

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



CHUCK ENGELKEN  
Mayor Pro Tem  
Councilperson District 2  
BILL BENTLEY  
Councilperson District 3  
RICK HELTON  
Councilperson District 4  
JAY MARTIN  
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 on **August 14, 2023**, beginning at 6:00 p.m. and reconvening at 6:00 p.m. on August 15-16, 2023, or until business is concluded, 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, also. Attend via a screen using this link:

<https://us02web.zoom.us/j/87672913606?pwd=eDIhUnd5allYd1BZVHlzdG5LN2V0Zz09> .

Join by phone at 877 853 5257 or 888 475 4499. The meeting ID is 876 7291 3606. The passcode is 411484.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given Pastor Daniel Moore, Creekmont Baptist.  
**PLEDGES** – Will be led by Councilperson Bill Bentley.  
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) Recognition of La Porte 2023 6U and 7U All-Stars World Series teams. [Mayor Louis R. Rigby]
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. **CONSIDERATION OF COUNCILPERSON ABSENCES**
  - (a) Presentation, discussion, and possible action to excuse the absence of Councilperson Brandon Lunsford from the July 24, 2023, regular City Council meeting. [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 July 24, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]
  - (b) Approve proposed adjustments to pay scale rates under terms of the Meet and Confer Agreement between the City of La Porte and the La Porte Police Officers Association dated September 21, 2021, to be effective October 1, 2023 [Matt Hartleib, HR Manager]
  - (c) Authorize the City Manager to execute an Amended and Restated Settlement Agreement between the City of La Porte, Texas, and Tradebe Environmental Services, LLC, d/b/a Tradebe Treatment and Recycling. [Corby Alexander, City Manager]

- (d) Adopt Ordinance 2023-3946 approving an amendment to the City of La Porte Fiscal Year 2022-23 Budget. [Shelley Wolny, Assistant Finance Director]
- (e) Approve the purchase of a 45-ton chiller unit for City Hall, under Buy Board contract #631-20 from Kilgore Industries in the amount of \$87,210.00 and a contingency in the amount of \$2,790.00 for a total authorization of \$90,000. [Ray Mayo, Director of Public Works]
- (f) Adopt amended Resolution 2023-08 nominating Equistar Chemicals, LP to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an Enterprise Project. [Matt Daeumer, Assistant City Manager]
- (g) Authorize the Mayor to execute a lease agreement with La Jet Porte, LLC for development of a 1.65 acre site at the La Porte Municipal Airport for aeronautical services, for a 30-year term. [Ray Mayo, Director of Public Works]

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

- (a) The City Council will hold a public hearing to receive comments on the proposed budget of the La Porte Fire Control, Prevention, and Emergency Services District for FY 2023-2024, as approved by the Board of Directors of the La Porte Fire Control, Prevention, and Emergency Services District at its meeting held on July 12, 2023; followed by discussion and possible action to approve or deny the FY2023-2024 proposed budget of the La Porte Fire Control, Prevention, and Emergency Services District. [Carl Holley, Fire Chief]
- (b) The City Council will hold a public hearing to receive comments on the City of La Porte, Texas, Redistricting Advisory Committee's recommendation of a plan for the redistricting of the City's single-member Council districts and establishment of new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data; followed by discussion and possible action to adopt Ordinance 2023-3943 adopting a plan for the redistricting of the City's single-member Council districts and establishing new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data. [Corby Alexander, City Manager]

## **8. STATUTORY AGENDA**

- (a) Presentation, discussion, and possible action regarding the City of La Porte's Fiscal Year 2023-2024 Proposed Budget. [Corby Alexander, City Manager]

## **9. ADMINISTRATIVE REPORTS**

- City Council meeting, August 28
- Planning and Zoning meeting, August 31
- Zoning Board of Adjustment meeting, August 24

## **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. EXECUTIVE SESSION**

- (a) Texas Government Code Section 551.074 - Personnel Matters. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Council will meet in closed session to interview candidate for City of La Porte Municipal Court of Record judge position.

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

## **13. 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 August 14, 2023, 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](http://www.LaPorteTX.gov), in compliance with Chapter 551, Texas Government Code.

DATE

TIME

TAKEN DOWN

*Lee Woodward*

\_\_\_\_\_  
Lee Woodward, City Secretary



# Proclamation

## Office of the Mayor

**WHEREAS**, The La Porte 6U All-Stars team competed in the 2023 6U Southwest Pinto Pony World Series, ending up among the top eight teams (out of over 60 participating teams), held in July; and

**WHEREAS**, Led by Coaches Travis Earp, Brandon Berss, Pablo Garcia, Ben Yackell, Todd Douglas, and Tyler Rocka, this team had an amazing season, placing second overall at the Super Region in San Antonio and competing in the World Series in Youngsville, Louisiana; and

**WHEREAS**, Ryan Earp, Elliott Berss, Nickolas Garcia, Ezekiel Yackell, Ty Douglas, Oliver Rocka, Eric Castillo, Jayden Luna, Bryson Jones, Mauro Reyes, Cody Allen, and August Garza found victory all season; and

**WHEREAS**, The City of La Porte is pleased to recognize and congratulate these young people who successfully worked together for this achievement, and we are proud they represent our community.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim August 14, 2023, as

## La Porte 2023 6U All-Star Team Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 14<sup>th</sup> day of August, 2023.

