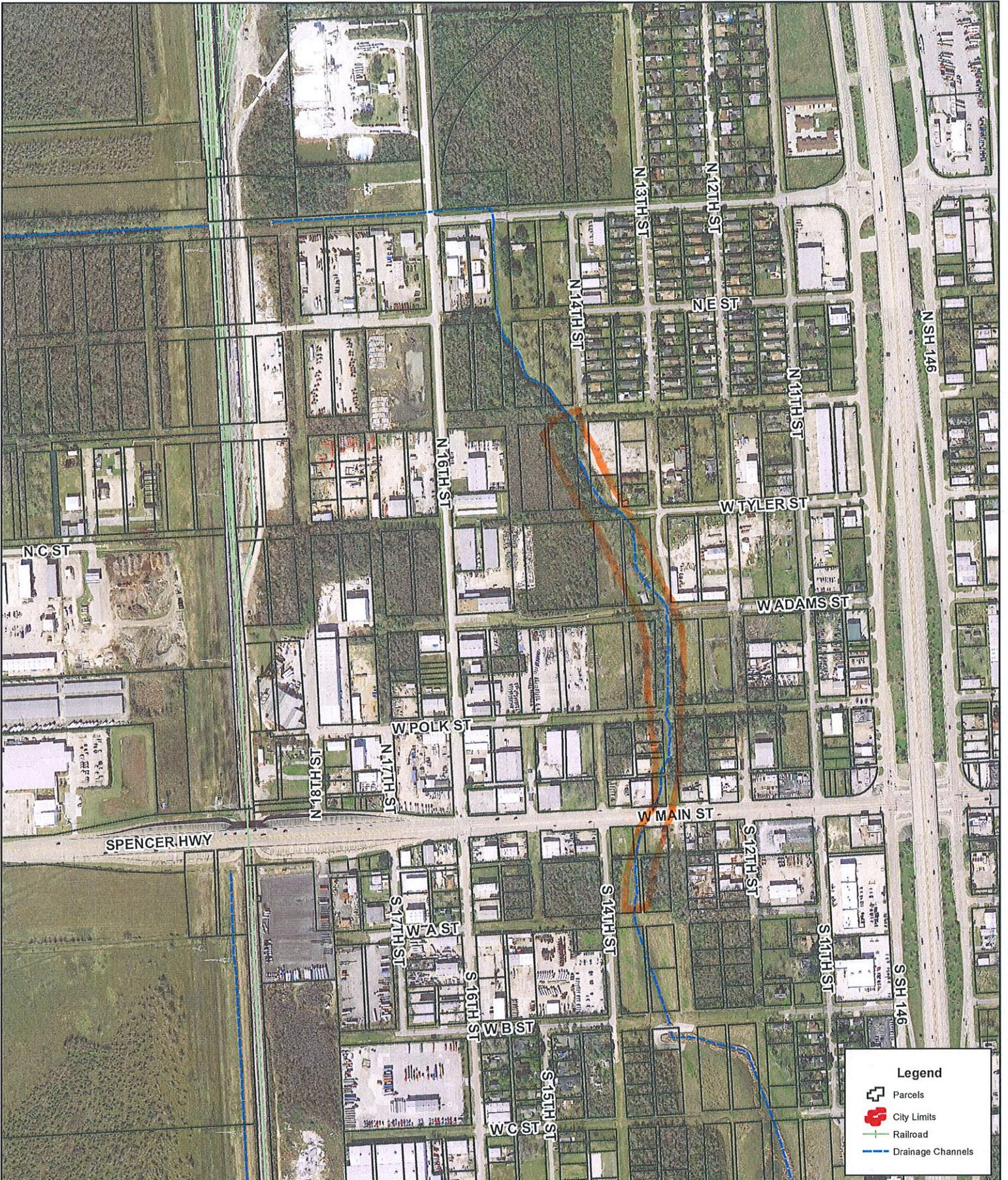
A handwritten signature in blue ink that reads 'Jason Brock'.



Jason Brock, P.E.  
Project Manager – Public Works

12/27/16

Attachment



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



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

# La Porte GIS Mapping

1" = 579'





**Action Required of Council:**

Consider approval or other action to award Bid No. 17009 to Central Tank Coatings Inc. in the amount of \$85,000.00 and authorize an additional \$8,500.00 allocation to be utilized as a project contingency for a total project authorization of \$93,500.00.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**Bid Tabulation to Sealed Bid #17009 - Main Street Elevated Water Tank**

**Bid Due Date: December 20, 2016 at 2:00 p.m.**

			Central Tank Coatings, Inc.	Gulf States Protective Coatings, Inc.	Utility Service Co., Inc.	TMI Coatings, Inc.	The Base Group, Inc.	McGuire Iron, Inc.	Blastco Texas, Inc.	Pittsburg Tank & Tower Maint Co. Inc.	E.J. Chris Contracting, Inc.
<b>Section 1 - BASE BID ITEMS</b>											
<b>Item No.</b>	<b>Description</b>	<b>No. of Units</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>
1	Furnish material and labor to over-coat the exterior coating per the Technical Specifications	LS	\$57,000.00	\$53,500.00	\$64,400.00	\$76,000.00	\$95,758.00	\$69,000.00	\$85,000.00	\$98,000.00	\$207,000.00
2	Furnish the material and labor to repair the elevated tank per the Technical Specifications	LS	\$18,000.00	\$6,500.00	\$46,300.00	\$30,000.00	\$23,800.00	\$49,400.00	\$51,500.00	\$42,645.00	\$31,000.00
3	Furnish material and labor to install the 4 quadrant logos on the tank at balcony level	LS	\$10,000.00	\$34,800.00	\$10,000.00	\$15,000.00	\$5,500.00	\$19,500.00	\$25,000.00	\$27,000.00	\$10,000.00
	<b>Total Base Bid</b>		<b>\$85,000.00</b>	<b>\$94,800.00</b>	<b>\$120,700.00</b>	<b>\$121,000.00</b>	<b>\$125,058.00</b>	<b>\$137,900.00</b>	<b>\$161,500.00</b>	<b>\$167,645.00</b>	<b>\$248,000.00</b>
	Bid Bond		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Alternate Bid - Add or Deduct</b>											
	Furnish alternate coating system per the technical specifications for a lump sum of	LS									
	Add:		no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
	Deduct:		no bid	no bid	no bid	no bid	no bid	no bid	no bid	\$3,500.00	no bid

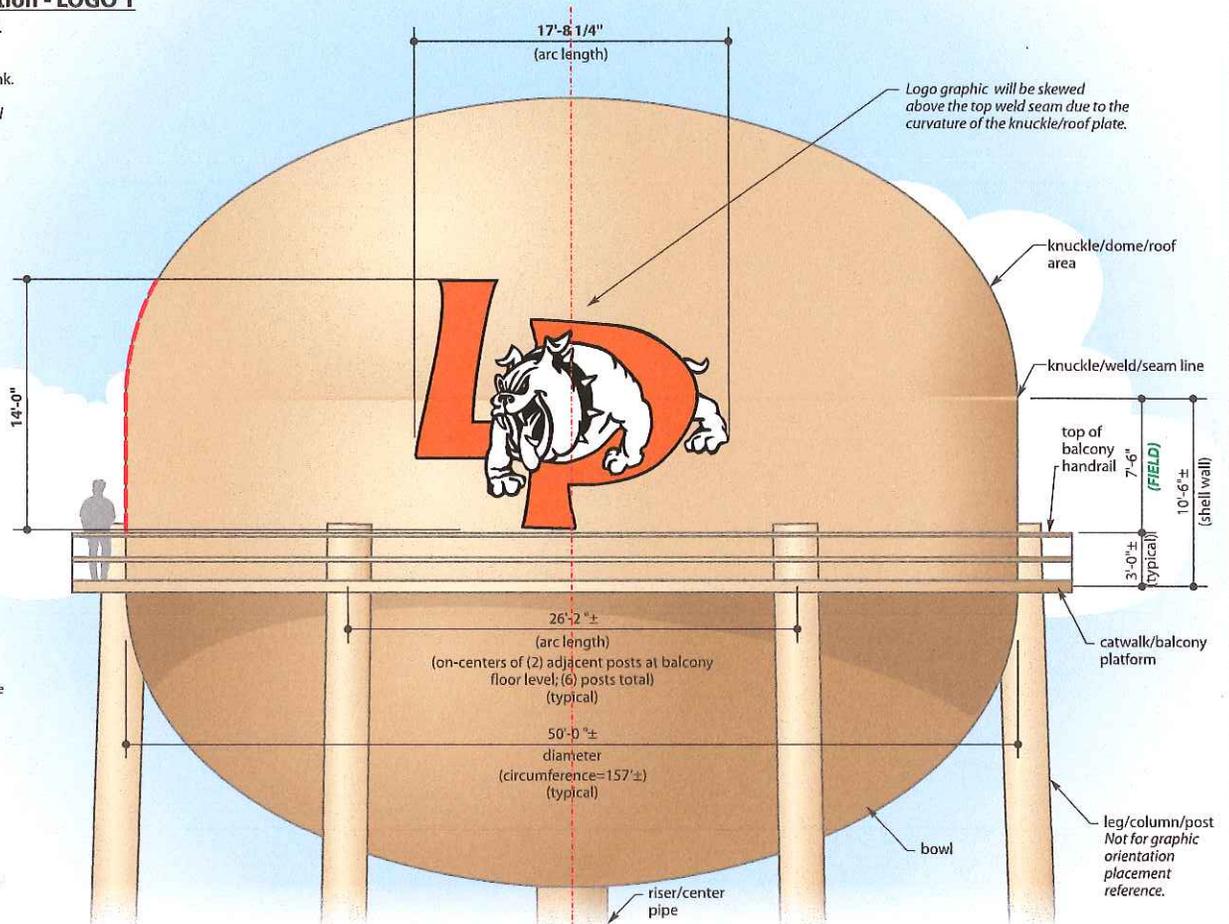
## Tank Reservoir Elevation - LOGO 1

Planar measurements of graphics.

Tank measurements shown are based on a typical 500k gallon tank.

Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (2) opposite sides.  
Orientation to be determined / verified in the field by Owner.



**Tim Donovan | Owner**  
106 Mission Ct STE 1201  
Franklin, TN 37067  
615.473.0272 tel  
888.492.1831 fax  
Tim@TankLOGOS.com

**Client:** Dunham Engineering  
**Design:** La Porte TX S 4th St and Main 500KG EWT CO  
**Revision Date:**  
**First Print Date:** 10-24-16  
**Scale:** 1/8"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature

APPROVED  DATE \_\_\_\_\_  
APPROVED AS NOTED  DATE \_\_\_\_\_  
REVISE + RESUBMIT  DATE \_\_\_\_\_

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color calibrations when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

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1  
OF  
2

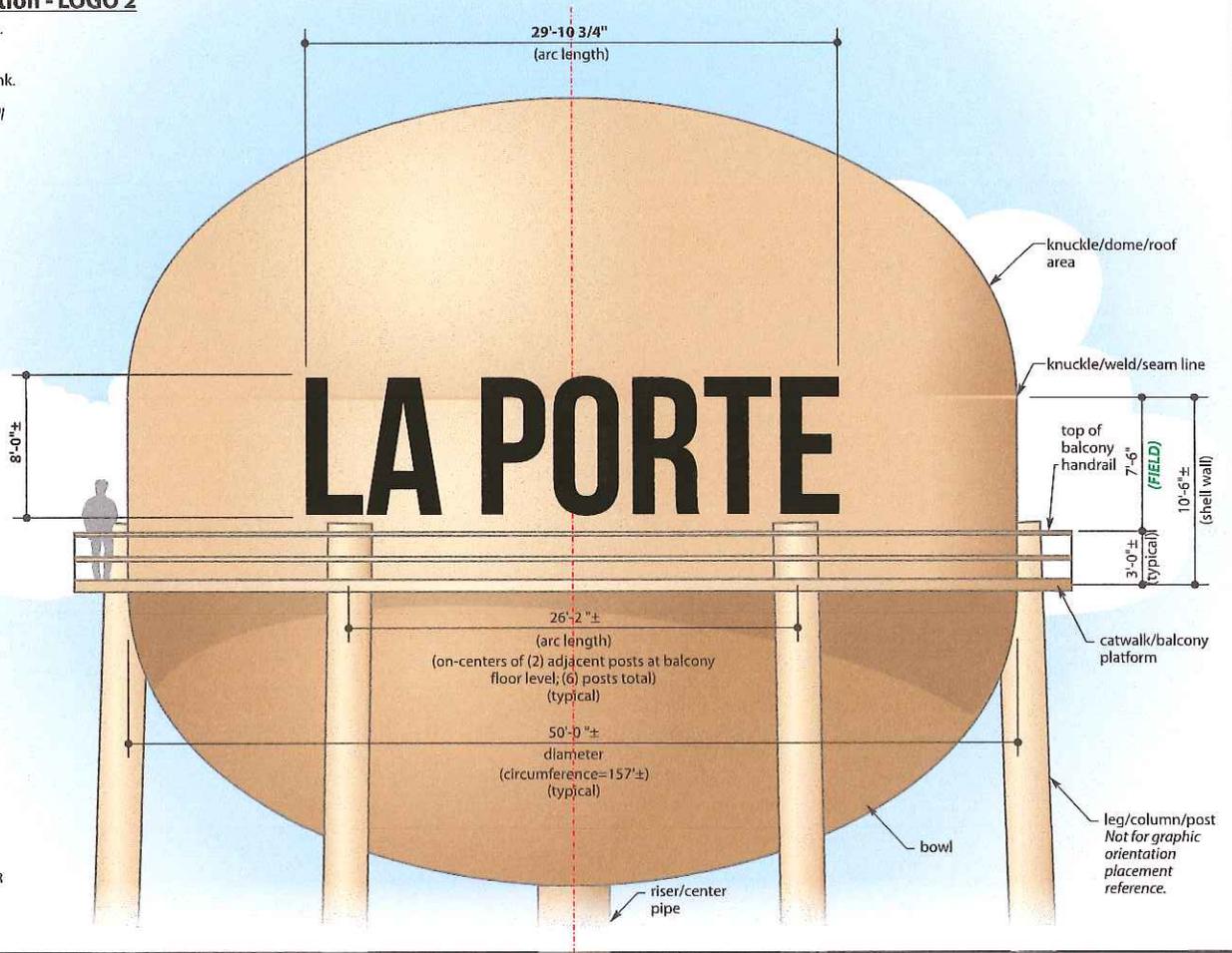
## Tank Reservoir Elevation - LOGO 2

Planar measurements of graphics.

Tank measurements shown are based on a typical 500k gallon tank.

Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (2) opposite sides.  
Orientation to be determined / verified in the field by Owner.



**Tim Donovan | Owner**  
106 Mission Ct STE 1201  
Franklin, TN 37067  
615.473.0272 tel  
888.492.1831 fax  
Tim@TankLOGOS.com

**Client:** Dunham Engineering  
**Design:** La Porte TX S 4th St and Main 500KG EWT CO  
**Revision Date:**  
**First Print Date:** 10-24-16  
**Scale:** 1/8"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature \_\_\_\_\_

APPROVED  DATE \_\_\_\_\_

APPROVED AS NOTED  DATE \_\_\_\_\_

REVISE + RESUBMIT  DATE \_\_\_\_\_

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color callouts when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

Access Report  
Agency  
Bid Number  
Bid Title

City of La Porte (TX)  
17009  
Main Street Elevated Water Tank Rehabilitation Project

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
GULF STATES PROTECTIVE COATING	2016-11-30 02:45 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Hearn Company	2016-11-30 04:01 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Tank Pro, Inc.	2016-11-30 03:10 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
E.J. Chris Contracting, Inc.	2016-12-06 10:54 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Utility Service Co Inc	2016-11-30 02:26 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Onvia	2016-11-30 06:01 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Central Tank Coatings, Inc.	2016-12-01 09:22 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Dodge Data & Analytics	2016-12-08 11:57 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
CFG Industries, LLC	2016-12-14 10:02 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Southern Global Safety Services, Inc.	2016-11-30 03:18 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Perkens WS Corporation	2016-12-01 11:30 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Sam Anderson Pvt Ltd	2016-11-30 09:05 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Durba Construction	2016-12-05 12:17 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
North America Procurement Council	2016-11-30 09:10 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Horizon Bros Painting Corp	2016-12-02 07:44 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Preferred Tank & Tower Maintenance	2016-12-05 08:25 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
J.T.B. Services Inc	2016-11-30 02:15 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
HDR Engineering, Inc.	2016-12-04 11:27 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
The Blue Book Building & Construction	2016-11-30 09:49 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Test Account	2016-12-16 12:14 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Utility Service Co., Inc.	2016-12-29 10:14 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Lindsay Circle, LLC	2016-12-12 10:56 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Construction Software Technologies	2016-12-01 08:44 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
the base group	2016-12-01 01:56 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Inland Environments Ltd.	2016-11-30 04:14 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Pittsburg Tank & Tower Maintenance Co	2016-12-02 07:56 AM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Tankez Coatings, Inc.	2016-12-01 12:21 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Dale Dobbins	2016-12-04 08:44 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Clean Harbors	2016-11-30 02:20 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
D.E.M Enterprises LLC.	2016-12-15 03:09 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Blastco Texas, Inc.	2016-12-01 04:15 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
TMI Coatings, Inc.	2016-11-30 02:18 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf
Maguire Iron, Inc.	2016-12-01 12:53 PM CST	Bid 17009 Main Street Elevated Water Tank Rehab Final.pdf

12815 FM 2154, Suite 150  
College Station, TX 77845-3981  
www.DunhamEngineering.com

# DUNHAM ENGINEERING

*Inspection. Design. Results.*

Phone: (979) 690-6555  
Fax: (979) 690-7034  
TX Registration #: F-2253

Attn: Ray Mayo

The purpose of this correspondence is to recommend a contractor for the above ref. project. The low bidder, Central Tank Coatings, Inc. of Elgin, Iowa is recommended for award of the Main St. Elevated Tank Rehabilitation Project.

