

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT McCAULLEY
Councilperson At Large B
MANDI WILLIAMS
Councilperson District 1



CHUCK ENGELKEN
Councilperson District 2
BILL BENTLEY
Councilperson District 3
THOMAS GARZA
Councilperson District 4
JAY MARTIN
Mayor Pro Tem
Councilperson District 5
ROBBIE McLARRIN
Councilperson District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a regular meeting of the La Porte City Council to be held May 23, 2022, beginning at 6:00 pm in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas,, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available. Attend via a screen using the link <https://us02web.zoom.us/j/86009271468?pwd=QVF3a3Y2Mkl1UnNzMlFtSFJpS1NLZz09>. Join by phone at 877-853-5257 or 888-475-4499. The meeting ID is 860 0927 1468 and the passcode is 296969.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Rev. Brian Christen, La Porte Community Church.
PLEDGES – Will be led by Councilperson Robbie McLarrin.
U.S. Flag
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
 - (a) Presentation of Oaths of Office and Certificates of Election to newly elected officials Brandon Lunsford, Rick Helton, and Jay Martin. [Mayor Louis R. Rigby]
 - (b) Proclamation in honor of the 100th anniversary of State Farm.
 - (c) Recognition of City employees for years of service. [Louis R. Rigby, Mayor]
4. **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.)*
5. **ELECTION MATTERS**
 - (a) Presentation, discussion, and possible action to adopt Ordinance 2022-3886, electing a Mayor Pro Tem of the La Porte City Council. [Louis R. Rigby, Mayor]
6. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
 - (a) Approve the minutes of the regular City Council meeting held on May 9, 2022. [Louis R. Rigby]
 - (b) Award Bid #22016 - Bay Forest Golf Course - Cart Path Revisions, to Aztec Remodeling and Landscaping for cart path repair at the Bay Forest Golf Course, in the amount of \$433,404.00, with a contingency in the amount of \$43,340.00, for a total authorization of \$476,744.00. [Billy Stoker, General Manager]
 - (c) Approve appointments to the Comprehensive Plan Committee (CPAC) for the City of La Porte's Comprehensive Plan update. [Teresa Evans, Director of Planning and Development]
 - (d) Authorize the City Manager to execute a professional services agreement with Brown Reynolds Watford Architects, Inc. for an amount not to exceed \$77,800.00, in connection with RFQ #22501 – City Hall Facility Needs Assessment. [Ray Mayo, Director of Public Works]

- (e) Reject all bids received for Bid #22015-Black Base and Type D Asphalt. [Cherell Daeumer, Purchasing Manager]
- (f) Authorize the purchase of two (2) 2023 Freightliner trucks with 24 cubic yard dump beds from Doggett Freightliner of South Texas, LLC in the amount of \$288,670.00, under BuyBoard Contract 601-19. [Ray Mayo, Director of Public Works]
- (g) Approve a sponsorship request for the La Porte Community Civic Club 2022 Juneteenth Celebration in the amount of \$5,000. [Matt Daeumer, Assistant City Manager]
- (h) Adopt Ordinance 2021-3887 approving amendments to the City of La Porte Fiscal Year 2021-22 Budget. [Shelley Wolny, Assistant Finance Director]

7. STATUTORY AGENDA

- (a) Presentation, discussion, and possible action on a proposed pilot program for utilization of employment sign-on bonuses for select positions [Matt Hartleib, HR Manager]

8. REPORTS

- (a) Receive FY 2021-2022 first and second quarter Capital Improvement Plan program update. [Matt Daeumer, Assistant City Manager]
- (b) Presentation, discussion, and possible action to provide direction regarding conceptual design and site improvements at the Public Works Service Center [Ray Mayo, Director of Public Works]
- (c) Receive report of the La Porte Development Corporation Board of Directors meeting. [Councilperson Chuck Engelken]

9. ADMINISTRATIVE REPORTS

- Drainage and Flooding Committee meeting, June 13
- City Council meeting, June 13
- Planning and Zoning Commission meeting, June 16
- City Council meeting, June 27

10. COUNCIL 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 Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

11. ADJOURN

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council 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 City Council 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.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the May 23, 2022, City Council 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

TIME

TAKEN DOWN

Lee Woodward

Lee Woodward, City Secretary

Presentation will be presented at the meeting.



Proclamation

Office of the Mayor

WHEREAS, State Farm was founded in the United States on June 7, 1922, by George "G. J." Mecherle, a farmer from Merna, IL., whose frustration with the insurance programs of the time led him to start what he termed "an honest insurance company"; and

WHEREAS, Mecherle developed a prospectus for a mutual insurance company which is owned by those who are insured through membership; and

WHEREAS, State Farm is the largest property and casualty insurance provider, and the largest auto insurance provider, in the United States, and was ranked 39th in the 2021 Fortune 500. State Farm relies on exclusive agents to sell its insurance and has expanded into the financial services arena, such as banking and mutual funds; and

WHEREAS, the City of La Porte recognizes the positive impact the company and its agents have on our community as they have been taking care of customers in Texas since April 1928, and calls upon residents to observe this day by demonstrating what being a good neighbor is all about through acts of kindness and making people feel welcome.

NOW, THEREFORE, I, Louis R. Rigby, Mayor, do hereby proclaim June 7, 2022, as

State Farm Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 23rd day of May, 2022.

City of La Porte

Louis R. Rigby, Mayor

Service Awards – May 23, 2022

The two employees being recognized tonight have a combined 45 years of service to the La Porte community. They are both part of our outstanding Public Works Department.

Billy Brooks, Treatment Plant Supervisor (20 years)

In May of 2002, Billy joined the La Porte team as a Treatment Plant Operator II. Since then he has been promoted to Senior Treatment Plant Operator (Oct. 2006) and then to his current role of Supervisor (May 2017). Billy is knowledgeable about the critical work he does and holds a class B Wastewater Treatment Operator license. He has a reputation of being very easy to work with among both his supervisors and the team he leads. Billy is also known for his dependability. He's responsive, available, and in his last performance review was recognized for perfect attendance during the prior 12 months. Billy, thanks for doing everything you do for the La Porte Community.

Michael Davis, Senior Equipment Operator (25 years)

Mike has been serving the La Porte community in a variety of roles since May of 1997. His job titles with the City include: Equipment Operator I, Equipment Operator II, Mosquito Control Technician (for 13 years), and Senior Equipment Operator. He has fought those mosquitos, taken care of the airport, mowed culverts, swept streets, and just about anything else asked of him. He has an incredible knowledge of the job and the community which enables him to work independently with great trust from his supervisors. Mike promotes a team approach while always getting the job done on time and safely. Mike, we appreciate all you have done and will continue to do for La Porte.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 23, 2022
Requested By: Louis R. Rigby, Mayor
Department: City Council
☐ Report ☐ Resolution ☒ Ordinance

Exhibits: Ordinance 2022-3886

Appropriation	
Source of Funds:	_____
Account Number:	_____
Amount Budgeted:	_____
Amount Requested:	_____
Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

Section 2.08 of the City Charter provides that a *mayor pro tem* shall be a council member and be elected by the council at the first meeting of council after canvassing the general and any run-off election, who shall serve for a one-year term or until his or her successor is appointed and has qualified. If a vacancy occurs in the office of mayor or in the case of his or her absence or disability, the mayor pro tem shall act as mayor until a successor is elected and has qualified or until the mayor is again able to assume his or her duties of office.

It has been the City Council's practice to adopt a City ordinance naming the member elected.

ACTION REQUIRED BY COUNCIL

Elect a Mayor Pro Tem and adopt of Ordinance 2022-3886 in support of same. [A nomination does not require a second.]

ORDINANCE 2022-3886

AN ORDINANCE PROVIDING FOR THE ELECTION OF A MEMBER OF THE CITY COUNCIL TO SERVE AS MAYOR PRO TEM OF THE CITY OF LA PORTE, TEXAS, FROM MAY 23, 2022, UNTIL A SUCCESSOR HAS BEEN APPOINTED AND HAS QUALIFIED; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF

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

Section 1. The City Council of the City of La Porte hereby elects _____ to serve as Mayor Pro Tem of the City of La Porte, Texas, from May 23, 2022, until a successor has been appointed and has qualified.

Section 2. The Mayor Pro Tem shall serve in such office during said term, and pursuant to the Charter of the City of La Porte shall during the vacancy, absence or disability of the Mayor have all powers and duties of the Mayor of the City of La Porte during such vacancy, absence or disability of the Mayor. The Mayor Pro Tem shall act as Mayor until a successor is elected and has qualified or until the Mayor is again able to assume his duties of office, as the case may be.

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

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

PASSED AND APPROVED this, the 23rd day of May 2022.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT McCaulley
Councilperson At Large B
MANDI WILLIAMS
Councilperson District 1
CHUCK ENGELKEN
Councilperson District 2



BILL BENTLEY
Councilperson District 3
THOMAS GARZA
Councilperson District 4
JAY MARTIN
Mayor Pro Tem
Councilperson District 5
ROBBIE McLARRIN
Councilperson District 6

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE MAY 9, 2022

The City Council of the City of La Porte met in a regular meeting on Monday, May 9, 2022, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

Councilpersons present: Louis Rigby, Brandon Lunsford, Mandi Williams, Chuck Engelken, Bill Bentley, Thomas Garza, Brent McCaulley, Jay Martin, Robbie McLarrin

Councilpersons attending remotely: None

Councilpersons absent: None

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, Assistant City Attorney

CALL TO ORDER – Mayor Rigby called the meeting to order at 6:00 p.m.

2. INVOCATION – The invocation was given by Pastor Glen Harding, Life Community Church and pledges were led by Councilperson Mandi Williams.

3. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

- a. Proclamation in recognition of National Police Week, May 15-21, 2022.
- b. Proclamation in recognition of Emergency Services Week, May 15-21, 2022.
- c. Proclamation in recognition of Public Works Week, May 15 - 22, 2022.
- d. Employee of the Quarter - Lorenzo Wingate, Assistant Director of Public Works [Louis R. Rigby, Mayor]

4. 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.)*

Doug Miller expressed support for the LPPD and encouraged attendance at tomorrow's LPPD Citizens' Police Academy.

5. CONSIDERATION OF COUNCILPERSON ABSENCES

- a. Presentation, discussion, and possible action to consider excusing the absence of Councilperson Thomas Garza from the April 25, 2022, City Council meeting, in accordance with the City Council Attendance Policy. [Louis R. Rigby, Mayor]

Councilperson McCaulley moved to excuse the absence of Councilperson Thomas Garza from the April 25, 2022, City Council meeting; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

6. CONSENT AGENDA *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*

- a. Approve the minutes of the regular meeting of the City Council held on April 25, 2022. [Louis R. Rigby, Mayor]
- b. Adopt Ordinance 2022-3884 approving amendments to the City of La Porte Fiscal Year 2021-22 Budget for purchase of replacement portable radios for the La Porte Fire Department. [Shelley Wolny, Assistant Finance Director]
- c. Approve the purchase of replacement Motorola portable radios and speaker microphones from Houston Communications Inc. (HCI), through TIPS Purchasing Cooperative contract No. 211101, in the amount of \$108,997.29, for use by the La Porte Fire Department. [Carl Holley, Fire Chief]
- d. Adopt Resolution 2022-11 authorizing the City Manager to sign the STEP "Operation Slow Down" grant award and other documents for the TxDOT STEP "Operation Slow Down" Grant Award. [Steve Deardorff, Chief of Police]
- e. Authorize the purchase of two (2) Chevrolet Tahoe PPVs from Lake Country Chevrolet in the amount of \$73,558.50 and one (1) Dodge Charger PPV from Donalson Chrysler Dodge Jeep Ram in the amount of \$29,196.75, under contract 210907 through TIPS USA cooperative purchasing program. [Ray Mayo, Director of Public Works]
- f. Approve the purchase of a replacement York HVAC Chiller from Kilgore Industries through BuyBoard contract #631-20 for \$152,210. [Tim Miller, Director of Parks & Recreation]
- g. Authorize the City Manager to execute a contract with PGAL, Inc. in the amount of \$267,500.00 for design and project management services in connection with the Recreation & Fitness Center Renovation Phase I Project. [Lindsay French, Recreation Superintendent]

Councilperson Bentley moved to approve the consent agenda items a and c-g; the motion was seconded by Councilperson Engelken; the motion was adopted, 9-0.

Councilperson Bentley moved to adopt Ordinance 2022-3884 approving amendments to the City of La Porte Fiscal Year 2021-22 Budget for purchase of replacement portable radios for the La Porte Fire Department; the motion was seconded by Councilperson Engelken; the motion was adopted, 8-1, Councilperson Garza voting against.

7. STATUTORY AGENDA

- a. Presentation, discussion, and possible action on potential upgrades and maintenance at the Little Cedar Bayou Wave Pool Complex. [Tim Miller, Director of Parks & Recreation]

Councilperson McCaulley moved to approve proposed Rain Drop #1 layout using recirculation at the Little Cedar Bayou Wave Pool Complex; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

8. REPORTS

- a. Receive report of the Fiscal Affairs Committee meeting. [Councilperson Engelken]

Councilperson Engelken said the Committee had reviewed purchasing card expenditures and received the investment report. He said the next meeting would be held July 25.

- b. Receive report of the Drainage and Flooding Committee meeting. [Mayor Pro Tem Martin, Chair]

Mayor Pro Tem Martin reported the Committee received updates on drainage projects in the City. He said the next meeting would be held June 13.

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission meeting, May 19
- La Porte Development Corporation Board of Directors meeting, May 23
- City Council meeting, May 23

City Manager Alexander said there were no reports.

- 10. COUNCIL COMMENTS** 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 Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.

Councilpersons congratulated Lorenzo Wingate on his award; congratulated Councilperson Lunsford on his re-election; offered good wishes to Councilperson Garza in the future; thanked LPPD, LPEMS, and the Public Works Department for their service; congratulated the Chamber of Commerce on their very successful 66th annual Sylvan Beach Festival event; and congratulated the City Secretary's Office for their recognition as a TMCA Office of Excellence Award winner.

11. EXECUTIVE SESSION

- a. Texas Government Code Section 551.072 - Deliberation regarding the purchase, exchange, lease, or value of real property. The City Council will meet in closed session with the City Manager and Assistant City Attorney to discuss the potential purchase of real property located in the City of La Porte.**

The Council convened in executive session at 7:08 p.m.

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

The Council reconvened into open session at 7:55 p.m. Without objection, the Mayor noted the Council had directed the City Manager to continue negotiations on potential purchase of properties.

ADJOURN – Without objection, the Council adjourned at 7:55 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 23, 2022

Requested By: Billy Stoker, General Manager

Department: Bay Forest Golf Course

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Bid Tabulation and Bid Forms

Appropriation

Source of Funds: Fund 015-CIP

Account Number: 015-6049-551-1100

Amount Budgeted: \$550,545.00

Amount Requested: \$476,744.00

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

The Bay Forest Golf Course has approximately 83,055 square feet of paved cart paths that are original to the course. The original installation of these paths did not call for re-enforced concrete. Therefore, approximately 48,156 square feet of these original paths is in serious need of repair. There is a lack of reinforcement and our gumbo-type soil swelling and contracting due to different levels of moisture throughout the years has caused large cracks and holes in the cart paths. The deteriorating paths add wear and tear to our golf car fleet and maintenance equipment and make for an unsafe, uncomfortable player ride.

This solicitation scope includes repair of the worst of the paths by including the removal and proper disposal of the existing specified paths, setting new cement forms, adding rebar reinforcements and new concrete poured at holes #1, #2, #3, #4, #8. Holes #10 and #16 share a path and will be replaced and widen to 9 feet to accommodate two carts passing each other. Hole #17 is being rerouted down the fence line to connect to the hole #18 cart path near the water. The re-routing of cart path for hole #17 is for safety reasons. Also, approximately half of #18 path is being replaced halfway down the fairway. During construction, Bay Forest will not close the facility, but will alter the hole being repaired, if needed.

Sealed Bid #22016 for Cart Path Revisions Project was opened and publicly read at 2:00 p.m., April 19, 2022. The bid advertised on March 31 and April 07, 2022, and was posted to PublicPurchase.com. Seventy-seven vendors were notified of the solicitation with twenty-nine downloading the documents and three (3) vendors submitting a response.

The low bid was submitted by Aztec Remodeling and Landscaping in the amount of \$433,404.00

Staff is seeking authorization to award a contract to Aztec Remodeling and Landscaping in the amount of \$433,404.00 with a contingency amount of \$43,340 for a total project authorization of \$476,744.00.

ACTION REQUIRED BY CITY COUNCIL

Award Bid #22016 – Bay Forest Golf Course – Cart Path Revisions, to Aztec Remodeling and Landscaping for cart path repair in the amount of \$433,404.00 with a contingency in the amount of \$43,340.00, for a total authorization of \$476,744.00.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

Bid Tabulation to Sealed Bid #22016 - Bay Forest Golf Course Cart Path Revisions

				Aztec Remodeling		Greenscapes Six, LLC		M.B. Western Industrial Contracting Co.	
Item	Description	Unit of Measure	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Hole 1								
1-a	Remove & Dispose of existing cart path	SF	7620	\$2.00	\$15,240.00	\$2.00	\$15,240.00	\$4.62	\$35,204.40
1-b	Replace cart path	SF	7620	\$7.00	\$53,340.00	\$8.25	\$62,865.00	\$11.63	\$88,620.60
2	Hole 2								
2-a	Remove & Dispose of existing cart path	SF	8940	\$2.00	\$17,880.00	\$2.00	\$17,880.00	\$4.62	\$41,302.80
2-b	Replace cart path	SF	8940	\$7.00	\$62,580.00	\$8.25	\$73,755.00	\$11.63	\$103,972.20
3	Hole #3								
3-a	Remove & Dispose of existing cart path	SF	4410	\$2.00	\$8,820.00	\$2.00	\$8,820.00	\$4.62	\$20,374.20
3-b	Replace cart path	SF	4410	\$7.00	\$30,870.00	\$8.25	\$36,382.50	\$11.63	\$51,288.30
4	Hole #4								
4-a	Remove & Dispose of existing cart path	SF	6540	\$2.00	\$13,080.00	\$2.00	\$13,080.00	\$4.62	\$30,214.80
4-b	Replace cart path	SF	6540	\$7.00	\$45,780.00	\$8.25	\$53,955.00	\$11.63	\$76,060.20
5	Hole #8								
5-a	Remove & Dispose of existing cart path	SF	7965	\$2.00	\$15,930.00	\$2.00	\$15,930.00	\$4.62	\$36,798.30
5-b	Replace cart path	SF	7965	\$7.00	\$55,755.00	\$8.25	\$65,711.25	\$11.63	\$92,632.95
6	Hole #10								
6-a	Remove & Dispose of existing cart path	SF	1980	\$2.00	\$3,960.00	\$2.00	\$3,960.00	\$4.62	\$9,147.60
6-b	Replace cart path	SF	1980	\$7.00	\$13,860.00	\$8.25	\$16,335.00	\$11.63	\$23,027.40
7	Hole #16								
7-a	Remove & Dispose of existing cart path	SF	4680	\$2.00	\$9,360.00	\$2.00	\$9,360.00	\$4.62	\$21,621.60
7-b	Replace cart path	SF	4680	\$7.00	\$32,760.00	\$8.25	\$38,610.00	\$11.63	\$54,428.40
8	Hole #17								
8-a	Remove & Dispose of existing cart path	SF	1968	\$2.00	\$3,936.00	\$2.00	\$3,936.00	\$4.62	\$9,092.16
8-b	Replace cart path	SF	1968	\$7.00	\$13,776.00	\$8.25	\$16,236.00	\$11.63	\$22,887.84
9	Hole #17 to #18								
9-a	Remove & Dispose of existing cart path	SF	1080	\$2.00	\$2,160.00	\$2.00	\$2,160.00	\$4.62	\$4,989.60
9-b	Replace cart path	SF	1080	\$7.00	\$7,560.00	\$8.25	\$8,910.00	\$11.63	\$12,560.40
10	Hole #18								
10-a	Remove & Dispose of existing cart path	SF	2973	\$2.00	\$5,946.00	\$2.00	\$5,946.00	\$4.62	\$13,735.26
10-b	Replace cart path	SF	2973	\$7.00	\$20,811.00	\$8.25	\$24,527.25	\$11.63	\$34,575.99
Total Base Bid (Items 1-a through 10-b)				\$433,404.00		\$493,599.00		\$782,535.00	

BID FORM
BID 22016-BAY FOREST GOLF COURSE-CART PATH REVISIONS

4/18/2022 DATE:

Bid of AZTEC Remodeling + Landscaping an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of corporation for the Bay Forest Golf Course-Cart Path Revisions Project for the City of La Porte, Harris County, Texas.

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

BASE BID Line Item Offer to Sealed Bid 22016 - Cart Path Revision Project on Next Page

Base Bid

Total of All Items (from next page)

TOTAL BASE BID \$ 433,404.00

Written four hundred thirty three thousand four hundred four dollars

It is understood and agreed that the work shall be complete in full within 120 calendar days after the date on which work is to be commenced as established by the Contract Documents.

It is agreed that the contract price may be increased or decreased to cover work added or deleted by order of the Engineer, in accordance with the provisions of the General Conditions of Agreement.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for sixty (60) days following date of bid opening.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

It is understood that the Owner reserves the right to reject any and all bids.

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Date 4/18/2022

Signed [Signature]

By President
(Title)

Company AZTEC Remodeling And Landscaping Co.

P.O. Box 594 Seabrook, TX 77586
(Address)

281-910-6600
(Telephone Number)

AZTEC LDSC@gmail.com
(E-Mail Address)

[Signature]
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below

Addendum No. N/A

Date Received N/A

Base Bid Line Item Offer to Sealed Bid #22016

Item	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Hole 1				
1-a	Remove & Dispose of existing cart path	SF	7620	<u>2.00</u>	<u>15,240.00</u>
1-b	Replace cart path	SF	7620	<u>7.00</u>	<u>53,240.00</u>
2	Hole 2				
2-a	Remove & Dispose of existing cart path	SF	8940	<u>2.00</u>	<u>17,880.00</u>
2-b	Replace cart path	SF	8940	<u>7.00</u>	<u>62,580.00</u>
3	Hole #3				
3-a	Remove & Dispose of existing cart path	SF	4410	<u>2.00</u>	<u>8,820.00</u>
3-b	Replace cart path	SF	4410	<u>7.00</u>	<u>30,870.00</u>
4	Hole #4				
4-a	Remove & Dispose of existing cart path	SF	6540	<u>2.00</u>	<u>13,080.00</u>
4-b	Replace cart path	SF	6540	<u>7.00</u>	<u>45,780.00</u>
5	Hole #8				
5-a	Remove & Dispose of existing cart path	SF	7965	<u>2.00</u>	<u>15,930.00</u>
5-b	Replace cart path	SF	7965	<u>7.00</u>	<u>55,755.00</u>
6	Hole #10				
6-a	Remove & Dispose of existing cart path	SF	1980	<u>2.00</u>	<u>3,960.00</u>
6-b	Replace cart path	SF	1980	<u>7.00</u>	<u>13,860.00</u>
7	Hole #16				
7-a	Remove & Dispose of existing cart path	SF	4680	<u>2.00</u>	<u>9,360.00</u>
7-b	Replace cart path	SF	4680	<u>7.00</u>	<u>32,760.00</u>
8	Hole #17				
8-a	Remove & Dispose of existing cart path	SF	1968	<u>2.00</u>	<u>3,936.00</u>
8-b	Replace cart path	SF	1968	<u>7.00</u>	<u>13,776.00</u>
9	Hole #17 to #18				
9-a	Remove & Dispose of existing cart path	SF	1080	<u>2.00</u>	<u>2,160.00</u>
9-b	Replace cart path	SF	1080	<u>7.00</u>	<u>7,560.00</u>
10	Hole #18				
10-a	Remove & Dispose of existing cart path	SF	2973	<u>2.00</u>	<u>5,946.00</u>
10-b	Replace cart path	SF	2973	<u>7.00</u>	<u>20,811.00</u>

Total Base Bid (Items 1-a through 10-b)

Enter this amount in writing on previous page

433,404.00

CITY OF LA PORTE
RESPONDENT AFFIDAVIT

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name:

AZTEC Remodeling & Landscaping Co.

Address:

P.O. Box 594

Seabrook, Tx 77586

Printed Name:

SORAYA

Authorized Signature:



Date:

4/18/2022

CITY OF LA PORTE CERTIFICATION OF RESPONDENT

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

SD The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

_____ The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

(Initial one of the above)

Business Name:

AZTEC Remodeling & Landscaping Co.

Address:

P.O. Box 594

Seabrook, TX 77586

Printed Name:

BORANA DJAVADZADEH

Authorized Signature:



Date:

4/18/2022

CITY OF LA PORTE

PROTECTION OF RESIDENT WORKERS COMPLIANCE

The City of La Porte, Texas actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Business Name:

AZTEC Remodeling & Landscaping Co.

Address:

P.O. Box 594
Seabrook, TX 77586

Printed Name:

SORAYA DJAVADZADEH

Authorized Signature:



Date:

4/18/2022

CITY OF LA PORTE INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of La Porte, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by or working as an independent contractor for Contractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of La Porte, its Council members, officers, agents and employees and herein provided.

Business Name:AZIEE Remodeling & Landscaping Co.**Address:**P.O. Box 594Seabrook TX 77586**Printed Name:**SORAYA - DJAVADZADEH**Authorized Signature:****Date:**4/18/2027

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

AZIEC Remodeling & Landscaping Co.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
Signature of vendor doing business with the governmental entity

4/18/2022
Date



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

References:

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided within the last five (5) years, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar projects.

At least 2 references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of project completed for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
--------------	---------	---------	-----------	--------

RAM Design	Richard Makover		713-952-7224	
R. makover@yahoo.com				
Build 30 many Shopping Centers (Reference Attached)				

Company Name	Contact	Address	Telephone	E-mail
--------------	---------	---------	-----------	--------

City of GALVESTON	BRAX Easterwood		409-354-8976	
EASTERWOOD@BEAIA.COM				
Jack Johnson Park (Structure, Concrete, Fence) \$14,600				

Company Name	Contact	Address	Telephone	E-mail
--------------	---------	---------	-----------	--------

Z-Co	Mike Butte		713-439-7922 or 832-724-9987	
Mike BUTTE@gmail.com				
Project Urban Retroadway Attached				

Company Name	Contact	Address	Telephone	E-mail
--------------	---------	---------	-----------	--------

City of Deep Park	Wade Miller		281-478-7220	
WMILLER@DEEKPARKTX.ORG				
Concrete \$307,700.00				

Company Name	Contact	Address	Telephone	E-mail
--------------	---------	---------	-----------	--------

LLOYD W. DUNCAN			713-203-7386	
LLOYD W DUNCAN@gmail.com				
Project: MOSES Lake Boat Storage \$130,700.00				

Company Name	Contact	Address	Telephone	E-mail
--------------	---------	---------	-----------	--------

General Contractors Services	Robert Mullins		281-630-3883	
ALLCS@aol.com				
Seawall Transit Galveston, Tx \$265,000.00				



City of La Porte

Established 1892

Purchasing Department

Chorell Daumer, Purchasing Manager

Reference Check Form

Vendor Name: Aztec Remodeling and Landscaping Co

1. How long have you used Aztec Remodeling and Landscaping Co in a Subcontractor capacity? Are they currently engaged with your company? Yes If not, when did you use their services? Since 2006
2. How many different projects have you worked with Aztec Remodeling and Landscaping Co on in a similar capacity? Please give Project details including dates, cost, and general description (feel free to attach additional sheet, in needed).
RE: Attached
3. On a scale of one to ten, with ten being completely satisfied and one being completely unsatisfied, how would you rate the following:
 - a. Overall reliability 9
 - b. Overall vendor ability to meet timelines or deadlines 9
 - c. Overall vendor personnel experience level 10
4. On a scale of one to ten, with ten being excellent and one being unsatisfactory, how would you rate the following:
 - a. The company's attitude toward customer service? 10
 - b. The company's ability to resolve problems? 10
 - c. The company's overall performance? 10
5. On a scale of one to ten, with ten being "absolutely would" and one being "absolutely would not", would you recommend this vendor to someone? 10
6. In your opinion, what are the vendor's
 - a. Strengths? Response to customer needs, attention to details, good quality of work
 - b. Weaknesses? Can't think of any
 - c. Additional Comments?