City of La Porte

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Louis R. Rigby, Mayor





# Proclamation

## Office of the Mayor

**WHEREAS**, The La Porte 7U All-Stars team competed in and placed second at the 2023 7U Southwest Pinto Pony World Series, held in July; and

**WHEREAS**, Led by Coaches Colton Hager, L. J. Bonuz, Shawn Styron, and Julian Olivo, this team of J. B. Bonuz, Dax Elliott, Carson Gale, Colton Hager, Nolun Herod, Braxton Key, Archer Noel, Fish Ochoa, Joaquin Olivo, Grayson Rost, and Troy Styron had an amazing season, entering the World Series Championship Game undefeated in pool and bracket play; and

**WHEREAS**, The players had incredible batting averages, with nine players batting over .500, were equally proficient defensively, exhibited excellent sportsmanship, and were consistently supportive of their teammates; and

**WHEREAS**, The City of La Porte is pleased to recognize and congratulate these young people who successfully worked together for this achievement, and we are proud they represent our community.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim August 14, 2023, as

## La Porte 2023 7U All-Star Team Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 14<sup>th</sup> day of August, 2023.

City of La Porte

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Louis R. Rigby, Mayor



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>August 14, 2023</u>
Requested By: <u>Louis R. Rigby, Mayor</u>
Department: <u>City Council</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

**Exhibits:** None

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

### SUMMARY & RECOMMENDATION

This item has been added for consideration by the City Council of the absence of Councilperson Brandon Lunsford from the July 24, 2023, meeting, per the Council's adopted *Rules of Procedure*, excerpted below. Councilperson Lunsford made the required notification on June 12.

#### 5.04 Rules for Attendance at Regular Meetings of the City Council

Section 2.04 (b)(4) of the City Charter provides that a member of City Council shall forfeit his or her office by failing "*to attend three consecutive regular Council meetings without being excused by the Council*".

A member of City Council who will not be able to attend a regular Council meeting shall make a reasonable effort to notify the Mayor, the City Manager's Office, or the City Secretary's Office prior to the meeting, and shall indicate the reason for his or her inability to attend.

Absences shall be considered excused if for personal illness, family illness, emergencies, funerals, military service, family events including vacations, weddings, and graduations, business obligations, official city business such as attendance at a conference for municipal officers, or for other good cause as determined by the Council. At the next regular meeting following the meeting at which the member was absent, the City Council shall consider a vote to determine whether the member's absence is deemed excused or unexcused.

Absence from a regular meeting shall be considered unexcused if the member fails to convey the reason for his or her absence to the Mayor, City Manager, or City Secretary or otherwise fails to give sufficient information to the City Council to enable it to determine the reason for the absence. Furthermore, absence due solely to the refusal of the member to participate in a meeting through telephonic or video conference call, when such measures are legally available to the member in accordance with state law, shall be

considered unexcused when the member fails to show good cause why the member could not participate through such methods.

If a member is absent for more than fifty (50) percent of a meeting without being excused by the City Council in accordance with rules and procedures established herein, the member shall be considered absent from such meeting.

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### **STRATEGIC PLAN STRATEGY AND GOAL**

The productive interaction among Councilpersons, acknowledging the demands of their additional responsibilities, directly supports the following Guiding Principles of City's 2023 Strategic Plan:

- Governance: *The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.*
- Organizational Excellence: *The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

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### **ACTION REQUIRED BY CITY COUNCIL**

**Excuse the absence of Councilperson Brandon Lunsford from the July 24, 2023, City Council meeting.**

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



BILL BENTLEY  
Councilperson District 3  
RICK HELTON  
Councilperson District 4  
JAY MARTIN  
Councilperson District 5  
ROBBIE McLARRIN  
Councilperson District 6

## MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE JULY 24, 2023

The City Council of the City of La Porte met in a regular meeting on Monday, July 24, 2023, 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, Brent McCaulley, Mandi Williams, Bill Bentley, Rick Helton, Jay Martin, Robbie McLarrin

**Councilpersons attending remotely:** Chuck Engelken

**Councilpersons absent:** Brandon Lunsford

**Council-appointed officers present:** Corby Alexander, City Manager; Clark Askins, City Attorney; Sharon Harris, Deputy City Secretary

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

2. **INVOCATION** – The invocation was given by Minister Arthetta Hepburn, Pleasant Hill Baptist Church of Deliverance, and pledges were led by Councilperson Chuck Engelken.

3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**

a. **Recognition - Float Entry Winners for the 4th of July Parade.** [Mayor Louis R. Rigby]

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.)*

Virginia Pierson-Turner spoke in opposition to the new City Hall. Tommie Randall spoke with concerns of illegal dumping of rubbish at North West Park.

5. **CONSIDERATION OF COUNCILPERSON ABSENCES**

a. **Presentation, discussion, and possible action to excuse the absence of Councilperson Bill Bentley from the July 10, 2023, regular City Council meeting.** [Louis R. Rigby, Mayor]

Councilperson McCaulley moved to excuse the absence of Councilperson Bentley from the July 10, 2023, regular City Council meeting; the motion was seconded by Councilperson McLarrin, the motion was adopted, 8-0.