I spoke with their Owner and checked their most recent work history in Texas with their references provided. Their company specializes in elevated water tank rehab work & their work history is very good. Their references spoke well of their work accomplished. I also spoke with one of the referenced project engineers from Longview, Texas and he said they are a reputable firm and he has used them on several water tank projects and hopes to work with them again in the future.

Central Tank Coatings is ready to start the project and has a crew available as soon as the job is awarded. We have no reason to doubt that they will do a good job for the City of La Porte on this rehab project. The City might want to consider also that a local firm, Gulf States Protective Coatings of La Porte, was less than 10% higher in their proposed price than the low bidder. As you know, Gulf States just completed the Fairmont EST Rehab project and that tank was selected for two national awards.

Thank you,



Jimmy D. Dunham, P.E.





## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date") between the City of La Porte, a home-rule municipality under the laws of the State of Texas ("the City") and the Fairmont Park Homeowners Association ("FPHOA"), to establish each party's obligations under the Community Cooperation Project, as defined herein.

The terms acceptable to both Parties to begin the Community Cooperation Project are as follows:

The City and FPHOA agree that the Community Cooperation Project shall consist of installation of fencing along portions of Farrington Blvd and along Collingswood Drive, both abutting Fairmont Park (hereinafter defined as "the Improvements").

- The fence along Farrington will include installation of approximately 220 linear feet of 4' high wrought iron fencing. Fence shall be black powder coated.
- Fencing along the parking lot in front of the Splashpad and extending onto Collingswood Drive will include installation of approximately 250 linear feet of 4' high wrought iron fencing. Fence shall be black powder coated.

The City shall be responsible for the procurement of the fencing and the contractor will include installation of the Improvements in the submitted pricing.

The City agrees to fund a sum not to exceed \$5,000.00 for construction and installation of the Improvements.

As these improvements are in a City park, the City shall be responsible for all future maintenance of the Improvements, including but not limited to the replacement of fence posts and repairing fence damage, and agrees to fund the all costs associated with same.

Notwithstanding any requirement established herein to the contrary, City's obligation to maintain the Improvements as outlined in this MOA is conditioned on appropriation of adequate funds in its annual budget, as approved by the La Porte City Council. Should there not be sufficient funds available, the City reserves the right to terminate payment of electrical service costs, and as necessary, remove any and all Improvements installed pursuant to this MOA.

In consideration for City's agreement to partially fund the cost of the Improvements and provision of electrical service, FPHOA agrees to pay the City a sum of \$7,000.00, to be applied to the cost of construction and installation of the Improvements. In addition, FPHOA shall provide its share of the funding for the Improvements within 30 calendar days of the Effective Date of this MOA. If FPHOA's payment is not received within 30 calendar days of the Effective Date, the City reserves the right to terminate the agreement immediately.

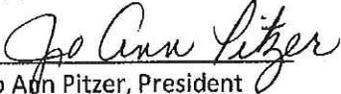
This MOA constitutes the complete understanding between the parties in order to begin the procurement and installation process for the Improvements.

**For the City of La Porte:**

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

\_\_\_\_\_  
Attest: Patrice Fogarty, City Secretary

**For the Fairmont Park Homeowners Association:**

  
\_\_\_\_\_  
Jo Ann Pitzer, President

## Leach, Traci

---

**From:** Jo Ann Pitzer <jpitzerfphoa@yahoo.com>  
**Sent:** Tuesday, December 20, 2016 8:20 AM  
**To:** Leach, Traci  
**Subject:** Fw: Fairmont HOA Joint Venture

Hi Traci,  
Please see the emails below. Fairmont Park Homes Association would like to enter into a Joint Venture with the City of La Porte to install a wrought iron fence at Fairmont Park. Please let me know if there is anything I need to do.

Thanks,

Jo Ann Pitzer  
President  
Fairmont Park Homes Association  
[jpitzerfphoa@yahoo.com](mailto:jpitzerfphoa@yahoo.com)

*People don't care how much you know until they know how much you care*

----- Forwarded Message -----

**From:** "Bradley, Scott" <BradleyS@laportetx.gov>  
**To:** Jo Ann Pitzer <jpitzerfphoa@yahoo.com>  
**Cc:** "White, Ronnie" <WhiteR@laportetx.gov>  
**Sent:** Tuesday, December 20, 2016 8:12 AM  
**Subject:** RE: Fairmont HOA Joint Venture

Good deal! The next step would be to e-mail the request to Traci Leach.

**From:** Jo Ann Pitzer [mailto:[jpitzerfphoa@yahoo.com](mailto:jpitzerfphoa@yahoo.com)]  
**Sent:** Tuesday, December 20, 2016 7:34 AM  
**To:** Bradley, Scott <BradleyS@laportetx.gov>  
**Cc:** White, Ronnie <WhiteR@laportetx.gov>  
**Subject:** Re: Fairmont HOA Joint Venture

Good morning,

The Board met last evening and I presented the fence options to them. We have decided that we would like the wrought iron fence along Farrington as well as Hilrige/Collingswood. Please let me our next step.

Thanks and stay warm!

Jo Ann Pitzer  
President  
Fairmont Park Homes Association  
[jpitzerfphoa@yahoo.com](mailto:jpitzerfphoa@yahoo.com)

*People don't care how much you know until they know how much you care*

---

**From:** "Bradley, Scott" <[BradleyS@laportetx.gov](mailto:BradleyS@laportetx.gov)>  
**To:** Jo Ann Pitzer <[jpitzerfphoa@yahoo.com](mailto:jpitzerfphoa@yahoo.com)>  
**Cc:** "White, Ronnie" <[WhiteR@laportetx.gov](mailto:WhiteR@laportetx.gov)>  
**Sent:** Monday, December 19, 2016 1:06 PM  
**Subject:** Fairmont HOA Joint Venture

Ms. Pitzer,

Please consider our conversation regarding the possible Joint Venture between the Fairmont HOA and the City of La Porte. We discussed several options and the City is willing to consider all of them.

1. Chain Link Fencing along Farrington – this separate the road from the field and act as a safety barrier for kids and teams that are utilizing this field.  
220 Linear ft. - \$2,420 – Option 1
2. Wrought Iron Fencing along Farrington – 220 Linear ft. - \$4,500 – Option 2
3. Wrought Iron Fencing - Separate Splashpark from Parking Lot - Approximately 250 Linear ft.  
\$5,100 - Option 3

We are open to completing Option 1 & 3 together or Options 2 & 3 together. Please advise how you would like to proceed.

Thanks!  
Scott



**CITY OF LA PORTE  
QUOTE FORM**

*(To be used only for one-time purchase of goods)*

The City of La Porte is requesting quotes on Wrought Iron Fence. Any exceptions to the following specifications must be noted in detail. Be sure to include **all** charges, including freight, handling, delivery, and any other fees. **Quote must be returned on this form.** Prices shall be firm for a minimum of thirty (30) days.

Please fax your quotes to Ronnie, fax number 281-470-1361, by 1/10/2017

If more information is needed, please contact Ronnie at 281-628-3262 or e-mail:  
Whiter@laportetx.gov

SPECIFICATIONS	QTY	UNIT PRICE	EXTENDED PRICE
Furnish and install 470' of black powder coated galvanized wrought iron fencing (4') high per the attached drawing. The contractor will be required to permit the project. Fees will be waived. The project address is 3540 Farrington.	1		

Total \$ 12,000

Freight/Delivery \$ 0 (if estimated, state "not to exceed" price)

Itemize any additional fees or charges: You may use another sheet, if necessary.

**TOTAL COST** \$ 12,000 (price shall be firm and may not be exceeded)

State delivery time ARO (after receipt of order) \_\_\_\_\_ days

Please indicate if a State of Texas Certified HUB Vendor Yes \_\_\_\_\_ No \_\_\_\_\_

Vendor Name: Detail Construction

Phone #: 281-808-9858

Contact name: Deannie Tear

Signature: [Signature]

Email: detailconstruction@detailconstruction.org



**CITY OF LA PORTE  
QUOTE FORM**

*(To be used only for one-time purchase of goods)*

The City of La Porte is requesting quotes on Wrought Iron Fence. Any exceptions to the following specifications must be noted in detail. Be sure to include all charges, including freight, handling, delivery, and any other fees. **Quote must be returned on this form.** Prices shall be firm for a minimum of thirty (30) days.

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If more information is needed, please contact Ronnie at 281-628-3262 or e-mail: Whiter@laportetx.gov

SPECIFICATIONS	QTY	UNIT PRICE	EXTENDED PRICE
Furnish and install 470' of black powder coated galvanized wrought iron fencing (4') high per the attached drawing. The contractor will be required to permit the project. Fees will be waived. The project address is 3540 Farrington.	1		

Total \$12,690.00

Freight/Delivery \$ 00.00 (if estimated, state "not to exceed" price)

Itemize any additional fees or charges: You may use another sheet, if necessary.

TOTAL COST \$12,690.00 (price shall be firm and may not be exceeded)

State delivery time ARO (after receipt of order) 5 days

Please indicate if a State of Texas Certified HUB Vendor Yes  No

Vendor Name: Dow PIPE + FENCE SUPPLY Co.

Phone #: 713.920.1414

Contact name: DAKTRIN J Dow

Signature: [Signature]

Email: daktrin@dowcompany.com



**CITY OF LA PORTE  
QUOTE FORM**

(To be used only for one-time purchase of goods)

The City of La Porte is requesting quotes on Wrought Iron Fence. Any exceptions to the following specifications must be noted in detail. Be sure to include all charges, including freight, handling, delivery, and any other fees. **Quote must be returned on this form.** Prices shall be firm for a minimum of thirty (30) days.

Please fax your quotes to Ronnie, fax number 281-470-1361, by 1/10/2017

If more information is needed, please contact Ronnie at 281-628-3262 or e-mail: Whiter@laportetx.gov

SPECIFICATIONS	QTY	UNIT PRICE	EXTENDED PRICE
Furnish and install 470' of black powder coated galvanized wrought iron fencing (4') high per the attached drawing. The contractor will be required to permit the project. Fees will be waived. The project address is 3540 Farrington.	1		

Total \$ 18,895.<sup>00</sup>

Freight/Delivery \$ 0 (if estimated, state "not to exceed" price)

Itemize any additional fees or charges: You may use another sheet, if necessary.

**TOTAL COST** \$ 18,895.<sup>00</sup> (price shall be firm and may not be exceeded)

State delivery time ARO (after receipt of order) 10 days

Please indicate if a State of Texas Certified HUB Vendor Yes  No

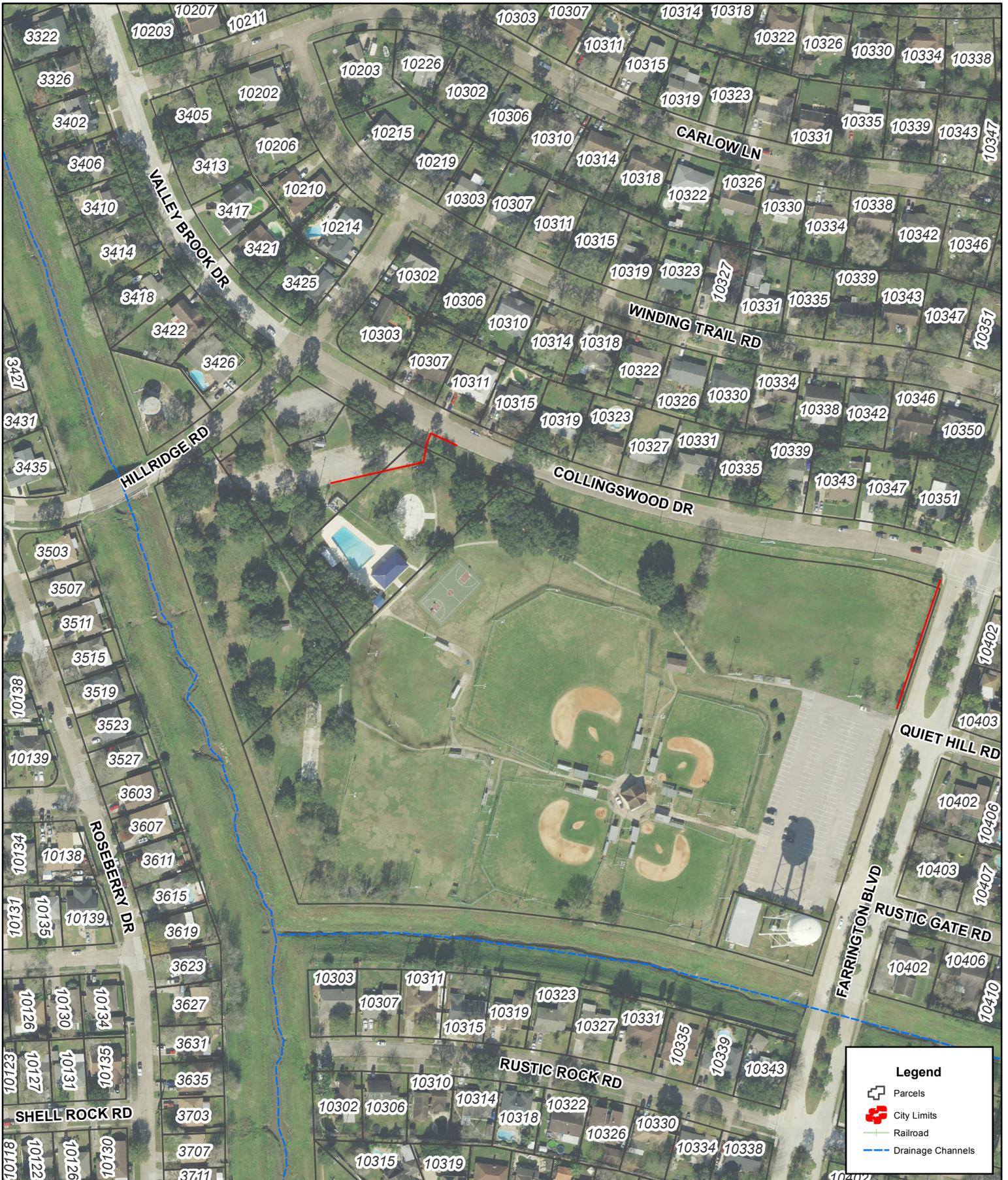
Vendor Name: Paradema Fence Co.

Phone #: 832-654-6289

Contact name: Dennis Everett

Signature: Dennis Everett

Email: dennis@parademafence.com



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



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

# La Porte GIS Mapping

1" = 217'





THE STATE OF TEXAS                   §  
  § INTERLOCAL AGREEMENT—MUNICIPAL COURT  
COUNTY OF HARRIS                   §

Whereas, the City of La Porte, Texas, and the City of Shoreacres, Texas are adjacent to one another, and City of Shoreacres finds that efficiency of city services will be better served by the use of City of La Porte’s facilities for municipal court services; and

Whereas, the parties enter into this Agreement for the purpose of providing municipal court services for the benefit of their communities;

Now, therefore, the City Councils of the City of La Porte and the City of Shoreacres mutually agree as follows:

I.

