

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
VACANT
Councilmember At Large B
DANNY EARP
Councilmember District 1



CHUCK ENGELKEN
Councilmember District 2
BILL BENTLEY
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Mayor Pro-Tem
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held November 12, 2018, 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 Rev. Dee Spears, Fairmont Park Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Bill Bentley.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition - The City of La Porte 2018 Achievement of Excellence in Procurement Award, GFOA Distinguished Budget Presentation Award, Certificate of Achievement for FY2017 Financial Report, and FY2017 Popular Financial Reporting Award - Mayor Rigby
 - (b) Recognition - 2018 City University Participants - Mayor Rigby
 - (c) Presentation - Memorial presentation to the Kaminski Family - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)
6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding minutes of the meeting held October 22, 2018 - P. Fogarty
 - (b) Consider approval or other action regarding proposed amendments to the development agreement with Liberty Property Trust, to allow for additional land uses within reserves E1 and E2 of the Port Crossing Commerce Center - I. Clowes
 - (c) Consider approval or other action to roll over requested encumbrances from City of La Porte Fiscal Year 2018 budget to City of La Porte Fiscal Year 2019 - M. Dolby
 - (d) Consider approval or other action to purchase fleet equipment from CAP Fleet Outfitters under Texas Buy Board Contract 524-17 - R. Parker
 - (e) Consider approval or other action accepting the Fiscal Year 2018 audit/asset forfeiture report and associated financial records for the City of La Porte Police Department as required by Chapter 59 of the Texas Code of Criminal Procedure - R. Parker
7. **AUTHORIZATIONS**
 - (a) Consider approval or other action regarding an ordinance authorizing an early penalty on delinquent tangible personal property taxes for tax year 2018 and subsequent years, as provided by Section 33.11 of the Texas Tax Code, in the amount of 20 percent of the delinquent tax - M. Dolby

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding appointing councilmember to fill vacancy on the Fiscal Affairs Committee - P. Fogarty
- (b) Discussion and possible action regarding Eagle Scout Project regarding flags - Mayor Rigby
- (c) Discussion and possible action regarding award of RFP for stop loss insurance, in connection with city health plan - M. Hartleib

9. REPORTS

- (a) Receive report of the Drainage and Flooding Committee Meeting - Councilmember Jay Martin

10. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, November 15, 2018
- Thanksgiving Holidays, Thursday, November 22, 2018 and Friday, November 23, 2018
- Fiscal Affairs Committee Meeting, Monday, December 10, 2018
- City Council Meeting, Monday, December 10, 2018
- Planning and Zoning Commission Meeting, Thursday, December 20, 2018
- Christmas Holiday, Monday, December 24, 2018 and Tuesday, December 25, 2018

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

12. ADJOURN

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

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

CERTIFICATION

I certify that a copy of the November 12, 2018 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on November 6, 2018.

Patrice Fogarty



**Council Agenda Item
November 12, 2018**

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 - (b) Recognition - 2018 City University Participants - Mayor Rigby
 - (c) Presentation - Memorial presentation to the Kaminski Family - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Achievement in Excellence in Procurement Award

The Purchasing division has received the 2018 Achievement of Excellence in Procurement Award from the National Procurement Institute. This award is earned by organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The City of La Porte is one of only 50 agencies in Texas and one of only 68 Cities in the United State to receive this award. The city has received the award for five consecutive years.

Distinguished Budget Presentation Award

The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that the City of La Porte, Texas has received the GFOA's Distinguished Budget Presentation Award for its annual budget for the fiscal year beginning October 1, 2017.

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

There are over 1,600 participants in the awards program. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America. The City of La Porte has received this award since 1990.

The Government Finance Officers Association is a major professional association serving approximately 19,000 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting. This is the twenty-eighth (28th) consecutive year that the city has received this prestigious award.

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

Request Photo and Press Release

COMPREHENSIVE ANNUAL FINANCIAL REPORT CERTIFICATION

The Certificate of Achievement for excellence in Financial Reporting has been awarded to the City of La Porte by the Government Finance Officers Association of the United States and Canada (GFOA) for its annual comprehensive annual financial report (CAFR) for the fiscal year 2017. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management. The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive “spirit of full disclosure” to clearly communicate its financial story and motivate potential users and user groups to read the CAFR. The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, Illinois and Washington, DC. The City of La Porte has received this prestigious award for thirty-seven consecutive years.

POPULAR ANNUAL FINANCIAL REPORT

The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to the City of La Porte for its Popular Annual Financial Report for the fiscal year ended September 30, 2017. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports.

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

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

City University Participant Recognition

In September 2018, the City began its fourth City University class. Nine citizens signed up for the class and met every Thursday for ten weeks so that they could learn what it's like to keep a City of approximately 35,000 running smoothly on a daily basis. This unique opportunity gave participants hands on interaction with key City Staff, tours of City facilities, a closer look at the services the City provides, and a chance to ask questions about operations. The class of 2018 provided the City with citizen input and has shown our employees that we have great leaders who can help influence the direction the City takes in the future by serving on boards and commissions. We congratulate all of you for completing the course and look forward to working with you in the future.

At this time I would like to recognize the following City University graduates:

Katie Coones
Norma Elliott
Virginia Hollis
Aloisia Jones
Shirley Larkey
Christina Longoria
Brandon Lunsford
Donna O'Conner
JoAnn Pitzer

**Presentation to be
made at the meeting.**



Council Agenda Item November 12, 2018

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.)*
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 - (e) Consider approval or other action accepting the Fiscal Year 2018 audit/asset forfeiture report and associated financial records for the City of La Porte Police Department as required by Chapter 59 of the Texas Code of Criminal Procedure - R. Parker

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
OCTOBER 22, 2018**

The City Council of the City of La Porte met in a regular meeting on **Monday, October 22, 2018**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. All members of Council were present: Councilmembers Ojeda, Zemanek, J. Martin, K. Martin, Bentley, Engelken, and Earp. Staff present: City Secretary Patrice Fogarty, City Manager Corby Alexander, Assistant City Manager Jason Weeks, and Assistant City Attorney Clark Askins.

2. **INVOCATION** –The invocation was given by Assistant City Attorney, Clark Askins.

3. **PLEDGE OF ALLEGIANCE** – The pledge of allegiance was led by Councilmember John Zemanek.

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

(a) Recognition – Employees of the 3rd Quarter 2018 – Officers Joshua Willhoite, Barrence Rodgers and Sergio Torre – City of La Porte Police Department – Mayor Rigby

Mayor Rigby recognized Officers Joshua Willhoite, Barrence Rodgers, and Sergio Torre as Employees of the 3rd Quarter 2018.

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

Chuck Rosa, 812 S. Virginia St., addressed Council regarding merit raises and stating the City needs a pay scale for each job.

Jo Ann Pitzer, 10011 Carlow Lane, addressed Council regarding the fence on the south side of Spencer. She is hoping Council will consider putting the south side fence on Myrtle Creek to Valley Brook because there is no opposition by property owners in this section.

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

(a) Consider approval or other action regarding minutes of the meeting held on October 8, 2018 – P. Fogarty

(b) Consider approval or other action regarding a Resolution confirming the appointment of Ron Parker as the department head and chief of police of the La Porte Police Department commencing October 8, 2018– P. Fogarty

- (c) Consider approval or other action to purchase Neptune meters and parts from Core and Main of Houston, as sole source provider – M. Dolby
- (d) Consider approval or other action authorizing the purchase of Fiscal Year 2018-2019 Vehicle Replacements under HGAC contract number AM10-18 and Texas BuyBoard contract numbers 515-16 and 529-17 – R. Mayo
- (e) Consider approval or other action authorizing the purchase in the amount of \$73,725.00 for three (3) uSmart 3200T NexGen Ultrasound Tablet System devices from Terason, Division of Teratech Corporation, as sole source provider, in the amount of \$73,725.00 – R. Nolen
- (f) Consider approval or other action authorizing the City Manager to execute a contract with Public Management, Inc., for Grant Administration Services and overall management of CDBG and HMGP funding, with a total authorization of \$245,030.00 – L. Wingate
- (g) Consider approval or other action regarding a Resolution approving a local commitment of \$125,000.00 to supplement the City's allocation of \$325,775.30 provided by the Texas General Land Office for the 2015 Floods and Storms (DR-4223 and DR-4245) Community Development Block Grant Disaster Recovery Program for the Northside Neighborhood Drainage Improvement Project – L. Wingate
- (h) Consider approval or other action regarding a Resolution adopting updated City of La Porte, Texas Investment Policy – S. Wolny

Councilmember Earp had questions on consent Items F, G, and H. City Engineer Lorenzo Wingate and Finance Director Dolby answered the questions.

Councilmember Bentley had question on consent Item E. EMS Chief Ray Nolen responded.

Councilmember Engelken made a motion to approve Consent Agenda items pursuant to staff recommendations. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.**

7. PUBLIC HEARING AND ASSOCIATED ORDINANCES

(a) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to deny an amendment to the City's Future Land Use Map Component of the Comprehensive Plan for a 1.0 acre tract of land located at 10410 N. L St., and legally described as Tract 441C, La Porte Outlots Subdivision, by changing from "Large Lot Residential" to "Low Density Residential"; consider approval or other action regarding an Ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan for a 1.0 acre tract of land located at 10410 N. L St., and legally described as Tract 441C, La Porte Outlots Subdivision, by changing from "Large Lot Residential" to "Low Density Residential" – I. Clowes

The public hearing opened at 6:19 p.m. City Planner Ian Clowes presented a combined summary for Items A&B.

Jeff Feller, spoke in favor of an amendment to the City's Future Land Use Map Component of the Comprehensive Plan for a 1.0 acre tract of land located at 10410 N. L St.

After no further public comments, the public hearing was closed at 6:36 p.m.

Councilmember Earp made a motion to uphold the recommendation by the Planning and Zoning Commission and deny an amendment to the City's Future Land Use Map Component of the Comprehensive Plan and to reimburse the applicants for expenses not to exceed \$8,500. Councilmember K. Martin seconded. **MOTION PASSED 5/3.**

Ayes: Councilmembers K. Martin, Zemanek, Earp, Ojeda and Engelken
Nays: Mayor Rigby, Councilmembers Bentley and J. Martin
Absent: None

(b) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to deny zone change request #18-92000009, for a change from Large Lot Residential (LLD) to Low Density Residential (R-1) for a 1.0 acre tract of land located at 10410 N. L St., legally described as Tract 441C, La Porte Outlots Subdivision ; consider approval or other action regarding an Ordinance amending Chapter 106 “Zoning” of the Code of Ordinances by changing the zoning classification of a 1.0 acre tract of land located at 10410 N. L. St., legally described as Tract 441C, La Porte Outlots Subdivision, from Large Lot Residential (LLD) to Low Density Residential (R-1) – I. Clowes

The public hearing opened at 6:39 p.m.

There being no public comments, the public hearing was closed at 6:39 p.m.

Councilmember Earp made a motion to uphold the recommendation by the Planning and Zoning Commission and deny zone change request #18-92000009. Councilmember K. Martin seconded.
MOTION PASSED 5/3.

Ayes: Councilmembers K. Martin, Zemanek, Earp, Ojeda and Engelken
Nays: Mayor Rigby, Councilmembers Bentley and J. Martin
Absent: None

(c) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to deny Special Conditional Use Permit #18-9191000012 to allow for a commercial and industrial machinery and equipment rental and leasing use in the Planned Unit Development (PUD) Zoning District, on a 7.0 acre tract of land located on the south side of Spencer Hwy., east of S. 25th St., and legally described as +/- 7 Acres out of 133.93 Acre Tract in the R Pearsall Survey A-265; consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning,” by granting Special Conditional Use Permit #18-91000012 to allow for a commercial and industrial machinery and equipment rental and leasing use in the Planned Unit Development (PUD) Zoning District, on a 7.0 acre tract of land located on the south side of Spencer Hwy., east of S. 25th St., and legally described as +/- 7 Acres out of 133.93 Acre Tract in the R Pearsall Survey A-265, in the Planned Unit Development (PUD) Zoning District – I. Clowes

The public hearing opened at 6:40 p.m. City Planner Ian Clowes presented a summary.

Larry Wiedemann, Vice President of Human Resources Manager for Atlas Copco Rental, provided background information of Atlas Copco Rental. The applicant is seeking approval of City Council to build a new North American Headquarters in the City of La Porte.

Rick Kight, representing PPG site property owner ODIA Fairmont LLC., where Atlas Copco Rentals hopes to build, spoke in favor of the SCUP.

There being no further public comments, the public hearing was closed at 6:56 p.m.

Councilmember Ojeda made a motion to uphold the Planning & Zoning Commissions' denial of the SCUP. Councilmember K. Martin seconded. **MOTION FAILED 3/5.**

Ayes: Councilmembers Ojeda, K. Martin and J. Martin
Nays: Mayor Rigby, Councilmembers Zemanek, Earp, Bentley, and Engelken
Absent: None

Councilmember Earp made a motion to approve Special Conditional Use Permit Request #18-91000012. Councilmember Bentley seconded. **MOTION FAILED 5/3.**

Ayes: Mayor Rigby, Councilmembers Zemanek, Earp, Bentley, and Engelken
Nays: Councilmembers Ojeda, K. Martin and J. Martin
Absent: None

(For Council to overturn the Planning & Zoning Commission's negative recommendation to deny the SCUP, it required a super majority vote, which, in this case, was 6 votes. At this time La Porte City Council is a body of eight members due to the vacancy on the council. And because there were only 5 votes in favor of overturning the P&Z's negative recommendation, the motion failed.)

(d) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to approve Special Conditional Use Permit #18-91000013 to allow for a Hotel/Motel use in the General Commercial (GC) Zoning District, on a 3.77 acre tract of land located at 1328 SH 146 South, and legally described as Reserve B, Block 1, M&K Development Amend; consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning," by granting Special Conditional Use Permit #18-91000013, to allow for the development of a Hotel/Motel use in the General Commercial (GC) Zoning District, on a 3.77 acre tract of land located at 1328 SH 146 South, and legally described as Reserve B, Block 1, M&K Development Amend – I. Clowes

The public hearing opened at 7:01 p.m. City Planner Ian Clowes presented a summary. Councilmember Bentley left the table at 7:02 p.m. and returned at 7:04 p.m.

Zohel Manesia, the applicant, spoke seeking Council's approval of building a Staybridge Hotel.

There being no further public comments the public hearing was closed at 7:14 p.m.

Councilmember Ojeda made a motion to accept the recommendation by the Planning and Zoning Commission and approve Special Conditional Use Permit #18-91000013. Councilmember Bentley seconded. **MOTION PASSED 7/1.**

Ayes: Councilmembers J. Martin, K. Martin, Bentley, Zemanek, Earp, Ojeda and Engelken
Nays: Mayor Rigby
Absent: None

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3727 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, CHAPER 106, MORE COMMONLY REFERRED TO AS THE ZONING ORDINANCE OF THE CITY OF LA PORTE, BY GRANTING SPECIAL CONDITIONAL USE PERMIT NO. 18-91000013, TO ALLOW FOR A HOTEL (EXCEPT CASINO HOTELS) AND MOTEL UE IN A GENERAL COMMERCIAL (GC) ZONING DISTRICT, ON A 3.77 ACRE TRACT OF LAND AND BEING LEGALLY DESCRIBED AS RESERVE B, BLOCK 1 M&K DEVELOPMENT AMEND, LA PORTE, HARRIS COUNTY, TEXAS; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

(e) Public hearing to receive comments regarding a request by Burger Libre, LLC, for a variance to Section 6-2 of the Code of Ordinances of the City of La Porte, to allow the sale of alcoholic beverages for on-premise consumption at Burger Libre, located at 9709 Spencer Hwy., within 300 feet of a public school; consider approval or other action regarding an Ordinance authorizing a variance to Section 6-2 of the Code of Ordinances of the City of La Porte, by allowing the sale of alcoholic beverages for on-premise consumption at Burger Libre, located at 9709 Spencer Hwy., within 300 feet of a public school – I. Clowes

The public hearing opened at 7:16 p.m. City Planner Ian Clowes presented a summary.

There being no public comments the public hearing was closed at 7:20 p.m.

Councilmember Engelken made a motion to approve an Ordinance authorizing a variance to Section 6-2 of the Code of Ordinances of the City of La Porte by allowing the sale of alcoholic beverages for on-premise consumption at Burger Libre, located at 9709 Spencer Hwy. Councilmember Zemanek seconded. **MOTION PASSED 6/2.**

Ayes:	Mayor Rigby, Councilmembers K. Martin, Bentley, Zemanek, Ojeda and Engelken
Nays:	Councilmembers Earp and J. Martin
Absent:	None

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3728 AN ORDINANCE WAIVING THE REQUIREMENTS OF SECTION 6-2 OF THE LA PORTE CODE OF ORDINANCES AND AUTHORIZING THE SALE OF ALCOHOLIC BEVERAGES FOR BURGER LIBRE, LLC D/B/A BURGER LIBRE, LOCATED AT 9709 SPENCER HWY., FOR ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THREE-HUNDRED FEET OF JAMES H. BAKER 6TH GRADE CAMPUS, A PUBLIC SCHOOL; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

8. DISCUSSION AND POSSIBLE ACTION

(a) Discussion and possible action regarding appointment of two Councilmembers to a Fitness Center Committee to study and make recommendations regarding renovations of the current fitness center and/or a new fitness center – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Councilmember Ojeda made a motion to nominate Councilmembers Zemanek and J. Martin for the committee. Councilmember Earp seconded. **MOTION PASSED UNANIMOUSLY 8/0.**

(b) Discussion and possible action regarding City permitting process – Councilmember Ojeda, Councilmember J. Martin, Councilmember Bentley

Councilmember Ojeda presented a summary and discussion followed regarding the City's permitting process and keeping up with violators who are building without a permit. Staff needs to be more proactive rather than reactive. Councilmember Ojeda cited a location in particular that continues to work without a permit, and that the amount of work is appalling as to what's been done without a permit.

There was no action taken on this item. Staff will begin working immediately on these issues.

(c) Discussion and possible action regarding City sponsorships – Councilmember Ojeda, Councilmember Zemanek, Councilmember K. Martin

Councilmember Ojeda presented a summary. She stated that she is not clear on where funds come from when the City is sponsoring an event, and feels that an application process would serve

the City well from now on. Several other councilmembers agreed that an application process would be a good idea.

Mayor Rigby gave an example how sponsoring the Houston Yacht Club sailing event benefits the City because competitors from all over the world stay in La Porte hotels putting “heads in beds.” He stated Council has given the City Manager the approval for spending up to \$50,000 without Council approval; however, if a process needs to be put in place, an application process would be okay for Council’s approval.

9. ADMINISTRATIVE REPORTS

City Manager Corby Alexander thanked Council for confirming the appointment of new Police Chief Ron Parker, and he also introduced new Planning Director Teresa Evans.

10. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers Engelken, Earp, Ojeda, J. Martin, K. Martin, Zemanek, Bentley and Mayor Rigby.

Councilmember Zemanek recognized all three officers, Joshua Willhoite, Barrence Rodgers and Sergio Torre, and stated he felt proud of folks who jumped in to take care of business; he attended the presentation of the Dottie Bowl on Saturday, and is very proud of the Texans and Cowboys organizations for recognizing Dottie Kaminski.

Councilmember Bentley congratulated newly appointed Police Chief Parker for his dedication to the city; attended Wednesday’s Habitat for Humanity house project. He complimented staff for their dedication on working together to get things done and is very proud of staff.

Councilmember Engelken welcomed Teresa Evans to the City; and congratulated Chief Ron Parker and the three officers who received the Employee of the Quarter awards; he mentioned the thank you note council received from the family who tragically lost a family member; they reached out to the city thanking our first responders’ for their hard efforts; and the technology EMS received tonight will put us on a higher level than everyone else.

Councilmember Earp congratulated Chief Ron Parker and welcomed new Planning Director Teresa Evans; also congratulated all three officers. As far as Habitat for Humanity, he was sorry he was unable to attend.

Councilmember Ojeda mentioned how she loves how they are naming the football game between the Texans and the Cowboys the Dottie Bowl, but was saddened all weren’t invited to attend. Congratulated Parks and Rec’s Halloween Campout event, stating it was phenomenal. After walking from tent to tent talking to families, she enjoyed hearing how visitors from surrounding cities like to attend La Porte Parks and Rec events because their cities don’t offer these types of events. Also, she stated she enjoyed looking at pictures of staff helping out for Habitat for Humanity work day; and welcomed Teresa Evans. Lastly, she thanked PD for working on the hot spot.

Councilmember J. Martin congratulated Ron Parker and welcomed Teresa Evans and looks forward to working with them. He thanked all three officers for their sacrifice and willingness to put someone else in front of their own needs and safety. He also has family who attends the Halloween campout, and he thought it was fantastic; he attended the grand opening of MRC Global, who donated \$75,000 to the Education Foundation, which was incredible; and wants to thank staff and the Economic Development Corporation for making that happen.

Councilmember K. Martin congratulated all three officers for getting Employee of the Third Quarter and congratulated Ron Parker stated it is well deserved. She also welcomed Teresa Evans. She mentioned the Dottie Bowl was amazing; Dottie would have been proud looking forward to seeing how this develops in years to come.

Mayor Rigby congratulated all three officers for getting Employee of the Third Quarter and congratulated Chief Parker; he also welcomed Teresa Evans and is looking forward to working with her. He mentioned that this past Monday, he met with an Eagle Scout Candidate who is working on a project and wants to be involved with the City of La Porte. He sent the Mayor his proposal which will be forwarded to City Manager to be placed on the next Council agenda. He said it is regarding a place where people can drop off torn/tattered United States flags. Mayor Rigby also attended the MRC Global grand opening; it is an impressive facility; it was mentioned that they have \$137 million worth of inventory. He welcomed them to the city and is looking forward to a long lasting relationship.

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

Patrice Fogarty, City Secretary

Passed and approved on November 12, 2018.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 12, 2018</u>
Requested By: <u>Ian Clowes, City Planner</u>
Department: <u>Planning and Development</u>
Report: <u> X </u> Resolution: <u> </u> Ordinance: <u> </u>

<u>Appropriations</u>	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<u>N/A</u>

- Exhibits:**
- Proposed Amendments**
 - P&Z Recommendation Letter**
 - Port Crossing Development Agreement**
 - Site Plan**

SUMMARY & RECOMMENDATION

The Port Crossing development is located on approximately 300 acres fronting the west side of Highway 146 and is bisected by Wharton Weems Blvd. This development is located in and participates in the City’s Tax Increment Re-investment Zone. As such, there is a development agreement in place with the owner/developer, Liberty Property Trust. Exhibit B of the Development Agreement is a general plan identifying the individual parcels and the underlying zoning designation for each. Exhibit C of the Development Agreement specifies what land uses are and are not permitted within each underlying zoning district.

Liberty Property Trust, in their continual efforts to market the development, has identified a purchaser for Reserves E1 and E2. The potential buyer, Core Trucking, would like to bring their truck transportation business to the site. They would be relocating from their current lease site located at 501 S. 16th. The new site would allow for future expansion of their growing business. The new location would also allow for direct access to HWY 146 via Wharton Weems Blvd., keeping Core Trucking trucks off of Fairmont, where they currently gain access to 146.

Reserves E1 and E2 have zoning designations of Business Industrial (BI) for reserve E1 and General Commercial (GC) for reserve E2. According to Exhibit C of the Development Agreement, Core Trucking is not currently a permitted use within the BI or GC zoning districts. Core Trucking’s operations would fall under three potential NAICS codes, 484110, 484121, and 484122, all of which deal directly with General Freight Trucking. In order to permit the proposed use on reserves E1 and E2, Liberty Property Trust has proposed an amendment that would permit the above listed NAICS codes, as additional permitted uses on the specified reserves. Below is the proposed language to be added to Exhibit C – Allowed land uses:

"In addition to the foregoing, the following uses are permitted within Reserves E1 and E2 as shown on the Port Crossing General Plan attached as Exhibit B:

Uses permitted under North American Industry Classification System (NAICS) use codes 484110, 484121 and 484122 (and any functionally equivalent uses upon any modification of or replacement of the NAICS system."

At their October 11, 2018 Special Meeting, the Planning and Zoning Commission were presented this proposal by the developer in order to receive feedback prior to moving forward. The Planning and Zoning Commission voted 7-0 to recommend approval of the proposed amendment with the condition that language be added requiring specific screening along 146 to mitigate any potential view of trucks within the Core Trucking site. The requested language has been added to the final draft version of the amendment.

Action Required by Council:

Consider approval or other action regarding amendments to the Port Crossing Development permitting additional land uses on reserves E1 and E2.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

EXHIBIT C

Land Use Exceptions¹

In reserves where the General Plan indicates “GC” uses, all uses permitted in the City of La Porte Zoning Ordinance Use Chart effective on September 11, 2006, under GC indicated with a “P”) are permitted here with the exception of:

Building Construction – General Contractors and Special Trade Contractors (152-161, 171-179)
Automotive Repair Services (751-754)
Outdoor Sales as a Primary or Accessory Use
Outdoor Storage as a Primary or Accessory Use
Residential Uses

In reserves where the General Plan indicates “BI” uses, all uses permitted in the City of La Porte Zoning Ordinance Use Chart effective on September 11, 2006, under BI (indicated with a “P”) are permitted here with the exception of:

Building Construction – General Contractors and Special Trade Contractors (152-161, 171-179)
Automotive Repair Services (751-754)
Outdoor Sales as a Primary or Accessory Use
Outdoor Storage as a Primary or Accessory Use, including any storage of Shipping Containers, unless:

A) The owner, lessee or other entity in legal control of the property complies with the following requirements:

- 1) The area used for Outdoor Storage is situated east of Powell Road and west of the drainage corridor.
- 2) The area used for Outdoor Storage is surrounded on all sides by screen fencing no less than eight (8) feet in height at any point.
- 3) A landscaping buffer is installed adjacent to and along all portions of the exterior side of the screen fencing, unless both the Owner-Developer and the City agree in writing that any portion of the landscaping can be omitted for practical purposes.
- 4) Height of any Outdoor Storage item does not exceed the height of the screen fencing.
- 5) No Outdoor Storage items consist of hazardous materials, including hazardous chemicals.
- 6) Surface used for Outdoor Storage is constructed of concrete.

¹ Attached to and incorporated into this exhibit is the use chart for the City of La Porte Zoning Ordinance as of September 11, 2006. To the extent that the zoning ordinance for the City of La Porte has been or is amended, after the date Special Conditional Use Permit #SCU06-006 was first adopted, to modify, eliminate or replace the permitted uses or the districts described in this exhibit, this exhibit controls unaffected by any change.

B) Additionally, as a prerequisite to the continued allowance for Outdoor Storage contained in subparagraph "A" above for eligible tracts, Owner-Developer (as that term is defined in the Development Agreement) must:

1) Commence construction of two buildings fronting State Hwy 146, within twenty-four (24) months of March 27, 2017.

2) Commence construction of all buildings proposed along State Hwy 146, within thirty-six (36) months of March 27, 2017.

3) Should Owner-Developer fail to construct any building fronting State Hwy 146 in the prescribe timeline, a masonry fence shall be installed by Owner-Developer, or its successor, to provide additional screening along the eastern boundary of the BI portion of the Tract .

General Contractors, Heavy Construction (161, 162, 1541)

Off Premises Signs

In addition to the foregoing, the following uses are permitted within Reserves E1 and E2 as shown on the Port Crossing General Plan attached as Exhibit B:

Uses permitted under North American Industry Classification System (NAICS) use codes 484110, 484121 and 484122 (and any functionally equivalent uses upon any modification of or replacement of the NAICS system.

In addition, a screening fence along with landscaping will be required along the full length of eastern and northern portions of the property (not occupied by buildings) in order to screen any and all parking/storage areas from view of SH 146.

- Fencing must be a minimum 8' tall, cyclone fence with slats inserted to increase opacity.
- Landscaping shall consist of a combination of trees and shrubs and must reach a minimum height of 15' within 4 years of planting.

In reserves where the General Plan indicates "LI" uses, all uses permitted in the City of La Porte Zoning Ordinance Use Chart effective on September 11, 2006, under LI (indicated with a "P") are permitted here with the exception of:

Building Construction – General Contractors and Special Trade Contractors (152-161, 171-179)

Automotive Repair Services (751-754)

Outdoor Sales as a Primary or Accessory Use

Outdoor Storage as a Primary or Accessory Use, including any storage of Shipping Containers

General Contractors, Heavy Construction (161, 162, 1541)

Manufacturing of Chemicals and Allied Products (282-285)

Off Premises Signs

An additional permitted use shall be SIC Manual Major Group 30 (Rubber and Misc. Plastics Products)

In Reserve "A4" labeled "Rail Yard" on the General Plan, all uses permitted in the City of La Porte Zoning Ordinance Use Chart effective on September 11, 2006, under LI (indicated with a "P" are permitted here with the exception of:

Building Construction – General Contractors and Special Trade Contractors (152-161, 171-179)

Automotive Repair Services (751-754)

Outdoor Sales as a Primary or Accessory Use

Outdoor Storage as a Primary or Accessory Use, including any storage of Shipping Containers

General Contractors, Heavy Construction (161, 162, 1541)

Manufacturing of Chemicals and Allied Products (282-285)

Off Premises Signs

An additional permitted use shall be SIC Manual Major Group 30 (Rubber and Misc. Plastics Products)

Additional permitted uses are certain HI uses permitted in the City of La Porte Zoning Ordinance associated with rail services such as:

A rail yard with a maximum of 22 rail lines is permitted;

Rail service to and distribution from warehouses proposed;

Rail service to light manufacturing not otherwise exempted herein.



October 12, 2018

Honorable Mayor Rigby and City Council
City of La Porte

RE: Port Crossing Development Agreement Amendment

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a special meeting on October 11, 2018 to discuss a proposed amendment to the Port Crossing Development Agreement. The proposed amendment, would permit additional land uses for reserves E1 and E2.

The Commission voted 7-0 to recommend approval of the proposed amendment as presented, with the addition of screening requirements for the proposed development to be located on reserves E1 and E2.

Respectfully submitted

Ian Clowes, City Planner
On behalf of the Planning and Zoning Commission

AMENDED DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into between Port Crossing Land, LP; a Texas limited partnership ("Owner-Developer"); their Successors and Assigns, including the "Other Owners" (hereafter defined) and the CITY OF LA PORTE, TEXAS, a Texas Municipal Corporation ("City") on the 24th day of August, 2015.

Recitals

This agreement amends the previous version of this agreement approved by the City Council on September 11, 2006.

Owner-Developer is developing an approximately 300-acre tract in the City of La Porte, as the Port Crossing, which is referred to as the Tract and defined hereinafter in Article I. Owner-Developer and the Other Owners are developing the Tract, presently zoned PUD, for retail, commercial, and business park with some industrial uses. Owner-Developer and the Other Owners shall construct municipal utilities, including streets, a water distribution system, wastewater collection system, and the storm drainage/detention system that will connect with the existing City of La Porte and other regional systems in accordance with development regulations and policies of the City, Harris County, and Harris County Flood Control District.

Powell Road Logistics, L.P. ("Powell Road Logistics"), a Texas limited partnership, National Property Holdings, L.P., a Texas limited partnership, Del Piso Investments, LLLP, a Arizona limited liability partnership and FLPCW, LP, a Texas limited partnership, (collectively, the "Other Owners"), the owners of certain tracts of land also containing a total of approximately 63 acres out of the Tract are joining in this Agreement for the purpose of confirming their agreement to develop their respective portions of the Tract pursuant to the provisions of this Agreement.

The City has required, and Owner-Developer and the Other Owners have agreed, that the Tract will be developed in accordance with the General Plan approved by the City (as defined below and attached hereto).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Owner-Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context indicates otherwise, the following words as used in this Contract shall have the following meanings:

City means the City of La Porte, Texas.

General Plan means the plan for the physical development and use of the Tract as defined herein and approved by the City on 24TH day of Aug., 2015, and as it may be amended from time to time..

Owner-Developer means *Port Crossing Land, LP* or *their* assigns or succeeding developers (or their designated agent or agents).

Tract means the approximately 300 acres of land to be developed by Owner-Developer as described in Exhibit A.

1.2 Exhibits. The following exhibits attached to this Contract are a part of the Contract as though fully incorporated herein:

Exhibit A - Special Conditional Use Permit #15-91000004 (“SCUP”), as it may amended from time to time.

Exhibit B - General Plan

Exhibit C - Land Use Exceptions

Exhibit D - Recorded Declaration of Restrictive Covenants for Port Crossing applicable to all construction and uses.

Exhibit E- Traffic Control Plan

ARTICLE II. GENERAL PLAN AND LAND USE

2.1 General Plan and Land Use. Owner-Developer and Other Owners shall develop their respective portions of the entire Tract in accordance with the General Plan, SCUP and this Agreement approved by the City. The General Plan is attached as Exhibit B and additional Land Use Restrictions are provided for in paragraph 2.3. The Owner-Developer and Other Owners shall only be responsible for compliance with the General Plan, SCUP and this Agreement with respect to their respective portions of the entire Tract.

2.2 Amendments. The City acknowledges and Developer represents that Developer’s intent is to develop the Tract as a predominantly commercial PUD development, with some industrial components consistent with City’s Land Use Plan subject to certain exceptions listed below. Developer or Developer’s successors shall provide appropriate amenities and support facilities as set forth on the General Plan, which is attached to this Agreement. City acknowledges that Developer intends to develop the Tract in phases, and that all development shall be consistent with the Special Conditional Use Permit (SCUP), the General Plan, and this Agreement. Should Developer determine that the General Plan needs to be amended, Developer shall submit an application for amendment of the Special Conditional Use Permit, which said application shall be processed consistent with this Agreement, the current General Plan, and the Zoning Ordinance of the City of La Porte, as the same may be amended from time to time. Amendments

to the General Plan, the Special Conditional Use Permit, and/or this Agreement shall be in writing.

2.3 Additional Land Use Restrictions. Owner/Developer agrees to conform all development and improvements to the Tract to the City's Code of Ordinances and established policies, and further agrees that land uses shall be further restricted according to Exhibit C, except for the permitted uses authorized by Exhibit "C".

ARTICLE III. RESTRICTIVE COVENANTS

3.1 Development of Restrictive Covenants. Owner-Developer has developed a Draft Declaration of Restrictive Covenants for Port Crossing, which are attached to this Agreement as Exhibit "D". These protective covenants and deed restrictions will apply to and be binding upon the Tract, and shall be in form substantially similar to Exhibit "D". The covenants and deed restrictions have been approved by the City and have been recorded concurrently with each recorded plat.

ARTICLE IV. TERMINATION

4.1 Term. This Agreement shall have a term commencing on the date first written above, and continuing until the date in which all portions of the Tract have been platted and developed (with construction of all streets and utilities on the Tract as reflected by the Plat completed or installed and financed by the Owner-Developer.

Failure of Owner-Developer to begin construction in accordance with the Special Conditional Use Permit as scheduled under the terms of the Special Conditional Use Permit, shall terminate this Agreement. Owner-Developer may, before the expiration of one year, request an extension of time from the Planning and Zoning Commission, in the event that construction has not started in accordance with the Special Conditional Use Permit.

ARTICLE V. OPEN SPACE/TRAIL, BUFFERING AND BEAUTIFICATION

5.1 Open Space/Pedestrian System. The Owner-Developer shall provide common open space as shown in the General Plan, including any required public sidewalks within the rights-of-way noted on the Plat on at least one side of each street, together with landscaping adjacent to such sidewalks pursuant to the landscape plan approved by the City.

In coordination with the Owner-Developer and the Harris County Flood Control District, the City will accept the drainage and detention facilities as public domain with right of entry. Maintenance of said facilities will rest solely with the Owner-Developer and the property owner's association governing the Tract.

5.2 Buffering and Beautification. The Owner-Developer shall implement a uniform and/or compatible landscape plan for all phases of the entire project that will address landscaping provisions not only adjacent to Wharton Weems Blvd. and Powell Road, but also within the building setbacks and landscape easements or reserves throughout. A Landscape Buffer (a

minimum of 50' wide) shall be provided along the west side of Powell Road and shall include landscaping materials compatible with the Declaration of Restrictive Covenants. A landscape buffer, a minimum of 50' wide, will also be provided along State Highway 146. Landscape reserves shall also be included adjacent to all roadways, including the east side of Powell; but rather than screen, shall be landscaped compatible with the ultimate use of that adjacent property. A row of standard automobile parking stalls is permitted within the Landscape Buffer subject to the following criteria:

- i. Shrubs are required in the Landscape Buffer within 10' of any parking area adjacent to the right-of-way and shall be spaced at three feet on center. At maturity, shrubs in a required Landscape Buffer should form a continual evergreen hedge or row of 36 inch in height.
- ii. A planter at the ratio of one for every ten parking spaces is required.
- iii. Planters (minimum 135 square feet) shall not abut on more than two sides of required perimeter landscape area. Each required planter shall have one shade tree. Trees shall be dispersed throughout the parking lot to maximize the shading effect on the parking spaces. These trees are exclusive of trees planted around the perimeter of the parking lot.

5.3 Signage. The Owner-Developer shall comply with the sign standards policy, as part of the recorded Declaration of Restrictive Covenants (Exhibit "D") consistent with the City's Code of Ordinances as guidance to insure effective and uniform signage is employed throughout the project. This policy will include uniform and/or compatible project identification monuments, business signage, street and other traffic directional devices conforming to the Tract's traffic control plan and deed restrictions.

5.4 Ownership and Maintenance. Ownership of the landscape buffers, reserves and easements will be held by fee ownership of adjoining property or by the Property Owners Association (POA), subject to conditions of the deed restrictions and landscape plan. The maintenance of the buffers, reserves and easements will be the responsibility of the contiguous property owners pursuant to provisions of the deed restrictions, enforced by the POA.

ARTICLE VI. SCHEDULE

6.1 Schedule. The Owner-Developer or Other Owners, as applicable, shall establish a specific schedule for the development of and construction improvements on the Tract with the end user(s). However, in lieu of and as the basis of that detailed schedule, the following work program is anticipated:

- Initiation of a complete engineering study, including drainage and preliminary infrastructure design.
- Detailed engineering design for Phase One, being all or a substantial part of the area identified herein as Section One. This would include a rail connection to the main line and a minimum spur connection to the first building anticipated, water and sanitary sewer service, initial drainage, and detention to accommodate Phase One;

- Construction of Wharton Weems Blvd., Powell Road, and Export Drive shall be completed in accordance with the Traffic Study recommendations or as needed for development purposes;
- Initiation of procedure to abandon and relocate a portion of Powell Road, south of the projection of Wharton Weems Blvd. within one (1) year of SCUP approval;
- Platting, site plan, and detailed engineering plan review by the City of La Porte and others;
- Initiation of construction pursuant to item 6.1 above, identified as Phase One; and
- Continuation of remainder of development as rapidly as market demands.

ARTICLE VII. FIRE PROTECTION, HAZARDOUS MATERIALS & SAFETY

7.1 Hazardous Materials. The Owner-Developer agrees no hazardous materials as identified in state and federal standards (NEPA) as well as City Fire Code, shall be stored on site. Compliance will be enforced by the POA in concert with the City.

ARTICLE VIII. TRAFFIC CONTROL PLAN

8.1.1 Traffic Control Plan. The Owner-Developer has established a Traffic Control Plan (shown on the attached Exhibit "E") for the entire project to regulate to the extent practical project-generated vehicular traffic. In Section One, based on the target market use, the Traffic Control Plan will include designated truck routes to and from the site, segregation of automobile traffic, limitation of access from public streets (driveways) and utilization of common cross easements between tracts for internal circulation.

8.2 Truck Traffic. This controlled traffic will ultimately be directed to State Highway 146 via Powell Road to Wharton Weems Blvd., to standards approved by Harris County as shown on Exhibit "B" - General Plan. Project driveways will be constructed to induce proper directional movement to preempt to the extent practical northbound traffic on Powell Road. This will be complemented by traffic signage as appropriate. In addition, Owner-Developer shall employ routing plans, driver instruction, and other controls as necessary to obtain compliance of carriers, employees, and regular contractors or service vendors.