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 July 10, 2023, regular City Council meeting.** [Louis R. Rigby, Mayor]

- b. **Adopt Resolution 2023-08 nominating Equistar Chemicals, LP to the Office of the Governor, Economic Development & Tourism through the Economic Development Bank as an Enterprise Project. [Matt Daeumer, Assistant City Manager]**
- c. **Approve appointments and reappointments to City boards, committees, and commissions (annual item). [Lee Woodward, City Secretary]**

Councilperson Bentley moved to approve the consent agenda; the motion was seconded by Councilperson McCaulley; the motion was adopted, 8-0.

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

- a. **The City Council will hold a public hearing to receive comments on the City of La Porte, Texas, Redistricting Advisory Committee's recommendation of a plan for the redistricting of the City's single-member Council districts and establishment of new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data; followed by discussion and possible action to adopt Ordinance 2023-3943 adopting a plan for the redistricting of the City's single-member Council districts and establishing new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data. [Corby Alexander, City Manager]**

This item was presented before the consent agenda.

Mayor opened the public hearing at 6:19 p.m. There were no comments. Mayor Rigby closed the public hearing at 6:24 p.m.

Councilperson Helton moved to remand the redistricting plan to the City of La Porte, Texas, Redistricting Advisory Committee to address large lot properties located North of Avenue D; Councilperson Williams seconded the motion; the motion was adopted, 8-0.

## **8. STATUTORY AGENDA**

- a. **Presentation, discussion, and possible action to authorize the City Manager to execute an agreement for design, bid, and construction phase services with BRW Architects, Inc. for a new City Hall facility, in an amount not to exceed \$2,185,800.00. [Ray Mayo, Director of Public Works]**

Councilperson McCaulley moved to authorize the City Manager to execute an agreement for design, bid, and construction phase services with BRW Architects, Inc. for a new City Hall facility, in an amount not to exceed \$2,185,800.00 with the Construction Manager at Risk Option; the motion was seconded by Councilperson Bentley; the motion was adopted, 6-2, Councilpersons Williams and Helton voting against.

- b. **Presentation, discussion, and possible action to authorize the City Manager to execute an agreement for design, bid and construction phase services with BRW Architects, Inc., for improvements at the Public Works Service Center Complex located at 2963 North 23rd Street, La Porte, Texas, in an amount not to exceed \$1,035,200.00. [Ray Mayo, Director of Public Works]**

Councilperson Bentley moved to authorize the City Manager to execute an agreement for design, bid and construction phase services with BRW Architects, Inc., for improvements at the Public Works Service Center Complex located at 2963 North 23rd Street, La Porte, Texas, in an amount not to exceed \$1,035,200.00 with the Construction Manager at Risk Option; the motion was seconded by Councilperson McCaulley; the motion was adopted, 8-0.

## **9. REPORTS**

- a. **Receive report of the La Porte Development Corporation Board of Directors meeting. [Mayor Pro Tem Engelken]**

Councilperson McCaulley said the Committee approved the La Porte Development Corporation's proposed 2023-24 Fiscal Year budget and set the next meeting for August 28, 2023.

#### **10. ADMINISTRATIVE REPORTS**

- Drainage and Flooding Committee meeting, August 14
- City Council meeting, August 14
- Planning and Zoning Commission meeting, August 17
- Zoning Board of Adjustment meeting, August 24
- City Council meeting, August 28

City Manager Corby Alexander reported that the proposed 2023-24 Fiscal Year Budget books were delivered to Council and the meetings are scheduled for August.

#### **11. 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.**

Council congratulated the parade organizers and winners; thanked all City employees working outside in the summer heat elements and advised of the continued City projects, along with a new City Hall.

#### **12. EXECUTIVE SESSION**

- a. Texas Government Code Sec. 551.071(1)(A)-Pending or Contemplated Litigation. The City Council will meet in closed session with the City Attorney and City Manager to discuss claim regarding development of real property located in La Porte, Texas.
- b. Texas Government Code Sec. 551.071(1)(A) - Pending or Contemplated Litigation. The City Council will meet in closed session with the City Attorney and City Manager to discuss enforcement of zoning regulations applicable to real property located at 3337 Canada Road, La Porte, Texas.
- c. Texas Government Code Section 551.074 - Personnel Matters. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Council will meet in closed session to interview candidate for City of La Porte Municipal Court of Record judge position.
- d. Texas Government Code Section 551.074 - Personnel Matters. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Council will meet in closed session with City Manager Corby Alexander.

The Council adjourned into executive session at 7: 03 p.m.

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

The Council reconvened from executive session at 9:18 p.m. The Mayor said the Council has given the City Manager and City Attorney direction to seek a possible settlement agreement; directed the City Manager to continue with enforcement regulations and discussed a demand letter; interviewed a candidate for the City of La Porte Municipal Court of Record judge position, and conducted the City Manager's annual evaluation.