City of La Porte and City of Shoreacres enter into this Agreement by and through their duly elected officials, and it is the intention of both parties to conform this Agreement in all respects with Chapter 791 of the Texas Government Code, more commonly known as “The Interlocal Cooperation Act.”

II.

City of La Porte shall:

(a) Provide municipal court clerical services. This includes collecting and receipting fines and court costs, filing Office of Court Administration Reports, filing State Comptroller’s Office reports, preparing reports of moving traffic convictions to the Department of Public Safety and all other reasonable and necessary functions of a municipal court. City of La Porte shall collect fines and costs in connection with citations issued by the City of Shoreacres, process citations in the dedicated court software; answer questions from defendants, enter and clear warrants and cases in SETCIC, Incode and OMNI; and perform other municipal court duties as required in the normal course of business.

(b) Pay all wages, salaries, and other compensation of the court clerks including payroll taxes, retirement, social security taxes, if any, and any other payroll expenses for the services provided by City of La Porte, except as provided in Paragraph VII of this Agreement, herein;

(c) Provide facilities for the municipal court judge and prosecutor for City of Shoreacres to prepare for and hold court, and conduct such activities as are necessary to the fulfillment of court obligations. City of La Porte will provide a municipal court clerk to act for the municipal court of City of Shoreacres when court is in session.

(d) Timely deposit all fines and costs collected for the City of Shoreacres to the financial institution of their designation.

III.

City of Shoreacres shall:

(a) Pay to City of La Porte for the municipal court services described above the sum of \$37,207.00 for each twelve (12) month period (beginning February 1 and ending January 31) during the term of this Agreement, for the first 1,800 citations processed through City of La Porte's Municipal Court during the applicable twelve (12) month period, and will pay \$31.00 per citation above 1,800. This payment shall be prorated and paid monthly. This Agreement shall become effective on February 1, 2017.

(b) Provide whatever Ordinances may be necessary to give City of La Porte the full authority, power, rights, and privileges to act for City of Shoreacres in accordance with this agreement; and

(c) Appoint and provide judicial, prosecutorial and bailiff personnel, including the Municipal Court Judge, Associate or Alternate Court Judge, Prosecuting Attorney, Assistant Prosecuting Attorneys and Clerk of the Court. City of Shoreacres shall be solely responsible for the payment of any fees due to these appointees, except as provided in Section II (b) of this Agreement.

(d) All case records with final dispositions shall be stored at City of Shoreacres.

(e) All dockets will take place at the City of La Porte Courthouse.

(f) Make necessary arrangements for cash/check deposit on a timely basis.

(g) Provide a means for credit card payment.

(e) Will ensure that its court software is consistent with that used by City of La Porte. Any costs required for licenses, set up, repair, updates, interfaces, or maintenance to the court management software shall be borne solely by City of Shoreacres. City of La Porte shall provide the work station to house City of Shoreacres court software at City of La Porte Municipal Court. City of Shoreacres agrees to pay the costs of printing citation books and court files.

(f) Will adopt a window fine schedule and standing orders that are identical to those of City of La Porte.

#### IV.

This Agreement shall be for a term of three years, commencing on February 1, 2017, and extending through January 31, 2020; provided, however, that this Agreement shall automatically extend for two (2) successive one year terms unless notice of non-renewal is given at least thirty (30) days prior to the end of any term. Provided further, that either party may terminate this Agreement, with or without cause, by giving notice to the other party at least ninety (90) days prior to the date of termination. All written notice shall be sent to the address of the parties shown herein.

#### V.

In order to have a more effective relationship between the parties, and to provide the best possible municipal court operations, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the City Administrator of City of Shoreacres and the City Manager of City of La Porte, or their designee, and they may also bring any questions to the governing bodies of the respective cities.

## VI.

- (a) At all times this agreement is in force, the municipal court clerk of City of La Porte shall be under the supervision of the appropriate staff at City of La Porte, and is fully an employee of the City of La Porte. City of Shoreacres shall have no supervisory role or obligation for employment conditions.
- (b) Each party shall pay for services provided under this Agreement out of current annual funds.
- (c) Each party agrees that this Agreement fairly compensates each party for the services and functions performed under this Agreement.
- (d) To the extent permitted by law, no public official or employee of either City of Shoreacres or City of La Porte shall be personally liable for any action arising from the performance of duties under this Agreement.
- (e) The City of Shoreacres municipal court staff and police force have been responsible for issuance of tickets and all legal requirements related to the processing of citations through their own municipal court, and will continue to have its own police force issue tickets within its boundaries. City of Shoreacres agrees to hold the City of La Porte harmless as to any errors in the issuance of citations, paperwork or other court management activities that City of La Porte has no involvement in or control over.

## VII.

- (a) Shoreacres shall provide and assign to the La Porte Municipal Court one (1) Part Time Deputy Court Clerk position, for the duration of this Agreement.
- (b) The Part Time Deputy Court Clerk shall be an employee of Shoreacres and will be compensated directly by Shoreacres out of its budgeted funds. However, the Part Time Court Clerk position shall be posted and filled by the City of La Porte through the office of the court administrator of the La Porte Municipal Court. Furthermore, the individual hired to fill the Part Time Court Clerk position, while remaining an employee of Shoreacres, shall report to, and be under the direct supervision and control of, the court administrator of the La Porte Municipal Court.
- (c) The Part Time Deputy Court Clerk shall perform the functions and duties specified in Exhibit "A", which is attached hereto and made a part of this Agreement and any other duties and functions as the City of La Porte shall from time-to-time assign, or cause to be assigned. The work schedule for the Part Time Deputy Court Clerk shall be as determined and assigned by the court administrator of the La Porte Municipal Court.
- (d) The City of La Porte will be responsible for any disciplinary action taken against the Part Time Deputy Court Clerk, including without limitation, termination. However, in the event La Porte encounters performance and/or disciplinary issues with the Part Time Court Clerk, before taking any action the City of La Porte court administrator will immediately notify Shoreacres. Once Shoreacres receives notice from La Porte under this paragraph, La Porte and Shoreacres shall meet to discuss the issues concerning the Part Time Deputy Court Clerk position. After consultation with Shoreacres in accordance with this paragraph, any decision made

by La Porte with respect to the Part Time Deputy Court Clerk position shall be final. Any action taken by La Porte will be in accordance with applicable law and La Porte's personnel policies.

(e) Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the part-time Court Clerk and La Porte, or any of La Porte's agents or employees.

VIII.

Independent Contractor. Both parties mutually agree that City of La Porte is an independent contractor, and shall have exclusive control of performance hereunder, and is in no way to be considered an employee of the City of Shoreacres. Nothing herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint-venturers, or any similar relationship.

IX.

Risks. Each party agrees to carry such policies of insurance as each deems appropriate to cover any risks arising out of this Agreement; provided further that City of La Porte agrees to carry, as a minimum, insurance with liability limits of One Million Dollars "aggregate." Policies are available for inspection by City of Shoreacres upon request.

X.

No third party beneficiaries. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

XI.

No waiver of immunity. Nothing in this Agreement shall be construed to waive any immunities from suit or liability enjoyed by the parties, their past or present officers, employees, or agents.

XII.

Venue. Venue for any dispute arising under this Agreement shall lie exclusively in the state and federal courts of Harris County, Texas.

XIII.

Amendments. This agreement may be modified, changed, or altered at any time, upon mutual agreement of parties, provided that any such modification, change, or alteration be reduced to writing.

IXV.

Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect, and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

XV.

Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

For City of La Porte: City Manager, City of La Porte, 604 W. Fairmont Pkwy., La Porte, Texas 77571

For City of Shoreacres: City Administrator, City of Shoreacres, 601 Shore Acres Blvd. Shoreacres, Texas 77571

IN WITNESS WHEREOF, we have hereunto set our hands effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in duplicate originals in Harris County, Texas.

CITY OF LA PORTE

CITY OF SHOREACRES

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

By: \_\_\_\_\_  
(Shoreacres) Mayor

ATTEST:

ATTEST:

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

\_\_\_\_\_  
(Shoreacres), City Secretary

## **EXHIBIT “A”**

### **CITY OF LA PORTE DEPUTY COURT CLERK JOB DESCRIPTION**

**FLSA CLASSIFICATION: Non-Exempt**

**PAY RANGE: 012**

#### **DEFINITION**

To assist with the daily operations of the municipal court requiring a specialized knowledge of court operations and municipal court law while possessing strong organizational and basic accounting skills.

#### **DISTINGUISHING CHARACTERISTICS**

This is the journey level of the general clerical series. This class may be distinguished from the Clerk I level by the difficulty and complexity of work performed.

## **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Court Administrator and Assistant Court Administrator.

## **ESSENTIAL JOB FUNCTIONS**

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

Processing citations

Collecting fines and fees

Scheduling hearings, court dates and trials

Maintaining warrants database

Preparing court dockets, jury charges, and summons.

Assisting with the preparation of complaints, appeals, cases transfers and judgments

Corresponding with defendants and attorneys

Serving as courtroom clerk.

Data entry and reporting convictions to DPS.

Responding to complaints and requests for information on procedures relating to responsibilities assigned.

Working with other departments to insure the timely processing of paperwork.

Providing a professional level of customer service at all times.

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

## **PHYSICAL REQUIREMENTS**

For indefinite periods of time - mobility within an office environment; writing; walking; typing; stooping; standing; squatting; sorting; sitting; seeing; filing; data entry; cleaning; reading; decision making; lifting and carrying up to 20 pounds; reaching above shoulder level; using both hands for simple and firm grasping; clarity of hearing; communicating clearly and effectively, in person and by telephone; fine finger manipulation; operation of calculator, personal computer and typewriter; operation of a variety of office tools and equipment.

## **QUALIFICATIONS**

### **Knowledge of:**

English usage, grammar, spelling, and punctuation.

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

Record keeping principles and procedures.

### **Ability to:**

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.

Communicate clearly and concisely, both orally and in writing.

Learn department policies, procedures, organization and operating details.

Work cooperatively with other departments, City officials, and outside agencies.

Type at a speed necessary for adequate job performance.

Operate a personal computer.

### **TRAINING AND EXPERIENCE**

High School Diploma or GED. Level 1 Court Clerk Certification preferred, and one year experience as a court clerk required.

### **LICENSES AND CERTIFICATES**

Possession of a valid Texas Driver's License.

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

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

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 23, 2017

Requested By: Michael G. Dolby, Dir of Finance

Department: Finance

Report: \_\_\_\_\_ Resolution: \_\_\_\_\_ Ordinance: xx

**Appropriation**

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: \_\_\_\_\_

Amount Requested: N/A

Budgeted Item: \_\_\_\_\_

Exhibits: Ordinance

Exhibits: Plan of Finance

Exhibits: Combined Calculations

**SUMMARY & RECOMMENDATION**

At this time, the City would like to issue Certificates of Obligation for the planning, acquisition, design and construction of wastewater system improvements and professional services. Therefore, staff is requesting consideration and approval of an ordinance authorizing the issue of approximately \$10,635,000 in City of La Porte Texas Certificates of Obligations, Series 2017.

With the City’s bond ratings and modest debt levels, the City has multiple options for financing including going to the public markets as it did with the Series 2015 Certificates of Obligation. However, given the nature of the utility improvements that are the focus of this financing, the City has the additional option of seeking funding through the Texas Water Development Board (TWDB) under the Clean Water State Revolving Fund (CWSRF). The significant advantage of this program is that the State charges below market interest rates on this program on the basis of funds received from the Federal Government under the Clean Water Act. As a result of this subsidy, the TWDB has estimated an interest rate on this loan of 2.5%. It is our recommendation that the City avail itself of this program with its subsidized borrowing rates.

City Council authorized the notice of intent publication in the Bay Area Observer on December 22, 2016 and December 29, 2016.

Section 3.3; Exhibit B; and Exhibit C will be completed by Bond Attorney at time of loan issuance.

**Action Required by Council:**

Consider approval or other action of an ordinance authorizing the issuance of approximately \$10,635,000.00 of City of La Porte, Texas, Certificates of Obligation, Series 2017 and other related matters.

Approved for City Council Agenda

\_\_\_\_\_  
Corby Alexander, City Manager

\_\_\_\_\_  
Date

**ORDINANCE AUTHORIZING ISSUANCE OF**

**CITY OF LA PORTE, TEXAS,  
CERTIFICATES OF OBLIGATION, SERIES 2017**

**Adopted January 23, 2017**

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EXHIBIT A - FORM OF CERTIFICATE  
 EXHIBIT B - FORM OF SPECIAL ESCROW DEPOSIT AGREEMENT

ORDINANCE NO. \_\_\_\_

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF LA PORTE, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2017; AND CONTAINING OTHER MATTERS INCIDENT THERETO

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

ARTICLE I

FINDINGS AND DETERMINATIONS

**Section 1.1: Findings and Determinations.** The City Council hereby officially finds and determines that:

(a) The City of La Porte, Texas (the “City”), acting through its City Council, is authorized pursuant to and in accordance with the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended (the “Act”), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) the planning, acquisition, design and construction of wastewater system improvements, and (ii) professional services rendered in connection therewith.

(b) The City Council authorized the publication of a notice of intention to issue its City of La Porte, Texas, Certificates of Obligation, Series 2017 (the “Certificates”) to the effect that the City Council was tentatively scheduled to meet at 6:00 p.m. on January 23, 2017, at its regular meeting place to adopt an ordinance authorizing the issuance of the Certificates to be payable from an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and a pledge of surplus net revenues of the City’s water and sewer system (the “System”).

(c) Such notice was published on December 22, 2016 and December 29, 2016 in *The Bay Area Observer*.

(d) No petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such Certificates on or before the date of passage of this Ordinance.

(e) The City has determined that it is in the best interests of the City and that it is otherwise desirable to issue the Certificates to provide all or part of the funds to pay contractual obligations to be incurred for the purposes authorized by the Act.

(f) The Certificates herein authorized for issuance are to be delivered to the Texas Water Development Board (the “TWDB” or the “Purchaser”) in evidence of a loan commitment received in the aggregate amount of the Certificates.

## ARTICLE II

### DEFINITIONS AND INTERPRETATIONS

**Section 2.1: Definitions.** As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” means Texas Local Government Code, Chapter 271, Subchapter C, as amended.

“Attorney General” means the Attorney General of the State of Texas.

“Certificate” or “Certificates” means any or all of the City of La Porte, Texas, Certificates of Obligation, Series 2017, authorized by this Ordinance.

“City” means the City of La Porte, Texas, and, where appropriate, its City Council.

“City Council” means the governing body of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” means the fund by that name created pursuant to Section 5.2 hereof.

“Fiscal Year” means the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Certificate, means September 15, 2017, and each March 15 and September 15 thereafter until maturity or earlier redemption of such Certificate.

“Issuance Date” means the date on which the Certificates are delivered to and paid for by the Purchaser.

“Ordinance” means this Ordinance and all amendments hereof and supplements hereto.

“Outstanding,” when used with reference to the Certificates, means, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Certificates canceled by or on behalf of the City at or before such date; (b) any Certificates defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Certificates in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” means Amegy Bank, a division of ZB, National Association, Houston, Texas, and its successors in that capacity.

“Purchaser” means the Texas Water Development Board.

“Record Date” means the close of business on the last calendar day of the month immediately preceding the month in which the applicable Interest Payment Date occurs.

“Register” means the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

“Registered Owner” means the person or entity in whose name any Certificate is registered in the Register.

**Section 2.2: Interpretations.** All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates.

### ARTICLE III

#### TERMS OF THE CERTIFICATES

**Section 3.1: Amount, Purpose and Authorization.** The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total authorized aggregate principal amount of TEN MILLION SIX HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$10,635,000) for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the purposes described in paragraph 1.1(a) hereof, and to pay the costs of issuing the Certificates.

**Section 3.2: Designation, Date and Interest Payment Dates.** The Certificates shall be designated as the “City of La Porte, Texas, Certificates of Obligation, Series 2017,” and shall be dated February 1, 2017. The Certificates shall bear interest at the rates set forth in Section 3.3 below, from the later of the Issuance Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on September 15, 2017, and each March 15 and September 15 thereafter until maturity or earlier redemption.

