



CITY OF LA PORTE DRAINAGE AND FLOODING COMMITTEE MEETING AGENDA **TIME AMENDED**

Notice is hereby given of a meeting of the Drainage and Flooding Committee of the City Council of the City of La Porte, to be held January 10, 2022, in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, beginning at **5:00** pm to consider the following items of business.

Remote participation is available, also. Attend via a screen using this link:

<https://us02web.zoom.us/j/88936862331?pwd=d2N0NytOdzhkdmUrTWxmbEFZajBVZz09>

Join by phone at 888-475-4499 or 877-853-5257. The meeting ID is 889 3686 2331 and the passcode is 170570.

1. **CALL TO ORDER**
2. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
3. **STATUTORY AGENDA**
 - (a) Presentation, discussion, and possible action to approve the minutes of the November 8, 2021, meeting. [Councilperson Martin, Chair]
 - (b) Presentation, discussion, and possible action regarding the status of property located at the intersection of State Hwy. 146 and McCabe Road and owned by Dutko Family Partnership, Ltd. [Lorenzo Wingate, Assistant Director of Public Works]
 - (c) Presentation, discussion, and possible action regarding status of 100 acre-foot detention pond project near the Pasadena Convention Center and Brookglen Subdivision, in connection with amended interlocal agreement between the City of La Porte and the City of Pasadena. [Lorenzo Wingate, Assistant Director of Public Works]
 - (d) Presentation, discussion, and possible action regarding the Harris County Flood Control District's (HCFCD) and Harris County Precinct 2's current and future plans related to flooding in the City of La Porte. [Lorenzo Wingate, Assistant Director of Public Works]
 - (e) Presentation, discussion, and possible action regarding the status of current drainage projects. [Lorenzo Wingate, Assistant Director of Public Works]
 - (f) Presentation, discussion, and possible action to provide administrative staff of the City with direction, if necessary, regarding additional drainage concerns. [Lorenzo Wingate, Assistant Director of Public Works]
4. **SET NEXT MEETING**
5. **COMMITTEE COMMENT** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*

6. ADJOURN

If, during the course of the meeting and discussion of any items covered by this notice, the Drainage and Flooding Committee determines that a Closed or Executive Session of the Committee is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Drainage and Flooding Committee will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

Councilmembers may attend in numbers constituting a quorum. This is a Drainage and Flooding Committee Meeting at which there will be no deliberation or formal action taken by City Council as a governmental body.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the January 10, 2022, Drainage and Flooding Committee agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF
POSTING

TIME OF
POSTING

TAKEN DOWN

Lee Woodward

Lee Woodward, City Secretary

JAY MARTIN, CHAIRMAN
MAYOR PRO TEM

MANDI WILLIAMS
COUNCILPERSON



CHUCK ENGELKEN
COUNCILPERSON

BILL BENTLEY, ALTERNATE
COUNCILPERSON

MINUTES OF THE DRAINAGE AND FLOODING COMMITTEE MEETING NOVEMBER 8, 2021

The Drainage and Flooding Committee of the City of La Porte met on Monday, November 8, 2021, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 5:00 p.m. to consider the following items of business:

Committee Members present: Jay Martin, Chuck Engelken, Mandi Williams

Committee Members attending remotely: Bill Bentley (alternate)

Committee Members absent: None

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary

CALL TO ORDER – Chairman Martin called the meeting to order at 5:00 p.m.

- 2. CITIZEN COMMENT** *(Generally limited to five minutes per person, in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

There were no citizen comments.

3. STATUTORY AGENDA

- a. Presentation, discussion, and possible action to approve the minutes of the October 11, 2021, meeting. [Councilperson Martin, Chairman]**

Member Engelken moved to approve the minutes; the motion was seconded by Member Williams; the motion was adopted, 3-0.

- b. Presentation, discussion, and possible action regarding the status of property located at the intersection of State Hwy. 146 and McCabe Road and owned by Dutko Family Partnership, Ltd. [Lorenzo Wingate, Assistant Director of Public Works]**

Mr. Wingate said the City received a copy of the United States Army Corps of Engineers (USACE) Wetlands Determination Letter, which indicates that the property does not fall within the USACE's jurisdiction. Mr. Alexander said the City was going to solicit the services of someone to review the situation. Chair Martin requested no dirt permits be issued until the Committee's questions have been answered. Planning Director Evans noted at least a portion of the property was in a PUD, so a SCUP would be required as part of the development process. Mr. Alexander said the developer had indicated a desire to incorporate the development into the MUD serving the Morgan's Landing development.

- c. Presentation, discussion, and possible action regarding status of 100 acre-foot detention pond project near the Pasadena Convention Center and Brookglenn Subdivision, in connection with amended interlocal agreement between the City of La Porte and the City of Pasadena. [Lorenzo Wingate, Assistant Director of Public Works]**

Mr. Wingate said the agreement had been passed by the City of Pasadena and no difficulties were anticipated.

- d. **Presentation, discussion, and possible action regarding the Harris County Flood Control District's (HCFCD) and Harris County Precinct 2's current and future plans related to flooding in the City of La Porte. [Lorenzo Wingate, Assistant Director of Public Works]**

Mr. Wingate said an interlocal agreement was still being negotiated for Brookglen and F-216. Johnathan St. Romain, of the Harris County Flood Control District (HCFCD), noted their traffic study indicated closing Gladwyne Lane. Member Engelken spoke against doing so, citing concerns including flawed traffic study methodology and first responder access.

- e. **Presentation, discussion, and possible action regarding the status of current drainage projects. [Lorenzo Wingate, Assistant Director of Public Works]**

Mr. Wingate said the Bayside Terrace project would require communication with property owners concerning the established trees. Mr. Alexander said there was a tree fund that could be used to place trees on the owners' properties. Mr. Wingate said he would be speaking to the HOA on Tuesday, November 9.

- f. **Presentation, discussion, and possible action regarding the status of traffic impact analysis associated with proposed detention pond development in Brookglen Subdivision. [Lorenzo Wingate, Assistant Director of Public Works]**

This item was covered in discussion on item d.

- g. **Presentation, discussion, and possible action to provide administrative staff of the City with direction, if necessary, regarding additional drainage concerns. [Lorenzo Wingate, Assistant Director of Public Works]**

Member Williams asked about the sanitary sewer lift stations and how they are impacted during rain events; Mr. Mayo communicated that the Lomax Lift Station Consolidation Project should improve the issue and would be out for bid soon, pending Texas Water Development Board approval of the bid/construction documents.

4. Set next meeting - The next meeting date was set for December 13, 2021.

5. Committee Member Comments – Members had no comments.

ADJOURN – The meeting was adjourned without objection at 5:30 p.m.

Lee Woodward, City Secretary



REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: January 10, 2022
Requested By: Lorenzo Wingate, Asst. Director
Department: Public Works
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: USACE AJD Letter

Appropriation	
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:	<input type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

At the October 11, 2021 Drainage Committee Meeting, Committee Member Jay Martin requested an update on the status of the property located at the corner of McCabe Rd and State Highway 146, owned by Dutko Family Partnership, LTD. Upon coordinating with multiple stakeholders, Staff was able to obtain a copy of the attached United States Army Corps of Engineers (USACE) Approved Jurisdictional Determination (AJD) letter, associated with the Dutko property. Staff has coordinated with the environmental services consultant, Berg-Oliver Associates, Inc. to explain the USACE's determination and to assist with responding to related questions.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

Receive and analyze the report to provide Staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date



DEPARTMENT OF THE ARMY
U. S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

August 30, 2021

Compliance Branch

SUBJECT: **SWG-2018-00811** – Dutko Family Partnership, Ltd.; Approved Jurisdictional Determination (AJD), Approximate 107-Acre Site, Located in La Porte, Harris County, Texas

Tracy Watson
Phase Engineering, Inc.
5524 Cornish Street
Houston, Texas 77007

Dear Ms. Watson:

This is in response to the November 5, 2018 request for an approved jurisdictional determination (AJD), on behalf of the Dutko Family Partnership, Ltd., for an approximate 107-acre site located southeast of the McCabe Road and Texas State Highway (SH) 146 intersection in La Porte, Harris County, Texas (map enclosed).

Based on a review of the submitted information, detailed off-site data, the June 28, 2019 site visit, and current federal regulations we determined the approximate 107-acre site contains wetlands comprising approximately 27.1 acres, four (4) tributaries comprising approximately 2,038.7 linear feet, two (2) swales comprising approximately 616.7 linear feet, and one (1) approximate 1,392-foot-long upland man-made drainage ditch. Wetlands within the review area were identified using the Atlantic and Gulf Coastal Plain Region (Version 2.0) to the 1987 Corps of Engineers Wetland Delineation Manual which requires under normal circumstances, a predominance of hydrophytic vegetation, wetland soils, and sufficient hydrology at/or near the surface for adequate duration and frequency to support this aquatic ecosystem. The Corps of Engineers regulates the placement of structures and/or work performed in/or affecting navigable waters of the United States (U.S.) (i.e. bulkheads, piers, etc.) under Section 10 of the Rivers and Harbors Act of 1899. The Corps also regulates the discharge of dredged and/or fill material into waters of the U.S., including navigable waters, under Section 404 of the Clean Water Act. The wetlands are closed depressions that neither abut a paragraph (a)(1 – 3) water, nor are inundated by flooding from an (a)(1 – 3) water in a typical year, nor are physically separated from an (a)(1 – 3) water only by a natural berm, bank, dune, or similar natural feature, nor are physically separated from an (a)(1 – 3) water only by an artificial dike, barrier, or similar artificial structure. Therefore, the subject site wetlands meet the 33 CFR 328.3(b)(1) non-adjacent wetland exclusion. The subject site tributaries are currently or were historically characterized by ephemeral water flow resulting from precipitation, therefore, the tributaries meet the 33 CFR 328.3(b)(3) ephemeral feature exclusion. The subject site

ditch is a constructed, or excavated channel used to convey surface water flow. When originally constructed, the ditch neither relocated a tributary, nor was constructed in a tributary, nor was constructed in adjacent wetlands. Therefore, the ditch meets the 33 CFR 328.3(b)(5) ditch exclusion. As such, the discharge of dredged and/or fill material into and/or any work in or affecting the subject site does not require a Department of the Army (DA) permit.

Areas of Federal Interests (federal projects, and/or work areas) may be located within this proposed project area. Any activities in these federal interest areas would also be subject to federal regulations under the authority of Section 14 of the Rivers and Harbors Act (aka Section 408). Section 408 makes it unlawful for anyone to alter in any manner, in whole or in part, any work (ship channel, flood control channels, seawalls, bulkhead, jetty, piers, etc.) built by the United States unless it is authorized by the Corps of Engineers (i.e., Navigation and Operations Division).

The AJD form included herein identifies the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for this request. This jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

This letter constitutes an AJD for this subject site and is valid for 5 years from the date of this letter unless new information warrants a revision prior to the expiration date. If you object to this AJD, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeals Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Southwestern Division Office at the following address:

Mr. Jamie Hyslop
Administrative Appeals Review Officer (CESWD-PD-O)
U.S Army Corps of Engineers, Southwest Division
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
Telephone: 469-487-7061; Fax: 469-487-7199

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within **60 days** of the date of the NAP; noting the letter date is considered day 1. It is not necessary to submit an RFA form to the Division office if you do not object to the determination in this letter.