**ADJOURN – Without objection, the meeting was adjourned at 9:19 p.m.**

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Sharon Harris, Deputy City Secretary



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 14, 2023  
Requested By: Matt Hartleib, HR Manager  
Department: Administration/Human Resources  
☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** Proposed Meet and Confer Pay Scale

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

### SUMMARY & RECOMMENDATION

On September 21, 2021, Council approved a four year Meet and Confer agreement between the City and the La Porte Police Officers Association (LPPOA). The agreement is for four years with year three beginning on October 1, 2023. Each year, pay scales for the ranks of Officer, Sergeant, and Lieutenant are determined by a process prescribed in the agreement. The process includes an analysis of market data from comparator cities and the application of a fiscal impact cap of the implementation of the new rates. For year three of the agreement, the cap is 4.00%.

The market data collection and analysis was completed collaboratively by the HR Manager and leadership of the LPPOA. The fiscal impact of the market based rates exceeded the 4.00% cap. As per the agreement, rates were adjusted evenly across all ranks and steps until the impact fell below the cap. The resulting proposed rates are 97.88% of the market-based rates. On July 21<sup>st</sup>, a Meet and Confer meeting was held between leadership teams of the LPPOA and the City. After a brief discussion of the process, the proposed rates were accepted in a unanimous vote.

Staff recommends approval of the Meet and Confer pay scale to be effective October 1, 2023 through September 20, 2023.

### STRATEGIC PLAN STRATEGY AND GOAL

Maintaining a competitive pay scale for positions covered by the Meet and Confer agreement is part of our efforts to meet strategic goal 5.1 – Establish a long-term employee recruitment plan.

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**ACTION REQUIRED BY CITY COUNCIL**

**Approve the proposed Meet and Confer pay scale as presented to be effective October 1, 2023 through September 20, 2024.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**



**Civil Service Salary Schedule 2022/2023** October 1,  
2022 through September 30, 2023

<b>Police Officer</b>	CS1	CS1-0	CS1-1	CS1-2	CS1-3	CS1-4	CS1-5	CS1-6	CS1-7	CS1-8	CS1-9	CS1-10	CS1-11	CS1-12	CS1-15	CS1-20
		0	1	2	3	4	5	6	7	8	9	10	11	12	15	20
		30.008	30.918	31.828	32.738	33.648	34.559	35.469	36.379	37.289	38.119	39.109	40.019	40.932	41.674	42.417
		\$62,416.64	\$64,309.44	\$66,202.24	\$68,095.04	\$69,987.84	\$71,882.72	\$73,775.52	\$75,668.32	\$77,561.12	\$79,287.52	\$81,346.72	\$83,239.52	\$85,138.56	\$86,681.92	\$88,227.36

<b>Sergeant</b>	CS2	CS2-0	CS2-1	CS2-2	CS2-3	CS2-4	CS2-5	CS2-6
		0	1	2	3	4	5	6
		42.160	43.074	43.998	44.902	45.816	46.730	47.646
		\$87,692.80	\$89,593.92	\$91,515.84	\$93,396.16	\$95,297.28	\$97,198.40	\$99,103.68

<b>Lieutenant</b>	CS3	CS3-0	CS3-1	CS3-2	CS3-3
		0	1	2	3
		49.075	51.055	53.036	55.014
		\$102,076.00	\$106,194.40	\$110,313.90	\$114,429.12

# **Proposed Civil Service Salary Schedule 2023/2024**

<b>Police Officer</b>	CS1	CS1-0	CS1-1	CS1-2	CS1-3	CS1-4	CS1-5	CS1-6	CS1-7	CS1-8	CS1-9	CS1-10	CS1-11	CS1-12	CS1-15	CS1-20
		0	1	2	3	4	5	6	7	8	9	10	11	12	15	20
		31.906	32.043	32.989	33.936	34.882	35.829	36.775	37.722	38.668	39.615	40.561	41.508	42.455	43.205	43.955

<b>Sergeant</b>	CS2	CS2-0	CS2-1	CS2-2	CS2-3	CS2-4	CS2-5	CS2-6
		0	1	2	3	4	5	6
		43.729	44.876	46.023	47.170	48.317	49.465	50.614

<b>Lieutenant</b>	CS3	CS3-0	CS3-1	CS3-2	CS3-3
		0	1	2	3
		52.132	53.909	55.687	57.465



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 14, 2023  
Requested By: Corby Alexander, City Manager  
Department: Administration/CMO  
☐ Report ☐ Resolution ☒ Ordinance

**Exhibits:** Amended Settlement Agreement

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 checked="" type="radio"/> Yes <input type="radio"/> No

### SUMMARY & RECOMMENDATION

On November 11, 2019, the City of La Porte entered into a Settlement Agreement with Tradebe Environmental Services, LLC, d/b/a Tradebe Treatment and Recycling (Tradebe) allowing the following conditions.

#### AGREEMENT (Current)

**1. Cessation of storage activities at the Facility.** Tradebe agrees that it will cease the use of the Facility for temporary storage, including storage for periods of ten (10) calendar days or less, of hazardous and non-hazardous waste on or before September 7, 2023, which is the date that its current lease of the Facility expires.

**2. Continuation of operations during an interim period.** The City agrees that, during the time period between the effective date of this Settlement Agreement and September 7, 2023 (the "**Interim Period**"), it will recognize the temporary storage of hazardous or non-hazardous waste at the Facility as a permitted use under its zoning ordinance, provided that the period of storage for any such waste does not exceed ten (10) calendar days, and that it will refrain from taking any enforcement actions that are premised on such storage not being a permitted use under the zoning ordinance.