8.3 Driveway Access. The Owner-Developer shall establish driveway access controls that shall be controlled through restrictive covenants, architectural controls and City Site Plan review. This will include conditions and design standards consistent as to size, but fewer in number as established in TxDOT Driveway Manual, Harris County, Texas, and the City Zoning Code (106-835) pursuant to specific site plan review. Unless otherwise approved during review of preliminary plats and the Plat, driveways along SH146 entering this Tract shall be limited to a total of eighteen (18), but in all cases, each individual reserve with frontage on SH146 shall have at least one opening. Provision shall be made, where practical, for internal cross-access easements to maximize ingress, egress and circulation to minimize congestion on public rights-of-way and to encourage traffic to be directed to Wharton Weems Blvd. interchange.

8.4 Transportation Issues The Developer shall continue to work with the City, Harris County and other public and private sector interests to implement the timely study and/or construction of transportation components.

ARTICLE IX. SITE RAIL TRAFFIC

9.1 Site Rail Traffic. The Other Owners and/or Rail Logix, LP (“Rail Logix”), a Texas limited partnership, an affiliate of one of the partners of Owner-Developer, as applicable, will continue to work with City and such parties’ rail consultants, as evidence of the commitment to the City to improve rail efficiency in the area, reduce conflicts at Fairmont Parkway, and potentially decrease current rail impacts. On-site rail facilities and operations shall be controlled by Rail Logix in order to maximize rail efficiency and minimize peak hour conflicts with vehicular traffic at Fairmont Parkway. Owner – Developer, Other Owners and Rail Logix agree and acknowledge that the rail yard as depicted on the General Plan shall be limited to a maximum of 22 rail lines and that no rail lines or sidings will extend to the east side of Powell Road.

ARTICLE X. UTILITIES, DRAINAGE

10.1 Utilities, Drainage. The Owner-Developer shall design and construct adequate water, wastewater, and drainage facilities to serve each phase of this project in accordance with City requirements and as further defined by this Agreement. As to water and sanitary sewer, this would include a water system that would deliver 4-6,000 gallons per minute necessary for sprinklered fire protection with a loop connection to the 16” main on the east side of S.H. 146 and a gravity wastewater disposal system that flows into a 60” trunk line on “K” street south of Fairmont Parkway.

The Developer will provide a drainage study for the Tract. The study and design of drainage improvements shall meet the requirements and approval of the City and Harris County Flood Control District. Owner-Developer’s representative agrees to meet with City, prior to design of public utilities, to discuss design criteria standards and policies. City shall approve all construction plans and specifications for public improvements in accordance with the applicable Public Improvement Criteria Manual.

ARTICLE XI. BUILDING LINES

11.1 Building Lines. The Owner-Developer shall establish building lines appropriate to the use, but not less than those prescribed in the City Code of Ordinances in effect on September 11, 2006. Within the industrial Land Uses area west of Powell Road there will be a landscaped 50-foot buffer and building line along Powell Road. Similarly, along State Highway 146, a 50-foot landscape buffer and building line shall be maintained. These respective 50- foot landscape buffers shall be kept free from all other uses with the exception of signage, drainage and detention improvements, and approved drives, parking and entrances. Owner-Developer agrees that other building lines will be either equal to or greater than that required by the zoning ordinance in effect on September 11, 2006, for the land use shown and shall be based on site use and orientation of the improvements or as shown on the General Plan.

ARTICLE XII. MISCELLANEOUS

12.1 Sale of Tract; Assignability. Any contract by Owner-Developer to sell the entirety or any portion of the Tract to a person or entity intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this recorded Contract and exhibits hereto and provide that this Contract be binding on such Successor Developer.

12.2 Force Majeure. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of inability then claimed, but for no longer period; and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, arrests, restraining of government and people, civil disturbances, explosions, or partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder. Force Majeure may not be claimed by Owner-Developer under any set of circumstances prior to commencement of construction on the Tract.

12.3 Law Governing. This Contract shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a federal or state court of competent jurisdiction.

12.4 No Additional Waiver Implied. No waiver or waivers of any breach or default by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

12.5 Addresses and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to the other (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it's deposited. Notice given in any such other than the manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

If to Owner/Developer, to:

City of La Porte
Attn: City Manager
604 West Fairmont Parkway
La Porte, Texas 77571

Port Crossing Land, LP
Michael Plank
3330 S. Sam Houston Pkwy. E.
Houston, TX 77047

and

Port Crossing Land, LP
Michael Luecht
One Pierce Place, Suite 450
Itasca, IL 60143

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days written notice to the other.

12.6 Merger and Modifications. This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject matter thereof. This Contract shall be subject to change or modification only with the mutual written consent of the parties.

12.7 Benefits of Contract. This Contract is for the benefit of the City and Owner-Developer and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

12.8 Attorney's Fees. In the event of any litigation between the parties with respect to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the losing party.

12.9 Government Immunity Preserved. The Owner-Developer and the City agree that the City does not, by entering in to this Contract or performing any act hereunder or by failing to take any action hereunder, waive any governmental immunity that the City, its officers, employees, or representatives, have under any law.

12.10 One-Party Breach. Any breach of this agreement by one party identified and referred to herein as Owner-Developer shall not be or constitute a breach of this agreement by the other party of Owner-Developer.

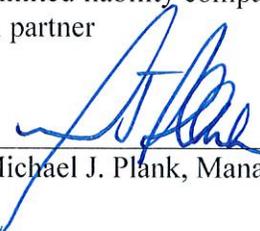
12.11 Covenant Running With the Land. The obligations imposed on Owner Developers herein shall not impose personal liability on them, but shall constitute a covenant running with the land, and as such shall be binding on the present owners of the Tract as well as subsequent owners thereof.

(This space intentionally left blank)

OWNER-DEVELOPER:

Port Crossing Land, LP,
a Texas limited partnership

By: Port Crossing Land GP, LLC
a Texas limited liability company
its general partner

By: 
Michael J. Plank, Managing Partner

Date: 8-27-15

OTHER OWNERS:

DEL PISO INVESTMENTS, LLLP, an Arizona limited
liability limited partnership

By: Harl Avenue Investments, L.L.C., an Arizona
limited liability company, its general partner

By: 

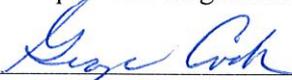
By: 

Date: 9-3-15

FLPCW, LP

a Texas limited partnership

By: FLP Candle GP, Inc.,
a Texas corporation its general partner

By: 
George Cook, President

Date: 9-8-2015

National Property Holdings, L.P.,

a Texas limited partnership

By: National Property Holdings GP, LLC,
a Texas limited liability company
its general partner

By: 
Michael J. Plank, President

Date: 8-27-15

Powell Road Logistics, L.P.,

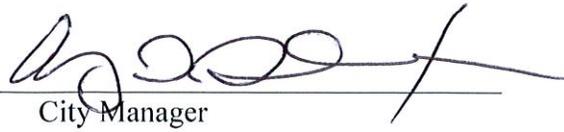
a Texas limited partnership

By: Powell Road Logistics GP, LLC
a Texas limited liability company,
its general partner

By: 
Michael J. Plank, President

Date: 8-27-15

CITY OF LA PORTE, TEXAS

By: 
City Manager

Date: Aug 24, 2015

ATTEST:


Patrice Fogarty, City Secretary

APPROVED:


Clark Askins, Assistant City Attorney

EXHIBIT A

City of La Porte
Special Conditional Use Permit #15-9100004

This permit is issued to: Port Crossing, L.P.; Port Crossing A3, L.P.; Port Crossing A4, L.P.; Port Crossing B5, L.P.
Owner or Agent

3330 S. Sam Houston Parkway E.; Houston, Texas 77047
Address

For Development of: Port Crossing Business Park; Approximately 300 acre mixed use development (formerly Texas Import Export).
Development Name

Legal Description: 300 acres of land out of the George B. McKinstry League, A 47; William Harris Survey, A-30; Johnson Hunter Survey, A-35; and more particularly described in the Development Agreement, as further described in "Attachment 1" of this document

Zoning: PUD, Planned Unit Development

Permit Conditions:

This Special Conditional Use Permit is applicable for the subject property. A copy of which shall be maintained in the files of the City's Planning and Development Department upon approval. Project development shall be in accordance with the following conditions:

1. This Special Conditional Use Permit-(SCUP) would be applicable to specific development anticipated or proposed by the General Plan.
2. Uses are as described in the Land Use Exceptions (Exhibit C of the Amended Development Agreement).
3. This SCUP outlines in general terms the proposed Planned Unit Development. The developer recognizes and understands that any future construction or development of the private or public improvements anticipated by this SCUP and the General Plan shall require further submittal and approval of plats, site plans, construction drawings, and building plans, etc. In addition, this SCUP supersedes SCUP #06-006.
4. This SCUP, the General Plan, Restrictive Covenants, and Land Use Exceptions are exhibits to and are a part of the Amended Development Agreement.
5. Submittals for site plan approval shall be in accordance with this SCUP, General Plan, Development Agreement, Restrictive Covenants, and Land Use Exceptions approved by the City of La Porte. For uses not authorized by this SCUP, approval pursuant to Section 106-216 & 106-217 of the City of La Porte Code of Ordinances, as it now exists or may be amended from time to time, shall be required.
6. The business park identification and entry features shall remain and be maintained as constructed unless approved by the City Council.
7. Truck parking on any lot fronting State Highway 146 will be prohibited on the east side of any structure.
8. Truck stops as defined in Chapter 106 of the La Porte Code of Ordinances shall be prohibited within any part of the 300 acre Port Crossing business park. Any gas station that provides any two (2) of the following: truck parking, more than one diesel dispenser for every ten (10)

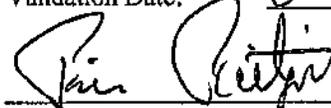
EXHIBIT A

- gasoline dispensers, or has a canopy over the dispensers that is greater than sixteen (16) feet in height shall also be deemed a truck stop.
9. Within reserves E, J1, and L fronting State Highway 146, warehouses are prohibited if the warehouse has a 36 foot clear or higher space; has more than 250,000 feet of storage area; has truck docks on more than two sides or any facing Highway 146; or contains any trailer storage other than necessary for loading and unloading operations. Additionally, each building located thereon must have grade-level store-front entries with windows facing Highway 146. Where warehouses exceed 200,000 square feet in size, building articulation will be required in accordance with Section 106-928 (b)(1) a and b of the La Porte Code of Ordinances. Additionally in the event of truck-bay parking on the north or south side any allowed building screening shall be required to screen such trucks. Screening may consist of a masonry wall or landscaping, or a combination thereof, at a sufficient height to screen such trucks.
 10. The Developer shall comply with all other applicable laws and ordinances of the City of La Porte and the State of Texas. To the extent there is a conflict between those laws and ordinances and this SCUP, the SCUP controls.
 11. This SCUP is binding on all owners of property included in the Legal description and their successors and assigns.

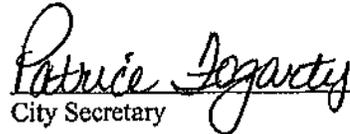
If contract or agreement is terminated after completion of any stage and there is ample evidence that further development has been abandoned, the ordinance establishing such special conditional use permit may be rescinded by the City Council, upon its own motion or upon the recommendation of the Planning and Zoning Commission of the City of La Porte, and the previous zoning of the entire tract shall be in full effect on the portion which is undeveloped.

Validation Date:

8-24-15



Director of Planning and Development



City Secretary

SITE METES AND BOUNDS

Being an approximate 293.8036 acre tract in the Town of LaPorte,, Texas recorded in Volume _____, Page _____, Harris County Deed Records, out of the W. F. Harris Survey A-30, the George B. McKinstry Survey A-47, and the Johnson- Hunter Survey A-35, Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point at the northeast corner of formerly dedicated Block 1170 on the southern boundary of "M" Street on the western right of way boundary of SH 146 marked by a T.M.P;

THENCE southerly 5,750.52 feet along the western right-of-way boundary of SH 146 to the northern boundary of McCabe Road;

THENCE westerly along the northern right-of-way of McCabe Road 1,400' to the western boundary of the Union Pacific Railroad right-of-way (Save and except the area of the existing Powell Road and/or the proposed re-located Powell Road);

THENCE northerly 4,328.52 feet along the eastern boundary of the Union Pacific Railroad right-of-way to a point 326.66 feet 86° 59' 35" west of the northeast corner of the George B. McKinstry Survey (Save and except a 6.3192 acre tract, described as follows:

OUT TRACT

Being a 6.3192 acre tract of land out of a portion of Blocks 1203 and 1204, in the Town of LaPorte, recorded in Volume 60, Pages 112, Harris County Deed Records, out of the George B. McKinstry Survey, A-47, and the Johnson Hunter Survey, A-35, Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point 255.37 feet North of the Northerly right-of-way of the formerly dedicated West Q Street;

THENCE South 02° 56' 39" East along the Westerly right-of-way of Powell Road (60 feet wide), including that portion of the formerly dedicated West Q Street lying within, a distance of 300.00 feet to a 5/8 inch iron rod set for corner;

THENCE South 86° 59' 35" West, to the Southern Pacific Railroad right-of-way including that portion of formerly dedicated 17th Street lying within, a distance of 917.25 feet to a 5/8 iron rod set for corner;

THENCE North 03° 03' 22" West, along the eastern boundary of the Southern Pacific Railroad right-of-way, a distance of 300.00 feet to a 5/8 inch iron rod found for corner;

THENCE North 86° 59' 35" East, a distance of 917.84 feet to the Point of Beginning.

EXHIBIT A

-2-

THENCE easterly to the northeast corner of the McKinstry Survey;

THENCE north $02^{\circ} 56' 39''$ a distance of 20 feet to a $5/8$ inch IR;

THENCE easterly $86^{\circ} 59' 35''$ 652.0 feet to the eastern boundary of Powell Road (Save and except the 60-foot area included in the right-of-way of said Powell Road);

THENCE northerly along the eastern boundary of Powell Road right-of-way 385.0 feet to a $5/8$ " IP;

THENCE $N85^{\circ} 59' 35''$ 765.50 feet to a point marked by a $5/8$ " IP;

THENCE N $02^{\circ} 56' 39''$ a distance of 740.00 feet to the southern boundary of West "M" Street to a $5/8$ " IP;

THENCE N $86^{\circ} 59' 35''$ along the southern boundary of West "M" Street to a 1" IR on the western boundary of SH 146 right-of-way, the point of beginning, a distance of 823.28 feet.

METES AND BOUNDS DESCRIPTION
5.000 ACRES (217,800 SQUARE FEET)

Being 5.000 acres (217,800 square feet) of land situated in the William P. Harris Survey, Abstract 30, Harris County, Texas, and being out of that certain 235.2619 acre tract of land conveyed to S/C Management #1, LTD. by instrument recorded under File Number H489088 and Film Code 138-26-3084 of the Harris County Official Public Records of Real Property; said 5.000 acres (217,800 square feet) of land being more particularly described by metes and bounds as follows (all bearings are referenced to the monumented south line of said 235.2619 acre tract, same being the north right-of-way line of McCabe Road, based on 80 feet in width and recorded in Volume 872, Page 345 and in Volume 872, Page 348 of the Harris County Deed Records):

COMMENCING at a Texas Department of Transportation 4"x4" concrete monument found for the southeast corner of said 235.2619 acre tract and being the intersection of the north right-of-way line of said McCabe Road with the west right-of-way line of State Highway 146, varying in width;

THENCE S 86-03-24 N 865.56 feet, with the south line of said 235.2619 acre tract, to a 5/8 inch iron rod found for the intersection of the north right-of-way line of said McCabe Road with the west right-of-way line of a proposed extension of Powell Road (16th Street); based on 60 feet in width, and being the PLACE OF BEGINNING and the southeast corner of the herein described tract of land;

THENCE N 95-05-24 W 465.47 feet, with the north right-of-way line of said McCabe Road, to a 5/8 inch iron rod found for the southwest corner of said 235.2619 acre tract and being the southwest corner of this tract and also being the southeast corner of an unrecorded 60-foot wide road easement;

THENCE N 10-04-16 W (called N 10-01-47 W) 443.47 feet, with the west line of said 235.2619 acre tract, same being the east line of said unrecorded 60-foot wide road easement, to a 5/8 inch iron rod with cap set for the northwest corner of this tract;

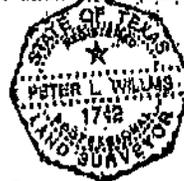
THENCE N 86-05-24 S 521.50 feet to a 5/8 inch iron rod with cap set for the northeast corner of this tract and being in the west right-of-way line of said proposed extension of Powell Road;

THENCE S 02-56-39 E 440.97 feet to the PLACE OF BEGINNING and containing 5.000 acres (217,800 square feet) of land.

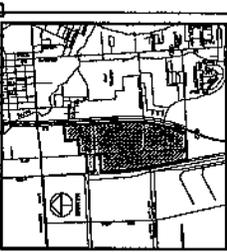
The area stated in acres is compatible with the allowable precision of closure for this survey. The area stated in square feet is a calculated value only. All 5/8 inch iron rods with caps are marked "Texas Land Surveying".

Peter L. Williams

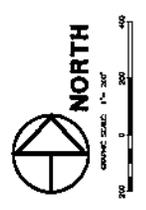
Peter L. Williams
Registered Professional Land Surveyor
Texas Registration No., 1742



Texas Land Surveying, Inc.
P.O. Box 5825 Pasadena, Texas 77508
(281) 427-8880
Job No. 381-0018 March 27, 2000

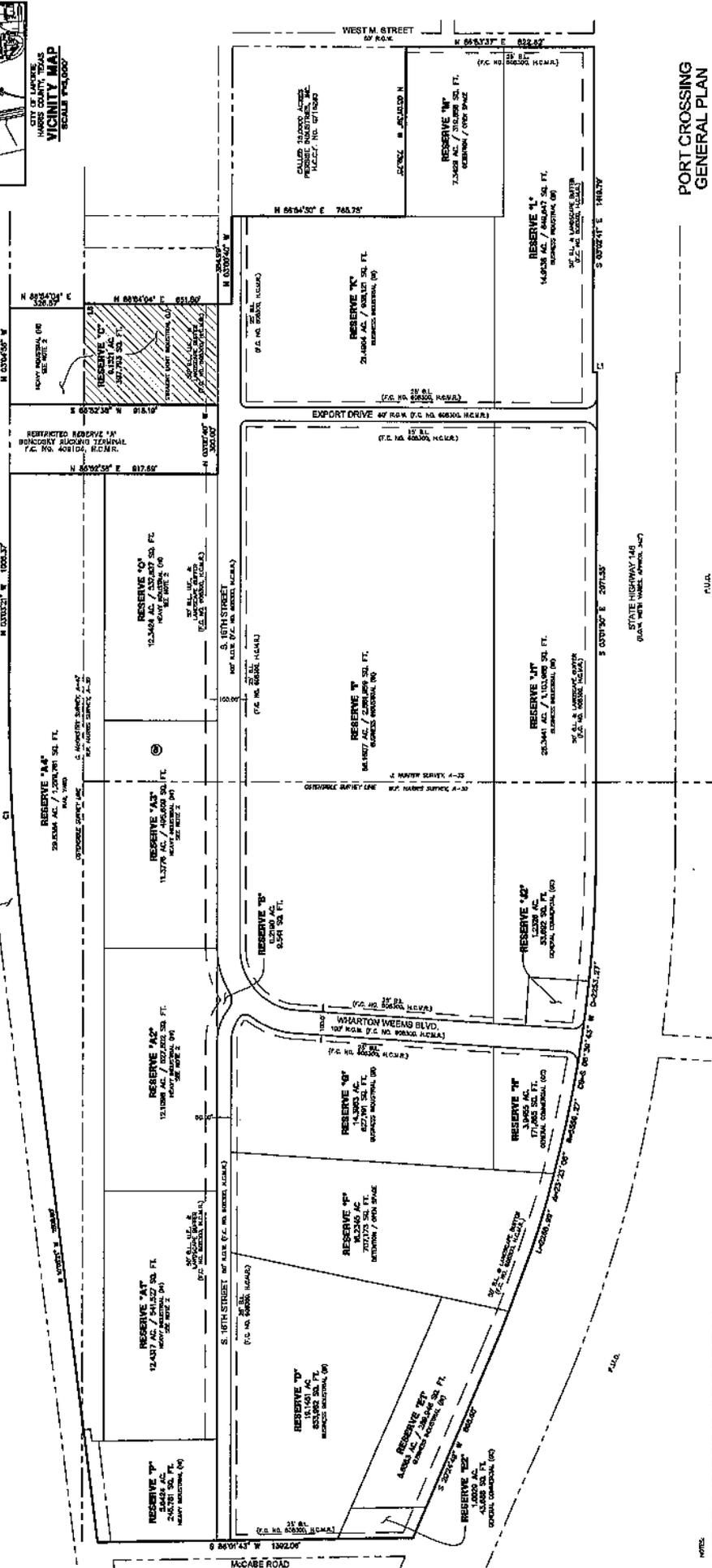


CITY OF LARVINE
HARRIS COUNTY, TEXAS
VICINITY MAP
SCALE 1"=1000'



BAYPORT INDUSTRIAL PARK

100' WIDE SOUTHWEST CORNER
ADJACENT TO THE EAST
SIDE OF STATE HIGHWAY 149
(100' WIDE CORNER, N.C.D. 201)



**PORT CROSSING
GENERAL PLAN**

THE 202 ± ACRES OF LAND OUT OF THE
GEORGE W. HARRIS SURVEY, ABSTRACT NO. 47
WILLIAM P. HARRIS SURVEY, ABSTRACT NO. 30
JOHNSON HUNTER SURVEY, ABSTRACT NO. 35
CITY OF LARVINE, HARRIS COUNTY, TEXAS
4/16/2015 10:00:00 AM

ARRETT 2015
Surveyor
Whitmore Land Services, Inc.
2000 West Loop West, Suite 200
Houston, Texas 77027
Phone: 713-861-1111
Fax: 713-861-1112
www.whitmoreland.com



- NOTES:
1. THE GENERAL PLAN OF PORT CROSSING IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THE PORT CROSSING GENERAL PLAN AND THE PORT CROSSING GENERAL PLAN AS AMENDED.
 2. ALL LOTS ARE DESIGNATED IN THE CITY OF LARVINE ZONING ORDINANCE. THE ZONING ORDINANCE IS AVAILABLE AT: www.larvine.org/development/ordinances. THE ZONING ORDINANCE IS SUBJECT TO AMENDMENT BY THE CITY OF LARVINE PLANNING AND ZONING COMMISSION.
 3. THE CITY AND PLANNING COMMISSION SHALL BE SUBJECT TO THE CITY AND PLANNING COMMISSION'S REVIEW AND APPROVAL OF THE GENERAL PLAN AND OTHER DOCUMENTS.

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF LARVINE HAS REVIEWED AND APPROVED THE GENERAL PLAN IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF LARVINE.

M. JAMES CHAMBERLAIN
PLANNING AND ZONING COMMISSION

08/15/2015

Exhibit C

Land Use Exceptions¹

In reserves where the General Plan indicates “GC” uses, all uses permitted in the City of La Porte Zoning Ordinance Use Chart effective on September 11, 2006, under GC (indicated with a “P”) are permitted here with the exception of:

- Building Construction – General Contractors and Special Trade Contractors (152-161, 171-179)
- Automotive Repair Services (751-754)
- Outdoor Sales as a Primary or Accessory Use
- Outdoor Storage as a Primary or Accessory Use
- Residential Uses

In reserves where the General Plan indicates “BI” uses, all uses permitted in the City of La Porte Zoning Ordinance Use Chart effective on September 11, 2006, under BI (indicated with a “P”) are permitted here with the exception of:

- Building Construction – General Contractors and Special Trade Contractors (152-161, 171-179)
- Automotive Repair Services (751-754)
- Outdoor Sales as a Primary or Accessory Use
- Outdoor Storage as a Primary or Accessory Use, including any storage of Shipping Containers
- General Contractors, Heavy Construction (161, 162, 1541)
- Off Premises Signs

In reserves where the General Plan indicates “LI” uses, all uses permitted in the City of La Porte Zoning Ordinance Use Chart effective on September 11, 2006, under LI (indicated with a “P”) are permitted here with the exception of:

- Building Construction – General Contractors and Special Trade Contractors (152-161, 171-179)
- Automotive Repair Services (751-754)
- Outdoor Sales as a Primary or Accessory Use
- Outdoor Storage as a Primary or Accessory Use, including any storage of Shipping Containers
- General Contractors, Heavy Construction (161, 162, 1541)
- Manufacturing of Chemicals and Allied Products (282-285)

¹ Attached to and incorporated into this exhibit is the use chart for the City of La Porte Zoning Ordinance as of September 11, 2006. To the extent that the zoning ordinance for the City of La Porte has been or is amended, after the date Special Conditional Use Permit #SCU06-006 was first adopted, to modify, eliminate or replace the permitted uses or the districts described in this exhibit, this exhibit controls unaffected by any change.

Off Premises Signs

An additional permitted use shall be SIC Manual Major Group 30 (Rubber and Misc. Plastics Products)

In Reserve "A4" labeled "Rail Yard" on the General Plan, all uses permitted in the City of La Porte Zoning Ordinance Use Chart effective on September 11, 2006, under LI (indicated with a "P") are permitted here with the exception of:

Building Construction – General Contractors and Special Trade Contractors (152-161, 171-179)

Automotive Repair Services (751-754)

Outdoor Sales as a Primary or Accessory Use

Outdoor Storage as a Primary or Accessory Use, including any storage of Shipping Containers

General Contractors, Heavy Construction (161, 162, 1541)

Manufacturing of Chemicals and Allied Products (282-285)

Off Premises Signs

An additional permitted use shall be SIC Manual Major Group 30 (Rubber and Misc. Plastics Products)

Additional permitted uses are certain HI uses permitted in the City of La Porte Zoning Ordinance associated with rail services such as:

A rail yard with a maximum of 22 rail lines is permitted.

Rail service to and distribution from warehouses proposed;

Rail service to light manufacturing not otherwise exempted herein.

Sec. 106-479. Special regulations and procedures.

Refer to articles IV, V, VI and VII of this chapter.

Secs. 106-480—106-495. Reserved.

Subdivision IV. GC General Commercial District

Sec. 106-496. Purpose.

The purpose of the GC general commercial district is to provide for low intensity, retail or service outlets which deal directly with the customer for whom the goods or services are furnished. The uses allowed in this district are to provide goods and services on a community market scale and located in areas which are well served by collector or arterial street facilities.

Sec. 106-497. Permitted, accessory, and special conditional uses.

Refer to Table A, commercial uses, section 106-441.

Sec. 106-498. Density/intensity regulations.

Refer to Table B, commercial area requirements, section 106-443.

Sec. 106-499. Special regulations and procedures.

Refer to articles IV, V, VI and VII of this chapter.

Secs. 106-500—106-520. Reserved.

DIVISION 4. INDUSTRIAL DISTRICT REGULATIONS

Subdivision I. Generally

Sec. 106-521. Table A, industrial uses.

(a) *Table A, industrial uses.*

P (ABC) — Permitted uses (subject to designated criteria established in section 106-523).

P — Permitted uses.

A — Accessory uses (subject to requirements of section 106-741).

C — Conditional uses (subject to requirements of sections 106-216 through 106-218 and designated criteria established in section 106-523).

ZONING

§ 106-521

* — Not allowed.

Uses (SIC Code #)	Zones		
	BI	LI	HI
All uses permitted or accessory in the GC zone, except residential	P	P	P
All uses conditional in the GC zone, except residential	C	C	C
<i>Nonmanufacturing Industries:</i>			
Adult oriented business	*	*	P(G)
Air transportation (451—458)	P	P	P
General contractors, heavy construction (161, 162, 1541)	P	P	P
Highway transportation terminal and service facilities (417)	P	P	P
Motor freight transportation and warehousing (421, 423)	*	P	P
Farm product warehousing and storage (4221)	*	P	P
Public warehousing (4222—4226)	P	P	P
Railroad transportation (401)	*	*	P
Shipping container, or fabricated plate work (3443)			
Storage inside	P(ACDE)	P(ACDE)	P
Storage outside (refer to Section 106-444(b))	*	*	P(ACDE)
<i>Wholesale trade:</i>			
Durable goods—light (502, 504, 507, 5082, 5087, 5094)	P	P	P
Durable goods—medium (501)	P	P	P
Durable goods—heavy (503, 5051, 5082—5085, 5088)	*	C	P
Durable goods—heavy (5052, 5093)	*	*	P
<i>Wholesale trade:</i>			
Nondurable goods—light (511—514, 518)	P	P	P

<i>Uses (SIC Code #)</i>	<i>Zones</i>		
	<i>BI</i>	<i>LI</i>	<i>HI</i>
Nondurable goods—medium (5172, 5191—5199)	C	P	P
Nondurable goods—heavy (515, 516, 5171)	*	*	P
<i>Manufacturing Industries:</i>			
Chemicals and allied products (282—285)	*	P(ACDE)	P
Electrical and electronic equipment and supplies			
Light (361—365, 367)	P(ACDE)	P(ACDE)	P
Medium (361, 366, 369)	P(ACDE)	P(ACDE)	P
Fabricated metal products and machinery			
Light (341—345, 358, 3592)	P(ACDE)	P(ACDE)	P
Medium (3493, 3498, 351—353, 356)	*	P(ACDE)	P
Heavy (346, 347, 354, 355, 357)	*	P(ACDE)	P
Heavy (348)	*	*	P
Food and kindred products			
Light (202, 205, 2065—2067)	P(ACDE)	P(ACDE)	P
Medium (2086, 2087, 2092—2099)	C	P(ACDE)	P
Heavy (201, 203, 204, 2062, 2063, 207, 2082—2085)	*	C	P
Leather and leather products (311—319)	C	P(ACDE)	P
Welding shops (7692)	P(ACDE)	P(ACDE)	P
Lumber products, furniture and fixtures			
Light (251—259)	P(ACDE)	P(ACDE)	P
Medium (243—245)	C	P(ACDE)	P
Heavy (249)	*	C	P
Measuring, analyzing and controlling instruments (381—387)	P(ACDE)	P(ACDE)	P
Miscellaneous manufacturing (391—396)	P(ACDE)	P(ACDE)	P
Machine shops (3599)	P(ACDE)	P(ACDE)	P
Miscellaneous manufacturing industries (3991—3995)	*	P(ACDE)	P
Off-premises freestanding signs		See article VII of this chapter	

ZONING

§ 106-521

Uses (SIC Code #)	Zones		
	BI	LI	HI
On-premises freestanding signs	See article VII of this chapter		
Paper and allied products (265—267)	*	*	P
Printing and publishing (271—279)	P(ACDE)	P(ACDE)	P
Rubber and miscellaneous plastics (301, 302, 304, 306, 307)	*	C	P
Stone, clay, glass and concrete (321—325, 3261, 327—329)	*	C	P
Tank truck cleaning	*	*	P
Textile mill, and finished products			
Light (224, 225, 231—239)	P(ACDE)	P(ACDE)	P
Medium (222, 223, 226, 229)	*	P(ACDE)	P
Tobacco manufacturers (211—214)	*	P(ACDE)	P
Loading berths at the front or sides of buildings adjacent to R.O.W.	C	C	C
Industrial PUD (refer to section 106-636)	C	C	C
Facilities in excess of height restrictions imposed in section 106-522	*	*	C
Unlisted uses, similar to uses listed above	C	C	C

(b) *Interpretation and enforcement.* Property uses, except as provided for by section 106-521(a), Table A, are prohibited and constitute a violation of this chapter.

(c) *Footnotes.* All permitted uses in industrial zones must meet the following minimum performance standards. If requested by the enforcement officer, all applications for building permits must include a certification from a registered engineer that verifies compliance with these performance standards. Where applicable, all permitted uses in industrial zones must meet and be in compliance with the appropriate federal, state, or local regulations.

A. *Lighting and glare.* Any lighting used shall be arranged so as to deflect light away from any adjoining residential zone or from public streets. Direct or sky-reflected glare, where from floodlights or from high temperature processes such as combustion or welding shall not be directed onto any adjoining property. The source of lights shall be hooded or controlled in some manner so as not to light adjacent property. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights which cast light on a public street shall not exceed one footcandle (meter reading) as measured from the centerline of such street. Any light or combination of lights which casts light on residential property shall not exceed 0.4 footcandles (meter reading) as measured from such property.

- B. *Radiation and electrical emissions.* No activities shall be permitted that emit dangerous radioactivity beyond enclosed areas. There shall be no electrical disturbance adversely affecting the operation at any point of any equipment other than that of the creator of such disturbance.
- C. *Smoke.* The emission of smoke by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- D. *Dust or other particulate matter.* The emission of dust, fly ash or other particulate matter by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- E. *Odors.* The emission of odor by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- F. *Explosives.* No activities involving the storage, utilization, or manufacture of materials or products such as TNT or dynamite which could decompose by detonation shall be permitted except such as are specifically licensed by the city council.
- G. *Noise.* All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness and as measured at any property line, shall not exceed the following intensity in relation to sound frequency:

<i>Octave Band Frequency</i>	<i>Maximum Sound Levels — Decibels</i>	
	<i>Lot Line</i>	<i>H Residential District Boundary</i>
<i>Cycles per Second</i>		
20 to 75	78	63
75 to 150	74	59
150 to 300	68	55
300 to 600	61	51
600 to 1,200	55	45
1,200 to 2,400	49	38
2,400 to 4,800	43	31
Above 4,800	41	25
Impact noise	80	55

Between the hours of 10:00 p.m. and 6:00 a.m. the permissible sound levels beyond residential district boundaries (both Column II and Impact) shall be six decibels less than shown above.

In distances where it is determined that a proposed land use may generate a level of noise that will impact on surrounding land uses, the planning and zoning commission

and city council may require that efforts to reduce the potential noise impact be undertaken. These efforts may include screening, landscaping and site planning techniques.

(Ord. No. 1501U, § A(art. B), 9-23-96; Ord. No. 1501-AA, § 6, 3-23-98; Ord. No. 1501-BB, § 5, 9-15-98; Ord. No. 1501-II, § 5, 3-27-00)

Cross reference—Sexually oriented businesses, § 90-31 et seq.

Sec. 106-522. Table B, industrial area requirements.

(a) *Table B, industrial area requirements.*

<i>Uses</i>	<i>⁴Minimum Landscaping Requirements (percent)</i>	<i>Maximum Lot Coverage (percent)</i>	<i>Minimum Yard Setbacks F.R.S. 1, 3, 5 (feet)</i>	<i>Adjacent to Residential Minimum Yard Setback F.R.S. 2, 5 (feet)</i>	<i>Maximum Height (feet)</i>
BI business-industrial park; all permitted or conditional	6	50	50-40-30	50-40-30	45
L1 light industrial district; all permitted or conditional	6	70	20-10-10	30-50-50	45
H1 heavy industrial district; all permitted or conditional	6	30	50-50-30	100-150-150	45 ⁶
Loading docks	N/A	N/A	130-130-130	Same as principal use plus 130 ft.	N/A
Outside storage	N/A	N/A	20-10-5	Same as principal use	Section 106-444(b)
Shipping containers	6	N/A	50-50-30	100-150-150	36 ^{7,8}
On- and off-premises free-standing signs			See article VII of this chapter		
Freestanding on-premises signs located in controlled access highway corridors			See article VII of this chapter		

(b) *Footnotes.*

1. A minimum landscape setback of 20 feet will be required adjacent to all designated conservation areas. Buildings, parking areas, loading docks, outside storage, and refuse containers will not be allowed in such setback areas. These areas are to be landscaped with trees, shrubs, and ground cover, with a planting plan required to be submitted and approved by the enforcement officer. Required landscaping must be maintained by the property owner and/or occupant.
2. No buildings, parking areas, loading docks, outside storage, or refuse containers will be allowed in such setback areas. These areas are to be landscaped with trees, shrubs and ground cover, with a planting plan required to be submitted and approved by the enforcement officer.



DECLARATION OF
PROTECTIVE COVENANTS AND EASEMENTS

PORT CROSSING

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DECLARATION OF
PROTECTIVE COVENANTS AND EASEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, PORT CROSSING LAND, LP, a Texas limited partnership (hereinafter called the "Developer"), being the owner of certain tracts of land containing a total of approximately 231 acres in Harris County, Texas, being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (said tracts of land being hereinafter referred to as the "Port Crossing" or "Subject Property") and any portion thereof platted as a separate tract or conveyed to third parties or developed by Developer or an affiliated entity being hereinafter referred to as a "Tract", for the purpose of adopting a uniform plan for the benefit of the present and future owners of any portion of the Port Crossing, does hereby adopt and establish restrictions, covenants and easements as hereinafter provided for the Subject Property.

Powell Road Logistics, L.P., a Texas limited partnership, National Property Holdings, L.P., a Texas limited partnership, Del Piso Investments, LLLP, a Arizona limited liability limited partnership and FLPCW, LP, a Texas limited partnership, the owners (collectively, the "Other Owners") of certain tracts of land also containing a total of approximately 63 acres, Harris County, Texas, being more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (said tracts of land also comprising part of the "Port Crossing" or "Subject Property") are joining in this "Declaration" (hereafter defined) for the purpose of adopting and establishing the restrictions, covenants, and easements as hereinafter provided for the portion of the Subject Property owned by the Other Owners. Port Crossing, when platted and following the realignment of certain roads, will comprise approximately 300 acres.

Developer contemplates developing Port Crossing in a manner which will include public streets, a water distribution system, a sanitary sewer system, and drainage/detention facilities within the Subject Property and Developer reserves the right to create such public streets and utility-related facilities. Any portions of the Subject Property reserved or restricted or conveyed to the "Association" (hereafter defined) for private streets, utility facilities, and landscaping shall not be subject to "Assessment" (hereafter defined). Additionally, any portion of the Subject Property dedicated for utility facilities (excluding, however, any portion of a Tract) or conveyed to governmental authorities shall not be subject to the restrictions contained in this Declaration, except for the prohibited uses described in Article 1.

Developer, for itself, and its successors and assigns, and the Other Owners (as to the portion of the Subject Property owned by each of the Other Owners, respectively) hereby declare that the Port Crossing and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, equitable servitude and other provisions set forth in this Declaration Of Protective Covenants And Easements ("Declaration"). The Tracts and Private Facilities within the Subject Property shall be subject to the jurisdiction of the "Association" (hereafter defined). The covenants, conditions, restrictions, limitations, reservations, easements and equitable servitudes shall run with, inure to the benefit of, and shall be binding upon, all of the Subject Property, and each Tract and any common area therein, and shall be binding upon and inure to the benefit of (a) the Developer, its successors and assigns, (b) the Association and its successors and assigns, and (c) all persons or entities (the "Owner(s)") having or hereafter acquiring any right, title, or interest in or to any portion of the Subject Property and their heirs, legal representatives, successors and assigns, other than for security purposes.

1.

PERMITTED AND PROHIBITED USES

No Tract or portion of the Subject Property shall be used for any purposes, except for office, research and/or development, retail (subject to the further limitations herein contained), commercial, commercial processing, servicing, light industrial, manufacturing, retail sales of industrial products by manufacturers thereof or by manufacturer's representatives, warehousing or distribution purposes and services ancillary to such uses, or any combination of such uses, and heavy industrial if approved by Developer in writing. No use shall be permitted which (1) is offensive by reason of odor, fumes, dust, smoke, noise, vibrations, radiation, radio interference or pollution, (2) is hazardous by reason of excessive danger of fire or explosion, (3) otherwise constitutes a nuisance, (4) is dangerous or unsafe, (5) would injure the reputation of the Subject Property, or (6) is in violation of any city, county, state or federal law, regulation or ordinance.

The following uses shall not be permitted in or on any portion of the Subject Property: (1) any distilling, refining, smelting, meat, poultry or fish processing plant, agricultural or mining operation; (2) any mobile home park, trailer park, labor camp, or stockyard (except this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance); (3) junk yard, scrap metal yard or waste material business, sales in bulk of junk, automobile wrecking yard, salvage yard, asphalt plant, any storage, dumping, disposal, incineration or reduction of hazardous waste, garbage or refuse, bus station, any fire or bankruptcy sale or auction house operation, or as an airport. (4) any mortuary or funeral home; (5) school, church or governmental office (other than a research or development or business office that does not have customers); (6) any drilling, refining, quarrying or mining operations of any kind, (7) any establishment whose primary business is the sale or rental or display of sexual materials or drug related paraphernalia or whose primary business is providing any adult only or sexually oriented service or product including, but not limited to, massage parlors, topless establishments, any "adult" bookstore or "adult" movie theater; (8) any flea market, bowling alley, nightclub, bar, lounge, tavern, theater, amusement park or video arcade; provided, however, that this prohibition shall not prohibit placement of video machines that are incidental to the conduct of a permitted business at the Subject Property; and (9) any gaming facility or operation including, but not limited to, off-track or sports betting parlor, table games such as blackjack, poker, slot machines, video poker, blackjack, keno machines or similar devices or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to any government-sponsored gaming activities or charitable gaming activities so long as such governmental or charitable activities are incidental to the business being conducted by the occupant of that portion of the Subject Property and do not occur regularly.