If you have questions concerning this matter, please reference file number

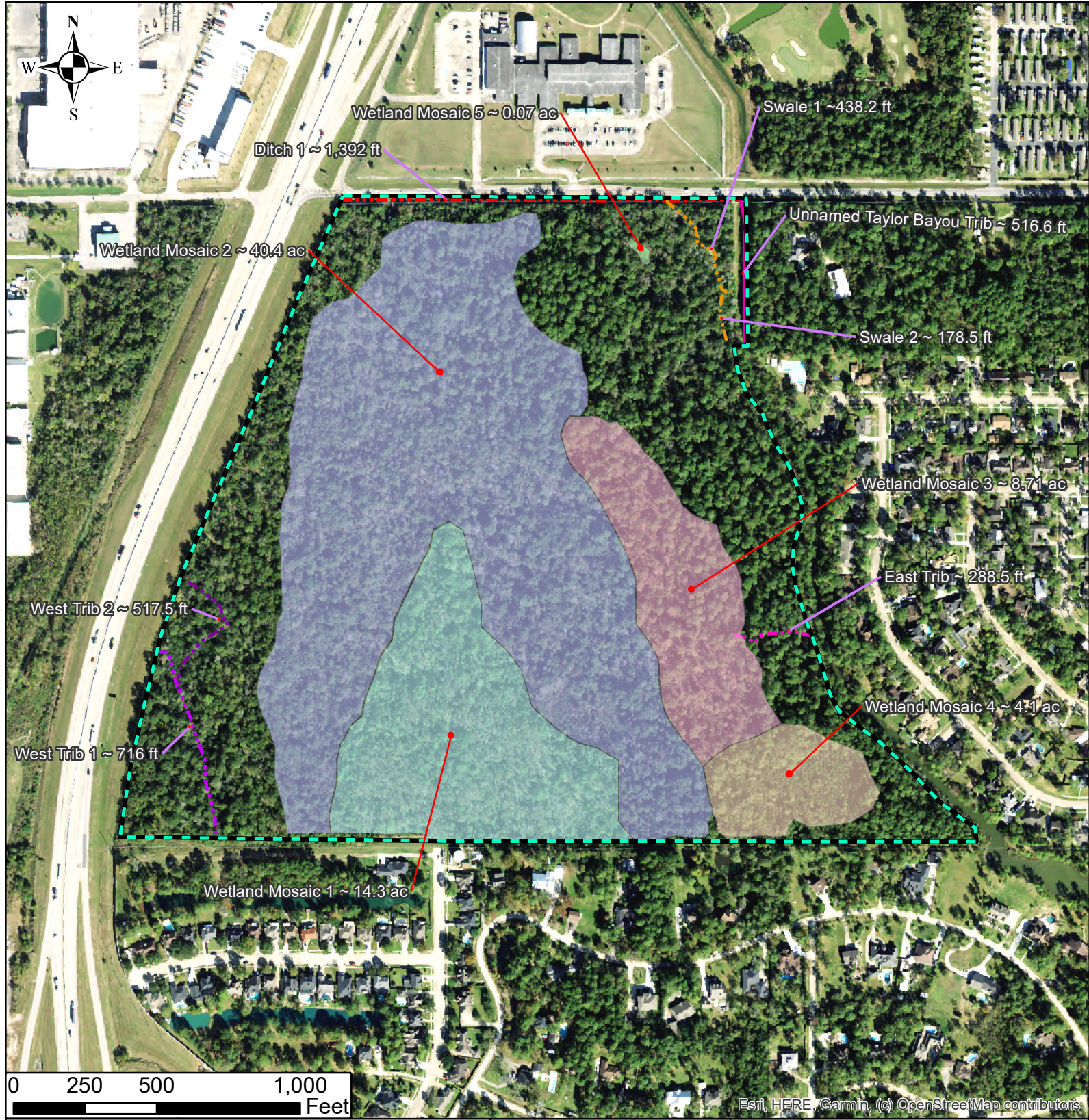
SWG-2018-00811 and contact me at the letterhead address, by e-mail at kevin.s.mannie@usace.army.mil, or by telephone at 409-766-3016. To assist us in improving our service to you, please complete the survey found at <https://regulatory.ops.usace.army.mil/customer-service-survey/> and/or if you would prefer a hard copy of the survey form, please let us know, and one will be mailed to you.

Sincerely,


A handwritten signature in blue ink, appearing to read "Kevin Mannie", with a stylized flourish at the end.

Kevin Mannie
Project Manager, Compliance Branch

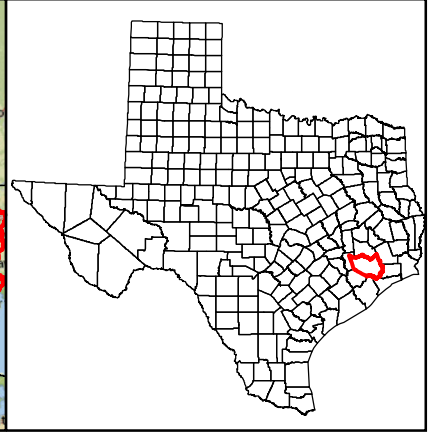
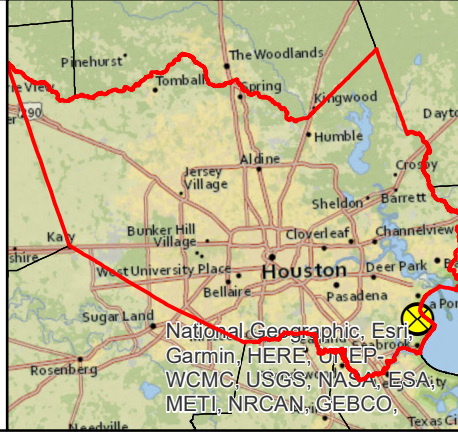
Enclosures



SWG-2018-00811
Dutko Family Partnership, Ltd.
Approximate 107-Acre Site
Approved Jurisdictional Determination
La Porte, Harris County, Texas

 **Review_Area ~ 107 ac**

Imagery: 2020 National Agriculture Imagery Program (NAIP),
 0.6-meter True Color
 Note: Review area reflects neither property boundaries nor
 ownership.



NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: DUTKO FAMILY PARTNERSHIP, LTD.	File Number: SWG-2018-00811	Date: 8/30/21
Attached is:		See Section below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input checked="" type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/appeals.aspx> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Kevin S. Mannie, Project Manager
Regulatory Division, Compliance Branch (CESWG-RD-C)
U.S. Army Corps of Engineers, Galveston District
P.O. Box 1229
Galveston, Texas 77553-1229
Telephone: 409-766-3016; Fax: 409-766-3931

If you only have questions regarding the appeal process you may also contact:

Mr. Jamie Hyslop
Administrative Appeals Review Officer (CESWD-PD-O)
U.S. Army Corps of Engineers, Southwest Division
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
Telephone: 469-487-7061; Fax: 469-487-7199

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 8/30/2021

ORM Number: SWG-2018-00811

Associated JDs: N/A.

Review Area Location¹: State/Territory: Texas City: La Porte County/Parish/Borough: Harris

Center Coordinates of Review Area: Latitude 29.626884 Longitude -95.029519

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A or describe rationale.
- ☐ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in Section II.B).
- ☐ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in Section II.C).
- ☒ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in Section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)²

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
N/A.	N/A.	N/A.	N/A.

C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters): ³				
(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination	
N/A.	N/A.	N/A.	N/A.	

Tributaries ((a)(2) waters):				
(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination	
N/A.	N/A.	N/A.	N/A.	

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):				
(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination	
N/A.	N/A.	N/A.	N/A.	

Adjacent wetlands ((a)(4) waters):				
(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination	
N/A.	N/A.	N/A.	N/A.	

¹ Map(s)/figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD Form.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12)): ⁴				
Exclusion Name	Exclusion Size		Exclusion ⁵	Rationale for Exclusion Determination
Wetland Mosaic 1	11.03	acre(s)	(b)(1) Non-adjacent wetland.	Wetland Mosaic 1 is a depressional wetland that neither abuts a paragraph (a)(1-3) water, nor is located in a landscape position that would be flooded/inundated by a paragraph (a)(1-3) water during a “typical year.” This wetland is separated from a paragraph (a)(1-3) water by more than a single natural or man-made barrier. Therefore, this wetland meets the 33 CFR 328.3(b)(1) non-adjacent wetland exclusion.
Wetland Mosaic 2	8.48	acre(s)	(b)(1) Non-adjacent wetland.	Wetland Mosaic 2 is a depressional wetland that neither abuts a paragraph (a)(1-3) water, nor is located in a landscape position that would be flooded/inundated by a paragraph (a)(1-3) water during a “typical year.” This wetland is separated from a paragraph (a)(1-3) water by more than a single natural or man-made barrier. Therefore, this wetland meets the 33 CFR 328.3(b)(1) non-adjacent wetland exclusion.
Wetland Mosaic 3	5.66	acre(s)	(b)(1) Non-adjacent wetland.	Wetland Mosaic 3 is a depressional wetland that neither abuts a paragraph (a)(1-3) water, nor is located in a landscape position that would be flooded/inundated by a paragraph (a)(1-3) water during a “typical year.” This wetland is separated from a paragraph (a)(1-3) water by more than a single natural or man-made barrier. Therefore, this wetland meets the 33 CFR 328.3(b)(1) non-adjacent wetland exclusion.
Wetland Mosaic 4	1.88	acre(s)	(b)(1) Non-adjacent wetland.	Wetland Mosaic 4 is a depressional wetland that neither abuts a paragraph (a)(1-3) water, nor is located in a landscape position that would be flooded/inundated by a paragraph (a)(1-3) water during a “typical year.” This wetland is separated from a paragraph (a)(1-3) water by more than a single natural or man-made barrier. Therefore, this wetland meets the 33 CFR 328.3(b)(1) non-adjacent wetland exclusion.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

Excluded waters ((b)(1) – (b)(12)): ⁴				
Exclusion Name	Exclusion Size		Exclusion ⁵	Rationale for Exclusion Determination
Wetland Mosaic 5	11.03	acre(s)	(b)(1) Non-adjacent wetland.	Wetland Mosaic 5 is a depressional wetland that neither abuts a paragraph (a)(1-3) water, nor is located in a landscape position that would be flooded/inundated by a paragraph (a)(1-3) water during a “typical year.” This wetland is separated from a paragraph (a)(1-3) water by more than a single natural or man-made barrier. Therefore, this wetland meets the 33 CFR 328.3(b)(1) non-adjacent wetland exclusion.
Unnamed Taylor Bayou Tributary	516.64	linear feet	(b)(1) Water or water feature that is not identified in (a)(1)-(a)(4) and does not meet the other (b)(1) subcategories.	The unnamed Taylor Bayou tributary was historically an ephemeral surface water channel that flowed or pooled only in direct response to precipitation. Since the channel has been improved and upstream stormwater detention basin constructions the channel subsequently receives more regular outflow. Therefore, this feature meets the 33 CFR 328.3(b)(1) exclusion as a water that does not meet a (b)(2) through (b)(12) exclusion, and does not meet the paragraph (a)(1-4) water.
Swale 1	438.20	linear feet	(b)(1) Water or water feature that is not identified in (a)(1)-(a)(4) and does not meet the other (b)(1) subcategories.	Swale 1 is a shallow surface water channel that lacks a reliable bed, bank, and ordinary high-water mark. This feature flows or pools only in direct response to precipitation. Therefore, this feature meets the 33 CFR 328.3(b)(3) ephemeral feature exclusion.
Swale 2	178.49	linear feet	(b)(1) Water or water feature that is not identified in (a)(1)-(a)(4) and does not meet the other (b)(1) subcategories.	Swale 2 is a shallow surface water channel that lacks a reliable bed, bank, and ordinary high-water mark. This feature flows or pools only in direct response to precipitation. Therefore, this feature meets the 33 CFR 328.3(b)(3) ephemeral feature exclusion.
East Tributary	288.54	linear feet	(b)(1) Water or water feature that is not identified in (a)(1)-(a)(4) and does not meet the other (b)(1) subcategories.	East Tributary is a surface water channel that flows or pools only in direct response to precipitation. Therefore, this feature meets the 33 CFR 328.3(b)(3) ephemeral feature exclusion.
West Tributary 1	716.00	linear feet	(b)(1) Water or water feature that is not	West Tributary is a surface water channel that flows or pools only in direct response to precipitation. Therefore, this feature meets



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

Excluded waters ((b)(1) – (b)(12)): ⁴				
Exclusion Name	Exclusion Size		Exclusion ⁵	Rationale for Exclusion Determination
			identified in (a)(1)-(a)(4) and does not meet the other (b)(1) subcategories.	the 33 CFR 328.3(3)(1) ephemeral feature exclusion.
West Tributary 2	517.54	linear feet	(b)(1) Water or water feature that is not identified in (a)(1)-(a)(4) and does not meet the other (b)(1) subcategories.	East Tributary is a surface water channel that flows or pools only in direct response to precipitation. Therefore, this feature meets the 33 CFR 328.3(3)(1) ephemeral feature exclusion.

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

☒ Information submitted by, or on behalf of, the applicant/consultant: [Wetland delineation report submitted by Phase Engineering, Inc.](#)

This information [Select.](#) sufficient for purposes of this AJD.

Rationale: [N/A or describe rationale for insufficiency \(including partial insufficiency\).](#)

☒ Data sheets prepared by the Corps: [6/28/2019 site visit](#)

☒ Photographs: [Aerial and Other: 2020 National Agriculture Imagery Program \(NAIP\) 0.6-meter Color Infrared \(CIR\); 2009 and 2015 Texas Orthoimagery Program \(TOP\), 0.5-meter CIR; Google Earth Aerial Images, 1952 – 2020; 6/28/2019 Site Visit Photos](#)

☒ Corps site visit(s) conducted on: [6/28/2019](#)

☒ Previous Jurisdictional Determinations (AJDs or PJDs): [21774 \(2/14/2000\); and 21774\(01\) \(12/1/2005\).](#)

☐ Antecedent Precipitation Tool: [provide detailed discussion in Section III.B.](#)

☒ USDA NRCS Soil Survey: [Web Soil Survey, National Cooperative Soil Survey \(NCSS\), Harris County, Texas.](#)

☒ USFWS NWI maps: [FWS NWI Web Map Services \(WMS\)](#)
(<https://www.fws.gov/wetlands/arcgis/services/Wetlands/MapServer/WMServer?request=GetCapabilities&service=WMS>).