**3. Operational requirements.** Tradebe agrees to comply with all of the following operational requirements at the Facility during the Interim Period.

(a) Tradebe will maintain a lock box on the exterior of the Facility of a type similar to a KnoxBox that will hold a key to the Facility, including perimeter gates, with a key to the lockbox provided to the La Porte Fire Department (similar to KnoxBox protocols used by fire departments nationwide).

(b) Tradebe will place in the lockbox, each evening: (i) emergency contact information for one or more Facility staff members who can respond by phone anytime night or day, and (ii) the manifests, with the Federal DOT shipping name

and corresponding ERG (Emergency Response Guidebook) number, for all hazardous waste material in temporary storage at the Facility at that time.

**(c)** Within sixty (60) days of the effective date of the Settlement Agreement, Tradebe will submit a hazardous materials management plan, hazardous materials inventory sheet, and any other documentation required by the International Fire Code, 2015 Edition, as adopted and amended by the City on the Effective Date of this Settlement Agreement (the "**Fire Code**"), or reasonably requested by the Fire Marshal in order to identify applicable Fire Code requirements.

**(d)** Tradebe will comply with the Fire Code requirements identified by the Fire Marshal within the time period prescribed by the Fire Marshal, but in no event less than sixty (60) days from the date notice of Fire Code Requirements is provided to Tradebe by the Fire Marshal in response to the documentation submitted under paragraph (c), above.

**(e)** Tradebe acknowledges that the Facility is subject to the Fire Code, except where a conflicting Federal DOT requirement is equal to or more stringent than the applicable Fire Code provision, as determined by the City Fire Marshal; provided, further, Tradebe acknowledges that changes in the nature of the hazardous waste stored at the Facility (including storage for less than ten (10) calendar days) may change the Fire Code requirements that apply to the Facility and Tradebe agrees to take actions within a reasonable time to comply with any changes in Fire Code requirements necessitated by changes in the nature of hazardous waste stored at the Facility.

**(f)** Tradebe will cooperate with Fire Department personnel to schedule and perform quarterly pre-plan inspections that consist of a fire crew responsible for that area becoming familiar with the Facility and the hazardous and non-hazardous wastes typically stored at the Facility.

**(g)** Tradebe will park trailers and trucks away from the buildings whenever possible to prevent a fire in a truck or trailer from endangering inhabitants of nearby buildings.

**4. Payment by City.** The City agrees to pay the sum of **\$30,000.00** to Tradebe within thirty days after the date this Settlement Agreement becomes effective.

**5. Release of Tradebe's claims.** In exchange for the mutual promises contained in this Settlement Agreement, Tradebe fully and finally releases any claims arising out of the dispute with the City over whether temporary storage of hazardous and non-hazardous waste is permitted at the Facility under the City's zoning ordinance or the zoning permits the City issued for the Facility. The claims being released include those claims asserted in Civil Action No. 4:18-cv-04689 in the United States District Court for the Southern District of Texas, Houston Division; *Trade be Environmental Services, LLC., d/b/a Tradebe Treatment and Recycling v. City of La Porte*; (the "**Lawsuit**"). The release described in this paragraph applies to the City, and its current or former council members, agents, servants, officials, employees, and assigns and shall cover all claims that

Tradebe has asserted, or could have asserted as of the date this Settlement Agreement is approved by the City Council, against any of the parties released.

**6. Dismissal of the lawsuit.** Tradebe agrees to non-suit the Lawsuit, with prejudice, within ten (10) business days after the City Council approves this Settlement Agreement. The Parties shall bear their own costs and attorney's fees.

**7. Notices.** Any formal notices or other communications ("**Notice**") required to be given by one party to another by this Settlement Agreement shall be given in writing addressed to the party to be notified at the address set forth below for the party, (a) by delivering the Notice in person (b) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (c) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the third business day following the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

Bob Sorenson, Regional Operations Manager – TS Tradebe Environmental Services, LLC, met with the City Manager and inquired into the possibility of amending the Settlement Agreement in order for Tradebe to continue operations at their current location, 200 S. 16<sup>th</sup> Street, La Porte, Harris County, Texas. Mr. Sorenson and the City Manager agreed to a framework that was presented to City Council on July 24, 2023. City Council gave direction for the City Manager to move forward with an Amended Agreement.

The City Attorney drafted the attached Amended and Restated Settlement Agreement with the following changes:

- 1. Use of the Facility.** City agrees that Tradebe is authorized to use the Facility for temporary storage, including storage for periods of ten (10) calendar days or less, of hazardous and non-hazardous waste. For all purposes the City agrees that during any period that Tradebe leases or owns the Facility the City will recognize the temporary storage of hazardous or non-hazardous waste at the Facility as a permitted use under its zoning ordinance, provided that the period of storage for individual items/containers of any such waste does not exceed ten (10) calendar days, and that City will refrain from taking any enforcement actions that are premised on such storage not being a permitted use under the zoning ordinance.
- 3. Return of Payment to City.** In consideration of City's agreement to waive the stipulation by the Parties in the original Settlement Agreement that Tradebe would cease

the use of the Facility for temporary storage, including storage for periods of ten (10) calendar days or less, of hazardous and non-hazardous waste on or before September 7, 2023, Tradebe agrees to return to City the \$30,000.00 previously paid to Tradebe by City under the Settlement Agreement. Such payment shall be made to City within thirty days after the date this Amended and Restate Settlement Agreement becomes effective. **The City and Tradebe would continue to adhere to Section 2, Section 3, and Sections 5-7 as prescribed in the current agreement.**

The draft Amended and Restated Settlement Agreement was sent to Mr. Sorenson for review and was executed on July 28, 2023 by Ghia Rossi, Tradebe US CEO.