The use of any portion of the Subject Property by any Owner shall be subject to all laws, regulations, codes and ordinances of all applicable governing authorities, including, without limitation, any zoning ordinances. In the event of any conflict between the terms of this Declaration and the terms of any such law, code, regulation or ordinance, then the provisions of this Declaration or any law, code, regulation or ordinance which is stricter shall govern.

2.

ARCHITECTURAL CONTROL

A. Plan for Development. The plan for the development of the Subject Property contemplates the centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the Subject Property as a whole. It is accordingly covenanted and agreed that (i) no building, structure or any appurtenances thereto of every type or kind, including, without limitation, patios, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, drives, driveways, parking areas, fences, roofs, screening, walls, retaining walls, stairs, decks, fixtures, poles, exterior tanks, solar energy equipment, exterior air conditioning fixtures and equipment, exterior lighting, radio, conventional or cable or television antenna or dish, microwave television antenna and/or landscaping (collectively herein referred to as the "Improvements") shall be commenced, erected, constructed, placed, or maintained upon any portion of

the Subject Property and/or (ii) any exterior modification, renovation, expansion, restoration or repair (if different from the original exterior construction) change or alteration be made to any Improvement shall be commenced, erected, constructed, placed, or maintained upon any portion of the Subject Property until in the case of (i) or (ii), above, the plans and specifications therefor ("Plans") showing the nature, color, kind, shape, height, materials and location of the same (including site landscaping, drainage and grading plans and utility layout) have been submitted to and approved in writing as to harmony and external design and location and relationship to surrounding structures and topography by Developer until the "Transfer Date" (hereafter defined) and thereafter by the "Board" (hereafter defined). The drainage plans shall cause the Subject Property to be drained in a manner so that no standing water remains for any extended period of time following any precipitation and the Subject Property does not become a breeding ground for mosquitoes. All references in this Article 2 and in Article 3 hereafter made to the Board shall refer to the Developer prior to the Transfer Date and thereafter to the Board. In the event that the Board fails or refuses to approve or disapprove such design or location within thirty (30) days after the Plans have been submitted to it, it will be deemed that the Board has approved such Plans. In the event of damage or destruction of any Improvement, approval shall be granted by the Board for the restoration of Improvements if the Improvement is to be restored in substantial accordance with the original approved Plans. If the Improvements will not be restored in accordance with the original approved Plans, then the Plans for such restoration shall be subject to approval in the same manner as the original Improvements to the Tract. All decisions of the Board shall be final, conclusive and binding and there shall be no review of any action of the Board.

B. No Representation or Warranty; Limitation of Liability. No approval of Plans shall ever be construed as representing or implying that such Plans will, if followed, result in a properly constructed structure complying with all applicable legal requirements or built in a good and workmanlike manner or be deemed approval of the Improvement from the standpoint of safety, whether structural or otherwise. Neither the Developer, the Association, nor any members of the Board shall be liable in damages to anyone submitting Plans for approval, or to any Owner or occupant of any part of the Subject Property affected by this Declaration, by reason of or in connection with the approval or disapproval or failure to approve any Plans submitted. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant of any portion of the Subject Property involved herein agrees, by acquiring title thereto or any interest therein, that such person will not bring any action or suit against the Developer, the Association, or any of the members of the Board to recover any such damages.

C. Inspection of Improvements. The Board or its duly authorized representative, as well as the City of LaPorte ("City"), shall have the right, but not the obligation, to inspect any Improvements to a Tract prior to or after completion of any Improvements.

D. Notice of Completion. Promptly upon completion of any Improvements, Owner shall deliver a notice of completion ("Notice of Completion") to the Board and the City and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Board shall be deemed to be the date of completion of such Improvements, provided that the Improvements are, in fact, completed as of the date of receipt of the Notice of Completion.

E. Notice of Non-Compliance. If, as a result of inspections or otherwise, the Board and/or the City finds that any Improvement has been constructed or undertaken without obtaining the approval of the Board and/or the City, or has been completed other than in substantial conformity with the Plans furnished by the Owner to and approved by the Board and/or the City, as applicable, or has not been completed within a reasonable period of time (as agreed upon by the Board and/or the City, or, if no agreement, as determined by the Board and/or the City, in its sole good faith discretion) after the date of approval by the Board and/or the City (as determined by the Board and/or the City), subject to delays due to "Force Majeure" (hereafter defined) causes, the Board and/or the City shall notify the Owner and the City or the Board, as applicable, in writing of the noncompliance, which notice (the "Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Board and the City receive a Notice of Completion from the Owner. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be reasonably necessary to remedy the noncompliance. The Notice of Noncompliance may be filed in the public records and the cost of preparing and filing the same and the release thereof shall be paid by such Owner.

F. No Waiver or Estoppel. No action or failure to act by the Board shall constitute a waiver or estoppel with respect to future action by the Board.

G. Variances. The Board may authorize variances from compliance with any of the provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures within set-back lines established by this Declaration, on a plat (or plats) of the Subject Property, parking requirements, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require or when such variance would result in a more common beneficial and/or efficient use and not detract from the overall development plan for the Subject Property as determined by the Board. Such variances must be evidenced in writing and shall become effective when signed by a majority of the members of the Board. The granting of a variance in one instance shall not require the Board to grant a similar variance for another portion of the Subject Property. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; **PROVIDED, HOWEVER, THAT THE GRANTING OF A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS OF THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR TRACT AND PARTICULAR PROVISION HEREOF COVERED BY THE VARIANCE, NOR SHALL THE GRANTING OF A VARIANCE AFFECT IN ANY WAY THE OWNER'S OBLIGATION TO COMPLY WITH ALL GOVERNMENTAL LAWS AND REGULATIONS AFFECTING THE PROPERTY CONCERNED, INCLUDING, BUT NOT LIMITED TO ZONING ORDINANCES OR REQUIREMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION. THE OWNERS ACKNOWLEDGE THAT ONLY THE CITY SHALL BE AUTHORIZED TO GRANT VARIANCES AND SPECIAL EXCEPTIONS TO THE CITY ZONING ORDINANCE AND GOVERNMENTAL LAND USE RESTRICTIONS THROUGH THE ZONING BOARD OF ADJUSTMENT. THE BOARD AGREES TO INFORM THE CITY IN WRITING ("VARIANCE NOTICE") PRIOR TO THE GRANTING OF ANY VARIANCE REQUEST OF THE ISSUE UNDER CONSIDERATION AND THE PROPOSED ACTION BY THE BOARD SO THAT THE CITY CAN VERIFY THAT THE PROPOSED VARIANCE, IF GRANTED, WOULD NOT VIOLATE ANY ZONING ORDINANCES, LAND RESTRICTIONS OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THAT CERTAIN DEVELOPMENT AGREEMENT DATED ON OR ABOUT THE DATE HEREOF BETWEEN DEVELOPER AND THE CITY, AND JOINED IN BY THE OTHER OWNERS.** If the City objects to the granting of the variance, the City shall notify the Board (through its representative designated in the Variance Notice) within ten (10) business days following the City's receipt of the Variance Notice. If the City fails or refuses to approve or disapprove the variance request within such ten (10) day period, the City will be deemed to approve such variance request.

3.

CONSTRUCTION-RELATED RESTRICTIONS

A. Exterior Materials. Each of the Improvements to be located on any portion of the Subject Property shall be constructed with exterior materials of brick, masonry, stone, marble, or permanently finished (in a manner approved in writing by the Board in their discretion) concrete and/or glass, or of an equivalent, permanent, architecturally-finished material to finished grade. All exterior finishes shall be approved by the Board. No Improvement shall be covered with aluminum, iron, steel or other metal surface or finish unless previously approved in writing by the Board. Sidewalks of a design and location approved by the Board shall be constructed along one side of the right-of-way of all dedicated public streets (except State Highway 146) abutting any property line. Any concrete block exterior surfaces shall be painted. All exterior tilt-up concrete walls must be painted unless constructed with decorative aggregate exterior designs.

B. Building Set Backs. No building or structure or other facility of any nature shall be constructed or erected on a Tract between the adjoining street or roadway right-of-way line or adjoining side or rear property lines and the "Set Back Lines" (defined below) which shall run parallel to the Property as follows:

(1) For all buildings or other structures which are located along State Highway 146, the "Set Back Lines" along such streets and roadways shall be a minimum of fifty feet (50');

(2) For all buildings or other structures fronting any street or roadway, other than State Highway 146, the "Set Back Lines" along such streets or roadways shall be a minimum of twenty-five feet (25') or in accordance with the approved Final Plat of Port Crossing.

(3) For all buildings or other structures, the "Set Back Lines" along any side or rear property line not adjoining a street or roadway shall be a minimum of ten feet (10'); and

(4) The "Set Back Lines" for paving for parking areas which front State Hwy. 146 or any other streets or roadways within the Subject Property shall be determined by the Board. However, in no event shall any paving for parking be closer than ten feet (10') to any side or rear property line not adjoining a street or roadway.

For purposes of this Declaration, all Set Back Lines shall be measured from (a) the right-of-way line of the street or roadway adjoining the Tract as such right-of-way line exists at the time that the construction of the improvements on the Tract is commenced, or (b) the adjoining side or rear property line, as applicable.

C. Parking. Each Owner or lessee shall at all times devote a sufficient portion of its Tract to providing paved off-street parking facilities adequate for the use(s) to which its Tract is put and otherwise sufficient to comply with any applicable law, rule, regulation or ordinance, but not less than the following:

<u>Use</u>	<u>Number of Spaces</u>
Office	4 minimum, plus 3 spaces per 1000 square feet of net usable area
Retail	4 minimum, plus 4 spaces per 1000 square feet of net usable area
Commercial Services, Manufacturing or Limited Warehousing and Distribution	3 spaces per 1000 square feet of office area and one space per 1500 square feet of non-office area, but not less than one space per 1.5 non-office employees

Parking will not be permitted on any street or at any place other than the paved parking spaces provided therefore. Each Owner and lessee shall be responsible for compliance with this Paragraph C by constructing or exhibiting paved parking areas on such Owner's Tract, provided that paved parking areas shall cover not more than eighty-five percent (85%) of the area between a building and a dedicated or private street.

The Board reserves the right during its review of construction plans to relax minimum parking requirements, subject to compliance with all City of La Porte regulations and ordinances, on the Tracts where necessary or desirable to accomplish more effective and compatible land utilization.

D. Signs. All signs shall be in locations and of a design and material approved in writing in advance by the Board. No more than two (2) free standing ground or berm mounted permanent signs shall be permitted for each Tract, unless a Tract has frontage on two or more streets, in which case no more than three (3) free standing ground or berm mounted permanent signs shall be permitted for such Tract. Unless otherwise approved in writing by the Board, all other signs must be attached to a building and shall be parallel to and contiguous with its wall and not project above its roof line. No neon sign or sign of a flashing or moving character shall be installed and no sign shall be painted on a building wall.

Directional and traffic control signs, and signs advertising the sale or lease of a Tract are also permitted upon the written approval of the design and location by the Board. In the event a building has multiple tenants, all tenants may be shown on one of the permitted signs, at the discretion of the owner of the Tract. The Board shall have the right, and hereby reserves an easement, to enter upon any and all portions of the Property to remove any signs that are in violation of this Article 3 upon reasonable notice to the Owner or lessee of such portion of the Property, all at the expense of such Owner or lessee. The Board may promulgate sign guidelines (which shall include guidelines for pylon signs, monuments and flagpoles) which may be modified by the Board from time to time in its sole good faith discretion. Notwithstanding the Board's approval of any signs, all signs also shall comply with the City's zoning ordinance and be permitted by the City.

E. Harmful Substances. No affluent containing harmful bacteria, poisonous acids, oils or other harmful substance shall be permitted to drain or drift beyond the property lines of any Tract.

F. Loading/Unloading. Delivery vehicle loading and unloading shall occur on-site only and street delivery vehicle loading and unloading is not permitted. Loading/unloading facilities shall be separated from employee, customer and visitor circulation and parking areas.

Loading docks will not be permitted to face any public street or right-of-way, unless otherwise approved by the Board, and provision must be made for handling all freight on those sides of a building which do not face a street; provided, however, that in any instance in which a building would face streets on all of its sides, a loading dock or docks will be permitted on the two sides of such building which are, respectively, farthest from frontage streets unless the Developer shall in writing permit a loading dock on another side of such building. All loading docks must be screened from public view in a manner approved in writing by Developer prior to construction or alteration of any building.

G. Outside Storage or Operations; Screening. No outside storage of any kind shall be permitted except as expressly provided herein, or as otherwise approved in writing by the Board. Retail sales equipment may be displayed outside in a manner which is architecturally compatible with the other Improvements on the Tract, with the approval of the Board. Water towers, cooling towers, communication towers, fans, exterior processing equipment, storage tanks, roof-top equipment, ground-mounted equipment, and any other similar structures or equipment shall be architecturally compatible with the other Improvements on the Tract, or effectively shielded from view from a dedicated or private street in a manner approved in writing by the Board prior to construction. All screening devices shall be subject to compliance with all laws, regulations, codes and ordinances of all applicable governmental authorities.

The right of a purchaser, grantee, Owner or lessee to use any building or buildings shall not be construed to permit the keeping of articles, goods, materials, incinerators, storage tanks, boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, boat rigging or other vehicles or associated equipment of a recreational or commercial nature, refuse containers or like equipment in the open or exposed to public view, or view from adjacent buildings. If it shall become necessary to store or keep such materials or equipment in the open, they shall be screened from view in a manner approved in writing by Developer. Adequate screening must also be provided to shield such stored materials and equipment from view from the ground floor level of all adjacent buildings. Under no circumstances shall any materials or equipment be stored within the applicable Set Back Line for any street.

H. Utility and Drainage Easements. Developer reserves the right, without the necessity of joinder of any Owner or other person or entity (and each and every Owner or lessee, by its acceptance of a deed or ground lease covering any portion of the Subject Property, hereby grants to Developer the right), to grant, dedicate, reserve or otherwise create, from time to time, easements ("Utility Easements") for public utility purposes in, on, over, through and across any portion of the Subject Property lying within twenty-five feet (25') of any street (dedicated or private) and within ten feet (10') of any side or rear property line, said easements to be for the purpose of laying, constructing, installing, maintaining, operating, inspecting, repairing, altering, substituting, replacing and removing any and all lines, cables, pipes, conduits, wires, poles, equipment and other necessary or desirable appurtenances for providing utilities (including, without limitation, electric, water, gas, telephone, sanitary sewer, drainage utilities and cable and other communications facilities) to the Subject Property; such easements to be for the use and

benefit of Developer, and any utility or cable company to whom Developer conveys or grants an easement for the purpose of providing utilities and related services to the Subject Property and the Owner of any portion of the Subject Property, their heirs, legal representatives, successors and assigns. If applicable, Owners shall have the right to use the drainage easement and to tie into any such utility lines located on such Owner's respective Tract upon payment of any tie-in charge imposed by the utility company, or by any party providing such utility service. No structure shall be erected on any of said easements, and no improvements may be placed within said easements without the prior written approval of the Board and any utility company using such easements. Easements may be crossed by driveways and walkways provided the Owner secures the necessary prior approval of the effected utility companies furnishing services, and provides and installs any special conduit and other equipment of approved (by the utility companies) type and size, under such driveways and walkways prior to construction thereof.

Title to any Tract conveyed by Developer by deed or other conveyance or ground lease shall not be held or construed in any event to include the title to the easement estates in favor of third parties affecting the Tract or any improvements within such easements or appurtenances thereto, constructed by or under Developer, the Association, third parties or their respective agents through, along, or upon any portion of the Subject Property, and the right to maintain, repair, sell, lease or replace such facilities or the appurtenances thereto (but not the Tract) to any municipality or other governmental agency or to any public service corporation or to any other party, is expressly reserved in Developer and the Association.

An easement is hereby granted to utility companies and other entities supplying service (and agents and contractors thereof) for reasonable ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones, cable service, electricity, gas and appurtenances thereto, on, above, across and under the Subject Property within the utility easements from time to time existing to and from service lines situated within such easements to the point of service on or in any structure situated on the Tracts. Further, an easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Subject Property in performance of their duties. Neither Developer nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or other improvements (except damage to the aforementioned special conduit and other equipment, if any) located on the land covered by said easements, except to the extent of their respective gross negligence or willful misconduct.

I. Temporary Structures. No tent, shack, temporary building or structure, other than construction offices and structures for related purposes during the construction period, shall be installed or maintained on any Tract without the prior written approval of the Board. All temporary structures used for construction purposes must receive approval by the Board with regard to location and appearance, and must be removed promptly upon completion of construction.

J. Fences. All fences installed by an Owner along or in the vicinity of the boundary lines of such Owner's Tract shall be approved by the Board and further subject to compliance with all laws, regulations, codes, and ordinances of all applicable governmental authorities.

K. Landscaping. Two complete sets of landscaping architectural plans must be submitted to the Board for written approval prior to commencement of construction on a Tract. All open, unpaved space, including, but not limited to, front, side and rear building setback areas, shall be planted and landscaped, according to the plan approved in writing by Developer. Landscape plans submitted for approval of the Board shall indicate the number, size, spacing and species of shrubs and trees, and the species of ground cover. A sprinkler system of approved design shall be installed in all landscaped areas. The Board will require reasonable landscaping of any traffic or parking island located within or at the edges of any parking areas. Landscaping in accordance with the plans approved by the Board must be installed within thirty (30) days following the occupancy of a building or Tract. This period may be extended by the Board in the event of Force Majeure delays. The Board may promulgate landscaping guidelines which may be modified by the Board from time to time in its discretion. All landscaping installed by an Owner shall be subject to compliance with all laws, regulations, codes, and ordinances of all applicable governmental authorities.

4.

MAINTENANCE OF PROPERTY

The Owner or lessees of any portion of the Subject Property shall have the duty of and responsibility for keeping their respective Tract and landscaping, vegetation, premises, Improvements and appurtenances, in a well-maintained, safe, clean, sanitary and attractive condition at all times, in compliance with all applicable regulations of governmental agencies having jurisdiction over health, environment, safety and pollution control. No refuse or waste materials shall be permitted to accumulate on any part of the Subject Property but shall be regularly collected and disposed of. If, in the opinion of the Developer, any such Owner or lessee is failing in this duty and responsibility, then Developer may give such Owner or lessee, or both, written notice of such fact, and such Owner or lessee must, within ten (10) days of such notice, undertake the care and maintenance reasonably necessary to restore such Owner's or lessee's property to a safe, clean and attractive condition. Should any such Owner or lessee fail to fulfill this duty and responsibility after such notice, then the Developer shall have the right and power to perform, or have performed, such care and maintenance, including, without limitation, the mowing of any vacant Tract, and the Owner and lessee (and/or both of them) of the Tract on which such work is performed by the Developer shall be liable for the cost of any such work and shall promptly reimburse the Developer for the cost thereof. If such Owner or lessee shall fail to so reimburse the Developer within thirty (30) days after being billed therefore, then said cost shall be a debt of such owner or lessee (and both or them), payable to the Developer, and shall be secured by the same lien that secures the payment of "Assessments" (hereafter defined), which lien shall be subordinate to any now existing or hereafter created valid liens securing purchase money, the cost of construction or permanent financing therefore, or any renewal or extension of such liens. From and after the Transfer Date, the Association automatically shall have the authority reserved to the Developer in this Article 4 to cure any default of an Owner or lessee. The Developer may delegate such right to cure any default of the Owner or Lessee to the Association prior to the Transfer Date.

The Developer and Port Crossing Association hereby agree to maintain all drainage and detention areas within the development.

5.

INSURANCE, INDEMNITY AND CASUALTY LOSS

A. Each Owner, with respect to its Tract, including the Improvements and any operations thereon, shall maintain at all times during the term of this Declaration, commercial general liability insurance (including contractual liability insurance) with combined single limit coverage for personal injury, bodily injury or death or property damage or destruction (including loss or the use thereof) in the amount of not less than Three Million Dollars (\$3,000,000), (which coverage may be in the form of combined single limit coverage, with an aggregate, or a combination of combined single limit coverage with umbrella coverage), provided further that the amount of such coverage is consistent with industry standard for similar buildings and the cost thereof is not financially prohibitive. Additionally, the Board shall have the right to require an increase in the aggregate limit of such liability insurance if it becomes industry standard to provide increased amounts of coverage. Such insurance shall be maintained in reputable, financially responsible insurance companies, licensed to do business in Texas, and each Owner shall furnish to the Board upon request a certificate or copy of its respective insurance policy conforming with the provisions hereof. The Developer and Board shall be named as an additional insured under each Owner's commercial general liability insurance policy, and such coverage shall be primary to any coverage maintained by the Developer and/or the Board.

B. Each Owner shall maintain, at its cost, property damage insurance covering the full replacement value of all Improvements located on their respective Tract, insuring against the perils of fire, lightning, extended coverage vandalism and malicious mischief, and flood insurance (if available) from time to time. Such insurance shall be maintained in a reputable, financially responsible insurance company, and the Owners shall furnish to any other Owner upon request a certificate or copy of its policy of insurance conforming to the foregoing provisions.

C. SUBJECT TO THE PROVISIONS OF PARAGRAPH D. BELOW, EACH OWNER ("INDEMNITOR") COVENANTS TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DEVELOPER, BOARD AND EACH OTHER OWNER ("INDEMNITEE") FROM AND AGAINST ALL CLAIMS, COSTS, EXPENSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED IN CONNECTION WITH (I) ALL DAMAGES AND CLAIMS, INCLUDING ANY ACTION OR PROCEEDING BROUGHT, ARISING FROM OR AS A RESULT OF THE DEATH OR INJURY OF ANY PERSON, OR DAMAGE TO THE PROPERTY OF ANY PERSON OR ENTITY, WHICH SHALL OCCUR ON THE TRACT OWNED BY EACH INDEMNITOR, EXCEPT FOR CLAIMS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR OMISSION OF THE INDEMNITEE, ITS LICENSEES, CONCESSIONAIRES, AGENTS, SERVANTS OR EMPLOYEES, OR THE AGENTS, SERVANTS OR EMPLOYEES OF ANY LICENSEE OR CONCESSIONAIRE WHEREVER THE SAME MAY OCCUR; AND (II) ALL DAMAGES AND CLAIMS ARISING FROM OR AS A RESULT OF THE DEATH OR INJURY OF ANY PERSON, OR DAMAGE TO THE PROPERTY OF ANY PERSON OR ENTITY WHICH OCCUR ON ANOTHER OWNER'S PROPERTY AS A RESULT OF THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE INDEMNITOR.

D. Notwithstanding anything contained in this Declaration to the contrary, each Owner ("Injured Owner") hereby waives any and all rights of recovery, claims, actions or cause of actions against another Owner, Developer and the Association and such other Owner's, Developer's and the Association's agents, servants, partners, shareholders, directors, trustees, officers or employees (collectively, the "Injuring Owner") for any loss or damage that may occur upon the Injured Owner's property or to any personal property of such Injured Owner by reason of fire, the elements or any other cause which is insured against (or could be insured against) by the terms of policies maintained by the Injured Owner or policies required to be maintained by Injured Owner pursuant to the terms of this Declaration, including the negligence of the Injuring Owner, its agents, officers, partners, shareholders, directors, trustees, servants or employees and no insurer shall have any right of subrogation or assignment against such Injuring Owner.

E. The insurance coverages described in Paragraphs A. and B. above may be carried under a policy or policies covering other liabilities, properties and locations of an Owner of the Tract subject to this Declaration or a subsidiary or affiliate or controlling corporation of such Owner. Each insurance policy or policies shall contain a provision that such policy may not be cancelled without a thirty (30) day written prior notice by the insurer to Developer and the Association.

F. In the event of a casualty loss to any Improvements, the affected Owner shall either (i) within a commercially reasonable time, not to exceed ninety (90) days after the occurrence of the casualty loss, commence to repair all exterior and structural portions of such Improvements to the condition which existed immediately prior to such damage or destruction or to such other condition approved by the Board, and complete the repair or restoration within one hundred eighty (180) days after the occurrence of the casualty loss, subject to Force Majeure delays or (ii) within a commercially reasonable time, not to exceed ninety (90) days after the occurrence of the casualty loss, demolish and remove its damaged Improvements leaving a graded and landscaped and/or seeded area. In the event of any such casualty loss or destruction, each Owner shall as soon as possible repair any common utility lines located upon its Tract which service another Owner's Tract. Any Owner that does not elect to repair or reconstruct after a casualty loss shall be entitled to retain all its insurance proceeds in connection with such casualty loss provided that such Owner demolishes and removes the damaged Improvements; otherwise, the insurance proceeds to cover the costs and expenses of demolishing and removing all damaged Improvements on its Tract shall belong to and be paid to the Association.

6.

ENVIRONMENTAL REMEDIATION

Each Owner ("First Owner") agrees to indemnify, defend and hold harmless each of the other Owners ("Other Owners") from and against any costs, fees or expenses (including, without limitation, environmental assessment, investigation and environmental remediation expenses, third party claims and environmental impairment expenses) incurred by any of the Other Owners in connection with First Owner's generation, storage, transportation, treatment or disposal of Hazardous Substances at, to or from the portion of the Subject Property owned by the First Owner, including, but not limited to, Other Owners' costs in connection with monitoring such compliance. "Hazardous Substances," as used in this Article 7I means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq), as amended from time to time, and regulations promulgated there under; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq), as amended from time to time, and regulations promulgated there under; (c) any oil, petroleum products, and their by-products; (d) any substance the presence of which on the portion of the Subject Property, (including, without limitation, in the soil, air, structures and surface and sub-surface waters) owned by the First Owner is prohibited, regulated or restricted by any law or regulation similar to those set forth in this definition, and (e) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

7.

ENFORCEMENT

Any notice to the Developer or Board, as applicable, or request for approval by the Developer or Board, as applicable, shall be made to the Developer or Board, as applicable, in writing, and shall be sent to the Developer or Board, as applicable, by certified or registered mail, postage prepaid, addressed to the then current address of such entities as announced from time to time. Initially, the address of the Developer is: Port Crossing, 3330 S. Sam Houston Parkway E., Houston, Texas 77047, Attention: Russell D. Plank. If any request for approval of a variance or exception to the restrictions provided herein, subject to compliance with all applicable laws, regulations, and ordinances of the City of La Porte or approval of any proposed action by an Owner is required to be made by the Developer or Board, as applicable, the Developer or Board, as applicable, shall, within thirty (30) days after the request is made, give the person making the request, at such person's address as shown in the request, written notification either of the approval by the Developer or Board, as applicable, or of its rejection of the request, with a specification of the reasons for such rejection. If the Developer or Board, as applicable, fails to give to the person requesting such approval notification of rejection within such 30-day period as provided for above, the Developer or Board, as applicable, shall be conclusively deemed to have given its approval with regard to the request made. Any approval or rejection given by the Developer or Board, as applicable, shall be in writing, and shall be signed by the Developer, or Board, as applicable, and any written approval, rejection or other communication by the Developer or Board, as applicable, may be relied upon, as the act of the Developer or Board, as applicable, by the person receiving such approval, rejection or other communication.

The Developer, including any successor owner of a substantial portion of the Subject Property succeeding the Developer as a developer of the Subject Property, any Owner and the Association (collectively, the "Principal Beneficiaries") shall have the right to enforce the restrictive covenants set forth in this Declaration against any person or persons violating or attempting to violate this Declaration. No tenant, lessee or occupant of any portion of the Subject Property and no customer or invitee of any such tenants, lessee or occupant and no other party whomsoever (other than a Principal Beneficiary, as aforesaid) shall have any rights to enforce any provision of this Declaration. In the event of a violation or attempted or threatened violation of any provision of this Declaration, in addition to all other rights and remedies available at law or in equity, a Principal Beneficiary shall be entitled to obtain restraining orders and injunctions (temporary and permanent) enjoining and prohibiting such violation, attempted or threatened violation and commanding compliance with the provisions of this Declaration, without the necessity of posting a bond.

COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessment. The Developer for each Tract owned within the Subject Property, hereby covenants, and each Owner of any Tract by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the Association assessments or charges imposed from time to time by the Board for the purposes set forth in Section 8.B. below (hereinafter referred to as "Assessments"). The Board shall have the right to adopt and from time to time revise and amend procedures for the purpose of establishing the Assessments, due dates, billing and collection of the Assessments, provided that such procedures are not inconsistent with the provisions hereto. The assessments established by the Board shall commence against the subject Property on August 1, 2006. The Assessments shall be uniform as to each Tract on a per square foot basis according to the land area comprising such Tract. If the Assessments have commenced to accrue against the Owners, then, at the time an Owner takes title to a Tract, the installment for that month shall be prorated as of the day the Owner takes title. Any Assessments not paid and received within ten (10) days from the due date shall be deemed delinquent and, without notice, shall bear interest until paid at fifteen percent (15%) per annum, not to exceed the maximum non-usurious rate allowed by applicable law. The Board, at its option, may impose and collect late charges on delinquent payments, in addition to interest, in an amount to compensate the Association for the administrative burden of dealing with the delinquency.

To secure the payment of the Assessments levied hereunder and any other sums due hereunder (including, without limitation, reasonable attorney's fees and costs of collection, interest or late charges), a vendor's lien and superior title shall be and is hereby reserved, and a contractual lien is hereby created, in favor of the Association, in and to each Tract and assigned to the Association, which liens shall be enforceable as hereinafter set forth by the Board or its appointed agent ("Agent") on behalf of the Association.

Notice of the unpaid amounts, at any time, secured by the liens referred to, reserved by and created in this Article 8 may, but shall not be required to be given by the recordation in the Real Property Records of Harris County, Texas of a "Notice of Non-Payment," duly-executed and acknowledged by an Agent of the Association, setting forth the amount owed, the name of the reputed Owner or Owners of the affected Tract according to the books and records of the Association, and the legal description of such Tract. The cost of preparing and filing the Notice of Non-Payment and its release shall be secured by the lien therefor.

Each Owner, by acceptance of a deed to such Owner's Tract, hereby expressly recognizes the existence of such liens as being prior to such Owner's ownership of such Tract and hereby vests in the Board or its Agent the right and power to bring all actions against such Owner or Owners personally for the collection of such Assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including by judicial and/or non-judicial foreclosure. Additionally, by acceptance of the deed to such Owner's Tract, each Owner expressly grants a power of sale such Owner's Tract and all Improvements thereon, and all rights appurtenant thereto for the purpose of securing the aforesaid Assessments and other sums due hereunder remaining unpaid by such Owner from time to time. The Agent may be changed at any time by the Board. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such liens, then it shall be the duty of the Agent, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Tract and all Improvements thereon, and all rights appurtenant thereto, at the door of the County Courthouse of Harris County, Texas (in the area designated by the Commissioner's Court of Harris County, Texas, for such purpose), on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash after the Agent shall have given notices of the proposed sale in the manner hereinafter set forth, or as provided by statute, whichever is less burdensome. Following sale, the Agent shall make due conveyance of the Tract and all Improvements thereon to the purchaser or purchasers,

and may, but shall not be required to, give a general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Tract and all Improvements thereon and their heirs, executors, administrators, successors and assigns. The Agent shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse door of Harris County, Texas, by filing such notice with the County Clerk of Harris County, Texas, at least twenty-one (21) consecutive days preceding the date of sale, and, in addition, the Agent shall serve written notice at least twenty-one (21) days preceding the date of sale by certified mail on each debtor obligated to pay the debt according to the records of the Association of such sale and the notice thereof shall comply with the provisions of Section 51.002 of the Texas Property Code, as it may be amended from time to time. Service of such notice shall be completed upon deposit of the notice in the United States mail, properly addressed to such debtor obligated to pay the debt at the most recent address as shown by the records of the Association. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service. If any change in Texas law occurs subsequent to the date hereof, this paragraph A of Article 8 shall be amended to comply with such change in Texas law.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such sale, including reasonable attorneys' fee and reasonable trustees' fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default, plus interest thereon; and, third, the remaining balance shall be paid to such Owner and/or such Owner's mortgagee. From and after any such foreclosure, the occupants of such Tract shall be required to pay a reasonable rent for the use of such Tract and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Tract by forcible detainer without further notice.

B. Purpose of Assessments. The Assessments levied by the Board shall be used exclusively for the purpose of: (i) the operating costs and expenses of the Association; (ii) the payment of all organization costs and attorney fees incurred by the Association in connection with the enforcement of this Declaration, including, without limitation, enforcement of parking restrictions; (iii) the maintenance, replacement and repair of any Private Streets and any Improvements located within the Private Streets (but not the initial construction of the Private Streets); (iv) the establishment and maintenance of capital and operating reserves that the Board determines to be necessary and desirable; (v) the payment of any ad valorem or other taxes due on any property owned by the Association; (vi) the payment of any costs or expenses incurred with respect to the provision of any facilities and services related to the Private Streets and other portions of the Subject Property determined to be necessary by the Board; (vii) street lighting, street sweeping and street maintenance of any private streets in the Subject Property and maintenance of entry markers, greenbelts, signs, detention ponds, retention areas, esplanades and landscape reserves and other common areas owned by the Association or dedicated to a governmental entity; (viii) planting, landscaping, watering, irrigation, mowing, tree surgery and general upkeep and maintenance of plants or landscaped areas of the common areas owned by the Association; (ix) reimbursement of reasonable and customary costs and expenses of the Association in connection with its operation and management and administration of this Declaration (including, but not limited to, common engagement of third party architects, engineers, attorneys, accountants, managers and other consultants in connection with the administration of this Declaration) and such other non-capital items of expenses as may be deemed by the Association, in its discretion and in good faith, to be necessary or desirable for the carrying out of this Declaration; and (x) promotion of the recreation, health, and safety (including, without limitation, security patrols and other security measures if deemed necessary by the Association; provided however, that the Association shall not be obligated to provide security patrols or other security measures and the provision of any security measure does not guarantee the safety of any Owners, employees, guests, contractors or invitees or that the property of any Owner, guest, contractor or invitee will not be damaged, vandalized or stolen) and the general welfare of the Owners and lessees the Subject Property.

C. Maintenance Fund. The Assessments collected by the Association shall be paid into a maintenance fund (the "Maintenance Fund") and shall be held, managed, invested and expended by the

Board, in its sole good faith discretion, for any of the permitted purposes. The Board and the Directors shall not be liable to any person or entity as a result of any action taken by the Board with respect to the Maintenance Fund, except for willful misconduct or fraud.

D. **Basis of Maximum of Annual Assessments.** Notwithstanding the provisions of Paragraph A of this Article 8 to the contrary, the maximum initial annual Assessment shall be two cents (\$0.02) per square foot of land area in the Subject Property. From and after January 1, of the next succeeding calendar year following the imposition of the Assessment, the annual Assessment may be increased as follows:

The Developer may determine and certify that the then current annual Assessment is not sufficient to meet reasonable expenses of maintaining and enforcing this Declaration and, the Developer may increase the annual Assessment by an amount which shall not exceed the greater of: (i) 10% or (ii) an amount equal to the yearly rise in the United States Department of Labor, Bureau of Labor Statistics ("BLS"), Consumer Price Index (for All Urban Consumers CPI-U) Houston-Galveston-Brazoria, TX. – All Items (1982-84 = 100) (the "Index") as of July of each year from the preceding July. If, however, the index should be discontinued, such calculation shall be made by use of another reputable index selected by the Board which is recognized by BLS and is comparable to the Index. Additionally, if the base period of the Index (currently 1982-84 = 100) is hereby modified, the base period used in making the aforesaid calculation shall be appropriately adjusted by the Board to reflect such modification and if the Index is published in such manner that an Index figure is not available each July, then the Index figure published for the most recent month preceding July shall be used.

The annual Assessment shall not be increased more than once in any calendar year. However, the right to increase the annual Assessment, as aforesaid, shall be cumulative and in the event the annual Assessment is not increased to the maximum amount allowed for any one or more years, then the Developer shall thereafter have the right to increase any subsequent annual Assessment to an amount equal to the maximum annual Assessment that would have been chargeable for that year as if the annual Assessment had been increased by the maximum allowable hereunder for each of such prior years.

Notwithstanding the foregoing provisions of this Paragraph 8.D, in the event the Board determines that it is necessary to increase the annual Assessment more than the amount prescribed by the formula, the Board, by majority vote, and the affirmative vote of two-thirds (2/3rds) of those Owners who are voting in person or by proxy at a meeting duly called for such purpose, may increase the maximum annual Assessment for the subject calendar year. Once the maximum annual assessment for any calendar year is increased pursuant to the provisions of this grammatical paragraph, the amount to which it has been increased shall be the amount used to determine the maximum annual Assessment for the next calendar year.

E. **Subordination of Assessment Lien to Mortgages.** The liens securing the Assessments provided for herein shall be subject and subordinate to (i) all liens for taxes or assessments levied by the City, County and State Governments or any political subdivision or special district thereof and (ii) the lien of any duly-recorded first and/or second mortgage lien or first and/or second lien deed of trust upon one or more Tracts made in good faith and for purchase money or improvements. The sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract which is subject to any first or second mortgage lien, pursuant to a foreclosure of such lien or a conveyance in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve the new Owner of such Tract from liability for any assessment thereafter becoming due according to the terms herein contained or from the lien thereof.

F. **Exempt Property.** Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of assessments: (a) any areas designated as Common Areas by the Developer and accepted by the Association; and (b) all property dedicated to and accepted by any governmental authority or public utility.

G. Annual Financial Report. The Association shall deliver to each Owner an unaudited annual financial report as required by the Texas Nonprofit Corporation Act not later than sixty (60) days after the end of each calendar year.

9.

PROPERTY OWNERS' ASSOCIATION

The administration of the Subject Property shall be governed by the PORT CROSSING ASSOCIATION, a Texas non-profit corporation ("Association") to be formed not later than one hundred eighty (180) days following the closing of the sale of the first Tract out of the Subject Property. The Association shall act through a Board of Directors ("Board") of not less than three (3) Directors who need not be members of the Association. The initial Directors of the Association shall be selected by the Developer. The initial Directors for the Association shall hold office for an initial term of three (3) years and, thereafter, until their successors are duly elected and qualified. After the expiration of the term of the initial Directors, the members of the Association shall elect a Board of Directors as provided for in the Bylaws of the Association. Directors shall receive no compensation for their services, but, by resolution of the Board, a Director may be reimbursed for reasonable expenses and costs incurred by him in carrying out his duties. The Board shall have the power to enact any rules, bylaws, procedures and regulations, not inconsistent with this Declaration.

"Transfer Date," as used herein, shall mean the earlier to occur of: (i) January 1, 2026; (ii) thirty (30) days following the date that seventy-five percent (75%) or more of the total square footage of the Subject Property has been conveyed to parties not related to or affiliated with the Developer; or (iii) the Developer's recordation of a notice in the Real Property Records of Harris County, Texas, to the effect that the Transfer Date has occurred for purposes of this Declaration.

The Directors and the officers of the Association shall not be personally liable to the Owners, Developer or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any submitted plans), except for gross negligence, willful misconduct or bad faith. Every person who submits any Plans to the Board for approval as herein provided agrees by submission of such Plans, and every lessee or Owner or person claiming by or through an Owner or lessee agrees by acquiring title to any Tract or interest in a Tract, that it will not bring any action or suit against the Association or any director or officer, or any one or more of them, their respective agents, employees, members or assigns, to recover any damages as a result thereof, except for gross negligence, willful misconduct or bad faith.

Any Owner of a Tract within the Subject Property shall be a member of the Association, and shall remain a member for the period of its ownership. Each member of the Association shall be entitled to one (1) vote for each ten thousand (10,000) sq. ft. of the total square footage of the Tract it owns; provided, however, that in the event of the expansion of the Subject Property subject to this Declaration, the votes to which an Owner of land within the Subject Property is entitled shall be revised and adjusted to a ratio that said number of square feet owned bears to the total number of square feet in the Subject Property, as expanded. There shall be no fractional votes. No Owner shall be entitled to vote in any election concerning any action submitted before the Members for their vote during any period in which any such fees or assessments assessed against such Owner are delinquent or such Owner is otherwise in violation, of this Declaration as to which such Owner has received written notice of such violation.

10.

SEVERABILITY

Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11.