☒ USGS topographic maps: [La Porte, Texas – 1916, 1920, 1944, 1955, 1967, 1982, 1995, 2013, 2016, and 2019; League City, Texas – 2019; and Seabrook, Texas – 1916, 1920, 1932.](#)

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS Sources	N/A.
USDA Sources	N/A.
Other NOAA data (specify)	NOAA tide gauge station 8770613, Morgans Point, Barbours Cut, TX/
USACE Sources	N/A.
LiDAR data/maps	Texas Water Development Board (TWDB), Strategic Mapping Program (StratMap) Light Detection and Ranging (LiDAR) Elevation Data: 2018 Upper

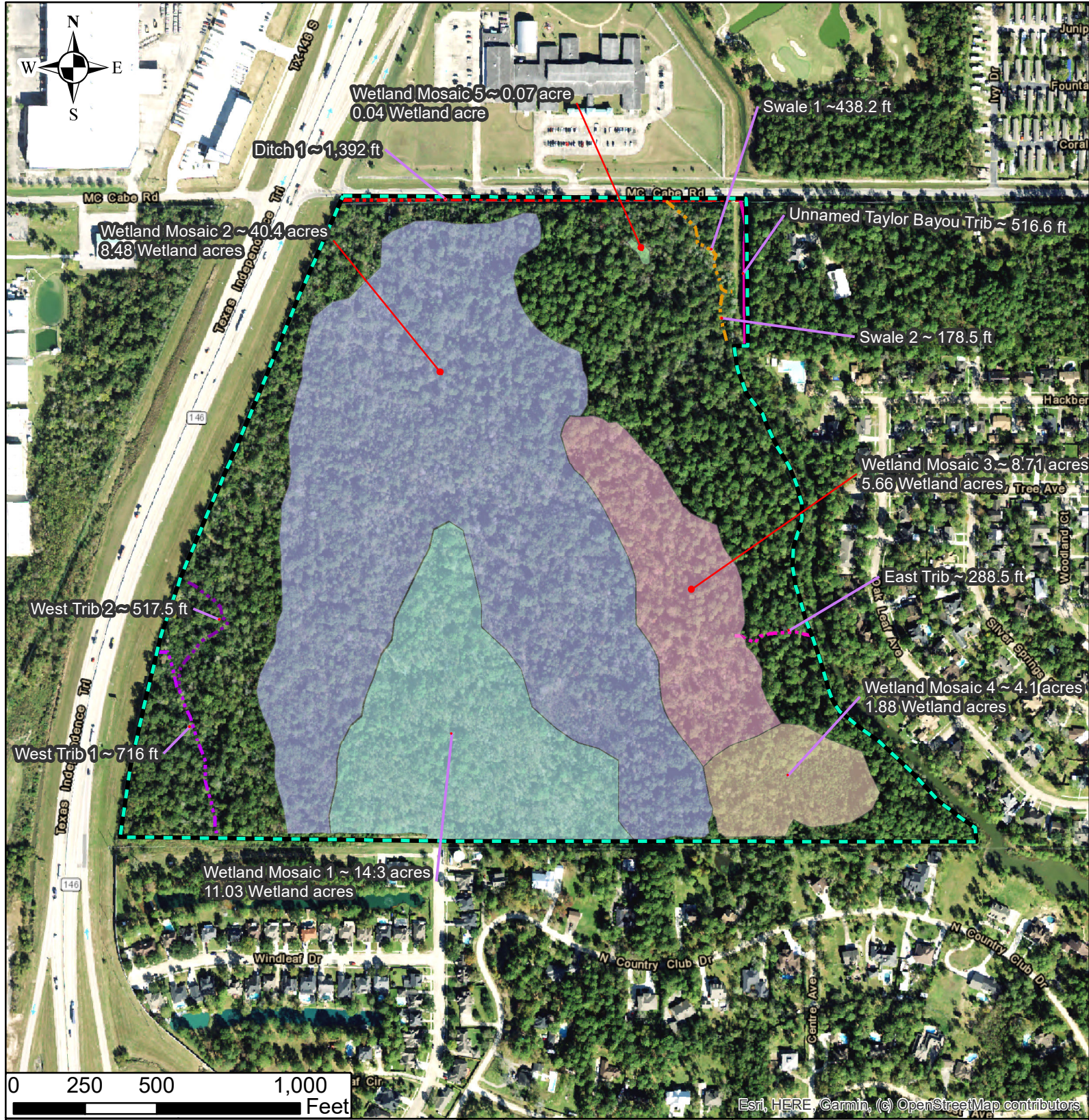


**U.S. ARMY CORPS OF ENGINEERS
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NAVIGABLE WATERS PROTECTION RULE**

Data Source (select)	Name and/or date and other relevant information
	Texas Coast 0.5-Meter Bare Earth Digital Elevation Model (DEM), North American Vertical Datum (NAVD) 1988 (meters).
FEMA/FIRM maps	Flood Insurance Rate Map (FIRM), Harris County, Texas and Incorporated Areas, Panel Numbers 48201C0945M and 48201C1085M (1/6/2017). Flood Zone(s): AE, 1% annual flood risk (100-year floodplain). Base Flood Elevation(s): 13-14 feet, NAVD88. Flood Insurance Study (FIS) 48201CV004C (5/2/2019).
Other information (specify)	N/A.

B. Typical year assessment(s): None of the subject site aquatic features are in a contiguous landscape position that would be anticipated to be inundated by overbank flooding by the nearest water of the U.S., Taylor Bayou, in a typical year. The determination regarding potential inundation due to flooding by the nearest waterway is based largely upon site specific information and NOAA tide gauge data.

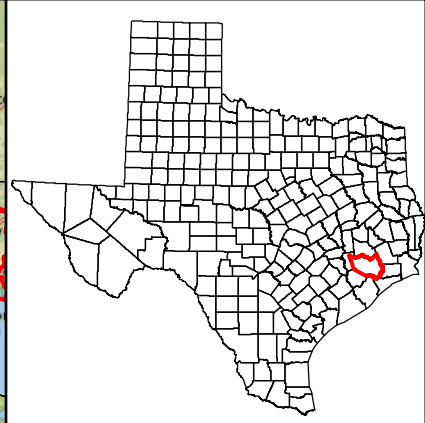
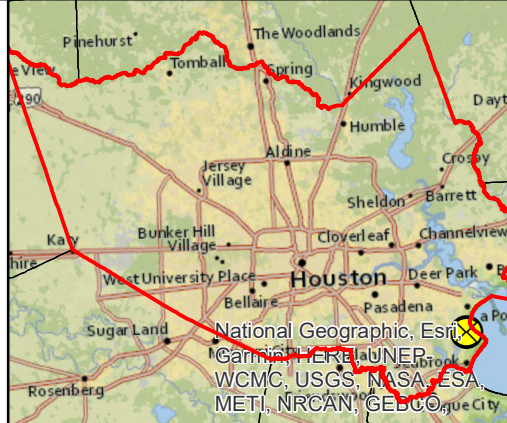
C. Additional comments to support AJD: N/A or provide additional discussion as appropriate.



SWG-2018-00811
Dutko Family Partnership, Ltd.
Approximate 107-Acre Site
Approved Jurisdictional Determination
La Porte, Harris County, Texas

Review_Area ~ 107 ac

Imagery: 2020 National Agriculture Imagery Program (NAIP),
 0.6-meter True Color
 Note: Review area reflects neither property boundaries nor
 ownership.





REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: January 10, 2022
Requested By: Lorenzo Wingate, Asst. Director
Department: Public Works
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Ordinance; Notice to Proceed.

Appropriation	
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:	<input type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

The City of La Porte City Council approved a professional services agreement at the October 19, 2021 meeting. The City of Pasadena approved a professional services agreement at their November 02, 2021 Council meeting and issued the consultant a notice to proceed, dated November 18, 2021 (ref. attachment). The kick-off meeting is scheduled for January 6, 2022. Preliminary engineering, design and bidding is expected to be completed by late third quarter 2022, with construction expected to begin in fourth quarter 2022.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

Receive report, and provide staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date

10-19-21
Agenda

AGENDA REQUEST

☒ ORDINANCE ☐ RESOLUTION

2C

NO: 2021-172

CAPTION: APPROVE AGREEMENT WITH HALFF ASSOCIATES, INC. FOR DESIGN SERVICES FOR CONVENTION CENTER INFRASTRUCTURE PROJECT (CIP # M026) FOR A TOTAL APPROPRIATION OF \$341,942.00 TO BE FUNDED BY PASADENA ECONOMIC DEVELOPMENT CORPORATION

RECOMMENDATIONS & JUSTIFICATION: APPROVE DESIGN AGREEMENT WITH HALFF ASSOCIATES, INC.

THE CITY OF LA PORTE HAS SELECTED HALFF ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE 100 ACRE-FOOT DETENTION POND PROJECT AT THE CONVENTION CENTER IN ACCORDANCE WITH ORD #'S 12-006 AND 21-052.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: ☐

COUNCIL DISTRICT(S) AFFECTED: H

REQUIRES APPROPRIATION: ☒

See attached Certification

Robin S. Green, Jr. DATE: 10/5/2021
REQUESTING PARTY (TYPED)

COUNCIL ACTION

FIRST READING:

FINAL READING:

Shirley Womack
BUDGET DEPARTMENT

Schoenbein
MOTION

Schoenbein
MOTION

PURCHASING DEPARTMENT

Ybarra
SECOND

Bass
SECOND

APPROVED:

[Signature]
CITY ATTORNEY

10-19-21
DATE

11-02-21
DATE

[Signature]
MAYOR

DEFERRED: _____

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 10/5/2021

AMOUNT: \$341,942.00

DEPARTMENT NO: 14100

ACCOUNT NO. EDCM026-7998

TASK NO.

CIP NO. M026

PROJECT DESCRIPTION: Design agreement for the Convention Center Infrastructure project
with Halff Associates, Inc.

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Julie St. Jean
City Controller

CITY OF PASADENA
AMENDMENT TO CIP

DATE: October 5, 2021

DEPARTMENT NO: 14100

CIP NO.: M026

Amendment to 2021-2025 CIP (Ord # 2021-065) as follows:

	<u>Adopted Book</u>	<u>Proposed Change</u>
<input type="checkbox"/> New Project		
<input checked="" type="checkbox"/> Addition to Current Project		<u>Add Design Funds</u>
<input type="checkbox"/> Changes in Funding Source		
<input type="checkbox"/> Changes in Funding Year		
<input type="checkbox"/> Over Budget		

Justification/Description: The City of Pasadena has undertaken preliminary studies for the evaluation of the convention center site in order to meet obligations with the City of La Porte. Ordinance 2021-052 allowed La Porte to select the design engineer for the project and set up a new timeline to complete the detention facility construction obligation. This new agreement will complete design and allow Pasadena to move forward with the bidding and construction phases for the project.


Sherry Womack
Budget & Financial Planning Director

ORDINANCE NO. 2021- 172

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and HALFF, Inc. for design services for Convention Center Infrastructure project (CIP #M026) for a total appropriation of \$341,942.00 to be funded by Pasadena Economic Development Corporation.

WHEREAS, HALFF, Inc. will perform professional services requiring special knowledge and a high order of learning and skill; and

WHEREAS, HALFF, Inc. has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of HALFF, Inc. is in accordance with Section 2254 of the Texas Government Code; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated

Exhibit "A", by and between the City of Pasadena, Texas and HALFF,
KProfServ.#M026-DesignServ-HALFF21

Inc. for design services for Convention Center Infrastructure project (CIP #M026), is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City hereunder has heretofore been duly certified for availability of payment out of Account No. EDCM026-7998 in the amount of Three Hundred Forty-one Thousand Nine Hundred Forty-two and No/100 (\$341,942.00) Dollars for such contract; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 85th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

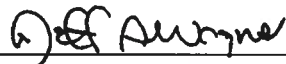
SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law,

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


(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
19th day of October, A.D., 2021.

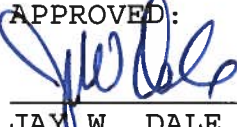
APPROVED this the 19th day of October, A.D., 2021.



JEFF WAGNER, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:



LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:



JAY W. DALE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the 2nd day of November, A. D., 2021.


APPROVED this the 2nd day of November, A.D., 2021.



JEFF WAGNER, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:


LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:


JAY W. DALE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

AGREEMENT FOR PROFESSIONAL SERVICES

THE STATE OF TEXAS ☐

COUNTY OF HARRIS ☐

THIS AGREEMENT made, entered into and executed by and between the City of Pasadena, Texas, a Home Rule Municipal Corporation situated in Harris County, Texas and under the laws of the State of Texas, hereinafter called "OWNER" and Halff Associates, Inc., hereinafter called "CONSULTANT".

WITNESSETH, that OWNER intends to plan, develop and make certain improvements generally described as:

**CIP Identification No. M026
Convention Center Infrastructure
In the City of Pasadena, Texas**

WITNESSETH, that this Agreement deals with providing professional services related to assisting the OWNER in providing engineering services for the 100 Acre-Foot Interlocal Detention Pond.

WHEREAS, the OWNER desires that the CONSULTANT perform certain professional services in connection with the Project(s); and

WHEREAS, the CONSULTANT represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the OWNER and the CONSULTANT, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The CONSULTANT agrees to perform professional services in connection with the Project(s) as stated in the sections to follow, and for having rendered such services; the OWNER agrees to pay to the CONSULTANT compensation as stated in the sections to follow.

SECTION II

CHARACTER AND EXTENT OF SERVICES

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall provide the following services included in Attachment A:

SECTION III

TIME FOR PERFORMANCE

The CONSULTANT shall complete the services called for in Section II of this Agreement in 557 Calendar Days from the date of authorization to proceed. Details are as follows:

60% Design	195 calendar days following Notice to Proceed from Owner.
90% Design with Draft Specifications and Bid Documents	60 calendar days following notification from Owner accepting 60% Design.
100% Design with Final Specifications and Bid Documents and Bid Phase	60 calendar days following notification from Owner accepting 90% Design.
Construction Phase Services	For a period of construction time stated in the Construction Documents.