Richard Makover

Printed Name/Title of person Completing Form

RAM Architects

Company Name of Reference

[Signature]
Signature of Same

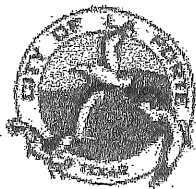
May 31, 2018

Date

604 W. Fairmont Parkway ■ La Porte, Texas 77571 ■ (281)470-5123 ■ www.laportetx.gov

LIST OF PROJECTS

YEAR	PROJECT NAME	LOCATION	DESCRIPTION	BUDGET
2006	Grand Harbor Center	Houston, TX	Retail Center	\$ 1,680,399.00
2009	Pasadena ISD	Pasadena TX	Educational	\$ 680,000.00
2009	La Porte Arch Gateway	La Porte TX	Municipal	\$ 657,530.00
2010	Elder Care Center	Chambers County, TX	Medical	\$ 1,207,500.00
2012	Grant Retail	Houston, TX	Retail Center	\$ 866,000.00
2018	Housing	San Antonio, TX	Housing	\$ 1,500,000.00



City of La Porte

Established 1892

Purchasing Department

Cherell Deemer, Purchasing Manager

Reference Check Form

Vendor Name: Aztec Remodeling and Landscaping Co

1. How long have you used Aztec Remodeling and Landscaping Co in a SUB CONTRACT capacity? Are they currently engaged with your company? YES If not, when did you use their services? _____
2. How many different projects have you worked with Aztec Remodeling and Landscaping Co on in a similar capacity? Please give Project details including dates, cost, and general description (feel free to attach additional sheet, in needed). URBAN RETREAT - PROJECT MANAGERS - 2015-16 \$455,000.00
NORTH FOX TOWN CENTER - CONSTRUCTION PLANNING - CURRENT \$200,000
FRANK SCHOOL - PROJECT PLANNING & MANAGEMENT - CURRENT \$600,000
3. On a scale of one to ten, with ten being completely satisfied and one being completely unsatisfied, how would you rate the following:
 - a. Overall reliability. 10
 - b. Overall vendor ability to meet timelines or deadlines. 9
 - c. Overall vendor personnel experience level 9
4. On a scale of one to ten, with ten being excellent and one being unsatisfactory, how would you rate the following:
 - a. The company's attitude toward customer service? 10
 - b. The company's ability to resolve problems? 8.5
 - c. The company's overall performance? 9.5
5. On a scale of one to ten, with ten being "absolutely would" and one being "absolutely would not", would you recommend this vendor to someone? 10
6. In your opinion, what are the vendor's
 - a. Strengths? RELIABLE - KNOWLEDGEABLE - HONEST
 - b. Weaknesses? TOO SOFT WITH SUPS
 - c. Additional Comments? EXCELLENT CO. TO WORK WITH

MIKE BUTTE - PRESIDENT
Printed Name/Title of person Completing Form

[Signature]
Signature of Same

Z-Co. Development Corp

Company Name of Reference

6-6-18
Date

604 W. Fairmont Parkway ■ La Porte, Texas 77571 ■ (281)470-5123 ■ www.laportetx.gov

Contractor's Qualification Statement

- 1 The phone number, email address, and primary contact of the Bidder's place of business. 281-910-6600 AZLEC LDSC@Gmail.com S. DEMONAYEN
- 2 The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated. Include names of previous firms that principals have been employed. since 1986 - 1994 incorporated State of TX
- 3 A list of property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents. 6 ACE Property in 288 Tractor, backho
- 4 The Bidder's performance record giving the description, location, and telephone numbers of similar projects constructed in a satisfactory manner by the Bidder. City of Deer Park, & City of La Porte
- 5 A list of projects presently under contract, the approximate contract amount, and percent of completion of each. House Renovation \$183,000.00 90% completed. Completion May 10/2022
- 6 A list of contracts which resulted in law suits. NONE
- 7 A list of contracts defaulted. NONE
- 8 A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude. NONE
- 9 A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy. N/A SORAYA-DJAVADZADEH (officer) no lawsuits
- 10 The technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude of comparable difficulty at similar rate of progress. 36 Year Experience
- 11 Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the contract.

Soraya Djavadzadeh
107 Shirleen
Seabrook, TX 77586

Job Objective:

Provide quality management to achieve quality work with costumer satisfaction.

Experience highlights:

Management of construction, remodeling, and landscaping contracts.
Performed many projects for Federal, metro, city of Houston, parks, HISD.

Employment history:

1994 to present: President of Aztec remodeling & landscaping Co.
1983 to 1994: owner of Aztec Remodeling Company
1981-1983 Moe's Landscaping Co.
Manager of the company
1981-1977 Financial officer of IBDI Bank
Preparation and approval of loans

Education

B.S degree of Finance from University of Houston
B.S degree of agricultural From University of Surbon Paris, France

House Bill 89 VERIFICATION

I, SORAYA-DJAMADZADEH (Person name), the undersigned
representative of (Company or Business name) AZIEC Remodeling
And Landscaping Company
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age,
do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named
Company, business or individual with City of La Porte, Texas.

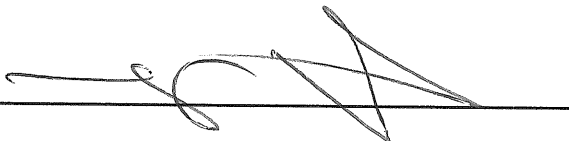
This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full
time employees and contracts that are under \$100,000 of public funds.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or
otherwise taking any action that is intended to penalize, inflict economic harm on, or
limit commercial relations specifically with Israel, or with a person or entity doing
business in Israel or in an Israeli-controlled territory, but does not include an action made
for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association,
corporation, partnership, joint venture, limited partnership, limited liability partnership,
or any limited liability company, including a wholly owned subsidiary, majority-owned
subsidiary, parent company or affiliate of those entities or business associations that
exist to make a profit.

4/18/2022

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

BID BOND

[illegible]

SURETY'S NO. 04182022

KNOW ALL MEN BY THESE PRESENTS, THAT Aztec Remodeling and Landscaping Co.

(hereinafter called the Principal), as Principal and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal corporation of Harris County, Texas (hereinafter called Obligee) in the amount of Twenty Four Thousand Hundred and xx/100 Dollars (\$ 24,000.00), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Oblige
for BID #22016 BAY FOREST GOLF COURSE CART PATH REVISIONS PROJECT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before this Bid Bond is returned or before official rejection of such Bid; or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, and other required contract documents, the Oblige, in

either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 11th day of April, 2022.

Aztec Remodeling and Landscaping Co.
Principal/Contractor

By:



The Ohio Casualty Insurance Company
Surety

By:

Address: 107 Shirleen DriveSeabrook, TX 77586Address: 7900 Windrose Ave.Plano, TX 75024

NOTE: Attach Power of Attorney



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207097-989719**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lec R. Stevens; Nicholas J. Stevens

all of the city of Denton state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of April, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 23, 2022
Requested By: Teresa Evans, Director of Planning
Department: Planning and Development
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: None

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 checked="" type="radio"/> No

SUMMARY & RECOMMENDATION

City Council approved the Comprehensive Plan Update Professional Services Agreement (PSA) with Freese Nichols, Inc. at the March 14, 2022 regular meeting. The purpose of the City of La Porte's comprehensive plan update is to effectively manage future development, protect neighborhoods, preserve sensitive environmental areas, conserve valuable natural resources, enhance the community's appearance, provide for adequate municipal facilities and services including parks and trails, make fiscally responsible decisions regarding future capital investments, and to preserve the special quality of life for the citizens of La Porte.

Included in the Agreement's Scope of Services for Input, Engagement and Meetings is the formation of a Comprehensive Plan Advisory Committee (CPAC). The purpose of the Committee is to meet with the project consultant, Freese and Nichols, Inc. (FNI), six (6) times over an 18-month period to discuss existing conditions, community input, and key issues related to development, plan recommendations and implementation. The CPAC should be comprised of approximately 12-15 stakeholders that represent a diversity of interests.

Planning Staff and the City Manager's Office identified a list of potential candidates to serve on the Committee. The following individuals have confirmed their commitment to serve on the Committee. Their special interest/representation is identified in parenthesis.

1. Bill Bentley (City Council)
2. Rick Helton (City Council, Banking)
3. Donna O'Connor (PZ Commission, former Law Enforcement, Social Services Volunteer)
4. Richard Warren (PZ Commission, EDC President, Brookglen HOA)

5. Jeff Martin (President of La Porte Chamber of Commerce, LPISD Board of Trustees)
6. Danny Earp (Real Estate Owner, Lomax)
7. Marty Campise (Main Street Property Owner)
8. Sandi Christy (Conservation)
9. Elizabeth Lynch (Working Professional/Family)
10. Beth Brady (Local Business Owner)
11. Chad Burke (President of Economic Alliance, Industry)
12. Sherry Lowe (Civic Club)

Staff recommends approval of the proposed appointees to the Comprehensive Plan Advisory Committee.

ACTION REQUIRED BY CITY COUNCIL

Approve appointees to the Comprehensive Plan Advisory Committee.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 23, 2022</u>	Appropriation
Requested By: <u>Ray Mayo, Director</u>	Source of Funds: <u>053 – General CIP</u>
Department: <u>Public Works</u>	Account Number: <u>053-7070-530-1100</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$1,100,000.00</u>
	Amount Requested: <u>\$77,800.00</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Evaluation Summary; Proposal

SUMMARY & RECOMMENDATION

Discussion of a new City Hall Facility took place during the April 13, 2021 pre-budget retreat. Council directed staff to move forward with planning for a new City Hall facility.

The City advertised Request for Qualifications (RFQ) #22501 in late 2021 for the provision of professional consulting services to prepare a facility needs assessment, conceptual floor plan, and site plan for a new City Hall facility. Seven (7) statements of qualifications were received on December 21, 2021 in response to RFQ #22501. Firms submitting qualification statements include: Brown Reynolds Watford (BRW) Architects, Inc.; Burditt Consultants, LLC; HDR Architecture; Huitt-Zollars, Inc.; PBK Architects, Inc.; PGAL Inc.; and Randall Scott Architects, Inc.

An evaluation team consisting of the City Manager, City Secretary, Assistant Director of Public Works, Facilities Maintenance Superintendent, and Chief Building Official, reviewed and evaluated each response. The top two (2) respondents, BRW Architects, Inc. and Randall Scott Architects were short-listed, and the evaluation team conducted follow-up interviews with both firms. The results of the interviews concluded that BRW Architects, Inc. had presented their abilities to meet the needs of our project, and were ultimately selected as the top respondent. Staff has negotiated the attached professional services agreement with BRW Architects, Inc. to prepare a facility needs assessment and conceptual design, including an opinion of cost, for the proposed City Hall facility.

Benefits:

- Initiates Council's direction to begin planning efforts for a new City Hall facility.
- Initial phase of project planning offers conceptual design and opinion of cost, which can be utilized to anticipate future project needs.

Liabilities:

- Failure to approve the agreement would delay Council's direction to begin planning efforts for a new City Hall.

Staff recommends the execution of a professional services agreement with BRW Architects, Inc. for professional consulting services related to RFQ #22501 – City Hall Facility Needs Assessment.

ACTION REQUIRED BY CITY COUNCIL

Authorize the City Manager to execute a professional services agreement with Brown Reynolds Watford Architects, Inc. for an amount not to exceed \$77,800.00, respective to RFQ #22501 – City Hall Facility Needs Assessment.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

**RFQ 22501-CITY HALL FACILITY NEEDS ASSESSMENT
EVALUATION SUMMARY**

Criteria		BRW ARCHITECTS	BURDITT CONSULTANTS, LLC	HDR ARCHITECTURE	HUITT-ZOLLARS, INC	PBK ARCHITECTS, INC	PGAL, INC	RANDALL SCOTT ARCHITECTS, INC
Qualifications and Demonstrated Competencies	30%	13.8	10.8	13.1	12.4	13.10	11.1	14.1
Project Approach	30%	13.5	10.9	13	11.5	11.8	13.2	13.4
Experience, Record of Performance, References	25%	11.65	9.25	10.25	9.35	10	11.05	12.25
Staffing Availability and Workload Capacity	15%	7.2	6	6.6	6.15	6.45	6.45	6.95
Final Scores		46.15	36.95	42.95	39.4	41.35	41.8	46.70

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of May in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of La Porte
604 West Fairmont Parkway
La Porte, Texas 77571

and the Architect:
(Name, legal status, address and other information)

Brown Reynolds Watford Architects, Inc. (BRW)
175 Century Square Drive, Suite 350
College Station, TX 77840

for the following Project:
(Name, location and detailed description)

New City Hall for City of La Porte
604 West Fairmont Parkway
La Porte, Texas 77571

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

The scope of work for the new city hall will start with the Programming and Needs Assessment that will determine the appropriate building size and facility improvements to optimize operations for City of La Porte City Hall. A range of options to decompress City Hall by building a new City Hall will be developed, including the associated cost estimate for each option.

The Needs Assessment space planning services shall include, but not limited to, incorporating staff plans for the following departments:

- Mayor and City Council
- City Administration
- City Secretary
- Finance
- Purchasing
- Utility Billing
- Planning/Engineering
- Permits/Inspections
- Code Enforcement
- GIS
- Human Resources
- Tax
- Information Technology

Init.

The Needs Assessment will start by comparing current operational and space needs with the existing facility with the anticipated long-term space needs over the next twenty to thirty years. BRW will then develop, prioritize, and budget options to build a new City Hall including ideas for how to best utilize the existing City Hall building.

The Study consists of programming and conceptual design to determine the following:

1. Size of new City Hall
2. The cost of new City Hall
3. How much land the new build and parking will need.
4. What the new building will look like with a Conceptual Design of floor plans, site plan, and 3D- color rendered images.

The new City Hall for City of La Porte expected to be located adjacent to the existing City Hall located at 604 W Fairmont Parkway, La Porte, Tx. The Initial project budget, including, conceptual design, final design and construction phase is set by the Owner at \$13 million. Estimated size of the new facility is based on the budget at approximately 20,000 square feet. The purpose of Study of the scope of work is to confirm or adjust budget and size of the new City Hall to meet todays and future needs.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Undecided at time of execution.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New City Hall for the City of La Porte is be located to the east adjacent to the exiting City Hall at 604 W Fairmont Parkway La Porte, Texas 77571

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Programming and Conceptual Design – 16 Weeks

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

1 year after the "Notice to Proceed" has been issued

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Init.

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lorenzo Wingate, PE, CFM
Assistant Director of Public Works
604 West Fairmont Parkway
La Porte, Texas 77571
713.598.1047
WingateL@laportetx.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Unknown at the time of execution.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
~~*(List any other consultants and contractors retained by the Owner.)*~~
Unknown at this time.

Init.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Ray Holliday, AIA, Principal
Brown Reynolds Watford Architects, Inc.
175 Century Square Drive, Suite 350
College Station, TX 77840

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Unknown at the time of execution

.2 Mechanical Engineer:

Unknown at the time of execution

.3 Electrical Engineer:

Unknown at the time of execution

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement; Agreement or shall cause such services to be performed by appropriately licensed design professionals.

Init.

I. SCOPE OF ARCHITECTURAL SERVICES:

STUDY – PROGRAMMING AND CONCEPTUAL DESIGN

1. ARCHITECTS RESPONSIBILITIES

- BRW shall be responsible for reviewing the program with the user design committee. BRW shall meet with City of La Porte Team to review the scope of required services, design criteria, expectations, obtain background information, and establish tentative project schedule and milestones. BRW has a 27-page checklist of programming that shall be reviewed with the committee to verify that all programmatic requirements are addressed and will produce an updated programing statement. BRW shall compile this program statement in an Excel spreadsheet dividing the spaces into zones of the building, public and staff administration areas, as well as by departments within City Hall.
- BRW shall utilize the space program to complete test fits. Test fits are examining each room for spatial layout and function by designing and graphically drawing each room individually and adding further detail to each room's program for equipment, uses, and finishes. Final program statement will include delineation of spaces, adjacencies, functions, room sizes, plan layout, and renderings or pictures of similar spaces.
- BRW shall provide a Topographic / Boundary Survey with Easements Descriptions.
- Once programming is completed, BRW shall begin developing 3 conceptional design options consisting of various floor plans, site plans, and aesthetic options for La Porte Project Team to review. BRW shall then present the design options to City Council. Upon comments back from La Porte Project Team, BRW shall proceed in refining a minimum of two revisions of the conceptional options or, if needed, prepare additional options.
- BRW shall research, and review related and pertinent project information regarding to this project including budget guidelines, utility requirements, site restrictions, adjacencies, relationship to existing City Hall, and context to the immediate neighborhood. BRW shall, to the best of our knowledge, identify constructability opportunities, such as code requirements, permit needs, and related items.
- BRW shall review with City of La Porte Team current trends and best practices for City Hall design. BRW shall work with La Porte Project Team together to create design solutions to meet the needs for today and in the future.
- At the completion of the programming and conceptual design study, BRW shall present the City Hall design including our process, floor plans, site plan, colored renderings of interior and exterior views, as well as a statement of probable project costs to La Porte City Council for approval.
- For Deliverables, BRW shall provide site plan, floor plans, roof plan, reflected ceiling plan, building section, elevations and colored renderings of interior and exterior of the City Hall.
- Site plan will contain vicinity map, metes and bounds of the site, easements, required setbacks, utility locations, driveways, parking, sidewalks, dumpster and generator locations, and landscape design.
- Floor plans will illustrate room names and sizes. The floor plans will have proposed furniture layout to verify the needs and functions of the rooms.
- The elevations will illustrate the massing of the building with proposed materials of the exterior. The colored renderings will be of the interior and exterior of City Hall and illustrate the special qualities of the spaces, as well as use of materials and verify the functional aspects of the new City Hall.

- BRW shall attend meetings as necessary with La Porte Project Team. BRW anticipates 7 meetings for the duration of the 16-week study.
- BRW shall provide statement of probable cost for City Hall forecasting construction to begin in 2023.

II. EXCLUSIONS FROM BASIC SERVICES:

The services shown below are not anticipated at this time; however, project requirements identified during design may require them to be added.

Architectural

- Demolition site plan of buildings and other structures
- As-Built drawings of existing building and other structures
- Furniture and office equipment procurement
- Fitness equipment procurement
- Professional models and renderings produced out-of-house
- LEED Certification
- Preparation or assistance of additional bid packages after the initial bid
- Preparation or assistance of Contract Documents Between Owner and Contractor
- Full-time on-site construction observation
- Environmental or hazardous materials conditions / issues

Structural

- Structural Windstorm Certification. WPI – 8 Certification; inspections and submissions to obtain certification.

Civil

- Zoning modifications, including street abandonments, easements
- Environmental or hazardous materials conditions / issues
- Traffic Engineering, Traffic Analysis and Traffic Controls
- TX DOT Coordination
- TCEQ Coordination
- Geotechnical Report (Additional Services)

Mechanical, Plumbing and Electrical

- Fire protection (sprinkler) system design (beyond performance specification)
- Building Utility bill estimates
- Technology Design and Documentation
- Energy Efficient LEED Design/Certification / Life Cycle Analysis
- Pre-emption Light Design

III. SCOPE OF SERVICES BY PROJECT PHASE:

A. Programming (Service Performed in Feasibility Study by BRW Architects)

Quantify and qualify the current and future needs of La Porte City Hall administration and staff. BRW shall conduct on-site analysis and field work, staff interviews, community and stakeholder input and surveys, utilization studies, gathering and reviewing documents and technical data relating to the existing City Hall, and anticipating facility needs and growth projections. An overall presentation will be made to the La Porte City Council

Init.

B. Conceptual Design

1. Review conceptual Design documents from program study that shall include a site plan, building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. During the design process, the Architect shall work with the Owner's consultants (IT/Security) under separate contract to coordinate the scope of the project. Conceptual Design phase shall include three (3) working design meetings with the Owner.
2. Review Statement of Probable Cost. BRW shall provide a statement of probable cost at the completion of Conceptual Design, which will be a general estimate developed from several cost databases including our own to determine the cost per square foot. BRW shall provide the cost estimate information electronically.
3. Analyze Office Furniture Feasibility. BRW will interview and analyze the need of different types and sizes of office spaces. The Owner will provide BRW growth projections for staff. BRW shall provide an analysis and layout of individual offices, cubicle offices with new modular furniture or a combination of both.
4. Presentations. If requested, BRW shall make three (3) presentations to the Owner for their approval of the design. The first presentation being to the Steering Committee; 2nd to Council preliminary conceptual design; 3rd to Council with final conceptual design.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$—) for each occurrence and (\$—) One Million Dollars (\$ \$1,000,000.00)~~ for each occurrence and Two Million Dollars (\$ \$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$—) One Million Dollars (\$ \$1,000,000.00)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Init.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$) One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$) per claim and (\$) Two Million Dollars (\$ 2,000,000.00) per claim and Four Million Dollars (\$ 4,000,000.00) in the aggregate.~~

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Programming & Conceptual Design Phase Services

§ 3.2.1 The Architect shall review ~~the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

Init.

§ 3.2.2 The Architect shall ~~prepare a preliminary evaluation of the Owner's review~~ program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of ~~the Project, the Project from the study.~~ The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic-Conceptual Design Documents for the Owner's approval. The Schematic-Conceptual Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic-Conceptual Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design-Development Phase Services

~~§ 3.3.1 Based on the Owner's approval of the Schematic-Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic-Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.~~

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

§ 3.4 Construction Documents Phase Services

~~§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other~~

requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- 1 — facilitating the distribution of Bidding Documents to prospective bidders;
- 2 — organizing and conducting a pre-bid conference for prospective bidders;
- 3 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- 4 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- 2 — organizing and participating in selection interviews with prospective contractors;
- 3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

Init.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

Init.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

Init.

~~§ 3.6.5 Changes in the Work~~

~~§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

~~§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.~~

~~§ 3.6.6 Project Completion~~

~~§ 3.6.6.1 The Architect shall:~~

- ~~1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;~~
- ~~2. issue Certificates of Substantial Completion;~~
- ~~3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and;~~
- ~~4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

~~§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.~~

~~§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.~~

~~§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.~~

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Section 2.1 of this agreement

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Init.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

Init.

- ~~1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~2 () visits to the site by the Architect during construction~~
- ~~3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~4 () inspections for any portion of the Work to determine final completion.~~

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. ~~The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.~~

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 ~~If Required.~~ The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, permeation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as

the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

~~§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

~~§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~.1 give written approval of an increase in the budget for the Cost of the Work;~~
- ~~.2 authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~.3 terminate in accordance with Section 9.5;~~
- ~~.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,~~
- ~~.5 implement any other mutually acceptable alternative.~~

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

Init.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ — Arbitration pursuant to Section 8.3 of this Agreement

Init.

[X] Litigation in a court of competent jurisdiction, Harris County, Houston, Texas.

[] ~~Other: (Specify)~~

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

Init.

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1 — Termination Fee:

2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 in the State of Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

Init.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Not Applicable.

.2 Percentage Basis
(Insert percentage value)

Not Applicable.

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Payment for Study Programming & Conceptual Design Services shall be a fixed fee in the amount of \$77,800.00 to be invoiced monthly based on the percentage of work completed.

Programming	\$12,800.00
Site Survey	\$ 8,400.00
Site Analysis/Site Design	\$ 9,200.00
Conceptual Building Design	\$34,400.00
Cost estimating	\$ 4,800.00
3D Colored Renderings	\$ 8,200.00
Total Study Services	\$77,800.00

Additional Services Upon Request:

Inventory, measurement, and analysis of existing City Hall including Mechanical, Electrical, and Plumbing (MEP) Assessment, Structural Assessment, Two (2) space plan design options **\$32,400.00**

Payment for Basic Architectural and Required Additional Services shall be a fixed fee in the amount to be invoiced monthly based on percentage of work completed.

Basic Services to be Provided – Fee Breakdown Including Approved Additional Services / Refer to Article 11.2.

Project Schedule:

BRW anticipates the following time periods for the project phases starting with the "Notice to Proceed" from the Owner.

Study 16 weeks
Programming & Conceptual Design

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services will be negotiated in lump sum agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (%), 0%, or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not Applicable.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Init.

Schematic Programming	<u>\$31,120.00</u>	percent (<u>40</u>	%)
Design Phase				
Design-Conceptual	<u>\$46,680.00</u>	percent (<u>60</u>	%)
Development Phase				
Construction Documents		percent (%)
Phase				
Procurement Phase		percent (%)
Construction Phase		percent (%)
Total Basic Compensation	<u>one hundred \$77,800.00</u>	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
<u>Principal</u>	<u>\$240.00 per hour</u>
<u>Sr. Project Manager</u>	<u>\$185.00 per hour</u>
<u>Project Manager</u>	<u>\$170.00 per hour</u>
<u>Project Architect</u>	<u>\$150.00 per hour</u>
<u>Architect</u>	<u>\$125.00 per hour</u>
<u>Intern Architect I</u>	<u>\$105.00 per hour</u>
<u>Intern Architect II</u>	<u>\$ 85.00 per hour</u>
<u>Administrative Staff</u>	<u>\$ 70.00 per hour</u>

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~4 Printing, reproductions, plots, and standard form documents;~~
- ~~5 Postage, handling, and delivery;~~
- ~~6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- 7 Renderings (produced out of house), physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~9 All taxes levied on professional services and on reimbursable expenses;~~

Init.

- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~.12 Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (~~\$~~ Zero (\$ 0)) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~ Thirty (30)) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

~~%—The lower of 5% per annum or the maximum rate allowed under Chapter 2251, Texas Government Code~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512.305.9000

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

Not Applicable.

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Not Applicable.

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Not Applicable.

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Not Applicable.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Corby Alexander, City Manager
City of La Porte
(Printed name and title)



ARCHITECT (Signature)

Ray W. Holliday, AIA, Principal
Brown Reynolds Watford Architects, Inc.
(Printed name, title, and license number, if required)

Init.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 23, 2022

Requested By: Cherell Daeumer, Manager

Department: Finance

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Bid Tabulation #22015 Black Base and Type D Asphalt

Appropriation

Source of Funds: 033- Street Tax
001- General Fund

Account Number: 033-7071-531-1100
001-7071-531-4015

Amount Budgeted: \$117,499.00
Amount Requested: \$138,256.10

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

The City of La Porte Bid #22015, Black Base and Type D Asphalt was advertised on February 24, 2022 and March 3, 2022 in the Bay Area Observer and on Public Purchase. The bid was opened on March 1, 2022, with two (2) bids being received.

After review of the bids, it was discovered the specifications stated to include the price per ton for asphalt to be delivered. It was confirmed by Public Works that in the past the asphalt was picked up at the plant and they plan to continue this practice, which would significantly lower the price per ton.

Staff recommends City Council to reject all bids received for Bid #22015, for Black Base and Type D Asphalt. The Asphalt will be bid out again with a price to include pick up.

ACTION REQUIRED BY CITY COUNCIL

Reject all bids received for Bid #22015- Black Base and Type D Asphalt.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

Bid Tabulation to #22015 - Asphalt: Black Base & Type D Annual Requirements

				Vulcan Construction Materials, LLC		Texas Materials Group	
Item No	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price
1	Black Base Hot Mix Asphalt, as per specifications	1,000	Tons	75.38	\$ 75,380.00	83.00	\$ 83,000.00
2	Type D Hot Mix Asphalt, as per specifications	1,500	Tons	85.47	\$ 128,205.00	87.00	\$ 130,500.00
					\$ 203,585.00		\$ 213,500.00
Delivered, ARO				5 days		1 day	

Bid tabulation is preliminary and is not an indication of award. Other factors may apply.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 23, 2022</u> Requested By: <u>Ray Mayo, Director</u> Department: <u>Public Works</u> <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">Appropriation</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Source of Funds:</td> <td style="padding: 2px;"><u>009-Motor Pool</u></td> </tr> <tr> <td style="padding: 2px;">Account Number:</td> <td style="padding: 2px;"><u>009-7072-532-8050</u></td> </tr> <tr> <td style="padding: 2px;">Amount Budgeted:</td> <td style="padding: 2px;"><u>\$299,486.00</u></td> </tr> <tr> <td style="padding: 2px;">Amount Requested:</td> <td style="padding: 2px;"><u>\$288,670.00</u></td> </tr> <tr> <td style="padding: 2px;">Budgeted Item:</td> <td style="padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</td> </tr> </tbody> </table>	Appropriation		Source of Funds:	<u>009-Motor Pool</u>	Account Number:	<u>009-7072-532-8050</u>	Amount Budgeted:	<u>\$299,486.00</u>	Amount Requested:	<u>\$288,670.00</u>	Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No
Appropriation													
Source of Funds:	<u>009-Motor Pool</u>												
Account Number:	<u>009-7072-532-8050</u>												
Amount Budgeted:	<u>\$299,486.00</u>												
Amount Requested:	<u>\$288,670.00</u>												
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No												

Exhibits: Notification from Rush Truck Center, Quote from Doggett Freightliner

SUMMARY & RECOMMENDATION

The La Porte City Council awarded the purchase of two (2) Heavy Trash Dump Trucks to Rush Truck Centers under BuyBoard Contract 601-19. The awards were made in April 2020 (FY20) and October of 2020 (FY21)

Slow-downs in vehicle production were being felt across the nation and the selected trucks (Hino 338) delivery times were repeatedly delayed. It was learned that the Hino heavy truck production was halted with no word on future delivery dates. In February of 2021, Rush Truck Center approached La Porte and offered Peterbilt trucks at the same costs, with an expected build date of July 2021. Again, the delivery dates were delayed several times. Fleet staff was in frequent contact with Rush and Peterbilt representatives regarding the order. On March 22, 2022 La Porte staff was notified by Rush Truck Center that the order for the Peterbilt trucks was subjected to a factory cancellation and the vendor could not supply the vehicles.