ADDITIONAL RESTRICTIONS

The Developer may make additional restrictions applicable to any Tract by appropriate provisions in any deed or deeds hereafter conveying any land within the Subject Property, without otherwise modifying the general plan outlined above, and such other restrictions shall inure to the benefit of the Owners of any other land in the Subject Property in the same manner as though they had been expressed herein. Without the consent of any other party, including any Owner, Developer shall have the right to extend the restrictions and covenants hereof to any land hereafter owned or acquired by Developer, any boundary of which lies within one mile of the Subject Property ("Additional Land") by filing a supplemental declaration, in the Real Property Records of Harris County, Texas, adding the Additional Land to the Subject Property subject to this Declaration. Nothing herein contained, however, shall be deemed to impose any restrictions on any portion of the Additional Land unless Developer, as the owner of the Additional Land or any portion thereof, thereafter elects to subject any portion of the Additional Land to the general plan outlined above by expressly providing for same in any deed or other instrument executed by the Developer, as the owner of the portion of the Additional Land to be made subject to these covenants and restrictions.

12.

TERM

These covenants shall run with the land comprising the Subject Property and shall be binding on all Owners and lessees of any of the Subject Property and their respective heirs, executors, Boards, devisees, successors and assigns, and all persons claiming under them, from the date on which these covenants are recorded though January 1, 2056, after which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to January 1, 2056 (or the end of any extended period) an instrument executed and acknowledged by the persons or entities who then own at least two-thirds (2/3rds) of the total square footage of land in the Subject Property (exclusive of public streets) has been recorded in the Real Property Records of Harris County, Texas, terminating these covenants in whole or in part at the end of any such original or extended term.

13.

AMENDMENTS

Notwithstanding the provisions of Article 12 to the contrary, this Declaration may be amended at any time (subject to compliance with all applicable laws, codes, regulations, and ordinances of the City of La Porte) by the written action of the Owners of at least two-thirds (2/3rds) of the total square footage in the Subject Property, regardless of whether such two-thirds (2/3rds) ownership consists of Developer alone, Developer and Other Owners or Other Owners alone; provided, however, that if such two-thirds (2/3rds) ownership consists of Owners alone, then so long as Developer retains fee simple legal title to at least five (5) acres in the Subject Property, such Other Owners must obtain Developer's written consent to any amendment of this Declaration and Developer agrees to consider any proposed amendment in the exercise of good faith judgment and to describe its objections thereto, if any, in writing in reasonable detail. No amendment shall be effective unless made and recorded ten (10) days in advance of the effective date of such change and unless written notice of the proposed amendment is sent to Developer and every Owner at least thirty (30) days in advance of any action taken prior to recordation. No amendment shall be applicable to existing Improvements on the Subject Property (or the replacement of such Improvements following casualty or other damage if restored in a substantially similar manner and the restoration is in compliance with all applicable laws), unless such instrument(s) shall be signed by all of the then Owners of the Subject Property. Notwithstanding anything herein to the contrary, Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any owner or other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record by Developer for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein or clarifying any provision therein; provided, however, that

any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner; and provided further, that nothing herein shall be construed to permit an amendment providing for a use inconsistent with or prohibited by the provisions of this Declaration.

14.

MISCELLANEOUS

A. Protection of Name. No Owner shall use the phrase "Port Crossing" or any word or words similar thereto in connection with any Tract or any business operated in connection with any Tract, without the prior written consent of Developer. The restriction contained in this Paragraph A is for the sole benefit of and may be enforced only by Developer.

B. Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, facsimile machine (with confirmation of delivery) or overnight air courier service. If served by mail, each notice shall be sent postage prepaid, certified mail, return receipt requested, addressed to any person at the address given by such Person to the Association in writing for the purpose of service of such notice, or to the Tract of such person if no address has been given to the Association and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association.

C. Right of Entry; Enforcement by Self Help. The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any Tract, including any Improvements located thereon, for emergency, security, maintenance, repair or safety purposes, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of the Tract or Improvements.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Improvements or any portion of a Tract to abate or remove, using such force as reasonably may be necessary, any Improvement to Property, other structure, or thing or condition that violates this Declaration, the Bylaws, any Rules and Regulations, or any use restrictions. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgment of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to a reimbursement assessment) shall be borne by the Maintenance Fund of the Association.

D. Platting/Replatting. If for any reason, the Developer should be required or deem it necessary to plat or replat the Subject Property, or any portion thereof, such platting or replatting may be accomplished without the consent of the Other Owners, or their mortgagees; provided, however, that the Developer has obtained the approval of the City and other governmental body or bodies, as applicable, for such platting or replatting. In addition, if for any reason an Owner other than the Developer, should find it necessary or be required to plat or replat all or a portion of the Tract owned by him, such Owner may proceed with the platting or replatting without the consent of the Other Owners, or their mortgagees; provided, however, that (i) such Owner has obtained the approval of the appropriate governmental body or bodies, and (ii) the Board has given its prior written consent to such platting or replatting, which consent shall not be unreasonably withheld or delayed.

E. **Violations of Law.** Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subject Property hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

F. **Remedies Cumulative.** Each remedy provided under this Declaration is cumulative and not exclusive.

G. **Restrictions Construed Together.** All of the provisions of this Declaration shall be construed liberally to promote and effectuate the fundamental concepts of the Subject Property, as set forth in the Declaration.

H. **Number and Gender.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

I. **Estoppel Certificates.** Within fifteen (15) days after receipt of a written request from any Owner, the Association shall certify by written instrument, duly executed and acknowledged, to any lender, purchaser or any other person specified in the request: (i) whether this Declaration has been supplemented or amended, and if so, the substance of the supplement or amendment; (ii) whether the Owner is in violation of any provision of this Declaration, and if so, the description of the violation; (iii) the then current amounts of Assessments and the status of their payment by such Owner; and (iv) any other matters may be reasonably requested by the Owner.

J. **Captions for Convenience.** The titles, headings, and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration.

K. **Force Majeure.** "Force Majeure," as used herein, shall mean any delays in performance by a party required hereunder due to strikes, riots, acts of God, shortages of labor or materials, work, governmental laws, regulations or restrictions, inclement weather or any other causes of any kind whatsoever which are beyond the reasonable control of such party, in which event, the party prevented from performing as a result of such Force Majeure delays, shall be entitled to an extension of the time for performance equal to the duration of such Force Majeure delays.

L. **Governing Law.** This Declaration shall be construed and governed under the laws of the State of Texas.

M. **Mergers or Consolidations.** Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may be transferred by operation of law to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added by operation of law to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, and restrictions established by this Declaration governing the Subject Property, together with the covenants and restrictions established upon any other property, as one plan, subject also to the provisions of the Declaration.

N. **Delay in Enforcement.** No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair, damage, or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

EXECUTED this 26th day of September, 2006.

PORT CROSSING LAND, LP,
a Texas limited partnership

By: Port Crossing Land GP, LLC,
a Texas limited liability company
its general partner

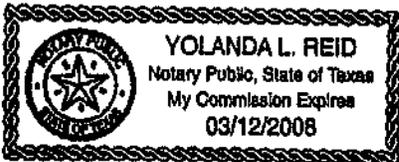
By Russell D. Plank
Russell D. Plank, Vice President

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 26th day of September, 2006, by RUSSELL D. PLANK, Vice President of PORT CROSSING GP, LLC, a Texas limited liability company, general partner of Port Crossing Land, LP, a Texas limited partnership, on behalf of such partnership.



Yolanda L. Reid
Notary Public in and for
The State of Texas

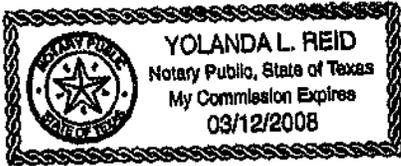
POWELL ROAD LOGISTICS, L.P.,
a Texas limited partnership

By: Powell Road Logistics GP, LLC,
a Texas limited liability company,
its general partner

By Russell D. Plank
Russell D. Plank, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 26th day of September, 2006, by RUSSELL D. PLANK, Vice President of POWELL ROAD LOGISTICS GP, LLC, a Texas limited liability company, general partner of Powell Road Logistics, L.P., a Texas limited partnership, on behalf of such partnership.



Yolanda L. Reid
Notary Public in and for
The State of Texas

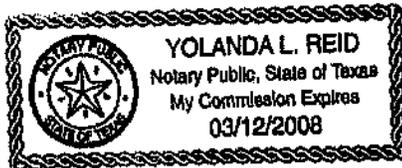
FLPCW, LP,
a Texas limited partnership

By: FLP Candle GP, Inc.,
a Texas corporation,
its general partner

By: George Cook
George Cook, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 26th day of September, 2006, by GEORGE COOK, President of FLP Candle GP, Inc., a Texas corporation, general partner of FLPCW, LP, a Texas limited partnership, on behalf of such partnership.



Yolanda L. Reid
Notary Public in and for
The State of Texas

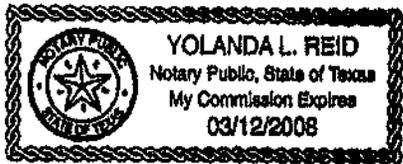
NATIONAL PROPERTY HOLDINGS, L.P.,
a Texas limited partnership

By: National Property Holdings GP, LLC,
a Texas limited liability company
its general partner

By Russell D. Plank
Russell D. Plank, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 20th day of September, 2006, by RUSSELL D. PLANK, Vice President of NATIONAL PROPERTY HOLDINGS GP, LLC, a Texas limited liability company, general partner of National Property Holdings, L.P., a Texas limited partnership, on behalf of such partnership.



Yolanda L. Reid
Notary Public in and for
The State of Texas

DEL PISO INVESTMENTS, LLLP, an Arizona limited liability limited partnership

By: Harl Avenue Investments, L.L.C., an Arizona limited liability company, its general partner

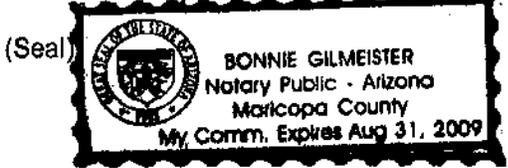
By: [Signature]
Gary Skarsten, Manager

By: [Signature]
Matthew Huarte, Manager

STATE OF ARIZONA §
COUNTY OF ARIZONA §
MARICOPA §

This instrument was acknowledged before me on this the 26 day of September, 2006, by Gary Skarsten, Manager of Harl Avenue Investments, L.L.C., an Arizona limited liability company, general partner of Del Piso Investments, LLLP, an Arizona limited liability limited partnership, on behalf on said limited liability limited partnership.

Given under my hand and seal of office this 26 SEPTEMBER day of July, 2006, A.D.

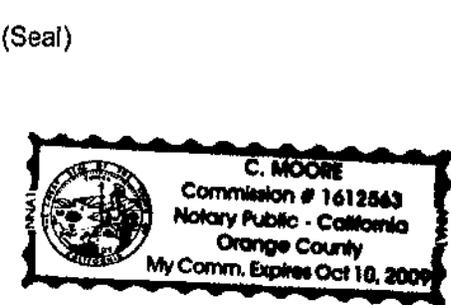


[Signature]
NOTARY PUBLIC, STATE OF ARIZONA
My Commission Expires: 8-31-2009

CALIFORNIA
STATE OF ARIZONA §
COUNTY OF Orange §

This instrument was acknowledged before me on this the 25 day of September, 2006, by Matthew Huarte, Manager of Harl Avenue Investments, L.L.C., an Arizona limited liability company, general partner of Del Piso Investments, LLLP, an Arizona limited liability limited partnership, on behalf on said limited liability limited partnership.

Given under my hand and seal of office this 25 day of July, 2006, A.D.



[Signature]
NOTARY PUBLIC, STATE OF CA
My Commission Expires: 10/10/2009


D R A F T

**DRAFT TRAFFIC CONTROL PLAN
TEXAS IMPORT-EXPORT PARK
An Approximate 291-acre Mixed Use Development
La Porte, Texas**

A commercial mixed use project is to be constructed within a PUD zoning district in the City of La Porte, Texas. This project known as *Texas Import-Export Park* (Project) combines as a planned community, a full range of uses from multifamily to rail-served industrial. Pursuant to the adoption of a Special Conditional Use Permit (SCUP) by the City, this document is to provide guidance as to the control of internal and external automobile and truck traffic generated by the Project. While the General Plan for the Project generally designates the various uses, by ordinance each individual building or development site will require further Site Plan review. That review process will, therefore, include an expansion of the Traffic Control Plan to address site specific issues particular to that use or plan as an addendum to this document.

The goal of the Traffic Control Plan is to insure the efficient flow of traffic to and from and within the Project in a manner that will minimize additional adverse impacts to the existing thoroughfare system of the area. It is intended that the guidance established herein shall be enforced by the Project Property Owners Association (Association) with oversight by the City. This guidance is to be used in the preparation of development site plans as well as the implementation of operational parameters for internal control of all vehicular traffic by the Owner-Developer and assigns, including project managers, tenants, and subsequent individual site owners or businesses.

The site is served by a controlled access principle arterial, State Highway 146, with a planned interchange at Wharton Weems Boulevard, a planned 4-lane collector street, bisecting the Project and turning into Powell Road as a parallel facility to S.H. 146. Due to the relatively limited service area of the Wharton Weems-Powell connection, it will more than adequately accommodate anticipated traffic generated by such a Project.

Therefore, managers, tenants, and business owner-operators are to provide routing instructions for all traffic serving sites within the Project. This shall include employees, company trucks and vehicles, customers, carriers, vendors or regular contractors making repetitive deliveries.

TRAFFIC CONTROL GUIDELINES

The following initial guidelines address the essential initial issues of traffic control relative to the Project and may be amended as more detailed planning and site specific issues develop.

DRAFT

All Project generated traffic shall be directed to ingress and egress the site at the S.H. 146-Wharton Weems Blvd. intersection. Every effort is to be made to discourage or prevent traffic to or from Fairmont Parkway. Internal traffic is to also be directed to the S.H. 146-Weems intersection, especially truck traffic.

Site plan design where practicable shall utilize common driveways and cross-access easements (drives) between sites to facilitate quality and effective internal traffic flow, circulation within the Project.

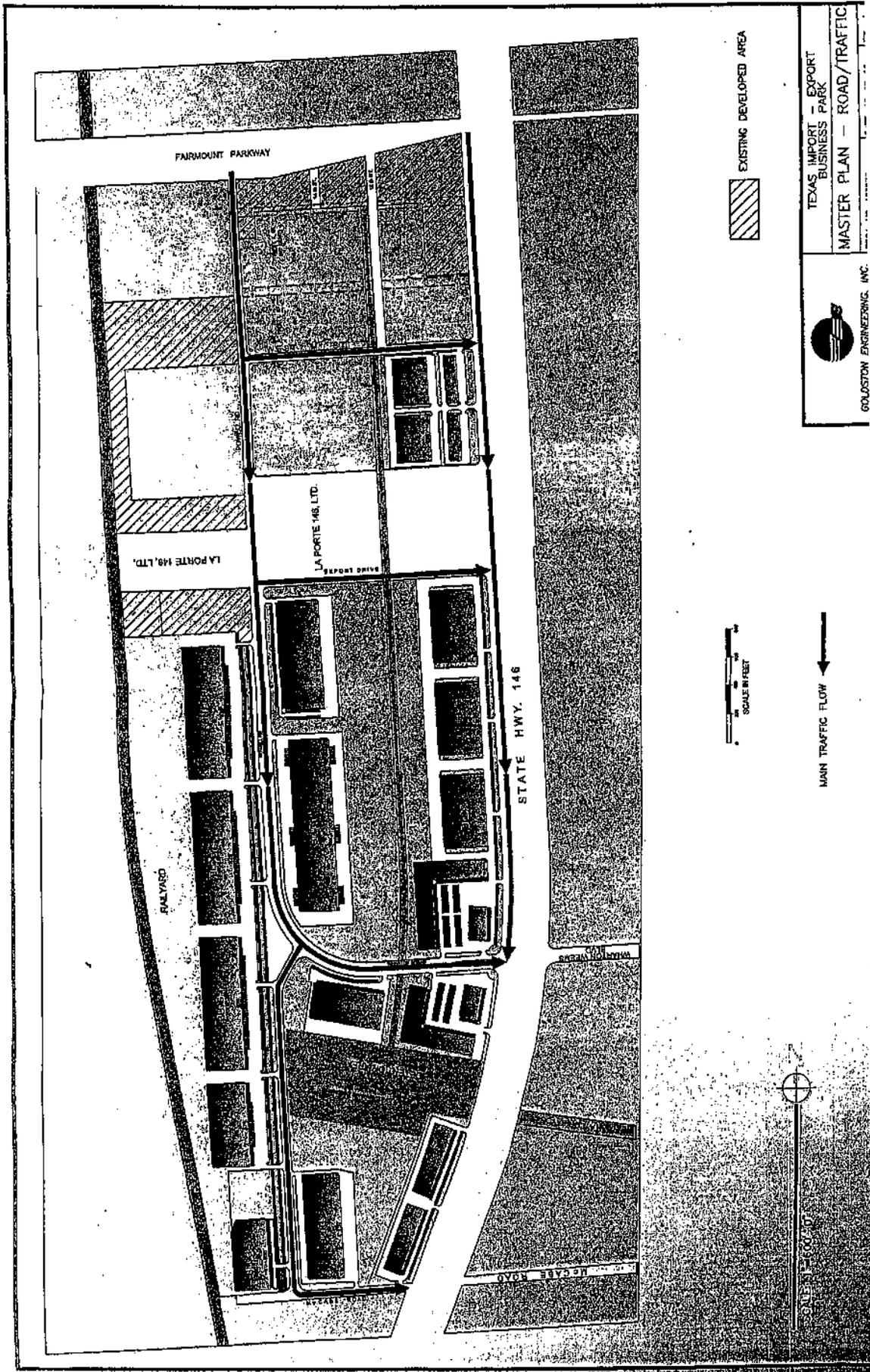
Driveways, especially to S. H. 146, shall be minimized to the extent practicable and within the limits stated within the SCUP. Each building site must be allowed at least one driveway if requested, but sharing of driveways should be encouraged as a policy. Location of driveways opposite each other along Wharton Weems Blvd. should be encouraged, particularly where esplanade openings might exist.

Driveways along Powell Road shall be designed and signed accordingly to facilitate the flow of truck traffic toward the S.H. 146 intersection. A driveway design that would preempt truck traffic to the north toward Fairmont Parkway is to be mandated, except for those destined to facilities that may exist south of Fairmont Parkway.

Esplanades, esplanade openings, including left turn lanes, and driveway curb returns shall be designed to safely accommodate truck traffic with minimum impacts on other roadway traffic. Where possible and practicable consideration shall be given to the separation of automobile and truck entrances, driveways and parking.

All aspects of traffic design discussed herein, including but not limited to geometric design, traffic signs, and standards shall conform to the applicable provisions of the City Code of Ordinances, the Texas Manual on Uniform Traffic Control Devices, and recommendations and standards of the traffic industry (AASHTO).

Included for information purposes only are examples of traffic control devices and designs that illustrate potential solutions to various conditions discussed above. A thorough engineering analysis of the Project will include more detailed study of these traffic issues and will be incorporated into this document.



FAIRMOUNT PARKWAY

LA PORTE #49, LTD.

LA PORTE #48, LTD.

RAILYARD

STATE HWY. 146



MAIN TRAFFIC FLOW

EXISTING DEVELOPED AREA



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: November 12, 2018

Requested By: Michael Dolby

Department: Finance

Report: Resolution: _____ Ordinance: _____

Appropriation

Source of Funds: Various

Account Number: Various

Amount Budgeted: YES

Amount Requested: _____

Budgeted Item: YES NO

Exhibits: Encumbrance Rollover Report

Exhibits: _____

Exhibits: _____

SUMMARY & RECOMMENDATION

The City's fiscal year ended September 30, 2018. There are 31 outstanding purchase orders staff is requesting to roll-over. The purchase orders represent goods that are ordered and budgeted funds committed to procure items necessary to operate the City.

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

Fund	Number	Amount
General Fund	26	\$ 420,853.79
Utility Fund	1	1,173.41
Utility CIP Fund	1	8,450.00
Grant Fund	3	17,450.14
Totals	<u>31</u>	<u>\$ 447,927.34</u>

The above encumbrances will not have an impact on the projected working capital balances for fiscal year 2019 because they were budgeted in the fiscal year 2018, and following approval by council, the system will automatically increase each line item.

Action Required by Council:

Consider approval or other action to roll over requested encumbrances from City of La Porte Fiscal Year 2018 budget to City of La Porte Fiscal Year 2019.

Approved for City Council Agenda

Corby Alexander, City Manager

Date

**CITY OF LA PORTE
ENCUMBRANCE ROLLOVER REPORT
For the Fiscal Year ended September 30, 2018**

Fund	P O Number	Vendor Name	Encumbrance Amount	Description	Account Number
001	P0150181	SUNGARD PUBLIC SECTOR INC.	82,055.65	software	0016066-5195007
001	P0170519	SUPERION LLC	4,962.84	training	0016141-5153020
001	P0170540	BOWLING BICYCLE, INC.	3,150.00	patrol bikes	0015253-5212090
001	P0180018	SUPERION LLC	105,389.44	software maintenance	0016066-5194055
001	P0180066	LONGCLAW CONTRACTORS LLC	19,899.97	Mowing	0019092-5245007
001	P0180147	CAP FLEET UPFITTERS	23,221.54	Police Department Equipment	0015253-5218050
001	P0180217	HDR ENGINEERING INC.	2,743.69	Ongoing professional GIS services	0019091-5195007
001	P0180292	RECORDS CONSULTANTS INC	5,250.00	Scanning Imaging for Planning	0016067-5105007
001	P0180299	COVERT CONCEPTS AND CONSULTING	4,055.40	Security Cameras at Parks Locations	0018081-5512032
001	P0180329	G.T. DISTRIBUTORS	6,200.00	Ammunition for Police dept	0015258-5212017
001	P0180372	GRAPEVINE DODGE CHRYSLER JEEP	20,778.00	New Vehicle for support services	0015258-5218050
001	P0180374	CAP FLEET UPFITTERS	9,131.02	Police Department Equipment	0015253-5218050
001	P0180379	COBAN TECHNOLOGIES	7,321.00	Edge system for new vehicles	0015258-5218050
001	P0180448	Garrick Chan	1,040.00	Animal Disposal Services	0015258-5215007
001	P0180476	CORE & MAIN LP	2,465.29	Commercial Water Meters	0016146-5159093
001	P0180495	JAMAR TECHNOLOGIES INC	3,749.00	Radar Recorder for PD	0015252-5212090
001	P0180511	KROGER- SOUTHWEST CUSTOMER CHA	6,000.00	Chili cookoff 2018	0016062-5156070
001	P0180514	HOUSTON COMMUNICATIONS	5,985.00	Radio for Fire Department	0015051-5224003
001	P0180519	DATAVOX	25,554.90	Cisco Wireless controller	0016066-5194050
001	P0180522	THE QUIKRETE COMPANIES	21,150.00	Pavement Repair supplies	0017071-5314015
001	P0180525	HOUSTON-GALVESTON AREA COUNCIL	3,000.00	2018 LiDAR data (cost share)	0019091-5195007
001	P0180527	LEHNERTZ, TIMOTHY S	4,800.00	carpet for Pro Shop	0016048-5514011
001	P0180534	GALL'S INC.	2,188.15	Vest accessories for patrol	0015253-5212003
001	P0180534	GALL'S INC.	2,188.15	support service protective gear	0015258-5212003
001	P0180536	BLACKTOP INDUSTRIES LLC	8,574.75	STREET SIGN SUPPLIES	0017071-5312010
001	P0180537	HALFF ASSOCIATES, INC.	40,000.00	P&R Master Plan	0018089-5505007
26		General Fund	420,853.79		
002	P0180428	SUPERION LLC	1,173.41	Naviline training	0026147-5153020
1		Utility Fund	1,173.41		
003	P0180467	PRECISION PUMP SYSTEMS	8,450.00	Control Panel for LS#27	0037087-5325110
1		Utility CIP Fund	8,450.00		
032	P0170133	HARRIS COUNTY TREASURER	993.80	SETCIC Locating LaPorte Warrants	0326064-5124081
032	P0180530	RANGE SYSTEMS	14,268.19	Supplies for Gun Range	0325252-5218021
032	P0180534	GALL'S INC.	2,188.15	Vests for patrol	0325253-5212003
3		Grant Fund	17,450.14		
31		Total Encumbrances	\$ 447,927.34		



CAP FLEET UP FITTERS

Quote

CAP Fleet Upfitters, LLC
4911 Fulton
Houston, TX 77009
Phone: 832-203-5658

Date: 10/01/2018
Quote #: CAPQ42532

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

Ship to:
LAPORTE, CITY OF
LA PORTE FIRE DEPT
LA PORTE, TX

Salesperson: Erwin Juarez
Email: ejuarez@capfleetupfitters.com
VIN:
End User: La Porte Police Dept

Year: 2019
Make: Chevrolet
Model: Tahoe

Notes
BUY BOARD #524-17

Part #	Qty	Description	Unit Price	Total
5165T-2L91	5	LR Series Push Bumpers - (STEEL) 2-Light / CODE 3 MR6 / Not included	\$ 284.35	\$ 1,421.74
MR6MC-BW	1	MR6 MULTI COLOR LED, BLUE / WHITE	\$ 135.46	\$ 135.46
MR6MC-RW	10	MR6 MULTI COLOR LED, RED / WHITE NOTES: PB UPPER RAIL AND 45 DEGREE, CONNECT STEADY WHITE TO TD	\$ 75.08	\$ 750.84
920-10TH	5	Plug-In Headlight Flasher for Tahoe (2011-14 & 2015+) (Police Package Wiring)	\$ 41.69	\$ 208.44
C3100U	5	100w Speaker w/Universal Mounting Bracket	\$ 141.89	\$ 709.43
PT53	5	CODE 3 PURSUIT 53" LIGHTBAR NOTES: C3VUE: C123948	\$ 2,047.37	\$ 10,236.84
Z3	5	Z3 Deluxe Remote Siren, 200w Output w/Programable Push Button and Slide Switch Controls.	\$ 702.58	\$ 3,512.91
MR6MC-BW	5	MR6 MULTI COLOR LED, BLUE / WHITE NOTES: ON REAR LP BRKT, CONNECT STEADY WHITE TO REVERSE	\$ 75.08	\$ 375.42
MR6MC-RW	5	MR6 MULTI COLOR LED, RED / WHITE NOTES: ON REAR LP BRKT, CONNECT STEADY WHITE TO REVERSE	\$ 75.08	\$ 375.42
LPBKT-TH15	5	License Plate Mounting Bracket, Tahoe (2015+) (XT3/T-REX/MR6/LED X)	\$ 15.59	\$ 77.97
ULTMC-RB	10	MEGA THIN MULTICOLOR LED, RED/BLUE NOTES: BOTTOM OF CARGO DOOR	\$ 72.43	\$ 724.27
CP-TAH15-SC	5	2015 Tahoe PPV & SSV Package Includes: VH-TAH15-SC Console, TAH15W-BASE, MK-2CL Microphone Holder, HD-ARM-VP Armrest, PB-250 Pen Box with required fill & face plates NOTES: FACE PLATE FOR CODE 3 Z3 SIREN AND	\$ 811.74	\$ 4,058.70
MK-2CL	5	Multi-Position Microphone Holder w/clip	\$ 13.93	\$ 69.63
CG-X	5	Chargeguard-select	\$ 77.18	\$ 385.88
UNVTAB3-MT-1	5	UNIVERSAL TAB MOUNT W/ TG-3 KEYBOARD TRAY	\$ 186.56	\$ 932.82
ARM-TELS	5	9"-13" Telescoping Slide Arm with Swivel-Locks in multiple positions Requires TS-60EX or TS-1	\$ 194.02	\$ 970.08
SECURE-TAB-MT	5	Locking Tablet Mount for iPad & Tablets up to 11.875"x 8.625"x .750" Requires Motion Attachment	\$ 119.94	\$ 599.72



CAP FLEET UPFITTERS

Quote

CAP Fleet Upfitters, LLC
4911 Fulton
Houston, TX 77009
Phone: 832-203-5658

Date: 10/01/2018
Quote #: CAPQ42532

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

Ship to:
LAPORTE, CITY OF
LA PORTE FIRE DEPT
LA PORTE, TX

Salesperson: Erwin Juarez
Email: ejuarez@capfleetupfitters.com
VIN:
End User: La Porte Police Dept

Year: 2019
Make: Chevrolet
Model: Tahoe

Notes
BUY BOARD #524-17

Part #	Qty	Description	Unit Price	Total
LOFT-TAH16-EC	5	2016+ Tahoe Loft Electronic Equipment Tray - Interior Dimension 16.5" x 40" LOFT-TAH16-EC Includes removable stand-off electronics installation platform, allowing "bench" prep prior to installation. (Optional Accessories Available)	\$ 478.98	\$ 2,394.88
5704W	5	2015-16 Chevy Tahoe Tahoe Sliding Window Cage	\$ 345.13	\$ 1,725.63
570331	5	2015-16 Chevy Tahoe SCA Transfer Kit (Includes Upper & Lower Filler Panels, Mounting Brackets & Hardware)	\$ 105.96	\$ 529.80
5700CT3R	5	2015-16 Chevy Tahoe Recessed Storage Center Panel & Lower Extension Kit	\$ 126.29	\$ 631.47
5SUVTH1511	5	AEDEC Molded Rear Prisoner Seat - C/Belt (MESH	\$ 973.65	\$ 4,868.24
571333	5	2015-16 Chevy Tahoe Steel Window Bars	\$ 142.66	\$ 713.29
5SUVTH1700-4	5	AEDEC TAHOE DOOR PANELS	\$ 168.36	\$ 841.80
GRAPHICS	5	CUSTOM GRAPHICS NOTES: VEHICLES WILL BE ALL BLACK. FOUR DOORS AND ROOF NEED TO BE WRAPPED WHITE AND NEEDS GRAPHICS. OSD HAS DONE THE TAHOE IN	\$ 1,275.00	\$ 6,375.00
GK10271UHKS/SC	1	S.T-RAIL MOUNT UNIVERSAL HK 1 UNIVERSAL LOCK WITH HANDCUFF KEY OVERRIDE	\$ 216.63	\$ 216.63
A LABOR	1	LABOR NOTES: De-installation of 3 LPR readers and Installation of 2 used LPR and 2 new LPRs in the new Tahoes.	\$ 575.00	\$ 575.00
INSTALL	5	Installation		
LABOR	5	LABOR	\$ 1,500.00	\$ 7,500.00
CSLABOR	5	CUSTOMER SUPPLIED PARTS LABOR NOTES: La Porte to supply the Coban video, tablet, keyboard, printer, radar, APX radio	\$ 400.00	\$ 2,000.00
SSUPPLY	5	SHOP SUPPLIES	\$ 85.00	\$ 425.00
FB6-PLC	10	6 HEAD FUSE BLOCK W/ PILOT/INDICATOR LIGHTS &	\$ 11.00	\$ 110.00
CAPHARNASS	5	CAP FLEET WIRING HARNESS	\$ 130.00	\$ 650.00
SHIP	5	SHIPPING & HANDLING	\$ 250.00	\$ 1,250.00
DEALER	5	DEALER PREP	\$ 75.00	\$ 375.00
INSPECT	5	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 30.00	\$ 150.00
CSNOTE	5	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	\$ 0.00	\$ 0.00



Quote

CAP Fleet Upfitters, LLC
4911 Fulton
Houston, TX 77009
Phone: 832-203-5658

Date: 10/01/2018
Quote #: CAPQ42532

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

Ship to:
LAPORTE, CITY OF
LA PORTE FIRE DEPT
LA PORTE, TX

Salesperson: Erwin Juarez
Email: ejuarez@capfleetupfitters.com
VIN:
End User: La Porte Police Dept

Year: 2019
Make: Chevrolet
Model: Tahoe

Notes
BUY BOARD #524-17

Subtotal	\$ 56,877.30
Tax	\$ 0.00
Grand	\$ 56,877.30

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

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM
QUOTES ARE GOOD FOR 30 DAYS.
PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____



Quote

CAP Fleet Upfitters, LLC
 4911 Fulton
 Houston, TX 77009
 Phone: 832-203-5658

Date: 09/27/2018
 Quote #: CAPQ42549

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

Ship to:
 LAPORTE, CITY OF
 LA PORTE FIRE DEPT
 LA PORTE, TX

Salesperson: Erwin Juarez
 Email: ejuarez@capfleetupfitters.com
 VIN:
 End User: La Porte Police Dept

Year: 2019
 Make: Chevrolet
 Model: Tahoe

Notes
 BUY BOARD #524-17
 (SLICKTOP BUILD)

Part #	Qty	Description	Unit Price	Total
5165T-2L91	1	LR Series Push Bumpers - (STEEL) 2-Light / CODE 3 MR6 / Not included	\$ 284.35	\$ 284.35
MR6MC-BW	1	MR6 MULTI COLOR LED, BLUE / WHITE	\$ 135.46	\$ 135.46
MR6MC-RW	2	MR6 MULTI COLOR LED, RED / WHITE NOTES: PB UPPER RAIL AND 45 DEGREE, CONNECT STEADY WHITE TO TD	\$ 75.08	\$ 150.17
920-10TH	1	Plug-In Headlight Flasher for Tahoe (2011-14 & 2015+) (Police Package Wiring)	\$ 41.69	\$ 41.69
C3100U	1	100w Speaker w/Universal Mounting Bracket	\$ 141.89	\$ 141.89
SV77MCTH15	1	2015+ TAHOE MULTI COLOR SUPERVISOR NOTES: C3VUE: C123949	\$ 907.61	\$ 907.61
Z3	1	Z3 Deluxe Remote Siren, 200w Output w/Programable Push Button and Slide Switch Controls.	\$ 702.58	\$ 702.58
MR6MC-BW	1	MR6 MULTI COLOR LED, BLUE / WHITE NOTES: ON REAR LP BRKT, CONNECT STEADY WHITE TO REVERSE	\$ 75.08	\$ 75.08
MR6MC-RW	1	MR6 MULTI COLOR LED, RED / WHITE NOTES: ON REAR LP BRKT, CONNECT STEADY WHITE TO REVERSE	\$ 75.08	\$ 75.08
LPBKT-TH15	1	License Plate Mounting Bracket, Tahoe (2015+) (XT3/T-REX/MR6/LED X)	\$ 15.59	\$ 15.59
ULTMC-RB	2	MEGA THIN MULTICOLOR LED, RED/BLUE NOTES: BOTTOM OF CARGO DOOR	\$ 72.43	\$ 144.85
CITTH15-RABA-CB	1	Citadel rear window spoiler package for 2015+ Tahoe. Includes (3)R/A and (3)B/A MegaThin Multi-Color lightheads and CITMC-CB control box, 12-24V,	\$ 1,065.71	\$ 1,065.71
CP-TAH15-SC	1	2015 Tahoe PPV & SSV Package Includes: VH-TAH15-SC Console, TAH15W-BASE, MK-2CL Microphone Holder, HD-ARM-VP Armrest, PB-250 Pen Box with required fill & face plates NOTES: FACE PLATE FOR: CODE 3 Z3 SIREN AND	\$ 811.74	\$ 811.74
MK-2CL	1	Multi-Position Microphone Holder w/clip	\$ 13.93	\$ 13.93
CG-X	1	Chargeguard-select	\$ 77.18	\$ 77.18
UNVTAB3-MT-1	1	UNIVERSAL TAB MOUNT W/ TG-3 KEYBOARD TRAY	\$ 186.56	\$ 186.56
ARM-TELS	1	9"- 13"Telescoping Slide Arm with Swivel-Locks in multiple positions Requires TS-60EX or TS-1	\$ 194.02	\$ 194.02



Quote

CAP Fleet Upfitters, LLC
 4911 Fulton
 Houston, TX 77009
 Phone: 832-203-5658

Date: 09/27/2018
 Quote #: CAPQ42549

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

Ship to:
 LAPORTE, CITY OF
 LA PORTE FIRE DEPT
 LA PORTE, TX

Salesperson: Erwin Juarez
 Email: ejuarez@capfleetupfitters.com
 VIN:
 End User: La Porte Police Dept

Year: 2019
 Make: Chevrolet
 Model: Tahoe

Notes

BUY BOARD #524-17
 (SLICKTOP BUILD)

Part #	Qty	Description	Unit Price	Total
SECURE-TAB-MT	1	Locking Tablet Mount for iPad & Tablets up to 11.875"x 8.625"x .750" Requires Motion Attachment	\$ 119.94	\$ 119.94
LOFT-TAH16-EC	1	2016+ Tahoe Loft Electronic Equipment Tray - Interior Dimension 16.5" x 40" LOFT-TAH16-EC Includes removable stand-off electronics installation platform, allowing "bench" prep prior to installation. (Optional Accessories Available)	\$ 478.98	\$ 478.98
5704W	1	2015-16 Chevy Tahoe Tahoe Sliding Window Cage	\$ 345.13	\$ 345.13
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5700CT3R	1	2015-16 Chevy Tahoe Recessed Storage Center Panel & Lower Extension Kit	\$ 126.29	\$ 126.29
5SUVTH1511	1	AEDEC Molded Rear Prisoner Seat - C/Belt (MESH	\$ 973.65	\$ 973.65
571333	1	2015-16 Chevy Tahoe Steel Window Bars	\$ 142.66	\$ 142.66
5SUVTH1700-4	1	AEDEC TAHOE DOOR PANELS	\$ 168.36	\$ 168.36
GRAPHICS	1	CUSTOM GRAPHICS NOTES: VEHICLES WILL BE ALL BLACK. FOUR DOORS AND ROOF NEED TO BE WRAPPED WHITE AND NEEDS GRAPHICS. OSD HAS DONE THE TAHOE IN	\$ 1,275.00	\$ 1,275.00
GK10271UHKSVC	1	S T-RAIL MOUNT UNIVERSAL HK 1 UNIVERSAL LOCK WITH HANDCUFF KEY OVERRIDE	\$ 299.00	\$ 299.00
A	1	INSTALL		
LABOR	1	LABOR	\$ 1,500.00	\$ 1,500.00
CSLABOR	1	CUSTOMER SUPPLIED PARTS LABOR NOTES: La Porte to supply the Coban video, tablet, keyboard, printer, radar, APX radio	\$ 400.00	\$ 400.00
SSUPPLY	1	SHOP SUPPLIES	\$ 85.00	\$ 85.00
FB6-PLC	2	6 HEAD FUSE BLOCK W/ PILOT/INDICATOR LIGHTS &	\$ 11.00	\$ 22.00
CAPHARNESS	1	CAP FLEET WIRING HARNESS	\$ 130.00	\$ 130.00
SHIP	1	SHIPPING & HANDLING	\$ 235.00	\$ 235.00
DEALER	1	DEALER PREP	\$ 75.00	\$ 75.00
INSPECT	1	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 30.00	\$ 30.00
CSNOTE	1	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	\$ 0.00	\$ 0.00



CAP FLEET UPFITTERS

Quote

CAP Fleet Upfitters, LLC
4911 Fulton
Houston, TX 77009
Phone: 832-203-5658

Date : 09/27/2018
Quote # : CAPQ42549

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

Ship to:
LAPORTE, CITY OF
LA PORTE FIRE DEPT
LA PORTE, TX

Salesperson: Erwin Juarez
Email: ejuarez@capfleetupfitters.com
VIN:
End User: La Porte Police Dept

Year: 2019
Make: Chevrolet
Model: Tahoe

Notes
BUY BOARD #524-17
(SLICKTOP BUILD)

Subtotal	\$ 11,535.46
Tax	\$ 0.00
Grand	\$ 11,535.46

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

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM
QUOTES ARE GOOD FOR 30 DAYS.
PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 12, 2018</u>
Requested By: <u>Ron Parker, Police Chief</u>
Department: <u>Police</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>

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

Exhibits: FY 2018 Chapter 59 Asset Forfeiture Report By Law Enforcement Agency and Related Financial Records Back Up

SUMMARY & RECOMMENDATION

Per Chapter 59 of the Texas Code of Criminal Procedure, Article 59.06 (g) (1), "All law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter shall account for the seizure, forfeiture, receipt, and specific expenditure of all such proceeds in an audit, which is to be performed annually by the commissioners court or governing body of a municipality, as appropriate."