SECTION IV

THE CONSULTANT'S COMPENSATION

It is expressly understood and agreed that the "CONSULTANT" shall proceed to furnish the basic engineering services required herein immediately upon execution of this agreement by all parties. Additional services will not proceed without the expressed written authorization by the OWNER or its representative.

For basic engineering services rendered by the "CONSULTANT" for the services defined in Section II – Character and Extent of Services, OWNER shall pay the amounts for the Basic Services and Additional Services components listed as follows:

Task	Amount
Basic Services	
Study Phase Services	\$78,096.00
Design Phase Services	\$195,597.00
Construction Phase Services	\$11,034.00
Total Basic Services	\$284,727.00
Additional Services	
CWA Nationwide Permit	\$10,440.00
Cultural Resources Constraints Analysis	\$15,360.00
Phase II ESA	\$23,640.00
Subsurface Utility Engineering	\$4,820.00
Construction Staking Services	\$2,955.00
Total Additional Services	\$57,215.00
Total Basic & Additional Services	\$341,942.00

The total of these services will not exceed a reimbursable amount of \$341,942.00 for Basic Services and Additional Services, without the prior written approval of the City.

The Director of Public Works may authorize the transfer of funds between Basic Services and Additional Services, and/or transfer of funds between the categories of Additional Services when necessary to continue service, provided the total funds authorized do not exceed the total Contract amount of \$341,942.00.

SECTION V

ADDITIONAL SERVICES AND CHARGES

The CONSULTANT, upon prior written authorization from the OWNER, shall furnish additional services, and the OWNER shall compensate the CONSULTANT the services rendered. Under this agreement, additional services include:

- CWA Nationwide Permit
- Cultural Resources Constraints Analysis
- Phase II ESA
- Subsurface Utility Engineering
- Construction Staking Services

It is expressly understood and agreed that CONSULTANT shall not furnish any additional services without the prior written authorization of the OWNER. The OWNER shall have no obligation to pay for such additional services that have been performed without prior written authorization of the OWNER as hereinabove provided.

The Director of Public Works may authorize the transfer of funds between basic services and additional services, and/or the transfer of funds between the categories of additional services when necessary to continue service, provided the total funds authorized do not exceed the total amount appropriated by City Council.

SECTION VI

TIME OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the CONSULTANT, shall submit to the Director of Public Works a statement sworn to by the CONSULTANT, in a form acceptable to the Director of Public Works, setting forth the services provided for by this Agreement which were completed during such calendar month and the compensation which is due for the same which have not been previously billed or paid. The CONSULTANT shall retain its records available for inspection during regular business hours by officials of the OWNER. The Director of Public Works may review the said statements, and approve them with such modifications as may be deemed appropriate, within 30 days of receipt. The OWNER shall pay each such statement as approved by the Director of Public Works within thirty (30) days after the Director of Public Works approval of the same.

SECTION VII

TERMINATION

The OWNER may terminate this Agreement at any time by notice in writing to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Upon agreement by the OWNER and CONSULTANT of the detailed statement of services performed under this agreement to date of termination, the OWNER will then pay the CONSULTANT that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account or the charges as have been previously made. Copies of all completed or partially completed designs, drawings and specifications prepared under this Agreement shall be delivered to the OWNER when and if this Agreement is terminated.

SECTION VIII

ADDRESS OF NOTICE AND COMMUNICATION

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to CONSULTANT at the following address:

Halff Associates, Inc.
Attn: Long Nguyen, PE, ENV SP
100 I-45 North, Suite 260
Conroe, TX 77301-27

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the OWNER at the following address:

City of Pasadena
1149 Ellsworth Drive
Pasadena, Texas 77506
Attention: Director of Public Works

SECTION IX

SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet or transfer its or his interest in

this Agreement without the prior written consent of the other. Nothing herein shall be construed, as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION X

COMPLIANCE AND STANDARDS

The CONSULTANT agrees to perform the work hereunder with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and in accordance with normal and customary standards applicable thereto, and shall use that degree of care and skill commensurate with the consulting profession to comply with applicable state, federal and local laws, ordinances and regulations relating to the work to be performed hereunder and CONSULTANT's performance.

SECTION XI

OWNERSHIP OF DOCUMENTS, COPYRIGHT

All drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall remain the property of the CONSULTANT. Upon CONSULTANT's completion of services under this Agreement and receipt of payment, in full, for said services, CONSULTANT agrees to grant to OWNER a non-exclusive, perpetual, irrevocable, royalty free license to use, reproduce, make derivative works, and modify the Drawings and Specifications, whether they are completed or not, for completion of the Project by others. Copies of all complete or partially completed mylar reproducibles, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to OWNER when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The CONSULTANT may retain one (1) set of reproducible copies and the same data in electronic file and format and such copies shall be for the CONSULTANT's sole use in preparation of studies or reports for OWNER only. The CONSULTANT is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the OWNER. Reuse by the OWNER without specific written adaptation by CONSULTANT shall be without liability to the CONSULTANT.

SECTION XII

INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST CLAIMS AND LIABILITY, EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES IN PROPORTION OF CONSULTANT'S LIABILITY, ARISING FROM THE CONSULTANT AND ITS EMPLOYEES, PERFORMANCE OF SERVICES UNDER THIS CONTRACT TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT.

SECTION XIII

MODIFICATIONS

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

SECTION XIV

FORCE MAJEURE

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure", as used herein, shall include, but not be limited to acts of God, acts of public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other inability's of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

SECTION XV

ENTIRE AGREEMENT

Pursuant to the requirements of House Bill 1295, 85th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

This instrument consists of pages 1 to 14 inclusive and constitutes the entire Agreement between the OWNER and CONSULTANT and supersedes all prior written or oral understandings.

IN TESTIMONY OF WHICH, this instrument has been executed by the CONSULTANT on this the 9th day of November, 2021, and has been executed on behalf of the OWNER by its Mayor and attested by its City Secretary under its City seal, this 17th day of November, 2021, and countersigned by the City Controller, in two (2) copies, each of which shall be an original, all of equal force and effect.

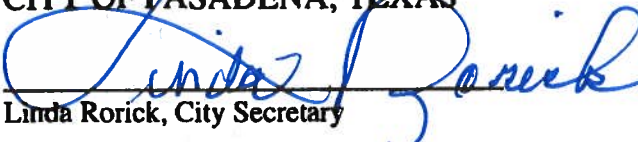
CONSULTANT
HALFF ASSOCIATES, INC.

Attest/Seal


By: _____

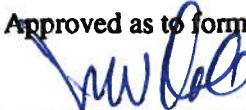
By: _____, Secretary

OWNER
CITY OF PASADENA, TEXAS


Linda Rorick, City Secretary


Jeff A. Wagner, Mayor

Approved as to form


Jay Dale, City Attorney


Julie St. Jean, City Controller

Attachment “A”

The purpose of this proposal is to complete a study phase, develop final design plans, and provide construction phase services for the 100 Acre-Foot Interlocal Detention Pond project.

SCOPE OF SERVICES

Study Phase Services:

Task 1: Impact Analysis Report

CONSULTANT will conduct an impact analysis and submit a report to the HCFCD for formal approval. Tasks will include:

- a) Project Management – Conduct regular progress meetings and conference calls with City staff. Conduct a pre-submittal meeting with HCFCD to present the project. Conduct up to two (2) presentations to City Council.
- b) Data Collection – Review previous HCFCD model and documentation for Armand Bayou Watershed Protection Plan (ABWPP). Conduct one site visit to understand existing site conditions. Should multiple site visits be necessary, the OWNER will not be charged an additional fee.
- c) Existing Conditions Update – Update the existing conditions H&H model from the ABWPP in preparation for the proposed 100-acre-foot detention facility including revision of cross sections and update of land use near the proposed facility. Scope assumes that the existing conditions model will only require minor updates.
- d) Proposed Conditions Analysis – Analyze up to two (2) pond configurations of the detention facility based on design constraints and discussions with City Staff including preliminary grading of the facility. Incorporate upstream proposed projects as provided by the HCFCD as part of the ABWPP. Coordinate with HCFCD regarding the proposed improvements.
- e) Estimate Probable Construction Costs – Develop an opinion of probable construction cost using preliminary grading and known utility information for the project. A 30% contingency will be included for this phase of the project.
- f) Impact Analysis Report – Summarize the impact analysis and submit a draft and final drainage report to the OWNER for approval. Upon approval by the OWNER, submit a sealed drainage report to the HCFCD.
- g) Quality Control – Perform QA/QC on all deliverables

Task 2: Environmental Analysis

During the study phase, CONSULTANT will perform environmental services associated with delivery of the 100 Acre-Foot Interlocal Detention Pond project, including:

- a) Phase I ESA
 - o As requested by the OWNER, the CONSULTANT’s Environmental Team will conduct a Phase I Environmental Site Assessment (ESA) for each of the proposed pond locations. Phase I ESAs are relatively modest investigations of the conditions that exist at a given site at the time the observations are made. Typically, only visual observations of the condition of the site are made principally to determine if investigations that are more detailed are justified. The Phase I ESAs will be conducted in accordance with ASTM E1527-13 Standard Practices.

- b) Wetland Delineation and Jurisdictional Determination
 - o Perform on-the-ground delineation within the full Project limits at both potential locations to identify the limits of WOTUS, including wetlands, as defined in the United States Army Corps of Engineers (USACE) “Wetland Delineation Manual, Technical report Y-87-1” and the “Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0).”
 - o Employ GPS surveying techniques per USACE Galveston District operating procedures to delineate the limits of potential WOTUS and/or wetlands.
 - o Complete necessary wetland data forms and take on-site photography for representative site features.
 - o Prepare draft and final reports describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for any future permits. Geographic Information System (GIS) shapefiles of the field data collected shall be provided with the final report.
 - o Prepare either an approved jurisdictional determination (AJD) or preliminary jurisdictional determination (PJD) form for submittal to the Environmental Protection Agency (EPA)/USACE.
 - o Accompany USACE for field verification during the jurisdictional determination, if required by USACE. Make revisions to report as required.
- c) Threatened and Endangered Species Assessment
 - o CONSULTANT will conduct a threatened and endangered (T&E) species and habitat assessment at both potential project locations as defined above by performing a literature review of federal-and-state-listed threatened and endangered species for Harris County and evaluating the study area for suitable habitat for identified species. The investigation will also include a search request for the Texas Natural Diversity Database (TXNDD). TXNDD is a record of occurrences for rare plant and animal resources that is based upon the best available information to Texas Parks and Wildlife Department (TPWD). The TXNDD data does not equate to absence of a species on the site, general observations during field visits shall be utilized. The Engineer shall provide a T&E report, signed by a qualified expert, addressing:
 - Whether preferred habitat or designated critical habitat for any listed species is likely to be presented within the project area,
 - Whether any listed species is likely to occur, and
 - Whether the project will affect or has the potential to affect federally listed species,
 - Whether the project is likely to result in a “take” of a state-listed species.
- d) Cultural Resources Desktop Analysis
 - o CONSULTANT will conduct a review of THC’s Archeological Sites Atlas and Historic Sites Atlas to identify any historical structures, cemeteries, or archeological sites that have been recorded within the project’s area of potential effects (APE) for archeological resources and non-archeological historic resources. CONSULTANT will also review available historical maps, aerial imagery, soils/geology maps, and USGS topographic maps to assess the likelihood of undocumented historical structures, cemeteries, and archeological sites to occur within the APE.

All environmental reporting will be completed before any clearing of the site. The OWNER’s review and approval of the Phase I ESA will be required prior to initiation and authorization of the Phase II ESA.

Final Design Services:

Task 3: Topographic Survey

CONSULTANT has contracted Amani Engineering, Inc. to perform topographic surveying services for this project. Amani will perform topographic survey for the future pond location on a 100' cross grid. Survey will include all above ground appurtenances, trees, and utilities. Amani will coordinate with Spectra Energy to locate the 30" pipeline location and depth of cover. Amani will perform 500' cross sections along B112-00-00 between Fairmont Parkway and Red Bluff Road.

Task 4: Project Management for Final Design

Project management services include:

- a) Project progress meetings, design review meetings, and conference calls
- b) Project site visits
- c) Coordination with HCFCFCD
- d) Coordination with subconsultants
- e) Coordination and communication with private utility owners to resolve conflicts

Task 5: Civil Design Services

All design work will be completed using AutoCAD Civil 3D and will adhere to the stricter criteria of the OWNER standards found in Chapter 5 of the PICM Stormwater Design Criteria Manual and/or HCFCFCD PCPM. CONSULTANT will develop a 3D terrain model of the proposed pond and surrounding improvements for use by the contractor during construction. Plans, specifications, and estimates will be submitted in three phases: 60%, 90%, and final. The drainage design will be based upon decisions approved by the OWNER and the HCFCFCD in the study phase. Drawings that will be prepared include, but are not limited to the following:

- Title Page
- Index of Sheets
- Legends and Abbreviations
- General Notes
- Existing and Proposed Typical Sections
- HCFCFCD Express Review Sheet
- Project Layout
- Quantity Summaries
- Survey Control and Benchmark Data Sheets
- Horizontal and Vertical Control Sheets
- Drainage Area Maps
- Hydraulic Calculations
- Plan and Profiles
- Detention Pond Grading Plan
- Detention Pond Horizontal Control Plan
- Cross-Sections with Cut and Fill Calculations
- Demolition Plans

- Construction Access
- Traffic Control Plans / Construction Phasing Plan
- Traffic Control Details
- Storm Water Pollution Prevention Plans
- Standard Details

Task 6: Geotechnical Analysis

CONSULTANT has contracted Ninyo and Moore to perform geotechnical services on this project. Ninyo and Moore will drill seven (7) borings to a depth of 25 feet and collect soil samples continuously to a depth of 20 feet and at 5-foot intervals after. Laboratory testing will analyze soil samples and a geotechnical report will be prepared outlining dewatering recommendations, earthwork recommendations, slope stability analysis, and erosion and slope paving recommendations. This proposal also includes effort necessary for three (3) days of clearing and grubbing for site access to conduct the field investigation.