If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

**Section 3.3: Numbers, Denomination, Interest Rates and Maturities.** The Certificates shall be initially issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the

following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on March 15 in each of the years and in the amounts set out in such schedule. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Certificate Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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**Section 3.4: Redemption Prior to Maturity.**

(a) The Certificates maturing on and after March 15, 2028, are subject to redemption prior to maturity, at the option of the City, in whole or in part, in inverse order of maturity, on March 15, 2027, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

(b) Certificates may be redeemed in part only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon presentation and surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(c) Notice of any redemption, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed

thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

**Section 3.5: Manner of Payment, Characteristics, Execution and Authentication.** The Paying Agent/Registrar is hereby appointed the paying agent for the Certificates. The Certificates shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF CERTIFICATES set forth in Article IV of and Exhibit A to this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Andrews Kurth Kenyon LLP, Houston, Texas, Bond Counsel, may be printed on the back of the Certificates over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

**Section 3.6: Authentication.** Except for the Certificates to be initially issued, which need not be authenticated by the Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Article IV of and Exhibit A to this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Paying Agent/Registrar hereunder.

**Section 3.7: Ownership.** The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

**Section 3.8: Registration, Transfer and Exchange.** The Paying Agent/Registrar is hereby appointed the registrar for the Certificates. So long as any Certificate remains Outstanding, the Paying Agent/Registrar shall keep the Register at its office in Houston, Texas, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented and surrendered.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

All Certificates issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Certificate called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Certificate called for redemption in part.

**Section 3.9: Book-Entry Only System.** (a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsection (b) hereof, all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has deretermined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (b) the delivery to any DTC Participant or any other person, other than a holder of the Certificate, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a holder of the Certificate, as shown in the Register of any amount with respect to principal of Certificates, premium, if any, or interest on the Certificates.

Except as provided in subsection (c) of this Section 3.9, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on

Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Certificates, premium, if any, and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an owner shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

(b) Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(c) Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certified Certificates, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (b) notify DTC of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names holders of the Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

**Section 3.10: Replacement Certificates.** Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Certificate is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

(a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;

(c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

**Section 3.11: Cancellation.** All Certificates paid or redeemed in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

#### ARTICLE IV

#### FORM OF CERTIFICATES

**Section 4.1: Form of Certificates.** The Certificates, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar Authentication Certificate, Form of Assignment and Form of Statement of Insurance, if any, shall be in substantially the form set forth in Exhibit A hereto, with such omissions, insertions and variations as may be necessary or desirable, and not prohibited by this Ordinance.

#### ARTICLE V

#### SECURITY FOR THE CERTIFICATES

**Section 5.1: Pledge and Levy of Taxes and Revenues.** (a) To provide for the payment of principal of and interest on the Certificates, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Certificates or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Certificates and to create and provide a sinking fund of not less than 2% of the principal

amount of the Certificates or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Certificates by deposit to the Debt Service Fund (as hereinafter defined) and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. There is hereby appropriated, from current funds on hand and legally available therefor, funds sufficient to pay the debt service coming due on the Certificates prior to receipt of taxes levied therefor.

(c) In addition, pursuant to the authority of Chapter 1502, Texas Government Code, the City also hereby pledges the surplus revenues to be derived from the City's waterworks and sewer system that remain after the payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with the City's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or party of the net revenues of the System (the "Surplus Revenues") to the payment of the principal of and interest on the Certificates. The City shall such Surplus Revenues to the credit of the Debt Service Fund created pursuant to Section 5.2 hereof to the extent necessary to pay the principal of and interest on the Certificates. If Surplus Revenues are used in lieu of ad valorem taxes for the payment of the debt service requirements of System debt, the City shall maintain and collect sufficient rates and charges to produce System revenues in any amount necessary to meet the debt service requirements of all outstanding obligations payable from System revenues. The City further agrees to maintain the funds established by and required by the Certificates.

(d) If Net Revenues are actually on deposit in the Debt Service Fund prior to the annual tax levy, the City shall reduce the amount of the tax levy by the amount of Net Revenues on deposit in the Debt Service Fund on such date. However, if the determination of Net Revenues to be deposited in the Debt Service Fund is based on budgeted amounts, (i) the City shall transfer and deposit in the Debt Service Fund each month an amount not less than 1/12<sup>th</sup> of the annual debt service on the Certificates until the amount on deposit in the Debt Service Fund equals the amount required for annual debt service on the Certificates; (ii) the City shall not transfer any pledged Net Revenues to any fund other than the Debt Service Funds until such time as an amount equal to the annual debt service on the Certificate for the then current fiscal year has been deposited in the Debt Service Fund; (iii) each year that the Certificates are outstanding, and prior to the time taxes are to be levied for such year, the City shall establish, adopt, and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues, ad valorem tax revenues or other legally available funds, or a combination thereof, into the Debt Service Fund for the repayment of the Certificates; and (iv) the City will either maintain and collect sufficient rates and charges to produce revenues in an amount not less than 1.10 times debt service requirements for all outstanding obligations of the City secured by Net Revenues, or shall provide documentation evidencing the levy and collection of an ad valorem tax rate sufficient to provide for the payment of annual debt service requirements.

**Section 5.2: Debt Service Fund.** The "Certificates of Obligation, Series 2017, Debt Service Fund" (the "Debt Service Fund") is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Certificates. Such amount, plus any other

amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

**Section 5.3: Further Proceedings.** After the Certificates to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Certificates to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

## ARTICLE VI

### CONCERNING THE PAYING AGENT/REGISTRAR

**Section 6.1: Acceptance.** Amegy Bank, a division of ZB, National Association is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar in substantially the form presented at the meeting at which this Ordinance was approved. The Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

**Section 6.2: Trust Funds.** All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance.

**Section 6.3: Certificates Presented.** Subject to the provisions of Section 6.4, all matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Certificates shall be canceled as provided herein.

**Section 6.4: Unclaimed Funds Held by the Paying Agent/Registrar.** Funds held by the Paying Agent/Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

**Section 6.5: Paying Agent/Registrar May Own Certificates.** The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

**Section 6.6: Successor Paying Agents/Registrars.** The City covenants that at all times while any Certificates are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The City reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

## ARTICLE VII

### PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF CERTIFICATES

**Section 7.1: Sale of Certificates.** The sale of the Certificates to the Purchaser at a price of par pursuant to a loan commitment received from the Purchaser is hereby approved. The City shall pay a 1.85% origination fee to the Purchaser. It is hereby found, determined and declared that the price and terms of the Certificates are the most advantageous reasonably obtainable by the City. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary to provide for the issuance and delivery of the Certificates.

**Section 7.2: Approval, Registration and Delivery.** The Mayor is hereby authorized to have control and custody of the Certificates and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Certificates and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Certificates by the Comptroller. Upon registration of the Certificates, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Certificates initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

**Section 7.3: Private Placement Memorandum.** The City Council hereby approves the form and content of the Private Placement Memorandum prepared in connection with the sale of the Certificates, and approves the delivery of the Private Placement Memorandum to the Purchaser, with such changes therein or additions thereto as the officials executing the same may deem advisable, such determination to be conclusively evidenced by their execution thereof.

**Section 7.4: Deposit of Proceeds; Escrow Agreement.** Immediately following the delivery of the Certificates and prior to the deposit of the proceeds from the sale of such Certificates in the Construction Fund

referenced in Section 9.2 of this Ordinance, such proceeds shall be held in trust and in escrow pursuant to the written escrow agreement described below pending written authorization to release said proceeds.

A "Special Escrow Deposit Agreement" by and between the City and Amegy Bank, a division of ZB, National Association, Houston, Texas, attached hereto as Exhibit B and incorporated herein by reference as a part of this Resolution for all purposes, is hereby approved as to form and content, and the Mayor and City Secretary are hereby authorized and directed to execute such Agreement in substantially the same form and content herein approved.

**Section 7.5: Covenants to Maintain Tax Exemption.**

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in section 1.148 1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in section 1.148 1(b) of the Regulations.

“Investment” has the meaning stated in section 1.148 1(b) of the Regulations.

“Issue Date” for the Certificates or other obligations of the City is the respective date on which such Certificates or other obligations of the City, is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in section 1.148 1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in section 1.148 1(b) of the Regulations.

“Proceeds” has the meaning stated in section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Certificates issued pursuant to sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to sections 141 through 150 of the Code and applicable to the Certificates.

“Yield of”

(1) any Investment shall be computed in accordance with section 1.148-5 of the Regulations,  
and

(2) the Certificates shall be computed in accordance with section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted,

respectively, would cause the interest on any Certificates to become includable in the gross income, as defined in section 61 of the Code, of the owner for federal income tax purposes. Unless and until the City has received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the regulations and rulings relating to section 141 of the Code, the City shall, at all times prior to the last stated maturity of the Certificates,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Certificates and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the regulations and rulings relating to section 141 of the Code, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take or pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the regulations and rulings relating to section 148 of the Code, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Certificates, directly or indirectly invest Gross Proceeds of such Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the regulations and rulings relating to section 149(b) of the Code, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the regulations and rulings relating to section 149(b) of the Code.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by section 149(e) of the Code with respect to the Certificates on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings relating to section 148(f) of the Code, the City shall:

(1) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the Certificates acquired with these proceeds.

(2) calculate the Rebate Amount with respect to the Certificates, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date.

(3) as additional consideration for the purchase of the Certificates by the initial purchaser and the loan of the money represented by this purchase, and in order to induce such purchase by measures designed to ensure the excludability of the interest from the gross income of the owners for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings relating to section 148(f) of the Code, and

(4) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the regulations and rulings relating to section 148 of the Code, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Not Hedge Bonds. The City will not invest more than 50 percent of the Proceeds of the Certificates in Nonpurpose Investments having a guaranteed yield for four years or more. On the Closing Date, the City will reasonably expect that at least 85 percent of the Net Sale Proceeds of the Certificates will be used to carry out the governmental purpose of such series within three years after the Closing Date.

**Section 7.6: Related Matters.** In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, the Mayor Pro-Tem, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this

Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

## ARTICLE VIII

### CONTINUING DISCLOSURE UNDERTAKING

**Section 8.1: Annual Reports.** The City shall provide annually to the MSRB the audited financial statements of the City. Any financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles as applicable to government units prescribed by the Government Accounting Standards Board and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

**Section 8.2: Material Event Notices.** The City shall notify the MSRB, in a timely manner, of any of the following events with respect to the Certificates (not in excess of ten (10) business days after the occurrence of the event):

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (g) Adverse tax opinions or events affecting the tax-exempt status of the Certificates;
- (h) Modifications to rights of holders of the Certificates;
- (i) Certificate calls;
- (j) Defeasances;
- (k) Release, substitution, or sale of property securing repayment of the Certificates;

(l) Rating changes’

(m) bankruptcy, insolvency, receivership, or similar event of the City;

(n) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(o) the appointment of a successor or additional trustee or change of name of the trustee, if material.

For these purposes, any event described in the immediately preceding paragraph (n) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 8.1 of this Ordinance by the time required by such Section.

**Section 8.3: Identifying Information.** All documents shall be provided to the MSRB in an electronic format and accompanied by identifying information, as prescribed by the MSRB.

**Section 8.4: Limitations, Disclaimers and Amendments.** The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by Section 8.2 of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Article are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN

THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holder and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 8.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Article in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

**Section 8.5: Definitions.** As used in this Article, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

## ARTICLE IX

### SPECIAL PROVISIONS RELATING TO THE TEXAS WATER DEVELOPMENT BOARD

**Section 9.1: Compliance with the Texas Water Development Board’s Rules and Regulations.** The City will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Certificates in the TWDB’s rules, regulations and relevant statutes.

**Section 9.2: Construction Fund; Timely Use of Proceeds.** The proceeds of the Certificates shall be applied to establish at an official depository of the City a construction fund (the “Construction Fund”), which shall be kept separate from all other accounts and funds of the City. The City shall maintain project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets. Monies on deposit in the Construction Fund shall be applied in accordance with the applicable requirements of the Texas Water Code and the rules and regulations of the TWDB. All funds deposited to the credit of the Construction Fund will be used in a timely and expeditious manner, as required by federal statute and EPA regulations, and the City will adhere to the project schedule approved by the Executive Administrator.

**Section 9.3: Records; Final Accountings.** The City will keep and maintain full and complete records and accounts pertaining to the construction of the projects financed with the proceeds of sale of the Certificates, including the Construction Fund, in accordance with the standards set forth by the Government Accounting Standard Board. Within 60 days of completion, the City will submit to the TWDB a final accounting of the total costs of the projects financed with the Certificates.

**Section 9.4: Annual Audit.** So long as any Certificates are held by the TWDB, the City will annually submit to the TWDB’s Executive Administrator, within 180 days of the end of the City’s fiscal year, a copy of its annual audited financial statements prepared in accordance with generally acceptable auditing standards by a certified public accountant.

**Section 9.5: Investment of Proceeds.** Proceeds from the sale of the Certificates shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

**Section 9.6: Surplus Proceeds.** Any proceeds of the Certificates that are determined to be remaining unused funds unspent after the original approved project described in Section 3.1 hereof is completed shall be used for enhancements to the original project that are explicitly approved by the Executive Administrator. If no enhancements are authorized by the Executive Administrator, the City shall submit a final accounting and disposition of any unused funds. Proceeds of the Certificates determined to be surplus funds remaining after completion of the projects described in Section 3.1 hereof and completion of a final accounting shall be used for the following purposes as approved by the Executive Administrator of the TWDB: (1) to redeem, in inverse annual order, the Certificates owned by the TWDB, (2) deposit into the Interest and Sinking Fund for the payment of interest or principal on the Certificates owned by the TWDB, or (3) deposit into a reserve fund.

**Section 9.7: Insurance.** The City will maintain insurance on the projects financed with the proceeds of the Certificates in amounts adequate to protect the TWDB’s interest.

**Section 9.8: Water Conservation Program.** The City has implemented or will implement an approved water conservation program required by the TWDB for so long as the Certificates are outstanding.

**Section 9.9: TWDB Remedies.** The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the TWDB’s full exercise of these remedies shall be of no force and effect.

**Section 9.10: Environmental Determination.** The City will comply with any special conditions specified by the TWDB’s environmental determination until all financial obligations to the TWDB have been discharged.

**Section 9.11: Environmental Indemnification.** Proceeds of the Certificates shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City shall indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project, to the extent permitted by law.

**Section 9.12: Compliance with Davis-Bacon.** All laborers and mechanics employed by contractors and subcontractors for projects be paid wages at rates not less than those prevailing on projects of a similar character in the City in accordance with the Davis-Bacon Act, and the U.S. Department of Labor’s implementing regulations and all project contracts shall mandate compliance with the Davis-Bacon Act. All contracts and subcontracts for the construction of the project carried out in whole or in part with proceeds of the Certificates shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB.

**Section 9.13: Federal Funding Accountability and Transparency Act.** The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282. The City shall obtain a Data Universal Numbering System Number and shall register with the System for Award Management, and maintain such registration while the Certificates are outstanding.

**Section 9.14: American Iron and Steel Requirement.** The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines.

**Section 9.15: Additional Covenants Related to Tax-Exempt Status.**

(a) The City will not use any portion of the proceeds of the Certificates in a manner that would cause the Certificates to become “private activity bonds” within the meaning of Section 141 of the Code, and the Regulations.

(b) No portion of the proceeds of the Certificates will be used, directly or indirectly, in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of Section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB’s bonds that are issued to provide financing for the Certificates (the “Source Series Bonds”), other than Nonpurpose Investments acquired with:

- (1) proceeds of the TWDB’s Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of the maximum annual debt service on the Certificates, 125% of the average annual debt service on the Certificates, or 10% of the stated principal amount (or, in the case of a discount, the issue price) of the Certificates.

(c) Neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Certificates.

## ARTICLE X

### MISCELLANEOUS

**Section 10.1: Defeasance.** The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar, a trust company or commercial bank other than the Paying Agent/Registrar, or with the Comptroller of Public Accounts of the State of Texas either:

(a) cash in an amount equal to the principal amount of such Certificates and premium, if any, and interest thereon to the date of maturity or redemption; or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Certificates are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

**Section 10.2: Ordinance a Contract - Amendments.** This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without

the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

**Section 10.3: Legal Holidays.** In any case where the date interest accrues and becomes payable on the Certificates or principal of the Certificates matures or the date fixed for redemption of any Certificates or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth calendar day of that month.

**Section 10.4: Power to Revise Form of Documents.** Notwithstanding any other provision of this Ordinance, the Mayor is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance and in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, and in the opinion of Bond Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Certificates by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Certificates or such documents shall be subject to the prior approval of the City Council.