When officers seize funds or property for eligible cases the Asset Forfeiture Division of the Harris County District Attorney's office is the holder of the funds or property until the case has gone through the entire judicial system. Once the case is adjudicated the Asset Forfeiture Division will award cash amounts to our agency dependent upon our involvement for both cash and property seizures. Those funds are then placed into a separate City account and are eligible for approved expenditures. Each year, the Police department budgets for anticipated expenses based on the current balance of the seizure account at the time of budget preparation.

In accordance with this requirement, a completed FY 2018 Chapter 59 Asset Forfeiture Audit Report By Law Enforcement Agency is attached, along with a summary of the fund balance, revenues and expenditures provided by the Finance Department, a financial print out for all revenues and expenditures reported under the state seizure project number (SZST) and copies of all expenditure receipts are attached for council review.

Action Required by Council:

Review and approve attached FY 2018 audit/asset forfeiture report and associated financial records as required by Chapter 59 of the Texas Code of Criminal Procedure.

Approved for City Council Agenda

Corby D. Alexander

Date

Agency Information

Agency Information

Year: 2018 Agency Name: La Porte Police Dept.
Agency Mailing Street: City: La Porte
3001 North 23rd Street
ZIP: 77571 State: TX
County: Harris Phone Number: (281) 842-3101
Agency Fiscal Beginning Month: October Agency Fiscal Ending Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized
Funds During Reporting
Period: \$0.00

D) Amount Returned to
Defendants/Respondents: \$0.00

E) Amount Transferred to
Forfeiture Account: \$0.00

F) Other Reconciliation Items
(Must provide detail in box
below): \$0.00

Description:

G) Ending Balance - This field
will be auto-calculated when
you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$175,671.31

B) Amount Forfeited to and
Received by Reporting Agency
(Including Interest) During
Reporting Period: \$33,145.87

C) Interest Earned on Forfeited
Funds During Reporting
Period: \$2,416.17

D) Amount Awarded Pursuant
to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$58,173.91

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$153,059.44

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

1) Seized: 0

- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

- 1) Increase of Salary, Expense or Allowance for Employees (Salary Supplements): \$0.00
- 2) Salary Budgeted Solely From Forfeited Funds: \$0.00
- 3) Number of Employees Paid Using Forfeiture Funds: 0
- 4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Salaries from Mailed Form:

B) Overtime

- 1) For Employees Budgeted by Governing Body: \$0.00
- 2) For Employees Budgeted Solely out of Forfeiture Funds: \$0.00
- 3) Number of Employees Paid Using Forfeiture Funds: 0
- 4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Overtime from Mailed Form:

C) Equipment

- 1) Vehicles: \$24,235.00
- 2) Computers: \$3,530.20
- 3) Firearms, Protective Body Armor, Personal Equipment: \$0.00
- 4) Furniture: \$1,262.58
- 5) Software: \$10,140.00
- 6) Maintenance Costs:
- 7) Uniforms: \$6,355.72
- 8) K9 Related Costs: \$0.00
- 9) Other (Must provide detail in box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$45,523.50
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$90.00
2) Mobile Phone and Data
Account Fees: \$0.00
3) Internet: \$0.00
4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$90.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$53.46
b) Meals & Lodging: \$3,394.76
c) Mileage: \$0.00
d) Incidental Expenses: \$471.00

e) Total In State Travel: \$3,919.22

Total In State Travel from
Mailed Form:

2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

- e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$3,919.22

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

- 1) Fees (Conferences, Seminars): \$8,641.19
- 2) Materials (Books, CDs, Videos, etc.): \$0.00
- 3) Other (Must provide detail in box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$8,641.19

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00

- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Investigative Costs from Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (j))): \$0.00
- 2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)): \$0.00
- 3) Total Donations (pursuant to Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to children of officers killed in the line of duty (pursuant to Article 59.06 (r)): \$0.00
- 5) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (Pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o), (d-2), (r)) - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Total PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds
- This will be auto-calculated when you SAVE or switch sections: \$0.00

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement
pursuant to 59.06 (c): \$0.00

2) Total paid to State Treasury
due to participating in task
force not established in
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C)
(Texas Department of Public
Safety only): \$0.00

4) Total forfeiture funds
transferred to the Health and
Human Services Commission
pursuant to 59.06 (p): \$0.00

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT: \$0.00

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$58,173.91

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms :

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: 
Title:

City of La Porte
State Seized Funds Reserve Balance Adjustment
9/30/2018

	State
Beginning Balance 10-1-17	<u>\$175,671.31</u>
Add: Receipts	33,145.87 (032-0000-407-34-00) (Project SZST)
Less: Expenditures	(58,173.91) (Project SZST)
End of Year Remaining	<u>\$150,643.27</u>
Add: Interest earnings fiscal year 2018	2,416.17
Ending Balance 9-30-18 (a+b+c)	<u>\$ 153,059.44</u>

Phyllis Rinehart

10/18/2018

C-1	C) Equipment			D) Supplies	E) Travel - In State			F) Training	
	C-2	C-4	C-5		C-7	E-1 a	E-1 b		E-1 d
Vehicles	Computers	Furniture	Software	Uniforms	Office Supplies	Transportation	Meals & Lodging	Incidental	Fees
15100	1610	126.79	10140	640.12	90	53.46	50.67	445	297
1335	621.99	134.75		28.6			54.3	26	625
600	58.69	659.98		1035			196.7	471	700
600	101.88	91.07		3150			196.7		450
600	149.95	249.99		810			196.7		4319.19
600	47.71	1262.58		692			196.7		1000
600	939.98			6355.72			489.15		1250
600	3530.2						489.15		8641.19
600							41.34		
600							15		
600							32.52		
600							40		
600							392.5		
600							37.98		
600							13.34		
600							550.67		
600							4.28		
600							15.78		
600							14		
600							20.97		
600							168.84		
600							68		
600							34		
600							37.49		
600							37.98		
600 *							3394.76		
-600									
24235									

(*error in p-card statement and corrected by Finance but not showing on report - Back up attached)

TOTAL EXPENSES 58173.91

Project Report Totals

Revenue
33145.9

Account	Amount
2003	6355.72
2015	3705.05
2090	2549.98
3001	10140
3020	12325.5
4019	7800
8021	197.66
8050	15100
	58173.91

This account has two encumbrances but were NOT paid in 2018

Report Balance

25628.04	
58173.91	Expenses
58173.91	
-33145.87	Revenue
25028.04	Negative Project Total on Report
600	adjustment to be made by Finance
25628.04	Total Activity on Report

La Porte, TX
 Account Activity Listing with Budget and Encumbrances
 As of Sunday, September 30, 2018

Fiscal Year: 2018

Posting Date	PE Nam	PEID	Type	Reference	PO #	Check	Key	Description	Original Budget	Amendments	Adjusted Budget	Activity Encumbrances	Open	Available Budget
GR - GRANTS														
SZST-1140800 CONFISCATED FUNDS-STATE / GRANTS														
								OPENING BALANCE	0.00	0.00		0.00		
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-3710106 CONFISCATED FUNDS-STATE / CONFISCATED FUNDS														
								OPENING BALANCE	0.00	0.00		0.00		
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-4073400 CONFISCATED FUNDS-STATE / CONFISCATED FUNDS-STATE														
								OPENING BALANCE	0.00	0.00		0.00		
10/24/2017	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S170929001HUTC	GL1184		0320000	UNDEFINED CASH Miscellaneous R				1,480.02		
10/24/2017	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S170929001HUTC	GL1185		0320000	Harris County Miscellaneous Re				3,333.81		
11/06/2017	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S171102001HUTC	GL1244		0320000	Project SZST Miscellaneous Rec				2,129.02		
11/06/2017	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S171102001HUTC	GL1245		0320000	Project SZST Miscellaneous Rec				798.31		
11/30/2017	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S171130001HUTC	GL1400		0320000	Harris County C Miscellaneous				911.58		
03/01/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180301002HUTC	GL1984		0320000	Project SZST Miscellaneous Rec				1,288.72		
03/01/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180301002HUTC	GL1985		0320000	Project SZST Miscellaneous Rec				998.75		
03/19/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180315001HUTC	GL2078		0320000	Project SZST Criminal Investig				5,606.15		
03/19/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180315001HUTC	GL2078		0320000	Project SZST Criminal Investig				351.13		
03/19/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180315001HUTC	GL2078		0320000	Project SZST Criminal Investig				645.13		
08/06/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180802002HELM	GL2926		0320000	Harris County Miscellaneous R				2,121.06		
08/06/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180802002HELM	GL2927		0320000	Harris County T Miscellaneous				20.95		
08/06/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180802002HELM	GL2928		0320000	Harris County T Miscellaneous				350.04		
08/06/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180802002HELM	GL2929		0320000	Harris County T Miscellaneous				9,702.68		
08/06/2018	UNDEFINED CASH RECEIPTS CU: ZZBLANK		CR	S180802002HELM	GL2930		0320000	Harris County T Miscellaneous				3,408.52		
								CLOSING BALANCE	0.00	0.00	0.00	33,145.87	0.00	-33,145.87
SZST-5211010 CONFISCATED FUNDS-STATE / REGULAR EARNINGS														
								OPENING BALANCE	0.00	0.00		0.00		
09/14/2018		N/A..N/A	3	01190DP	EARN REG		0015258	POLICE SUP SRVCS GRS.				400.08		
09/14/2018		N/A..N/A	3	01190DP	EARN REG		0015258	POLICE SUP SRVCS GRS.				14.63		
09/14/2018		N/A..N/A	3	01190DP	EARN REG		0015258	POLICE SUP SRVCS GRS.				1.18		
09/14/2018		N/A..N/A	2	01190DP	CONT REG		0015258	POLICE SUP SRVCS				30.02		
09/14/2018		N/A..N/A	2	01190DP	CONT REG		0015258	POLICE SUP SRVCS				67.71		
09/30/2018		N/A..N/A	JE	YE18026			0015258	CORRECT PROJECT CODE				-513.62		
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00

II
B

La Porte, TX
 Account Activity Listing with Budget and Encumbrances
 As of Sunday, September 30, 2018

Posting Date	PE Nam	PEID	Type	Reference	PO #	Check	Key	Description	Original Budget	Amendments	Adjusted Budget	Activity	Open Encumbrances	Available Budget
SZST-5211020 CONFISCATED FUNDS-STATE / OVERTIME														
								OPENING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5211060 CONFISCATED FUNDS-STATE / FICA														
								OPENING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5211065 CONFISCATED FUNDS-STATE / RETIREMENT														
								OPENING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5212003 CONFISCATED FUNDS-STATE / PROTECTIVE CLOTHING														
								OPENING BALANCE	7,400.00	0.00	7,400.00	0.00	0.00	1,044.28
12/20/2017	BENAVIDES & FRANK EMBROI	PC00535	OH	6012-10825	PC000000956	00286926	0325253	CPA uniforms				640.12		
								explorer shirts,pants,DARE out				28.60		
01/22/2018	MNBB INVESTMENTS, LLC	PC00246	OH	PC.52.180103.1	PC000000992	00287304	0325253	CPA shirts				1,035.00		
03/20/2018	SQUARE, INC.	PC00038	OH	22837	PC000001205	00287873	0325253	GALL'S INC. POINT BLANK SPEED				3,150.00		
03/22/2018	GALL'S INC.	V00070064	OH	009461221	P0180295	00287882	0325253	GALL'S INC. POINT BLANK SPEED				810.00		
03/22/2018	GALL'S INC.	V00070064	OH	009510769	P0180295	00287882	0325253	GALL'S INC. POINT BLANK SPEED				692.00		
05/22/2018	SQUARE, INC.	PC00038	OH	PC.52.180503.2	PC000001310	00288465	0325253	CPA Graduation uniforms	7,400.00	0.00	7,400.00	6,355.72	0.00	1,044.28
								CLOSING BALANCE						
SZST-5212015 CONFISCATED FUNDS-STATE / OTHER SUPPLIES														
								OPENING BALANCE	5,000.00	-100.00	4,900.00	0.00		
								BU RE00000208						
								Increase in cost for Mule						
12/12/2017														126.79
11/21/2017	THE HOME DEPOT INC	PC00064	OH	PC.52.171103.1	PC000000907	00286702	0325253	Shelving for Explorers Room						134.75
11/21/2017	THE HOME DEPOT INC	PC00064	OH	PC.52.171103.1	PC000000907	00286702	0325253	Shelving for Explorers Room						621.99
11/21/2017	SQUARE, INC.	PC00038	OH	PC.52.171103.1	PC000000911	00286702	0325253	cradle point for CameraTrailer						58.69
11/21/2017	CABLE AND WIRELESS TECHNO	PC00522	OH	PC.52.171103.4	PC000000909	00286702	0325253	Acoustical Pathway Forensic						101.88
12/20/2017	AMAZON.COM, INC.	PC00037	OH	PC.52.171203.1	PC000000939	00286926	0325253	24 Port Rackmount Panel						90.00
01/22/2018	CROWN TROPHY	V00435044	OH	17-30463	PC000000992	00287304	0325253	LPCPAA plaque retiring presid						50.67
01/22/2018	MAC PIZZA MANAGEMENT, INC	PC00043	OH	PC.52.180103.1	PC000001028	00287304	0325253	lunch-Explorer class						445.00
01/22/2018	SAM HOUSTON AREA COUNCIL	PC00591	OH	PC.52.180103.4	PC000001000	00287304	0325253	explorer charter/mem. fees						26.00
01/22/2018	SAM HOUSTON AREA COUNCIL	PC00591	OH	PC.52.180103.4	PC000001000	00287304	0325253	explorer charter/mem. fees						659.98
03/20/2018	TRACTOR SUPPLY CO	PC00391	OH	PC.52.180303.1	PC000001220	00287873	0325253	2 gun safes						54.30
03/20/2018	MARCOS LUNA	PC00115	OH	PC.52.180303.1	PC000001221	00287873	0325253	Lunch for Explorers						1,335.00
03/20/2018	INTUIT PAYMENT SOLUTIONS.	PC00005	OH	PC.52.180303.2	PC000001151	00287873	0325253	light bar for mule						

Date: 10/22/2018

Time: 11:21:40

La Porte, TX
Account Activity Listing with Budget and Encumbrances
As of Sunday, September 30, 2018

Fiscal Year: 2018

Posting Date	PE Nam	PEID	Type	Reference	PO #	Check	Key	Description	Original Budget	Amendments	Adjusted Budget	Activity	Open Encumbrances	Available Budget
								CLOSING BALANCE	5,000.00	-200.00	5,000.00	3,705.05	0.00	1,294.95
SZST-5212017 CONFISCATED FUNDS-STATE / SPECIALIZED SUPPLIES														
								OPENING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5212018 CONFISCATED FUNDS-STATE / COMPUTER SUPPLIES														
								OPENING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5212019 CONFISCATED FUNDS-STATE / TRAINING FIELD SUPPLIES														
								OPENING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5212090 CONFISCATED FUNDS-STATE / MACHINERY/TOOLS/EQUIPMENT														
								OPENING BALANCE	1,700.00	0.00	1,700.00	0.00	0.00	0.00
01/31/2018		N/A..N/A	JE	JE000607			0325253	INCORRECT PROJECT ATTACHED				1,610.00		
07/11/2018		N/A..N/A	JE	FA201871101			0325253	Covert Concepts. Trailer camer				939.98		
								CLOSING BALANCE	1,700.00	0.00	1,700.00	2,549.98	0.00	-849.98
SZST-5212093 CONFISCATED FUNDS-STATE / COMPUTER EQUIPMENT														
								OPENING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5213001 CONFISCATED FUNDS-STATE / MEMBERS & SUBSCRIPTIONS														
								OPENING BALANCE	9,900.00	240.00	10,140.00	0.00	0.00	0.00
10/26/2017			BU	RE00000188				Increase in Lexipol Fees		240.00				
11/08/2017	LEXIPOL LLC	V00435823	OH	22180	P0180104	00286594	0325253	LEXIPOL LLC THE ONE YEAR LAW E				10,140.00		
								CLOSING BALANCE	9,900.00	480.00	9,900.00	10,140.00	0.00	-240.00
SZST-5213020 CONFISCATED FUNDS-STATE / TRAINING/SEMINARS														
								OPENING BALANCE	22,170.00	-240.00	21,930.00	0.00	0.00	0.00
10/26/2017			BU	RE00000188				Increase in Lexipol Fees		-240.00				
10/26/2017	LES BIRD COACHING AND CONS	V00436110	OH	LIVE 2 LEAD SE		00286424	0325253	LES BIRD COACHI Live 2 Lead 20				297.00		
11/21/2017	AMAZON.COM, INC.	PC00018	OH	PC.52.171103.3	PC000000907	00286702	0325253	Projector screen-training room				91.07		
11/21/2017	AMAZON.COM, INC.	PC00018	OH	PC.52.171103.4	PC000000906	00286702	0325253	whiteboard for small training				249.99		
12/21/2017	CJ BAXTER GROUP	OTV000761	OH	LEADERSHIP TR		00286927	0325253	CJ BAXTER GROUP TRAINING/SEMIN				625.00		
01/18/2018	DALTON, JEFF (EXP)	V00432949	OH	DALTLEADVSEI		00287256	0325253	DALTON, JEFF (E TLEEEA Advisor				196.70		

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La Porte, TX
Account Activity Listing with Budget and Encumbrances
As of Sunday, September 30, 2018

Fiscal Year: 2018

Posting Date	PE Nam	PEID	Type	Reference	PO #	Check	Key	Description	Original Budget	Amendments	Adjusted Budget	Activity	Open Encumbrances	Available Budget
01/18/2018	FULLBRIGHT, FRANK (EXP)	V00431948	OH	FULLBTLEEEA .		00287261	0325253	FULLBRIGHT, FRA FulTLEEEAAdvsem				196.70		
01/18/2018	GONZALEZ, ROGER (EXP)	V00435113	OH	GONTLEEEAADV		00287262	0325253	GONZALEZ, ROGER R,GonzalezTLEE				196.70		
01/18/2018	OSullivan, Shane	OTV000882	OH	OSULTLEADVSE		00287281	0325253	OSullivan, Shan TLEEEA Advisor				196.70		
01/18/2018	TLEEEA	V00432836	OH	TLEEEAASEMIN ^A		00287286	0325253	TLEEEA Advisor training semina				700.00		
01/22/2018	PAYPAL	PC00062	OH	PC.52.180103.1	PC000001020	00287304	0325253	Leadership for Law enforcement				450.00		
02/15/2018	FORQUER, JOHN ALBERT	V04300240	OH	JAN262018	P0180263	00287511	0325253	FORQUER, JOHN A LEADERSHIP TRA				4,319.19		
02/20/2018	PAYPAL	PC00062	OH	PC.52.180203.1	PC000001072	00287585	0325253	Universal Interviewing Tactics				1,000.00		
02/20/2018	MOTIVA ENTERPRISES LLC	PC00055	OH	PC.52.180203.1	PC000001119	00287585	0325253	fuel-TLEAAA Explorers training				53.46		
02/20/2018	STOCKYARDS STATION HOTEL	PC00661	OH	PC.52.180203.2	PC000001120	00287585	0325253	hotel-TLEEEA Seminar				489.15		
02/20/2018	STOCKYARDS STATION HOTEL	PC00661	OH	PC.52.180203.2	PC000001120	00287585	0325253	hotel-TLEEEA seminar				489.15		
03/20/2018	SEABROOK CIRCLE DO NUTS S	PC00224	OH	PC.52.180303.1	PC000001146	00287873	0325253	breakfast-supervisor training				40.00		
03/20/2018	HEB GROCERY CO	PC00132	OH	PC.52.180303.1	PC000001146	00287873	0325253	water,fruit-supervisor trainin				32.52		
03/20/2018	MARCOS LUNA	PC00115	OH	PC.52.180303.1	PC000001146	00287873	0325253	lunch-supervisor training retr				392.50		
03/20/2018	SEABROOK CIRCLE DO NUTS S	PC00224	OH	PC.52.180303.1	PC000001146	00287873	0325253	breakfast-supervisor training				15.00		
03/20/2018	HEB GROCERY CO	PC00132	OH	PC.52.180303.1	PC000001146	00287873	0325253	drinks,plates,cutlery-supervis				41.34		
03/20/2018	GRINGO'S MEXICAN K	PC00261	OH	PC.52.180303.1	PC000001165	00287873	0325253	lunch-Supervisor training retr				550.67		
03/20/2018	LA PORT DONUT INC	PC00230	OH	PC.52.180303.1	PC000001172	00287873	0325253	Universal Interviewing Mentor				20.97		
03/20/2018	LA PORT DONUT INC	PC00230	OH	PC.52.180303.1	PC000001172	00287873	0325253	Universal Interviewing Mentor				15.78		
03/20/2018	MORNINGS KINGS INC	PC00172	OH	PC.52.180303.1	PC000001172	00287873	0325253	Universal Interviewing Mentor				14.00		
03/20/2018	HEB GROCERY CO	PC00132	OH	PC.52.180303.1	PC000001172	00287873	0325253	Universal Interviewing Mentor				4.28		
04/19/2018	SQUARE, INC.	PC00038	OH	PC.52.180403.1	PC000001255	00288131	0325253	breakfast-Leadership train.1st				37.98		
05/10/2018	TAB COOPER & ASSOCIATES LLC	V04300264	OH	PROACTIVE LEA		00288383	0325253	TAB COOPER & AS Proactive Lead				1,250.00		
05/22/2018	KROGER TEXAS LP	PC00006	OH	PC.52.180503.1	PC000001311	00288465	0325253	water-Leadership class				13.34		
05/22/2018	LA PORT DONUT INC	PC00230	OH	PC.52.180503.1	PC000001312	00288465	0325253	breakfast-leadership mentor				168.84		
05/22/2018	SEABROOK CIRCLE DO NUTS S	PC00224	OH	PC.52.180503.1	PC000001339	00288465	0325253	breakfast-Leadership mentor cl				68.00		
05/22/2018	MORNINGS KINGS INC	PC00172	OH	PC.52.180503.2	PC000001369	00288465	0325253	Breakfast for Mentor Training				34.00		
06/20/2018	SQUARE, INC.	PC00038	OH	PC.52.180603.1	PC000001491	00288732	0325253	breakfast leadership trning				37.49		
06/20/2018	SQUARE, INC.	PC00038	OH	PC.52.180603.1	PC000001491	00288732	0325253	breakfast leadership trning				37.98		
CLOSING BALANCE									22,170.00	-480.00	22,170.00	12,325.50	0.00	9,844.50

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SZST-5214003 CONFISCATED FUNDS-STATE / RADIOS/BASE STATIONS

OPENING BALANCE	0.00	0.00		0.00		
CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00

SZST-5214006 CONFISCATED FUNDS-STATE / HEATING & A/C EQUIPMENT

OPENING BALANCE	0.00	0.00		0.00		
CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00

La Porte, TX
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Fiscal Year: 2018

Posting Date	PE Nam	PEID	Type	Reference	PO #	Check	Key	Description	Original Budget	Amendments	Adjusted Budget	Activity	Open Encumbrances	Available Budget
SZST-5214019 CONFISCATED FUNDS-STATE / RENTAL OF EQUIPMENT														
								OPENING BALANCE	7,200.00	0.00		0.00		
10/19/2017	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-5158-8982	PC000000821	00286356	0325253	Street crimes rental vehicle				600.00		
11/21/2017	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2201-1242	PC000000887	00286702	0325253	Street crimes rental				600.00		
12/20/2017	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2266-9874	PC000000976	00286926	0325253	Street Crimes rental car				600.00		
01/22/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2292-4529	PC000001031	00287304	0325253	Street crimes rental car				600.00		
02/20/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2365-7343	PC000001122	00287585	0325253	street crimes rental car				600.00		
03/20/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2405-1692	PC000001186	00287873	0325253	street crimes rental vehicle				600.00		
04/19/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2465-4374	PC000001287	00288131	0325253	street crimes rent car-Martin				600.00		
05/22/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2497-2949	PC000001341	00288465	0325253	Street crimes rental vehicle				600.00		
06/20/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2561-0633	PC000001404	00288732	0325253	Street crimes rental-K.Martin				600.00		
07/19/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2641-9053	PC000001556	00289050	0325253	street crimes rent car				600.00		
08/21/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2714-3945	PC000001645	00289469	0325253	Street crimes rent car				600.00		
09/19/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2721-7697	PC000001672	00289753	0325253	street crimes rental vehicle				600.00		
09/30/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	8000-2818-2204	PC000001801	00290034	0325253	street crimes rental car				600.00		
09/30/2018	ENTERPRISE HOLDINGS INC	PC00032	OH	PC.52.181003.6	PC000001803	00290034	0325253	Street crimes rental vehicle *				600.00		
								CLOSING BALANCE	7,200.00	0.00	7,200.00	8,400.00 7,800	0.00	-1,200.00
SZST-5214055 CONFISCATED FUNDS-STATE / COMPUTER SOFTWARE														
								OPENING BALANCE	3,588.00	0.00		0.00		
								CLOSING BALANCE	3,588.00	0.00	3,588.00	0.00	0.00	3,588.00
SZST-5215003 CONFISCATED FUNDS-STATE / LEGAL														
								OPENING BALANCE	0.00	0.00		0.00		
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5215004 CONFISCATED FUNDS-STATE / CONSULTING														
								OPENING BALANCE	0.00	0.00		0.00		
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5215007 CONFISCATED FUNDS-STATE / OTHER PROFESSIONAL SERVIC														
								OPENING BALANCE	0.00	0.00		0.00		
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
SZST-5218011 CONFISCATED FUNDS-STATE / OFFICE EQUIP/FURNITURE														
								OPENING BALANCE	0.00	0.00		0.00		
								CLOSING BALANCE	0.00	0.00	0.00	0.00	0.00	0.00

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-will be credited

La Porte, TX
Account Activity Listing with Budget and Encumbrances
As of Sunday, September 30, 2018

Fiscal Year: 2018

Posting Date	PE Nam	PEID	Type	Reference	PO #	Check	Key	Description	Original Budget	Amendments	Adjusted Budget	Activity	Encumbrances	Open	Available Budget
SZST-5218021 CONFISCATED FUNDS-STATE / MACH/TOOLS & EQUIPMENT															
								OPENING BALANCE	70,000.00	0.00		0.00			
12/20/2017	AMAZON.COM, INC.	PC00037	OH	PC.52.171203.1	PC000000939	00286926	0325253	Keyboard & Mouse for Crime Cam				149.95			
12/20/2017	FISCHER'S HAREWARE	PC00016	OH	PC.52.171203.1	PC000000939	00286926	0325253	Fasteners for Cameras				47.71			
03/28/2018	COVERT CONCEPTS AND CONSU	V00435691	OH	110	P0180317	00287928	0325253	COVERT CONCEPTS Camera for cam				879.99			
03/28/2018	COVERT CONCEPTS AND CONSU	V00435691	OH	110	P0180317	00287928	0325253	COVERT CONCEPTS Pendant and Ce				59.99			
07/11/2018		N/A..N/A	JE	FA201871101			0325253	>5k move to 2090				939.98			
09/13/2018	RESOLUTE ENVIRONMENTAL &	V04300323	PO	PO	P0180523		0325252	REMOVE & REBUILD BACK STOP AT						33,391.00	
09/17/2018	RANGE SYSTEMS	V00434555	PO	PO	P0180530		0325252	SHIPPING & HANDLING & SALES DI						14,268.19	
								CLOSING BALANCE	70,000.00	0.00	70,000.00	197.66		47,659.19	22,143.15
SZST-5218023 CONFISCATED FUNDS-STATE / COMPUTER EQUIPMENT															
								OPENING BALANCE	15,000.00	0.00		0.00			
								CLOSING BALANCE	15,000.00	0.00	15,000.00	0.00		0.00	15,000.00
SZST-5218032 CONFISCATED FUNDS-STATE / LAND IMPROVEMENTS															
								OPENING BALANCE	0.00	0.00		0.00			
								CLOSING BALANCE	0.00	0.00	0.00	0.00		0.00	0.00
SZST-5218050 CONFISCATED FUNDS-STATE / MOTOR VEHICLES															
								OPENING BALANCE	0.00	100.00		0.00			
12/12/2017			BU	RE00000208				Increase in cost for Mule		100.00					
01/18/2018	K'S HUMBLE YAMAHA INC	V04300208	OH	100010353	P0180172	00287271	0325253	K'S HUMBLE YAMA 2017 Kawasaki				14,600.00			
01/18/2018	K'S HUMBLE YAMAHA INC	V04300208	OH	100010353	P0180172	00287271	0325253	K'S HUMBLE YAMA change order d				500.00			
								CLOSING BALANCE	0.00	200.00	0.00	15,100.00		0.00	-15,100.00
								PROJECT TOTALS	141,958.00	0.00	141,958.00	-25,628.04		0.00	116,329.96

C2
moved to 2090
not FY pd 8- report FY19

+ 600. (Correction in 4019 acct)
-25,028.04

Revenue 33,145.87
- Expenses 58,173.91

-25,028.04

Bedford, Michelle

From: Green, Danielle
Sent: Monday, October 22, 2018 11:30 AM
To: Bedford, Michelle
Subject: CREDIT DUPLICATE
Attachments: MB PCARD CREDIT EMAIL OCT.pdf

Importance: High

Invoice	CREDIT DUPLICATE	Vendor ID	V00435276
Invoice Date	10/18/2018		CITIBANK
Security Code	FI		PO BOX 78025
Payment Type	CHK <input type="checkbox"/> Check		PHOENIX, AZ 85062-8025
Payment Terms			
User Invoice Total			-600.00
System Invoice Total			-600.00

Price Text 1099-S

Account	GM 0325253 5214019 GP SZST 5214019	P/F	P
Description	REMOVE DUPLICATE TRANSACTION	1099 Flag:	D
PO#		1099 Dflt:	
Due Date	10/18/2018	Relate To	
Received Date		Div	GEN
Authorized Date		Misc	
Second Ref	MICHELLE BEDFORD		
Product ID			
Discount Date			
Bank ID	01	Check No	
Vendor of Rec	V00435276	R1	CITIBANK



Danielle Green

Financial Services Technician
604 W. Fairmont Pkwy | La Porte, TX 77571
p. 281.470.5043 | f. 281.470.5018
website | map | email |   

Green, Danielle

From: Lovercheck, Ashley
Sent: Wednesday, October 17, 2018 8:02 AM
To: Accounting
Cc: Purchasing - Staff
Subject: Balance of Bank Files and AP Sets

Convert Bank Files		
Dates	Dates From and To	Amount
9/18/2018	9-4-18 to 9-15-18	142,227.89
9/25/2018	9-16-18 to 9-22-18	50,097.02
10/2/2018	9-23-18 to 9-29-18	20,210.37
10/5/2018	9-30-18 to 10-3-18	28,263.49
10/10/2018	9-23-18 to 9-29-18	8,776.37
Total		\$249,575.14

AP Set ID		
Dates	AP Set ID	Amount
9/27/2018	oh007119	\$67,893.72
10/3/2018	OH007209	\$24,436.30
10/5/2018	OH007236	\$5,433.33
10/11/2018	OH007303	\$45,809.51
10/11/2018	OH007304	\$11,506.06
10/12/2018	OH007315	\$24,977.51
10/12/2018	OH007316	\$3,067.35
10/16/2018	OH007335	\$42,279.11
10/16/2018	OH007336	\$13,593.19
10/16/2018	OH007337	\$5,360.01
10/16/2018	OH007338	\$96.89
10/16/2018	OH007364	\$4,825.08
10/17/2018	OH007371	\$297.08
Total		\$249,575.14

Balance of bank files and AP sets	249,575.14	
Duplicate Transaction	\$600.00	032-5253-521-4019 Michelle Bedford
Statement Total	\$248,975.14	

The balance of Bank Files and AP Sets are equal to the 10/3/2018 statement when the duplicate transaction is removed.



Ashley Lovercheck

Buyer

City of La Porte

Purchasing Division

Office: 281-470-5126

Fax: 281-470-5127



To stop receiving messages from Accounting group, stop following it.

EXPENDITURES

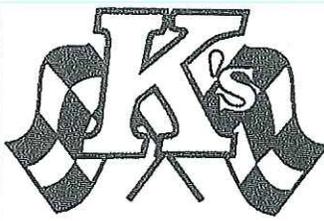
C) Equipment

1) – Vehicles

\$24,235

8050 525T

P.O. Number PD180172 15,100



Motorsports

17802 HWY 59 N.
HUMBLE, TX 77396
www.ksmotorsports.com
281/446-7165
FAX 281/446-0733

YAMAHA SUZUKI POLARIS Kawasaki

BILL OF SALE No. 200010352

DATE 01 09 18
DATE DELIVERED 01 09 18
CITY OF LA PORTE

SOLD TO: 205 WEST PALMONT PARKWAY
ADDRESS: LA PORTE TX 77571
CITY 281-470-5128 STATE ZIP
PHONE E-MAIL

MAKE: HONDA	USED <input type="checkbox"/>	WARRANTY FACTORY <input type="checkbox"/>	COLOR: GREEN	YEAR: 2016	MODEL: KRM82	FRAME # SC184B511101	SALESPERSON: NTONINI
MILES	NEW <input type="checkbox"/>	MONTHS				ENGINE #	
MAKE	USED <input type="checkbox"/>	WARRANTY FACTORY <input type="checkbox"/>	COLOR	YEAR	MODEL	FRAME #	
MILES	NEW <input type="checkbox"/>	MONTHS				ENGINE #	

VEHICLE TRADE-IN INFO	YEAR	MAKE	MODEL	COLOR	LICENSE NO.	UNIT PRICE	\$14912.88	
MILEAGE	TRANSFER TO ODOMETER SLIP	SERIAL NO.						
PAY-OFF TO	AMOUNT \$	ACCOUNT NUMBER					FREIGHT & SERVICE	\$0.00
ADDRESS	EXPIRES					TRADE ALLOWANCE	\$0.00	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$125.00 THIS NOTICE IS REQUIRED BY LAW.

<p>ODOMETER MILEAGE STATEMENT-SELLING VEHICLE</p> <p>Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. K's Humble Yamaha Inc.</p> <p>I, _____ state that the (TRANSFEROR'S NAME - PRINT) odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the unit described above, unless one of the following statements is checked.</p> <p><input type="checkbox"/> (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.</p> <p><input type="checkbox"/> (2) I hereby certify that the odometer reading is NOT the actual mileage.</p> <p>WARNING - ODOMETER DISCREPANCY</p>	ACCESSORIES		DOCUMENTARY FEE	\$125.00
			TITLE & LICENSE	\$35.00
			INSURANCE	\$0.00
			ANTI-THEFT	\$0.00
			ROAD HAZARD	\$0.00
			EXT. WARRANTY	\$0.00
			VEHICLE INVENTORY TAX	\$29.12
			ACCESSORIES	\$0.00
			SALES TAX 8.25%	\$0.00
			INSTALLATION	\$0.00
			COMPLETE PRICE	\$15,100.00
		ACCESSORIES TOTAL \$0.00		

There are no warranties, expressed or implied, made by the seller herein, or the manufacturer, on the vehicle described on the face hereof except that in the case of a new vehicle printed new vehicle warranty delivered to purchaser with such vehicle shall apply and the same is hereby made a part hereof as though fully set forth herein. The new vehicle warranty is the only warranty applicable to such new vehicle and is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose. In the case of a used vehicle, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty or as provided in writing by the dealer. The term or terms "50/50 30 days" shall mean expressly that upon delivery to the purchaser for thirty days (30 days) the dealer shall agree to warrant said vehicle against defective parts and/or workmanship by agreeing to assume not more than fifty percent (50%) of the total retail cost for replacement or repair of such part or parts in question. All repairs under dealer warranty must be made at the Dealership where the unit was purchased.

DEPOSIT RECEIPT #	CASH <input type="checkbox"/>	CHECK <input type="checkbox"/>	\$0.00
BALANCE DUE	\$15,100.00		
HOW PAID	CASH <input type="checkbox"/>	CHECK <input type="checkbox"/>	CREDIT CARD <input type="checkbox"/>
	FINANCED <input type="checkbox"/>		

I hereby agree to the terms and conditions set forth herein and acknowledge that I have received a true copy of this bill of sale and certify that I am 18 years of age or over. I acknowledge and understand that I will read my owners manual and that it is my responsibility to adjust and lubricate the chain and check the oil level. It is my further understanding that two (2) checkups, at owners expenses, are necessary to maintain the warranty.

DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS, ORAL REPRESENTATIONS, IF ANY, ARE EXPRESSLY MERGED INTO THIS WRITTEN BILL OF SALE AND ARE NOT VALID UNLESS CONTAINED HEREIN.