Task 7: Bid Phase Services

- a) Attendance at the pre-bid meeting and compilation of notes for distribution.
- b) Preparation of pre-bid responses and responding to questions.
- c) Attendance at the bid review meeting and providing input on the selection process.
- d) Preparation of bid recommendation letter and bid tabulation summary.

Construction Phase Services

Task 8: Construction Phase Services

- a) Responding to submittals as requested by the OWNER
- b) Responding to RFI as requested by the OWNER
- c) Design changes/plan revisions as requested by the OWNER
- d) Preparation of record drawings

Additional Services:

The following services have been scoped to be authorized on an as-needed basis line item by line item.

Task 9A: Section 404 Permitting

If the selected project location is determined to contain WOTUS, authorization under Section 404 of the Clean Water Act (Section 404) for regulated activities (i.e. placement of fill) below the Ordinary High-Water Mark (OHWM) would be required prior to beginning construction. CONSULTANT's Environmental Team will work with engineering and USACE to secure the appropriate permit to allow construction of the proposed detention pond. This task will include preparation of all permit components as outlined in ENG Form 4345, as follows:

- Name, address, and telephone numbers of the prospective permittee;
- Location of the proposed project;
- A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the activity, in acres, linear feet, or other appropriate unit of measure;
- Project schedule;
- Names and addresses of adjoining property owners;
- List of authorizations required by other federal, interstate, state, or local agencies for the work, including approvals or denials already received;
- Delineation of waters of the United States (see task description);
- Section 404(b)(1) alternatives analysis with discussion of avoidance and minimization measures;
- Compensatory mitigation plan – It is anticipated that the proposed project will involve appropriate avoidance and minimization of adverse impacts to aquatic resources. In the event construction of the detention pond would result in permanent adverse impacts to aquatic function and values the applicant would be required to supply compensatory mitigation. The USACE preferred method (by rule) is purchase of mitigation bank credits. However, in the absence of appropriate bank credits, the Applicant may evaluate on-site/in-kind mitigation alternatives to achieve appropriate mitigation. Mitigation requirements will be informed by the functional value of the wetlands as determined during the delineation, post-project conditional estimates, and pre-application discussions with the USACE to ensure the that proposed project meets compensatory mitigation requirements and the purpose and need of the project (conveyance improvements and flood risk reduction);
- Threatened and endangered species assessment (see task description); and
- Cultural resources assessment (see task description).

Task 9B: Cultural Resources Survey and Reporting

Because the project is being developed by The OWNER, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires the Texas Historical Commission (THC) to review actions that have the potential to impact archeological historic properties within the public domain. In order to enable the OWNER to meet Antiquities Code of Texas requirements, CONSULTANT will conduct an intensive archeological survey within the project corridor. The work will include the following tasks:

- Antiquities Permit
 - Background research will be performed to determine whether any archeological historic properties listed on or eligible for the National Register of Historic Places (NRHP) or designation as a State Antiquities Landmark (SAL) are documented within or adjacent to the project area and if any previous archeological surveys have been performed in the area. Background research will also include a review of local soil, geologic and land use data to evaluate the potential for buried and undisturbed archeological historic properties in the project area. An Antiquities Permit application will be prepared and submitted to the THC for review along with a Research Design that summarizes the background research and description of the field survey methods.
- Field Survey
 - Upon receipt of the Antiquities Permit number assigned to the project by the THC, an intensive archeological survey will be conducted within the proposed project area. The field survey will conform to the THC-approved Archeological Survey Standards for Texas and conducted in portions of the project area that have not been previously surveyed. Shovel tests will be hand-excavated on a judgmental basis and conducted where the project area exhibits potential to contain undisturbed archeological deposits.
- Reporting
 - CONSULTANT will prepare and submit a draft report that conforms to the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation. The survey report will summarize the findings of the archeological survey and provide recommendations regarding any additional archeological work, if needed, with appropriate justifications. Following a period of OWNER review and comment, the draft report will be submitted to THC for review. After addressing any agency comments, CONSULTANT will submit a final report to the OWNER and THC.
- Curation
 - Pursuant to 13 TAC 26.17, and after acceptance of the final report by the THC, all field records, photographs, and collected artifacts will be prepared for permanent curation at the Center for Archaeological Studies located at Texas State University in San Marcos, Texas.

Task 9C: Phase II Environmental Site Assessment

CONSULTANT will conduct Limited Phase II Site Investigation activities for the above referenced property. The purpose of the assessment is to determine the presence or absence of volatile organic compounds (VOCs) which includes the benzene, toluene, ethylbenzene, and xylene (BTEX) compounds, total petroleum hydrocarbon (TPH), and/or polynuclear aromatic hydrocarbons (PAHs) impacted soil and/or groundwater at the Site which may have resulted from unknown and/or undocumented releases. The proposed investigation will include the installation of three soil

borings, conversion of the soil borings into temporary groundwater screening points, and the collection and laboratory analysis of soil and groundwater samples.

Task 10: Subsurface Utility Engineering

Depending on the final location of the detention pond, the pond outfall may cross above or below the existing 30" Spectra natural gas pipeline. In order to avoid a utility conflict, one (1) quality-level A pothole is scoped to identify the depth of the pipeline.

Task 11: Construction Staking

Construction staking services will be performed by Amani Engineering. Amani will recover and reset survey controls delineated in the design phase. This effort does not include staking out the pond boundary. CONSULTANT will provide design CADD files to the contractor for reference.

Services Not Included:

- Tier II Water Quality Certification
- NEPA Documentation
- Construction staking of pond limits including top of bank and toe

List of Assumptions:

1. All consultant fees shown on are considered to be time and materials, unless otherwise noted.
2. The OWNER will provide any procedures, policies, data collection systems, engineering guidelines, standards, and design criteria that will be required for this project.
3. The OWNER will retain ownership of any deliverables and electronic files created for this project but will not be supplied with software applications or licenses as part of this project.
4. The scope of services does not include any preparation or attendance at any public meetings pertaining to the project design or construction.
5. The OWNER will prepare the project manual and front end documents for this project. CONSULTANT will prepare the bid form, specifications, general provisions, and special specifications.



November 18, 2021

HALFF Associates, Inc.
100 I-45 North, Suite 260
Conroe, TX 77301-27

Attn: Long Nguyen, P.E., ENV SP

Re: Notice to Proceed
Convention Center Infrastructure Project
CIP No. M026

Dear Mr. Nguyen,

This correspondence is provided as Notice to Proceed for the Professional Engineering Services Agreement on the above referenced project. The City of Pasadena Council provided funding approval through City Ordinance No. 2021-172 on November 2, 2021.

All correspondence for the Convention Center Infrastructure project shall bear the appropriate CIP number listed above.

I would like to thank you in advance for your assistance to expedite the commencement of our agreement. We are looking forward to working with you on this project. Should you require additional information, please feel free to contact Mark Gardemal, P.E., Deputy Director, at 713-475-5573.

Sincerely,

Robin S. Green, Jr., PE
Director of Public Works



REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: January 10, 2022
Requested By: Lorenzo Wingate, Asst. Director
Department: Public Works
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: F216 ILA Packet

Appropriation	
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:	<input type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

Receive report regarding Harris County Flood Control District's (HCFCD) and Harris County Precinct 2's current and future plans related to flooding in the City of La Porte.

- City of La Porte Staff has negotiated an Interlocal Agreement (ILA) with Harris County for \$329,125 in funding for the F216 Phase 3 project. Staff is recommending the Drainage Committee to provide City Council with a recommendation to approve the ILA.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

Receive report, and provide Staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 10, 2022</u>	Appropriation
Requested By: <u>Ray Mayo, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Public Works</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Area Map; Opinion of Cost; Inter-local Agreement; GLO Award Notice

SUMMARY & RECOMMENDATION

The Brookglen Subdivision is comprised of approximately 464 residential structures. Dating back to June 1981, during each significant rain event, there have been more than 100 flood-related FEMA insurance claims within the subdivision. According to the 2009 Citywide Drainage Study, local storm water collection system has a three-year level of service, which contributes to local flood risks within the project area. The 2009 study also recommended several drainage improvement projects, intended to reduce flood risks within the Brookglen Subdivision.

The Brookglen Subdivision Drainage Improvements Project is the highest prioritized drainage project, as ranked by the Drainage Committee at the August 13, 2018 Drainage Committee Meeting. After much coordination between City Staff and Harris County Staff, a combination of projects have been identified to mitigate flooding within the subdivision. Utilizing land acquired through flood-related buyouts, Harris County Flood Control District (HCFCD) intends to construct detention basins within the subdivision. Taking advantage of the additional storage capacity provided by the detention ponds, the City of La Porte plans to increase the capacity of the local storm sewer system, by increasing storm sewer pipe sizes throughout the southern half of the subdivision. Ancillary infrastructure improvements to be constructed as part of this project includes: replacing existing asbestos-concrete water lines with new PVC water line; and the replacement of approximately 46,700 square yards of 6" concrete paving throughout the project area. As separate projects, two additional detention ponds, south of Fairmont Parkway, are also planned to be constructed to complement the aforementioned projects.

The City of La Porte has submitted a Partnership Project Application for the Brookglen Subdivision Drainage Improvements Project to Harris County for funding consideration. The estimated total project cost is \$11,940,009.88, including engineering, material testing, and construction. Funding sources for this project include the City of La Porte, Harris County, and the Texas General Land Office, with each expecting to contribute

\$5,041,217.53; \$2,900,023.28; \$3,998,769.06, respectively (ref. Exhibit B). An inter-local agreement has been negotiated, with Harris County, for Harris County's contribution of \$3,998,769.06 for drainage related components associated with the Brookglen Subdivision Drainage Improvement Project.

Benefits:

- Project reduces flood risks within the Brookglen Subdivision.
- Makes progress towards the implementation/construction of several projects identified to reduce flooding within the Brookglen Subdivision.
- Project addresses recommended drainage improvement identified in 2008 City-Wide Drainage Report; 2019 HCFCD Investigation of an Alternative to Reduce Brookglen Area Flooding – Phase 3 Report.
- Project identified in Hazard Mitigation Action Plan.
- Funding from Harris County allows project to be fully funded sooner.

Liabilities:

- City would fully fund this scope of work.
- Flood risks are prolonged until project is fully funded.

The Drainage Committee is expected to discuss this item at the January 10, 2022 meeting and provide a recommendation to City Council at the time of the January 10, 2022 City Council meeting. Staff recommends entering into an Interlocal Agreement with Harris County to receive funds for Brookglen Subdivision Drainage Improvement Project.