Original Vendor	Original approved Purchase for 2 Trash Trucks
Rush Truck Center	\$198,690.00

Proposed Vendor	Quoted Price for 2 Trash Trucks	Amount available in Motor Pool for replacement
Doggett Freightliner of South Texas, LLC	\$288,670.00	\$299,486.00

Staff recommends the purchase of two (2) 2023 Freightliner trucks with 24 cubic yard Heavy Trash Dump Beds from Doggett Freightliner of South Texas, LLC in the amount of \$288,670.00 under cooperative purchasing program BuyBoard Contract 601-19. The anticipated delivery date is March 2023.

Benefits:

- These vehicles are essential to the department.

Liabilities:

- Price increases, short supply and long lead times for vehicles and heavy equipment are becoming more commonplace throughout the industry.
- Cost increase of 43% above the trucks ordered in 2020

Miscellaneous:

- a) The vehicles that will be purchased with this agenda request will replace existing vehicles that are now at the end of their service lives with funding from the Vehicle Replacement Fund.
- b) The division will pay lease fees over the life of the units to establish a funded amount for future replacements.
- c) The balance remaining (funded amount minus replacement costs) either remains in the divisional motor pool account to pre-fund a portion of the replacement vehicle or is sometimes utilized by the division for up-fitting equipment. (e.g. light bar, trailer hitch, patrol unit up-fitting).

ACTION REQUIRED BY CITY COUNCIL

Authorize the purchase of two (2) 2023 Freightliner trucks with 24 cubic yard Heavy Trash Dump Beds from Doggett Freightliner of South Texas, LLC in the amount of \$288,670.00 under BuyBoard Contract 601-19.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

Mayo, Ray

From: Poplaski, Donnie
Sent: Tuesday, March 22, 2022 3:02 PM
To: Mayo, Ray; Wingate, Lorenzo
Subject: FW: Peterbilt Email

To All,

I received a call from Rush telling me they were not building our single axle heavy trash trucks. Below is the email from Glen.



Donnie Poplaski | Equipment Services
2963 N. 23rd Street | La Porte, TX 77571
p. 281.471-9650 ext: 5114 | c. 281-594-1819

From: Glenn Schmitz [mailto:SchmitzG@RushEnterprises.Com]
Sent: Tuesday, March 22, 2022 2:57 PM
To: Poplaski, Donnie <PoplaskiD@laportetx.gov>
Subject: RE: Peterbilt Email

Sorry for the delay, Donnie like I said on the phone. The Peterbilts were going to come from corporate slots but now we are no longer getting them. As to production on Peterbilt trucks we are looking at next year.

Glenn Schmitz
Rush Truck Center Houston
Truck and Trailer Sales
10200 North Loop East

**DOGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN**1701 Smith Rd.
Austin, Texas 78721Bus: 512-389-0000
Fax: 512-389-2663**INV #:****DATE:** 5/5/2022**INVOICE / BUYER'S ORDER**

BUYER'S NAME CITY OF LA PORTE		TELEPHONE 281-471-5020	
ADDRESS 604 W. FAIRMONT PARKWAY		CITY LA PORTE	STATE TX
YEAR 2023	MAKE FREIGHTLINER	MODEL/BODY M2106	VIN TBD
		ZIP CODE 77571	
		LICENSE PLATE	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above described vehicle sold by Freightliner of Austin is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Freightliner of Austin covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

MILEAGE:**BUY BOARD CONTRACT #601-19****CHASSIS SELLING PRICE****\$91,233.00****TRASH BODY 1824 18 FT. 24 CU. YDS.****\$49,102.00****FREIGHTLINER RAW MATERIAL SURCHARGE****\$3,800.00****TOTAL****\$144,135.00****X(2) UNITS****\$288,270.00****BUY BOARD FEE****\$400.00****CUSTOMER COPY**

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN
MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN
PAYOFF TO:			
ADDRESS:			
TELEPHONE:		FAX:	
GOOD UNTIL:			
QUOTED BY:			
SHOW LIEN TO:		Body Type:	
ADDRESS:		License Wt.:	
		State Insp.:	
DATED:		License:	
DRAFT FOR \$		Title:	
DRAFT THRU:		Transfer:	
ADDRESS:			
		TOTAL	
		(Trade Allowance)	
		TRADING DIFFERENCE	
		SALES TAX	
		DEALER'S INVENTORY TAX	
		LICENSE FEE	
		DOCUMENTARY FEE	
		FEDERAL EXCISE TAX	
		TOTAL SALE PRICE	
		PAYOFF ON TRADE	
		EXT. WARRANTY	
		LESS DEPOSIT	
		Total Balance Due	

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier provision que establezca el contrato y que aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied. It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____**SELLER'S SIGNATURE:** _____**DATE** _____



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: March 23, 2022

Requested By: Matt Daeumer,
Asst. City Manager

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Email Request, Flyer

Appropriation

Source of Funds: 001 – General Fund

Account Number: 001-6061-565-2075

Amount Budgeted: \$5,000

Amount Requested: \$5,000

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

In previous years, the City of La Porte has partnered with the La Porte Community Civic Club (LPCCC) for the Juneteenth Celebration. Every year, the city commemorates the end of slavery for African Americans in the United States. This day allows us to reflect, recognize and celebrate those who fought for our freedom. The Juneteenth festivities are a time to give back to the La Porte community, scheduled for June 17th, 18th and 19th.

The LPCCC is a registered non-profit organization. Each year, this organization gives scholarships to three deserving seniors in the La Porte community. This year at the Juneteenth Celebration, they plan to help three (3) La Porte High School students with scholarships to continue their education.

This year, LPCCC would like the City of La Porte to be a partner for the annual Juneteenth Celebration. In the partnership, it would grant the community an open invitation for engagement and participation in this event. The LPCCC would like to advertise the city's partnership for the Juneteenth Celebration, via social media and flyers.

The LPCCC generally spends approximately \$7,500.00 for this (3) three-day event, but the event has grown significantly. In the past, the City of La Porte has sponsored the event in the amount of \$2,500. Due to COVID-19 and its restrictions, fundraising has been a problem for LPCCC. To make this year's Juneteenth celebration a success, they would like to request a monetary donation in the amount of \$5,000.00 to assist with the costs of this celebration.

Sponsorship Budget:

Parade Breakfast & Juneteenth Picnic Lunch	Friday Night Mixer, Ball Game, & Concession Stand	Entertainment (Band, Pageant, & Prizes)	Advertisement/Marketing	Total
\$1,500.00	\$500.00	\$2,500.00	\$500.00	\$5,000.00

Due to the implementation of the sponsorship policy, staff is presenting this request to City Council for consideration.

In the previous years, the City has sponsored the Juneteenth celebration at a cost of \$2,500 each year. Additionally, the City has provided personnel to help set up for the parade and picnic and use of City facilities at no charge to the LPCCC. City staff recommends approval of the \$5,000 sponsorship to the LPCCA for the 2022 Juneteenth Celebration.

ACTION REQUIRED BY CITY COUNCIL

Approve the request for sponsorship to the La Porte Community Civic Club 2022 Juneteenth Celebration in the amount of \$5,000.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

JUNE
2022
•17
•18
•19

JUNE TEENTH

FREEDOM DAY



La Porte Community Civic Club Annual Juneteenth Celebration

HISTORY IN THE MAKING **PAST PRESENT** AND **FUTURE!!**

June 17 Friday



Friday Baseball game 5pm-8pm @ Deotis Gay field/ Mix & Mingle-
Live Band and Dj..Jennie Riley Center from 8P-12 midnight—

June 18 Saturday



Saturday morning Lite Breakfast Parade line up @ 8am-Parade starts @10am Line
up starts from Jennie Riley parking lot ending @ Sylvan Beach park—Family
Funday/ FREE FOOD FOR ALL!! Beauty Pageants. Live Band...Vendors...Snow
cones. Watermelon and Red soda Waters!! Come out and join us!!

June 19 Sunday



Sunday Celebration @ Five Points in La Porte. Scholarships will be Awarded. Concert
on Main/ Featuring Various Singer's from local Churches along with Jordan Baker
and Rawltyn Hart!! Vendors and Food trucks will be there All weekend!!

MORE INFORMATION

Sherry Lowe Event Coordinator 281-918-9282

La Porte Community Civic Club lpcommunitycivicclub@gmail.com



April 14, 2022

City of La Porte

Juneteenth 2022

Dear Partner,

The La Porte Community Civic Club (LPCCC) works tirelessly throughout the year to raise money to give back to the community. Every year we commemorate the end of slavery of African Americans in the United States. This day allows us to reflect, recognize, and celebrate those who fought for our freedom. Our Juneteenth festivities are scheduled for June 17th, 18th, and 19th. Our Juneteenth Celebrations are a time for us to give back to the La Porte community. We would like to cordially invite you to come out, participate, and enjoy all the festivities.

The La Porte Community Civic Club is a registered non-profit organization. Our work has a powerful impact not only in our own families but the community around us. Each year we give scholarships to 3 deserving seniors in the La Porte Community. We truly believe education is one of the keys to success. This year at our Juneteenth Celebration plan to help three (3) La Porte High School students with a scholarship to continue their education.

This year we would like the City of La Porte to partner with us for our annual Juneteenth Celebration. With your partnership, it would grant the community an open invitation to engagement and participate in this event and the events in the future. We would like to advertise the city's partnership for our Juneteenth Celebration with us in our annual parade, on our social media page and flyers. We believe this partnership will bring in revenue to our restaurants, the historic La Porte Colored School, hotels, the use our beautiful Sylvan beach and city parks. We generally spend around \$7,500.00 for this (3) three-day event but the event has grown significantly. To make this year's Juneteenth celebration a success, we would like to request a monetary donation in the amount of \$5,000.00 to assist with costs of this awesome celebration. We would like to simplify your opportunity to donate by sending an email to lpcommunitycivicclub@gmail.com with any questions you may have, PayPal to our email address or you are welcome to mail your donation to P.O. Box 1068, La Porte, Texas 77571. If you are a participant, we would like to add you to our parade roster, acknowledge your company as a donor and post you on social media or you may remain private if you wish.



Please complete the form on the next page and return to use. We are on Facebook and encourage you to like and share our page for the latest updates and events. We hope to hear from you soon!

Sincerely,

Malcolm Wagner
La Porte Community Civic Club

Budget:

Parade Breakfast & Juneteenth Picnic Lunch	Friday Night Mixer, Ball Game, & Concession Stand	Entertainment (Band, Pageant, & Prizes)	Advertisement/Marketing
\$1,500.00	\$500.00	\$2,500.00	\$500.00
Total: \$5,000.00			



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 23, 2022</u> Requested By: <u>Shelley Wolny, Asst. Director</u> Department: <u>Finance</u> <input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; padding: 2px;">Appropriation</th> </tr> </thead> <tbody> <tr> <td style="width: 60%;"></td> <td style="padding: 2px;">001-General</td> </tr> <tr> <td></td> <td style="padding: 2px;">002-Utility</td> </tr> <tr> <td></td> <td style="padding: 2px;">010-Airport</td> </tr> <tr> <td></td> <td style="padding: 2px;">024-Vehicle</td> </tr> <tr> <td>Source of Funds:</td> <td style="padding: 2px;">Maintenance</td> </tr> <tr> <td>Account Number:</td> <td style="padding: 2px;">Fuel Accts (2004)</td> </tr> <tr> <td>Amount Budgeted:</td> <td style="padding: 2px;">\$0</td> </tr> <tr> <td>Amount Requested:</td> <td style="padding: 2px;">\$281,962</td> </tr> <tr> <td>Budgeted Item:</td> <td style="padding: 2px;"><input type="radio"/> Yes <input checked="" type="radio"/> No</td> </tr> </tbody> </table>	Appropriation			001-General		002-Utility		010-Airport		024-Vehicle	Source of Funds:	Maintenance	Account Number:	Fuel Accts (2004)	Amount Budgeted:	\$0	Amount Requested:	\$281,962	Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Appropriation																					
	001-General																				
	002-Utility																				
	010-Airport																				
	024-Vehicle																				
Source of Funds:	Maintenance																				
Account Number:	Fuel Accts (2004)																				
Amount Budgeted:	\$0																				
Amount Requested:	\$281,962																				
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No																				

Exhibits: Ordinance, Exhibits A & B and Detail Information (Exhibit C)

SUMMARY & RECOMMENDATION

The City of La Porte City Council adopted the Fiscal Year 2021-22 Budget on September 13, 2021. Due to a grave public necessity and to meet an unusual and unforeseen condition that could not have been included in the original budget, Staff is requesting a budget amendment for FY 2021-22 in the amount of \$281,962 for fuel costs. Additional fuel funding is being requested in order to maintain the operation of the City.

The Summary of Funds, which is shown below, represents the original adopted budget, the amendments which Council previously approved to the FY 2021-22 Budget. (*denotes funds with current changes)

	FY 2022 Original Budget	FY 2022 Revised Budget (05/09/22)	Proposed FY 2022 Amended Budget	
General Fund	\$ 59,219,618	\$ 59,428,771	\$ 59,677,074	*
Grant Fund	11,869,023	11,869,023	11,869,023	
Street Maintenance Sales Tax Fund	1,703,000	1,703,000	1,703,000	
Emergency Services District Sales Tax Fund	1,495,463	1,495,463	1,495,463	
Hotel/Motel Occupancy Tax	1,032,682	1,032,682	1,032,682	
Economic Development Corporation	3,087,771	3,087,771	3,087,771	
Tax Increment Reinvestment Zone	3,642,980	3,642,980	3,642,980	
Utility	9,360,032	9,418,032	9,443,891	*
Airport	109,721	109,721	110,227	*

La Porte Area Water Authority	1,778,979	1,778,979	1,778,979
Motor Pool	4,080,493	4,080,493	4,087,787 *
Insurance Fund	9,333,698	9,333,698	9,333,698
Technology Fund	539,024	539,024	539,024
General Capital Improvement	3,705,823	3,705,823	3,705,823
Utility Capital Improvement	690,000	789,095	789,095
Sewer Rehabilitation Capital Improvement	350,000	350,000	350,000
Drainage Improvement Fund	1,976,520	1,976,520	1,976,520
2021 C/O Bond Fund	1,100,000	1,100,000	1,100,000
General Debt Service	5,027,196	5,027,196	5,027,196
Total of All Funds	\$120,102,023	\$120,468,271	\$120,750,233

ACTION REQUIRED BY CITY COUNCIL

Adopt ordinance 2022-3887 approving an amendment to the City's Fiscal Year 2021-22 Budget for a total of \$281,962 for additional fuel funding.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

ORDINANCE 2022-3887

AN ORDINANCE APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

WHEREAS, the Budget for the fiscal year October 1, 2021, through September 30, 2022, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on July 27, 2021, and a public hearing scheduled for September 13, 2021 was duly advertised and held, and said Budget was finally approved by ordinance on September 13, 2021;

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

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

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

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

SECTION 1. A grave public necessity exists and to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention, the Budget must be amended and revised with respect to those appropriations set forth in Exhibit C, attached hereto by reference and made part hereof. In support thereof, the City Council finds that additional expenditures are necessary for the following purposes: \$281,962.00, for funding of a contract with Sun Coast Resources for the delivery of bulk diesel fuel and unleaded gasoline. The procurement is necessary due to the substantial increase in fuel costs following adoption of the original budget. Such additional expenditures are more specifically described on Exhibit C.

SECTION 2: That the Budget for the City of La Porte, Texas, now before the said City Council for consideration, a complete copy of which is on file with the City Secretary and a summary of which is attached hereto by reference as Exhibit "A", is hereby amended as reflected on the amended budget summary document, attached hereto by reference as Exhibit "B", as the Budget for the said City of La Porte, Texas, for the period of October 1, 2021, through September 30, 2022.

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

SECTION 4. The amended and revised expenditures contained in the Budget, do not exceed the resources of each fund, as so amended and revised.

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

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

SECTION 7: The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 8: This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this the 23rd day of May 2022.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Lee Woodward, City Secretary

APPROVED AS TO FORM:

Clark T. Askins, Assistant City Attorney

EXHIBIT A
(ADOPTED BUDGET)

City of La Porte
Consolidated Summary of All Funds

	FY 21-22 Revenues	FY 21-22 Expenses
Governmental Fund Types:		
General Fund	\$ 55,730,612	\$ 59,219,618
Grant Fund	8,303,275	11,869,023
Street Maintenance Sales Tax	1,503,500	1,703,000
Emergency Services District	1,502,500	1,495,463
Hotel/Motel Occupancy Tax	652,000	1,032,682
Economic Development Corporat	3,009,000	3,087,771
Tax Increment Reinvestment	7,375,143	3,642,980
Total Governmental Types	<u>78,076,030</u>	<u>82,050,537</u>
Enterprise:		
Utility	8,256,000	9,360,032
Airport	59,500	109,721
La Porte Area Water Authority	1,969,354	1,778,979
Total Enterprise	<u>10,284,854</u>	<u>11,248,732</u>
Internal Service		
Motor Pool	4,275,738	4,080,493
Insurance Fund	10,320,731	9,333,698
Technology Fund	479,633	539,024
Total Internal Service	<u>15,076,102</u>	<u>13,953,215</u>
Capital Improvement:		
General	5,438,531	3,705,823
Utility	652,000	690,000
Sewer Rehabilitation	300,500	350,000
Drainage Improvement Fund	1,892,000	1,976,520
2021 Certificates of Obligation	-	1,100,000
Total Capital Improvement	<u>8,283,031</u>	<u>7,822,343</u>
Debt Service:		
General	<u>5,029,752</u>	<u>5,027,196</u>
Total Debt Service	<u>5,029,752</u>	<u>5,027,196</u>
Total All Funds	\$ 116,749,769	\$ 120,102,023

EXHIBIT B
(AMENDED BUDGET)

City of La Porte
Consolidated Summary of All Funds

	FY 21-22 Revenues	FY 21-22 Expenses
Governmental Fund Types:		
General Fund	\$ 55,730,612	\$ 59,677,074
Grant Fund	8,303,275	11,869,023
Street Maintenance Sales Tax	1,503,500	1,703,000
Emergency Services District	1,502,500	1,495,463
Hotel/Motel Occupancy Tax	652,000	1,032,682
Economic Development Corporat	3,009,000	3,087,771
Tax Increment Reinvestment	7,375,143	3,642,980
Total Governmental Types	78,076,030	82,507,993
Enterprise:		
Utility	8,256,000	9,443,891
Airport	59,500	110,227
La Porte Area Water Authority	1,969,354	1,778,979
Total Enterprise	10,284,854	11,333,097
Internal Service		
Motor Pool	4,275,738	4,087,787
Insurance Fund	10,320,731	9,333,698
Technology Fund	479,633	539,024
Total Internal Service	15,076,102	13,960,509
Capital Improvement:		
General	5,438,531	3,705,823
Utility	652,000	789,095
Sewer Rehabilitation	300,500	350,000
Drainage Improvement Fund	1,892,000	1,976,520
2021 Certificates of Obligation	-	1,100,000
Total Capital Improvement	8,283,031	7,921,438
Debt Service:		
General	5,029,752	5,027,196
Total Debt Service	5,029,752	5,027,196
Total All Funds	\$ 116,749,769	\$ 120,750,233

From: [Daeumer, Matt](#)
To: [Wolny, Shelley](#); [Dolby, Michael](#)
Subject: Budget Amendment for Fuel
Date: Tuesday, May 10, 2022 10:23:45 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Shelly,

Please raise the budget amendment for fuel to \$281,962. We had a conversation this morning and need to be safe. Let me know if you have any questions.

Thanks,

Matt



Matt Daeumer, MS, CPM |
Assistant City Manager
604 W. Fairmont | La Porte, TX 77571
O. 281-470-5012 | C. 281-898-0273
[website](#) | [map](#) | [email](#) | [f](#) [t](#) [i](#)

[Confidentiality Notice: This email communication may contain private, confidential, or legally privileged information intended for the sole use of the designated and/or duly authorized recipient(s). If you are not the intended recipient or have received this email in error, please notify the sender immediately by email or contact 281-470-5012 and permanently delete all copies of this email including all attachments without reading them. If you are the intended recipient, secure the contents in a manner that conforms to all applicable state and/or federal requirements related to privacy and confidentiality of such information.]

Exhibit C

Fuel Budget 22/23

Rev 1.1 4/26/22

<i>Fund</i>	<i>Department</i>	<i>21_22 6 Months Actual</i>	<i>21_22 Year</i>	<i>Estimated Use 21_22 Year</i>	<i>Budgeted Amount 21/22</i>
001	Facilities	\$ 8,449	\$ 16,898	\$ 19,095	\$ 11,219
001	Criminal Investigation	14,642	29,284	\$ 33,091	17,622
001	EMS	21,110	42,220	\$ 47,709	27,548
001	Engineering	217	434	\$ 490	310
001	EOC	959	1,918	\$ 2,167	1,603
001	Fire Prevention	4,741	9,482	\$ 10,715	3,784
001	Fire Suppression	15,970	31,940	\$ 36,092	20,502
001	Inspection	4,019	8,038	\$ 9,083	5,072
001	IT	266	532	\$ 601	350
001	Park Recreation	280	560	\$ 633	634
001	Park Maintenance	17,594	36,244	\$ 40,956	32,608
001	PD Administration	3,650	7,300	\$ 8,249	7,105
001	Police Auxiliary Services	6,764	13,528	\$ 15,287	9,755
001	Police Department Patrol	83,619	167,238	\$ 189,278	115,852
001	Public Works	2,197	4,394	\$ 4,965	2,734
001	Solid Waste	71,638	143,276	\$ 161,976	112,417
001	Special Services	2,321	4,642	\$ 5,245	4,925
001	Streets	34,666	71,412	\$ 80,696	51,409
001	Golf	10,365	20,730	\$ 23,425	16,000
	General Fund	303,467	610,070	689,752	441,449
002	Customer Service	7,009	14,018	\$ 15,840	10,543
002	Water Production	7,073	14,146	\$ 15,985	10,928
002	Water Distribution	9,541	19,082	\$ 21,563	18,258
002	Waste Water Collection	11,864	23,728	\$ 26,813	21,126
002	Waste Water Treatment	6,074	12,148	\$ 13,727	7,214
	Utility Fund	41,561	83,122	93,928	68,069
010	Airport	616	2,652	\$ 2,997	2,491
024	Equipment Services	5,895	11,790	\$ 13,323	6,029
Total Fuel Cost		\$ 351,539	\$ 707,634	\$ 800,000	\$ 518,038

\$ 800,000.00 *estimated expenditure*

\$ 518,038.00 *FY 22 budget*

difference \$ 281,962.00



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 23, 2022</u>	Appropriation
Requested By: <u>Matt Hartleib</u>	Source of Funds: _____
Department: <u>Admin - HR</u>	Account Number: _____
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>0.00</u>
	Amount Requested: <u>0.00</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Proposed Sign-on Bonus Program

SUMMARY & RECOMMENDATION

As the City continues efforts to recruit and retain talented employees, staff would like to expand the options available in our total compensation value proposition. Our turnover rates currently remain below industry averages. Our recruiting efforts for many positions are successful. We generate a viable pool of qualified candidates from which to choose. There are some positions however where we have begun to encounter challenges. Specifically, it is becoming increasingly difficult to recruit experienced qualified candidates for skilled labor positions. For example, the current open positions include:

- Public Improvement Inspector – 4 months
- Mechanic – 7 months
- Senior Utility Maintenance operator – 12 months

In a recent survey conducted by Emerging Local Government Leaders (ELGL), 35% of respondents listed “skilled labor” as hard to fill. This was the most frequently identified group of positions. Additionally, specialized professional positions with diminishing talent pools of experienced qualified candidates are becoming challenging from a recruiting perspective.

Several options to enhance our recruiting efforts for these positions have been discussed by HR and City Management staff. HR has conducted market research to learn more about what other cities are doing. As a result of those actions, staff believes a sign-on bonus program would be beneficial. A primary benefit of a sign-on bonus option is that it enhances the offer package without adding recurring costs.

Staff is requesting to initiate a pilot program in the current fiscal year for sign-on bonuses. The program will focus on difficult to fill positions including skilled trade roles like mechanics, building inspectors, higher level utility operators, and engineering. Funding for any sign-on bonus during the pilot program will come from departmental salary savings as a result of vacancies. During the pilot program, total bonus amounts

of \$3,000 will be utilized with the employee receiving half on their first check and half after successfully completing their six month introductory employment period. A repayment agreement will be utilized requiring payback of the bonus amount received should the employee voluntarily terminate their employment. If the employee voluntarily ends their employment within 12 months of their start date, 100% payback is expected. If the employee voluntarily ends their employment between 12-24 months of their start date, 50% payback is expected.

If the program proves beneficial, specific program funds may be requested for future budget years and amendments to relevant policies will be proposed.

ACTION REQUIRED BY CITY COUNCIL

Presentation, discussion, and possible action on a proposed pilot program of sign-on bonuses for difficult to full positions.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

SIGN-ON BONUS PILOT PROGRAM

MATT HARTLEIB, HR MANAGER



CURRENT ENVIRONMENT



- As the economy recovers and adjusts post-COVID, recruiting has become more challenging.
- The market for experienced skilled labor employees is especially tight.
 - Building Inspectors – we hire and train
 - Senior Utility Maintenance Operator – vacant for over 12 months
 - Mechanic – vacant for over 7 months
 - Public Improvement Inspector – 4 months

PROGRAM PURPOSE



- To enhance our ability to attract highly qualified candidates for employment with the City
- To responsibly supplement our total compensation package

PROGRAM OVERVIEW



- Focus on difficult to fill positions. Determined by time to fill, urgency to fill, or existing knowledge of competitive market.
- Selected positions would be advertised with a \$3,000 sign on bonus to be paid in two installments. One at time of hire and one after the employee successfully completes their introductory employment period.
- Sign-on bonuses would be accompanied by an executed repayment agreement that would require 100% repayment if the employee voluntarily leaves within 12 months of hire or 50% repayment if they voluntarily leave within 24 months.

PROGRAM FUNDING



- During the pilot program in the current fiscal year, funding would come from salary savings realized through vacant positions within the department.
- If the program proves successful, dedicated funding would be included in the proposed budget.
- No additional funding is being requested at this time.

WHAT ARE OTHERS DOING?



- Webster – Police only. \$2500 after FTO completion. \$2500 after one year of service.
- Seabrook – Police only. \$1250 after FTO completion. \$1250 after completion of probationary period.
- Baytown – variety of positons:
 - Firefighter/Paramedics \$6,000
 - Police \$1,500
 - Assistant Superintendent Water/Wastewater - \$1,500
 - Planning Manager \$2,500
 - Assistant Director of PW and Engineering \$10,000

POTENTIAL LA PORTE POSITIONS CURRENTLY POSTED



- Senior Utility Maintenance Operator
- Mechanic
- Public Improvement Inspector
- City Engineer
- Deputy Tax Collector

QUESTIONS

Matt Hartleib

HR Manager





REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 23, 2022

Requested By: Matt Daeumer, Asst City Mgr.

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: CIP 1st & 2nd Quarter FY 2021-22 Update

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

The City's fiscal year runs October 1st through September 30th. Attached is the City of La Porte's Capital Improvement Plan (CIP) program for the first and second quarter of fiscal year 2021-22 for you to review.

The attached CIP Update includes several documents:

- Spreadsheet summary listing all outstanding Capital Projects as of October 1, 2021, with activity through March 31, 2022. This spreadsheet is broken down between the different types of Capital Projects:
 - SEW – Sewer Projects
 - AI – Airport Projects
 - DR – Drainage Projects
 - EMS – EMS Project
 - F216 – F216 Drainage Project
 - FD – Fire Department Project
 - UTL – Utility Projects
 - GEN – General CIP Projects
 - GC – Golf Course Projects
 - AD – Administration Projects
 - MSTR – M Street Projects (TIRZ)
 - SM – Street Maintenance Projects
 - PR – Parks & Recreation Projects
 - PW – Public Works Projects
 - STR – Street Projects
 - CLFR – Grant Projects
 - PD – Police Projects
- Individual Project sheets, which include: 1) project number & name; 2) account number; 3) funding summary by fiscal year for budget, expenditures, encumbrances and remaining budget; 4) project description; and 5) narrative of quarter activity including any photos or diagrams.