LENDER _____ DRAFT
OTHER

ADDRESS _____

SERVICES ARE NOT FREE
ALL SALES FINAL

NOT VALID UNLESS ACCEPTED BY AN OFFICER OF THE COMPANY

x Anthony Bosh CUSTOMER SIGNATURE

x [Signature] TITLE FEIMSR

Texas Select Upfitters, LLC.
 4205 Smith St.
 Suite B.
 Bacliff, TX 77518 US
 texasselectupfitters@gmail.com

Invoice



*032 SZ
 S3 SZ
 2015
 SZ ST*

BILL TO
LaPorte Police Department

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
109	02/13/2018	\$0.00	02/13/2018	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
non-Inventory items:Miscellaneous Materials Mounting solution, wire, terminals and fuse protection	1	25.00	25.00
New Products:PSE-21TR52MC 52" Multicolor 2100 Light Bar and Switch Box	1	1,025.00	1,025.00
LABOR Labor to install light bar on to a Mule	3	95.00	285.00

PAID

PAYMENT 1,335.00
 BALANCE DUE **\$0.00**

mule



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #:
Bill Ref #:
Invoice Date:
Account #:

34CPL3
8000-2818-2204
09/27/2018

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment	Master Card	-600.00
---------	-------------	---------

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 08/06/2018 08:00 AM Date/Time In 09/05/2018 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out In
WHITE	JZJ8869	B15C	7PQ2X5	14,550 14,741

VIN: 1C6RR6TT2JS160481

BLACK	KZR5727	F15C	7R1X81	4,971 5,500
-------	---------	------	--------	-------------

VIN: 1FTEW1CB3JKE78734

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

032 5253 521 4019
52ST

For Billing Inquiries / Payment Terms :

Tel#:+1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance

Remit To :
ENTERPRISE RENT-A-CAR
21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388

Amount Due (USD) 0

Paid By:
KENNY MARTIN
3001 N 23RD
LAPORTE, TX 77571

Fed Tax Id: 26-4086616

Account #

Rental Agreement
34CPL3

Amount
0

GPBR
06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 334LPW
Bill Ref #: 8000-2721-7697
Invoice Date: 08/08/2018
Account #:

334LPW
8000-2721-7697
08/08/2018

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 07/07/2018 08:00 AM Date/Time In 08/06/2018 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out In
WHITE	JZJ8869	B15C	7PQ2X5	14,500 14,550

VIN: 1C6RR6TT2JS160481

CLAIM INFORMATION

Claim# / PO# / RO#	Insured		
Date of Loss	Type of Loss	Type of Vehicle	Repair Shop

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00
Subtotal			600.00

Total Charges (USD) **-600.00**

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) **-600.00**

Amount Due (USD) **0.00**

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

For Billing Inquiries / Payment Terms :

Tel#:+1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance		Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388		Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement	Amount
		334LPW	0
		GPBR	06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 2QPP70
Bill Ref #: 8000-2714-3945
Invoice Date: 08/03/2018
Account #:

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00
Subtotal			600.00

Total Charges (USD) 600.00

PAYMENTS

Payment	Master Card	-600.00
Total Payments (USD)		-600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out: 06/07/2018 08:00 AM
Date/Time In: 07/07/2018 08:00 AM

Renter: MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms	
				Out	In
WHITE	JZJ8869	B15C	7PQ2X5	14,009	14,500

VIN: 1C6RR6TT2JS160481

CLAIM INFORMATION

Claim# / PO# / RO#	Insured		
Date of Loss	Type of Loss	Type of Vehicle	Repair Shop

For Billing Inquiries / Payment Terms :

Tel#:+1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance		Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388		Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement 2QPP70	Amount 0 GPBR 06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 28VQM1
Bill Ref #: 8000-2641-9053
Invoice Date: 06/27/2018
Account #:

28VQM1
8000-2641-9053
06/27/2018

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 05/08/2018 08:00 AM Date/Time In 06/07/2018 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
WHITE	KTR7485	F15C	7QG1P6	1,000	1,756
VIN: 1FTEW1C53JKE01534					
WHITE	JZJ8869	B15C	7PQ2X5	10,147	10,347
VIN: 1C6RR6TT2JS160481					

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00
Subtotal			600.00
Total Charges (USD)			600.00

PAYMENTS

Payment	Master Card	-600.00
Total Payments (USD)		-600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g. sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

For Billing Inquiries / Payment Terms :

Tel#: +1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance		Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388		Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement	Amount
		28VQM1	0
			GPBR 06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 1YSS67
Bill Ref #: 8000-2561-0633
Invoice Date: 05/15/2018
Account #:

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 04/08/2018 08:00 AM Date/Time In 05/08/2018 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms	
				Out	In
SILVER	KFN1838	RAM 1500	7P7WXD	3,200	8,003
VIN:1C6RR6GT6JS149297					
WHITE	KTR7485	F15C	7QG1P6	3	1,000
VIN:1FTEW1C53JKE01534					

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

03252535214019
SZST

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00
Subtotal			600.00
Total Charges (USD)			600.00

PAYMENTS

Payment	Master Card	-600.00
Total Payments (USD)		-600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

For Billing Inquiries / Payment Terms :
Tel#:+1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
	1YSS67	Amount
		0
		GPBR
		06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #:
Bill Ref #:
Invoice Date:
Account #:

1SMHBL
8000-2497-2949
04/13/2018

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 03/09/2018 08:00 AM Date/Time In 04/08/2018 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms	
				Out	In
SILVER	KFN1838	RAM 1500	7P7WXD	3,100	3,200

VIN: 1C6RR6GT6JS149297

CLAIM INFORMATION

Claim# / PO# / RO#	Insured
Date of Loss	Type of Loss
	Type of Vehicle
	Repair Shop

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

03 252 535214019
52 ST

For Billing Inquiries / Payment Terms :

Tel#:+1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance

Remit To :
ENTERPRISE RENT-A-CAR
21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388

Amount Due (USD) 0

Paid By:
KENNY MARTIN
3001 N 23RD
LAPORTE, TX 77571

Fed Tax Id: 26-4086616

Account #	Rental Agreement	Amount	GPBR
	1SMHBL	0	06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #:
Bill Ref #:
Invoice Date:
Account #:

1GK8MK
8000-2465-4374
03/27/2018

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 02/07/2018 08:00 AM Date/Time In 03/09/2018 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
SILVER	KFN1838	B15Q	7P7WXD	3,000	3,100

VIN: 1C6RRR6GT6JS149297

CLAIM INFORMATION

Claim# / PO# / RO#	Insured		
Date of Loss	Type of Loss	Type of Vehicle	Repair Shop

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates, for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

032 5253 5214019
525T

For Billing Inquiries / Payment Terms :
Tel#:+1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
	1GK8MK	Amount
		0
		GPBR
		06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 18BGLR
Bill Ref #: 8000-2405-1692
Invoice Date: 02/22/2018
Account #:

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 01/08/2018 08:00 AM Date/Time In 02/07/2018 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out In
SILVER	KFN1838	B15Q	7P7WXD	2,900 3,000

VIN: 1C6RR6GT6JS149297

CLAIM INFORMATION

Claim# / PO# / RO#	Insured		
Date of Loss	Type of Loss	Type of Vehicle	Repair Shop

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00
Subtotal			600.00
Total Charges (USD)			600.00

PAYMENTS

Payment	Master Card	-600.00
Total Payments (USD)		-600.00

Amount Due (USD)

0.00

Individual line item charges such as rental rates, for Time and Distance, percentage-based charges (e.g. sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

032 5253 521 7019
S25T

For Billing Inquiries / Payment Terms :

Tel#:+1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
	18BGLR	0
	Amount	GPBR
	0	06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 9WJNZ4
Bill Ref #: 8000-2365-7343
Invoice Date: 01/31/2018
Account #:

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 12/09/2017 08:00 AM Date/Time In 01/08/2018 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
WHITE	JTF3218	B15C	7PR8FN	5,700	10,416
VIN:1C6RR6TT8HS821652					
SILVER	KFN1838	B15Q	7P7WXD	2,814	2,900
VIN:1C6RR6GT6JS149297					

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

03252535214019
S25T

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

For Billing Inquiries / Payment Terms :

Tel#:+1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance		Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571		
Fed Tax Id: 26-4086616	Account #	Rental Agreement	Amount
		9WJNZ4	0
			GPBR 06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 9RH2NM
Bill Ref #: 8000-2292-4527
Invoice Date: 12/15/2017
Account #:

9RH2NM
8000-2292-4527
12/15/2017

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 11/09/2017 08:00 AM
Date/Time In 12/09/2017 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
WHITE	JTF3218	B15C	7PR8FN	5,600	5,700

VIN: 1C6RR6TT8HS821652

CLAIM INFORMATION

Claim# / PO# / RO#	Insured
Date of Loss	Type of Loss
	Type of Vehicle
	Repair Shop

BILLING DETAIL			
Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00
Subtotal			600.00
Total Charges (USD)			600.00
PAYMENTS			
Payment	Master Card		-600.00
Total Payments (USD)			-600.00
Amount Due (USD)			0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

03252535219019
S2ST

For Billing Inquiries / Payment Terms :

Tel#: +1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388	Amount Due (USD) 0								
	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571								
Fed Tax Id: 26-4086616	<table border="1"> <thead> <tr> <th>Account #</th> <th>Rental Agreement</th> <th>Amount</th> <th>GPBR</th> </tr> </thead> <tbody> <tr> <td>9RH2NM</td> <td></td> <td>0</td> <td>06HC</td> </tr> </tbody> </table>	Account #	Rental Agreement	Amount	GPBR	9RH2NM		0	06HC
Account #	Rental Agreement	Amount	GPBR						
9RH2NM		0	06HC						



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 9DYQ9N
Bill Ref #: 8000-2266-9874
Invoice Date: 11/30/2017
Account #:

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out: 10/10/2017 08:00 AM
Date/Time In: 11/09/2017 08:00 AM

Renter: MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
WHITE	JTF3218	B15C	7PR8FN	5,500	5,600

VIN: 1C6RR6TT8HS821652

CLAIM INFORMATION

Claim# / PO# / RO#	Insured		
Date of Loss	Type of Loss	Type of Vehicle	Repair Shop

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates, for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

03252535214019
S25T

For Billing Inquiries / Payment Terms :
Tel#: +1 3463316500
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 21503 SPRING PLAZA DR SUITE 200 SPRING, TX 77388	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
		Amount
	9DYQ9N	0
		GPBR
		06HC



21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388-1345

Rental Agreement #: 8T297X
Bill Ref #: 8000-2158-8982
Invoice Date: 09/29/2017
Account #:

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 08/11/2017 08:00 AM Date/Time In 09/10/2017 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
WHITE	JCB2862	TRAVERS	7NYRWH	5,600	10,048

VIN: 1GNKRGKD0HJ271595

WHITE	JTF3218	B15C	7PR8FN	4,055	4,500
-------	---------	------	--------	-------	-------

VIN: 1C6RR6TT8HS821652

CLAIM INFORMATION

Claim# / PO# / RO#	Insured
Date of Loss	Type of Loss
	Type of Vehicle
	Repair Shop

03 25253 S217019
S2ST

For Billing Inquiries / Payment Terms :

Tel#:+1 3463316500

HTNARADMIN99@EHI.COM

Payment Due within days of invoice date

Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance

Amount Due (USD) 0

Remit To :

ENTERPRISE RENT-A-CAR
21503 SPRING PLAZA DR
SUITE 200
SPRING, TX 77388

Paid By:

KENNY MARTIN
3001 N 23RD
LAPORTE, TX 77571

Fed Tax Id: 26-4086616

Account #

Rental Agreement
8T297X

Amount
0

GPBR
06HC

EXPENDITURES

C) Equipment

2) – Computers

\$3,530.20

CovertTrack Group

Invoice

15600 N 78th Street
Scottsdale, AZ 85260

Date	Invoice #
10/6/2017	24122
Terms	Due Date
Net 30	11/5/2017

Bill To
La Porte Police Dept 3001 N 23rd St La Porte, TX 77571

Ship To
La Porte Police Dept 3001 N 23rd St La Porte, TX 77571

S.O. No.	FO #	P.O. Number	Ship Date	Via	Tracking Number
4145	9418		10/6/2017	UPS	1Z3305RX0390243077

Description	Start Date	End Date	Quantity	Price Each	Amount
Stealth IV Basic Tracking Device - Using AT&T HSPA Serial Number: 359739073063380			1	995.00	995.00
New airtime (1 Year) of Unlimited 5 Second Updates & Annual Subscription to Access the CovertTrack Mapping Product	10/06/2017	10/05/2018	1	600.00	600.00
Shipping and Handling			1	15.00	15.00

Subtotal	\$1,610.00
Tax (7.95%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$1,610.00



PAID

Invoice

INV-20335

Balance Due
\$0.00

RCN Technologies
12748 Kingston Pike
Suite 104
KNOXVILLE Tennessee ,37934
865-293-0350

Bill To
City of La Porte TX
604 W Fairmont Parkway
La Porte
TX, 77571

Ship To
Grady Parker

3001 North 23rd St
La Porte
TX, 77571
U.S.A

*Credentialed
receiver*

Invoice Date : 11/02/2017
Terms : Due on Receipt
Due Date : 11/02/2017
P.O.# : SO-01663
Sales person : Jameson Chatman
Special Program : NONE

#	Item & Description	Qty	Rate	Amount
1	Prime 600C 1-yr for Verizon SKU : PRM2-600CE-1-VZ 1-yr NCM Prime, NETCloud Perimeter* with IBR600C-LP router (wifi), 24x7 support	1.00	599.99	599.99

*032 9253
521 2015
52 ST*

Sub Total	599.99
Shipping charge	22.00
Total	\$621.99
Payment Made	(-) 621.99
Balance Due	\$0.00

Notes

Thanks for your business.

Terms & Conditions

- Items must be returned within 30 days
- Items must be returned in the original box with ALL contents including hardware, instruction guides, cables, accessories AND inserts for the box

Goonie, Alvin

From: sales@discount-low-voltage.com
Sent: Saturday, October 28, 2017 5:22 PM
To: Goonie, Alvin
Subject: Your Order Has Been Received!

[Shop >>](#)

[About Us >>](#)

[Blog >>](#)



ORDER NO. 823-51300

DATE: 10/28/2017

Thank you Alvin Goonie!

Your Order Has Been Received!

Order Summary:

Item	Brief Description	OptionsQty	Rate	Amount
NEZ33	Specified Technologies NEZ33 EZ Path Smoke and Acoustical Pathway (Device Only)	1	\$49.50	\$49.50
Subtotal				\$49.50
Shipping				\$9.19
Tax				\$0.00
Total				\$58.69

ms

Billing Address:

Alvin Goonie
La Porte Police Department
3001 North 23rd Street
La Porte TX 77571
United States

Shipping Address:

Alvin Goonie
La Porte Police Department
3001 North 23rd Street
La Porte TX 77571
United States
Phone: (281) 842-3135

Shipping Method:

USPS Priority Mail®

032525852/2015
SZST



Final Details for Order #112-4853535-0574625

Print this page for your records.

Order Placed: November 2, 2017
Amazon.com order number: 112-4853535-0574625
Order Total: \$101.88

Shipped on November 6, 2017

Items Ordered	Price
2 of: Tripp Lite 24-Port 1U Rackmount Cat6 110 Patch Panel 568B, RJ45 Ethernet(N252-024) Sold by: Amazon.com LLC	\$50.94
Condition: New	

Shipping Address:
Alvin Goonie
3001 N 23RD ST
LA PORTE, TX 77571-3185
United States

Shipping Speed:
FREE Shipping

Item(s) Subtotal:	\$101.88
Shipping & Handling:	\$17.67
Free Shipping:	-\$17.67

Total before tax:	\$101.88
Sales Tax:	\$0.00

Total for This Shipment: \$101.88

Payment information

Payment Method:
MasterCard | Last digits: 5043

Billing address
Alvin Goonie
3001 N 23RD ST
LA PORTE, TX 77571-3185
United States

Item(s) Subtotal:	\$101.88
Shipping & Handling:	\$17.67
Free Shipping:	-\$17.67

Total before tax:	\$101.88
Estimated tax to be collected:	\$0.00

Grand Total: \$101.88

Credit Card transactions

MasterCard ending in 5043: November 6, 2017: \$101.88

To view the status of your order, return to [Order Summary](#).

03252535212015
52ST



032-5253-521-8021
SZST

Final Details for Order #113-4130916-8762648

Print this page for your records.

Order Placed: November 12, 2017
Amazon.com order number: 113-4130916-8762648
Order Total: \$149.95

Shipped on November 13, 2017

Items Ordered	Price
1 of: <i>CORSAIR K70 LUX Mechanical Gaming Keyboard - Backlit Blue LED - USB Passthrough & Media Controls - Linear & Quiet - Cherry MX Red</i>	\$99.99
Part 1 of 2 - <u>Corsair Gaming K70 LUX Mechanical Keyboard, Backlit Blue LED, Cherry MX Red and Corsair Gaming M65 Pro RGB FPS Gaming Mouse, Backlit RGB LED, 12000 DPI, Optical</u>	
Sold by: Amazon.com LLC	

Condition: New

Shipping Address:

Alvin Goonie
3001 N 23RD ST
LA PORTE, TX 77571-3185
United States

Item(s) Subtotal:	\$99.99
Shipping & Handling:	\$9.40
Free Shipping:	-\$9.40

Total before tax:	\$99.99
Sales Tax:	\$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$99.99

Shipped on November 13, 2017

Items Ordered	Price
1 of: <i>CORSAIR M65 Pro RGB - FPS Gaming Mouse - 12,000 DPI Optical Sensor - Adjustable DPI Sniper Button - Tunable Weights - Black</i>	\$49.96
Part 2 of 2 - <u>Corsair Gaming K70 LUX Mechanical Keyboard, Backlit Blue LED, Cherry MX Red and Corsair Gaming M65 Pro RGB FPS Gaming Mouse, Backlit RGB LED, 12000 DPI, Optical</u>	
Sold by: Amazon.com LLC	

Condition: New

Shipping Address:

Alvin Goonie
3001 N 23RD ST
LA PORTE, TX 77571-3185
United States

Item(s) Subtotal:	\$49.96
Shipping & Handling:	\$6.09
Free Shipping:	-\$6.09

Total before tax:	\$49.96
Sales Tax:	\$0.00

Shipping Speed:

Total for This Shipment: \$49.96

Two-Day Shipping

Payment information

Payment Method:

MasterCard | Last digits: 5043

Billing address

Alvin Goonie
3001 N 23RD ST
LA PORTE, TX 77571-3185
United States

Item(s) Subtotal: \$149.95
Shipping & Handling: \$15.49
Free Shipping: -\$15.49

Total before tax: \$149.95
Estimated tax to be collected: \$0.00

Grand Total: \$149.95

Credit Card transactions

MasterCard ending in 5043: November 13, 2017: \$149.95

To view the status of your order, return to [Order Summary](#).

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Fischer's ^{Do it} Best Hardware

FISCHERS HARDWARE INC
 1012 S. BROADWAY
 LA PORTE, TX. 77571

PAGE NO

Open Mon - Fri 7:30-7 Sat 8-6 Sun 9-5 For Your Convenience

RECEIPT REQUIRED FOR REFUND OR EXCHANGE

for cameras

CITY OF LA PORTE NO TAX

CUST # 8987
 TERMS: NET 30 DAYS

INV # 681698
 DATE : 11/03/17
 CLERK: ROB
 TERM # 553

GOODIE/VIN

DATE: 12/3/17

TIME 10:10
 DUPLICATE
 * INVOICE *
 DUPLICATE

Terms: All claims and returned goods **MUST** be accompanied by this bill.

QUANTITY	UM	ITEM	DESCRIPTION	SUB PRICE	PRICE/PER	EXTENSION
1	EA	370738	16322 SAW DRYWALL 6"		7.99 /EA	7.99 N
8	EA	F	FASTENERS		.12 /EA	.96 N
8	EA	F	FASTENERS		.43 /EA	3.44 N
8	EA	F	FASTENERS		.79 /EA	6.32 N
8	EA	F	FASTENERS		1.69 /EA	13.52 N
8	EA	F	FASTENERS		1.29 /EA	10.48 N
12	EA	F	FASTENERS			

525T

032 5253 521 8021

** PAYMENT RECEIVED **
 ** PAID IN FULL **

DEBIT CARD PAYMENT
 31C0RDXXXXXXXXXXXXX5043

47.71 TAXABLE
 47.71 NON TAXABLE
 47.71 SUB-TOTAL
 47.71 TAX AMOUNT
 47.71 TOTAL INVOICE

0.00
 47.71
 47.71
 0.00
 47.71

[Signature]

X _____ RECEIVED BY



**COVERT CONCEPTS
AND CONSULTING**

INVOICE

PTZ Camera for Trailer

Covert Concepts and Consulting
3215 South Nolan Court
Pearland, Texas 77584
United States

Phone: 713-726-6239
Mobile: 281-248-3002

BILL TO
Parker Grady
Parker Grady

ParkerG@laportetx.gov

Invoice Number: 110

Invoice Date: March 22, 2018

Payment Due: March 30, 2018

Amount Due (USD): \$939.98

Items	Quantity	Price	Amount
PTZ Camera 3MP PTZ Out 3MP 30X Zoom 150 meter IR 24V / POE Camera HX-NOD7330IW	1	\$879.99	\$879.99
PTZ Pendant and Ceiling Mount Bracket Needed Hardware to fit PTZ Camera	1	\$59.99	\$59.99

Total: \$939.98

Amount Due (USD): **\$939.98**

Notes

James Wright- 281-248-3002
Todd Neilon 713-726-6239

SZST

EXPENDITURES

C) Equipment

4) – Furniture

\$1,262.58



**More saving.
More doing.SM**

LAURA ROLDAN-STORE MANAGER
CLEAR LAKE SHORES, TX 77565 (281)538-3988

6560 00002 49078 11/21/17 08:54 AM
CASHIER TAYLOR

090489125530 BALUSTER <A>
2X2-36" PT SQUARE END BALUSTER
32@0.87 27.84N
092097213814 TEKS1-7/16 <A> 21.38N
TEKS 10X1-7/16" PFH W/WINGS, 300CT
764666564473 GRN 5# SCREW <A> 22.98N
DECKMATE SCREW, GREEN, 2 IN, 5LB
077089215007 15PC BRUSHES <A> 22.49N
CHIP 15 PIECE MULTI BRUSH SET
0000-166-073 1/2 RTD SHTG <A>
15/32 4X8 RTD PLYWOOD (3-PLY)
2@16.05 32.10N

SUBTOTAL 126.79
SALES TAX 0.00

TAX EXEMPT
TOTAL XXXXXXXXXXXXXXXX \$126.79
MASTERCARD

USD\$ 126.79

AUTH CODE 019945/7020021 TA
Chip Read
AID A0000000041010 435245444954
TVR 0000088000
IAD 01106090012200007B0000000000000000FF
TSI E800
ARC 00

P.O.#/JOB NAME: 0



6560 02 49078 11/21/2017 4610

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 12/12/2017
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

**ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT CARD!**

Tell us about your store visit!
Complete our short survey and
enter for a chance to win at:

www.homedepot.com/survey

**PARTICIPE EN UNA
OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!**

Comparta Su Opinion! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:

www.homedepot.com/survey

User ID:
HTJ 105005 98447

Password:
17463 98445

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

*shelving
expanses*



More saving.
More doing.SM

LAURA ROLDAN-STORE MANAGER
CLEAR LAKE SHORES, TX 77565 (281)538-3988

6560 00002 49080 11/21/17 09:15 AM

090489125530 BALUSTER <A>	
2X2-36" PT SQUARE END BALUSTER	
32@0.87	27.84N
092097213814 TEKS1-7/16 <A>	29.34N
TEKS 10X1-7/16" PFH W/WINGS, 300CT	
764666564473 GRN 5# SCREW <A>	22.98N
DECKMATE SCREW, GREEN, 2 IN, 5LB	
077089215007 15PC BRUSHES <A>	22.49N
CHIP 15 PIECE MULTI BRUSH SET	
0000-166-073 1/2 RTD SHTG <A>	
15/32 4X8 RTD PLYWOOD (3-PLY)	
2@16.05	32.10N

SUBTOTAL 134.75
SALES TAX 0.00

TAX EXEMPT
TOTAL XXXXXXXXXXXXXXXX \$134.75

MASTERCARD
USD\$ 134.75

AUTH CODE 019945/7020021 TA
Chip Read
AID A0000000041010 435245444954
TVR 0000088000
IAD 01106090012200007B0000000000000000FF
TSI E800
ARC 00

P.O.#/JOB NAME: 0



6560 02 49078 11/21/2017 4610

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 12/12/2017

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT CARD!

Tell us about your store visit!
Complete our short survey and
enter for a chance to win at:

www.homedepot.com/survey

PARTICIPE EN UNA
OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!

Comparta Su Opinion! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:

www.homedepot.com/survey

User ID:
HTJ 105005 98447

Password:
17463 98445

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

*shelving
in
explorer
room*

TRACTOR SUPPLY CO

TractorSupply.com

032
5253521
2015
6202 GARTH RD
BAYTOWN, TX 77521
281-421-0649
5251

Ticket: 704208
Date: 2/26/18 Time: 9:05 AM
Store: 1172 Register: 2
Cashier: Alexandra
Customer: RAFAEL GARZA
Phone #: 2814705020
Company: CITY OF LA PORTE

Item	Qty	Price	Amount
WINCHESTER 10 GUN FIRE SAFE; ELEC LOCK 1074464	2	329.99	659.98
Subtotal:			659.98
Tax:			0.00
Total:			659.98

MasterCard
*****3205 - Pinpad Swiped
Authorization #: 038163
Terminal ID: 001791172000200
CVM: Signature Required

Change 0.00
I agree to pay the above amount according to my card issuer agreement.

Tax Exempt Information

Name: RAFAEL GARZA
Address: 3001 NORTH 23TH ST
City/St: LA PORTE, TX
Zip Code: 77571
Phone: 281-470-5020

Tax Exempt Reason: Government Agencies
Expiration Date:
Tax Exempt Holder:

This transaction consists of one or more items identified as exempt from state sales or use tax. By signing below, and under penalties of perjury, signee declares he/she legally has the right to purchase the above items exempt from sales and use tax and these items will be used exclusively in a manner which qualifies for the exemption claimed. Failure to comply with provisions of applicable tax laws and regulations may result in assessment of state and local taxes as well as penalty and interest. The signee affirms that all information provided including name, address, and sales tax exemption number (if required) is true and accurate. I hereby understand and agree that Tractor Supply Co. may use my signature provided hereon for completion of a valid exemption certificate if and when necessary.



03252535213020
SZST

Bedford, Michelle

From: Amazon.com <auto-confirm@amazon.com>
Sent: Monday, October 30, 2017 2:35 PM
To: Bedford, Michelle
Subject: Your Amazon.com order of "Quartet Dry Erase Board..." and 2 more items.



| [Your Account](#) | [Amazon.com](#)

Order Confirmation

Order #114-4017602-0695455

Order #114-9860233-7884216

Hello Michelle Bedford,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. If you would like to view the status of your order or make any changes to it, please visit [Your Orders](#) on Amazon.com.

Your purchase has been divided into 2 orders.

This order is placed on behalf of City of La Porte Police Department.

Order Details

Order #114-4017602-0695455

Placed on Monday, October 30, 2017

Your guaranteed delivery date is:

Wednesday, November 1

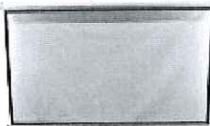
Your shipping speed:

Two-Day Shipping

[Order Details](#)

Your order will be sent to:

**Michelle Bedford - LPPD
3001 N 23RD ST
LA PORTE, TX 77571-3185
United States**



VIVO 100" Projector Screen, 100 inch Diagonal 16:9
Projection HD Manual Pull Down Home Theater VIVO
(PS-M-100)
Electronics
Sold by VIVO
Condition: New

\$68.49



Elite Screens 6" Wall Hanging L-Brackets, for
Manual/Spectrum/VMAX2 series, ZVMAXLB6-W
Electronics
Sold by Amazon.com LLC

\$22.58

Item Subtotal:	\$91.07
Shipping & Handling:	\$31.79
Promotion Applied:	-\$31.79
Total Before Tax:	\$91.07
Estimated Tax:	\$0.00
Order Total:	\$91.07

The payment details of your transaction can be found on the order invoice.

m Bedford

Order #114-9860233-7884216
Placed on Monday, October 30, 2017

Your estimated delivery date is:
**Wednesday, November 8 -
Tuesday, November 14**

Your shipping speed:
Standard Shipping

[Order Details](#)

Your order will be sent to:
**Michelle Bedford - LPPD
3001 N 23RD ST
LA PORTE, TX 77571-3185
United States**



Quartet Dry Erase Board, Whiteboard / White Board,
Magnetic, 4' x 6', Porcelain, Aluminum Frame (PPA406)
Office Product
Sold by BuyOnlineNow
Condition: New

\$249.99

Item Subtotal:	\$249.99
Shipping & Handling:	\$0.00
Total Before Tax:	\$249.99
Estimated Tax:	\$0.00
Order Total:	\$249.99

The payment details of your transaction can be found on the order invoice.

m Bedford

To learn more about ordering, go to [Ordering from Amazon.com](#).
If you want more information or need more assistance, go to [Help](#).

Thank you for shopping with us.
Amazon.com

EXPENDITURES

C) Equipment

5) – Software

\$10,140

03252535213001
52ST

Invoice



Lexipol, LLC
16755 Von Karman Ave, Suite 250
Irvine, CA 92606

Date	Invoice #
10/10/17	22180

Bill To
La Porte Police Department Attn: Accounts Payable 3001 N 23rd St La Porte, TX 77571

Terms	Due Date
Net 30	11/9/17

Description
The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base. 11/01/2017 - 10/31/2018
Law Enforcement Procedure Manual Online Annual Subscription (Included Free of Charge)

Thank you!	Total \$10,140.00
------------	---------------------------------

Phone #	949-484-4444	ATTENTION: LEXIPOL HAS MOVED. Please change the address and remit payment to: 16755 Von Karman Ave, Suite 250, Irvine, CA 92606 Thank you.
Fax #	949-484-4443	

EXPENDITURES

C) Equipment

7) – Uniforms

\$6,355.72

0325.2535212003

Benavides & Frank Embroidery, Inc.

SZST

CPA Graduation

3203 Preston P: 832-243-4179
Pasadena, TX 77505 F: 832-243-4223

Bill To: LAPORTE PD
ATTN:

Phone:
Fax:
Email:

Invoice Date: 11/13/2017
Invoice # 6012-10825

Item #	Description	Qty	Unit Price	Discount	Price
	K164 polo				-
	2 small	2	19.98		39.96
	2 med	2	19.98		39.96
	7 large	7	19.98		139.86
	6 XL	6	19.98		119.88
	2 XXL	2	21.98		43.96
	logo	19	7.50		142.50
	volunteer	19	6.00		114.00

11/13/2017

B. F. EMBROIDERY
3203 PRESTON
PASADENA, TX 77505

CREDIT CARD
MC SALE

14:25:16

CARD # XXXXXXXXXXXXXXX8091
Chip Card: CREDIT
Chip Card AID: A0000000041010
ATC: 0014
TC: CBAE49C265BDF164

INVOICE 0004
SEQ #: 0002
Batch #: 000682
Approval Code: 032906
Entry Method: Chip Read
Mode: Issuer - PIN Verified
Tax Amount: \$0.00
Cust Code: 123

SALE AMOUNT \$640.12

CUSTOMER COPY

Handwritten signature: B. F. Embroidery

All digitizations remain the property of Benavides & Frank Embroidery Inc.

Payment is expected prior to the commencement of your work order
Minimal orders are subject to shipping charges

Invoice Subtotal \$ 640.12

Tax Rate ~~8.25%~~

Sales Tax ~~52.81~~

Shipping

Deposit Received

TOTAL \$ 692.93

Handwritten initials: MB

EXPLORER SHIRTS - PANTS
DANE OUTFIT 2 MCGNUFF OUTFIT

Spencer Cleaners

8220 Spencer Hwy
Pasadena, 77505 Texas 77505
281-930-9500

Dec 1, 17 Fri 08:35 am

*** Roger Gonzalez**

C:281-739-1797

Fri Dec 1 5 pm
7dc

505287

Qty	Item
2	Sweaters
1	Long Heavy coat
1	Belt
1	Jacket
1	Pants
1	Jacket Lined

Served by Rosie
Store copy

28.60

Your order will be ready
Fri Dec 1 at 5 pm



3
50 2003
525+

Main Street Emb Shop LLC

Invoice

907 West Main
La Porte, Texas 77571

Phone #	Fax #	E-mail
281-470-7755	281-470-9955	mainstreetemb@acorn.com
Web Site	www.mainstreetembroideryshop.com	

Date	Invoice #
2/8/2018	22837
PURCHASE ORDER	
Ship To	

Bill To
City of La Porte - Citizens Police Officer Roger Gonzales 832-970-4120

Quantity	Item Code	Description	Price Each	Amount
4	ST350	Moisture Wicking Competitor Tee - Small	15.00	60.00
6	ST350	Moisture Wicking Competitor Tee - Medium	15.00	90.00
14	ST350	Moisture Wicking Competitor Tee - Large	15.00	210.00
21	ST350	Moisture Wicking Competitor Tee - XL	15.00	315.00
5	ST350	Moisture Wicking Competitor Tee - 2XL	17.00	85.00
4	ST350	Moisture Wicking Competitor Tee - 3XL	18.00	72.00
2	ST350	Moisture Wicking Competitor Tee - 4XL	19.00	38.00
4	Screen Setup	Screen Setup	20.00	80.00
1	CS410	Men's Moisture Wicking Security Shirt - Size Medium	40.00	40.00
1	JST71	Sideline Jacket	45.00	45.00

S3 2008
S2ST

<p>STORE HOURS: Monday - Friday 9:00 A.M. - 5:00 P.M. After hours by appointment only! Thank You! We Value and Appreciate Your Business!</p>	Total	\$1,035.00
	Payments/Credits	-\$1,035.00
	Balance Due	\$0.00



INVOICE

N

BILLING INQUIRIES (866) 286-1358

Page 1 of 1

PO Box 54430
Lexington, KY 40555-4430
Billing Questions:AR@Galls.com

ACCOUNT NUMBER	1000945371
TERMS	NET 30
INVOICE NUMBER	009461221
INVOICE DATE	03/06/2018
DUE DATE	04/05/2018
SHIP VIA	Consolidated Shipment
P.O. NUMBER	PO180295
SALES ORDER	10092740
FOB SHIPPING POINT	F.O.B. Shipping Point

When applicable, merchandise was received and signed for by (signature below):



Sold To:
LA PORTE POLICE DEPT
ED SWENSON
3001 N 23RD ST
LA PORTE TX 77571

Ship To:
LA PORTE POLICE DEPT
ED SWENSON
3001 N 23RD ST
LA PORTE TX 77571

CID

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
BY567 1012	SPEED PLATE PLUS SHOOTER'S CUT	LEX	9	350.00	3,150.00
<i>Received with</i>					

1Z4109850335064558

Subtotal:	3,150.00
Shipping:	\$0.00
Tax:	\$0.00
CREDIT/PREPAYMENTS:	\$0.00
TOTAL CHARGES CURRENT SHIPMENT:	3,150.00



To ensure proper payment application, please write your account number on your check, and include the attached coupon with your payment

INVOICE DATE	03/06/2018	DUE DATE	04/05/2018
ACCOUNT NUMBER	1000945371	AMOUNT DUE	3,150.00
		INVOICE NUMBER	009461221

Bill To:
LA PORTE POLICE DEPT
ED SWENSON
3001 N 23RD ST
LA PORTE TX 77571

Payable To:
GALLS, LLC-DBA LONESTAR UNIFOR
P.O. BOX 71628
CHICAGO, IL 60694-1628

03252535212007

525T



INVOICE

N

BILLING INQUIRIES (866) 286-1358

Page 1 of 1

PO Box 54430
Lexington, KY 40555-4430
Billing Questions: AR@Galls.com

ACCOUNT NUMBER 1000945371
TERMS NET 30
INVOICE NUMBER 009510769
INVOICE DATE 03/13/2018
DUE DATE 04/12/2018
SHIP VIA Consolidated Shipment
P.O. NUMBER PO180295

When applicable, merchandise was received and signed for by (signature below):



SALES ORDER 10092740
FOB SHIPPING POINT F.O.B. Shipping Point

Sold To:
LA PORTE POLICE DEPT
ED SWENSON
3001 N 23RD ST
LA PORTE TX 77571

Ship To:
LA PORTE POLICE DEPT
ED SWENSON
3001 N 23RD ST
LT ED SWENSON
LA PORTE TX 77571

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
BY568 7X9	SPEED PLATE PLUS	DS	3	270.00	810.00
<i>received and signed</i>					

Subtotal: 810.00
Shipping: \$0.00
Tax: \$0.00
CREDIT/PREPAYMENTS: \$0.00
TOTAL CHARGE\$ CURRENT SHIPMENT: 810.00



To ensure proper payment application, please write your account number on your check, and include the attached coupon with your payment

INVOICE DATE 03/13/2018
ACCOUNT NUMBER 1000945371

DUE DATE 04/12/2018
AMOUNT DUE 810.00
INVOICE NUMBER 009510769

Bill To:
LA PORTE POLICE DEPT
ED SWENSON
3001 N 23RD ST
LA PORTE TX 77571

Payable To:
GALLS, LLC-DBA LONESTAR UNIFOR
P.O. BOX 71628
CHICAGO, IL 60694-1628

*03252835212003
52ST*

0325253 5212003

Dove, Melissa

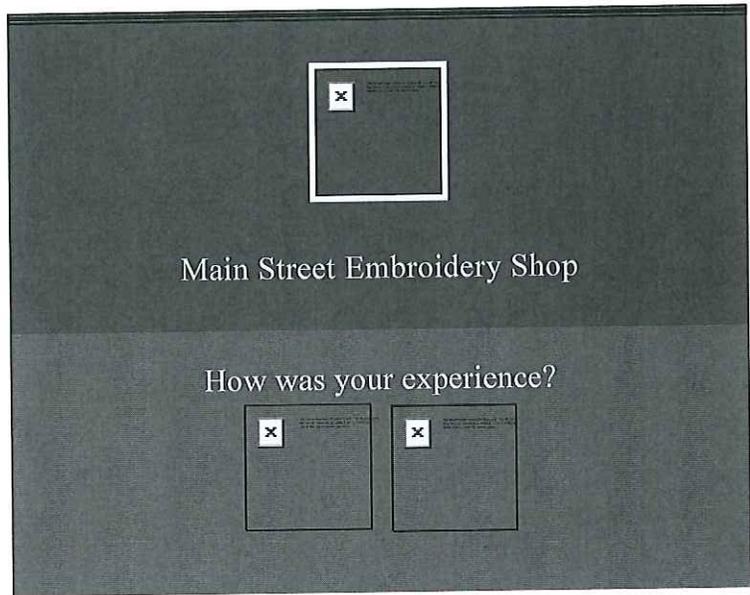
From: Gonzalez, Roger
Sent: Thursday, April 12, 2018 10:51 AM
To: Dove, Melissa
Subject: FW: Receipt from Main Street Embroidery Shop

525T

Shirts for CPA Graduates

From: Main Street Embroidery Shop via Square [mailto:receipts@messaging.squareup.com]
Sent: Tuesday, April 10, 2018 12:44 PM
To: Gonzalez, Roger <GonzalezR@laportetx.gov>
Subject: Receipt from Main Street Embroidery Shop

Square automatically sends receipts to the email address you used at any Square seller. [Learn more](#)



\$692.00

Custom Amount	\$692.00
Total	\$692.00

Main Street Embroidery Shop

281-470-7755

MasterCard 9699 (Swipe)



ROGER GONZALEZ

Apr 10

2018 at

12:37

PM

#xqUj

Auth

code:

047186

© 2018 Square, Inc.

1455 Market Street, Suite 600

San Francisco, CA 94103

[Square Privacy Policy](#) · [Not your receipt?](#)

[Manage preferences](#) for digital receipts



EXPENDITURES

D) Supplies

1) – Office Supplies

\$90.00

2168 Bayport Blvd.
Seabrook, TX
77586



Invoice

Date	Invoice #
12/1/2017	17-30463

Bill To

La Porte Police Department

Received By _____
Date _____

P.O. Number	Terms	Ship	Via
		12/1/2017	pickup

Quantity	Item Code	Description	Price Each	Amount
1	plaque	Gavel Plaque <i>LPCPAAA plaque 4 retiring President 032525352/2015 525T</i>	90.00	90.00T

Thank You For Choosing Crown Trophy.
View Our Catalogs Online At
www.crowntrophy.com/store-109



Subtotal	\$90.00
Sales Tax (0.0%)	\$0.00
Total	\$90.00
Payments/Credits	\$0.00
Balance Due	\$90.00

msb

Phone #	Fax #	E-mail	Web Site
2812919977	281-291-9965	CROWNSEA@SBCGL...	www.crowntrophy.co...

EXPENDITURES

E) Travel – In State

1 a) – Transportation

\$53.46

TRAVELER EXPENSE
TRAINING

Welcome to Shell
1021 W ST MARY
CENTERVILLE TX 75833
903-536-2434

SHELL
145 / SH 7
CENTERVILLE, TX
75833
54216000023
01/26/2018 66190105
01:59:29 PM

PUMP# 3
REGULAR 22.4710
PRICE/GAL \$2.379

FUEL TOTAL \$ 53.46

CREDIT \$ 53.46

XXXX XXXX XXXX 9699
IC FLEET
Swiped
APPROVED
AUTH # 065300
INV # 831552

032 5253 5213020

525T

Bonus Savings
Don't miss out on
INSTANT GOLD STATUS!
Join Fuel Rewards
and save at least
\$.05/gal on every
fuel purchase.
Pick up a FREE card
and register at
fuelrewards.com/gold
or download the Fuel
Rewards app to join!

THANK YOU FOR SHOPPING AT WOODY'S #1!
DSL fuel contains up to 5% Biodiesel
State DSL tax \$.19 per gal
Please come again

EXPENDITURES

E) Travel

1) – In State Travel

b) Meals & Lodging

\$3,394.76

FOR EXPENSE

CREDIT CARD
ORDER

COAST

7

Payment Status: Approved

6763
Domino's Pizza
(281) 470-1167

12/21/2017
Order 485396

6:37 PM
Server 1244

Delivery
ROGER GONZALEZ
3001 N 23RD ST
(281) 739-1797

Mastercard

CREDIT CARD # XXXXXXXXXXXXX9699
REFERENCE 16871036148
APPROVAL CODE 097933

Amount \$50.67

Tip _____

Total _____

X _____
SIGNATURE

I AGREE TO PAY THE ABOVE TOTAL
AMOUNT ACCORDING TO CARD ISSUER
AGREEMENT

Thank you for being a
Piece of the Pie Rewards Member!

DEL EXPS ID _____

ANY DELIVERY CHARGE IS NOT A TIP
PAID TO YOUR DRIVER

03252535212015
52ST

Local Business Expenses Form

WHO Roger Gonzalez

WHAT \$50.67

Please tape Receipt Here

WHEN 12/21/2017

WHERE Dominos pizza

WHY Lunch-Explorer class

Additional Information: _____

NOT A BUSINESS EXPENSE

(This expense is not considered to be a legitimate business expense and will be added to the employee's W-2 as taxable earnings)

YES, A BUSINESS EXPENSE

(I certify that this expense is a legitimate business expense for the City of La Porte, and will not be considered earnings to the employee)

This form **requires** one of the boxes listed above to be checked, and the Department Director signature.

Signature: _____

 01/21/18

Local Business Expenses Form

WHO Name of Person(s) Present

WHAT Amount and Explanation of Expenditure

Please tape Receipt Here

WHEN Date and Time

WHERE Name of Restaurant

WHY Event Attended

SAMPLE

Additional Information: Note any specific details or explanation to further explain/justify expenditure. Be sure to attach all necessary documentation.