ACTION REQUIRED BY CITY COUNCIL

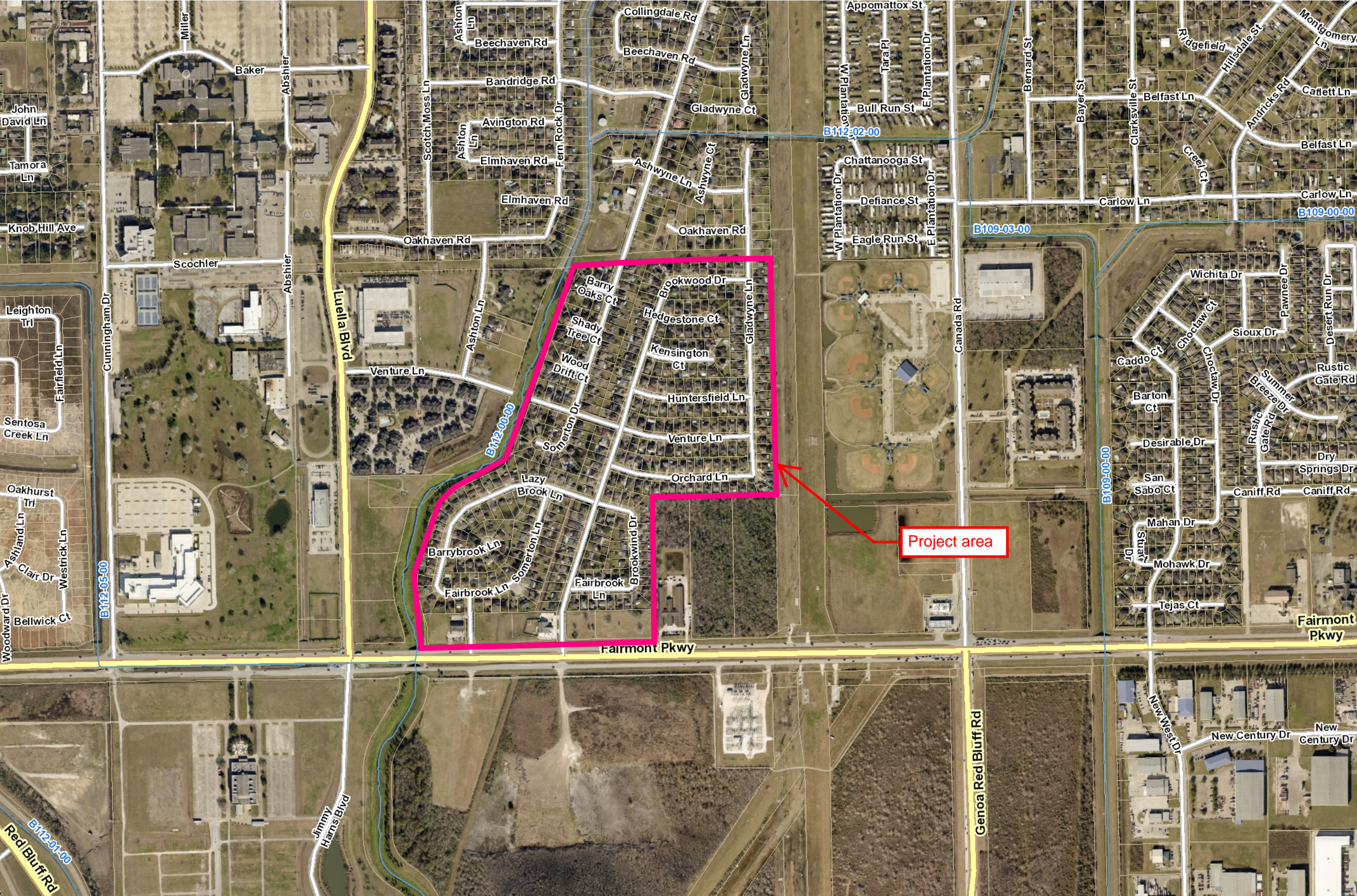
Authorize the City Manager to enter into an Interlocal Agreement with Harris County to receive funds for the Brookglen Subdivision Drainage Improvement Project.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

EXHIBIT A
BROOKGLEN SUBDIVISION DRAINAGE IMPROVEMENTS



Legend

Channel System

- OPEN
- STORM SEWER
- HISTORICAL

Highways - Regional

- Freeway
- Major

SH99 GRAND PARKWAY

STAR*Map® Basemap Labels

STAR*Map® Basemap

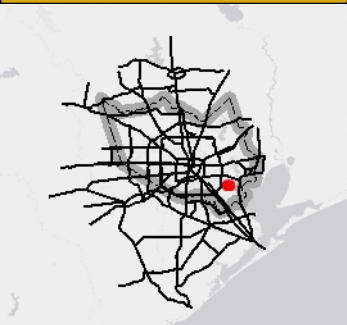
- FREEWAY
- FRONTAGE
- TOLLWAY
- HOV
- RAMP
- MAJOR
- LOCAL
- PRIVATE
- PROPOSED

Parcels - Harris County

Harris County Boundary

Other County Boundaries

County Vicinity Map



Notes

The roadway data used in this map are derived from the STAR*Map®. STAR*Map is a registered trademark of the Houston-Galveston Area Council and the Geographic Data Committee.

Key Map® and the Key Map Unique Grid® are registered trademarks of Key Maps, Inc. and are protected by Federal Trademark law. Any use of the Key Map Unique Grid must have the written authorization of Key Maps, Inc.

1: 9,028 ft

8/3/2021

EXHIBIT B

Brookglen Subdivision Drainage Improvements

Estimated Project Costs	
Construction	\$10,600,009.88
Engineering (Design, Bid and Construction)	\$810,000.00
Additional Services (material testing, administration, etc)	\$530,000.00
Project Total	\$11,940,009.88
City of La Porte Share (42%)	\$5,041,217.54
GLO Share (33%)	\$3,998,769.06
Harris County Share (24%)	\$2,900,023.28

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into pursuant to Texas Government Code Ann. 791.001, et seq. (the Interlocal Cooperation Act), by and between **City of La Porte, Texas**, a body corporate and politic under the laws of the State of Texas, located within Harris County, and hereinafter referred to as the "City," and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," or each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the City desires to design and construct a project for the demolition, reconstruction and improvement of the Brookglen Storm Sewer System on its property, hereinafter referred to as the "Project" as shown in the document attached hereto as Exhibit A; and

WHEREAS, the District's mission is to provide flood damage reduction projects that work, with appropriate regard for community and natural values, and desires to contribute to the Project to reduce the flood risk to City residents; and

WHEREAS, the Texas General Land Office ("GLO") is willing to fund a portion of the cost of the Project through a Community Development Block Grant; and

WHEREAS, the City has estimated the total cost of the Project to be \$11,940,009.88, as shown in the document attached hereto as Exhibit B, and the GLO is willing to contribute a maximum of \$3,998,769.06 and the City is willing to contribute a maximum of \$5,041,217.54 ("City Contribution") toward the cost of the Project; and

WHEREAS, the District desires to contribute a maximum of \$2,900,023.28 ("District Contribution") toward the shared cost of the drainage components of the Project; and

WHEREAS, it is to the mutual benefit of the City and the District to enter into this Agreement for the use and benefit of the public.

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

I.

Within forty-five (45) days of the execution of this Agreement by both parties, the District shall pay the City (\$2,900,023.28) as the District Contribution toward the cost of the Project. The City and the Texas General Land Office will pay the remaining cost of the Project. If the City does not receive the GLO funds or receives only a portion of them, the City and the District may decide to make up for the lost funds. The City and the District, upon approval of their respective governing bodies, will each pay half of any lost GLO funding; however, the District will not pay for any non-drainage components of the Project costs that were to be covered by GLO funding.

II.

The City will award the construction contract for the Project in accordance with competitive bidding laws applicable to the City. The City's determination of the lowest responsible bidder for the Project shall be final. If the City encounters environmental contamination or other issues that make it impossible to continue the Project during construction, it shall immediately halt all work until the Parties have discussed the issues presented and reached an agreement on how or whether to proceed. Under no circumstances shall the District be responsible for any remediation costs or any costs associated with environmental contamination at the Project site. If this Agreement is terminated by the City because of environmental contamination discovered at the Project Site, the City will be responsible for all costs of the Project, including reimbursement to the District for Project costs already paid out of the District Contribution, to the point of termination.

III.

The City will strive to engage with prime contractors and subcontractors representative of the diverse businesses of Harris County. The City will use its best efforts to afford historically underutilized minority- and woman-owned businesses (M/WBEs) a fair and equal opportunity to participate in the City's procurement process, as allowed by law. Nothing in this paragraph is intended to conflict with any federal M/WBE requirements.

IV.

Upon execution of this Agreement, the City shall prepare or cause to be prepared drawings and specifications for the Project to be constructed and perform other engineering services in connection therewith. The City shall submit the drawings and specifications to the District for review and approval. The District shall promptly review and approve the drawings and specifications, which approval shall not be unreasonably withheld. The City may make changes and amendments to the drawings and specifications within the design intent of the Project as the City deems necessary or desirable during construction and shall notify District of all such changes and amendments within two (2) calendar days after making such a change or amendment. In the event the changes or amendments result in a change in cost of the Project, the City shall obtain District approval prior to proceeding with the change. The District shall review changes or amendments and shall provide a documented decision within two (2) calendar days. Should the District fail to provide its documented decision within two days, this shall be interpreted as no objection from the District regarding the change(s) or amendment(s). In the event the changes or amendments result in a change in cost of the Project, the City shall obtain District approval prior to proceeding with the change. The District, upon approval by Harris County Commissioners Court, will pay half of any drainage-related costs that exceed the amount of the District Contribution. The City, upon approval of the City Council of the City of LaPorte, will pay the other half of the drainage-related costs and the total cost of any non-drainage element overages.

V.

The District shall have access at all reasonable times to the Project construction site and to all relevant drawings, specifications, contract documents, and records to verify that the Project is constructed in compliance with this Agreement. The District and Precinct 2 will receive monthly updates and invites to all progress meetings.

VI.

The City has been advised by the District and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District

shall have available the total maximum sum of Two Million Nine Hundred Thousand Twenty-Three and 28/100 Dollars (\$2,900,023.28) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that any cost increases in the Project to be paid by the District must first be approved by Harris County Commissioners Court and certified as available by the County Auditor.

VII.

The City or the District may terminate this Agreement, without cause, upon thirty (30) days' written notice to the other Party until such time as the City awards the construction contract for the Project, in which case any unspent portion of the District Contribution shall be returned to the District in a timely manner. Once the Project has started construction, if the City terminates this Agreement for any reason other than as stated in Paragraph II herein, the City will refund to the District any unspent portion of the District Contribution.

VIII.

Upon completion of the construction of the Project, the City shall provide the District with record drawings of the Project. The City will maintain the Project once it is complete.

IX.

Within thirty (30) days of completion of the construction of the Project, the City shall provide the District with record drawings of the Project. The City will conduct an accounting of all monies expended and distinguish which monies were spent on drainage and non-drainage components of the Project following the completion of the Project. The City will refund to the District its portion of any amount not spent as stated in this Agreement or any amendment to this Agreement. The City will maintain the Project to the extent and in the same manner as other like facilities within the City once it is complete.

The District Contribution will go toward the drainage component(s) of the Project as defined as: site preparation, storm sewer improvements, pavement and sidewalk reconstruction, utility adjustments associated with storm sewer improvements, engineering and additional services related to the listed components. If the City spent any of the District Contribution on non-drainage components of the Project, the City will timely refund the portion of the District Contribution that it spent on non-drainage components.

X.

The City will cause to be inserted in the construction contract for the Project an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and City and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the Project or any associated improvements, or on account of any act of omission by the contractor. The City will require its contractors to name the District and the City as additional insureds.

XI.

The Parties will endeavor to give each other at least seventy-two (72)-hours-notice of release of information regarding the Project to the news media, private citizens or community organizations; however, this article shall have no application to any release of information based upon approval of this Agreement or any amendment thereto by the governing bodies of the Parties.

XII.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

All notices and communications under this Agreement shall be submitted electronically to citysecretary@laportetx.gov, or mailed by certified mail, return receipt requested, or delivered to the City at the following addresses:

City of La Porte
604 W Fairmont Parkway,
La Porte, Texas 77571
Attention: City Manager

XIII.

No Party hereto shall make, in whole or in part, any assignment of the Agreement or any obligation hereunder without the prior written consent of the other Party.

XIV.

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the Parties hereto.

XV.

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.


EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By:

DocuSigned by:

D9FE318CE1BA4BE...
LAURA FIORENTINO CAHILL
Senior Assistant County Attorney

By:

LINA HIDALGO,
County Judge

ATTEST:

CITY OF LA PORTE, TEXAS

By: _____
Name: _____
Title: _____

By: ~~Corby D. Alexander~~ _____
Name: _____
Title: Asst. Public works Director

EXHIBIT A

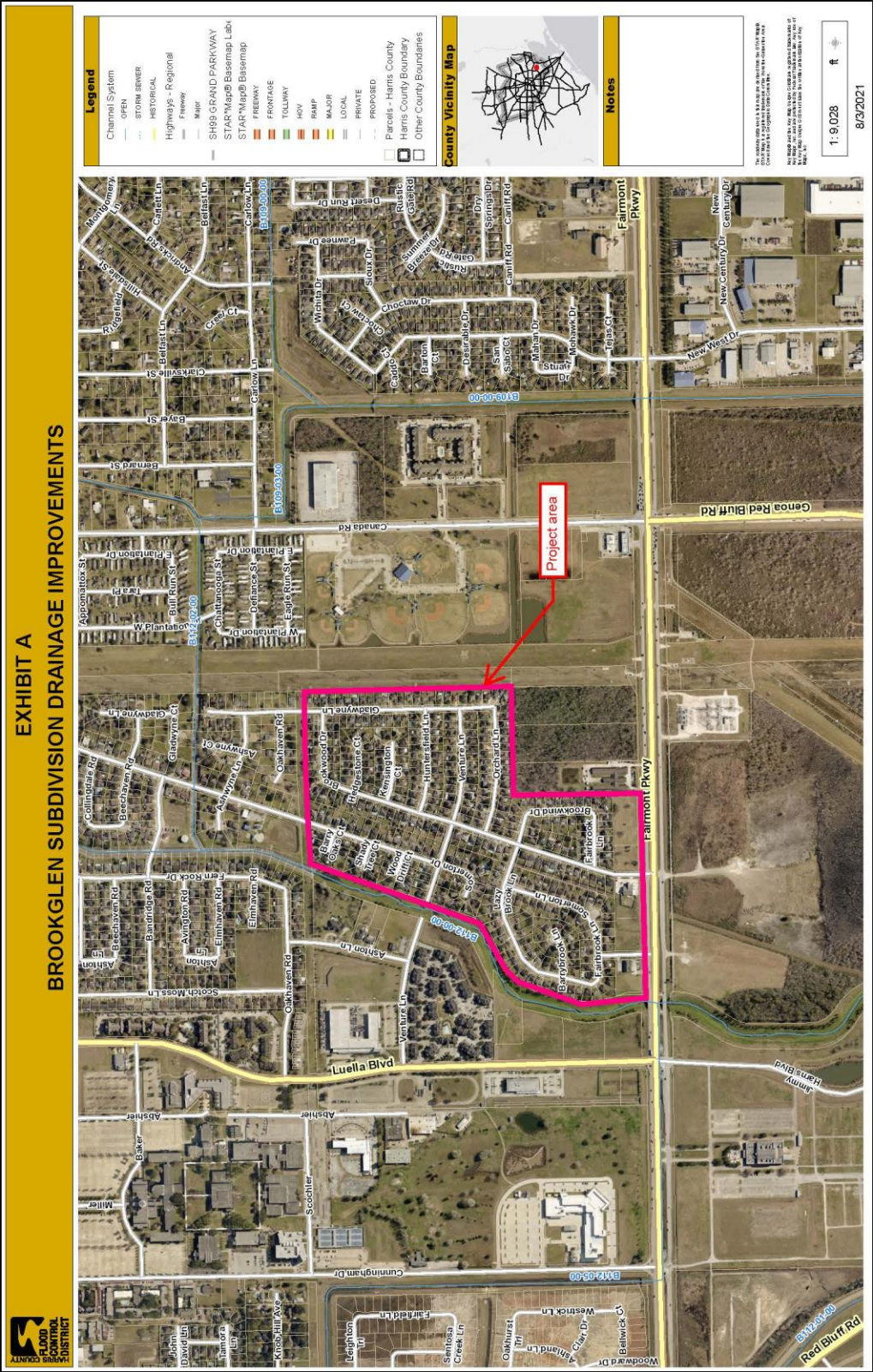


EXHIBIT B**Brookglen Subdivision Drainage Improvements**

Estimated Project Costs	
Construction	\$10,600,009.88
Engineering (Design, Bid and Construction)	\$810,000.00
Additional Services (material testing, administration, etc)	\$530,000.00
Project Total	\$11,940,009.88
City of La Porte Share (42%)	\$5,041,217.54
GLO Share (34%)	\$3,998,769.06
Harris County Share (24%)	\$2,900,023.28

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____ constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 BETWEEN CITY OF LA PORTE, TEXAS AND
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, the City desires to design and construct a project for the demolition, reconstruction and improvement of the Brookglenn Storm Sewer System on its property, hereinafter referred to as the "Project" as shown in the document attached hereto as Exhibit A; and

WHEREAS, the District's mission is to provide flood damage reduction projects that work, with appropriate regard for community and natural values, and desires to contribute to the Project to reduce the flood risk to City residents; and

WHEREAS, the Texas General Land Office ("GLO") is willing to fund a portion of the cost of the Project through a Community Development Block Grant; and

WHEREAS, the City has estimated the total cost of the Project to be \$11,940,009.88, as shown in the document attached hereto as Exhibit B, and the GLO is willing to contribute a

maximum of \$3,998,769.06 and the City is willing to contribute a maximum of \$5,041,217.54 ("City Contribution") toward the cost of the Project; and

WHEREAS, the District desires to contribute a maximum of \$2,900,023.28 ("District Contribution") toward the shared cost of the drainage components of the Project; and

WHEREAS, it is to the mutual benefit of the City and the District to enter into this Agreement for the use and benefit of the public.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and through the Harris County Flood Control District and the City of La Porte, Texas, for a fee to be paid by the District of \$2,900,023.28, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Certificate Of Completion

Envelope Id: D450BBB2B4B74171917E6FB4ED202ABB

Status: Sent

Subject: Please DocuSign: eng La Porte B112-G001 2022-102.docx

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Keena Tarrant

AutoNav: Enabled

9900 Northwest Freeway

Enveloped Stamping: Enabled

Houston, TX 77092

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

keena.tarrant@hcfcd.hctx.net

IP Address: 74.124.47.10

Record Tracking

Status: Original

Holder: Keena Tarrant

Location: DocuSign

12/20/2021 12:59:04 PM

keena.tarrant@hcfcd.hctx.net

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Harris County Flood Control District

Location: DocuSign

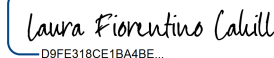
Signer Events**Signature****Timestamp**

Laura Fiorentino Cahill

laura.cahill@hcfcd.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:

D9FE318CE1BA4BE...

Sent: 12/20/2021 1:07:46 PM

Viewed: 12/21/2021 4:22:56 AM

Signed: 12/21/2021 4:25:02 AM

Signature Adoption: Pre-selected Style

Using IP Address: 172.58.200.91

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 8/27/2019 3:03:30 PM

ID: 95d8aac6-45f9-4460-bb8f-ca0e5b84009c

Corby D. Alexander

wingatel@laportetx.gov

Asst. Public Works Director

Security Level: Email, Account Authentication
(None)

Sent: 12/21/2021 4:25:05 AM

Viewed: 12/22/2021 8:24:57 AM

Electronic Record and Signature Disclosure:

Accepted: 12/22/2021 8:24:57 AM

ID: fcf95611-ee07-4664-abd0-e840551dd8e8

Lee Woodward

wingatel@laportetx.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/22/2021 8:24:57 AM

ID: fcf95611-ee07-4664-abd0-e840551dd8e8

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Sandra Flores sandra.flores@hcfcd.hctx.net Harris County Flood Control District Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 12/21/2021 4:25:04 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2021 1:07:46 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft obo Harris County Flood Control District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft obo Harris County Flood Control District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lillie.lindner@hcfcd.hctx.org

To advise Carahsoft obo Harris County Flood Control District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lillie.lindner@hcfcd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft obo Harris County Flood Control District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lillie.lindner@hcfcd.hctx.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Harris County Flood Control District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lillie.lindner@hcfcd.hctx.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft obo Harris County Flood Control District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft obo Harris County Flood Control District during the course of your relationship with Carahsoft obo Harris County Flood Control District.

From: Dawn Riggs <Dawn.Riggs.glo@recovery.texas.gov>
Sent: Friday, October 8, 2021 1:47 PM
To: Mayors Office - public e-mail; Rigby, Louis
Cc: Wingate, Lorenzo; Patrick Wiltshire; Aron Miller
Subject: Community Development Block Grant - Mitigation
Attachments: LaPorte HMGP Award Notice - HUDMID.docx

Dear Mayor Rigby,

The Texas General Land Office Community Development and Revitalization division has completed its review of the Community Development Block Grant Mitigation Hazard Mitigation Grant Program: Supplemental (HMGP-S) application submitted for HUD Most Impacted and Distressed (HMID) funding.

Congratulations, we are pleased to announce the approval of your application. The attached letter is confirmation that the application for HMGP-S HMID has been deemed eligible and approved for funding of the project identified below:

Project Information:

Applicant: La Porte
CDBG-MIT Amount: \$4,000,000.00
Project Title: Brookglen Subdivision Drainage Improvements
TIGR Application ID: CDR17-1247-APP

GLO-CDR is dedicated to La Porte's success. If you have any questions, I can be reached via return email at Dawn.Riggs.glo@recovery.texas.gov or at 512-701-0654.



Dawn Riggs
Grant Manager Infrastructure & Housing
Community Development & Revitalization
Texas General Land Office, George P. Bush Commissioner
Work (512) 701 - 0654



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

10/08/2021

Mayor Louis R. Rigby
City of La Porte
604 W Fairmont Parkway
La Porte, TX 77571

VIA EMAIL: @ mayorsoffice@laportetx.gov; rigbyl@laportetx.gov

Re: Community Development Block Grant - Mitigation
Hazard Mitigation Grant Program Supplemental Award

Dear Mayor Rigby:

The Texas General Land Office Community Development and Revitalization division (GLO-CDR) has completed its review of the Community Development Block Grant Mitigation (CDBG-MIT) Hazard Mitigation Grant Program: Supplemental (HMGP-S) application for HUD Most Impacted and Distressed (HMID) funding.

Congratulations, we are pleased to announce the approval of your application. This letter is confirmation that La Porte's application for HMGP-S HMID has been deemed eligible and approved for funding. The application is moving forward to contracting.

Project Information:

Applicant: La Porte
CDBG-MIT Amount: \$4,000,000.00
Project Title: Brookglen Subdivision Drainage Improvements
TIGR Application ID: CDR17-1247-APP

Following drafting of your Subrecipient Agreement (contract) documents, you will receive an email via DocuSign for electronic signature (contract execution).

Once all parties have signed, I will schedule a Kickoff Workshop with you to guide you through program requirements, the terms of your executed contract, confirm your signatory's contact information, establish a contact list of key stakeholders, and address specific questions you may have.

GLO-CDR is dedicated to La Porte's success. If you have any questions, I can be reached via return email at Dawn.Riggs.glo@recovery.texas.gov or at (512) 701 - 0654.

Sincerely,

Dawn Riggs
Grant Manager
Texas General Land Office



REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: December 13, 2021
Requested By: Lorenzo Wingate, Asst. Director
Department: Public Works
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Project map; Project update chart and Harris County Drainage Network Map

Appropriation	
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:	<input type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

Refer to attached exhibit(s) for updates on various drainage projects throughout the City.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

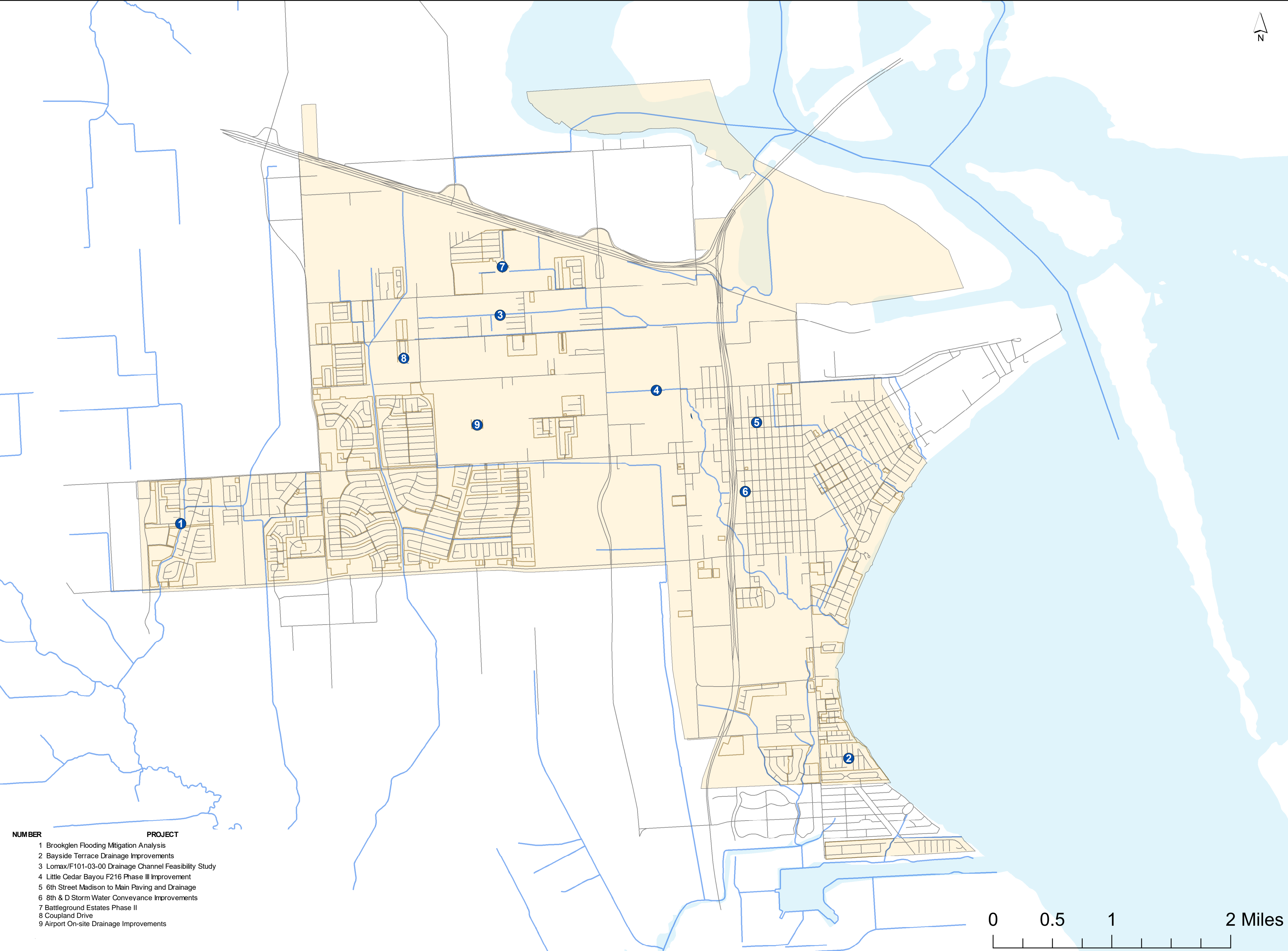
Receive report, and provide staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date