**Section 10.5: No Recourse Against City Officials.** No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

**Section 10.6: Further Proceedings.** The Mayor, Mayor Pro-Tem, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

**Section 10.7: Severability.** If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 10.8: Open Meeting.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas

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

**Section 10.9: Repealer.** All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 10.10: Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

*[Signature page follows.]*

**DULY PASSED AND APPROVED** this the 23rd day of January, 2017.

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Mayor

ATTEST:

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City Secretary

APPROVED AS TO FORM AND CONTENT:

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City Attorney



Certificate is payable on September 15, 2017, and each March 15 and September 15 thereafter until maturity or earlier redemption of this Certificate, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the fifteenth calendar day of the month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity or earlier redemption shall be paid upon presentation and surrender of this Certificate at the principal corporate trust office of the Paying Agent/Registrar. Notwithstanding the foregoing, while the Certificates are held by the Texas Water Development Board (the "TWDB"), payment of principal of and interest on the Certificates shall be made by federal funds wire transfer, at no cost to the Purchaser, to an account at a financial institution located in the United States designated by the Purchaser.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") in the aggregate principal amount of \$10,635,000 issued pursuant to an ordinance adopted by the City Council of the City on January 23, 2017 (the "Ordinance"), for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit (i) improvements and extensions to the City's water and sewer system, (ii) street improvements, (iii) drainage improvements, and (iv) professional services rendered in connection with the above listed projects.

THE CITY RESERVES THE RIGHT, at its option, to redeem, prior to their maturity, Certificates maturing on or after March 15, 2028, in whole or in part, in inverse order of maturity, on March 15, 2027, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

THE CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

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above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the Issuance Date identified above or the most recent interest payment date to which interest has been paid or duly provided for.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Certificate called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Certificate called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Certificate. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Certificate by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the City's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and all debt service, reserve, and other requirements in connection with the City's revenue obligations (now or hereafter outstanding) that are payable from all or a part of said revenues, all as provided in the Ordinance.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.<sup>4</sup>

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<sup>4</sup> In the initial Certificate, this paragraph shall read:

“THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon.”

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the Mayor, countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF LA PORTE, TEXAS

\_\_\_\_\_  
Mayor

(SEAL)

COUNTERSIGNED:

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

\* \* \*

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

THE STATE OF TEXAS

REGISTER NO. \_\_\_\_\_

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

\* \* \*

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Ordinance; and, except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

AMEGY BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signature  
Date of Authentication:

\* \* \* \*

FORM OF ASSIGNMENT  
ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Please print or type name, address, and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer such certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:

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

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this certificate in every particular, without any alteration, enlargement or change whatsoever.

\* \* \* \*

**EXHIBIT B**  
**FORM OF SPECIAL ESCROW DEPOSIT AGREEMENT**  
**(TAB 7)**

**EXHIBIT C**  
**TWDB RESOLUTION**  
**(TAB 2)**



**Robert V. Henderson**  
Managing Director,  
Phone: (210) 805-1118  
Facsimile: (210) 805-1119  
robert.henderson@rbccm.com

## ***CITY OF LA PORTE, TEXAS***

### ***PRELIMINARY PLAN OF FINANCE***

***DATED: NOVEMBER 21, 2016***

#### ***INTRODUCTION:***

As part of the City's long-term capital planning, the City has anticipated significant improvements to its combined utility system. The City Manager, the Director of Finance and RBC CM, as the City's financial advisors, have closely monitored multiple aspects of the City's operations for opportunities to fund these improvements with minimal financial impact to the citizens of La Porte. Given the focus on maintaining competitive utility rates in the area, this examination has primarily focused on the debt capacity of the General Fund within the historical 10.5 cent Interest and Sinking Fund tax rate. The purpose of this report is to provide the results of that analysis and to provide a formal recommendation as to a Plan of Finance to fund the needed improvements

#### ***FINANCIAL BACKGROUND:***

Including the recently issued General Obligation Refunding Bonds Series 2016, the City of La Porte currently has ten ad valorem property tax secured debt obligations outstanding as follows:

<u>Issue:</u>	<u>Original Amount:</u>	<u>Currently Outstanding:</u>	<u>Final Maturity:</u>
Certificates of Obligation, Series 2005	\$1,800,000	\$ 90,000	3/15/2017
General Obligation Bonds, Series 2005	7,675,000	400,000	3/15/2017
Certificates of Obligation, Series 2006	5,765,000	315,000	3/15/2017
General Obligation Bonds, Series 2006	1,200,000	140,000	3/15/2018
Certificates of Obligation, Series 2010	6,265,000	4,535,000	3/15/2026
General Obligation Ref. Bonds, Series 2010	4,295,000	1,705,000	3/15/2020
General Obligation Ref. Bonds, Series 2012	9,435,000	9,125,000	3/15/2025
General Obligation Ref. Bonds, Series 2014	9,300,000	8,310,000	3/15/2025
Certificates of Obligation, Series 2015	7,770,000	7,395,000	3/15/2030
General Obligation Ref. Bonds, Series 2016	3,165,000	3,135,000	3/15/2029

#### ***DEBT CAPACITY IN THE GENERAL FUND:***

The City continues to enjoy growth in its taxable assessed valuation (TAV). However, for the purposes of this analysis, the TAV is assumed to be the recent figure of \$2.65 billion. We also assume a conservative 98.5% collection ratio. With the savings derived from the January 2016 refunding and the rapidity of existing debt repayment, the debt capacity within the context of the City's historical Interest and Sinking Fund tax rate of 10.5 cents is calculated to be approximately \$10,000,000 assuming a 20-year final maturity. Meaning, this debt can be issued with no tax rate increase.

### ***FINANCING ALTERNATIVES:***

With the City's bond ratings and modest debt levels, the City has multiple options for financing including going to the public markets as it did with the Series 2015 Certificates of Obligation. However, given the nature of the utility improvements that are the focus of this financing, the City has the additional option of seeking funding through the Texas Water Development Board (TWDB) under the Clean Water State Revolving Fund (CWSRF). The significant advantage of this program is that the State charges below market interest rates on this program on the basis of funds received from the Federal Government under the Clean Water Act. As a result of this subsidy, the TWDB has estimated an interest rate on this loan of 2.5% (please keep in mind this is an estimate provided by the TWDB prior to the Presidential election and is subject to change). Based on this interest rate estimate, the Debt Capacity of the City is increased to approximately \$10,800,000. This amount exceeds the \$10,635,000 value of the application submitted to the TWDB. It is our recommendation that the City avail itself of this program with its subsidized borrowing rates.

### ***COMPLETING THE FINANCING:***

City administration has been following a "dual track" with respect to keeping its options open on this financing. Consequently, resolutions requesting TWDB assistance and applications have already been filed and approved. Of course, the City is not obligated pending City Council approval. Should the Council approve, the next step would be to pass a resolution giving and authorizing publication of a Notice of Intent to issue Certificates. This Notice will be on the Council's agenda for the meeting of December 12, 2016.

State law requires this notice be published in a newspaper of local circulation twice, the first publication being not less than 30 prior to the Council taking action to actually issue the Certificates. Given that requirement and the dates of the regularly scheduled City Council meetings, this indicates the action to actually sell the Certificates cannot take place before the January 23, 2017 meeting. If approved by the Council on that date, the issue would close in mid-February at which time the City would take delivery of the full value of borrowing less fees and expenses.

As a reminder from previous written plans submitted to the Council, there are three generally prescribed methods for selling public debt; Selling by competitive bid, selling on a negotiated sale basis and conducting a private placement. Selling the Certificates of Obligation to the TWDB constitutes a private placement method. As a result, the City will be able to avoid the costs of ratings, the preparation of public offering documents and the expenses related to an underwriting firm. However, please be aware that the TWDB does charge a fee for this program designed to approximate the avoided costs. It is our opinion that the subsidized interest rates more than offsets the TWDB related fees.

### ***TIMING:***

Timing has largely been discussed above but to recap:

Council gives Notice of Intent to Issue:	December 12, 2016
Council meets to approve Issuance:	January 23, 2016
Anticipated Closing:	February 15, 2017

### ***SUMMARY:***

The City has multiple options with respect to financing these improvements. The result of our analysis is that the most cost effective of these alternatives is the private placement of Certificates of Obligation with the Texas Water Development Board. Further, our analysis indicates that the City can issue and pay for this debt while, barring unforeseen circumstances, keeping its Interest and Sinking Fund at its recently historical rate of 10.5 cents. It is our recommendation that the City proceed with the TWDB option.

# City of La Porte, Texas

## Debt Capacity Analysis - Interest and Sinking Fund Supported

Last Revised: 12/5/2016

Base Case Study @ 10.5 Cent I & S Tax Rate

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
Fiscal Year Ending 9-30	Net Taxable Assessed Valuation	Currently Outstanding I & S Tax Supported Debt												Total Available Funds	Total Net Debt Serv	Prjctd I & S	Projected Cert Oblig Series 2017	Projected Total Net Debt Serv	Prjctd Total I & S	Fiscal Year Ending 9-30
2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$ 275,805	\$ 39,824	\$ 404,338	\$ 155,949	\$ 72,365	\$ 549,619	\$ 349,156	\$ 147,289	\$ 241,859	\$ 568,539	\$ 2,804,742	\$ 75,000	\$ 2,729,742	0.1050	\$ -	\$ 2,729,742	0.1050	2016			
-	38,276	408,250	155,949	74,305	548,369	336,789	146,754	285,519	544,263	2,538,474	75,000	2,463,474	0.0829	657,500	3,120,974	0.1050	2017			
-	-	-	-	71,435	549,769	323,773	190,556	496,391	543,913	2,175,837	50,000	2,125,837	0.0698	676,263	2,802,100	0.0920	2018			
-	-	-	-	-	548,669	309,745	283,011	665,051	543,263	2,349,739	135,000	2,214,739	0.0709	676,263	2,891,001	0.0926	2019			
-	-	-	-	-	546,969	215,475	279,115	699,045	547,238	2,287,841	75,000	2,212,841	0.0708	676,263	2,889,104	0.0925	2020			
-	-	-	-	-	549,569	-	773,687	473,137	545,838	2,342,231	75,000	2,267,231	0.0726	676,263	2,943,493	0.0942	2021			
-	-	-	-	-	547,331	-	768,210	476,246	544,138	2,335,925	75,000	2,260,925	0.0724	676,263	2,937,187	0.0940	2022			
-	-	-	-	-	545,088	-	765,345	472,199	547,062	2,329,693	75,000	2,254,693	0.0722	676,263	2,930,956	0.0938	2023			
-	-	-	-	-	546,591	-	758,976	473,419	544,612	2,323,598	75,000	2,248,598	0.0720	676,263	2,924,861	0.0936	2024			
-	-	-	-	-	546,700	-	752,878	253,062	546,788	2,099,428	75,000	2,024,428	0.0648	676,263	2,700,691	0.0865	2025			
-	-	-	-	-	545,700	-	-	-	545,255	1,090,955	75,000	1,015,955	0.0325	676,263	1,692,218	0.0542	2026			
-	-	-	-	-	-	-	-	-	988,937	988,937	-	988,937	0.0317	676,263	1,665,200	0.0533	2027			
-	-	-	-	-	-	-	-	-	986,062	986,062	-	986,062	0.0316	676,263	1,662,325	0.0532	2028			
-	-	-	-	-	-	-	-	-	985,250	985,250	-	985,250	0.0315	676,263	1,661,513	0.0532	2029			
-	-	-	-	-	-	-	-	-	710,500	710,500	-	710,500	0.0227	676,263	1,386,763	0.0444	2030			
-	-	-	-	-	-	-	-	-	-	-	-	-	-	676,263	676,263	0.0217	2031			
-	-	-	-	-	-	-	-	-	-	-	-	-	-	676,263	676,263	0.0217	2032			
-	-	-	-	-	-	-	-	-	-	-	-	-	-	676,263	676,263	0.0217	2033			
-	-	-	-	-	-	-	-	-	-	-	-	-	-	676,263	676,263	0.0217	2034			
-	-	-	-	-	-	-	-	-	-	-	-	-	-	676,263	676,263	0.0217	2035			
-	-	-	-	-	-	-	-	-	-	-	-	-	-	676,263	676,263	0.0217	2036			
		<b>\$ 275,805</b>	<b>\$ 78,100</b>	<b>\$ 812,588</b>	<b>\$ 311,897</b>	<b>\$ 218,105</b>	<b>\$ 6,024,372</b>	<b>\$ 1,534,938</b>	<b>\$ 4,865,821</b>	<b>\$ 4,535,928</b>	<b>\$ 9,691,658</b>	<b>\$ 28,349,212</b>	<b>\$ 27,489,212</b>	<b>\$ 13,506,488</b>	<b>\$ 40,995,700</b>					

- Notes:**
1. Assumed current tax rate collection ratio is 98.5%
  2. Using \$2,650,000,000 Assessed Value for FYE 2016; assumes a growth rate of 2.5% per year for 4 years; at 0% thereafter.
  3. Series 2017 Debt Service figures are based on a \$10,635,000 issue with a 20 year debt structure assuming 2.5% .

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	January 23, 2017		<u>Appropriation</u>
Requested By:	Don Pennell	Source of Funds:	015 General Fund-032 CDBG Grant
Department:	Public Works	Account Number:	015.9892.700.9150/015.9892.665.1100/032.91
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted:	\$100,000/\$160,000/\$572,000
Other: <input type="radio"/>		Amount Requested:	\$54,612/\$10,000/\$538,888
<b>Attachments :</b>		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO
<ol style="list-style-type: none"> <li>1. <u>Bid Tabulation</u></li> <li>2. <u>Bid Recommendation</u></li> <li>3. <u>Access Report</u></li> </ol>			

### SUMMARY & RECOMMENDATIONS

LPISD Historic Colored School Reconstruction Phase 2 Rebid consists of redesign, renovate, and expand the approximately 1,120 square foot former school building , bring it up to current code, and adding 720 square feet building. This project was approved for funding by Harris County on March 31, 2015 from funds allocated by the States Department of Housing Community Development Block Grant Program (CDBG). Additional funding was City Council 2015 CIP budget and the 2017 CIP contingency.

To date there are approximately \$183,112.00 in expenditures and encumbered expenses from the CDBG grant 2015 CIP budget for design, research, demolition, geotechnical evaluation, grant management etc.

Bid #17002- LPISD Historic Colored School Reconstruction Phase 2 Rebid was advertised on October 27 & 28, 2016 in the Bay Area Observer, posted on Public Purchase and the city's website. 93 vendors downloaded the Bid #17002 was opened and read on December 6, 2016, seven bids were received. Portfolio Builders submitted at \$603,500.00 which includes the base bid (\$599,000.00) and extra work items (\$4,500.00). The extra work items to construct wooden windows for the building. The Design Architect is recommending award of bid to Portfolio Builders.

**Benefits:**

Development of historic site in La Porte promoting tourism and visitors.

**Liabilities:**

Annual building & grounds maintenance.

**Operating Costs:**

Costs will increase as building and grounds age.

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**Action Required of Council:**

Consider approval or other action to award Bid #17002 to Portfolio Builders., for the LPISD Historic Colored Sc Reconstruction Phase 2 Rebid and authorize the City Manager to enter into a construction contract in the amo \$603,500.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**BID TABULATION**  
**BID 17002 LPISD HISTORIC COLORED SCHOOL RECONSTRUCTION-PHASE 2 REBID**  
**DUE: December 6, 2016 AT 2:00 P.M.**

<b>Description</b>	<b>General Contractor Services, Inc.</b>	<b>Amerson Construction</b>	<b>Portfolio Builders</b>
Reconstruction for the LPISD historic colored school Per plans and specifications  <p style="text-align: right;"><b>Lump Sum Total</b></p>	<b>\$708,579.00</b>	<b>\$687,000.00</b>	<b>\$599,000.00</b>
<b>Extra Work Items</b> Reconstruct wood windows  <p style="text-align: right;">Unit Price</p>	<b>\$1,500.00</b>	<b>included in base Bid \$800.00</b>	<b>\$4,500.00</b>
Bid Bond Acknowledge of Addenda	Yes Yes	Yes Yes	Yes Yes



Ms. Cherell Daeumer, CPPB  
Purchasing Manager  
City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571

08 December 2016

Re: #17002 LPISD Historic Colored School Phase 2 Rebid

Ms. Daeumer:

I have received the tabulation of the bids received 06December2016 for the Phase 2 portion of the LPISD Historic Colored School – City of La Porte Project #17002. I have reviewed the proposal submitted by Portfolio Builders, Inc., the low bidder, and spoken briefly with Christian Frisch, the proposed project manager. The firms appears well qualified to perform the work. Assuming their proposal is responsive to and in compliance with the bidding criteria established by the City and the bid amount of \$599,000.00 is within the budget limitations of the project, it is our recommendation that the City enter into an agreement with Portfolio Builders, Inc. for the work.