Fork Feed
Explorers

29

Kings Bbq

521 W. Main
La Porte, TX 77571
(281) 470-8358

Server: Jonathan
DINE IN

1	BBQ Baked Potato	\$8.59
1	Soft Drinks	\$1.99
1	BBQ Baked Potato	\$8.59
1	Soft Drinks	\$1.99
1	BBQ Baked Potato	\$8.59
1	Soft Drinks	\$1.99
1	Rib Eye Sandwich W/Frie	\$6.99
1	Soft Drinks	\$1.99
1	BBQ Baked Potato	\$8.59
1	Soft Drinks	\$1.99
1	Chopped Bbq	\$5.75
1	Ranch Potain	\$1.99
1	Soft Drinks	\$1.99
1	Soft Drinks	\$1.99
1	Large Cheeseburger W/Fr	\$6.39
1	Soft Drinks	\$1.99
1	Grilled Chicken Salad	\$7.29
1	Police Discount	\$28.53

Item Count: 18
Subtotal : \$50.16
Tax : \$4.14

Total : \$54.30

Charge On Credit Card : \$54.30

Created: Sat, Feb 24 '18 11:54 AM

Cashier: Jonathan

03a-5253-521 -
2015

Project
SZST

[Signature]

**CITY OF LA PORTE
TRAVEL REQUEST FORM**
(PRINT THIS FORM ON GREEN PAPER)

VENDOR: _____

DEPARTMENT ACCOUNT #	PROJECT #	DATE	AMOUNT \$
032-525-8521-3020 PD CSF		1/15/2018	196.70

The amount will automatically calculate (See below)

3 SZST

EMPLOYEE NAME: Jeff Dalton

DEPARTURE DATE: 1/23/2018

TIME: 12:00

DEPARTMENT: PD

RETURN DATE: 1/26/2018

TIME: 5:00

DIVISION: CID

Purpose/Destination of Travel: TLEAAA Advisor Seminar Explorers
Fort Worth, TX

THIS FORM REQUIRES BACKUP SHOWING THE DESTINATION, DATES, TIMES, ETC. TO BE COMPLETE.

ESTIMATED TRAVEL COST

Check box for any item that has been prepaid, and DO NOT list the amount.

- A TRANSPORTATION _____
- B LODGING _____
- C MEALS (PER DIEM) 196.70 *
- D REGISTRATION _____
- E OTHER _____

TOTAL ESTIMATE REQUESTED: 196.70

PER DIEM CALCULATION: 10 AT 19.67 = 196.70 *

of Meals Per Diem Rate Total Meal Amount

THE TOTAL SHOULD BALANCE WITH MEALS (PER DIEM) LISTED ABOVE.

***PLEASE NOTE: Meal money received at the Per Diem rate will not require receipts to be returned. (ALL OTHER ITEMS REQUIRE RECEIPTS)**

I have read and understand the Travel Policy. I will complete the Travel Expense form within five working days of my return, attach all required receipts and submit it to the Director of Finance. I will also refund to the City, the amount remaining, if any, of the advance received.

If this report is not submitted as required, this authorizes the City to deduct the full amount of this Travel Advance from my paycheck.

Date: _____ Employee Signature: _____

for signature
Jeff Dalton

APPROVAL: [Signature]
Department Director

City Manager (if required)

Budgeted funds available:	<input type="checkbox"/>	YES
Please check appropriate box.	<input type="checkbox"/>	NO

LA PORTE POLICE DEPARTMENTAL TRAINING REQUEST FORM

TOTAL TRAVEL ESTIMATE \$889.05
--

Type in this Column

NAME: Jeffrey Dallon
 DATE SUBMITTED: 10/17/2017

COURSE INFORMATION

Course Title: TLEAAA Advisor Seminar Explorers
 Date Course Begins: 1/24/2018
 Date Course Ends: 1/26/2018
 Course Hours (ex. 8a-5p): 8am-5pm
 TCLEOSE Approved (Y/N): Y
 TCLEOSE Hours: 24
 Registration Fee: \$175.00

Date Registered:
 Registration Made By:
 Registration Paid by (p-card/check)

Travel Time: # of Hours:
 Extra Class Time: # of Hours:

HOTEL INFORMATION *Type in this column*

Hotel Phone #: 817-378-1702
 Reservation #: 54804021
 Reservation Made By: Dalton, J
 Hotel Check in Date: 1/23/2018
 Hotel Check out Date: 1/26/2018
 # of nights to Stay: 3
 Daily Rate*: 159.85
 Total Hotel: \$479.55

*Daily hotel rate should include all applicable taxes
 Estimated Costs \$
 Estimated Costs \$

TRANSPORTATION INFORMATION

What vehicle will you drive?
 Please highlight or circle appropriate choice

City Vehicle
 Personal Vehicle
 Other - Please Indicate (ex. ride w/ another employee):
 \$37.80 (Estimate using \$3.00 per gallon)

Estimate fuel costs if City vehicle
 Mileage costs if Personal Vehicle
 # of miles: 576
 In the space below enter the # of miles to travel using mileage from MapQuest - LPPD as a start point - attach for back up

Airfare costs:
 Fly into what city?:
 Airfare ticket purchased by:
 Confirmation # (if applicable):
 Taxi/Etc. fees:
 Rental Car Fees: \$37.80

TOTAL TRANSPORTATION:

MEAL INFORMATION

IRS Guidelines Establish Per Diem Rate - (See per diem tab)
 Daily Rate divided by 3 = rate to enter in IRS Per Diem Rate

What city is being utilized?
 Fort Worth

Total # of Meals Requested (enter below):
 10 do not use this area

X IRS Per Diem Rate (enter below)
 \$19.67

TOTAL MEALS: \$196.70

Use area below for any other information such as a member # etc. that must be used upon registration.

OTHER FEES

If all inclusive travel please indicate in this area (Orbitz, Expedia, etc. & make note of this in your comments)

\$ - Replace text with what this fee is for
 \$ - Replace text with what this fee is for

IDENTIFIERS FOR ENROLLMENT:

PID #:
 Social Security #:
 Drivers License #:

Why is this course necessary and/or how would it benefit the department for you to attend?
 This is a needed course for Advisors teaching the Youth Explorers Program. It is designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program.

I have read and understand the Travel Policy. I will complete the Travel Expense form within five working days of my return, attach all required receipts and submit it to the Director of Finance. I will also refund to the City, the amount remaining, if any, of the advanced received.

EMPLOYEE SIGNATURE: *[Signature]*

Approvals:
 Disapproved _____ Approved Date: 10/19/17 By Shift Supervisor: *[Signature]*
 Disapproved _____ Approved Date: 10/18/17 By Lieutenant: *[Signature]*
 Disapproved _____ Approved Date: 10/18/17 By Assistant Chief: *[Signature]*



TLEEEA ADVISOR TRAINING SEMINAR LAW ENFORCEMENT EXPLORING PROGRAM

January 24th-26th, 2018

FORT WORTH, TEXAS

PURPOSE:

This is a comprehensive seminar designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program. Law Enforcement participants will receive 24 hours of TCOLE credit. Seminar includes all the newest Learning for Life (LFL) policies and procedures, risk management, financial operations, fundraising procedures, youth recruiting guidelines/retention, ride-along program, agency specific directives (SOP's), how to start teaching basic training topics, and attending regional and state and national Exploring competitions.

WHO SHOULD ATTEND:

This seminar is intended for current or future Law Enforcement Explorer Advisors, as well as other adults (civilian or law enforcement) involved with a law enforcement "Learning for Life" explorer post. Enrollment will be limited to the first 30 applicants. Register early to confirm your spot.

COST: \$175.00 per person. Checks made payable to: TLEEEA. Please mail payment to **TLEEEA, P.O. Box 323, Fort Worth, TX 76101.** Confirmation will be emailed upon completion of the On-Line Registration form found at www.tleeeaa.org. **Payment must be received By: Monday, January 15th, 2018.**

Registration fee does NOT include hotel fees.

HOTEL & SEMINAR LOCATION INFO:

Hyatt Place Fort Worth Historic Stockyards
132 Exchange Ave, Fort Worth, TX 76164
Phone: 817-378-1702 or 1-800-833-1516
Group Name: TLEEEA Seminar Group Code: TXLE
TLEEEA/Group rate: \$139.00 per night

<http://www.hyatt.com/hyatt/reservations/flow6/place/propCheckAvailability.jsp?pid=DFWZF&extCorporateld=G-TXLE>

Group rate is available until **Sunday, December 24, 2017 at 11:59pm** under discounted group block.

TLEEEA CONTACT INFORMATION:

Officer Rebecca Woodward, FWPD
TLEEEA 1st Vice President
Phone: 817-944-7829
Email: rwoodward@tleeeaa.org

YOUR TRIP TO:



132 W Exchange Ave, Fort Worth, TX, 76164-8507

4 HR 21 MIN | 288 MI

Est. fuel cost: \$18.10

1. Start out going north on N 23rd St toward N C St.
 Then 0.05 miles 0.05 total miles
2. Turn left onto N C St.
 Then 0.19 miles 0.24 total miles
3. Turn right onto Sens Rd.
 Then 1.66 miles 1.90 total miles
4. Turn left onto ramp.
 Then 0.19 miles 2.09 total miles
5. Merge onto Highway 225.
 Then 0.06 miles 2.15 total miles
6. Merge onto TX-225 W via the ramp on the left.
 Then 13.01 miles 15.15 total miles
7. Merge onto I-610 N.
 Then 11.18 miles 26.34 total miles
8. Take EXIT 19B.
 Then 0.76 miles 27.09 total miles
9. Merge onto Hardy Toll Rd N (Portions toll).
 Then 21.61 miles 48.70 total miles
10. Stay straight to go onto I-45 N.
 Then 174.60 miles 223.30 total miles
11. Merge onto US-287 N via EXIT 247 toward Waxahachie/Ft Worth.
 Then 52.69 miles 275.99 total miles
12. Merge onto I-820 N/US-287 N/E Loop 820 via EXIT 442B toward I-820 N/Downtown Ft Worth.
 Then 1.54 miles 277.54 total miles
13. Keep left to take Martin Luther King Fwy N via EXIT 33A toward Downtown Ft Worth.
 Then 7.24 miles 284.77 total miles
14. Martin Luther King Fwy N becomes State Spur 280 W.
 Then 0.34 miles 285.11 total miles
15. Turn slight left onto E 4th St.
 Then 0.13 miles 285.24 total miles
16. Turn right onto Commerce St/US-287 Bus N. Continue to follow US-287 Bus N.
US-287 Bus N is just past Calhoun St.
If you reach Main St you've gone a little too far.
 Then 0.32 miles 285.56 total miles
17. Turn slight right onto US-287 Bus N/N Main St.
US-287 Bus N is just past E Belknap St.
If you are on E Bluff St and reach US-287 Bus S you've gone a little too far.
 Then 2.36 miles 287.92 total miles

FY 2018 Per Diem Rates for ZIP 76164

(October 2017 - September 2018)

Cities not appearing below may be located within a county for which rates are listed.
To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

October 2017 - September 2018 within the zip code: 76164. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2017			2018							M&IE (5)		
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		Aug	Sep
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$59

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.

**CITY OF LA PORTE
TRAVEL REQUEST FORM**
(PRINT THIS FORM ON GREEN PAPER)

VENDOR: _____

DEPARTMENT ACCOUNT #	PROJECT #	DATE	AMOUNT \$
032-525-8521-3020 PD-CSF		1/15/2018	196.70

The amount will automatically calculate (See Below)

EMPLOYEE NAME: Frank Fullbright

DEPARTURE DATE: 1/23/2018

DEPARTMENT: PD

TIME: 12:00

DIVISION: CID

RETURN DATE: 1/26/2018

TIME: 5:00

Purpose/Destination of Travel: TLEEA Advisor Seminar Explorers
Fort Worth, TX

THIS FORM REQUIRES BACKUP SHOWING THE DESTINATION, DATES, TIMES, ETC. TO BE COMPLETE.

ESTIMATED TRAVEL COST

Check box for any item that has been prepaid, and DO NOT list the amount.

- A TRANSPORTATION _____
- B LODGING 196.70 *
- C MEALS (PER DIEM) _____
- D REGISTRATION _____
- E OTHER _____

TOTAL ESTIMATE REQUESTED: 196.70

PER DIEM CALCULATION: 10 # of Meals AT 19.67 Per Diem Rate = 196.70 * Total Meal Amount

THE TOTAL SHOULD BALANCE WITH MEALS (PER DIEM) LISTED ABOVE.

***PLEASE NOTE: Meal money received at the Per Diem rate will not require receipts to be returned. (ALL OTHER ITEMS REQUIRE RECEIPTS)**

I have read and understand the Travel Policy. I will complete the Travel Expense form within five working days of my return, attach all required receipts and submit it to the Director of Finance. I will also refund to the City, the amount remaining, if any, of the advance received.

If this report is not submitted as required, this authorizes the City to deduct the full amount of this Travel Advance from my paycheck.

Date: _____ Employee Signature: _____

** see attached
Meredith for Frank Fullbright*

APPROVAL: [Signature]
Department Director

City Manager (if required)

Budgeted funds available:	<input type="checkbox"/>	YES
Please check appropriate box.	<input type="checkbox"/>	NO

LA PORTE POLICE DEPARTMENTAL TRAINING REQUEST FORM

<i>Type in this Column</i>		TOTAL TRAVEL ESTIMATE	
NAME: Frank Fullbright		\$851.25	
DATE SUBMITTED: 10/17/2017			
COURSE INFORMATION		HOTEL INFORMATION	
<i>Type in this column</i>		<i>Type in this column</i>	
Course Title: TLEAA Advisor Seminar Explorers	Hotel Phone #: 817-378-1702	Hotel Check in Date: 1/23/2018	Hotel Check out Date: 1/26/2018
Start Course Begins: 1/24/2018	Reservation #: 54804021	# of nights to Stay: 3	Daily Rate*: 159.85
Date Course Ends: 1/26/2018	Reservation Made By: D. How	Total Hotel: \$479.55	
Course Hours (ex. 8a-5p): 8am-5pm			
Course Approved (Y/N): Y			
TOTAL COURSE HOURS: 24			
Registration Fee: \$175.00			
Date Registered:			
Registration Made By:			
Registration Paid by (p-card/check):			
*Daily hotel rate should include all applicable taxes			
Will this training require any overtime due to travel or extra class hours? If yes, please indicate type, reason, and estimated amount of time.			
Travel Time: # of Hours	Estimated Costs \$		
Extra Class Time: # of Hours	Estimated Costs \$		
TRANSPORTATION INFORMATION			
What vehicle will you drive? City Vehicle	Please Indicate (ex. nda w/ another employee)		
appropriate choice			
Amount per gallon of City vehicle	(Estimate using \$3.00 per gallon)		
Mileage costs if Personal Vehicle	In the space below enter the # of miles to travel using mileage from MapQuest - LPPD as a start point - attach for back up		
# of miles	576		
City of origin			
City of destination			
Airfare ticket purchased by:	MEAL INFORMATION		
Confirmation # (If applicable)	IRS Guidelines Establish Per Diem Rate - (See per diem tab)		
Tax/Env. fees	Daily Rate divided by 3 = rate to enter in IRS Per Diem Rate		
TOTAL TRANSPORTATION: \$0.00	What city is being utilized?		
	Fort Worth		
	Total # of Meals Requested (enter below):		
	10 <i>do not use this area</i>		
	X IRS Per Diem Rate (enter below)		
	\$19.67		
	TOTAL MEALS: \$196.70		
IDENTIFIERS FOR ENROLLMENT:			
PID #:			
Social Security #:			
Drivers License #:			
Why is this course necessary and/or how would it benefit the department for you to attend? (Use separate sheet if needed.)			
This is a needed course for Advisors teaching the Youth Explorers Program. It is designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program.			

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If this report is not submitted as required, this authorizes the City to deduct the full amount of the Travel Advance from my paycheck.

Approvals:

Disapproved _____ Approved Date: 10/18/17 By Shift Supervisor: [Signature]

Disapproved _____ Approved Date: 10/18/17 By Lieutenant: [Signature]

Disapproved _____ Approved Date: 10/18/17 By Assistant Chief: [Signature]



TLEEAA ADVISOR TRAINING SEMINAR LAW ENFORCEMENT EXPLORING PROGRAM

January 24th-26th, 2018

FORT WORTH, TEXAS

PURPOSE:

This is a comprehensive seminar designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program. Law Enforcement participants will receive 24 hours of TCOLE credit. Seminar includes all the newest Learning for Life (LFL) policies and procedures, risk management, financial operations, fundraising procedures, youth recruiting guidelines/retention, ride-along program, agency specific directives (SOP's), how to start teaching basic training topics, and attending regional and state and national Exploring competitions.

WHO SHOULD ATTEND:

This seminar is intended for current or future Law Enforcement Explorer Advisors, as well as other adults (civilian or law enforcement) involved with a law enforcement "Learning for Life" explorer post. Enrollment will be limited to the first 30 applicants. Register early to confirm your spot.

COST: \$175.00 per person. Checks made payable to: TLEEAA. Please mail payment to **TLEEAA, P.O. Box 323, Fort Worth, TX 76101**. Confirmation will be emailed upon completion of the On-Line Registration form found at www.tleaaa.org. **Payment must be received By: Monday, January 15th, 2018.**

Registration fee does NOT include hotel fees.

HOTEL & SEMINAR LOCATION INFO:

Hyatt Place Fort Worth Historic Stockyards
132 Exchange Ave, Fort Worth, TX 76164
Phone: 817-378-1702 or 1-800-833-1516
Group Name: TLEEAA Seminar Group Code: TXLE
TLEEAA/Group rate: \$139.00 per night

<http://www.hyatt.com/hyatt/reservations/flow6/place/propCheckAvailability.jsp?pid=DFWZF&extCorporateId=G-TXLE>

Group rate is available until **Sunday, December 24, 2017 at 11:59pm** under discounted group block.

TLEEAA CONTACT INFORMATION:

Officer Rebecca Woodward, FWPD
TLEEAA 1st Vice President
Phone: 817-944-7829
Email: rwoodward@tleaaa.org

**CITY OF LA PORTE
TRAVEL REQUEST FORM**
(PRINT THIS FORM ON GREEN PAPER)

VENDOR: _____

DEPARTMENT ACCOUNT #	PROJECT #	DATE	AMOUNT \$
032-525-8521-3020 PD_CSF <i>5 5251</i>		1/15/2018	196.70

The amount will automatically calculate (See below)

EMPLOYEE NAME: Roger Gonzalez

DEPARTURE DATE: 1/23/2018

TIME: 12:00

DEPARTMENT: PD

RETURN DATE: 1/26/2018

TIME: 5:00

DIVISION: Support Services

Purpose/Destination of Travel: TLEEA Advisor Seminar Explorers
Fort Worth, TX

THIS FORM REQUIRES BACKUP SHOWING THE DESTINATION, DATES, TIMES, ETC. TO BE COMPLETE.

ESTIMATED TRAVEL COST

Check box for any item that has been prepaid, and DO NOT list the amount.

- A TRANSPORTATION _____
- B LODGING _____
- C MEALS (PER DIEM) 196.70 *
- D REGISTRATION _____
- E OTHER _____

TOTAL ESTIMATE REQUESTED: 196.70

PER DIEM CALCULATION: 10 # of Meals AT 19.67 Per Diem Rate = 196.70 * Total Meal Amount

THE TOTAL SHOULD BALANCE WITH MEALS (PER DIEM) LISTED ABOVE.

***PLEASE NOTE: Meal money received at the Per Diem rate will not require receipts to be returned. (ALL OTHER ITEMS REQUIRE RECEIPTS)**

I have read and understand the Travel Policy. I will complete the Travel Expense form within five working days of my return, attach all required receipts and submit it to the Director of Finance. I will also refund to the City, the amount remaining, if any, of the advance received.

If this report is not submitted as required, this authorizes the City to deduct the full amount of this Travel Advance from my paycheck.

Date: _____ Employee Signature: _____

**See attached*
noted for R Gonzalez

APPROVAL: [Signature]
Department Director

City Manager (if required)

Budgeted funds available:	<input type="checkbox"/>	YES
Please check appropriate box.	<input type="checkbox"/>	NO

LA PORTE POLICE DEPARTMENTAL TRAINING REQUEST FORM

TOTAL TRAVEL ESTIMATE \$371.70
--

NAME:	Roger Gonzalez
DATE SUBMITTED:	10/17/2017
COURSE INFORMATION	
Course Title:	TLLEAA Advisor Seminar Explorers
Date Course Begins:	1/24/2018
Date Course Ends:	1/26/2018
Course Hours (ex. 8a-5p):	8am-5pm
TCLEOSE Approved (Y/N):	Y
TCLEOSE Hours:	24
Registration Fee:	\$175.00
Date Registered:	
Registration Made By:	
Registration Paid by (p-card/check)	
<i>Will this training require any overtime due to travel or extra class hours? If yes, please indicate type, reason, and estimated amount of time.</i>	
Travel Time:	# of Hours:
Extra Class Time:	# of Hours:

HOTEL INFORMATION	
Hotel Phone #:	817-378-1702
Reservation #:	54804021
Reservation Made By:	Dalton
Hotel Check in Date:	1/23/2018
Hotel Check out Date:	1/26/2018
# of nights to Stay:	3
Daily Rate*:	
Total Hotel:	\$0.00
<small>*Daily hotel rate should include all applicable taxes</small>	
Estimated Costs	\$
Estimated Costs	\$

TRANSPORTATION INFORMATION	
What vehicle will you drive? <i>Please highlight or circle appropriate choice</i>	City Vehicle Personal Vehicle Other - Please Indicate (ex. ride w/ another employee):
Estimate fuel costs if City vehicle	(Estimate using \$3.00 per gallon)
Mileage costs if Personal Vehicle	<i>In the space below enter the # of miles to travel using mileage from MapQuest - LPPD as a start point - attach for back up</i>
# of miles	0
Airfare costs:	
Fly into what city?:	
Airfare ticket purchased by:	
Confirmation # (if applicable)	
Tax/Etc. fees	
Rental Car Fees	
TOTAL TRANSPORTATION:	\$0.00

MEAL INFORMATION	
<i>IRS Guidelines Establish Per Diem Rate - (See per diem tab)</i>	
<i>Daily Rate divided by 3 = rate to enter in IRS Per Diem Rate</i>	
What city is being utilized?	
Fort Worth	
Total # of Meals Requested (enter below):	
10 <i>do not use this area</i>	
X IRS Per Diem Rate (enter below)	
\$19.67	
TOTAL MEALS:	\$196.70
<i>Use area below for any other information such as a member # etc. that must be used upon registration.</i>	
<i>(Use separate sheet if needed.)</i>	

OTHER FEES	
<i>If all inclusive travel please indicate in this area (Orbitz, Expedia, etc. & make note of this in your comments)</i>	
\$	- Replace text with what this fee is for
\$	- Replace text with what this fee is for
IDENTIFIERS FOR ENROLLMENT:	
PID #:	
Social Security #:	
Drivers License #:	
<i>Why is this course necessary and/or how would it benefit the department for you to attend?</i>	
<i>This is a needed course for Advisors teaching the Youth Explorers Program. It is designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program.</i>	

MEAL INFORMATION	
<i>IRS Guidelines Establish Per Diem Rate - (See per diem tab)</i>	
<i>Daily Rate divided by 3 = rate to enter in IRS Per Diem Rate</i>	
What city is being utilized?	
Fort Worth	
Total # of Meals Requested (enter below):	
10 <i>do not use this area</i>	
X IRS Per Diem Rate (enter below)	
\$19.67	
TOTAL MEALS:	\$196.70
<i>Use area below for any other information such as a member # etc. that must be used upon registration.</i>	
<i>(Use separate sheet if needed.)</i>	

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If this report is not submitted as required, this authorizes the City to deduct the full amount of the Travel Advance from my paycheck.

EMPLOYEE SIGNATURE: *Roger Gonzalez*

Approvals:

Disapproved _____ Approved Date: 10/17/17 By Shift Supervisor: *[Signature]*

Disapproved _____ Approved Date: 10/18/17 By Lieutenant: *[Signature]*

Disapproved _____ Approved Date: 10/18/17 By Assistant Chief: *[Signature]*



TLEEAA ADVISOR TRAINING SEMINAR

LAW ENFORCEMENT EXPLORING PROGRAM

January 24th-26th, 2018

FORT WORTH, TEXAS

PURPOSE:

This is a comprehensive seminar designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program. Law Enforcement participants will receive 24 hours of TCOLE credit. Seminar includes all the newest Learning for Life (LFL) policies and procedures, risk management, financial operations, fundraising procedures, youth recruiting guidelines/retention, ride-along program, agency specific directives (SOP's), how to start teaching basic training topics, and attending regional and state and national Exploring competitions.

WHO SHOULD ATTEND:

This seminar is intended for current or future Law Enforcement Explorer Advisors, as well as other adults (civilian or law enforcement) involved with a law enforcement "Learning for Life" explorer post. Enrollment will be limited to the first 30 applicants. Register early to confirm your spot.

COST: \$175.00 per person. Checks made payable to: TLEEAA. Please mail payment to **TLEEAA, P.O. Box 323, Fort Worth, TX 76101.** Confirmation will be emailed upon completion of the On-Line Registration form found at www.tleaaa.org. **Payment must be received By: Monday, January 15th, 2018.**

Registration fee does NOT include hotel fees.

HOTEL & SEMINAR LOCATION INFO:

Hyatt Place Fort Worth Historic Stockyards
132 Exchange Ave, Fort Worth, TX 76164
Phone: 817-378-1702 or 1-800-833-1516
Group Name: TLEEAA Seminar Group Code: TXLE
TLEEAA/Group rate: \$139.00 per night

<http://www.hyatt.com/hyatt/reservations/flows/place/propCheckAvailability.jsp?pid=DFWZF&extCorporateId=G-TXLE>

Group rate is available until **Sunday, December 24, 2017 at 11:59pm** under discounted group block.

TLEEAA CONTACT INFORMATION:

Officer Rebecca Woodward, FWPD
TLEEAA 1st Vice President
Phone: 817-944-7829
Email: rwoodward@tleaaa.org

**CITY OF LA PORTE
TRAVEL REQUEST FORM**
(PRINT THIS FORM ON GREEN PAPER)

VENDOR: _____

DEPARTMENT ACCOUNT #	PROJECT #	DATE	AMOUNT \$
032-525- 8521 -3020 PD CSF		1/15/2018	196.70

The amount will automatically calculate (See below)

EMPLOYEE NAME: Shane Osullivan
 DEPARTMENT: PD
 DIVISION: Traffic/ DOT

DEPARTURE DATE: 1/23/2018
 TIME: 12:00
 RETURN DATE: 1/26/2018
 TIME: 5:00

Purpose/Destination of Travel: TLEEA Advisor Seminar Explorers
Fort Worth, TX

THIS FORM REQUIRES BACKUP SHOWING THE DESTINATION, DATES, TIMES, ETC. TO BE COMPLETE.

ESTIMATED TRAVEL COST

Check box for any item that has been prepaid, and DO NOT list the amount.

- A TRANSPORTATION _____
- B LODGING 196.70 *
- C MEALS (PER DIEM) _____
- D REGISTRATION _____
- E OTHER _____

TOTAL ESTIMATE REQUESTED: _____ 196.70

PER DIEM CALCULATION: 10 # of Meals AT 19.67 Per Diem Rate = 196.70 * Total Meal Amount

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Date: _____ Employee Signature: _____
 APPROVAL: [Signature]
 Department Director

**see attached
m Bedford for S Osullivan*

 City Manager (if required)

Budgeted funds available:	<input type="checkbox"/>	YES
Please check appropriate box.	<input type="checkbox"/>	NO

LA PORTE POLICE DEPARTMENTAL TRAINING REQUEST FORM

TOTAL TRAVEL ESTIMATE
\$371.70

Type in this Column

NAME: Shane O'Sullivan
 DATE SUBMITTED: 10/17/2017

COURSE INFORMATION

Course Title: TLEEA Advisor Seminar Explorers
 Date Course Begins: 1/24/2018
 Date Course Ends: 1/26/2018
 Course Hours (ex. 8a-5p): 8am-5pm
 TCLEOSE Approved (Y/N): Y
 TCLEOSE Hours: 24
 Registration Fee: \$175.00
 Date Registered:
 Registration Made By:
 Registration Paid by (p-card/check):

Type in this column

HOTEL INFORMATION

Hotel Phone #: 817-378-1702
 Reservation #: 548 04021
 Reservation Made By: Datter
 Hotel Check in Date: 1/23/2018
 Hotel Check out Date: 1/26/2018
 # of nights to Stay: 3
 Daily Rate*:
 Total Hotel: \$0.00

Will this training require any overtime due to travel or extra class hours? If yes, please indicate type, reason, and estimated amount of time.

Travel Time: # of Hours:
 Extra Class Time: # of Hours:

*Daily hotel rate should include all applicable taxes

Estimated Costs \$
 Estimated Costs \$

TRANSPORTATION INFORMATION

What vehicle will you drive? City Vehicle
Please highlight or circle appropriate choice
 Personal Vehicle
 Other - Please Indicate (ex: ride w/ another employee):
 Estimate fuel costs if City vehicle (Estimate using \$3.00 per gallon)
 Mileage costs if Personal Vehicle
 # of miles 0
 Airfare costs:
 Fly into what city?:
 Airfare ticket purchased by:
 Confirmation # (if applicable):
 Taxi/Etc. fees:
 Rental Car Fees:
 TOTAL TRANSPORTATION: \$0.00

MEAL INFORMATION

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 TOTAL MEALS: \$196.70

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If all inclusive travel please indicate in this area (Orbitz, Expedia, etc. & make note of this in your comments)

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 \$ - Replace text with what this fee is for

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PID #:
 Social Security #:
 Drivers License #:

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EMPLOYEE SIGNATURE: *Shane O'Sullivan*

Approvals:

Disapproved _____ Approved Date: 10/18/17 By Shift-Supervisor: *[Signature]*
 Disapproved _____ Approved Date: 10/17/17 By Lieutenant: *[Signature]*
 Disapproved _____ Approved Date: 10/18/17 By Assistant Chief: *[Signature]*



TLEEAA ADVISOR TRAINING SEMINAR LAW ENFORCEMENT EXPLORING PROGRAM

January 24th-26th, 2018

FORT WORTH, TEXAS

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Officer Rebecca Woodward, FWPD
TLEEAA 1st Vice President
Phone: 817-944-7829
Email: rwoodward@tleaaa.org



HYATT PLACE™

E10

Hyatt Place Fort Worth Stockyards
132 East Exchange Avenue
Fort Worth, TX 76164
Tel: 817-626-6000
Fax: 817-626-6018
stockyards.place.hyatt.com

Explores Conference

INVOICE

Jeff Dalton
3001 N. 23rd St
La Porte TX 77571
United States

Room No. 0302
Arrival 01-23-18
Departure 01-26-18
Folio Window 1
Folio No. 78995

Confirmation No. 5480402101
Group Name TLEEAA Seminar

Date	Description	Charges	Credits
		139.00	
01-23-18	Group Room	2.78	
01-23-18	Fort Worth Tourism PID Fee	8.51	
01-23-18	State Tax	12.76	
01-23-18	City Tax	139.00	
01-24-18	Group Room	2.78	
01-24-18	Fort Worth Tourism PID Fee	8.51	
01-24-18	State Tax	12.76	
01-24-18	City Tax	139.00	
01-25-18	Group Room	2.78	
01-25-18	Fort Worth Tourism PID Fee	8.51	
01-25-18	State Tax	12.76	
01-25-18	City Tax		489.15
01-29-18	Master Card	XXXXXXXXXXXX8877 XX/XX	
Total		489.15	489.15
Balance		0.00	

Guest Signature

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

World of Hyatt Summary

No Membership to be credited

Join World of Hyatt today and start earning points for stays, dining and more. Visit www.worldofhyatt.com

WE HOPE YOU ENJOYED YOUR STAY WITH US!

Thank you for choosing Hyatt Place Fort Worth Historic Stockyards. Our goal is to provide every guest with an exceptional stay and we are interested in any comments regarding your visit.

Please remit payment to:
Hyatt Place Fort Worth Historic Stockyards
132 East Exchange Avenue
Fort Worth, TX, 76164

03252535213020

S2ST



HYATT PLACE™

Hyatt Place Fort Worth Stockyards
132 East Exchange Avenue
Fort Worth, TX 76164
Tel: 817-626-6000
Fax: 817-626-6018
stockyards.place.hyatt.com

INVOICE

Jeff Dalton
3001 N. 23rd St
La Porte TX 77571
United States

Room No. 0304
Arrival 01-23-18
Departure 01-26-18
Folio Window 1
Folio No. 78996

Confirmation No. 54804021
Group Name TLEEA Seminar

Date	Description	Charges	Credits
01-23-18	Group Room	139.00	
01-23-18	Fort Worth Tourism PID Fee	2.78	
01-23-18	State Tax	8.51	
01-23-18	City Tax	12.76	
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01-25-18	State Tax	8.51	
01-25-18	City Tax	12.76	
01-29-18	Master Card	XXXXXXXXXXXX8877 XX/XX	489.15

Total 489.15 489.15

Guest Signature

Balance 0.00

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WE HOPE YOU ENJOYED YOUR STAY WITH US!

World of Hyatt Summary

No Membership to be credited

Join World of Hyatt today and start earning points for stays, dining and more. Visit www.worldofhyatt.com

Please remit payment to:
Hyatt Place Fort Worth Historic Stockyards
132 East Exchange Avenue
Fort Worth, TX, 76164

032 52535213020
525T

Supervisor Receipt

Supervisor
E10



1000 9290 0214 1806 3300 697

- 1 24PK HCF PURF DRINKING WTR 2.14 F 8.56
- 4 Ea. @ 1/1 23.96
- 2 D SEASONAL SALAD 36 OZ 4.20
- 2 Ea. @ 1/1 3.97
- 3 HEB ULTRA PAPER PLATE 8.5 T
- 4 HCF HD FAM COMBO CTLYR 14 T 40.69

***** Sale Subtotal***
Sales Tax 0.65
***** Total Sale***
41.34
*** MASTROD EPS

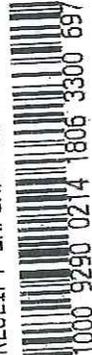
ITEMS PURCHASED: 8

CREDIT

*****8877

Chip Read USD\$ 41.34
Appr No : 067124 Ref No : 819450
Mode: Issuer Verified By Pin
AID : A000000041010
TVR : 0800008000
IAD : 0110A500030200000000000000000000FF
TSI : E800 ARC : 00

RECEIPT EXPIRES ON 05-15-18



HEB 697 League City
2755 E League City Pkwy
League City, TX 77573
Phone : (281) 334-3758
Fax : (281) 334-3608

Store Hours : 06:00AM to Midnight
Your Cashier: KYLE W.
009290 02-14-18 6:33A 263/17/00697

Supervisor Receipt

Supervisor
E1B



1001 5165 D215 1806 0400 697

- 1 24PK HCF PURF DRINKING WTR 2.14 F 8.56
- 4 Ea. @ 1/1 15.98
- 2 DELUXE FRUIT TRAY 52 OZ 7.58
- 3 MIX BERRY KIWI 100Z 32.52

***** Total Sale***
*** MASTROD EPS

ITEMS PURCHASED: 6

CREDIT

*****8877

Chip Read USD\$ 32.52
Appr No : 017372 Ref No : 824123
Mode: Issuer Verified By Pin
AID : A000000041010
TVR : 0800008000
IAD : 0110A500030200000000000000000000
TSI : E800 ARC : 00

RECEIPT EXPIRES ON 05-16-18



HEB 697 League City
2755 E League City Pkwy
League City, TX 77573
Phone : (281) 334-3758
Fax : (281) 334-3608

Store Hours : 06:00AM to Midnight
Your Cashier: MELTEM S.
015165 02-15-18 6:04A 204/15/10

E1B

Supervisor Receipt

SHIPLEYS
2106 SEABROOK CTR
SEABROOK, TX 77586
(281) 414-3758

Merchant ID: 8831
Term #: 0601

Store #: 0601
Ref #: 9028

Sale

XXXXXXXXXXXX8877
MASTROD

Entry Method: Chip

Total: \$ 15.00

02/14/18

Inv #: 000028

Transaction ID: 021MFC0A6551

Apprvd: Online

CREDIT

AID: A000000041010
TSI: E800
TVR: 0800008000

Customer Copy
THANK YOU

03252535213020

SZST

Supervisor Retreat
M.R.

2106 SEABROOK CIR
SEABROOK, TX 77586
(281) 474-3750

Merchant ID: 1331 donuts Store #: 0001
Term #: 0001 Ref #: 0029

Sale

XXXXXXXXXXXX8877
MASTERCARD

Entry Method: Chip

Total: \$ 40.00

02/15/18 06:32:32
Inv #: 000029 Appr Code: 076539
Transaction ID: 0215MCF00K05J
Apprvd: Online Batch#: 000319

CREDIT
CID: A0000000041010
TSI: E800
IVR: 0000000000

Customer Copy
THANK YOU

03252535213020
52.5T

Handwritten signature

DATE/DAY: Feb 14 TIME 12:00

CONTACT NAME: Bennie Bolds PH# 281)799-1425

COMPANY NAME: San Jacinto College Maritime Campus

ADDRESS: 3700 Old Hwy 146

CREDIT CARD: 5567 0980 0217 9877 EXP. 10/18

CIRCLE ONE: DELIVERY PICKUP

CIRCLE ONE: BUFFET STYLE INDIVID

NUMBER OF PEOPLE: _____

GALLONS: SWEET 2 UNSWEET 2

DESSERTS: _____

ORDER: _____

30- B/T
PB AB

Full Apple cobbler

Supervisor Receipt
[Signature]
44

Kings Bbq
521 W. Main
La Porte, TX 77571
(281) 470-8358

Server: Alicia
DINE IN
Customer Tax Exempted

30	2-Meat Combo Dinner	\$328.50
1	Full Pan Cobbler	\$36.00
4	Gallon of tea	\$28.00

Item Count: 35
Subtotal : \$392.50
Tax : \$0.00

Total : \$392.50

Charge On Credit Card : \$392.50

Created: Wed, Feb 14 '18 11:40 AM

Cashier: Alicia

P/O/J'S: INDIVIDUAL _____ BIG CON _____

SOS: INDIVIDUAL _____ BIG CON _____

PLATES/UTENSILS/SERVING UTENSILS: YES NO MED# _____

CUPS: ICE:

EMPLOYEE'S NAME: Alicia

TOTAL AMOUNT: tax *
* Exempt *
Wed paper

[Signature]

Donut Factory

1121 S Broadway St
La Porte, TX 77571
(281) 471-7443
donutfactory84.com
@donutfactory84

Quarterly
May 29, 2018
7:22 AM
Leadership
Training

Authorization 007902 MasterCard 3239
Receipt Xlm0

CREDIT
AID A0 00 00 00 04 10 10

AKS

Custom Amount \$37.98

Amount \$37.98
MasterCard 3239 (Chip) \$37.98
John Krueger

QB

03252535213020

SZST

m.c.m.
Leadership Mentor Class



Fresh food.
Low prices.

1300 FAIRMONT PKWY.
(281) 842-1020
Your cashier was CHEC 500

4 @ 3/10.00		
KRO WATER	PC	13.34
TAX		0.00
*** BALANCE		13.34

LA PORTE TX 77571
CREDIT Purchase
*****8877 - C
REF#: 029664 TOTAL: 13.34

AID: A000000041010
TC: AE36ADEC86F1369E

VERIFIED BY PIN

MASTERCARD 13.34

CHANGE 0.00

TOTAL NUMBER OF ITEMS SOLD = 4

*** Check Cart ***

04/10/18 07:28am 319 500 56 999999500

nb

JOIN KROGER PLUS & BEGIN SAVING TODAY
YOU COULD HAVE SAVED \$3.34 MORE.

THANK YOU FOR SHOPPING KROGER !