The City of La Porte prior to FY 2021-22 had budgeted \$66.2 million for capital projects city-wide. In FY 2021-22, the City Council allocated \$19.2 million for capital projects,

which brought the total budget for the CIP program to \$85.4 million. Project to-date, the City has spent \$29.5 million on the CIP programed projects included in this update. As of March 31, 2022, the remaining budget to spend on these projects was \$55.9 million. Below is a summary of the City of La Porte CIP program by CIP Type.

CIP Type	Budget Thru FY21	FY 2021-22 Budget	Total Budget	Project To-Date Spent	Budget Balance
Administration	\$102,909	\$881,990	\$984,899	\$1,677	\$983,222
Drainage	\$13,880,000	\$5,667,215	\$19,547,215	\$432,402	\$19,114,814
EMS	\$683,000	\$500,000	\$1,183,000	\$1,075,834	\$107,166
F216 Phase II & III	\$2,560,864	\$0	\$2,560,864	\$1,374,668	\$1,186,196
Fire Field	\$1,200,000	\$0	\$1,200,000	\$9,500	\$1,190,500
Golf Course	\$797,000	\$0	\$797,000	\$170,405	\$626,595
General CIP	\$6,441,432	\$430,000	\$6,871,432	\$5,380,971	\$1,490,461
M Street TIRZ	\$1,500,000	\$0	\$1,500,000	\$0	\$1,500,000
Police Dept.	\$0	\$646,886	\$646,886	\$271,694	\$375,192
Parks & Rec	\$7,463,988	\$1,457,947	\$8,921,935	\$4,498,632	\$4,423,303
Public Works	\$23,050,025	\$1,101,000	\$24,151,025	\$8,235,136	\$15,915,889
Grant Projects (CLFRF)	\$0	\$6,966,000	\$6,966,000	\$6,288	\$6,959,712
Sewer	\$0	\$350,000	\$350,000	\$340,290	\$9,710
Street Maint.	864,840	\$858,000	\$1,722,840	\$999,940	\$722,900
Street	\$5,302,000	\$0	\$5,302,000	\$4,828,991	\$473,009
Utility	\$2,379,046	\$385,000	\$2,764,046	\$2,242,927	\$521,119
TOTAL	\$66,225,104	\$19,244,038	\$85,469,142	\$29,869,354	\$55,599,788

The CIP 1st and 2nd Quarter for Fiscal Year 2021-22 Update document is attached to provide City Council with more detail concerning the City's CIP program. Staff will be available to answer any questions City Council may have concerning specific CIP Projects. Additionally, staff welcomes any feedback on future formatting and/or added detail needed for the quarterly CIP updates.

ACTION REQUIRED BY CITY COUNCIL

Present 1st and 2nd Quarter CIP Reports to City Council.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

List of Outstanding Capital Projects as of October 1, 2021 - With activity through March 31, 2022

					Budget			Expenditures				Balance
				Project	Budget thru			Actual thru	Actual	Encumbrances	Project	Budget
	Proj Num	Project Description	Fund	Leader	FY 20-21	FY 21-22	Total	FY 20-21	FY 21-22	FY 21-22	to Date	FY 21-22
	AD0005	Digital Sign Project - Phase II (H/M Funded)	015	Morales	-	90,000	90,000	-	1,677	-	1,677	88,323
	AD0006	City Hall Conference Room Expansion - <i>on hold</i>	015	Miller	48,919	-	48,919	-	-	-	-	48,919
	AD0008	Bus Covers (EDC Funded)	015	Daeumer	12,000	-	12,000	-	-	-	-	12,000
	AD0009	Election Equipment (Year 2 of 3)	015	Woodward	41,990	41,990	83,980	-	-	-	-	83,980
	AD0010	Wayfinding Signage (H/M Funded)	015	Morales	-	250,000	250,000	-	-	-	-	250,000
	AD0011	Downtown Lighting Enhancements (EDC Funded)	015	Daeumer	-	150,000	150,000	-	-	-	-	150,000
	AD0012	Signage Project - Phase I (EDC Funded)	015	Morales	-	350,000	350,000	-	-	-	-	350,000
		Administration Total			102,909	881,990	984,899	-	1,677	-	1,677	983,222
	DR0001	TV Insprection of Storm Sewer System	019	Mayo	120,000	20,000	140,000	72,440	-	20,000	92,440	47,560
	DR0004	Drainage Materials (in-house)	019	Mayo	270,000	-	270,000	69,791	14,830	-	84,621	185,379
	DR0006	Brookqlen Drainage - Design & Construction (HMGP)	015/019/032	Mayo	5,775,000	3,000,000	8,775,000	-	-	-	-	8,775,000
	DR0007	Bayside Terrace Drainage Improvements Design (HMGP)	003/015/019/033/032	Mayo	4,300,000	2,647,215	6,947,215	225,710	-	29,631	255,341	6,691,875
	DR0008	F101 Lomax Drainage Improvements Design (HMGP)	015/019/032	Mayo	3,350,000	-	3,350,000	-	-	-	-	3,350,000
	DR0009	Batleground Estates Drainage Improvements Design	019	Mayo	65,000	-	65,000	-	-	-	-	65,000
		Drainage Total			13,880,000	5,667,215	19,547,215	367,941	14,830	49,631	432,402	19,114,814
	EMS001	EMS Headquarter Expansion	015	Mayo	683,000	500,000	1,183,000	81,259	116,379	878,196	1,075,834	107,166
		EMS Total			683,000	500,000	1,183,000	81,259	116,379	878,196	1,075,834	107,166
	F216	F216 Phase II & III - Little Cedar Bayou Drainage	015/019/032/050	Mayo	2,560,864	-	2,560,864	934,478	8,745	431,445	1,374,668	1,186,196
	FD0002	Fire Field Propane Project	015	Gifford	1,200,000	-	1,200,000	9,500	-	-	9,500	1,190,500
	GC0003	Clubhouse Repairs	015	Stoker	28,000	-	28,000	20,700	-	-	20,700	7,300
	GC0004	Golf Course Land Improvements -	015	Stoker	169,000	-	169,000	-	-	100,250	100,250	68,750
	GC0005	Golf Course Infrastructure (EDC Funded)	015	Stoker	600,000	-	600,000	-	49,455	-	49,455	550,545
		Golf Course Total			797,000	-	769,000	-	49,455	100,250	149,705	619,295
	GEN620	Dr. Martin Luther King, Jr. Park Replacement	015	Miller	95,000	-	95,000	71,050	2,328	-	73,378	21,622
	GEN641	SunGard ONE Solution - Phase I	015	Dolby	50,000	-	50,000	28,938	-	-	28,938	21,062
	GEN656	Emergency Prepardness/Generators	015	Mayo	2,400,000	-	2,400,000	2,194,394	1,400	-	2,195,794	204,206
	GEN661	Golf Course Fairway Upgrade	015	Stoker	170,000	-	170,000	133,373	-	-	133,373	36,627

List of Outstanding Capital Projects as of October 1, 2021 - With activity through March 31, 2022

					Budget			Expenditures			Balance	
				Project	Budget thru			Actual thru	Actual	Encumbrances	Project	Budget
	Proj Num	Project Description	Fund	Leader	FY 20-21	FY 21-22	Total	FY 20-21	FY 21-22	FY 21-22	to Date	FY 21-22
	GEN671	Infill Sidewalk	015	Mayo	283,000	60,000	343,000	183,109	-	-	183,109	159,891
	GEN675	Community Coop Projects	015	Daeumer	60,000	30,000	90,000	9,161	5,000	-	14,161	75,839
*	GEN683	Concrete Repair Slab Jacking	033	Mayo	-	40,000	40,000	-	10,430	33,238	43,668	(3,668)
	GEN684	Concrete Repair (Small Sections)	033	Mayo	1,450,000	100,000	1,550,000	683,816	176,470	130,254	990,539	559,461
	GEN693	City Hall Renovations - on hold	015	Miller	75,763	-	75,763	58,986	-	-	58,986	16,777
	GEN927	Handicap Ramp/sidewalks	033	Mayo	1,450,000	100,000	1,550,000	805,367	529,986	71,010	1,406,363	143,637
	GEN993	Enhancement Grants	015	Daeumer	407,669	100,000	507,669	252,662	-	-	252,662	255,007
		General Total			6,441,432	430,000	6,871,432	4,420,856	725,614	234,502	5,380,971	1,490,461
	MSTR	M Street - TIRZ Project	015	Mayo	1,500,000	-	1,500,000	-	-	-	-	1,500,000
	PD0001	Body Cameras/Mobile Video Equipment (Year 1 of 5)	015	Deardorff	-	232,000	232,000	-	229,144	-	229,144	2,856
	PD0002	CAD/RMS System Replacement (Year 1 of 2 Funding)	015	Deardorff	-	314,711	314,711	-	-	-	-	314,711
	PD0003	Audio-Visual System Replacement PD Training Room	015	Deardorff	-	35,175	35,175	-	-	-	-	35,175
	PD0004	Kitchen Upgrades to PD	015	Deardorff	-	65,000	65,000	-	42,550	-	42,550	22,450
		Police Department Total			-	646,886	646,886	-	271,694	-	271,694	375,192
C	PR0006	Northwest Pool Improvements	015	Miller	905,435	-	905,435	881,213	-	-	881,213	24,222
	PR0007	Wave Pool Renovation (Year 2)	015	Miller	1,160,000	-	1,160,000	514,559	-	-	514,559	645,441
	PR0008	Design Services for Recreation Center Expansion	015	Miller	3,202,152	-	3,202,152	316,797	-	11,426	328,223	2,873,929
	PR0011	Broadway Trail Lighting - Phase II (\$390,156 - EDC Funded)	015	Miller	480,700	429,172	909,872	382,580	100,000	326,825	809,405	100,467
	PR0012	Park Lighting Project (Year 1 - Northwest Park)	015	Miller	523,950	-	523,950	285,900	115,131	25,563	426,594	97,356
	PR0014	San Jacinto Pool	015	Miller	456,006	-	456,006	410,572	-	17,475	428,047	27,959
	PR0016	Park Light Project - Little Cedar Bayou	015	Miller	389,445	-	389,445	-	184,000	119,000	303,000	86,445
	PR0017	Fairmont Park West Splash Pad (\$200,000- EDC Funded)	015	Miller	291,300	400,000	691,300	70,310	-	535,489	605,799	85,501
	PR0019	14th Street Playground Equipment (EDC Funded)	015	Miller	55,000	-	55,000	40,952	7,649	4,874	53,475	1,525
	PR0021	Fairmont Park Dog Park (EDC Funded)	015	Miller	-	212,275	212,275	-	30,200	644	30,844	181,431
	PR0022	Fairmont Park Shade Structures (EDC Funded)	015	Miller	-	52,600	52,600	-	-	52,600	52,600	-
	PR0023	laser Grade Pecan Park	015	Miller	-	70,400	70,400	-	64,873	-	64,873	5,527
	PR0024	Pecan Park Fence Fabric	015	Miller	-	93,500	93,500	-	-	-	-	93,500
	PR0025	Community Fences	015	Miller	-	200,000	200,000	-	-	-	-	200,000
		Parks & Recreation Total			7,463,988	1,457,947	8,921,935	2,902,883	501,853	1,093,896	4,433,759	4,423,303
	PW0009	Coupland Drive Improvements	019/033/051	Mayo	1,310,000	-	1,310,000	156,493	1,185	29,169	186,847	1,123,153
	PW0012	Lomax Lift Station Consolidation	051/052	Mayo	10,195,000	-	10,195,000	891,638	218,603	136,222	1,246,463	8,948,537

List of Outstanding Capital Projects as of October 1, 2021 - With activity through March 31, 2022

					Budget			Expenditures			Balance	
				Project	Budget thru			Actual thru	Actual	Encumbrances	Project	Budget
	Proj Num	Project Description	Fund	Leader	FY 20-21	FY 21-22	Total	FY 20-21	FY 21-22	FY 21-22	to Date	FY 21-22
	PW0015	Restroom/Pavilion at Five Points	015	Mayo	1,144,165	-	1,144,165	430,192	92,165	510,470	1,032,827	111,338
	PW0016	Parking Spaces at Pecan Park	015	Mayo	350,000	-	350,000	344,199	-	-	344,199	5,801
C	PW0017	Fairmont Parkway Signalization Project	015	Mayo	1,500,000	-	1,500,000	-	1,000,000	-	1,000,000	500,000
	PW0020	Fencing on Spencer Highway	015	Mayo	1,240,400	-	1,240,400	455,985	3,645	41,418	501,048	739,352
	PW0023	Commercial Water Meter Replacement	003	Mayo	145,000	-	145,000	50,984	-	-	50,984	94,016
	PW0027	Design for Drainage Improvements (6th St/N Madison & W. Main)	051/032	Mayo	400,000	-	400,000	210,245	7,711	5,401	223,357	176,643
	PW0028	Design Somerton Improvements	003/015/050/051	Mayo	2,350,000	-	2,350,000	1,278,468	-	-	1,278,468	1,071,532
	PW0032	Construct N. 6th/Main to Tyler and Main St Drainage	003/050	Mayo	990,000	-	990,000	196,144	172,870	287,871	656,885	333,115
C	PW0033	Hillridge Pump Station Construction Phase 1	003	Mayo	1,235,460	-	1,235,460	1,066,217	1,983	22,860	1,091,060	144,400
	PW0034	Aerial Crossings	003	Mayo	240,000	-	240,000	77,182	1,913	3,463	82,557	157,443
	PW0046	Pumps & Equipment Replacement	003	Mayo	150,000	50,000	200,000	20,552	-	-	20,552	179,448
	PW0047	25th Street Water Plant Generator (HMGP)	032	Mayo	-	215,000	215,000	-	-	-	-	215,000
	PW0048	Lift Station 40 (HMGP)	032	Mayo	-	120,000	120,000	-	-	-	-	120,000
C	PW0053	Replace Main Lift Pump 1 & 2	003	Mayo	120,000	-	120,000	-	95,992	-	95,992	24,008
	PW0054	Copper Limit Study	003	Mayo	100,000	-	100,000	-	44,150	6,850	51,000	49,000
	PW0056	Replace Belt Press 1	003	Mayo	450,000	-	450,000	-	186,894	-	186,894	263,106
	PW0059	Public Works Facility Design	015	Mayo	750,000	-	750,000	-	-	-	-	750,000
	PW0060	Pecan Park Parking Lot (pecan Park Improvement Project)	015/032	Mayo	350,000	623,000	973,000	-	30,620	125,383	156,003	816,997
	PW0061	Plant 9 Ground Storage Tank Replacement	003	Mayo	30,000	-	30,000	15,000	-	15,000	30,000	-
	PW0062	City Logo at Fairmont Parkway & Wharton Weems	015	Mayo	-	93,000	93,000	-	-	-	-	93,000
		Public Works Total			23,050,025	1,101,000	24,151,025	5,193,299	1,857,731	1,184,106	8,235,136	15,915,889
	CLFRF1	Main Sewer Rehabilitation	032	Mayo	-	700,000	700,000	-	-	-	-	700,000
	CLFRF2	Lift Station Improvements	032	Mayo	-	35,000	35,000	-	-	6,288	6,288	28,712
	CLFRF3	Belt Press Rehabilitation	032	Mayo	-	200,000	200,000	-	-	-	-	200,000
	CLFRF4	Freeze Proof Pressure Monitors	032	Mayo	-	35,000	35,000	-	-	-	-	35,000
	CLFRF5	Ground Tank Replacement	032	Mayo	-	300,000	300,000	-	-	-	-	300,000
	CLFRF6	Lift Station Pump Replacement	032	Mayo	-	100,000	100,000	-	-	-	-	100,000
	CLFRF7	Chlorine & S02 Valve Replacement	032	Mayo	-	52,000	52,000	-	-	-	-	52,000
	CLFRF8	Replace Blower	032	Mayo	-	105,000	105,000	-	-	-	-	105,000
	CLFRF9	Rehabilitation Lift Station	032	Mayo	-	220,000	220,000	-	-	-	-	220,000
	CLFR10	Chlorine Safety Valves	032	Mayo	-	54,000	54,000	-	-	-	-	54,000
	CLFR11	F216 Phase III	032	Mayo	-	1,500,000	1,500,000	-	-	-	-	1,500,000
	CLFR12	Battledground Estates	032	Mayo	-	150,000	150,000	-	-	-	-	150,000

[illegible]

AD0005 – Digital Sign Project – Phase II (H/M Funded)

Account Number:	0156054-510			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 90,000	\$ 1,677	\$ -	
Total	<u>\$ 90,000</u>	<u>\$ 1,677</u>	<u>\$ -</u>	<u>\$ 88,323</u>

PROJECT DESCRIPTION

This project will upgrade six (6) of the original signs to digital roadway signs. While these signs can be used for emergency situations (Ex: Shelter in Place, Flash Flood Warning, Tornado Warning, Mandatory Evacuation Order, etc.), they can primarily be used for day-to-day community messaging. This will allow the City to promote various City events and activities along roadways throughout La Porte

Future Operating Impact: Anticipate minimal utility and maintenance cost

FIRST QUARTER FY 21-22

Updated quotes have been received and are under review by Staff. Council presentation expected mid-February.

SECOND QUARTER FY 21-22

Currently reviewing options for new vendor that is under contract. Design has been finalized and reviewed by Council.

AD0006 – City Hall Conference Room Expansion

Account Number: 0150156060-510

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 19-20	48,919	-	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 48,919</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 48,919</u>

PROJECT DESCRIPTION

This project is to create additional space in the conference room across from the City Manager's Suite and to add four additional office spaces in the Planning hallway. There is limited availability to have large group meetings in City Hall. Twice a month, the City Manager's Office has executive staff meetings that are required to be held at Fire Station #1 due to limited space within City Hall. Additionally, on Tuesday pre-development meetings, the space within City Hall continues to be a problem with standing room only and not enough space for all needed staff to attend the meeting. Based on the current layout of City Hall the best option was to double the conference room space in the conference room across from the City Manager's suite and then remove the cubicle area along the Planning hallway and convert those to four (4) office spaces.

FIRST QUARTER FY 21-22

Project has been placed on HOLD while decisions concerning a New City Hall are finalized.

AD0008 – Bus Covers (EDC Funded)

Account Number: 0159892-675

Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	\$ 12,000	\$ -	\$ -	
Fiscal Year 21-22	-	-	-	
 Total	 <u>\$ 12,000</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 12,000</u>

PROJECT DESCRIPTION

This project is funded by the EDC and includes eight bus covers.

Future Operating Impact: None.

FIRST QUARTER FY 21-22

The bid has just been awarded in the Spencer Wall Project on the Southside of Spencer. The additional bus covering will continue to be on hold.

SECOND QUARTER FY 21-22

There are no additional updates for fourth quarter.

AD0009 – Election Equipment (Year 2 of 3)

Account Number:	0156067-510				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 20-21	\$	41,990	\$ -	\$ -	
Fiscal Year 21-22		41,990	-	-	
Total	\$	<u>83,980</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 83,980</u>

PROJECT DESCRIPTION

In preparation for the replacement of the election equipment, \$41,990 will be set aside in FY20-21, FY 21-22, and 22-23. The equipment has been working well and received maintenance in January 2020, but is aging, is not intuitive, and does not provide voters a copy of their votes as recorded, which was a national trend when this project was proposed, but in summer 2021 became a requirement to have by November 2026. Every Legislative session brings the chance that there will be requirements for upgrades. LPISD indicated in spring 2021 that they are open to contributing to equipment purchases when necessary, as they own the equipment equally with the City and will pay half of the replacement costs.

Future Operating Impact: Anticipated minimal maintenance costs as well as unknown market price increases following the state's 2021 requirement for new equipment by 2026.

FIRST QUARTER FY 21-22

No activity anticipated until new equipment purchase is made. Not anticipated in 2022.

SECOND QUARTER FY 21-22

No activity anticipated until new equipment purchase is made. Not anticipated in 2022.

AD0010 – Wayfinding Signage (H/M Funded)

Account Number:	0156054-510			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 250,000	\$ -	\$ -	
Total	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 250,000</u>

PROJECT DESCRIPTION

The goal of this project is to create a unique and consistent branding campaign through the use of strategically placed signage throughout La Porte to better communicate with residents and visitors.

Future Operating Impact: Anticipate minimal utility and maintenance cost

FIRST QUARTER FY 21-22

Updated quotes have been received and are under review by Staff. Council presentation expected mid-February.

SECOND QUARTER FY 21-22

Currently reviewing options for new vendor that is under contract. Design has been finalized and reviewed by Council.

AD0011 – Downtown Lighting Enhancement (EDC Funded)

Account Number:	0016060-510				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22		\$ 150,000	\$ -	\$ -	
Total		<u>\$ 150,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 150,000</u>

PROJECT DESCRIPTION

This project is funded by the EDC and includes eight bus covers.

Future Operating Impact: None.

FIRST QUARTER FY 21-22

There are no additional updates for first quarter.

SECOND QUARTER FY 21-22

There are no additional updates for second quarter.

AD0012 – Signage Project – Phase I (EDC Funded)

Account Number:	0156054-510			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 350,000	\$ -	\$ -	
Total	<u>\$ 350,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 350,000</u>

PROJECT DESCRIPTION

The project was an effort to enhance existing signage to allow for both community and emergency announcements. The signs will primarily be used to promote City events and programs, but can be activated with warning information during an emergency.

Future Operating Impact: Anticipate minimal utility and maintenance cost

FIRST QUARTER FY 21-22

Updated quotes have been received and are under review by Staff. Council presentation expected mid-February.

SECOND QUARTER FY 21-22

Currently reviewing options for new vendor that is under contract. Design has been finalized and reviewed by Council.

DR0001 – TV Inspection of Storm Sewer System

Account Number: 0199881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 20,000	\$ 23,029	\$ -	
Fiscal Year 17-18	20,000	1,286	-	
Fiscal Year 18-19	20,000	16,356	-	
Fiscal Year 19-20	30,000	13,428	-	
Fiscal Year 20-21	30,000	18,341	-	
Fiscal Year 21-22	20,000	-	20,000	
Total	<u>\$ 140,000</u>	<u>\$ 72,440</u>	<u>\$ 20,000</u>	<u>\$ 47,560</u>

PROJECT DESCRIPTION

This project will fund the continuation of a program initiated in mid-FY13. The goal is to inspect and video the entire city storm sewer system over a 5-year time frame. The funding is to be utilized for contract inspection and video.

Future Operating Impact: This is a preventive program in efforts reduce the cost of future repairs and/or maintenance.

FIRST QUARTER FY 21-22

No Activity this quarter.

SECOND QUARTER FY 21-22

AAA Flexible Pipe is evaluating all pipe within SummerWinds Subdivision. Project is 70% complete.

DR0004 – Drainage Materials (in-house)

Account Number: 0199881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 17-18	\$ 60,000	\$ 18,593	\$ -	
Fiscal Year 18-19	60,000	45,695	-	
Fiscal Year 19-20	75,000	5,503	-	
Fiscal Year 20-21	75,000	-	-	
Fiscal Year 21-22	-	14,830	-	
Total	<u>\$ 270,000</u>	<u>\$ 84,621</u>	<u>\$ -</u>	<u>\$ 185,379</u>

PROJECT DESCRIPTION

This project funds the purchase of materials for in-house drainage work.

Future Operating Impact: None

FIRST QUARTER FY 21-22

No activity this quarter.

SECOND QUARTER FY 21-22

Six repairs locations near Northwest Park – 2 locations of repairs north of Fairmont Parkway on Big Island Slough.



DR0006 – Brookglen Drainage – Design and Construction (HMGP) – City’s Grant Match

Account Number:	015/0199881-690				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 18-19		275,000	\$ -	\$ -	
Fiscal Year 19-20		4,000,000	-	-	
Fiscal Year 20-21		1,500,000	-	-	
Fiscal Year 21-22		3,000,000	-	-	
Total		<u>8,775,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,775,000</u>

PROJECT DESCRIPTION

This project will design and construct drainage improvements to mitigate the effect of flooding in the Brookglen subdivision. The total project estimated at \$4,000,000. This project is being pre-funded with \$1,000,000 budgeted within Fund 015(FY19). The remaining \$1,500,000 is anticipated to be included with the FY22 budget to complete the project funding. This project will be submitted to receive approval for grant funds within FY20 for the total project cost.

Future Operating Impact: Improvements to drainage system and neighborhood streets.

FIRST QUARTER FY 21-22

No activity this quarter. HCFCD committed to constructing detention ponds on buyout lots within the subdivision, so the project scope was revised to make street and drainage improvements throughout the southern section of the neighborhood. The new estimated OPC is \$11,940,009.88. Harris County agreed to provide partnership funds in the amount of \$2,900,023.28 (ref. ILA/HCFCD Agreement #2002-102). Received notification from TxGLO informing City of pending \$4,000,000 grant award. City is expected to provide remaining \$5,041,217.54 to fully fund the project.

SECOND QUARTER FY 21-22

No activity this quarter. Received executed contract from TxGLO for \$4,000,000 grant award.

**DR0007 – Bayside Terrace Drainage Improvement – Design and Construction
(HMGP) – City’s Grant Match**

Account Number: 003/015/019/032/0339881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 18-19	100,000	\$ -	\$ -	
Fiscal Year 19-20	2,200,000	85,459	-	
Fiscal Year 20-21	2,000,000	140,251	-	
Fiscal Year 21-22	2,647,215	-	29,631	
Total	<u>6,947,215</u>	<u>\$ 225,710</u>	<u>\$ 29,631</u>	<u>\$ 6,691,874</u>

PROJECT DESCRIPTION

This project will design and construct the needed improvements to redirect, provide adequate capacity and improve drainage in the Bayside Terrace Subdivision. Total cost for this project is estimated at \$6,947,215; year two of two year funding. Additional funds to be provided by Fund 003 (155,000), 019 (\$356,520), 033 (\$400,000) and 032 (\$1,735,695).

Future Operating Impact: None

FIRST QUARTER FY 21-22

Staff coordinated with residents to obtain feedback related to anticipated landscaping-related construction conflicts. The design is being reviewed/revised in attempt to reduce the impact to existing trees.

SECOND QUARTER FY 21-22

Consultant revised the roadway design and utility layout to reduce the impact to existing landscaping. 100% bid-ready submittal is anticipated for staff review in mid-April. Staff is coordinated with Bayside Terrace Civic Club to outline the terms of an easement through the Civic Club’s park.

DR0008 – F-101 Lomax Drainage Improvements - Design

Account Number: 015/019/0329881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 18-19	\$ 150,000	\$ -	\$ -	
Fiscal Year 19-20	3,200,000	-	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 3,350,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,350,000</u>

PROJECT DESCRIPTION

This project designs the improvements identified by the feasibility study conducted in 2018 by KSA Engineers related to drainage improvements located in Lomax along F-101. Total project cost estimated at \$3,200,000.

Future Operating Impact: None

FIRST QUARTER FY 21-22

No activity this quarter. HCFCD is leading the efforts on this project. HCFCD has completed PER and is currently negotiating a professional services agreement with a design engineer to begin final design efforts. Final design efforts are expected to begin late March or early April 2022.

SECOND QUARTER FY 21-22

No activity this quarter. HCFCD scheduled a project update meeting, with City staff, for April 13th.

DR0009 – Battleground Estates Drainage Improvements Design

Account Number: 0199881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 18-19	\$ 65,000	\$ -	\$ -	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 65,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 65,000</u>

PROJECT DESCRIPTION

The drainage improvement project is focused on the Lomax Area north of "P" Street. Mitigation efforts include adjustments to existing roadside ditches, increasing culvert sizes and drainage channel improvements.

Future Operating Impact: None

FIRST QUARTER FY 21-22

No activity this quarter. Project identified as potential opportunity to utilize ARPA funding.

SECOND QUARTER FY 21-22

No activity this quarter. Awaiting 2nd ARPA distribution.

EMS001 – EMS Headquarter Expansion

Account Number: 0155059-522

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 19-20	583,000	48,757	-	
Fiscal Year 20-21	100,000	32,502	-	
Fiscal Year 21-22	500,000	116,379	878,196	
Total	<u>\$ 1,183,000</u>	<u>\$ 197,639</u>	<u>\$ 878,196</u>	<u>\$ 107,166</u>

PROJECT DESCRIPTION

EMS Headquarters located at 10428 Spencer Highway was renovated in 2007 to house EMS operations. EMS Headquarters is in need of expanding and remodeling in order to address an outdated co-ed dormitory design and the lack of any training room area for paramedics to train.