Staff recommends authorizing the City Manager to execute the Amended Agreement.

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## **STRATEGIC PLAN STRATEGY AND GOAL**

**4.0 Economic Development** - The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.

Executing this Amended and Restated Settlement Agreement will ensure a successful business partner remains in La Porte.

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### **ACTION REQUIRED BY THE CITY COUNCIL**

**Authorize the City Manager to execute the Amended and Restated Settlement Agreement between the City of La Porte, Texas, and Tradebe Environmental Services, LLC, d/b/a Tradebe Treatment and Recycling.**

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Approved for the City Council meeting agenda

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Corby D. Alexander, City Manager

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Date

## **AMENDED AND RESTATED SETTLEMENT AGREEMENT**

That settlement agreement entered into between the CITY OF LA PORTE, TEXAS, and TRADEBE ENVIRONMENTAL SERVICES, LLC, d/b/a TRADEBE TREATMENT AND RECLYCLING on November 11, 2019, (the "Settlement Agreement") is hereby amended and restated in this document by mutual agreement of the CITY OF LA PORTE, TEXAS, a municipal corporation situated in Harris County, Texas, ("City") acting through its governing body, the City Council of the City of La Porte ("City Council") and TRADEBE ENVIRONMENTAL SERVICES, LLC, d/b/a TRADEBE TREATMENT AND RECLYCLING, a limited liability corporation ("Tradebe") acting through its authorized officer (collectively referred to as the "Parties" herein), and which Amended and Restated Settlement Agreement supersedes in its entirety the Settlement Agreement dated November 11, 2019.

### **RECITALS**

The Parties agree that the following recitals are included solely as an aid to the proper construction of this Amended and Restated Settlement Agreement.

**WHEREAS**, the Parties previously had a good faith disagreement over the proper interpretation and application of the City's zoning regulations and other ordinances to the operations that Tradebe is conducting at its facility at 200 S. Sixteenth Street in the City (the "Facility").

**WHEREAS**, Tradebe's operations at the Facility include the temporary storage of quantities of hazardous and non-hazardous waste that are gathered from third party waste producers, prior to being trucked to a permanent disposal site.

**WHEREAS**, the City maintains that: a) its zoning regulations, that were in effect at the time the City issued zoning permits for the operation of the Facility, do not allow the temporary storage activities that Tradebe is conducting at the Facility; and b) the zoning permits that the City issued for the Facility did not contemplate and do not authorize temporary storage activities.

**WHEREAS**, Tradebe maintains that the temporary storage activities that it conducts at the Facility are allowed under the applicable zoning regulations and the zoning permits that the City issued for the Facility, provided that the period of storage is for ten (10) calendar days or less.

**WHEREAS**, the dispute over whether the temporary storage of hazardous and non-hazardous waste for up to ten (10) calendar days is allowable under the

applicable federal law, zoning regulations and zoning permits was the subject of a pending lawsuit that was settled by the Parties and resulted in the execution of the Settlement Agreement by City and Tradebe on November 11, 2019;

**WHEREAS**, contrary to the requirement in the original Settlement Agreement that Tradebe cease the use of the Facility for temporary storage, including storage for periods of ten (10) calendar days or less, of hazardous and non-hazardous waste on or before September 7, 2023, Tradebe desires to continue to use the Facility for temporary storage, including storage for periods of ten (10) calendar days or less, of hazardous and non-hazardous waste, during the term of any lease of the Facility, and extension(s) thereof;

**WHEREAS**, the City is willing to waive the obligation of Tradebe to cease the use of the Facility for temporary storage, including storage for periods of ten (10) calendar days or less, of hazardous and non-hazardous waste on or before September 7, 2023, in exchange for the return to the City of the \$30,000.00 previously paid to Tradebe by City under the terms of the original Settlement Agreement;

**WHEREAS**, City and Tradebe desire to amend and restate the original Settlement Agreement on the terms and conditions set forth herein and such Amended and Restated Settlement Agreement shall supersede and replace the Settlement Agreement for all purposes;

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, and benefits contained herein, the Parties mutually agree as follows:

## **AGREEMENT**

**1. Use of the Facility.** City agrees that Tradebe is authorized to use the Facility for temporary storage, including storage for periods of ten (10) calendar days or less, of hazardous and non-hazardous waste. For all purposes the City agrees that during any period that Tradebe leases or owns the Facility the City will recognize the temporary storage of hazardous or non-hazardous waste at the Facility as a permitted use under its zoning ordinance, provided that the period of storage for individual items/containers of any such waste does not exceed ten (10) calendar days, and that City will refrain from taking any enforcement actions that are premised on such storage not being a permitted use under the zoning ordinance.