Should you have any questions, Please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink, appearing to read 'R. Hollington II', written in a cursive style.

Richard P. Hollington II, Principal

**Access Report**

Agency

Bid Number

Bid Title

City of La Porte (TX)

17002

LPISD Historic Colored School Reconstruction Phase 2 Rebid

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
Cadence McShane Construction LLC	2016-10-20 06:09 PM CDT	
MLG Construction	2016-10-21 11:28 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Koasati Construction Management, LI	2016-11-08 10:13 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Sage Commercial Group	2016-10-25 08:56 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
iSqFt	2016-10-21 12:22 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Charter Communications	2016-10-23 11:51 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
AAR Incorporated	2016-11-02 04:43 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Hearn Company	2016-10-21 11:24 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
The Bid Calendar	2016-11-18 02:33 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Triumph Cabling Services	2016-10-24 09:03 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Aziaa Corp	2016-10-25 03:15 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Onvia	2016-10-20 06:01 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
LMC Corporation	2016-10-20 05:10 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Dodge Data & Analytics	2016-10-21 05:03 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
D. H. Griffin of Texas, Inc.	2016-10-21 10:54 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Lloyd D. Nabors Demolition	2016-10-21 08:10 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
BidClerk	2016-10-20 10:46 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Mitchell Construction Company, Inc.	2016-10-20 05:09 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Portfolio Builders, Inc.	2016-12-06 09:18 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Scogin, John	2016-11-18 09:45 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Emerson Construction Company , Inc	2016-10-21 08:10 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Lee Construction and Maintenance	2016-10-21 08:38 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
M.J. Boyle General Contractor, Inc.	2016-10-21 03:50 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Grant Mackay Company	2016-10-21 12:41 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Perkens WS Corporation	2016-10-24 04:18 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
GP Industrial Contractors, Inc.	2016-11-21 11:10 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
CZS DEVELOPERS LLC	2016-10-21 08:08 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
SparkleBlast	2016-10-21 08:51 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Rains construction	2016-10-24 08:28 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
CMD Group	2016-11-03 08:44 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Sam Anderson Pvt Ltd	2016-10-20 09:54 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Durba Construction	2016-11-11 01:41 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi

Blackmon Mooring of Texas, Inc.	2016-10-21 08:53 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
CROWNHILL BUILDERS, INC	2016-11-09 09:45 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Vaquero Group LLC	2016-10-31 01:34 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Hendee Enterprises	2016-10-21 08:52 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
global soft inc	2016-10-27 03:18 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Complex Contracting Inc.	2016-10-25 09:42 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Urbanovsky Advanced Construction, I	2016-10-21 09:12 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
iSqFt and Houston AC	2016-11-03 12:41 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Ultimate Roofing Systems	2016-10-24 10:42 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
DDA	2016-11-15 10:55 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Glynn's Contracting Service	2016-10-20 07:09 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
North America Procurement Council	2016-10-22 03:31 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Curran Contracting Company	2016-11-15 01:01 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Hudson Building Systems	2016-10-24 09:53 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Teamwork Cnstruction	2016-12-01 11:15 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Brannan Paving Co., Ltd	2016-10-21 08:07 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Davenport Construction	2016-10-20 05:32 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
aztec remodeling &landscaping comp	2016-10-23 05:49 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
ZGL Engineering Services, Inc. DBA ;	2016-10-20 05:46 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Dodge Data & Analytics	2016-11-29 02:25 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
GrantWorks	2016-10-21 01:07 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Grand Cayon Minority Contractors As	2016-11-17 08:22 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
General Contractor Services, Inc.	2016-10-21 02:32 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Amerson Construction LLC	2016-11-29 10:43 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
CERK Security	2016-10-31 01:41 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
ceaserlandscaping	2016-10-20 07:06 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Construction Market Data	2016-12-07 09:33 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
The Blue Book Building & Constructio	2016-10-27 04:00 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Slate Construction, LLC	2016-11-28 03:23 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Jerdon Enterprise, L.P.	2016-11-16 06:02 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
smith painting solutions	2016-11-16 05:08 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Stoddard Construction Management I	2016-10-21 02:08 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Amphibio Technologies	2016-11-16 04:15 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
O'Haver Contractors	2016-10-21 08:00 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Ausmis Inc	2016-10-21 02:13 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Lindsay Circle, LLC	2016-10-26 10:32 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Construction Software Technologies	2016-11-07 06:37 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Braun Intertec	2016-10-31 02:14 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi

Lappe Construction Inc	2016-11-18 11:39 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
North Star Services	2016-12-08 06:37 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
iSqFt / AGC Houston	2016-11-11 02:16 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
IMS	2016-10-21 10:53 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
El Dorado Services Inc.	2016-10-26 06:47 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Smith & Company Architects	2016-10-24 08:36 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Smith & Company Architects	2016-10-21 08:16 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
PRC Environmental, Inc.	2016-10-21 08:17 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
DAE & Associates, LTD	2016-12-05 11:05 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
ASD Consults, Inc.	2016-10-21 01:55 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Axis Builders	2016-11-29 10:34 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
amerson construction llc	2016-11-21 01:00 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Joe Funk Construction	2016-10-21 10:29 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Dodge Data & Analytics	2016-11-29 02:19 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
joshua dade contractors	2016-10-25 07:44 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
ILCOR Builders	2016-10-21 12:50 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Reed Construction Data	2017-01-10 03:30 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
BIO-WEST, Inc.	2016-11-16 10:42 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Patak Construction, Inc.	2016-10-21 03:44 PM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Double T Construction Inc.	2016-10-21 07:43 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
McGraw-Hill Construction DODGE/Mc	2016-11-21 01:24 AM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Tukmol General Contractor	2016-10-21 03:25 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Maguire Iron, Inc.	2016-12-01 01:15 PM CST	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi
Cherry Companies	2016-10-21 09:33 AM CDT	Bid 17002 LPISD Historic Colored School Reconstruction Phase 2 Rebid Fi

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>January 23, 2017</u>	<b><u>Budget</u></b>
<b>Requested By:</b> <u>Corby D. Alexander</u>	<b>Source of Funds:</b> <u>General Fund</u>
<b>Department:</b> <u>Administration</u>	<b>Account Number:</b> <u>Contingency</u>
<b>Report:</b> <u>    </u> <b>Resolution:</b> <u>    </u> <b>Ordinance:</b> <u>    </u>	<b>Amount Budgeted:</b> <u>\$0</u>
<b>Exhibits:</b> Letter for Bay Area Coastal Protection Alliance	<b>Amount Requested:</b> <u>\$10,000</u>
<b>Exhibits:</b> Space City Film Proposal	<b>Budgeted Item:</b> No

### SUMMARY & RECOMMENDATION

After Hurricane Ike, there were many discussions about the best way to protect the communities along Galveston Bay from storm surge. Some of the concepts would prove to be very detrimental to some communities, La Porte included. In an effort to promote a solution that would protect all of the communities along the Bay, the Bay Area Coastal Protection Alliance (BACPA) commissioned a video advocating for the construction of the Ike Dike. This would be the second video produced by BACPA. This video will be geared to encourage state and federal legislatures to take action. The concept of the coastal spine to suppress storm surge is among a number of competing alternatives that are vying for federal funds for the necessary engineering and environmental design, as well as ultimate construction.

This video has been used in numerous venues to ensure that the Ike Dike concept remains a viable alternative and remains competitive for the limited amount of funding and resources available for storm surge protection. The video itself is quite dated at this point and BACPA is moving forward with plans to update and revamp it. BACPA is asking key stakeholders to assist in funding the update.

The total cost of updating the video is \$61,770 and La Porte has been asked to participate in funding a portion of the cost for the new video. If Council is interested in providing funding for this effort, staff recommends funding up to \$10,000 of the production cost.

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#### **Action Required by Council:**

Consider approval or other action to provide funding to the Bay Area Coastal Protection Alliance for the production of new video to promote a coastal spine (ie the Ike Dike).

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#### **Approved for City Council Agenda**

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

\_\_\_\_\_  
Date



# Bay Area Coastal Protection Alliance

P.O. Box 58724, Houston, Texas 77258-8724 Phone: 832.536.3255 Fax: 832.536.3258

October 27, 2017

Dear Friends,

Bay Area Coastal Protection Alliance (BACPA) is a nonprofit corporation organized in October 2014 under the laws of the State of Texas. The purpose of our organization is to facilitate research and studies regarding alternatives providing protection from hurricane and other storm surge in the Gulf Coast region, to provide information and resources to educate the public about the economic, security, and public safety benefits of such alternatives, and to carry on other charitable, scientific, literary or educational activities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The current focus of BACPA is raising the necessary funds to support and complete the "Ike Dike" research and economic impact study that is already underway with Dr. William Merrell of Texas A & M Galveston as the principal investigator. Dr. Merrell, is leading the most noted experts in this field including Delft University of Technology in the Netherlands, the Dept. of Homeland Security's Coastal Hazards Center, Jackson State University, economist Richard Gilmore at the University of Houston's C. T. Bauer College of Business and others to complete this far-reaching study. The results of this effort are already proving the feasibility of such a regional surge protection as well as the national impact and cost of not protecting our coastal region from future disasters.

In 2015, BACPA funded an educational video, produced by Space City Films, that has now gone viral and has had over 200,000 "hits." The video can be viewed at <http://www.tamug.edu/ikedike/>. Much has been accomplished since this video was completed and it is now time to bring everyone up to date with a new media piece to share this information and help educate the general public and decision makers on the matter.

Attached is the proposal for such a video that we are now raising \$61,770 to support. It was developed by Space City film in consultation with Dr. Merrell and his colleagues. We hope you will join us in this effort the raise the necessary funds.

Sincerely,

Fredell Pollak Rosen, President

**Texas A&M University Galveston**  
**Ike Dike Ship Channel Protection**  
*Program Treatment*

***The Proposal***

This proposed program treatment is submitted in response to a request from the Center for Texas Beaches and Shores to create a short film that informs and educates the viewer about the danger of storm surge, flooding, and runoff to the Port of Houston as a result of storms and hurricanes, and how the Ike Dike will mitigate the risks to property, commerce and human life.

Working in cooperation with the Center for Texas Beaches and Shores and Texas A&M University - Galveston, Space City Films will provide the creative and production resources needed to design, develop, and produce a professional, broadcast-quality high definition video program that achieve the established objectives.

The program will address two primary audiences: The first is Texas state representatives, urging them to add their name to the growing list of Ike Dike supporters to push for federal aid. The second primary audience is representatives on a national level, with the intent of demonstrating the federal government's crucial role in the construction of the Ike Dike.

***Audience Profile***

The primary State audience consists of 142 males and 36 females, fairly evenly divided through the ages of 35 and 65, with the highest concentration in their late fifties. The majority of the members are white, with an additional 63 minority members. All but 11 members have a Bachelor's degree or higher.

The primary National audience consists of the Senate and House of Representatives, whose average age is 57 and 61, respectively. The overwhelming majority of both are college educated. Of the 441 members, 102 are minorities. There are 108 women.

The secondary audience consists of residents and businesses along the upper Texas Gulf Coast, chambers of commerce, insurance companies, bankers, investors, and developers.

***Communications Objectives***

***Purpose***

The purpose of these programs is to capture the viewers' attention and provide a solid explanation of the Coastal Spine concept and why it is necessary to protect the Port of Houston. The program will engage and inform the target audience in a dramatic, interesting manner, present the potentially disastrous scenario, and motivate them to take action in favor of the Coastal Spine. At the end of the program, the audience will come away with knowledge and understanding of the very real threat of storm surge, knowledge of the leading solution, and a sense of urgency to prevent catastrophe.

***Key Messages***

The film will include content about the many businesses and refineries in the Port, its extensive import/export function, and the many nationwide effects that will be felt by its potential destruction. There will be a description of the Coastal Spine as a preventative solution for protecting the Port; specifically focused on the Ike Dike component.

- The Texas coastal region is one of the fastest-growing coastal regions in the United States - one in every four Texans lives along the Gulf Coast. Most residents are not aware of the risks associated with living along the coast.
- Texas has sixteen major ports and more than 3,300 miles of bays and estuaries.
- The area made up of Galveston, Harris, and Chambers Counties is one of the most flood-prone areas of the United States.
- The Port of Houston produces a large percentage of import, chemical, and manufacturing activity in the United States, and has an economic impact of billions of dollars annually.
- A direct hit of a major storm and the resulting storm surge could potentially destroy business, refineries, and specialty chemical plants along the Houston Ship Channel and Port of Houston – a catastrophic loss that could cripple the U.S. economy.
- A storm is coming: 4,000 day drought. We have passed the 8-year tipping point.
- Description of the Coastal Spine as a proven, economically viable solution.
- Storm damage prevention is cheaper than repair.
- The elderly and poor are especially vulnerable and disproportionately affected by catastrophic weather.
- The construction of the Coastal Spine creates jobs and protects existing ones.
- The Coastal Spine is cheaper than the response aid that went to New York for Hurricane Sandy and New Orleans for Hurricane Katrina, and would protect a larger population and infrastructure.

#### **Specific State Messages:**

- The federal government must pay the majority of the construction costs as part of a non-partisan effort to save lives, the economy, and the region.
- The Coastal Spine concept has widespread support from coastal cities, organizations, counties, industry unions, and advocacy groups – all of which make up the voter constituency.
- The Coastal Atlas tool provides evidence of the potential billions of dollars in damage if the area is left unprotected.
- The Army Core of Engineers is moving too slowly to make meaningful change.

#### **Specific National Messages:**

- After Hurricane Katrina, the U.S. Government provided \$16 Billion in Federal funding to rebuild the levees and build a coastal spine.
- After Super Storm Sandy, the U.S. Government provided \$5 Billion in Federal funding.
- After Hurricane Ike, the U.S. Government has provided ZERO funding to date, even though the population density along the upper Texas coast is one of the largest in the country, and the Gulf of Mexico and Houston Ship Channel are at extremely high risk if another storm of Ike's size were to hit. And it *will* – it is just a matter of time.
- Protecting the Port of Houston is a matter of national security as the majority of weapon and aircraft related fuels and chemicals are produced here.
- Damage to the Port and Ship Channel will result in a potential nationwide economic catastrophe.
- Industries in congressional districts across the country will be negatively impacted.
- The Ike Dike has the full support of the Texas legislature and constituency.

## ***The Creative Concept***

### **Length**

The programs will be approximately eight to ten minutes long.

### **Look and Feel**

The film will include a dramatic introductory scenario, high-end motion graphics and animations, green screen composites, enhanced reality scenarios, and imagery recorded on location and in-studio. Images shall be crisply lit, meticulously composed, and interesting to view. The pace will be dramatic and serious, but will not idle or move slowly. Quick editing and a pointed message will keep the viewer interested. All graphics and animation will be bright, clean, and have a legible, stylish look that incorporates special effects to augment the images.

### **The Production Approach**

Our goal in planning the production of this program is to create a visual and verbal message that communicates urgency and the danger of a potential storm surge, and the importance of the Coastal Spine.

The project will be shot on location in the greater Houston and Galveston areas. Program location components will be recorded in 4K Ultra High Definition video in a 16x9 widescreen format. Supplemental b-roll and historic footage will complement the captured imagery to demonstrate the reality of failed storm suppression.

### **Program Outline**

#### I. Program Open

- A. Cinematic intro of executives and plant workers preparing for a storm
- B. News segment describes most severe storm in history
- C. The two men cross paths and deal with the damaged plant's effect on their job – representing both the common man/civil aspect, and logistic/national industry aspect

#### II. Storm Legacy – Extreme Danger to Texas Gulf Coast

- A. Long history of dangerous storms
- B. Currently in a “drought” and overdue for another major storm

#### III. Problem – Consequences of Inaction

- A. Risk to ship channel - Catastrophic consequences
- B. Risk to Port of Houston
- C. Risk to national economy and industry
- D. Risk to human life

#### IV. Solution –Coastal Spine

- A. Introduce Coastal Spine
- B. Dr. Merrell
- C. Explain what the Spine is (3 parts), focusing on Ike Dike component
- D. Benefits of proactive protection and construction

#### V. Close / Call to action

- A. State – Support Ike Dike concept and push to federal government
- B. National – adopt proposal and fund construction.

## EXHIBIT "A"

### *Production Specifications and Budget Proposal*

The production specifications and proposed budget are based on a proposed three-day shoot in Galveston, the Houston Ship Channel, and the Port of Houston with a crew of five and Space City Films' 4K ultra high definition camera package, recorded in 16x9 widescreen format. The prime crew includes Producer, Director, Director of Photography, and Key Grip. The production specifications also includes costs for story and script, graphics development, digital compositing and special effects, talent, talent agent fees, music license fees, animation, motion graphics, and post-production editing of the finished program.