FIRST QUARTER FY 21-22

Project has been awarded to Tucon Construction. Anticipated completion November 2022.

SECOND QUARTER FY 21-22

Project is on schedule. Parking lot has been poured and the building foundation is now being prepared to be poured.



F216 – Phase 2 & 3 – Little Cedar Bayou Drainage

Account Number: 015019/032/0509892-530

	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 12-13	\$ 1,500,000	\$ 34,180	\$ -	
Fiscal Year 13-14	-	345	-	
Fiscal Year 14-15	-	(1,845)	-	
Fiscal Year 15-16	-	175,404	-	
Fiscal Year 16-17	35,864	196,372	-	
Fiscal Year 17-18	-	56,868	-	
Fiscal Year 18-19	825,000	447,564	-	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	200,000	25,590	-	
Fiscal Year 21-22	-	8,745.00	431,445	
Total	<u>\$ 2,560,864</u>	<u>\$ 943,223</u>	<u>\$ 431,445</u>	<u>\$ 1,186,196</u>

PROJECT DESCRIPTION

This CDBG Ike grant funded project (round 2.1) will provide for the second phase of the Little Cedar Bayou drainage improvements. Phase I was completed in 2011 and included a 28 acre regional detention basin south of W. Main Street. Phase II consists of 1.3 miles of bayou widening between W. Main and Sens Road. While the entire project is not contemplated in the upcoming budget, the project scope will be derived from the 1.5 million of funds available from the grant. The current scope will provide engineering of the entire project as well as acquisition and construction of approximately 1000 linear feet working northward from W. Main Street. Tree mitigation survivability contract signed for environmental clearance to proceed with ROW acquisition.

Phase III – This project will fund construction of Phase III of Little Cedar Bayou Drainage improvements, from Madison Street to Sens Road, including a drainage analysis to evaluate potential improvements to mitigate flooding along H Street.

Future Operating Impact: Improve Storm water Drainage system in Northwest La Porte

FIRST QUARTER FY 21-22

No activity this quarter. Consultant's modeling efforts were delayed while staff negotiated ILA with HCFCD. HCFCD has committed to provide \$164,563 support of the feasibility study for the project (ref. ILA 2021-106).

SECOND QUARTER FY 21-22

ILA with HCFCD was executed. Staff and the Consultant coordinated with HCFCD to begin modeling efforts associated with the F216 scope of work.

CLFR11 – F216 Phase III

Account Number:	0329881-690			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 1,500,000	\$ -	\$ -	
Total	<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>

PROJECT DESCRIPTION

Phase III – This project will fund construction of Phase III of Little Cedar Bayou Drainage improvements, from Madison Street to Sens Road, including a drainage analysis to evaluate potential improvements to mitigate flooding along H Street.

Future Operating Impact: Improve Storm water Drainage system in F216 watershed

FIRST QUARTER FY 21-22

No activity this quarter. Consultant's modeling efforts were delayed while staff negotiated ILA with HCFCD. HCFCD has committed to provide \$164,563 support of the feasibility study for the project (ref. ILA 2021-106).

SECOND QUARTER FY 21-22

ILA with HCFCD was executed. Staff and the Consultant coordinated with HCFCD to begin modeling efforts associated with the F216 scope of work.

FD0002 – Fire Field Propane Project

Account Number:	0155051-522				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 19-20		\$ 1,200,000	\$ 9,500	\$ -	
Fiscal Year 20-21		-	-	-	
Fiscal Year 21-22		-	-	-	
Total		<u>\$ 1,200,000</u>	<u>\$ 9,500</u>	<u>\$ -</u>	<u>\$ 1,190,500</u>

PROJECT DESCRIPTION

Changes in National Fire Protection Association (NFPA) codes and the fact that the community is growing toward the fire field, the La Porte Fire Department feels that it is time to upgrade the facilities to propane. There are many advantages to using propane as oppose to 'Class A' type fuels. The biggest advantage is propane props are safer than 'Class A' type fuels. Also, propane is better for the environment and has no irritating smell.

FIRST QUARTER FY 21-22

Working with Purchasing and Permits to get vendor approved and all permits issued.

SECOND QUARTER FY 21-22

Due to price increases and delayed delivery times have began looking at other vedors and contractors.

GC0003 – Clubhouse Repairs

Account Number: 0156049-551

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 18-19	\$ 28,000	\$ -	\$ -	
Fiscal Year 19-20	-	11,122	-	
Fiscal Year 20-21	-	9,577	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 28,000</u>	<u>\$ 20,699</u>	<u>\$ -</u>	<u>\$ 7,301</u>

PROJECT DESCRIPTION

This project is to fund painting the Clubhouse for \$20,000 and replacing counters and cabinets for \$8,000. These funds will be used to freshen up the Clubhouse. The outside and inside of the clubhouse are in need of fresh paint.

FIRST QUARTER FY 21-22

No projects were scheduled for the 1st Quarter in Clubhouse Repairs.

SECOND QUARTER FY 21-22

No projects for Clubhouse Repair in the second quarter.

GC0004 – Golf Course Land Improvements

Account Number:	0156049-551			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 19-20	\$ 169,000	\$ -	\$ 100,250	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 169,000</u>	<u>\$ -</u>	<u>\$ 100,250</u>	<u>\$ 68,750</u>

PROJECT DESCRIPTION

This project will be used to address necessary infrastructure improvements at the golf course including bridge replacement at Hole #8, cart path repair, culvert repair, bulkhead repair, and an aeration system for the pond at the clubhouse entrance. These funds will be used to repair existing bulkhead on Hole #11 and #15. Also reroute the cart path on Hole #11 so the bulkhead can be tied into the bank for better stability. The culvert on Hole #17/18 will be repaired and aeration system will be added to hole #1 one to circulate the water to help eliminate the algae build up in the pond.

FIRST QUARTER FY 21-22

Bids were taken for bulk head repair on hole #11. Bid # 22007 was awarded to Greenscapes 6, LLC. The project is put on the January 24th, 2022 City Council meeting for approval from Council to award Greenscapes 6, LLC the bid. Once the bid is awarded, the General Manager of Bay Forest will coordinate with Greenscapes 6, LLC to schedule the project.

SECOND QUARTER FY 21-22

Bulkhead repair bid has been awarded to GreenScape6, LLC. Construction will begin in the month of April.

GC0005 – Golf Course Infrastructure II (EDC Funded)

Account Number: 0156049-551

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	\$ 600,000	\$ 49,455	\$ -	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 600,000</u>	<u>\$ 49,455</u>	<u>\$ -</u>	<u>\$ 550,545</u>

PROJECT DESCRIPTION

The funding will be used for cart path improvements and additional bulk heading.

Future Operating Impact: Minimal

FIRST QUARTER FY 21-22

Bids were taken for bulk head repair on hole #11. Bid # 22007 was awarded to Greenscapes 6, LLC. The project is put on the January 24th, 2022 City Council meeting for approval from Council to award Greenscapes 6, LLC the bid. Once the bid is awarded, the General Manager of Bay Forest will coordinate with Greenscapes 6, LLC to schedule the project.

SECOND QUARTER FY 21-22

Cart Path replacement on hole #11 was completed in the month of March. Remaining funds for Golf Course Infrastructure (cart path repair) have been sent out for bid. Bid opening will be April 19th, 2022 to award contractor for remaining cart path repair. 47,043 square foot of cart path repair has been sent out for bid.

Hole #11 old cart path out



GC0005 – Golf Course Infrastructure II (EDC Funded)

SECOND QUARTER FY 21-22

Forms for Cart Path Installed



GEN620 – Dr. Martin Luther King, Jr. Park

Account Number:	0159892-620				Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>	
Fiscal Year 14-15	\$ 60,000	\$ 31,788	\$ -		
Fiscal Year 15-16	35,000	34,999	-		
Fiscal Year 16-17	-	-	-		
Fiscal Year 17-18	-	-	-		
Fiscal Year 18-19	-	1,772	-		
Fiscal Year 19-20	-	2,323	-		
Fiscal Year 20-21	-	169	-		
Fiscal Year 21-22	-	2,328	-		
Total	<u>\$ 95,000</u>	<u>\$ 73,379</u>	<u>\$ -</u>	<u>\$ 21,621</u>	

PROJECT DESCRIPTION

This project will fund the replacement of playground equipment at Dr. Martin Luther King, Jr. Park. The playground is complete and all remaining funds will be used for any additional expenses associated with the Historic School House Project or sidewalks in the park.

Future Operating Impact: None

FIRST QUARTER FY 21-22

The playground portion of this project is complete. We are still looking for relevant items to display in the school house. We have also began working with local organizations to develop revolving historical displays for the entry building portion of the location.

SECOND QUARTER FY 21-22

Continue to work on acquiring historical display items relevant to the school house.

GEN641 – SunGard ONE Solution – Phase 1

Account Number:	015-9892-641			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 12-13	\$ 50,000	\$ 28,938	\$ -	
Fiscal Year 13-14	-	-		
Fiscal Year 14-15	-	-		
Fiscal Year 15-16	-	-		
Fiscal Year 16-17	-	-		
Fiscal Year 17-18	-	-		
Fiscal Year 18-19	-	-		
Fiscal Year 19-20	-	-		
Fiscal Year 20-21	-	-		
Fiscal Year 21-22	-	-		
Total	<u>\$ 50,000</u>	<u>\$ 28,938</u>	<u>\$ -</u>	<u>\$ 21,062</u>

PROJECT DESCRIPTION

ONE Solution replaced the existing Naviline application by SunGard as the City's primary business application. ONE Solution is a Windows-based application, which provides greater functionality than Naviline, while also allowing for a more intuitive and modern user experience. It is designed to be a more streamlined application that takes advantage of current technology now available. Phase I included implementation of Finance, Human Resources and Purchasing applications. Following successful implementation of the Finance module, Community Service will be the next business function to transition.

FIRST QUARTER FY 21-22

We continue to utilize the remaining budget for training and future upgrades.

SECOND QUARTER FY 21-22

We continue to utilize the remaining budget for training and future upgrades.

GEN656 – Emergency Preparedness/Generators

Account Number:	015-9892-656			Budget
Funding:	Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 12-13	\$ 1,100,000	\$ 135,104	\$ -	
Fiscal Year 13-14	1,300,000	1,805,301	-	
Fiscal Year 14-15	-	184,879	-	
Fiscal Year 15-16	-	35,445	-	
Fiscal Year 16-17	-	23,777	-	
Fiscal Year 17-18	-	-	-	
Fiscal Year 18-19	-	300	-	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	-	9,588	-	
Fiscal Year 21-22	-	1,400	-	
Total	<u>\$ 2,400,000</u>	<u>\$ 2,195,794</u>	<u>\$ -</u>	<u>\$ 204,206</u>

PROJECT DESCRIPTION

This project is for the purchase of fixed generators at the Waste Water Treatment Plant to improve resident return time after an emergency.

Future Operating Impact: An annual maintenance contract will be implemented once the generators are in place; however, the cost is undetermined at this time.

FIRST QUARTER FY 21-22

No activity this quarter.

SECOND QUARTER FY 21-22

No activity this quarter.

GEN661 – Golf Course Fairway Upgrade

Account Number:	0159892-661				Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>	
Fiscal Year 12-13	170,000	12,442	-		
Fiscal Year 13-14	-	28,007	-		
Fiscal Year 14-15	-	33,843	-		
Fiscal Year 15-16	-	22,665	-		
Fiscal Year 16-17	-	17,200	-		
Fiscal Year 17-18	-	14,736	-		
Fiscal Year 18-19	-	-	-		
Fiscal Year 19-20	-	-	-		
Fiscal Year 20-21	-	4,480	-		
Fiscal Year 21-22	-	-	-		
Total	<u>\$ 170,000</u>	<u>\$ 133,373</u>	<u>\$ -</u>	<u>\$ 36,627</u>	

PROJECT DESCRIPTION

This project was designed to renovate and level all fairways and add new irrigation where necessary. This is an ongoing project that will be an annual project for several summers.

FIRST QUARTER FY 21-22

No projects were scheduled for the 1st Quarter for golf course improvement.

SECOND QUARTER FY 21-22

Repairs were made to an existing ladies tee box on hole #5. It was enlarged and elevated for better drainage and better visual. Hole #4 bunker was caving in due to side bank erosion. The entire bunker was prepped and added new 419 bermuda sod to help maintain the edges of the bunker. Hole #12, to the right of the green exist two oak trees with large canopies. The ground below could not get sufficient amount of sunlight to promote grass growth. Bay Forest staff raised the canopies on both Oaks to generate more sunlight for grass growth. Sand was added to the areas that did not have grass and 419 bermuda sod was planted on top of the sand.

#5 New Ladies Tee Box



GEN661 – Golf Course Fairway Upgrade, continued

SECOND QUARTER FY 21-22



GEN661 – Golf Course Fairway Upgrade, continued

SECOND QUARTER FY 21-22



GEN671 – Infill Sidewalk

Account Number: 0159892-671

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 19-20	\$ 223,000	\$ -	\$ -	
Fiscal Year 20-21	60,000	183,109	-	
Fiscal Year 21-22	60,000	-		
Total	<u>\$ 343,000</u>	<u>\$ 183,109</u>	<u>\$ -</u>	<u>\$ 159,891</u>

PROJECT DESCRIPTION

This will be the first year of a multi-year project to extend/install sidewalk city-wide in areas of need for infill.

Future Operating Impact: None

FIRST QUARTER FY 21-22

The sidewalk portion of this project is completed around Monarch Park.



SECOND QUARTER FY 21-22

The term of the contract has lapsed and has to be re-bid. Anticipate bid and award during 3rd quarter.

GEN675 – Community Coop Projects

Account Number: 0159892-675

Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 18-19	\$ 30,000	\$ 9,161	\$ -	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	30,000	-	-	
Fiscal Year 21-22	30,000	5,000	-	
Total	<u>\$ 90,000</u>	<u>\$ 14,161</u>	<u>\$ -</u>	<u>\$ 75,839</u>

PROJECT DESCRIPTION

The City will partner with neighborhood groups to complete various community/neighborhood improvements. Each project is considered on a first come-first served basis and will be awarded maximum of \$5,000.

Future Operating Impact: None.

FIRST QUARTER FY 21-22

Baypoint Townhomes executed and provided proof of parking lot improvements throughout their neighborhood. The City issued the Association a check in the amount of \$5,000, after their removal and replacement of concrete driveway to fix potholes within their community.

SECOND QUARTER FY 21-22

There are no additional updates for second quarter.

GEN683 – Concrete Slab Jacking

Account Number:	0339892-683				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 21-22		\$ 40,000	\$ 10,430	\$ 33,238	
Total		<u>\$ 40,000</u>	<u>\$ 10,430</u>	<u>\$ 33,238</u>	<u>(3,668)</u>

Note: This project does not roll forward each year. A new amount is budgeted each year.

PROJECT DESCRIPTION

Annual project to extend/install sidewalk-city in areas of need

Future Operating Impact: No impact is anticipated

FIRST QUARTER FY 21-22

Pecan Drive in Fairmont East.

SECOND QUARTER FY 21-22

A work order has been issued to contractor for concrete panel raising at 13 locations.

GEN684 – Concrete Repair (Small Sections)

Fiscal Year 14-15	150,000	2,529	-	
Fiscal Year 15-16	200,000	4,011	-	
Fiscal Year 16-17	200,000	263,949	-	
Fiscal Year 17-18	200,000	-	-	
Fiscal Year 18-19	200,000	223,176	-	
Fiscal Year 19-20	200,000	5,284	-	
Fiscal Year 20-21	200,000	184,867	-	
Fiscal Year 21-22	100,000	176,470	130,254	
Total	<u>\$ 1,550,000</u>	<u>\$ 860,286</u>	<u>\$ 130,254</u>	<u>\$ 559,461</u>

PROJECT DESCRIPTION

This project includes funding for concrete repair on small sections of streets.

Future Operating Impact: No impact is anticipated.

FIRST QUARTER FY 21-22

Tandem Services LLC has completed 75 % of this project, with 621 SY of concrete street repair this first quarter. The project is still a continuation of the 2019-2020 contract that is scheduled to be completed by the end of February 2022. Staff is currently identifying locations for a new contract to go to to bid during the second quarter.



GEN684 – Concrete Repair (Small Sections)

SECOND QUARTER FY 21-22

No Activity this quarter.

GEN693 – City Hall Renovations

Account Number:	0159892-693				Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>		<u>Budget Remaining</u>
Fiscal Year 14-15	\$ 20,000	\$ -	\$ -		
Fiscal Year 15-16	-	-	-		
Fiscal Year 16-17	70,000	-	-		
Fiscal Year 17-18	-	-	-		
Fiscal Year 18-19	(14,237)	45,561	-		
Fiscal Year 19-20	-	13,425	-		
Fiscal Year 20-21	-	-	-		
Fiscal Year 21-22	-	-	-		
Total	<u>\$ 75,763</u>	<u>\$ 58,986</u>	<u>\$ -</u>		<u>\$ 16,777</u>

PROJECT DESCRIPTION

In March 2013, a security assessment was completed by the La Porte Police Department on City Hall. At that time, \$20,000 was originally budgeted to address some of the security deficiencies that were identified by the assessment. Initial plans were to secure and relocate the Inspections customer service counter to the front lobby. After engaging an architect to provide plans for this relocation, it became clear that additional changes were necessary. The project scope allows the City to enhance the customer service experience by consolidating all customer related services in the front lobby, allows staff to be more secure, and provides for relocation of staff that are currently working in remote City facilities. The additional funding requested in FY17 budget added to those that have been previously allocated and the City's General Fund contingency account.

Future Operating Impact: None. The building footprint remains unchanged.

FIRST QUARTER FY 21-22

This project has been placed on HOLD while decisions concerning a New City Hall are finalized.

GEN927 – Sidewalk Replacement & Handicap Ramps

Account Number: 0339892-927

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 14-15	\$ 200,000	\$ 5,790	-	
Fiscal Year 15-16	150,000	105,050	-	
Fiscal Year 16-17	300,000	126,375	-	
Fiscal Year 17-18	200,000	285,621	-	
Fiscal Year 18-19	200,000	118,220	-	
Fiscal Year 19-20	200,000	63,210	-	
Fiscal Year 20-21	200,000	101,101	-	
Fiscal Year 21-22	100,000	529,986	71,010	
Total	<u>\$ 1,550,000</u>	<u>\$ 1,335,353</u>	<u>\$ 71,010</u>	<u>\$ 143,638</u>

PROJECT DESCRIPTION

This multi-year project will fund the replacement of sidewalks and installation of ADA ramps throughout the City.

Future Operating Impact: No impact is anticipated.

FIRST QUARTER FY 21-22

Green Scapes Six has completed 30% of this project. 19,000 square feet of sidewalk has been repaired this first quarter.



GEN927 – Sidewalk Replacement & Handicap Ramps

SECOND QUARTER FY 21-22

GreenScapes 6 has completed the annual contract for 2021-2022. GreenScapes 6 repaired 48,075 square feet of concrete sidewalk through out the City of La Porte which includes 2500 square feet of sidewalk at Sea Breeze Park near the fishing pier.



GEN993 – Façade Enhancement Grant (EDC Funded)

Account Number: 0159892-993

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 09-10	\$ 200,000	\$ -	\$ -	
Fiscal Year 10-11	-	6,179	-	
Fiscal Year 11-12	-	25,000	-	
Fiscal Year 12-13	-	32,780	-	
Fiscal Year 13-14	100,000	17,611	-	
Fiscal Year 14-15	-	34,339	-	
Fiscal Year 15-16	107,669	50,925	-	
Fiscal Year 16-17	-	19,932	-	
Fiscal Year 17-18	-	-	-	
Fiscal Year 18-19	-	28,504	-	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	-	37,392	-	
Fiscal Year 21-22	100,000	-	-	
Total	<u>\$ 507,669</u>	<u>\$ 252,662</u>	<u>\$ -</u>	<u>\$ 255,007</u>

PROJECT DESCRIPTION

Governed by the Community Development Corporation (EDC) and much like the Community Coop projects, Façade Enhancement Grants are not technically Capital Improvement Projects. Grants and/or matching funds are made available to business owners throughout the City of La Porte to enhance existing building design. Acceptable components of an application are painting, new exterior materials, signage, parking lot improvements, and landscaping, but the Board looks for complete projects, applications using multiple of the accepted components. Applicants can receive a matching reimbursement grant up to \$25,000 with Board approval or \$50,000 with approval from the Board and City Council. Owners and tenants may be eligible for the reimbursement grant as incentive to partner with the City of La Porte to achieve a mutual goal of visually enhancing their business. Grants are limited to \$50,000 per property over three years.

FIRST QUARTER FY 21-22

There are no additional updates for first quarter.

SECOND QUARTER FY 21-22

There are no additional updates for second quarter.

MSTR- M Street – TIRZ Project

Account Number:	0157071-531				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 19-20		\$ 1,500,000	\$ -	\$ -	
Fiscal Year 20-21		-	-	-	
Fiscal Year 21-22		-	-	-	
Total		<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>

PROJECT DESCRIPTION

This project will provide for the development of the “M” Street right-of-way between SH 146 and S 16th Street. The project will consist of the construction approximately 1600 linear feet of concrete pavement, 1,300 linear feet of twelve-inch (12”) waterline, 500 linear feet of eight-inch sanitary sewer line, and 1,000 linear feet of storm sewer.

FIRST QUARTER FY 21-22

Design is at 90%.

SECOND QUARTER FY 21-22

The consultant resubmitted plans to Harris County for approval.

PD0001 – Body Cameras / Mobile Video Equipment (year 1 of 5)

Account Number:	0155253-521			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 232,000	\$ 229,144	\$ -	
Total	<u>\$ 232,000</u>	<u>\$ 229,144</u>	<u>\$ -</u>	<u>\$ 2,856</u>

PROJECT DESCRIPTION

This is a five year Agreement for body worn camera systems, in car camera systems and interview room camera systems. The system includes all recording devices, storage and software for retrieval.

Future Operating Impact: Anticipate minimal maintenance cost

FIRST QUARTER FY 21-22

The system has been implemented and has been working well for the Department. The 1st year agreement was processed with a total cost of \$229,143.80. No further expenses are expected for the current year.

SECOND QUARTER FY 21-22

No further expenses expected this FY. Initial project completed. This system will be utilized and budgeted next FY.

PD0002 – CAD/RMS System Replacement (Year 1 of 2 Funding)

Account Number:	0155253-521			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 314,711	\$ -	\$ -	
Total	<u>\$ 314,711</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 314,711</u>

PROJECT DESCRIPTION

Replacement CAD/RMS System for the Police Department. A new system is being purchased for use by members of the Consortium, which is hosted by League City. This software serves as the Computer Aided Dispatch and Records Management System for the Police Department. As a member of the Consortium, fees for software are reduced, and many technical issues are handling by staff at League City.

Future Operating Impact: No impact is anticipated for system replacement

FIRST QUARTER FY 21-22

City Council approved the City Manager to sign the Motorola Shared Agreement and purchase from Motorola for the City of La Porte's shared portion of the fees for Motorola Preimierone CAD and Records Management Software as an agency of the Gulf Region Information and Dispatch (GRID) System. League City (primary agency that is responsible for GRID software implementation and maintenance) must sign a Master Agency Agreement before the implementation process begins and invoices are sent to agencies. The fees are projected to be \$312,000 for the current year.

SECOND QUARTER FY 21-22

The original Motorola Shared Agreement has been voided as a new quote had to be procured. A total price for La Porte will be \$823,888. Once approved by City Council (taking on April 9th Retreat) the City will issue a purchase order for \$320,000 to Motorola and implementation will begin. Payments will be made based on milestones. Remaining funding for the project is \$503,888 and will need to be included in the 2023 Budget. Annual fees will begin after the 2nd year the program is live and will start at \$92,863 and increase approximately 5% per year over the next 10 years.

PD0003 – Audio Visual System Replacement - -PD Training Room

Account Number:	0155252-521			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 35,175	\$ -	\$ -	
Total	<u>\$ 35,175</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,175</u>

PROJECT DESCRIPTION

A new Audio Visual System is needed in the Training Room at the Police Department. This facility is utilized for various trainings and meetings by the Police Department, Emergency Operations group and other City Departments. The current system is outdated and needs to be upgraded. This will include new screens, speakers and projecting capabilities.

.

Future Operating Impact: No impact is anticipated

FIRST QUARTER FY 21-22

IT assisted with the bidding process for the upgrade of this project. A requisition has been entered for FORD Audio Visual. Currently the vendor is awaiting on arrival of the equipment and installation will be scheduled.

SECOND QUARTER FY 21-22

Vendor is still waiting on some of the parts necessary to begin installation.

PD0004 – Kitchen Upgrade at PD

Account Number:	0155252-521			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 65,000	\$ 42,550	\$ -	
Total	<u>\$ 65,000</u>	<u>\$ 42,550</u>	<u>\$ -</u>	<u>\$ 22,450</u>

PROJECT DESCRIPTION

The current breakroom kitchen at the Police Department, serves as the food service hub when the EOC is activated. To provide efficient and safe food handling, upgrades are needed in the kitchen. A new gas multi-burner oven, vent hood system, sink area and cabinetry will be needed. To allow for the kitchen to still serve as a break room for employees a new coffee bar area will be installed.

Future Operating Impact: No impact is anticipated

FIRST QUARTER FY 21-22

The kitchen upgrade project began with the installation of a natural gas line, in the amount of \$7051.01. The installation has been completed and payment has been made to the vendor. Staff has ordered an oven and range hood and is currently waiting on delivery. A vendor has measured the kitchen and we are currently waiting on that information to be imported so that the vendor can begin working on designs.

SECOND QUARTER FY 21-22

The majority of items for the kitchen have been purchased, including cabinetry, countertops, sink, faucet, hardware and appliances. Some additional plumbing and gas line work needs to be completed. We are waiting for a cabinet install date to be coordinated. There is some carpentry work, painting to be done as well as a few items that will still to be purchased.

PR0006 – Northwest Pool Improvements

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 17-18	\$ 905,435	\$ 32,069	-	
Fiscal Year 18-19	-	755,610	-	
Fiscal Year 19-20	-	15,332	-	
Fiscal Year 20-21	-	78,202	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 905,435</u>	<u>\$ 881,213</u>	<u>\$ -</u>	<u>\$ 24,222</u>

PROJECT DESCRIPTION

The current buildings (restrooms, storage, pump house and guard room) are in very poor shape. The building foundation has issues and the walls were starting to crack at the joints and between the cinderblocks. Additionally, replastering the pool and re-decking the concrete are critical items as well. The total project budget is \$905,435 with supplement funding provided by Fund 038 (EDC).

FIRST QUARTER FY 21-22

This project has been completed.

PR0007 – Wave Pool Renovation

Account Number:	0158080-552				Budget
		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 17-18	\$ 410,000	\$ 67,680	\$ -		
Fiscal Year 18-19	250,000	413,814	-		
Fiscal Year 19-20	250,000	33,065	-		
Fiscal Year 20-21	250,000	-	-		
Fiscal Year 21-22					
Total	<u>\$ 1,160,000</u>	<u>\$ 514,559</u>	<u>\$ -</u>		<u>\$ 645,441</u>

PROJECT DESCRIPTION

This project will fund replastering of the pool, replacement of tiles and decking, installation of a shade structure with concrete pads, new umbrellas, and restroom upgrades. Included in this project is replastering the pool, removing a cracked beam, changing the pool to a zero depth entry instead of a small step down, installing drains, and repairing coping. The above renovations were complete in Fiscal Year 17-18. Included in this budget is \$250,000 a year, for four years, to be set aside as prefunding for the construction of a spray park feature in the Wave Pool area.

FIRST QUARTER FY 21-22

We have begun working with two vendors concerning the addition of a spray park inside the fence at the wave pool as well as the addition of possible spray features to the wave pool.

SECOND QUARTER FY 21-22

We have received proposals from Kraftsman and Progressive Commercial Aquatics. Both vendors are on BuyBoard which would preclude the need for a lengthy bidding process if desired. These plans will be shared with council during the May 9th council meeting.

PR0008 – Design Services for Recreation Center Expansion

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 17-18	\$ 500,000	\$ 30,475	\$ -	
Fiscal Year 18-19	2,702,152	14,087	-	
Fiscal Year 19-20	-	272,235	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	11,426	
Total	<u>\$ 3,202,152</u>	<u>\$ 316,797</u>	<u>\$ 11,426</u>	<u>\$ 2,873,929</u>

PROJECT DESCRIPTION

This project will increase the size of the facility to alleviate congestion during the busy times of the day. Based on funding, the expansion request includes: tripling the size of the current cardio equipment room, doubling the current size of the weight room, doubling the current of the aerobics room, adding on additional basketball court, expanding the locker rooms as needed for anticipated usage, adding storage, and upgrading HVAC so that it can sufficiently maintain the facility.