**2. Operational requirements.** Tradebe agrees to comply with all of the following operational requirements at the Facility:

(a) Tradebe will maintain a lock box on the exterior of the Facility of a type similar to a KnoxBox that will hold a key to the Facility, including perimeter gates, with a key to the lock box provided to the La Porte Fire



Department (similar to KnoxBox protocols used by fire departments nationwide).

(b) Tradebe will place in the lock box, each evening: (i) emergency contact information for one or more Facility staff members who can respond by phone anytime night or day, and (ii) the manifests, with the Federal DOT shipping name and corresponding ERG (Emergency Response Guidebook) number, for all hazardous waste material in temporary storage at the Facility at that time.

(c) When requested by City, Tradebe will submit a hazardous materials management plan, hazardous materials inventory sheet, and any other documentation required by the International Fire Code, 2020 Edition, as adopted and amended by the City on the Effective Date of this Settlement Agreement (the "Fire Code"), or as requested by the Fire Marshal from time to time in order to identify applicable Fire Code requirements.

(d) Tradebe will comply with the Fire Code requirements identified by the Fire Marshal within the time period prescribed by the Fire Marshal, but in no event less than sixty (60) days from the date notice of Fire Code requirements is provided to Tradebe by the Fire Marshal in response to the documentation submitted under paragraph (c) above.

(e) Tradebe acknowledges that the Facility is subject to the Fire Code, except where a conflicting Federal DOT requirement is equal to or more stringent than the applicable Fire Code provision, as determined by the City Fire Marshal; provided, further, Tradebe acknowledges that changes in the nature of the hazardous waste stored at the Facility (including storage for less than ten calendar (10) days) may change the Fire Code requirements that apply to the Facility and Tradebe agrees to take actions within a reasonable time to comply with any changes in Fire Code requirements necessitated by changes in the nature of hazardous waste stored at the Facility.

(f) Tradebe will cooperate with Fire Department personnel to schedule and perform quarterly pre-plan inspections that consist of a fire crew responsible for that area becoming familiar with the Facility and the hazardous and non-hazardous wastes typically stored at the Facility.

(g) Tradebe will park trailers and trucks away from the buildings whenever possible to prevent a fire in a truck or trailer from endangering inhabitants of nearby buildings.

**3. Return of Payment to City.** In consideration of City's agreement to waive the stipulation by the Parties in the original Settlement Agreement that Tradebe would cease the use of the Facility for temporary storage, including storage for periods of ten (10) calendar days or less, of hazardous and non-hazardous waste on or before September 7, 2023, Tradebe agrees to return to City the \$30,000.00 previously paid to Tradebe by City under the Settlement Agreement. Such payment shall be made to City within thirty days after the date this Amended and Restate Settlement Agreement becomes effective.

**4. Release of Tradebe's claims.** In exchange for the mutual promises contained in this Amended and Restated Settlement Agreement, Tradebe fully and finally releases any claims arising out of the dispute with the City over whether temporary storage of hazardous and non-hazardous waste is permitted at the Facility under the City's zoning ordinance or the zoning permits the City issued for the Facility. The claims being released include those claims asserted in Civil Action No. 4:18-cv-04689 in the United States District Court for the Southern District of Texas, Houston Division; *Tradebe Environmental Services, LLC, d/b/a Tradebe Treatment and Recycling v. City of La Porte*; (the "Lawsuit"). The release described in this paragraph applies to the City, and its current or former council members, agents, servants, officials, employees, and assigns and shall cover all claims that Tradebe has asserted, or could have asserted as of the date this Amended and Restated Settlement Agreement if approved by the City Council, against any of the parties released.

**5. Notices.** Any formal notices or other communications ("Notice") required to be given by one party to another by this Amended and Restated Settlement Agreement shall be given in writing addressed to the party to be notified at the address set forth below for the party, (a) by delivering the Notice in person (b) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (c) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the third business day following the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City: City of La Porte, Texas  
ATTN: City Manager  
604 W Fairmont Parkway  
La Porte, TX 77571  
Phone: 281-471-5020

Courtesy copy to:  
Clark Askins  
702 W Fairmont Pkwy  
La Porte, TX 77571  
Phone: (281) 471-1886

Tradebe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Courtesy copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five (5) business days written notice to the other party. If any date or any period provided in this Amended and Restated Settlement Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to 5:00 p.m. C.S.T. on the first business day following the Saturday, Sunday or legal holiday.

**6. Warranties.** Each party or signatory to this Amended and Restated Settlement Agreement warrants that the party or signatory has the power to enter into and perform this Amended and Restated Settlement Agreement and has not assigned any rights or claims provided or released by this Amended and Restated Settlement Agreement; and this Amended and Restated Settlement Agreement's execution by such party or signatory has been duly authorized by all necessary action and that this Amended and Restated Settlement Agreement constitutes a valid and binding obligation on that party, enforceable in accordance with its terms.

**7. No Admission of Liability.** This Amended and Restated Settlement Agreement is a compromise of disputed claims and shall not at any time or for any purpose be deemed an admission of liability by any party.

**8. Binding Effect.** The Parties understand and expressly agree that this Amended and Restated Settlement Agreement shall be binding upon and inure to the benefit of the Parties, their successors, agents, servants, employees, attorneys,

representatives, independent contractors, or any other individuals or entities acting in privity or concert with them.