Script Writing (40 hrs. @ \$85/hr.)	\$ 3,400.00
Producer (30 hrs. @ \$85/hr.)	\$ 2,550.00
Director (30 hrs. @ \$95/hr.)	\$ 2,850.00
Director of Photography (30 hrs. @ \$80/hr.)	\$ 2,400.00
Key Grip (30 hrs. @ \$55/hr.)	\$ 1,650.00
Gaffer (30 hrs. @ \$55/hr.)	\$ 1,650.00
Narrator (1 hr. @ \$650/hr.)	\$ 650.00
HD Camera Package (30 hrs. @ \$75/hr.)	\$ 2,850.00
Lights, Grip and Audio Package (30 hrs. @ \$60/hr.)	\$ 1,800.00
Stock and Music License Fee (3 cuts @ \$250/cut)	\$ 750.00
Recording Studio and Sound Engineer (2 hrs. @ \$250/hr.)	\$ 500.00
Review Digitize Footage (8 hrs. @ \$85/hr.)	\$ 680.00
Post Production Editing (50 hrs. @ \$215/hr.)	\$ 10,750.00
Motion Graphics (16 hrs. @ \$165/hr.)	\$ 2,640.00
Footage Encoding & Digital Files (3 hrs. @ \$150/hr.)	\$ 450.00
<b><i>Total Production Costs for Two Films (State and National)</i></b>	<b>\$ 35,570.00</b>

### ***Optional Products and Services***

Below please find separate costs for *optional* resources that would add both production value and content value if the budget allows.

**Option 1** includes costs for helicopter rental and camera package for aerial photography along the Ship Channel, Bolivar, Galveston Island, and the proposed Ike Dike site. This footage can be leveraged across any and all current and future products.

**Option 2** includes costs for travel and production expenses to shoot interviews and b-roll at two locations - on the East Coast (travel is budgeted for the Washington DC area) and in mid-America for potential downstream customers that would be affected by a shutdown, i.e. Goodyear or companies that rely on product from the plants along the ship channel, lawmakers, etc. This option would be valuable to demonstrate the impact on businesses and voters in the states and districts of national representatives.

#### ***Option 1 - Aerial Cinematography***

Helicopter, Camera Package, and Crew for Aerials	\$11,300.00
<b><i>Total Cost for Aerials</i></b>	<b>\$ 11,300.00</b>

#### ***Option 2 - Remote Location Production and Travel Budget***

Production and Travel - Two Remote Locations (for National messaging)	\$ 14,900.00
<b><i>Total Cost for Location Production and Travel</i></b>	<b>\$ 14,900.00</b>

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>January 23, 2017</u>	<b>Budget</b>
<b>Requested By:</b> <u>Corby D. Alexander</u>	<b>Source of Funds:</b> <u>NA</u>
<b>Department:</b> <u>Administration</u>	<b>Account Number:</b> <u>NA</u>
<b>Report:</b> <u>    </u> <b>Resolution:</b> <u>    </u> <b>Ordinance:</b> <u>    </u>	<b>Amount Budgeted:</b> <u>NA</u>
<b>Exhibits:</b> <b>Ordinance</b>	<b>Amount Requested:</b> <u>NA</u>
<b>Exhibits:</b> <b>Property Owner Consent Form</b>	<b>Budgeted Item:</b>

### SUMMARY & RECOMMENDATION

Council has directed staff to draft an ordinance that would impose restrictions of donation bins within the City of La Porte. The proposed ordinance will:

- Require that any collection bin be owned/operated by a bonafide charitable organization (ie no for profit operations).
- Implement an annual permitting process for any collection bin to be located in La Porte with an associated fee of \$150.
- Limit each charitable organization to no more than two collection bins in the City.
- Require written approval of the property owner, where collection bin is to be located.
- Require that the bin owner/operator empty the bin as least weekly and that the bins are not permitted to overflow.
- Require collection bin be at least 500 feet away from any residential dwelling.
- Give the City the authority to revoke permit and confiscate collection bins found to not be in compliance with this ordinance.

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#### **Action Required by Council:**

Consider approval or other action regarding ordinance regulating donation collection bins in the City of La Porte.

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#### **Approved for City Council Agenda**

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

\_\_\_\_\_  
Date

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

**AN ORDINANCE AMENDING CHAPTER 34 “ENVIRONMENT”, OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS BY ADDING NEW ARTICLE VII “DONATION COLLECTION BINS”; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED FIVE HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

WHEREAS, donation collection bins as defined herein often overflow with dumped clothing, furniture, appliances, rubbish and unsanitary items; and

WHEREAS, such overflow causes unsightly and unsanitary items to accumulate around the donation collection bins, which provides a place of harborage for vermin and constitutes a possible and probable medium of transmission of disease, and creates a potential fire hazard; and

WHEREAS, donation collection bins are often placed in walkways, drive aisles, parking areas, landscape buffers, rights-of-way and utility easements without regard for setbacks and regulations which would prohibit such intrusions; and

WHEREAS, such placement at times may obstruct or interfere with the view of a driver of a motor vehicle or otherwise prevent a traveler on any street or driveway from obtaining a clear view of approaching vehicles; and

WHEREAS, such obstruction causes unnecessary risk of injury, death and damages to persons and property while within the City; and

WHEREAS, in order to protect the public health, safety and welfare, the City Council hereby finds and declares that donation collection bins should be permitted before placed on property in the City of La Porte.

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

**Section 1:** That Chapter 34, “Environment”, of the Code of Ordinances, La Porte, Texas is hereby amended by adding new Article VII, “Donation Collection Bins”, which shall hereafter read as follows:

**“Article VII. - Donation Collection Bins.**

**Sec. 34-350. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Charitable Organization* means any entity determined by the Federal Internal Revenue Service to be a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code which is established for any benevolent, philanthropic, humane, social welfare, public health, or other eleemosynary purpose, or for the benefit of law enforcement personnel, firefighters or other persons who protect the public safety.

*City* means the City of La Porte, Texas

*Director* means the City's Director of Planning and Development or his/her duly authorized representative.

*Donation Collection Bin* means any metal, plastic or wooden box, bin, container, trailer, accessory structure, or similar facility located outside of an enclosed building or in a parking lot or public place, provided by a person, organization, or collection center for the primary purpose of receiving or storing donated items including household goods and clothing, or other salvageable personal property. The definition of donation collection bin shall not include trailers with or without personnel to accept donations.

*Operator* means any charitable organization who owns, operates, manages or is otherwise in control of a donation collection bin located in the City and who is issued a donation collection bin permit.

*Recycling container* means any box, building, trailer or other receptacle that is intended for use as a collection point for the collection of recyclable material that will be subject to recycling by any person.

**Sec. 34-351. Donation collection bins prohibited without permit.**

(a) It shall be unlawful for any charitable organization to place or maintain, or allow to be placed or maintained, any donation collection bin within the City of La Porte, without having first secured from the City a permit and donation collection bin permit decal in compliance with the provisions of this Article.

(b) Any donation collection bin located within the jurisdiction of the City of La Porte that does not have a current, valid permit and display a permit decal shall be subject to impoundment by the City. Any donation collection bin impounded by the City shall be released to the donation collection bin owner or operator at such time as the owner or operator secures a permit, and remits payment of an impound fee of \$200.00, as well as a daily storage fee of \$20.00 for each day the donation collection bin is in City possession after impoundment. In such cases it shall be the responsibility of the owner or operator of the donation collection bin to arrange for the pick up and transportation of the impounded donation collection bin. Any donation collection bin left in impoundment more than ten (10) consecutive calendar days shall be considered by the City to be abandoned by the owner or operator of the donation collection bin.

(c) Notwithstanding any other provision of the Article, no provisions of this Article shall apply to recycling containers.

**Sec. 34-352. Authorizing or allowing unpermitted donation collection bins on real property prohibited.**

It shall be unlawful for any person that owns, leases or is entitled to possession of real property within the City of La Porte, to authorize or allow any donation collection bin to be placed on or remain on such real property if the operator of the donation collection bin has not been issued a permit from the City or if the donation collection bin does not display a valid permit decal in compliance with the provisions of this Article.

**Sec. 34-353. Application for Permit.**

(a) Applicants for permits under this Article shall file a written sworn application with the Planning and Development Department. The application shall include the written authorization from the property owner allowing the donation collection bin to be located on the property. The person receiving a permit to place or maintain a donation collection bin must be registered to operate in the State of Texas as a charitable organization.

(b) An applicant is limited to a maximum of two (2) permits for use in the city limits. The number of donation collection bins allowed for each property by a permit holder shall not exceed one (1).

(c) A separate permit and application shall be required for each container regardless of the ownership thereof. Permits issued under the provisions of this Article shall be valid only at the address stated in the permit.

(d) The property owner provides written authorization allowing the donation collection bin to be located on the property, on a form to be provided by the City. The written consent shall acknowledge that the city shall hold both the property owner and the charitable organization liable for violation of this Article.

(e) The annual permit fee for a donation container shall be \$150.00. All permits shall expire on December 31st of each calendar year, regardless of the date of issuance. The permit fee shall not be prorated for permits, regardless of purchase date.

(f) Any person denied a permit shall have the right to appeal such action. In such case, the procedure to appeal denial of issuance of a permit shall be the same for appeal of revocation of a permit, as established in Section 34-355 of this Article.

**Sec. 34-354. Donation Collection Bin standards and requirements.**

As a condition for the issuance of a permit and decal by the Planning and Development Department to allow a donation collection bin to be located on property in the City, the following standards and requirements for the use of a donation collection bin must be met:

1. The permit holder/operator shall be responsible to ensure that each donation collection bin is regularly emptied at least once every week and not permitted to overflow to the point where the contents are visible from the outside. The ground area immediately adjacent to the bin (within three feet of the bin on all sides) shall be kept free of donated clothing or other debris.

2. The visual and structural integrity of the donation collection bin must be maintained continuously. Donation collection bins shall not have structural damage, holes, or visible rust.

3. The placement of the donation collection bin shall not impede traffic nor visually impair any motor vehicle operation within a parking lot, driveway or street.
4. The donation collection bin shall not be located in a required building setback, buffer yard, access easement, drainage easement, floodplain, driveway, utility easement or fire lane.
5. A minimum of one (1) stacking or parking space per donation collection bin shall be required on-site.
6. Occupation of any parking spaces by the donation collection bin shall not reduce any required parking spaces for the principal use on a lot.
7. The permit holder placing or maintaining the donation collection bin shall display current contact information for the operator including street address and telephone number on the donation collection bin. This information must be legible and clearly visible to the public.
8. The current permit decal for the specific donation collection bin must be affixed and displayed at all times on the outside of the donation collection bin.
9. All signage shall comply with requirements established in Chapter 106, Article VII “Signs”, of this Code. For the purposes of on-premises signs, signage visible on the donation collection bin shall be considered an attached sign.
10. All donation materials must fit into and be placed inside the donation collection bin. The collection or storage of any materials outside the donation collection bin is prohibited.
11. The donation collection bin shall be located at least 500 feet away from any residential dwelling.
12. The maximum number of donation collection bins allowed for each property shall not exceed two (2).
13. The size of each donation collection bin shall not exceed four (4) cubic yards.
14. Each donation collection bin must have an attached sign that is conspicuously located on at least 2 sides, indicating that all donations must fit into and be placed inside the container, and that stacking of material outside of the donation collection bin is prohibited.
15. No donation collection bin shall be permitted in a residentially zoned district or within 150 feet of a residential zoning district unless the property on which the bin is situated is owned or leased by a governmental entity or non-profit organization.
16. All donation collection bins must be removed from the City, or stored indoors, at least forty-eight (48) hours before landfall of a hurricane.
17. No donation collection bin shall be placed or located on a vacant lot.
18. The permit holder must maintain general liability insurance for each donation container, at a minimum level of \$1,000,000.00, holding the city and property owner harmless.

**Sec. 34-355. Revocation of permit.**

(a) Grounds. Any permit issued hereunder shall be revoked by the Director of the Planning and Development Department if the permit holder is in violation of any of the provisions of this Article or has knowingly made a false material statement in the application or otherwise becomes disqualified for the issuance of a permit under the terms of this Article.

(b) Notice. Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service of such notice upon the permit holder or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

(c) Appeal; hearing. The permit holder shall have ten (10) calendar days from the date of such revocation in which to file notice with the Director of Planning and Development of their appeal. Upon receipt of a timely filed appeal, the Director of Planning and Development shall cause the appeal to be set for hearing before the La Porte City Council on a date no later than thirty (30) days after the notice of appeal is received. After holding a hearing on such revocation, the La Porte City Council shall either sustain the action of the Director of Planning and Development Department or issue an order reinstating the permit.

(d) In the event of the filing of an appeal from a revocation issued under the provisions of this Article, then until such appeal has been finalized, such revocation order shall be stayed.

(e) In the event a permit is revoked by City Council after an appeal hearing, the charitable organization placing or maintaining the donation collection bin shall remove such donation collection bin from the property not later than ten (10) days after such final decision. Any donation collection bin not removed after the ten (10) day deadline will be immediately impounded by the City, and will be subject to an impound fee of \$200.00, as well as a daily storage fee of \$20.00 for each day the donation collection bin is in City possession after impoundment. Any donation collection bin left in impoundment more than ten (10) consecutive calendar days shall be considered by the City to be abandoned by the owner or operator of the donation collection bin.

(f) In cases where the owner or operator of donation collection bin does not appeal a permit revocation or files an appeal after the deadline, the donation collection bin shall be immediately impounded, and will be subject to an impound fee of \$200.00, as well as a daily storage fee of \$20.00 for each day the donation collection bin is in City possession after impoundment. Any donation collection bin left in impoundment more than ten (10) consecutive calendar days shall be considered by the City to be abandoned by the owner or operator of the donation collection bin.

(g) In the event the permit of any person issued under the provisions of this Article shall be revoked by the Director of the Planning and Development Department, as provided herein, no second or additional permit shall be issued to such person within one year of the date such permit was revoked.

**Sec. 34-355. Transfer of permit prohibited.**

No permit issued under the provisions of this Article is transferable and the authority a permit confers shall be conferred only on the permit holder named therein.

**Sec. 34-356. Maintenance and Upkeep.**

The permit holder and the property owner shall be held jointly and severally liable and responsible for the maintenance, upkeep, and servicing of the donation collection bin and clean up and removal of any donations left on the property outside of the container. The City shall have the authority to abate nuisances and attach a lien on any property for abatement of any violations of this Article that is deemed a public nuisance under the procedures contained in Chapter 34, Article IV “Unsanitary, Unsightly Conditions on Private Premises”, of the Code of Ordinances, City of La Porte, Texas.

**Sec. 34-357. Existing donation drop boxes.**

(a) Operators of existing donation collection bin shall be given written notice that they have thirty (30) days to obtain a permit. If the operator does not apply for a permit, the operator and the property owner shall have thirty (30) days to remove the donation collection bin.

(b) If an operator cannot be reached, a letter will be mailed to the address on the donation collection bin, if available, and posted on the donation collection bin itself. The operator shall have thirty (30) days from the day the letter is mailed or posted on the box.

(c) If the city removes the donation collection bin, the property owner or the operator shall be billed the removal and storage costs, in accordance with Section 34-351 of this Article.

**Sec. 34-358. Penalties.**

Any person who violates any provisions of this article, upon conviction in the City’s municipal court, shall be guilty of a misdemeanor and subject to a fine not to exceed \$500. Each and every day such violation continues shall constitute a separate offense. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined in this article.

**Secs. 34-359---34-380. Reserved.”**

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

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

**Section 4.** Any person, as defined in Section 1.07 (27), Texas Penal Code, who shall violate any provision of the ordinance, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed FIVE HUNDRED DOLLARS (\$500.00).

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

**Section 6.** This Ordinance shall be effective on \_\_\_\_\_. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after passage of this ordinance.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF LA PORTE, TEXAS

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Assistant City Attorney

AUTHORIZATION BY PROPERTY OWNER FOR CHARITABLE ORGANIZATION TO PLACE CITY PERMITTED  
DONATION COLLECTION BIN ON PREMISES

I, \_\_\_\_\_, owner of or authorized agent for \_\_\_\_\_, which owns real property located at \_\_\_\_\_, in La Porte, Texas, (the "Property" herein) hereby give authorization to \_\_\_\_\_, a charitable organization, to place one (1) donation collection bin on the Property.