Future Operating Impact: Possible increased usage, increased utilities, increased cleaning need, additional equipment and repairs, and additional staffing to keep up with the increased facility size and attendance.

FIRST QUARTER FY 21-22

Received approval for phase II of the project from City Council. Currently need to present project to La Porte Development Corporation to receive final funding. Once funded and money is available, project will proceed.

SECOND QUARTER FY 21-22

We are moving forward with consultant on plans for renovation. Expect approval of proposal early 3rd quarter and to begin development of final plans for phase 1 renovations. Will seek approval from EDC for phase II funding for the project in 3rd quarter.

PR0011 – Broadway Trail Lighting – Phase II (\$390,156 – EDC Funded)

Account Number:	0158080-552				Budget Remaining
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>		
Fiscal Year 18-19	\$ 480,700	\$ -	\$ -		
Fiscal Year 19-20	-	241,392	-		
Fiscal Year 20-21	-	141,188	-		
Fiscal Year 21-22	429,172	100,000	326,825		
Total	<u>\$ 909,872</u>	<u>\$ 482,580</u>	<u>\$ 326,825</u>		<u>\$ 100,467</u>

PROJECT DESCRIPTION

This project will include 23 new galvanized steel poles and 110 lights with 730W LED light fixtures and visors. The new lights will include a 10-year maintenance-free warranty. Once installed, the lights will be operated electronically and have the ability to be scheduled when they are needed.

Future Operating impact: Anticipate minimal utility cost.

FIRST QUARTER FY 21-22

Bid was opened and project was scheduled to be presented to council for approval on January 10th council meeting

SECOND QUARTER FY 21-22

Purchase order was completed and vendor ordered materials. Vendor began process and will begin installation during 3rd quarter.

PR0012 – Park Lighting Project (year 1 – Northwest Park)

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 19-20	\$ 523,950	\$ 23,835	\$ -	
Fiscal Year 20-21	-	262,065	-	
Fiscal Year 21-22	-	115,131	25,563	
Total	<u>\$ 523,950</u>	<u>\$ 401,031</u>	<u>\$ 25,563</u>	<u>\$ 97,356</u>

PROJECT DESCRIPTION

The current lighting poles are made of wood and many are leaning. This project would include 23 new galvanized steel poles and 109 lights with 750W LED light Fixtures with visors. The new lights would include a 10-year maintenance-free warranty. Once installed, the lights will be operated electronically and have the ability to be scheduled when they are needed.

FIRST QUARTER FY 21-22

Bid was opened and project was scheduled to be presented to council for approval on January 10th council meeting.

SECOND QUARTER FY 21-22

This project was awarded and has been completed.

PR0014 – San Jacinto Pool

Account Number:	0158080-552				Budget
		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 20-21	\$ 456,006	\$ 410,572	\$ -		
Fiscal Year 21-22	-	-	17,475		
Total	<u>\$ 456,006</u>	<u>\$ 410,572</u>	<u>\$ 17,475</u>		<u>\$ 27,959</u>

PROJECT DESCRIPTION

San Jacinto Pool was built in 1966 and was the only La Porte pool at the time. San Jacinto Pool is one of the four (4) outdoor pools that the City of La Porte currently operates.

The last time San Jacinto Pool was renovated was in FY2001/02. This funding is for renovations to the pool, deck, and pump system. The renovation will include using plaster instead of a vinyl liner and new water features. Approximately 80% of the deck will be replaced and have a Kool Deck coating applied. The new pump system will run more efficiently and allow for more efficient maintenance.

Future Operating Impact: Minimal

FIRST QUARTER FY 21-22

Repairs made to the splash pad drainage and filtration system. Holding tank was installed and concrete work has been completed. Project should be completed in second quarter.

SECOND QUARTER FY 21-22

Pool is scheduled to be open for the 2022 pool season. Vendor was required to repair or replace some work that was deemed subpar or damaged. Currently waiting on delivery of Cool Deck paint to repaint the area around the new Aquatics Play Unit.

PR0016 – Park Light Project – Little Cedar Bayou

Account Number:	0158080-552				Budget
		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	\$ 389,445	\$ -	\$ -		
Fiscal Year 21-22	-	184,000	119,000		
Total	<u>\$ 389,445</u>	<u>\$ 184,000</u>	<u>\$ 119,000</u>		<u>\$ 86,445</u>

PROJECT DESCRIPTION

This is the second year of a two year project for park lighting improvements. Northwest Park was funded in Fiscal Year 2020. The current lighting poles at Little Cedar Bayou are made of steel and are in acceptable condition. This retrofit would replace 119 lights with 750W LED Light Fixtures with visors. The new fixtures will include a standard 10-year warranty. Once installed, the lights will be operated electronically and have the ability to be scheduled when they are needed.

Future Operating Impact: Minimal

FIRST QUARTER FY 21-22

This project is substantially completed. All lights have been installed and aimed. We are currently waiting on vendor to receive and install the control mechanism.

SECOND QUARTER FY 21-22

This project has been completed.

PR0017 – Fairmont Park West Pad (\$200,000 EDC Funded)

Account Number:	0158080-552				Budget Remaining
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>		
Fiscal Year 20-21	\$ 291,300	\$ 70,310	\$ -		
Fiscal Year 21-22	400,000	-	535,489		
Total	<u>\$ 691,300</u>	<u>\$ 70,310</u>	<u>\$ 535,489</u>		<u>\$ 85,501</u>

PROJECT DESCRIPTION

As part of the Parks and Recreation Master Plan, the consultant was asked for a recommendation at Fairmont Park West Park. This item was discussed at the pre-budget retreat and council expressed interest in removing the swimming pool and replacing it with a splash park, as well as renovating the park to be a Drug-Free Zone. This is the first year of a three year funding plan to move forward with this project,

Future Operating Impact: Minimal

FIRST QUARTER FY 21-22

We have submitted color choices and amenity choices. We are currently waiting for the vendor to present the final project rendering for approval. Once this is completed and approved, the components will be ordered.

SECOND QUARTER FY 21-22

Installation of the splash park has begun. Ground work began in March and continues. As components are delivered, the splash park will continue to be installed. Completion is projected as sometime in late 3rd quarter.

PR0019 – 14th Street Playground Equipment (EDC Funded)

Account Number:	0158080-552				Budget
		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 20-21	\$ 55,000	\$ 40,952	\$ -		
Fiscal Year 21-22		7,649	4,874		
Total	<u>\$ 55,000</u>	<u>\$ 48,601</u>	<u>\$ 4,874</u>		<u>\$ 1,525</u>

PROJECT DESCRIPTION

This project will fund the replacement of playground equipment at 14 Street Park.

Future Operating Impact: Minimal

FIRST QUARTER FY 21-22

Due to drainage project at 14th street, the playground ordered for this park was installed in Spenwick Park.

SECOND QUARTER FY 21-22

This project continues to be on hold until such time as the drainage project plans are completed and we are able to determine if a playground is appropriate for the park space that remains.

PR0021 – Fairmont Park Dog Park (EDC Funded)

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 212,275	\$ 30,200	\$ 644	
Total	<u>\$ 212,275</u>	<u>\$ 30,200</u>	<u>\$ 644</u>	<u>\$ 181,431</u>

PROJECT DESCRIPTION

Fencing & gates, splash park (25x25) each side, water fountains, obstacle course, benches, garbage cans, dog waste stations at Fairmont Park.

Future Operating Impact: Anticipate minimal utility and maintenance cost.

FIRST QUARTER FY 21-22

A purchase order has been issued. Have scheduled a meeting in January on location with contractor to determine the final layout. Once this has been done, installation will begin.

SECOND QUARTER FY 21-22

The dog parks have been installed. Still waiting on delivery of dog park amenities.

PR0022 – Fairmont Park Shade Structures (EDC Funded)

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 52,600	\$ -	\$ 52,600	
Total	<u>\$ 52,600</u>	<u>\$ -</u>	<u>\$ 52,600</u>	<u>\$ -</u>

PROJECT DESCRIPTION

This project will fund the installation of a shade structure with concrete pads.

Future Operating Impact: No impact is anticipated.

FIRST QUARTER FY 21-22

A purchase order has been issued and shades have been ordered. We are currently waiting on delivery of shade and structures. Once these are received, installation will begin.

SECOND QUARTER FY 21-22

We are still awaiting delivery of shade structures as of the end of the 2nd quarter. Delivery and installation is expected early third quarter.

PR0023 – Laser Grade Pecan Park

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 70,400	\$ - 64,873	\$ -	
Total	<u>\$ 70,400</u>	<u>\$ 64,873</u>	<u>\$ -</u>	<u>\$ 5,527</u>

PROJECT DESCRIPTION

This project will fund laser grading at Pecan Park.

Future Operating Impact: No impact is anticipated.

FIRST QUARTER FY 21-22

A purchase order has been issued and shades have been ordered. We are currently waiting on delivery of shade and structures. Once these are received, installation will begin.

SECOND QUARTER FY 21-22

This project has been completed.

PR0024 – Pecan Park Fence Fabric

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 93,500	\$ -	\$ -	
Total	<u>\$ 93,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 93,500</u>

PROJECT DESCRIPTION

This project will fund fence fabric materials and the installation at Pecan Park.

Future Operating Impact: No impact is anticipated.

FIRST QUARTER FY 21-22

Bids were received for this project. All bids were rejected at this time. Project will either be incorporated into the larger CIP project with the parking lot or rebid at a later date.

SECOND QUARTER FY 21-22

We continue to work with PW to finalize the scope of work to incorporate this project into the larger parking lot project.

PR0025 – Community Fences

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 200,000	\$ -	\$ -	
Total	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 200,000</u>

PROJECT DESCRIPTION

After the completed Fence Replacement Project along Spencer Highway and the Glen Meadows subdivision, multiple neighborhoods have continued to show interest. Staff has allocated \$200,000 in the General CIP budget for a cooperative program to assist with construction of these type of community fence projects.

Future Operating Impact: No impact is anticipated.

FIRST QUARTER FY 21-22

Applications were reviewed on December 13.

SECOND QUARTER FY 21-22

Committee met on January 24, 2022 and February 28, 2022. At the January 24 meeting the Committee recommended awarding Baypoint Townhomes HOA an amount not to exceed \$25,000.00. Council approved this recommendation at the January 24th City Council meeting.

Discussion at the February 28th meeting consisted of potential changes to the City's Community Fence Funding program/policy.

PW0009 – Coupland Drive Improvements

Account Number: 019/033/051-7071-533

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 15-16	\$ 200,000	\$ 17,021	\$ -	
Fiscal Year 16-17	1,110,000	12,096	-	
Fiscal Year 17-18	-	27,960	-	
Fiscal Year 18-19	-	60,830	-	
Fiscal Year 19-20	-	14,848	-	
Fiscal Year 20-21	-	23,738	-	
Fiscal Year 21-22	-	1,185	29,169	
Total	<u>\$ 1,310,000</u>	<u>\$ 157,678</u>	<u>\$ 29,169</u>	<u>\$ 1,123,153</u>

PROJECT DESCRIPTION

This project funds the design for proposed improvements on Coupland Drive, as well as the acquisition of the required right-of-way for the project. The total project budget for design is \$200,000, which is shared between the Drainage Fund (\$100,000) and the Street Maintenance Fund (\$100,000). Staff presented the construction phase of the project in the FY2017 budget for consideration.

Future Operating Impact: None.

FIRST QUARTER FY 20-21

This project is at 100% design. This project will bid in conjunction with Lomax Lift Station Consolidation project since the excavation paths overlap. Bid anticipated in Second quarter.

SECOND QUARTER FY 21-22

Design has reached 100%. Project is under final review of Harris County. Bid and award anticipated in Third quarter.

PW0012 – Lomax Lift Station Consolidation Design

Account Number: 051/052-7086-532

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 15-16	\$ 195,000	\$ -	\$ -	
Fiscal Year 16-17	-	8,205	-	
Fiscal Year 17-18	500,000	308,971	-	
Fiscal Year 18-19	9,500,000	186,963	-	
Fiscal Year 19-20	-	348,979	-	
Fiscal Year 20-21	-	43,230	-	
Fiscal Year 21-22	-	218,603	136,222	
Total	<u>\$ 10,195,000</u>	<u>\$ 1,114,951</u>	<u>\$ 136,222</u>	<u>\$ 8,943,827</u>

PROJECT DESCRIPTION

This multi-year sanitary sewer project has been approved for funding through the Texas Water Development Board's (TWDB) Clean Water State Revolving Fund Program. The project encompasses planning, design, and construction costs. The project consists of replacement of over 20,000 feet of gravity sewer and more than 50 manholes. Also planned, is construction of one regional lift station and 10,000 feet of new sewer force main. This project will eliminate eight (8) aging stations in the area.

Future Operating Impact: Improvements will be sized for ultimate build-out of the area, reduce sanitary sewer surcharging in West Lomax. The replacement of aging infrastructure will improve efficiency and reduce maintenance costs.

FIRST QUARTER FY 21-22

Design is reached 100%. Project is under final review of Texas Water Development Board and Harris County. Bid anticipated in Second quarter.

SECOND QUARTER FY 21-22

Design has reached 100%. Project is under final review of Harris County. Bid and award anticipated in Third quarter.

CLFR15 – Lomax Lift Station Consolidation Design

Account Number:	0329881-690				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22		\$ 1,865,000	\$ -	\$ -	
Total		<u>\$ 1,865,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,865,000</u>

PROJECT DESCRIPTION

Description: This multi-year sanitary sewer project has been approved for funding through the Texas Water Development Board's (TWDB) Clean Water State Revolving Fund Program. The project encompasses planning, design, and construction costs. The project consists of replacement of over 20,000 feet of gravity sewer and more than 50 manholes. Also planned, is construction of one regional lift station and 10,000 feet of new sewer force main. This project will eliminate eight (8) aging stations in the area.

Future Operative Impact: Improvements will be sized for ultimate build-out of the area, reduce sanitary sewer surcharging in West Lomax. The replacement of aging infrastructure will improve efficiency and reduce maintenance costs

FIRST QUARTER FY 21-22

Design is reached 100%. Project is under final review of Texas Water Development Board and Harris County. Bid anticipated in Second quarter.

SECOND QUARTER FY 21-22

Design has reached 100%. Project is under final review of Harris County. Bid and award anticipated in Third quarter.

PW0015 – Restroom/Pavilion at Five Points

Account Number: 0157070-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 400,000	\$ -	\$ -	
Fiscal Year 17-18	-	-	-	
Fiscal Year 18-19	-	23,109	-	
Fiscal Year 19-20	350,000	72,542	-	
Fiscal Year 20-21	394,165	334,541	-	
Fiscal Year 21-22	-	92,165	510,470	
Total	<u>\$ 1,144,165</u>	<u>\$ 522,357</u>	<u>\$ 510,470</u>	<u>\$ 111,338</u>

PROJECT DESCRIPTION

This project will include the installation of a covered, open-air outdoor pavilion and a restroom facility at Five Points Park at the corner of Main Street and Broadway Street in downtown La Porte. The restroom facility will serve the park during recurring events such as Movie in the Park, Mardi Gras on Main, Christmas on Main, Summer Party on Main and numerous parade activities (larger events will supplement the restrooms available with portable units). The pavilion will serve as an additional outdoor programming. This project is funded by the La Porte Development Corporation.

Five Points Park space is in need of a covered pavilion with restrooms and storage area. The first portion of the project was funded in FY 16-17. Project scope has expanded outside of a design-build platform. Additional funds were budgeted in FY 19-20 to meet construction costs.

Future Operating Impact: Minimal

FIRST QUARTER FY 21-22

Project awarded to Perry Construction. Parking lot paving is complete. Foundation for pavilion canopy is underway.



PW0015 – Restroom/Pavilion at Five Points, continued

SECOND QUARTER FY 21-22

Perry Construction has started erecting the pavilion canopy this quarter. The Five Points Pavilion Project is 60% complete.



PW0016 – Parking Spaces at Pecan Park

Account Number: 0157070-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 350,000	\$ 45,535	\$ -	
Fiscal Year 17-18	-	46,063	-	
Fiscal Year 18-19	-	203,599	-	
Fiscal Year 19-20	-	20,502	-	
Fiscal Year 20-21	-	28,500	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 350,000</u>	<u>\$ 344,199</u>	<u>\$ -</u>	<u>\$ 5,801</u>

PROJECT DESCRIPTION

This project includes the installation of 123 additional parking spaces at Pecan Park. The parking at this park has consistently been an issue. The proposed spaces will be located as both infill spaces and in locations that were currently underutilized. This project was funded by the La Porte Development Corporation.

Future Operating Impact: Minimal.

FIRST QUARTER FY 21-22

Original project scope is completed. Remaining project funds have been rolled over to additional parking lot design efforts.

SECOND QUARTER FY 21-22

60 % design drawings have been submitted for staff review. Comments are prepared to send back to design engineer.

PW0017 – Fairmont Parkway Signalization Project

Account Number:	0157070-530				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 16-17		\$ 1,500,000	\$ -	\$ -	
Fiscal Year 17-18		-	-	-	
Fiscal Year 18-19		-	-	-	
Fiscal Year 19-20		-	-	-	
Fiscal Year 20-21		-	-	-	
Fiscal Year 21-22		-	1,000,000	-	
Total		<u>\$ 1,500,000</u>	<u>\$ 1,000,000</u>	<u>\$ -</u>	<u>\$ 500,000</u>

PROJECT DESCRIPTION

This project includes the City's share of a joint effort with Harris County to completely re-design and re-configure the traffic signals along Fairmont Parkway. The limits of the project are 7th Street to the western City limits along Fairmont Parkway. The signals will be replaced, re-programmed, and some intersections will be re-configured to allow for better traffic flow today and in the future once Fairmont Parkway is widened. The total project budget is \$5.5 million.

Future Operating Impact: None. All signals are owned and operated by Harris County.

FIRST QUARTER FY 21-22

Project is completed. Remaining funds rolled over to EMS renovation.

PW0020 – Fencing at Spencer Highway

Account Number: 0157070-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 340,200	\$ -	\$ -	
Fiscal Year 17-18	340,200	40,906	-	
Fiscal Year 18-19	-	16,408	-	
Fiscal Year 19-20	560,000	311,674	-	
Fiscal Year 20-21	-	86,997	-	
Fiscal Year 21-22	-	3,645	41,418	
Total	<u>\$ 1,240,400</u>	<u>\$ 459,630</u>	<u>\$ 41,418</u>	<u>\$ 739,352</u>

PROJECT DESCRIPTION

To provide feasibility, planning, survey and design services for constructing an eight foot precast concrete fence and sidewalk. The concrete fence will be constructed along the south side of Spencer Highway from Farrington to Myrtle Creek and along the north side from Farrington to Valleybrook. The proposed sidewalk will extend from Farrington to Underwood Road.

Future Operating Impact: Minimal maintenance cost. Meets goals of comprehensive plan.

FIRST QUARTER FY 21-22

Northside Phase 1 is completed. Southside Phase 2 is at 100% Design. Approvals have been received from Harris County. Bid anticipated second quarter.

SECOND QUARTER FY 21-22

Award bid in the amount of \$638,178.00 from Fencecrete America Inc. went before council on April 11th, for approval. Project should start early Third Quarter.

PW0023 – Commercial Water Meter Replacement

Account Number: 0157085-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 50,000	\$ 37,694	\$ -	
Fiscal Year 17-18	30,000	6,805	-	
Fiscal Year 18-19	15,000	1,569	-	
Fiscal Year 19-20	25,000	-	-	
Fiscal Year 20-21	25,000	4,916	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 145,000</u>	<u>\$ 50,984</u>	<u>\$ -</u>	<u>\$ 94,016</u>

PROJECT DESCRIPTION

This project funds the replacement of commercial water meters.

Future Operating Impact: Maintains revenue collection.

FIRST QUARTER FY 21-22

Replaced 1 commercial meter.



PW0023 – Commercial Water Meter Replacement, continued

SECOND QUARTER FY 21-22

Replaced 1 commercial meter during the 2nd quarter.



PW0027 – Design for Drainage Improvements (6th Street/N. Madison and W. Main)

Account Number: 015/03270871-531

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 150,000	\$ 11,777	\$ -	
Fiscal Year 17-18	-	25,353	-	
Fiscal Year 18-19	250,000	18,000	-	
Fiscal Year 19-20	-	98,797	-	
Fiscal Year 20-21	-	56,317	-	
Fiscal Year 21-22	-	7,711	5,401	
Total	<u>\$ 400,000</u>	<u>\$ 217,956</u>	<u>\$ 5,401</u>	<u>\$ 176,644</u>

PROJECT DESCRIPTION

Currently, the drainage structures serving this area are approximately 60 years old. This project will fund a preliminary engineering report for future improvements to enhance drainage.

Future Operating Impact: None.

FIRST QUARTER FY 21-22

Phase 1 design is completed. Phase 2 design is at 80 %.

SECOND QUARTER FY 21-22

Phase 1 construction is completed. Phase 2 design is at 90 %. Approval has been received from TxDOT.

PW0028 – Design Somerton Improvements/Construction

Account Number: 003/015/050/0517071-531

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 150,000	\$ 78,536	\$ -	
Fiscal Year 17-18	2,200,000	79,741	-	
Fiscal Year 18-19	-	762,646	-	
Fiscal Year 19-20	-	357,245	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 2,350,000</u>	<u>\$ 1,278,168</u>	<u>\$ -</u>	<u>\$ 1,071,832</u>

PROJECT DESCRIPTION

This project funds design services for the future replacement of water line and street improvement on Somerton from Bandridge to Spencer Highway. Staff included the construction budget in the FY18 CIP. This project funds construction for the replacement of water line and street improvement on Somerton in Fund 003 (Utility Fund), Fund 015 (General CIP), and Fund 050 (Drainage Improvement).

Future Operating Impact: None.

FIRST QUARTER FY 21-22

Original project scope is completed. Remaining funds have rolled over to accomplish future local drainage improvements.

SECOND QUARTER FY 21-22

Original project scope is completed. Remaining funds have rolled over to accomplish future local drainage improvements.

PW0032 – Construct N. 6th/Main to Tyler and Main St Drainage

Account Number: 003/050/7071-531

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 17-18	\$ 990,000	\$ -	\$ -	
Fiscal Year 18-19	-	-	-	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	-	196,144	-	
Fiscal Year 21-22	-	172,870	287,871	
Total	<u>\$ 990,000</u>	<u>\$ 369,014</u>	<u>\$ 287,871</u>	<u>\$ 333,115</u>

PROJECT DESCRIPTION

Currently, the drainage structures serving this area are approximately 60 years old. This project will fund construction of drainage improvements, in these two areas. The construction budget is \$990,000 with supplemental funding in Fund 050 (950,000).

Future Operating Impact: Minimal.

FIRST QUARTER FY 21-22

Phase 1 construction is completed.



SECOND QUARTER FY 21-22

Phase 1 is complete. Phase 2 design is at 90 %. Approval has been received from TxDOT.

PW0033 – Hillridge Pump Station Construction Phase 1

Account Number:	0037085-533				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 17-18	\$	535,000	\$	-	
Fiscal Year 18-19		700,460		7,875	
Fiscal Year 19-20		-		632,066	
Fiscal Year 20-21		-		426,276	
Fiscal Year 21-22		-		1,983	
				22,860	
Total	\$	1,235,460	\$	1,068,200	\$ 144,400

PROJECT DESCRIPTION

The first portion of this project was funded in FY18 for the construction of a new pump station on the existing site. The Hillridge Pump Station is over 50 years old and in need to repair.

Future Operating Impact: None.

FIRST QUARTER FY 21-22

Original scope of project is completed. Remaining funds may be rolled over to accomplish SCADA functionality improvements.

SECOND QUARTER FY 21-22

Original scope of project is completed. Remaining funds may be rolled over to accomplish SCADA functionality improvements.

PW0034 – Aerial Crossings

Account Number: 0037071-532

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 17-18	\$ 25,000	\$ 10,916	\$ -	
Fiscal Year 18-19	140,000	2,000	-	
Fiscal Year 19-20	50,000	59,286	-	
Fiscal Year 20-21	25,000	4,980	-	
Fiscal Year 21-22	-	1,913	3,463	
Total	<u>\$ 240,000</u>	<u>\$ 79,095</u>	<u>\$ 3,463</u>	<u>\$ 157,443</u>

PROJECT DESCRIPTION

This annual project will address maintenance of exposed water and wastewater pipes that cross drainage channels.

Future Operating Impact: None.

FIRST QUARTER FY 21-22

No activity.

SECOND QUARTER FY 21-22

One aerial crossing identified for painting during the 3rd Qt.

PW0046 – Pumps & Equipment Replacement

Account Number: 0037085-533

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 18-19	\$ 50,000	\$ 9,500	\$ -	
Fiscal Year 19-20	50,000	11,052	-	
Fiscal Year 20-21	50,000	-	-	
Fiscal Year 21-22	50,000			
Total	<u>\$ 200,000</u>	<u>\$ 20,552</u>	<u>\$ -</u>	<u>\$ 179,448</u>

PROJECT DESCRIPTION

This project replaces aging pumps and motors within the Wastewater Treatment Plant and Water Production facilities.

FIRST QUARTER FY 21-22

Water pump motors rebuilt at plant #5 and #9.

Stairscreen rebuild at wastewater treatment plant.



PW0046 – Pumps & Equipment Replacement, continued

FIRST QUARTER FY 21-22



PW0046 – Pumps & Equipment Replacement – cont.

SECOND QUARTER FY 21-22

ATC 900 UPD - upgrade kit for transfer switch on generators at treatment plant. Expected to ship April 29, 2022.

PW0047 – 25th Street Water Plant Generator (HMGP)

Account Number: 0327085-533

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 215,000	\$ -	\$ -	
	-	-	-	
Total	<u>\$ 215,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 215,000</u>

PROJECT DESCRIPTION

Description: This project will fund the 25th Street Water Plant Generator. The City will receive partial funding from the Hazard Mitigation Grant Program.

Future Operating Impact: No costs anticipated.

FIRST QUARTER FY 21-22

No activity this quarter.

SECOND QUARTER FY 21-22

No activity this quarter.

PW0048 – Lift Station 40 (HMGP)

Account Number: 0327086-532

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 120,000	\$ -	\$ -	
	-	-	-	
Total	<u>\$ 120,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 120,000</u>

PROJECT DESCRIPTION

Description: The current equipment is 16 years old and reaching the end of its useful life. This project will fund equipment replacement and will receive partial funding from the Hazard Mitigation Grant Program.

Future Operating Impact: No costs anticipated.

FIRST QUARTER FY 21-22

No activity this quarter.

SECOND QUARTER FY 21-22

No activity this quarter.

PW0053 – Replace Main Lift Pumps 1 & 2

Account Number: 0037087-532

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	\$ 120,000	\$ -	\$ -	
Fiscal Year 21-22	-	95,992	-	
Total	<u>\$ 120,000</u>	<u>\$ 95,992</u>	<u>\$ -</u>	<u>24,008</u>

PROJECT DESCRIPTION

This project replaces aging pumps within the influent wet well at the Wastewater Treatment plant. Year one of three year plan to replace all six influent pumps.

Future Operating Impact: Decreased maintenance costs and improved efficiency.

FIRST QUARTER FY 21-22

Project complete.



PW0054 – Copper Limit Study

Account Number: 0037087-532

	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 20-21	\$ 100,000	\$ -	\$ -	
Fiscal Year 21-22		44,150	6,850	
Total	<u>\$ 100,000</u>	<u>\$ 44,150</u>	<u>\$ 6,850</u>	<u>\$ 49,000</u>

PROJECT DESCRIPTION

This project provides for a saltwater Water Effect Ratio (WER) study to assess the feasibility of reducing effluent contaminant limits at the wastewater treatment facility.

Future Operating Impact: Projects future improvements at WWTP.

FIRST QUARTER FY 21-22

Study portion completed. Lab Analysis is completed. Consultant has prepared a report that is currently under review by TCEQ. Substantial permit modification has begun to incorporate new copper limits in permit.

SECOND QUARTER FY 21-22

The TCEQ permit amendment process is currently on hold until the TCEQ/EPA approves of the WER Study findings and a new Copper permit limit factor is established. At that time, the permit amendment application will be submitted to the TCEQ.