Now Hiring - Apply Today!
jobs.kroger.com
www.kroger.com

25253 5213020

525T

Untitled

Gringo's Mexican Kitchen
www.gringostexmex.com
2631 Underwood
La Porte, Texas 77571
281.470.7424

Server: ERNESTO 02/15/2018
Bennie nobles /1 11:47 AM
Guests: 1 60006
Reprint #: 1

CATER FAJITAS, COMBO (30) 485.70
@ 16.19 per (MAN WT)
GALLON ICED TEA (3 @9.99) 29.97
CATERING DELIVERY 35.00

Subtotal 550.67
Tax Exempt SANJACMARITIME 0.00

Sales Tax 0.00

Total 550.67

MASTERCARD #XXXXXXXXXXXX5848 550.67
Auth:062511

For Your Convenience
18% Tip 99.12 | 20% Tip 110.13
25% Tip 137.67

Speak with a manager for any concerns

--- Check Closed ---

BOLLES

*Supervisor
training*

(Handwritten signature/initials)

*535213020
52ST*

SEABROOK CIRCLE DO HUTS
206 SEABROOK CIRCLE
SEABROOK TX 77506

Bank ID: 0100

Merchant ID: 009000U24293T

Sale

XXXXXXXXXXXX

MASTERCARD Entry Method: Swiped

Total \$ 168.84

05/22 07:31:07

Inv #: 000038 Appr Code: 063055

Approval: Online Batch #: 00011

Retrieval Ref. #: 68140465

Customer Copy

THANK YOU
PLEASE COME AGAIN

03/2 52535213020
52 ST

SEABROOK CIRCLE 60 WOTS S
2106 SEABROOK CIRCLE
SEABROOK, TX 77586

Bank ID: 0100

Merchant: 688 0899000024293

Sale

XXXXXXXXXXXX

CASIERCARD Entry Method: Swiped

Total: \$ ~~68.00~~

05/22 07:51:07

Inv #: 000038 Appr Code: 063055

Approval: Online Batch#: 000131

Retrieval Ref. #: 06140455

Customer Copy

THANK YOU
PLEASE COME AGAIN

49 03252535213020

TS25

MORNINGSKOLACHES-LAPORTE
2613 UNDE RHODD
IAPORIT .IXY75YL
261-470-0975

Bank ID: 0100
Merchant ID: 009000024293
Term ID: 008

Sale

XXXXXXXXXX3643
MASTERCARD Entry Method: Swiped
Total \$ 34.00

05/22 : 8 07:51:07
Inv #: 000038 Appr Code: 063055
Apprv: Online Batch#: 000131
Retailer Ref. #: 06190466

Customer Copy
THANK YOU
PLEASE COME AGAIN

032525322B020
52ST

SI
I
on

APP

T# 52
H: 3

Donut Factory

1121 S Broadway St
La Porte, TX 77571
(281) 471-7443
donutfactory84.com
@donutfactory84

Donut Factory
May 30, 2018
7:31 AM
Leadership
Training

Authorization 040678 MasterCard 3239
Receipt cVLh

CREDIT
AID A0 00 00 00 04 10 10

Custom Amount \$37.49

Amount
MasterCard 3239 (Chip) \$37.49
John Krueger

MB
03252535213020
SZST

DDNUT FACTORY
LAFORIE, TX 77586
(281) 471-7443

Merchant ID: 0031
Term #: 0001

Store #: 0001
Ref #: 0027

Sale

XXXXXXXXXXXX3239
MASTERCARD

Entry Meth ^{chip} Chip

Total: \$

17.98

03/22/2018

06:41:03

Inv #: 000027

Appr Code: 041071

Transaction ID: 0320MCF09H2CK

Apprvd: Online

Batch#: 000351

CREDIT

AID: A0000000041010
TST: E000
TVR: 0000000000

Customer Copy
THANK YOU

03 29253 5213020
525T

EXPENDITURES

E) Travel – In State

1 d) – Incidentals

\$471.00

Explorer
Charter
fee

03252535212015
S2ST



Sam Houston Area Council

2225 North Loop West
Houston, TX 77008
713-659-8111
CAP Automation
B22C47ADD7580F9FC6959B237F2DAE5D

Store #576 - Station #4

0031582 12/07/2017 3:17 pm

new unit Post 627 #27
Michelle Bedford
Sale

1.	336.	@40.00	40.00 N
	Charter Fee		
7.	364.	@26.00	182.00 N
	YOUTH REGISTRATION		
8.	330.	@26.00	208.00 N
	ADULT REGISTRATION		
15.	346.	@1.00	15.00 N
	PARTICIPANT INSURANCE		

Sub Total 445.00

Total 445.00

Master Card xxxxxxxxxxxx7099 445.00
Auth # 010376 Ref: 5504

Michelle Bedford

Signature: _____
Merchant ID:88430476749005
Entry Method:CHIP/MANUAL
Application Label:
AID:
TVR:
IAD:
TSI:
ARC:
CVM:

Sold by R
Service Center Hours
Mon-Fri 8:00 AM - 4:30 PM
Thank you for supporting Scouting
Customer Copy



Sam Houston Area Council

2225 North Loop West
Houston, TX 77008
713-659-8111
CAP Automation
B22C47ADD7580F9FC6959B237F2DAE5D

Store #576 - Station #4

**** COPY ****

0031593

12/07/2017

4:06 pm

post 627 #12 reg. Nicholas Guyon
Sale

1.	364.	@26.00	26.00 N
YOUTH REGISTRATION			

Sub Total	26.00
Total	26.00

Master Card xxxxxxxxxxxx7099

Merchant ID:88430476749005

Entry Method:CHIP/MANUAL

Application Label:

AID:

TVR:

IAD:

TSI:

ARC:

CVM:

Sold by R

Service Center Hours

Mon-Fri 8:00 AM - 4:30 PM

Thank you for supporting Scouting

Customer Copy

5253 521 2015
525T

032
Nicholas

EXPENDITURES

F) Training

1) – Fee (Conferences, Seminars)

\$8,641.19

LES BIRD

"Making A Positive Difference Everyday"

Date: August 14, 2018
Invoice # 1205

Purchase Order #

Les Bird Coaching and Consulting
P.O. Box 250
La Porte, Texas 77572
(281) 782-3531
lrbird@sbcglobal.net

TO Accounts Payable
La Porte Police Department
3001 N 23rd St.
La Porte, TX 77571
(281) 471-2141

CONSULTANT	SERVICE	PAYMENT TERMS	DUE DATE
Les Bird	Leadership Training	Due upon receipt	10/12/2017

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
3	Live 2 Lead 2017 Seminar	\$99.00	\$297.00
SUBTOTAL			\$297.00
SALES TAX			-0-
TOTAL			\$297.00

Make all checks payable to Les Bird Coaching and Consulting

Thank you for your business!

03252 5213020

528T

C.J. Baxter Group, LLC
Attention: Kent Hutchison
 1221 Chestnut Street • Nacogdoches, TX 75965
 Tel 409.225.4224 E-Mail kent@cjbaxtergroup.com



www.cjbaxtergroup.com

(Tax ID#20-0091270)

INVOICE 2017-1214-GEN-0309-03 **12.14.2017**

PRIMARY CONTACT

Lt. John Krueger
 LaPorte Police Department
 281-842-3161
KruegerJ@laportetx.gov

Facilitation Fee (Kent Hutchison)							\$1,200.00	
Mileage (Nacogdoches to La Porte)	160	miles X	2	(round-trip) @	\$0.54	per mile=	\$172.80	
Daily Meal Allowance		(travel days)	1	days @	\$51.00	per day=	\$51.00	
Participant Workbooks			-	workbooks @	-	each =	-	
PDF SENT TO CLIENT FOR PRINTING								
PREFERRED CLIENT DISCOUNT								(\$798.80)
TOTAL DUE								\$625.00

mental training

Kent Hutchison

*032525521 3020
525T*

Make all checks payable to C.J. Baxter Group, LLC (Tax ID#20-0091270)
 1221 Chestnut Street, Nacogdoches, TX 75965
THANK YOU FOR YOUR BUSINESS!



TLEEEA ADVISOR TRAINING SEMINAR LAW ENFORCEMENT EXPLORING PROGRAM

January 24th-26th, 2018

FORT WORTH, TEXAS

PURPOSE:

This is a comprehensive seminar designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program. Law Enforcement participants will receive 24 hours of TCOLE credit. Seminar includes all the newest Learning for Life (LFL) policies and procedures, risk management, financial operations, fundraising procedures, youth recruiting guidelines/retention, ride-along program, agency specific directives (SOP's), how to start teaching basic training topics, and attending regional and state and national Exploring competitions.

WHO SHOULD ATTEND:

This seminar is intended for current or future Law Enforcement Explorer Advisors, as well as other adults (civilian or law enforcement) involved with a law enforcement "Learning for Life" explorer post. Enrollment will be limited to the first 30 applicants. Register early to confirm your spot.

COST: \$175.00 per person. Checks made payable to: TLEEEA. Please mail payment to **TLEEEA, P.O. Box 323, Fort Worth, TX 76101**. Confirmation will be emailed upon completion of the On-Line Registration form found at www.tleaaa.org. **Payment must be received By: Monday, January 15th, 2018.**

Registration fee does NOT include hotel fees.

HOTEL & SEMINAR LOCATION INFO:

Hyatt Place Fort Worth Historic Stockyards
132 Exchange Ave, Fort Worth, TX 76164
Phone: 817-378-1702 or 1-800-833-1516
Group Name: TLEEEA Seminar Group Code: TXLE
TLEEEA/Group rate: \$139.00 per night

<http://www.hyatt.com/hyatt/reservations/flow6/place/propCheckAvailability.jsp?pid=DFWZF&extCorporateId=G-TXLE>

Group rate is available until **Sunday, December 24, 2017 at 11:59pm** under discounted group block.

TLEEEA CONTACT INFORMATION:

Officer Rebecca Woodward, FWPD

TLEEEA 1st Vice President

Phone: 817-944-7829

Email: rwoodward@tleaaa.org

032 5253521 3620 525T



Invoice for Services

INVOICE TO: La Porte Police Department
Attention: Accounts Payable

STUDENT(S): All La Porte PD Personnel

COURSE(S): Leadership for Law Enforcement

TMPA CONTACT: Ashlyn Ebright

DATES OF SERVICE: December 13, 2017 (La Porte, TX)

AMOUNT OF INVOICE: \$450.00

MAKE CHECKS PAYABLE TO: TMPA Training
6200 La Calma Ste 200
Austin, TX 78752

PLEASE RETURN ONE COPY OF THIS INVOICE WITH PAYMENT. IF YOU WOULD LIKE TO PAY WITH A CREDIT CARD, PLEASE CALL 1-800-848-2088 AND ASK FOR THE TRAINING DEPARTMENT.

WE APPRECIATE WORKING WITH YOU. IF TMPA TRAINING CAN BE OF ANY FURTHER HELP, PLEASE FEEL FREE TO CONTACT US AT 1-800-848-2088 OR VISIT OUR WEB SITE AT TMPA.ORG. IF YOU HAVE MEMBERSHIP QUESTIONS, OR WOULD LIKE TO BECOME A MEMBER OF TMPA, PLEASE CALL US AT OUR TOLL FREE NUMBER OR VISIT OUR WEB SITE.

03252535213020

INVOICE

SZST

January 26, 2018

John A. Forquer
6625 Olga Lane
Manassas, VA 20112
(954)540-3962

La Porte Police Department
POC: SSgt Bennie Boles
Office 281-842-3115

In support of the La Porte Police Department 2018 Annual Leadership Retreat
February 14/15, 2018
Travel dates February 13/16, 2018

Leadership Strategies in Challenging Times
2 Days (Date TBD) 8 hrs each day

Speaking Fee	\$2000.00
Travel	1024.40
PerDiem	372.00
Lodging/Hampton Inn	593.19
Uber	120.00
Books (Cowboy Ethics) \$6.00x30=\$180 + \$30.00 shipping	\$210.99

TOTAL

\$4319.19

Thank you for your service and the
opportunity to work with you!

John A. Forquer

January 4, 2018

Tab Cooper & Associates, llc
Payment

- \$1,000.00

Paid with

MCARD x-3256

You'll see "PAYPAL *TABCOOPERAS" on your card statement.

Category

Business Services

Transaction ID

5SNS72172U475092A

Seller info

Tab Cooper & Associates, llc

936-662-0804

<http://www.proactiveleader.com>

twc001@shsu.edu

Purchase details

Universal Interviewing Tactics - Lance Cook \$100.00

Universal Interviewing Tactics - Robyn Davis \$100.00

Universal Interviewing Tactics - Tracy Phelan \$100.00

Universal Interviewing Tactics - Sergio Torre \$100.00

Universal Interviewing Tactics - Jorge Saldivar \$100.00

Universal Interviewing Tactics - Anthony Bish \$100.00

Universal Interviewing Tactics - Brion Boznango \$100.00

Universal Interviewing Tactics - Matt Davidson \$100.00

Universal Interviewing Tactics - Alvin Goonie \$100.00

Universal Interviewing Tactics - Justin Weaver \$100.00

Amount

\$1,000.00

Total

~~\$1,000.00~~

Need help?

If there's a problem, make sure to contact the seller through PayPal by July 3, 2018.

Amy Haize
0325253521 3020
Project: SZST

Handwritten signature and initials

F1



Tab Cooper & Associates, LLC
Proactive Leadership, Interviewing & Detecting Deception

Invoice

1752 SE Rogers Sink Road
Madison, Florida
936-662-0804
Federal Tax ID # 75-3080793

Date	Invoice #
12/15/2017	17-93

Bill to
Lieutenant John Krueger La Porte Police Department 3001 N. 23rd Street La Porte, TX 77571

		P.O. No.	Terms	Project
Quantity	Description		Rate	Amount
1	2-day Proactive Leadership course May 29-30, 2018 La Porte Police Department		\$4,000.00	\$4,000.00
	Less: Special discount			(\$2,750.00)
			Total	\$1,250.00

Make check payable to: **Proactive Leadership**
Send payment to: **P.O. Box 96**
Lee, Florida 32059

Thank you

03252535213020

S25T

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: November 12, 2018

Appropriation

Requested By: Michael G. Dolby

Source of Funds: _____

Department: Finance

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Ordinance

SUMMARY & RECOMMENDATIONS

Section 33.11 of the Texas Tax Code state that a governing body may authorize an early collection penalty for taxes imposed on business personal property. The early collection penalty may not exceed the amount of the compensation specified in the contract with the delinquent tax attorneys, which is 20 percent.

Under the current delinquent collection process, delinquent notices are sent out in May, turned over to the delinquent tax attorneys in June, and the 20 percent penalty is applied July 1st. Under section 33.11, delinquent notices would be mailed in February, turned over to the delinquent tax attorneys in March, and the 20% penalty would be applied April 1st. Adopting the ordinance authorizing 33.11 would not be adding a new penalty, but allowing the process to begin earlier.

Action Required of Council:

Recommend that the Council authorize an early penalty on delinquent business personal property taxes for tax year 2018 and subsequent years, as provided by section 33.11 of the Texas Tax Code, in the amount of 20% of the delinquent tax.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A PENALTY TO DEFRAY COSTS OF COLLECTING DELINQUENT PROPERTY TAXES PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 33.11; PROVIDING FOR SEVERABILITY; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 33.11 of the Texas Property Tax Code authorizes a taxing unit to add an additional early penalty not to exceed twenty percent (20%) of the amount of delinquent taxes, penalty and interest to each delinquent tax imposed on tangible personal property that becomes delinquent on or after February 1 of a year, if the taxing unit has contracted with an attorney pursuant to Section 6.30 of the Texas Property Tax Code and the taxes on the personal property become subject to the attorney's contract before July 1 of the year in which the taxes become delinquent;

WHEREAS, the City of La Porte is under contract with a law firm pursuant to Section 6.30 of the Texas Property Tax Code; and

WHEREAS, the City Council of the City of La Porte has determined that the Code of Ordinances, City of La Porte, Texas, does not contain a provision to address tangible personal property delinquent taxes related to Texas Property Tax Code Section 33.11; **NOW THEREFORE**,

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

Section 1. The matters and facts recited in the preamble of this resolution are hereby found and determined to be true and correct.

Section 2. An additional early penalty on delinquent tangible personal property taxes for tax years 2018 and subsequent years is hereby authorized and imposed, as provided by Section 33.11 of the Texas Property Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter.

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

Section 4. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect , impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Porte, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part.

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

PASSED AND APPROVED this ____ day of _____, 2018.

CITY OF LAPORTE, TEXAS

BY: _____
Louis R. Rigby
Mayor

ATTEST:

By: _____
Patrice Fogarty
City Secretary

APPROVED:

By: _____
Clark Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>November 12, 2018</u>	<u>Appropriation</u>
Requested By: <u>Patrice Fogarty</u>	Source of Funds: <u>N/A</u>
Department: <u>City Secretary</u>	Account Number: <u>N/A</u>
Report <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>	Amount Budgeted: <u>N/A</u>
Exhibit:	Amount Requested: <u>N/A</u>
	Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

The Fiscal Affairs Committee consists of three regular members and one alternate. The regular members are Chuck Engelken, Jay Martin and Dottie Kaminski. John Zemanek is the current alternate.

There is a regular member vacancy on this Committee, and Council is being asked to consider an appointment to fill the vacancy. Members on this Committee serve without term, and they must be a council member.

Councilmember Zemanek has agreed to serve as a regular member, should Council wish to appoint him to fill the vacancy.

If Council determines to appoint Councilmember Zemanek to the vacant regular member position, Council should then consider appointing a councilmember to the resultant vacancy in the alternate position.

Action Required by Council:

Discussion and possible action to consider an appointment to fill the vacant regular member position on the La Porte Fiscal Affairs Committee. If Councilmember Zemanek is appointed to the vacant regular member position, then Council should consider an appointment to fill the resultant alternate member position.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: November 12, 2018

Appropriation

Requested By: Mayor Rigby

Source of Funds: _____

Department: City Council

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

- 1. Eagle Proposal**
- 2. Exhibit**

SUMMARY & RECOMMENDATIONS

This item has been added to discuss an Eagle Scout Project regarding flags.

Action Required of Council:

Discussion and possible action regarding Eagle Scout Project regarding flags.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

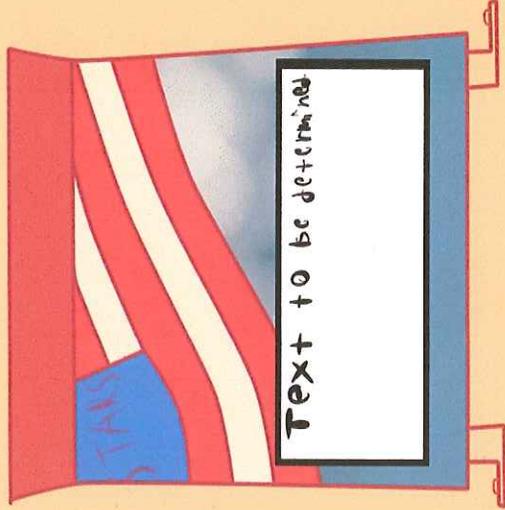
Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

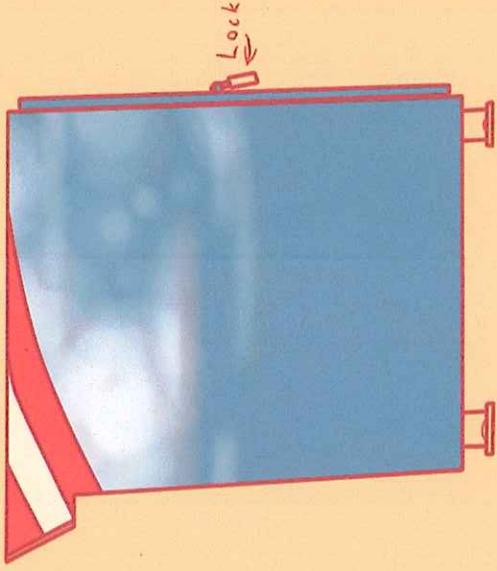
You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting http://www.adobe.com/go/reader_download.

For more assistance with Adobe Reader visit <http://www.adobe.com/go/acrreader>.

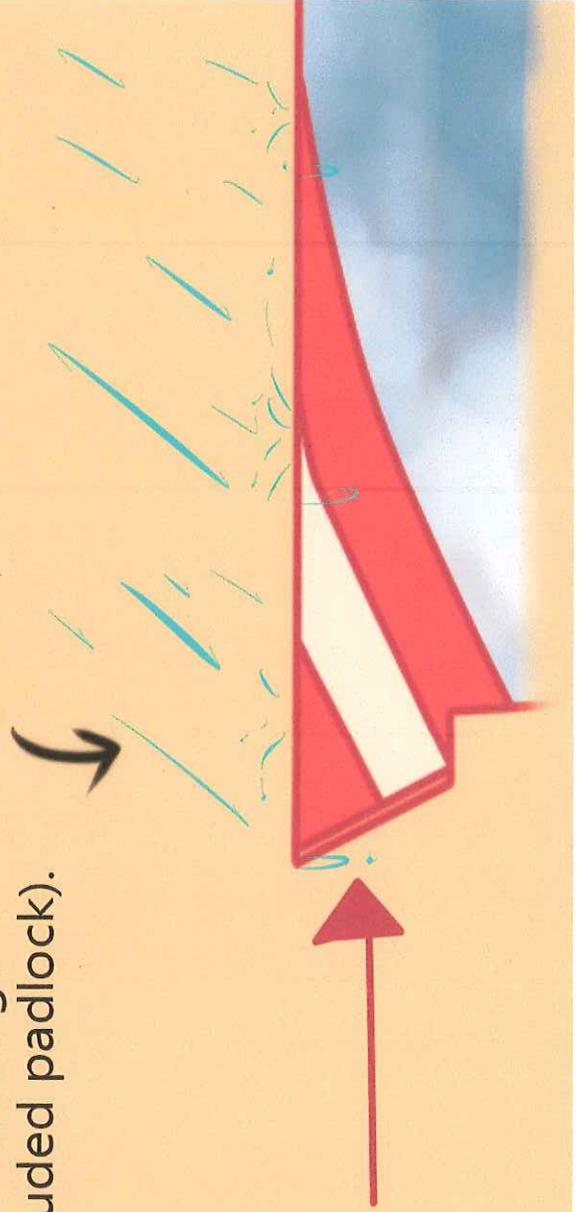
Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.



The front door of the original box will become the back-end to make for easy removal of the flags (with included padlock).



The wide and narrow shape of the opening and the way it slants down ensures that the flags easily go into the container without being susceptible to weather conditions such as rain and even snow!



REQUEST FOR CITY COUNCIL AGENDA ITEM

<p>Agenda Date Requested: <u>November 12, 2018</u></p> <p>Requested By: <u>Matt Hartleib, HR Manager</u></p> <p>Department: <u>Admin – Human Resources</u></p> <p>Report: <u> </u> Resolution: <u> </u> Ordinance: <u> </u></p> <p>Exhibits: <u> Stop Loss Recommendation</u></p> <p>Exhibits: <u> BAFO detail</u></p> <p>Exhibits: <u> </u></p>	<p style="text-align: center;"><u>Budget</u></p> <p>Source of Funds: <u>Insurance Fund</u></p> <p>Account Number: <u>014-6144-515</u></p> <p>Amount Budgeted: <u>\$479,489</u></p> <p>Amount Requested: <u>\$444,357</u></p> <p>Budgeted Item: YES NO</p>
---	--

SUMMARY & RECOMMENDATION

On September 20, 2018, RFP#19500 was released for Stop Loss/Reinsurance coverage for the 2019 plan year of the City of La Porte Health Fund. This RFP was advertised on the City website, Public Purchase board, and in the Bay Area Observer on September 20th and September 27th. As part of the RFP process, it was requested that potential vendors submit bids based on different specific deductible levels (\$100,000, \$165,000 and \$200,000). The RFP generated an initial response of 7 bids which were opened on October 12, 2018. Negotiations continued with vendors as bids were firmed up as additional claims data was reviewed by vendors.

On November 1, 2018, the Chapter 172 Committee met to review the firm bids for Stop Loss coverage. The 172 Committee discussed three main decisions as part of a recommendation to Council: should the City continue to purchase Stop Loss coverage, should there be an adjustment to the Specific Deductible level (which determines when some reimbursements are paid out), and what carrier is recommended for the 2019 plan year. It is the 172 Committee's recommendation that the City continue with the practice of purchasing Stop Loss coverage. This practice is consistent with all other self-funded plans staff is aware of and is a prudent practice that mitigates risk for the fund. Secondly, based on advice from our benefits consultant (IPS) after cost and actuarial analysis, 172 Committee recommends we maintain the specific deductible at \$165,000. Based on our recent history of high individual claims and the cost differences associated with an adjusted Specific Deductible (higher or lower), the \$165,000 level provides the most likely scenario for the fund to maximize the cost benefit ratio for Stop Loss. Adjusting the Specific Deductible level to \$100,000 or \$200,000 would require a volume of high claims outside of recent history and projections to be a worthwhile change. Lastly with the first two decisions made, 172 Committee reviewed the firm bids at the \$165,000 with the lowest bid provided by Vista Underwriters for a total cost of \$444,357. Vista is an A+ rated firm, their bid is \$18,625 lower than the bid from our current carrier, and a transition will result in zero disruption to plan members.

Therefore, it is the recommendation of the 172 Committee that the City select Vista Underwriters as the Stop Loss provider for the 2019 plan year at a total cost of \$444,357.

Action Required by Council:

Consider approval or other action of a recommendation from the Chapter 172 Employee/Retiree Insurance and Benefits Board regarding Stop Loss coverage for the 2019 plan year.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**CITY OF LA PORTE
STOP LOSS RENEWAL ANALYSIS**

PLAN YEAR	2016	2017	CURRENT 2018	RENEWAL 2019	PROPOSED
TPA:	Aetna	Aetna	Aetna	Aetna	Aetna
STOP LOSS CARRIER:	HIGHMARK	PartnerRe	PartnerRe	PartnerRe	Vista UW
MGU:	Stealth	SABS	SABS	SABS	SABS
PBM:	Aetna	Aetna	Aetna	Aetna	Aetna
PPO:	Aetna	Aetna	Aetna	Aetna	Aetna
SPECIFIC STOP LOSS DEDUCTIBLE:	\$165,000	\$165,000	\$165,000	\$165,000	\$165,000
SPECIFIC STOP LOSS LIFETIME MAXIMUM:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SPECIFIC STOP LOSS ANNUAL MAXIMUM	Unlimited	Unlimited	\$2,000,000	\$2,000,000	\$2,000,000
SPECIFIC CONTRACT :	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)
SPECIFIC PREMIUM: Composite PEPM	\$77.49	\$73.72	\$79.22	\$95.88	\$92.07
MONTHLY TOTAL	\$28,981	\$27,571	\$29,628	\$35,859	\$34,434
ANNUAL TOTAL	\$347,775	\$330,855	\$355,539	\$430,309	\$413,210
AGGREGATE PREMIUM: Composite PEPM	\$3.60	\$3.41	\$6.22	\$7.28	\$6.94
MONTHLY TOTAL	\$1,346	\$1,275	\$2,326	\$2,723	\$2,596
ANNUAL TOTAL	\$16,157	\$15,304	\$27,915	\$32,673	\$31,147
ANNUAL TOTAL - STOP LOSS PREMIUM	\$363,932	\$346,159	\$383,455	\$462,982	\$444,357
DOLLAR Δ FROM PRIOR YEAR	N/A	-\$17,772	\$37,295	\$79,527	\$60,902
PERCENTAGE Δ FROM PRIOR YEAR	N/A	-4.9%	10.8%	20.7%	15.9%
(A) ADDITIONAL LASER LIABILITY	N/A	N/A	\$0	\$0	\$0
ANNUAL TOTAL - STOP LOSS PREMIUM INCLUDING LASERS (A)	\$363,932	\$346,159	\$383,455	\$462,982	\$444,357
DOLLAR Δ FROM PRIOR YEAR	N/A	-\$17,772	\$37,295	\$79,527	\$60,902
PERCENTAGE Δ FROM PRIOR YEAR	N/A	-4.9%	10.8%	20.74%	15.88%
SINGLE	147				
FAMILY	227				
TOTAL	374				
AGGREGATE STOP LOSS FACTOR:					
COMPOSITE FACTOR - SINGLE/FAMILY	\$1,459.25	\$1,575.00	\$1,774.41	\$1,824.43	\$1,870.04
MONTHLY AGGREGATE ACCUMULATION	\$545,760	\$589,050	\$663,629	\$682,337	\$699,394.96
ANNUAL AGGREGATE ACCUMULATION	\$6,549,114	\$7,068,600	\$7,963,552	\$8,188,042	\$8,392,740
EXPECTED CLAIMS CARRIER	\$5,239,291	\$5,654,880	\$6,370,842	\$6,550,433	\$6,714,192
DOLLAR Δ FROM PRIOR YEAR	N/A	\$415,589	\$715,962	\$179,592	\$343,350
PERCENTAGE Δ FROM PRIOR YEAR	N/A	7.93%	13.67%	2.82%	5.39%
PLAN YEAR	2016	2017	CURRENT 2018	RENEWAL	PROPOSED
STOP LOSS CARRIER:	HIGHMARK	PartnerRe	PartnerRe	PartnerRe	Vista UW
Laser Liability:	None	None	None	None	None
Rates Locked in Date:	N/A	N/A	N/A	FIRM thru 11/13/2018	FIRM thru 11/13/2018
Notes:	N/A	N/A	Agg RI/RO Max \$1,030,045	Agg RI/RO Max \$1,023,545	Agg RI/RO Max \$1,258,911

CITY OF LA PORTE
STOP LOSS RENEWAL ANALYSIS

NO FIRM OFFERS \$100K SABS - STEALTH PN RECPT 11/7/18

PLAN YEAR	2016	2017	CURRENT 2018	RENEWAL 2019	PROPOSED	PROPOSED
TPA:	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
STOP LOSS CARRIER:	HIGHMARK	PartnerRe	PartnerRe	PartnerRe	Berkshire Hathaway	PartnerRe
MGU:	Stealth	SABS	SABS	SABS	Stealth	SABC
PBM:	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
PPO:	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
SPECIFIC STOP LOSS DEDUCTIBLE:	\$165,000	\$165,000	\$165,000	\$165,000	\$100,000	\$100,000
SPECIFIC STOP LOSS LIFETIME MAXIMUM:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SPECIFIC STOP LOSS ANNUAL MAXIMUM:	Unlimited	Unlimited	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
SPECIFIC CONTRACT :	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)
SPECIFIC PREMIUM: Composite PEPM	\$77.49	\$73.72	\$79.22	\$95.88	\$166.06	\$168.67
MONTHLY TOTAL	\$28,981	\$27,571	\$29,628	\$35,859	\$62,106	\$63,083
ANNUAL TOTAL	\$347,775	\$330,855	\$355,539	\$430,309	\$745,277	\$756,991
AGGREGATE PREMIUM: Composite PEPM	\$3.60	\$3.41	\$6.22	\$7.28	\$5.56	\$5.26
MONTHLY TOTAL	\$1,346	\$1,275	\$2,326	\$2,723	\$2,079	\$1,967
ANNUAL TOTAL	\$16,157	\$15,304	\$27,915	\$32,673	\$24,953	\$23,607
ANNUAL TOTAL - STOP LOSS PREMIUM	\$363,932	\$346,159	\$383,455	\$462,982	\$770,231	\$780,598
DOLLAR Δ FROM PRIOR YEAR	N/A	-\$17,772	\$37,295	\$79,527	\$386,776	\$397,143
PERCENTAGE Δ FROM PRIOR YEAR	N/A	-4.9%	10.8%	20.7%	100.9%	103.6%
(A) ADDITIONAL LASER LIABILITY	N/A	N/A	\$0	\$0	\$0	\$0
ANNUAL TOTAL - STOP LOSS PREMIUM INCLUDING LASERS (A)	\$363,932	\$346,159	\$383,455	\$462,982	\$770,231	\$780,598
DOLLAR Δ FROM PRIOR YEAR	N/A	-\$17,772	\$37,295	\$79,527	\$386,776	\$397,143
PERCENTAGE Δ FROM PRIOR YEAR	N/A	-4.9%	10.8%	20.74%	100.87%	103.57%
ENROLLMENT ASSUMPTIONS:						
SINGLE	147					
FAMILY	227					
TOTAL	374					
AGGREGATE STOP LOSS FACTOR:						
COMPOSITE FACTOR - SINGLE/FAMILY	\$1,459.25	\$1,575.00	\$1,774.41	\$1,824.43	\$1,728.04	\$1,844.20
MONTHLY AGGREGATE ACCUMULATION	\$545,760	\$589,050	\$663,629	\$682,337	\$646,287	\$689,731
ANNUAL AGGREGATE ACCUMULATION	\$6,549,114	\$7,068,600	\$7,963,552	\$8,188,042	\$7,755,444	\$8,276,770
EXPECTED CLAIMS CARRIER	\$5,239,291	\$5,654,880	\$6,370,842	\$6,550,433	\$6,204,355	\$6,621,416
DOLLAR Δ FROM PRIOR YEAR	N/A	\$415,589	\$715,962	\$179,592	-\$166,487	\$250,574
PERCENTAGE Δ FROM PRIOR YEAR	N/A	7.93%	13.67%	2.82%	-2.61%	3.93%
PLAN YEAR	2016	2017	CURRENT 2018	RENEWAL 2019	PROPOSED	PROPOSED
STOP LOSS CARRIER:	HIGHMARK	PartnerRe	PartnerRe	PartnerRe	Berkshire Hathaway	PartnerRe
Laser Liability:	None	None	Nonr	None	TBD	TBD
Rates Locked in Date:	N/A	N/A	N/A	FIRM thru 11/13/2018	No response	No response
Notes:						

**CITY OF LA PORTE
STOP LOSS RENEWAL ANALYSIS**

PLAN YEAR	2016	2017	CURRENT 2018	RENEWAL 2019	PROPOSED
TPA:	Aetna	Aetna	Aetna	Aetna	Aetna
STOP LOSS CARRIER:	HIGHMARK	PartnerRe	PartnerRe	PartnerRe	Vista Underwriting
MGU:	Stealth	SABS	SABS	SABS	SABS
PBM:	Aetna	Aetna	Aetna	Aetna	Aetna
PPO:	Aetna	Aetna	Aetna	Aetna	Aetna
SPECIFIC STOP LOSS DEDUCTIBLE:	\$165,000	\$165,000	\$165,000	\$165,000	\$200,000
SPECIFIC STOP LOSS LIFETIME MAXIMUM:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SPECIFIC STOP LOSS ANNUAL MAXIMUM	Unlimited	Unlimited	\$2,000,000	\$2,000,000	\$2,000,000
SPECIFIC CONTRACT :	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)	24/12 (M/Rx)
SPECIFIC PREMIUM: Composite PEPM	\$77.49	\$73.72	\$79.22	\$95.88	\$76.66
MONTHLY TOTAL	\$28,981	\$27,571	\$29,628	\$35,859	\$28,671
ANNUAL TOTAL	\$347,775	\$330,855	\$355,539	\$430,309	\$344,050
AGGREGATE PREMIUM: Composite PEPM	\$3.60	\$3.41	\$6.22	\$7.28	\$8.04
MONTHLY TOTAL	\$1,346	\$1,275	\$2,326	\$2,723	\$3,007
ANNUAL TOTAL	\$16,157	\$15,304	\$27,915	\$32,673	\$36,084
ANNUAL TOTAL - STOP LOSS PREMIUM	\$363,932	\$346,159	\$383,455	\$462,982	\$380,134
DOLLAR Δ FROM PRIOR YEAR	N/A	-\$17,772	\$37,295	\$79,527	-\$3,321
PERCENTAGE Δ FROM PRIOR YEAR	N/A	-4.9%	10.8%	20.7%	-0.9%
(A) ADDITIONAL LASER LIABILITY	N/A	N/A	\$0	\$0	\$0
ANNUAL TOTAL - STOP LOSS PREMIUM INCLUDING LASERS (A)	\$363,932	\$346,159	\$383,455	\$462,982	\$380,134
DOLLAR Δ FROM PRIOR YEAR	N/A	-\$17,772	\$37,295	\$79,527	-\$3,321
PERCENTAGE Δ FROM PRIOR YEAR	N/A	-4.9%	10.8%	20.74%	-0.87%
ENROLLMENT ASSUMPTIONS:					
SINGLE	147				
FAMILY	227				
TOTAL	374				
AGGREGATE STOP LOSS FACTOR:					
COMPOSITE FACTOR - SINGLE/FAMILY	\$1,459.25	\$1,575.00	\$1,774.41	\$1,824.43	\$1,896.54
MONTHLY AGGREGATE ACCUMULATION	\$545,760	\$589,050	\$663,629	\$682,337	\$709,305.96
ANNUAL AGGREGATE ACCUMULATION	\$6,549,114	\$7,068,600	\$7,963,552	\$8,188,042	\$8,511,672
EXPECTED CLAIMS CARRIER	\$5,239,291	\$5,654,880	\$6,370,842	\$6,550,433	\$6,809,337
DOLLAR Δ FROM PRIOR YEAR	N/A	\$415,589	\$715,962	\$179,592	\$438,496
PERCENTAGE Δ FROM PRIOR YEAR	N/A	7.93%	13.67%	2.82%	6.88%
PLAN YEAR	2016	2017	CURRENT 2018	RENEWAL	PROPOSED
STOP LOSS CARRIER:	UHC/BP	UHC/BP	PartnerRe	PartnerRe	Vista Underwriting
Laser Liability:	None	None	None	None	None
Rates Locked in Date:	N/A	N/A	N/A	FIRM thru 11/13/2018	FIRM thru 11/13/2018
Notes:			Agg RI/RO Max \$1,030,045	Agg RI/RO Max \$1,023,545	Agg RI/RO Max \$1,276,751

Stop Loss Insurance

2019 Plan Year





Stop Loss Insurance

- Also called “re-insurance” it is insurance for our medical fund.
- Mitigates risk of potential high cost claims.
- Reimbursements are triggered by exceeding either a specific or aggregate deductible.
 - Specific – if costs associated with any one claim exceed a threshold (currently \$165,000)
 - Aggregate – if the total claims exceed a threshold in the plan year (125% of projected claims)

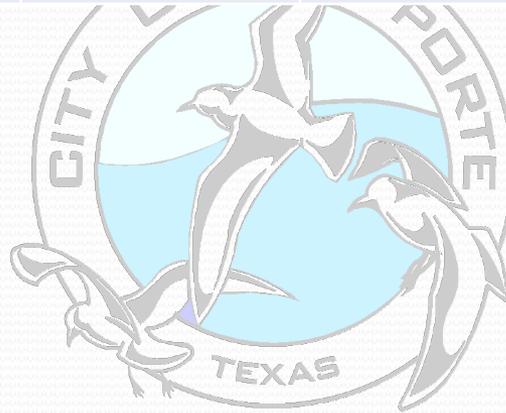


Historic performance

Plan Year	Premium Paid	Reimbursements	Delta
2018 (through Sep)	\$305,332	\$109,104	\$196,228
2017	\$367,030	\$256,409	\$110,621
2016	\$387,578	\$170,120	\$217,458
2015	\$392,711	\$52,035	\$340,676
2014	\$360,000	\$108,465	\$251,535
Average	\$362,530	\$139,226	\$223,303
Total	\$1,812,651	\$696,133	\$1,116,518

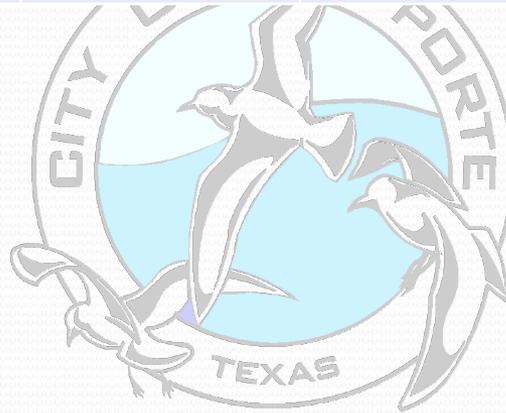
Firm bids received

Carrier	Vista	Berkshire Hathaway	PartnerRE	Vista	PartnerRE
Specific Deductible	\$200,000	\$100,000	\$100,000	\$165,000	\$165,000
Total Cost	\$380,134	\$770,231	\$780,598	\$444,357	\$462,982



Recommendation from 172

Carrier	Vista	Berkshire Hathaway	PartnerRE	Vista	PartnerRE
Specific Deductible	\$200,000	\$100,000	\$100,000	\$165,000	\$165,000
Total Cost	\$380,134	\$770,231	\$780,598	\$444,357	\$462,982





**Council Agenda Item
November 12, 2018**

- 9 (a) Receive report of the Drainage and Flooding Committee Meeting – Councilmember Jay Martin**





Council Agenda Item November 12, 2018

10. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, November 15, 2018
- Thanksgiving Holidays, Thursday, November 22, 2018 and Friday, November 23, 2018
- Fiscal Affairs Committee Meeting, Monday, December 10, 2018
- City Council Meeting, Monday, December 10, 2018
- Planning and Zoning Commission Meeting, Thursday, December 20, 2018
- Christmas Holiday, Monday, December 24, 2018 and Tuesday, December 25, 2018

11. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers Bentley, Engelken, Earp, Ojeda, J. Martin, K. Martin, Zemanek and Mayor Rigby

12. ADJOURN