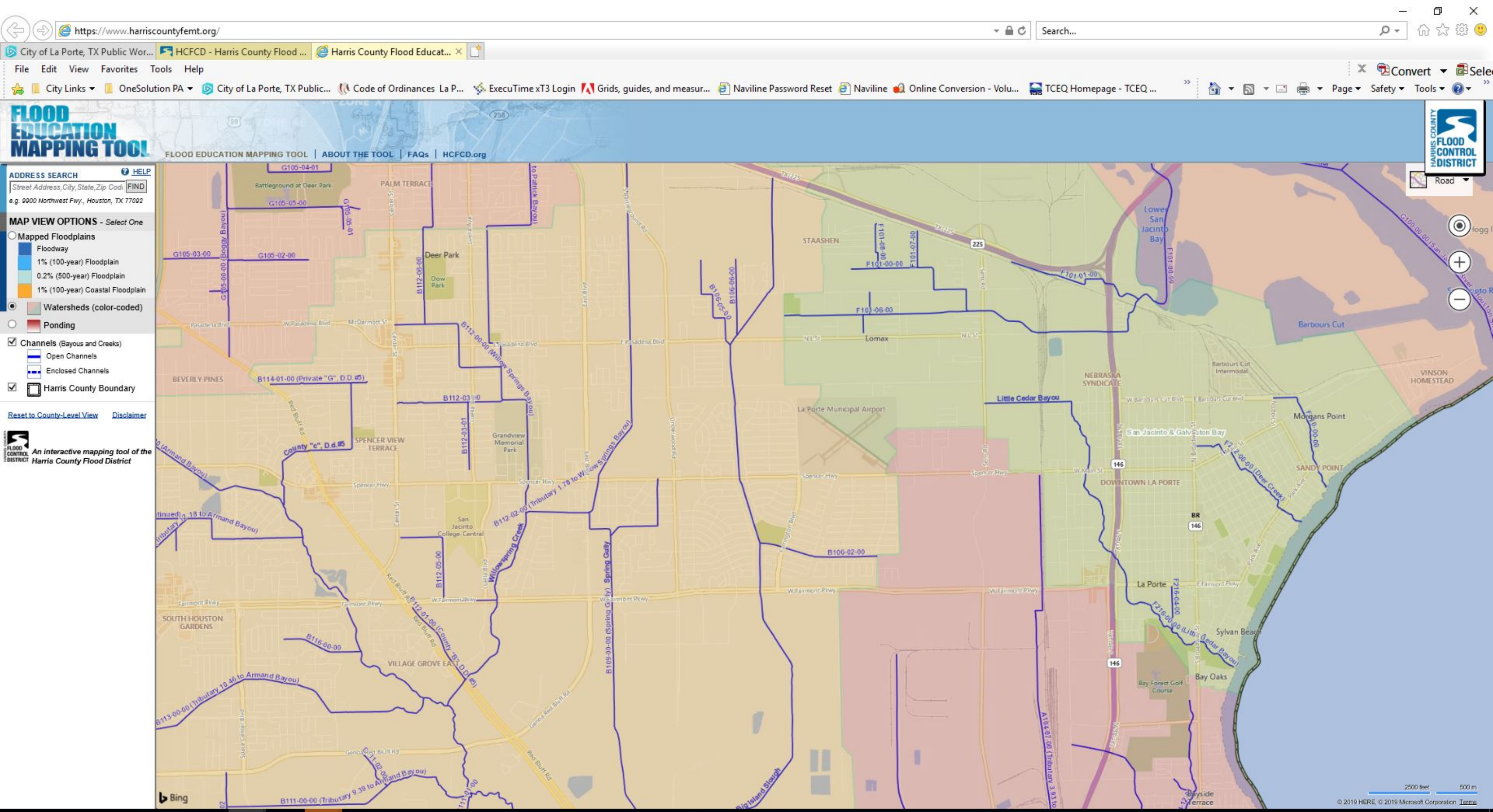
The City of La Porte Drainage Projects 2019



DRAINAGE PROJECTS

*Estimated completion date references total project completion.
**% complete references percent completion of current project phase.

NO.	PROJECT	PROJECT MANAGER	DESCRIPTION	PROJECT PHASE (Feasibility/Preliminary Design/Final Design/Bidding/Construction)	Status	Anticipated Construction Cost	Potential Grant Funding	Potential COLP Cost Share	COLP Budgeted Amount	Estimated Completion Date	% Complete (Phase)	On Schedule
1	Brookglen Flooding Mitigation Analysis	HCFCF / Public Works	The 2009 City-wide Drainage Study identifies the Brookglen subdivision as an area with significant drainage/flooding problems, attributed to a mixture of inadequate sewerage and insufficient channel capacity within the B112-00-00 Channel. Compounded improvements recommended within the City-wide Drainage Study could reduce the flood risk within the Brookglen area. This analysis would expand upon the recommendations provided within 2009 study.	HCFCF (NCRS) - Preliminary Design; COLP - Pending	Staff was informed that this project has been approved for \$4,000,000 GLO-Supplemental grant funding. Staff has also submitted partnership project application to Precinct 2 for additional funding. Staff is coordinating with Harris County to draft an interlocal agreement for partnership funds.	\$11,400,010.00	GLO - \$4,000,000; Pct 2 Partnership - \$2,900,023.28; ARPA - TBD;	Harris County - 24%; GLO - 33%; COLP - 42:	COLP - \$2,500,000	NCRS - March 2022; Bond - TBD; COLP - TBD	NCRS - 10%; COLP - 0%	NCRS - Yes Bond - No COLP - TBD
2	Bayside Terrace Drainage Improvements	Public Works	Approximately 800 linear feet of RCP pipe, ranging in size from 15" to 24", exists within the Bayside Terrace Subdivision, which has not been properly maintained due to access issues attributed to limited access to infrastructure, provided within a five foot utility easement. Portions of Hamilton Street and Fondren Street utilize this system to convey stormwater to its outfall point of Galveston Bay. The system fails to function properly, causing flooding within the adjacent portion(s) of the subdivision. A proposed drainage study would discuss feasibility of rerouting this flows from the 800 feet of RCP, towards Bayside Dr. and utilizing the existing system within Bayside Dr. to convey the storm water within the existing system.	Final Design	90% construction plans have been reviewed. Currently evaluating foreseen construction conflicts. Staff is coordinating with residents to discuss expected landscaping conflicts.	\$6,947,215.00	Pct 2 Partnership - \$2,982,496	Harris County - \$2,982,496; COLP - \$4,356,041	\$5,405,000.00	March 2022	95%	Yes
3	Lomax/F101-03-00 Drainage Channel Improvements	HCFCF	Harris County Flood Control District's (HCFCF) F101-06-00 Channel system conveys storm water runoff from the Lomax area and ultimately outfalls into Lower San Jacinto Bay. The downstream section of the channel has been improved to ultimate capacity. An existing pipeline corridor, containing several pipelines located at depths ranging from approximately 2' to 18", cross the channel, limiting the depth of potential channel improvements. Moderate/heavy rain events, compounded with backwater conditions from this section of the channel, contributes to wide-spread flooding within the Lomax Area.	Final Design	PER was finalized in and presented to Harris County Commissioners' in late May. Final design has been initiated. Potential for ARPA funds to be utilized to supplement project funding.	\$3,400,000.00	HCFCF Bond; ARPA - TBD	50/50	\$950,000.00	January 2023	0%	Yes
4	Little Cedar Bayou F216 Phase III Improvements	HCFCF / Public Works	Phase I and Phase II Improvements to Little Cedar Bayou, from Hwy 146 to Madison, have either been completed or are currently awarded for construction. Phase I and Phase II improvements include, but are not limited to, excavating and disposing off- site soil as required for the new channel alignment, clearing and grubbing, demolition of existing structures, erosion control, and site restoration for approximately 5,533 LF of channel. Approximately 4,680 LF of channel remains unimproved upstream, with those improvements slated to be included within this project, to be considered Phase III. Survey data has been collected on this most upstream section. Routine maintenance of clearing overgrowth, trees, and obstructions; minor erosion control and slope stabilization; and desilting is planned to maintain existing conveyance capacity. Those maintenance operations are projected to begin late 4th quarter 2018 or early 1st quarter 2019 (calendar year). The following Phase III mitigation action is proposed, as recommended within the Hydraulic Analysis for Little Cedar Bayou Watershed HCFCF Unit F216-00-00: lowering the flow line of the Bayou 1 - 2 feet, from W. Madison to Sens Rd. Current channel side slopes would be modified to achieve 3:1 side slopes from W Madison St. to Sens Rd. An estimated 200,000 cubic yards are to be excavated from the channel. Over excavation is provided to yield sufficient storage volume in the pond after siltation and build-up in the pond bottom.	Feasibility	Staff is has negotiated ILA with Harris County for cost-sharing role in the project. Drainage report is behind schedule due to HCFCF coordination delays. Potential for ARPA funds to be utilized to supplement project funding.	TBD	HCFCF Bond - \$8,000,000; ARPA - TBD	\$2,000,000.00	\$3,055,232.00	March 2023	15%	NO
5	6th Street Madison to Main Paving and Drainage	Public Works	The segment of 6th St from W. Madison St to W. Main St is considered part of Old La Porte, which was generally noted in the City-Wide Drainage Study as not having sufficient storm sewer capacity due to undersized storm sewer, undersized storm inlets, or not enough storm inlets. RPS-Klotz provided an analysis of the existing storm sewer system and identified problem areas within the project limits. Additional analysis is required to determine most efficient improvement alternative.	Phase 1 - Construction; Phase 2 - Final Design	Executed contract with GLO effective March 9, 2019 through August 5, 2021. GLO contract termination date expected to be amended to April 30, 2022. Staff received executed agreement with Harris County for \$3.4M allocation in early January. Phase I was awarded Tandem Services. Phase 1 construction is approximately 90% complete. Staff reviewing 90% plans for Phase 2. Consultant is preparing drainage impact analysis, to be submitted to Harris County for review/approval.	Phase 1 - \$325,000; Phase 2 - \$3,400,000	Phase 1 - \$325,775.30; Phase 2 - \$3,472,757	\$125,000.00	\$1,140,000.00	Phase 1 - November 30, 2021; Phase 2 - August 2022	Phase 1 - 90%; Phase 2 - 75%	Phase 1 - Yes Phase 2 - Yes
6	8th & D Storm Water Conveyance Improvements	Public Works	The area generally bounded by 8th Street to the west, Main Street to the north, 5th Street to the east, and D Street to the south experiences flooding during heavy rain events due to undersized culverts within the area. Increasing culvert sizes within the area will provide additional conveyance capacity within the existing open ditch system.	Construction	This project has been incorporated into the 7th Street Rehabilitation Project. Construction activity began on September 13, 2021.	\$4,800,000.00	N/A	N/A	\$4,867,000.00	October 2022	15%	Yes
7	Battleground Estates Phase II	Public Works	A proposed conditions hydraulic model was developed during the preliminary design for the N P Street Culvert Improvement Project, which recommended replacing the upstream portion of the existing composite structure at N P Street, with structures matching the downstream portion of the composite structure. That project allows for full utilization of the structure's capacity, as well as protect the channel during rainfall events that produce higher amounts of runoff. Per the recommendations of the Phase 1 report, a more detailed Phase 2 engineering analysis of segments F101-00-00 and F101-08-00, that are upstream of N P Street, as well as an evaluation of the roadside ditch drainage conduits within Battleground Estates should be performed to identify necessary improvements to address structural flooding within the area. The more detailed study would evaluate the impacts of culverts located upstream of N P Street, along F-101-00-00 resulting from the 10-, 50-, and 100-year rain event. Channel improvements, and increasing culvert sizes to provide sufficient capacity within culverts along the roadside ditches are the anticipated mitigation efforts.	Feasibility	Staff has completed the review of responses to RFQ. Staff has identified potential design consultant and anticipates initiating preliminary engineering phase in October. Potential for ARPA funds to be utilized to supplement project funding.	TBD	ARPA - TBD	50/50	\$215,000.00	August 2023	0%	No
8	Coupland Drive	Public Works	The proposed storm sewer improvements include re-sloping Coupland Drive to drain towards inlets located throughout the subdivision. The inlets will drain into proposed storm sewer ranging in size from 24" to 30" RCP. This storm sewer will then flow underneath the existing roadside ditch along L Street to a combined outfall with the existing roadside ditch to Big Island Slough. The proposed storm sewer underneath the existing ditch on L Street will be 42" RCP and the combined outfall will need to be a 60" RCP. These improvements will result in no net fill within the Big Island Slough 100-year floodplain. The proposed storm sewer was sized for the 5 year storm event, per the City of La Porte drainage criteria.	Final Design	Harris County has required the design to be updated to include Atlas 14 rainfall intensity. Design update expected complete. Bid phase to be integrated into Lomax Lift Station Project.	\$1,550,000.00	N/A	N/A	\$1,310,000.00	November 2022	100%	Yes





REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: January 10, 2022
Requested By: Lorenzo Wingate, Asst. Director
Department: Public Works
☒ Report ☐ Resolution ☐ Ordinance

Appropriation	
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:	<input type="radio"/> Yes <input type="radio"/> No

Exhibits:

SUMMARY & RECOMMENDATION

Opportunity to discuss any drainage concerns not covered by previous items.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

Receive report, and provide staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date