PW0056 – Replace Belt Press 1

Account Number: 0037087-532

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	\$ 450,000	\$ -	\$ -	
Fiscal Year 21-22	-	186,894	-	
Total	<u>\$ 450,000</u>	<u>\$ 186,894</u>	<u>\$ -</u>	<u>\$ 263,106</u>

PROJECT DESCRIPTION

This project funds the replacement of the 16 year old belt press at the wastewater treatment plant.***Future Operating Impact:*** Improvements will lessen future maintenance and operating costs.**FIRST QUARTER FY 21-22**

Belt Press 1 has been rehabilitated. Main portion of project is completed. Remaining funds are requested to carryover.

PW0059 – Public Works Facility Design

Account Number: 0157070-530

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	\$ 750,000	\$ -	\$ -	
Fiscal Year 21-22	-	-	-	
Total	<u>\$ 750,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 750,000</u>

PROJECT DESCRIPTION

An assessment was performed on the current Public Works Service Center. The current facility is 37 years old and does not meet wind-loading requirements. This project will fund design services for improvements to the facility to meet current and future needs.

Future Operating Impact: None.

FIRST QUARTER FY 21-22

Project is still in pre-design phase.

SECOND QUARTER FY 21-22

Consultant is preparing a concept for new building and improvements to existing building.

PW0060 – Pecan Park Parking Lot Improvement

Account Number: 015/0327070-530

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	\$ 350,000	\$ -	\$ -	
Fiscal Year 21-22	623,000	30,620	125,383	
Total	<u>\$ 973,000</u>	<u>\$ -</u>	<u>\$ 125,383</u>	<u>\$ 847,617</u>

PROJECT DESCRIPTION

Description: This project provides for the modification of the existing parking lot at Pecan Park. The scope of work is intended to provide additional parking space while addressing safety concerns related to traffic flow within the parking lot.

This project is supplementing the funding for Pecan Park Improvements for trees and landscaping.

Future Operating Impact: Minimal.

FIRST QUARTER FY 21-22

Project is currently at 30% design.

SECOND QUARTER FY 21-22

60 % design drawings have been submitted for staff review. Comments are prepared to send back to design engineer.

PW0061 – Plant 9 Ground Storage Tank Replacement

Account Number: 0157070-530

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	\$ 30,000	\$ -	\$ -	
Fiscal Year 21-22	-	-	15,000	
Total	<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>

PROJECT DESCRIPTION

This project funds design and replacement of a 32 year old water storage tank at Water Plant 9.

Future Operating Impact: Minimal.

FIRST QUARTER FY 21-22

Design is completed. Project is out for bid. Award is anticipated second quarter.

SECOND QUARTER FY 21-22

The bid was awarded to W. W. Payton at the March 28th City Council meeting. The Purchasing Department will execute the contract.

PW0062 – City Logo at Fairmont Parkway & Wharton Weems

Account Number: 0157070-530

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 93,000	\$ -	\$ -	
Total	<u>\$ 93,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 93,000</u>

PROJECT DESCRIPTION

Description: This project will incorporate the City of La Porte logo into the retaining walls for the overpasses at the intersection of SH146 and Fairmont Parkway and SH 146 and Wharton Weems. The retaining walls will be constructed as part of the SH 146 Expansion Project proposed by TxDOT.

Future Operating Impact: Anticipate minimal utility cost.

FIRST QUARTER FY 21-22

Portions of the project are still under design by TxDOT.

SECOND QUARTER FY 21-22

No Activity this quarter.

CLFRF1 – Main Sewer Rehabilitation

Account Number:	0327087-532			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	700,000	-	-	
Total	<u>\$ 700,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 700,000</u>

PROJECT DESCRIPTION

Description: This project is for a trenchless, cure-in-place rehabilitation for a 30 inch sewer main approximately 1,000 feet in length

Future Operating Impact: . Increase the reliability of this major trunk main section

FIRST QUARTER FY 21-22

Specifications have been prepared.

SECOND QUARTER FY 21-22

No new activity. Awaiting additional grant funds.

CLFRF2 – Lift Station Improvements

Account Number:	0329890-760			
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 35,000	\$ -	\$ 6,288	
Total	<u>\$ 35,000</u>	<u>\$ -</u>	<u>\$ 6,288</u>	<u>\$ 28,712</u>

PROJECT DESCRIPTION

This project will fund general repairs to the City's various lift stations. Improvements may include replacing and repairing pumps, piping, and control panels.

Future Operating Impact: . Improvements will lessen future maintenance and operating costs

FIRST QUARTER FY 21-22

A requisition for a new MCC panel at lift station #33 is in progress.

SECOND QUARTER FY 21-22

Awaiting delivery and installation of LS 33 control panel. Additional projects to be identified during the 3rd Quarter.

CLFRF3 – Belt Press Rehabilitation

Account Number:	0327087-532			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 200,000	\$ -	\$ -	
Total	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 200,000</u>

PROJECT DESCRIPTION

This project funds the replacement of the 16 year old belt press at the wastewater treatment plant.

Future Operating Impact: . Improvements will lessen future maintenance and operating costs

FIRST QUARTER FY 21-22

Specifications have been prepared.

SECOND QUARTER FY 21-22

The project was awarded to Alfa Laval as a sole source contractor at the March 28th City Council meeting. Purchase Order to be issued.

CLFRF4 – Freeze- Proof Pressure Monitors

Account Number:	0327085-533			
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 35,000	\$ -	\$ -	
Total	<u>\$ 35,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,000</u>

PROJECT DESCRIPTION

This project will provide and install pressure monitors for the water distribution system that are protected from freezing temperatures. These monitors will provide remote access through the existing SCADA system.

Future Operating Impact: Improved operational capabilities during a freeze event

FIRST QUARTER FY 21-22

Product research is being conducted.

SECOND QUARTER FY 21-22

Product research is still being conducted.

CLFRF5 – Ground Tank Replacement

Account Number:	0327085-533			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 300,000	\$ -	\$ -	
Total	<u>\$ 300,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 300,000</u>

PROJECT DESCRIPTION

This project replaces a 30 year-old water storage tank that is nearing the end of its service life.

Future Operating Impact: Reduced maintenance costs and maintain water quality

FIRST QUARTER FY 21-22

Project is out for bid. Award is anticipated second quarter.

SECOND QUARTER FY 21-22

The bid was awarded to W. W. Payton at the March 28th City Council meeting. The Purchasing Department will execute the contract.

CLFRF6 – Lift Station Pump Replacement

Account Number:	0327086-532			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 100,000	\$ -	\$ -	
Total	<u>\$ 100,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100,000</u>

PROJECT DESCRIPTION

This project is a multi-year plan to replace submersible pumps at major lift stations. FY21-22 needs are identified as stations 1A, 30 and 40.

Future Operating Impact: Increased reliability and energy efficiency. Reduced maintenance costs

FIRST QUARTER FY 21-22

Specifications have been prepared. Bid anticipated second quarter.

SECOND QUARTER FY 21-22

The bid was awarded to Hahn Equipment at March 28 City Council meeting. Purchase Order to be issued.

CLFRF7 – Chlorine & S02 Valve Replacement

Account Number: 0327087-532

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 52,000	\$ -	\$ -	
Total	<u>\$ 52,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 52,000</u>

PROJECT DESCRIPTION

This project replaces automated safety valves for wastewater treatment chemical supply containers.***Future Operating Impact:*** Improved safety and reliability**FIRST QUARTER FY 21-22**

Specifications have been prepared. Bid anticipated second quarter.**SECOND QUARTER FY 21-22**

Bids were received on March 15, 2022. Anticipate award at April 11th City Council meeting

CLFRF8 – Blower Replacement

Account Number:	0327087-532			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 105,000	\$ -	\$ -	
Total	<u>\$ 105,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 105,000</u>

PROJECT DESCRIPTION

This project replaces of one forty year old blower at the Wastewater Treatment Plant.

Future Operating Impact: Improve efficiency

FIRST QUARTER FY 21-22

Specifications have been prepared. Bids anticipated second quarter.

SECOND QUARTER FY 21-22

Bids were received on March 1, 2022. Staff anticipates award at the April 11th City Council meeting.

CLFRF9 – Rehabilitate Lift Station #31

Account Number:	0327086-532			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 220,000	\$ -	\$ -	
Total	<u>\$ 220,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 220,000</u>

PROJECT DESCRIPTION

This is year one of a multi-year funding plan to rehabilitate the sewer lift station for Fairmont East (31). This amount is expected to cover design phase services.

Future Operating Impact: Minimal

FIRST QUARTER FY 21-22

Proposal for design has been requested from Schaumburg and Polk.

SECOND QUARTER FY 21-22

Staff has negotiated a professional services agreement for engineering services. The agreement is expected to be presented to Council for an award at the April 25th City Council meeting.

CLFR10 – Chlorine Safety Valves

Account Number:	0327085-533			
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 54,000	\$ -	\$ -	
Total	<u>\$ 54,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 54,000</u>

PROJECT DESCRIPTION

This project funds the addition of automated safety valves on water treatment chemical supply containers at 6 locations for the city's water wells.

Future Operating Impact: Improved Safety and reliability

FIRST QUARTER FY 21-22

Specifications have been prepared. Bids anticipated second quarter.

SECOND QUARTER FY 21-22

Purchasing is finalizing the Bid Package together with the grant requirements. Bids and Council approval anticipated in third quarter.

CLFR12 – Battleground Estates

Account Number:	0329881-690			
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 150,000	\$ -	\$ -	
Total	<u>\$ 150,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 150,000</u>

PROJECT DESCRIPTION

The drainage improvement project is focused on the Lomax Area north of "P" Street. Mitigation efforts include adjustments to existing roadside ditches, increasing culvert sizes and drainage channel improvements. Pre-funding for this project began in FY19, with \$65,000 budgeted within Fund 019.

Future Operating Impact: Improve Storm water Drainage system in Northwest La Porte

FIRST QUARTER FY 21-22

Coordination underway with Harris County Flood Control.

SECOND QUARTER FY 21-22

Awaiting 2nd distribution of ARPA funds. No activity this quarter.

CLFR13 – Valleyview Bridge

Account Number:	0327071-531			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 100,000	\$ -	\$ -	
Total	<u>\$ 100,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100,000</u>

PROJECT DESCRIPTION

As part of the drainage analysis associated with the F101 Channel improvements project, Harris County identified the need for modifying the Valleyview Bridge to provide increase the benefits of the downstream channel improvements. This project anticipated to be funded in phases, with this initial round of funding intended to be utilized to initiate the engineering associated with the proposed project.

Future Operating Impact: Improve Storm water Drainage system in Northwest La Porte

FIRST QUARTER FY 21-22

No activity this quarter.

SECOND QUARTER FY 21-22

Talks continue with Harris County Flood Control to draft an interlocal agreement resulting in reduced funding from La Porte.

CLFR14 – F-101 Lomax Drainage

Account Number:	0329881-690			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 1,550,000	\$ -	\$ -	
Total	<u>\$ 1,550,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,550,000</u>

PROJECT DESCRIPTION

This project funds the City's portion of funding to partner with Harris County Flood Control District to re-design or widen F101 Drainage Channel to reduce the efforts of multiple pipeline crossings that effect channel elevation and ultimate capacity.

Future Operating Impact: Improve Storm water Drainage system in Northwest La Porte

FIRST QUARTER FY 21-22

No activity this quarter. HCFCD is leading the efforts on this project. HCFCD has completed PER and is currently negotiating a professional services agreement with a design engineer to begin final design efforts. Final design efforts are expected to begin late March or early April 2022.

SECOND QUARTER FY 21-22

No activity this quarter. HCFCD scheduled a project update meeting, with City staff, for April 13th.

SEW669 – Sanitary Sewer Rehabilitation

Account Number:	0189881-669			Budget
Funding:		Budget	Expenditures	Encumbrances
Fiscal Year 21-22		\$ 350,000	\$ 161,756	\$ 178,534
Total		<u>\$ 350,000</u>	<u>\$ 161,756</u>	<u>\$ 178,534</u>
				<u>\$ 9,710</u>

Note: This project does not roll forward each year. A new amount is budgeted each year.

PROJECT DESCRIPTION

Public Works Department will perform in-house rehabilitation of sewers by slip line, point repairs, manhole sealing, smoke testing, and TV inspection. This program is mandated by the Texas Commission on Environmental Quality (TCEQ). **Note: This project does not roll forward each year. A new amount is budgeted each year.**

Future Operating Impact: No impact is anticipated. This is a preventive program in efforts reduce the cost of future repairs and/or maintenance.

FIRST QUARTER FY 21-22

In-house forces completed 23 sewer point repairs, conducted 33 manhole inspections and smoke tested 871 feet of sewer main. In-house forces repaired 60 vertical feet of manholes, cleaned 16 lift station wet wells, and cleaned 21,745 feet of sewer main. Contract forces sealed 21 vertical feet of manholes and completed 1 point repair. Contract forces cleaned and televised 8,983 feet of sewer main.



SEW669 – Sanitary Sewer Rehabilitation, continued

FIRST QUARTER FY 21-22



SEW669 – Sanitary Sewer Rehabilitation, continued

SECOND QUARTER FY 21-22

In-house forces completed 8 sanitary sewer point repairs, conducted 4 manhole inspections, and smoke tested 2130' feet of sanitary sewer main. In-house forces repaired 21 vertical feet of sanitary sewer manholes, cleaned 19 lift station wet wells, and cleaned 24,463 feet of sanitary sewer main. In-house forces cleaned 6 sanitary sewer manholes and performed 1 dye flood test. Contract forces pipebursted 1976' of sewer main city wide. Contract forces cleaned and televised 3761 feet of sanitary sewer main city wide. Contracted forces installed 4 new sanitary sewer manholes and installed 254' of sanitary sewer main.



SM0002 – Asphalt Street Surfacing

Account Number:	0337071-531			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 20-21	604,840	-	-	
Fiscal Year 21-22	838,000	673,790	167,422	
Total	<u>\$ 1,442,840</u>	<u>\$ 673,790</u>	<u>\$ 167,422</u>	<u>\$ 601,628</u>

PROJECT DESCRIPTION

This project funds the annual program to resurface streets throughout the City with asphalt. **Note: This project does not roll forward each year. A new amount is budgeted each year.**

Future Operating Impact: Minimal.

FIRST QUARTER FY 21-22

FY 2021-22 Portion of project is underway. Interior access roads for La Porte Municipal Airport have been overlayed.

SECOND QUARTER FY 21-22

Asphalt resurfacing project is at 90% complete should be completed by the end of April.



Project SM0003 – Street Repair Material (in-house)

Account Number: 0337071-531

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 50,000	\$ 50,205	\$ -	
Fiscal Year 17-18	50,000	38,992	-	
Fiscal Year 18-19	50,000	34,866	-	
Fiscal Year 19-20	50,000	13,426	-	
Fiscal Year 20-21	60,000	18,692	-	
Fiscal Year 21-22	20,000	-	2,547	
Total	<u>\$ 280,000</u>	<u>\$ 156,181</u>	<u>\$ 2,547</u>	<u>\$ 121,272</u>

PROJECT DESCRIPTION

This project funds the purchase of materials for repairs that are completed by in-house street crews.

Future Operating Impact: None.

FIRST QUARTER FY 21-22

Materials purchased for pothole patching, crack sealing and in-house concrete repairs.

SECOND QUARTER FY 21-22

No activity this quarter.

STR7TH – South 7th Street Paving and Drainage

Account Number: 003/019/033-7071-531

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 18-19	\$ 139,340	139,340	\$ -	
Fiscal Year 19-20	2,435,000	297,586	-	
Fiscal Year 20-21	2,867,000	20,293	-	
Fiscal Year 21-22	-	1,693,780	2,817,331	
Total	<u>\$ 5,441,340</u>	<u>\$ 2,150,999</u>	<u>2,817,331</u>	<u>\$ 473,009</u>

PROJECT DESCRIPTION

(003) Utility Fund – This project will fund water main adjustments needed for drainage system on South 7th Street from Main Street to Fairmont Parkway. Total costs for Design and Construction is estimated at \$5,300,000.

(033) Drainage Fund – This project will fund design and construction of improved drainage with concrete curb and gutter with sidewalks on South 7th Street from Main Street to Fairmont Parkway. Total costs for Design and Construction is estimated at \$5,300,000

Future Operating Impact: Improved street surface and improved area drainage.

FIRST QUARTER FY 21-22

Project is awarded to D&W Contractors. Construction is currently underway. Project is on schedule.



STR7TH – South 7th Street Paving and Drainage

SECOND QUARTER FY 21-22

D & W Contractors are 75% complete with the drainage portion of this project. Roadway construction has started on the southbound lane of 7th street from Main Street to F street. The 7th Street Paving and Drainage Project is currently 50% complete and on schedule for final completion by the end of this year.



UTL655 – Meter Replacement Program

Account Num| 0039890-655

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 12-13	\$ 80,000	\$ 79,141	\$ -	
Fiscal Year 13-14	90,000	85,102	-	
Fiscal Year 14-15	290,000	110,163	-	
Fiscal Year 15-16	180,000	285,591	-	
Fiscal Year 16-17	250,000	317,186	-	
Fiscal Year 17-18	299,046	275,671	-	
Fiscal Year 18-19	300,000	299,682	-	
Fiscal Year 19-20	350,000	163,808	-	
Fiscal Year 20-21	350,000	108,691	-	
Fiscal Year 21-22	350,000	81,932	268,068	
Total	<u>\$ 2,539,046</u>	<u>\$ 1,806,966</u>	<u>\$ 268,068</u>	<u>\$ 464,012</u>

PROJECT DESCRIPTION

This funds the annual program to continue replacing water meters, which includes the purchasing of electronic components, meters and meter boxes.

Future Operating Impact: Reduced maintenance on old, broken water meters.

FIRST QUARTER FY 21-22

289 meters were replaced for the first quarter.

SECOND QUARTER FY 21-22

238 meters were replaced for the second quarter.

UTL697 – Valve Replacement Program (in-house)

Account Number: 0039890-697

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 14-15	\$ 40,000	\$ 24,479	-	
Fiscal Year 15-16	25,000	6,273	-	
Fiscal Year 16-17	25,000	8,034	-	
Fiscal Year 17-18	25,000	24,847	-	
Fiscal Year 18-19	25,000	15,421	-	
Fiscal Year 19-20	25,000	12,010	-	
Fiscal Year 20-21	25,000	15,427	-	
Fiscal Year 21-22	-	10,713	-	
Total	<u>\$ 190,000</u>	<u>\$ 117,204</u>	<u>\$ -</u>	<u>\$ 72,796</u>

PROJECT DESCRIPTION

This project is for material cost for City crews to replace non-functioning water main valves.

Future Operating Impact: Improved efficiency

FIRST QUARTER FY 21-22

Replaced 7 gate valves during the 1st quarter.



UTL697 – Valve Replacement Program (in-house), continued

FIRST QUARTER FY 21-22



UTL697 – Valve Replacement Program (in-house), continued

SECONDQUARTER FY 21-22

Replaced 4 gate valves during the 2nd quarter.



UTL898 – In House Waterline Replacement

Account Number:	0039890-898			Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>
Fiscal Year 20-21		\$ 35,000	\$ 9,608	\$ -
Total		<u>\$ 35,000</u>	<u>\$ 9,608</u>	<u>\$ -</u>
				<u>\$ 25,392</u>

Note: This project does not roll forward each year. A new amount is budgeted each year.

PROJECT DESCRIPTION

This project funds the replacement of small steel lines in the alleys of La Porte where numerous leaks and failures continue to occur. **Note: This project does not roll forward each year. A new amount is budgeted each year.**

Future Operating Impact: Reduction in leak repairs.

FIRST QUARTER FY 21-22

40' of pipe installed at 600 block of S. 4th St.
180' of pipe installed at 600 block of S. 4th St.
72' of pipe installed under Shore Acres Blvd
70' of pipe installed at W. Madison /N. 6th St.

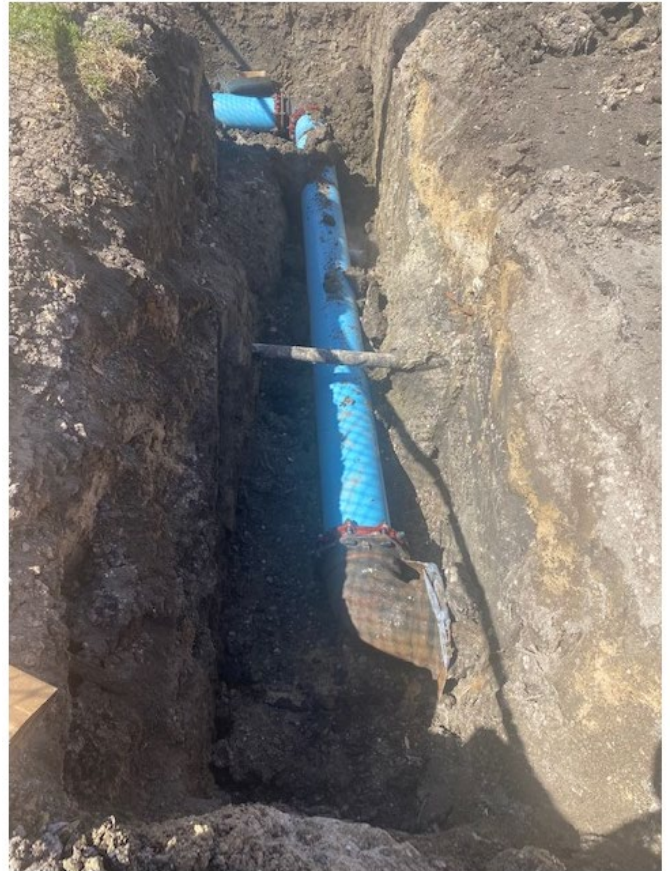


UTL898 – In House Waterline Replacement, continued

SECOND QUARTER FY 21-22

160 feet installed at 500 blk S. 4th St.

55 feet installed at N. 1st St. waterline replacement.





REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 23, 2022

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Draft Site Plan, Draft Floor Plan, Exterior Concepts, Probable Construction Costs

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

SUMMARY

In February of 2019, the City of La Porte selected Huitt-Zollars Inc. to perform an assessment of the current Public Works building and a review of the existing utilization of space through RFQ 19602. At the completion of the assessment, Huitt Zollars worked to provide a space program and needs assessment for 104 employees encompassing 10 divisions.

During the assessment the issues identified were structural building problems, aesthetic maintenance issues and some deficiencies consistent with 40 years of use. All structural defects were addressed. The maintenance items were prioritized and corrected.

In June 2020, a presentation was provided to City Council that included construction of a complete, new Public Works Facility and demolition of the existing 40 year old building. The budget for this conceptual plan exceeded the amount City Council anticipated. Re-direction was provided by Council to utilize and renovate the existing building for certain uses, reducing the size of the new structure and research possible ways to reduce project costs. Negotiations to revise the contract with the architect took place and a revised services agreement was reached and approved by City Council in December of 2020.

In the first quarter of 2021, efforts were underway to move forward with the revised agreement terms to deliver a cost-conscious conceptual plan for improvements at the Public Works Service Center. Major goals of conceptual design focused on developing a smaller conceptual floor plan for a new Public Works facility, renovation and improvements to the existing structures, a development of a Preliminary Engineering Report to examine constructability, utility routing and construction phasing alternatives to minimize impacts and maintain operations during construction activity.

In July of 2021, the architect that was assigned to our project left the firm. At the same time, we had two other Huitt-Zollars projects that were experiencing delays. Efforts were focused on Five Points Pavillion and the EMS Dormitory additions. As these

projects were brought back on track, the progress with Public Works Service Center was resumed with a new team focused on a cost-efficient and functional design.

Goals of cost-savings were achieved in following manner:

- Re-utilize and renovate the existing structure to meet current codes and requirements and house expanded Warehouse area, Equipment Services repair bays, Fleet Parts, storage for Solid Waste department, storage for Building Maintenance and storage for the Utilities Department and equipment wash rack.
- Removal of (1) one 40 year-old equipment shed will allow for placement of a new building on the corner of N. 23rd and C Street. This placement will allow for construction that will not interfere with daily operations. Major utilities are readily available at the building site.
- Expansion and renovation of restroom area in existing building.
- Extensions made to two existing equipment sheds.
- Additions made to existing storage building.

The next phase of Huitt-Zollars tasks includes a Preliminary Engineering Report (PER) for the Public Works Service Center. Before entering into the PER phase, staff welcomes questions and feedback regarding the conceptual design and the estimated construction budget of \$9,393,000.00. Additional soft costs are estimated at 1,138,524.67, which includes fees for design, which has been approved in FY 21, leaving an estimated cost of associated soft cost fees of \$388,524.00 Staff and the consultant will continue to look for alternatives to save money throughout the project.

Huitt-Zollars staff will provide a brief presentation and answer any questions.

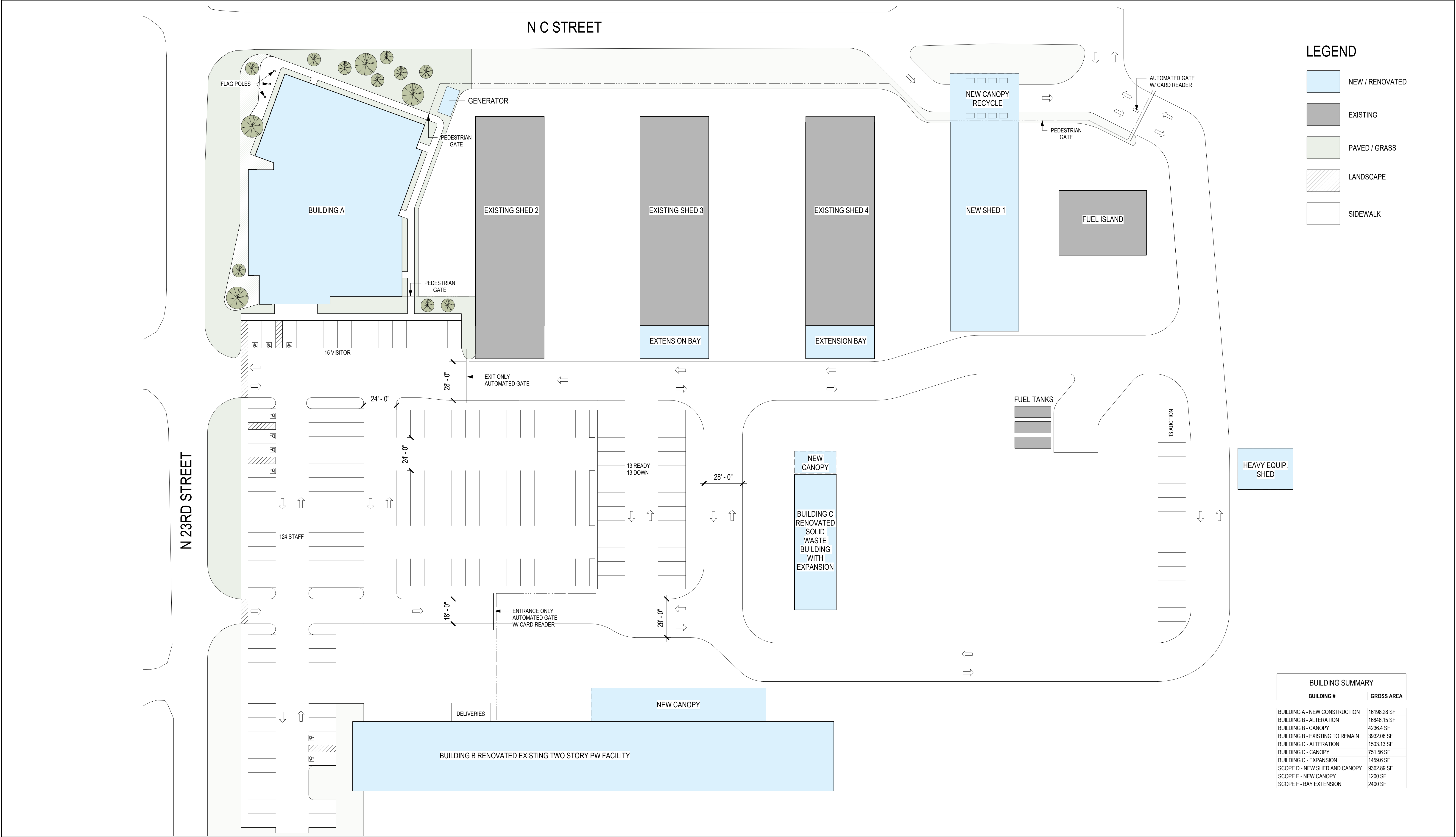
RECOMMENDED MOTION

No action is needed. Staff welcomes questions and feedback regarding the conceptual design for improvements at the Public Works Service Center.