The foregoing authorization is valid only so long as \_\_\_\_\_ is in receipt of and holds a valid permit issued by the City of La Porte, Texas for the placement of a donation collection bin on the Property.

\_\_\_\_\_, owner of the Property, acknowledges that it is subject to the filing of criminal charges based on the violation of regulations promulgated under Chapter 34, Article VII of the Code of Ordinances of the City of La Porte, Texas for the permitting, placement, and condition of donation collection bins, and further acknowledges that each charge carries a maximum fine of \$500.

Furthermore, \_\_\_\_\_ acknowledges that the City of La Porte shall have the authority to abate nuisances associated with the display of a donation collection bin on the Property and that it may attach a lien on the Property for abatement of any violation that is deemed a public nuisance under the procedures contained in Chapter 34, Article IV "Unsanitary, Unsightly Conditions on Private Premises", of the Code of Ordinances, City of La Porte, Texas.

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

\_\_\_\_\_  
Date

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>1-23-17</u>
Requested By: <u>Kenith Adcox</u>
Department: <u>Police</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input checked="" type="checkbox"/>

<u>Budget</u>
Source of Funds: _____
Account Number: _____
Amount Budgeted: _____
Amount Requested: _____
Budgeted Item: YES <input type="checkbox"/> <u>NO</u> <input checked="" type="checkbox"/>

Exhibits: Ordinance

Exhibits: ICAC PowerPoint Presentation

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### SUMMARY & RECOMMENDATION

On January 25, 2010 City Council approved the addition of one Police Officer due to the assignment of a grant funded position in which a detective would be assigned to the Houston Area Internet Crimes Against Children (ICAC) task force.

The current incumbent of that position has submitted his retirement effective 2-28-17 after 37 years of distinguished service.

The Police Department does not intend to replace the detective assigned to ICAC, but will continue participating in the ICAC mission.

Due to increases in local demand for police services, the Police Department is asking City Council to consider allowing reassignment of the position to general patrol duties. The position is already fully funded in the 2016-2017 fiscal year budget, however, effective March 1, 2017 the City will no longer continue receiving reimbursement from the ICAC grant.

The Department has not received additional positions for patrol officers since November 8, 1999. At that time five (5) officers were added through COPS grant funding, and eventually absorbed into the City budget.

Since that time, the City of La Porte's population and demand for police services (i.e. generated calls for service) have significantly increased, justifying the need for additional police officers.

A more detailed explanation and justification is provided in the attached presentation.

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#### **Action Required by Council:**

Provide direction regarding reassignment of the detective position assigned to ICAC to the patrol division.

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#### **Approved for City Council Agenda**

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Corby D. Alexander

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Date

ORDINANCE NO. 3207

AN ORDINANCE AMENDING ORDINANCE NO. 1285, "AN ORDINANCE IMPLEMENTING POLICEMAN'S CIVIL SERVICE; ESTABLISHING CLASSIFICATIONS; NUMBER OF AUTHORIZED POSITIONS IN EACH CLASSIFICATION; ESTABLISHING PAY SCHEDULES"; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

**Section 1.** Section 3 of Ordinance 1285, as amended, is hereby amended and shall hereafter read as follows, to-wit:

"Section Three. There are hereby established the following number of authorized positions in each of the foregoing classifications, to-wit:

<u>Classification</u>	<u>Number of Authorized Positions</u>
Patrolmen	58
Sergeant	9
Lieutenant	5
Assistant Chief	2"

**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 Ordinance No. 1285 and any amendments thereto.

**Section 3.** If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, it is hereby declared to be the intention of the City of La Porte Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

**Section 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

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

**Section 5.** This Ordinance shall take effect upon its passage and approval, and it is so ordered.

PASSED AND APPROVED THIS THE 25<sup>th</sup> DAY OF JAN, 2010.

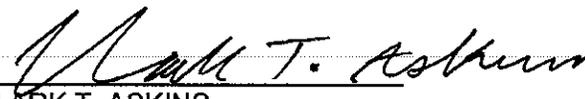
CITY OF LA PORTE

By:   
BARRY BEASLEY,  
Mayor

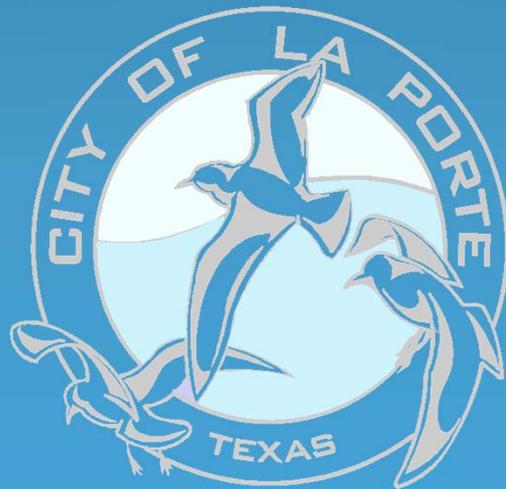
ATTEST:

By:   
MARTHA GILLETT,  
City Secretary

APPROVED:

By:   
CLARK T. ASKINS  
Assistant City Attorney

# Houston Metro Area- Internet Crimes Against Children Task Force



# ICAC History



- **The Internet Crimes Against Children (ICAC) Task Force Program** is a national network of 61 coordinated task forces, funded primarily through the U.S. Department of Justice. These groups are continually engaged in proactive and reactive investigations, as well as prosecutions of persons involved in child abuse and exploitation involving the internet.
- The Houston Area ICAC Task Force is administered by the Houston Police Department and funded through various Federal and Regional Grants.
- The Task Force is staffed mostly by HPD personnel, however, there are several investigators and prosecutors assigned full-time from other agencies. Agencies may, however, be a participating member of the ICAC, without providing full-time personnel to the Task Force.
- The La Porte Police Department has been a member of ICAC since its inception in 2010. Due to the LPPD having uniquely qualified individuals, we were also asked to provide a full-time investigator to the ICAC group. The investigator is assigned to work cases for the entire region (not just La Porte) and, as such, a majority of the investigator's salary is paid through the ICAC grant.
- City Council approved the initial ICAC request in August 2010, increasing the police department's authorized patrol officer strength by 1 in order to accommodate the new grant-funded position.

# ICAC History- cont.



- The police department has been participating AND assigning a full-time investigator to the Houston ICAC ever since. LPPD Detective David Huckabee is currently assigned to ICAC and has formally announced his intention to retire, after 37 years of distinguished service, effective February 28, 2017.
- LPPD does not have a replacement investigator uniquely qualified to take Det. Huckabee's place without having a direct negative impact on the La Porte Community.
- LPPD will continue to be a participating member of ICAC, but will no longer provide a full-time investigator to assist the Task Force with it's regional investigative responsibilities. The ICAC group will fill this grant-funded position with an investigator from a different agency, who will effectively take over Det. Huckabee's responsibilities.
- As the LPPD will no longer be assigning an officer to ICAC, the City of La Porte's Civil Service Ordinance will either need to be amended, reducing LPPD officer staffing by one, or the position can be reassigned to general department patrol duties, in which case no amendment will be necessary.
- As the Police Department has not had an increase to general patrol officer staffing in more than 17 years (since November 1999), it is recommended that the position be placed in general patrol to provide direct public safety services to the La Porte community. Note: Additional SRO's, a sergeant, a lieutenant, and the ICAC positions were added since 1999.



- Det. Huckabee's current cost, salary and benefits: \$104,437. (70% \$73,106 - 30% = \$31,331)
- Current cost for new officer (3.5 years of service), salary and benefits: \$80,100.
- Average annual workload/activities of an officer:
  - 1880 hours of community patrol
  - 1300 calls for service
  - 700 self-initiated contacts (i.e. traffic stops, suspicious subject checks, etc.)
  - 65 arrests
  - 300 citations

# 1999-2016 Comparison

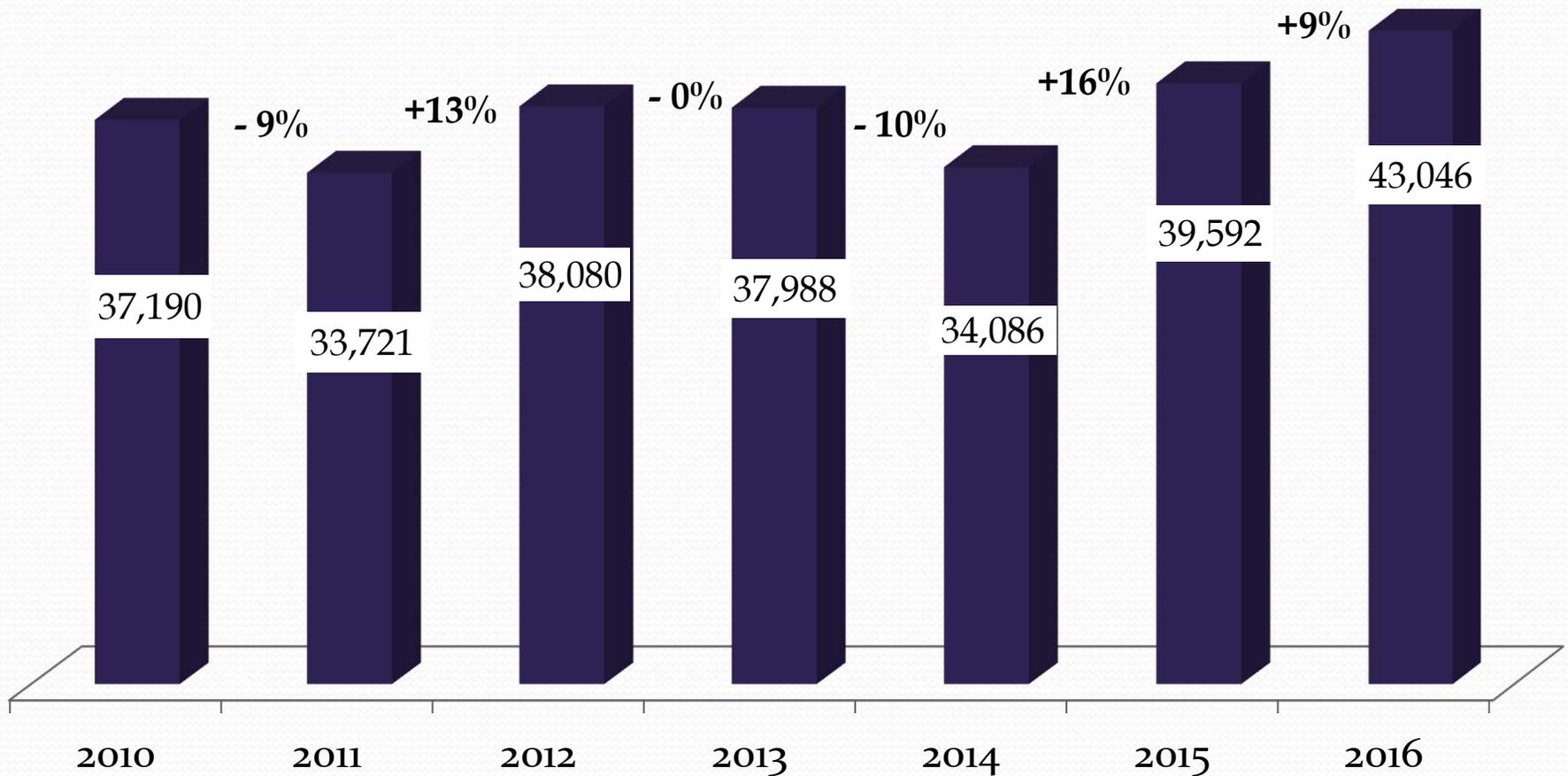


	1999	2016	Diff.
<b>Population</b>	<b>33,474</b>	<b>35,148</b>	<b>1674</b>
<b># of Officers total/ # of patrol officers</b>	<b>71</b>	<b>75</b>	<b>4*</b>
<b># of Officers per 1000 citizens FBI Average: 2.3 (2015)</b>	<b>2.1</b>	<b>2.1</b>	<b>0</b>
<b>Crimes/ Crime Rate</b>	<b>733/ 2.2</b>	<b>668/ 1.9</b>	<b>-65/ -0.3</b>

\* The four officer since 1999 increase includes 1 additional position for an SRO, a sergeant, a lieutenant, and the ICAC position in question. It is also important to note that, since 1999, the Department has actually increased school dedicated/funded SRO positions by 3 officers (not just 1), meaning the 2 additional SRO positions must have been pulled directly from patrol.

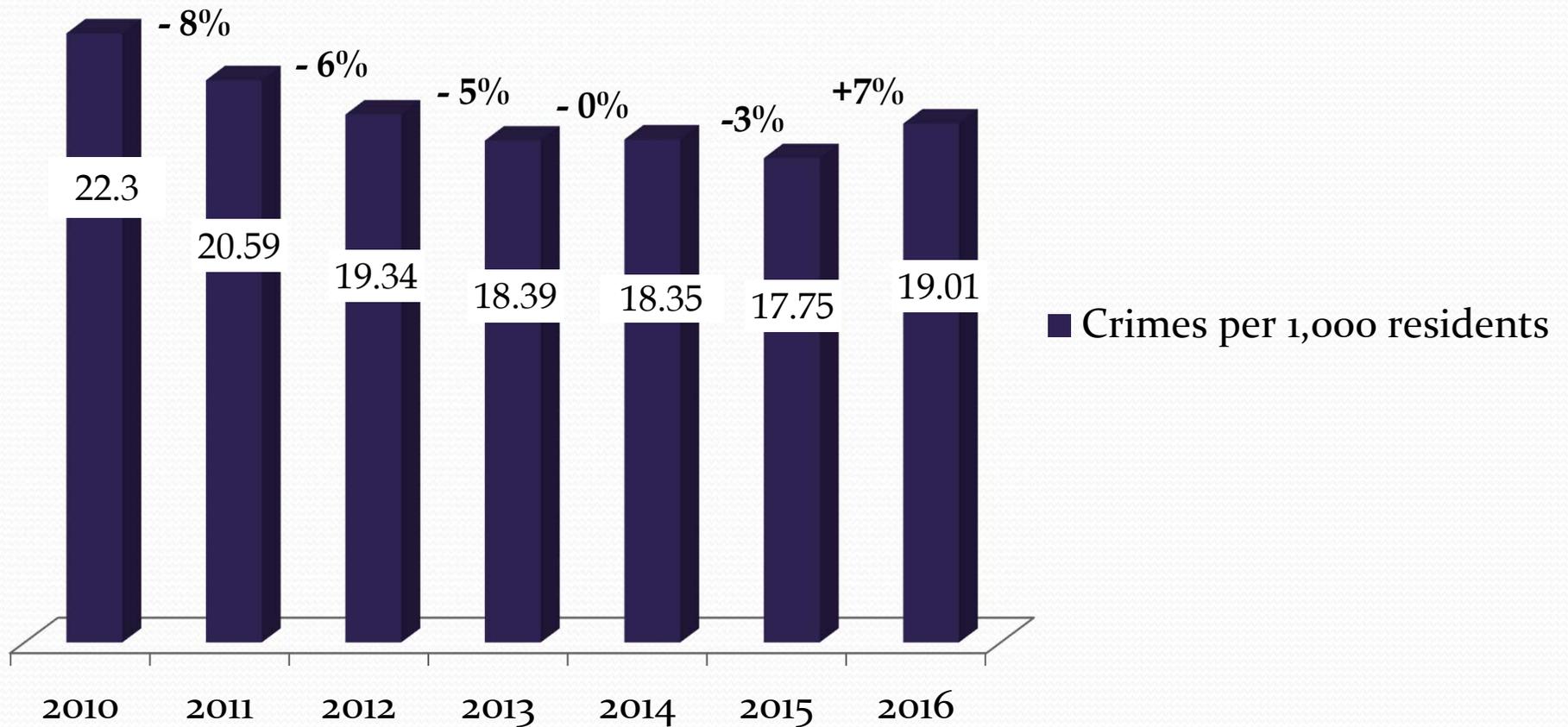


# Calls for Service Trend





# Crime Rate Trend





## **Council Agenda Item January 23, 2017**

### **8. ADMINISTRATIVE REPORTS**

- Zoning Board of Adjustment Meeting, Thursday, January 26, 2017
- City Council Meeting, Monday, February 13, 2017
- City Council Meeting, Monday, February 27, 2017
- Planning and Zoning Commission Meeting, Thursday, February 16, 2017
- Zoning Board of Adjustment Meeting, Thursday, February 23, 2017

**9. 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, J. Martin, K. Martin, Kaminski, Zemanek and Mayor Rigby.

### **10. ADJOURN**

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

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

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