Approved for the City Council meeting agenda

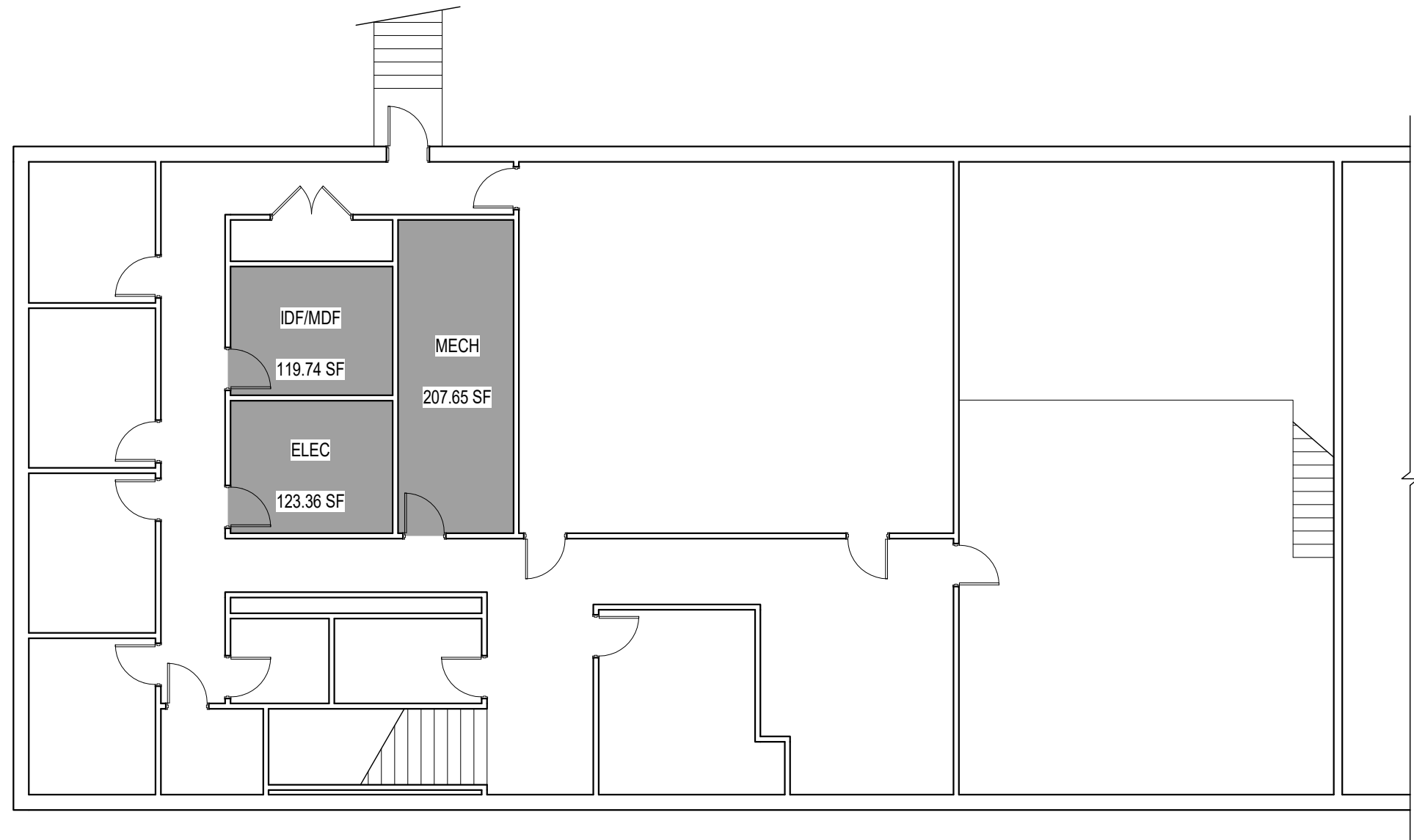
Corby D. Alexander, City Manager

Date



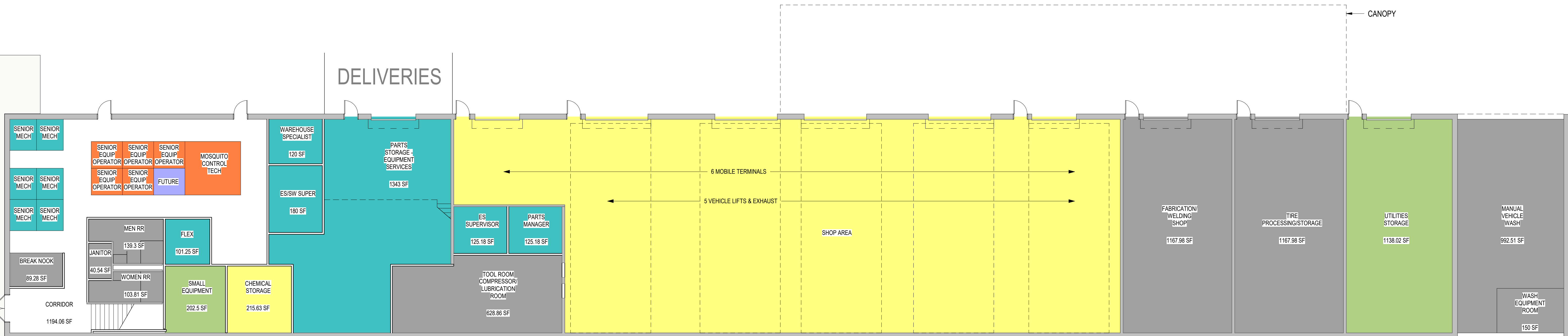
BUILDING SUMMARY	
BUILDING #	GROSS AREA
BUILDING A - NEW CONSTRUCTION	16198.28 SF
BUILDING B - ALTERATION	16846.15 SF
BUILDING B - CANOPY	4236.4 SF
BUILDING B - EXISTING TO REMAIN	3932.08 SF
BUILDING C - ALTERATION	1503.13 SF
BUILDING C - CANOPY	751.56 SF
BUILDING C - EXPANSION	1459.6 SF
SCOPE D - NEW SHED AND CANOPY	9362.89 SF
SCOPE E - NEW CANOPY	1200 SF
SCOPE F - BAY EXTENSION	2400 SF





LEGEND

- EQUIPMENT SERVICES
- BUILDING MAINT
- UTILITIES
- STREETS
- FUTURE
- SHARED

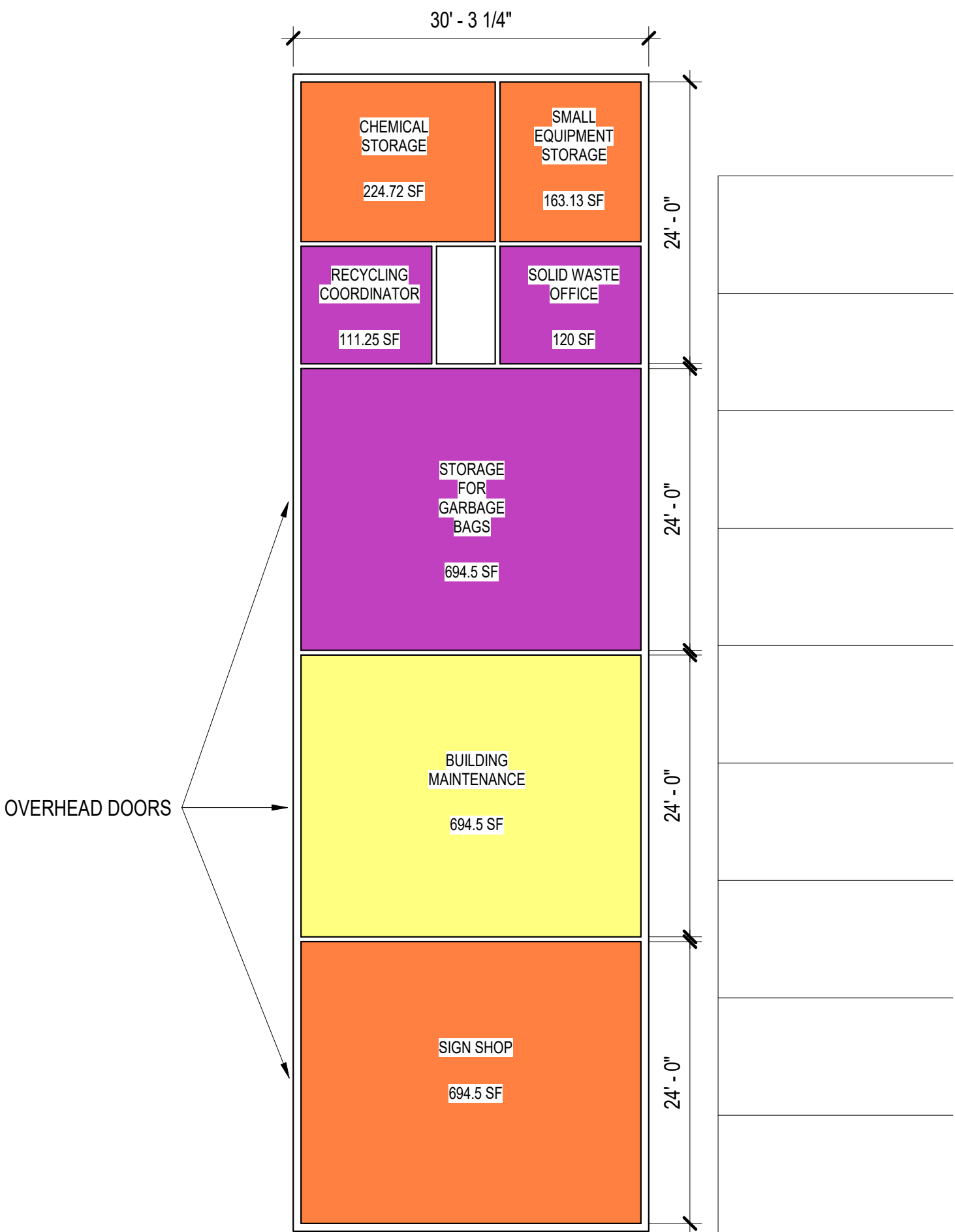


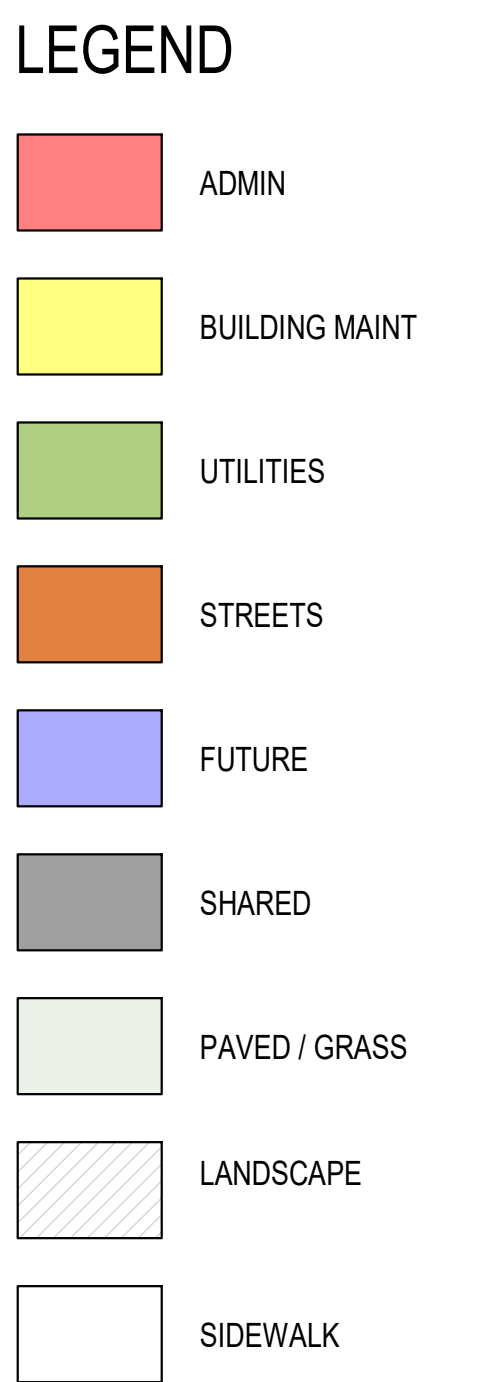
CITY OF LA PORTE
BUILDING B - FLOOR PLAN

HUITT-ZOLIARS
05/04/22

LEGEND

- SOLID WASTE
- STREETS
- BUILDING MAINTENANCE





CITY OF LA PORTE

BUILDING A - FLOOR PLAN

BUILDING A - FLOOR PLAN

HUITT-ZOLLARS
05/04/22

5/04/22



N C ST PERSPECTIVE



N23 RD PERSPECTIVE



CITY OF LA PORTE
BUILDING A - REINFORCED VERTICALS

HUITT-ZOLLARS
05/04/22



N C ST PERSPECTIVE



N23 RD PERSPECTIVE





N C ST PERSPECTIVE

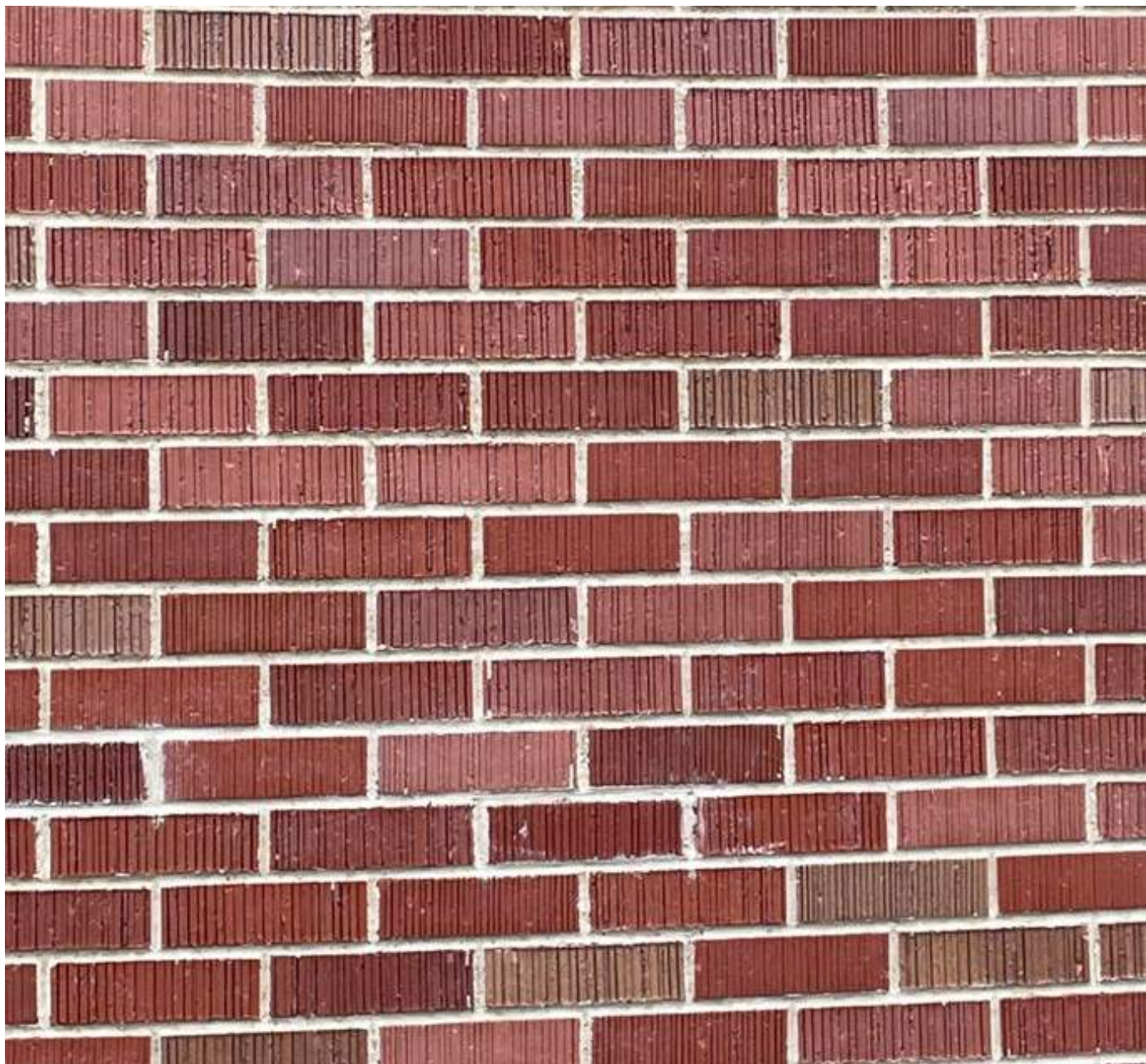


N23 RD PERSPECTIVE



CITY OF LA PORTE
FRAMES

HUITT-ZOLLARS
05/04/22



MATERIALS AND TEXTURES



CITY OF LA PORTE
INSPIRATION

Public Works Complex

Probable Construction Cost

		Construction Cost	
Item			
A	Building A - New Public Works Building	\$ 4,029,000.00	
B	Building B - Alteration of Existing PW Building	\$ 2,275,355.00	
C	Building C - Alteration of Solid Waste Building	\$ 481,280.00	
D	Scope D - New Shed & Recycling Canopy	\$ 543,054.00	
E	Scope E - New Heavy Equipment Canopy	\$ 69,600.00	
F	Scope F - Site Improvements	\$ 1,141,500.00	
G	Contractor General Conditions, Overhead & Profit	\$ 853,978.90	
	Total Construction Cost	\$ 9,393,767.90	
	City Contingency	\$ 469,688.40	% of Construction Cost 5%
		Soft Costs	% of Construction Cost
	Design Fee	\$ 751,501.43	8.00%
	Survey	\$ 11,272.52	0.12%
	Construction Management	\$ 281,813.04	3.00%
	Geotechnical	\$ 23,484.42	0.25%
	Environmental	\$ 23,484.42	0.25%
	Constructon Materials Testing	\$ 23,484.42	0.25%
	Inspections	\$ 23,484.42	0.25%
	Total Soft Costs	\$ 1,138,524.67	12.12%
	Total Project Cost	\$ 11,001,980.96	

Huitt-Zollars, Inc		City of La Porte			Conceptual Design		
04-May-22							
		Public Works Complex					
		Probable Construction Cost					
ITEM #	ITEM DESCRIPTION		Unit	Est. Qty	Unit Price		Total Per Item
A	Building A - New Public Works Building		SF	16,116	\$ 250.00		\$ 4,029,000
1		Foundation	SF		\$ 18.00	\$ -	
2		Slab on grade	SF		\$ 30.00	\$ -	
3		Roof	SF		\$ 25.00	\$ -	
4		Structural Steel	SF		\$ 8.00	\$ -	
5		Exterior Walls	SF		\$ 10.00	\$ -	
6		Exterior Doors	SF		\$ 2.00	\$ -	
7		Exterior Windows	SF		\$ 10.00	\$ -	
8		Interior Partitions	SF		\$ 10.00	\$ -	
9		Interior Doors	SF		\$ 4.00	\$ -	
10		Fittings Specialities	SF		\$ 8.00	\$ -	
11		Wall Finishes	SF		\$ 7.00	\$ -	
12		Floor Finishes	SF		\$ 7.00	\$ -	
13		Ceiling Finishes	SF		\$ 5.00	\$ -	
14		Millwork	SF		\$ 3.00	\$ -	
15		Window Coverings	SF		\$ 5.00	\$ -	
16		Plumbing Fixtures	SF		\$ 3.00	\$ -	
17		Potable Water Distribution	SF		\$ 3.00	\$ -	
18		Sanitary Waste	SF		\$ 3.00	\$ -	
19		Rain Water Discharge	SF		\$ 5.00	\$ -	
20		HVAC	SF		\$ 20.00	\$ -	
21		Electrical Service and Distribution	SF		\$ 10.00	\$ -	
22		Lighting and Conductors	SF		\$ 12.00	\$ -	
23		Fire Protection (Alarms and Suppression)	SF		\$ 10.00	\$ -	
24		Communications and Security	SF		\$ 8.00	\$ -	
25		Data and IT	SF		\$ 20.00	\$ -	
					Total		\$ 4,029,000

Huitt-Zollars, Inc		City of La Porte			Conceptual Design		
04-May-22							
		Public Works Complex					
		Probable Construction Cost					
ITEM #	ITEM DESCRIPTION		Unit	Est. Qty	Unit Price		Total Per Item
B	Building B - Alteration of Existing PW Building						\$ 2,275,355
		First Floor Alteration	SF	16,364	\$ 125.00	\$2,045,500.00	
		Second Flood Alteration	SF	483	\$ 125.00	\$ 60,375.00	
7		Exterior Doors	SF		\$ 2.00	\$ -	
8		Exterior Windows	SF		\$ 35.00	\$ -	
9		Interior Partitions	SF		\$ 10.00	\$ -	
10		Interior Doors	SF		\$ 4.00	\$ -	
11		Fittings Specialities	SF		\$ 8.00	\$ -	
12		Wall Finishes	SF		\$ 7.00	\$ -	
13		Floor Finishes	SF		\$ 7.00	\$ -	
14		Ceiling Finishes	SF		\$ 5.00	\$ -	
15		Millwork	SF		\$ 8.00	\$ -	
16		Window Coverings	SF		\$ 5.00	\$ -	
17		Plumbing Fixtures	SF		\$ 3.00	\$ -	
18		Potable Water Distribution	SF		\$ 3.00	\$ -	
19		Sanitary Waste	SF		\$ 3.00	\$ -	
20		Rain Water Discharge	SF		\$ 5.00	\$ -	
21		HVAC	SF		\$ 20.00	\$ -	
22		Electrical Service and Distribution	SF		\$ 10.00	\$ -	
23		Lighting and Conductors	SF		\$ 12.00	\$ -	
24		Fire Protection (Alarms and Suppression)	SF		\$ 10.00	\$ -	
25		Communications and Security	SF		\$ 8.00	\$ -	
26		Data and IT	SF		\$ 20.00	\$ -	
27		Canopy	SF	4,237	\$ 40.00	\$ 169,480.00	
					Total		\$ 2,275,355

Huitt-Zollars, Inc		City of La Porte			Conceptual Design		
04-May-22							
		Public Works Complex					
		Probable Construction Cost					
ITEM #	ITEM DESCRIPTION	Unit	Est. Qty	Unit Price		Total Per Item	
C	Building C - Alteration of Solid Waste Building	SF	1,504	\$ 100.00		\$ 150,400	
C	Building C - Expansion of Solid Waste Building	SF	1,504	\$ 200.00		\$ 300,800	
1	Foundation	SF		\$ 18.00	\$ -		
2	Slab on grade	SF		\$ 30.00	\$ -		
4	Roof	SF		\$ 25.00	\$ -		
5	Structural Steel	SF		\$ 10.00	\$ -		
6	Exterior Walls	SF		\$ 20.00	\$ -		
7	Exterior Doors	SF		\$ 2.00	\$ -		
8	Exterior Windows	SF		\$ 35.00	\$ -		
9	Interior Partitions	SF		\$ 10.00	\$ -		
10	Interior Doors	SF		\$ 4.00	\$ -		
11	Fittings Specialities	SF		\$ 8.00	\$ -		
12	Wall Finishes	SF		\$ 7.00	\$ -		
13	Floor Finishes	SF		\$ 7.00	\$ -		
14	Ceiling Finishes	SF		\$ 5.00	\$ -		
15	Millwork	SF		\$ 8.00	\$ -		
16	Window Coverings	SF		\$ 5.00	\$ -		
17	Plumbing Fixtures	SF		\$ 3.00	\$ -		
18	Potable Water Distribution	SF		\$ 3.00	\$ -		
19	Sanitary Waste	SF		\$ 3.00	\$ -		
20	Rain Water Discharge	SF		\$ 5.00	\$ -		
21	HVAC	SF		\$ 20.00	\$ -		
22	Electrical Service and Distribution	SF		\$ 10.00	\$ -		
23	Lighting and Conductors	SF		\$ 12.00	\$ -		
24	Fire Protection (Alarms and Suppression)	SF		\$ 10.00	\$ -		
25	Communications and Security	SF		\$ 8.00	\$ -		
26	Data and IT	SF		\$ 20.00	\$ -		
28	Canopy	SF	752	\$ 40.00		\$ 30,080.00	
				Total		\$ 481,280	

Huitt-Zollars, Inc		City of La Porte			Conceptual Design		
04-May-22							
		Public Works Complex					
		Probable Construction Cost					
ITEM #	ITEM DESCRIPTION		Unit	Est. Qty	Unit Price		Total Per Item
D	Scope D - New Shed & Recycling Canopy		SF	9,363	\$ 58.00		\$ 543,054
1		Foundation	SF		\$ 18.00	\$ -	
3		PMB, incl. Gutter, Downspouts, & Standing Seam Deck	SF		\$ 40.00	\$ -	
22		Electrical Service and Distribution	SF		\$ 10.00	\$ -	
23		Lighting and Conductors	SF		\$ 12.00	\$ -	
					Total		\$ 543,054

Huitt-Zollars, Inc		City of La Porte			Conceptual Design		
04-May-22							
		Public Works Complex					
		Probable Construction Cost					
ITEM #	ITEM DESCRIPTION		Unit	Est. Qty	Unit Price		Total Per Item
E	Scope E - New Heavy Equipment Canopy		SF	1,200	\$ 58.00		\$ 69,600
1		Foundation	SF		\$ 18.00	\$ -	
3		PMB, incl. Gutter, Downspouts, & Standing Seam Deck	SF		\$ 40.00	\$ -	
22		Electrical Service and Distribution	SF		\$ 10.00	\$ -	
23		Lighting and Conductors	SF		\$ 12.00	\$ -	
					Total		\$ 69,600

Huitt-Zollars, Inc		City of La Porte			Conceptual Design	
04-May-22						
		Public Works Complex				
		Probable Construction Cost				
ITEM #	ITEM DESCRIPTION		Unit	Est. Qty	Unit Price	Total Per Item
F	Scope F - Site Improvements					
2	SWPPP Best Management Practices		SF	420,000	\$ 0.08	\$ 33,600
3	Trench Shoring		LF	1,000	\$ 1.00	\$ 1,000
5	Filter Fabric Fence		LF	900	\$ 3.00	\$ 2,700
6	Excavation		CY	1,250	\$ 25.00	\$ 31,250
7	Select Fill (6 ft under building)		CY	6,250	\$ 25.00	\$ 156,250
9	Lime Treated Subgrade, 6" depth, 8% Lime by Dry Wt		SF	5,000	\$ 0.50	\$ 2,500
10	Lime		TON	18	\$ 150.00	\$ 2,700
11	6" Reinforced Concrete Pavement		SF	5,000	\$ 8.00	\$ 40,000
12	4" Reinforced Concrete Sidewalk		SF	5,000	\$ 7.00	\$ 35,000
13	6" Reinforced Concrete Curb		LF	900	\$ 5.00	\$ 4,500
14	Pavement Markings and Signage		LS	1	\$ 15,000.00	\$ 15,000
15	Water System (2 " water line)		LF	200	\$ 100.00	\$ 20,000
16	Fire Water System (8" fire line)		LF	200	\$ 150.00	\$ 30,000
17	Water Vault with Meter (2" meter)		EA	1	\$ 10,000.00	\$ 10,000
18	Fire Water Vault with Meter (8" meter with backflow preventer)		EA	1	\$ 12,000.00	\$ 12,000
19	Sanitary Sewer System		LF	400	\$ 100.00	\$ 40,000
20	Storm Sewer System (includes 1 drainage inlets)		LF	1,000	\$ 150.00	\$ 150,000
21	Site Electrical Distribution		LS	1	\$ 25,000.00	\$ 25,000
22	Site Lighting		EA	16	\$ 10,000.00	\$ 160,000
23	Site Security Access Control		LS	1	\$ 25,000.00	\$ 25,000
24	Fencing, Chain Link 6ft tall		LF	1,200	\$ 30.00	\$ 36,000
24.1	Vehicular Gates with CR Access		EA	3	\$ 6,250.00	\$ 18,750
25	Monument Signs/Flag Poles/Benches		LS	1	\$ 20,000.00	\$ 20,000
26	Site Amenities		LS	1	\$ 5,000.00	\$ 5,000
27	Landscaping Sod Area w/ Irrigation		SF	19,000	\$ 0.25	\$ 4,750
27.1	Trees		EA	14	\$ 750.00	\$ 10,500
28	Generator		LS	1	\$ 250,000.00	\$ 250,000
					Total	\$ 1,141,500
		Square Foot	SF			
		Linear Foot	LF			
		Cubic Yard	CY			
		Lump Sum	LS			
		Tonnage	TON			
		Each	EA			