**9. Modification.** This Amended and Restated Settlement Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Amended and Restated Settlement Agreement shall be binding unless it is in writing and signed by the party to be charged.

**10. Merger.** This Amended and Restated Settlement Agreement constitutes the final, complete, and exclusive statement of the terms of the Amended and Restated Settlement Agreement between the Parties pertaining to the subject matter of this Amended and Restated Settlement Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. No party has been induced to enter into this Amended and Restated Settlement Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Amended and Restated Settlement Agreement.

**11. Review by Counsel.** Each party has participated fully in the review and revision of this Amended and Restated Settlement Agreement. Each party has been afforded sufficient time and opportunity to review the Amended and Restated Settlement Agreement with legal counsel of its choice. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Amended and Restated Settlement Agreement.

**12. Headings.** The headings in this Amended and Restated Settlement Agreement are including principally for convenience and shall not by themselves affect the construction or interpretation of any provision in this Amended and Restated Settlement Agreement, nor affect any of the rights or obligations of the Parties to this Amended and Restated Settlement Agreement.

**13. Further Documents.** The Parties agree that at any time after execution of this Amended and Restated Settlement Agreement, they will, upon request of the other party, execute and deliver the further documents and do the further acts and things as the other party may reasonably request in order to effectuate the terms of this Amended and Restated Settlement Agreement.

**14. Incorporation of Other Documents by Reference.** All other documents attached to or referred to in this Amended and Restated Settlement Agreement are incorporated into this Amended and Restated Settlement Agreement by reference for the purposes set forth in this Amended and Restated Settlement Agreement.

**15. Counterparts.** This Amended and Restated Settlement Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**16. Effectiveness.** This Amended and Restated Settlement Agreement will become effective on the date it is approved by the City Council.

**IN WITNESS WHEREOF**, the Parties have, through their authorized representatives and on the dates shown below, signed this Amended and Restated Settlement Agreement in multiple copies, each of which shall be an original, as of the date first given above.

**[EXECUTION PAGES FOLLOW]**

CITY OF LA PORTE, TEXAS

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

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

TRADEBE ENVIRONMENTAL  
SERVICES, LLC, d/b/a TRADEBE  
TREATMENT & RECLYCLING

By: Ghia Ross

Name: Ghia Ross

Title: US CEO

Date: July 28/2023



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>August 14, 2023</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: center;">Appropriation</th> </tr> </thead> <tbody> <tr> <td>Source of Funds:</td> <td><u>General Fund</u></td> </tr> <tr> <td>Account Number:</td> <td><u>0017078-5354006</u></td> </tr> <tr> <td>Amount Budgeted:</td> <td><u>\$0</u></td> </tr> <tr> <td>Amount Requested:</td> <td><u>\$90,000</u></td> </tr> <tr> <td>Budgeted Item:</td> <td><input type="radio"/> Yes    <input checked="" type="radio"/> No</td> </tr> </tbody> </table>	Appropriation		Source of Funds:	<u>General Fund</u>	Account Number:	<u>0017078-5354006</u>	Amount Budgeted:	<u>\$0</u>	Amount Requested:	<u>\$90,000</u>	Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Appropriation													
Source of Funds:	<u>General Fund</u>												
Account Number:	<u>0017078-5354006</u>												
Amount Budgeted:	<u>\$0</u>												
Amount Requested:	<u>\$90,000</u>												
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 2022-23 Budget on September 12, 2022. 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 2022-23 in the amount of \$90,000 for replacement of the HVAC chiller unit at City Hall.

The Summary of Funds, which is shown below, represents the original adopted budget, the amendments which Council previously approved to the FY 2022-23 Budget. (\*denotes funds with current changes)

	FY 2023 Original Budget	FY 2023 Revised Budget (12/12/22)	Proposed FY 2022 Amended Budget	
General Fund	\$77,496,915	\$78,197,392	\$78,287,392	*
Grant Fund	6,427,856	6,427,856	6,427,856	
Street Maintenance Sales Tax Fund	1,375,000	1,375,000	1,375,000	
Emergency Services District Sales Tax Fund	1,665,153	1,737,791	1,737,791	
Hotel/Motel Occupancy Tax	930,078	930,078	930,078	
Economic Development Corporation	3,872,512	3,872,512	3,872,512	
Tax Increment Reinvestment Zone	5,332,455	5,332,455	5,332,455	
Utility	12,789,134	12,831,442	12,831,442	
Airport	125,499	125,499	125,499	
La Porte Area Water Authority	2,008,062	2,008,062	2,008,062	
Motor Pool	3,723,899	5,213,779	5,213,779	

Insurance Fund	10,752,559	10,752,559	10,752,559
Technology Fund	1,164,983	1,182,584	1,182,584
General Capital Improvement	12,938,629	13,153,818	13,153,818
Utility Capital Improvement	2,980,000	3,011,861	3,011,861
Sewer Rehabilitation Capital Improvement	400,000	400,000	400,000
Drainage Improvement Fund	1,620,000	1,620,000	1,620,000
2022 C/O Bond Fund	19,400,000	19,400,000	19,400,000
General Debt Service	5,019,488	5,019,488	5,019,488
Total of All Funds	\$170,022,222	\$172,592,176	\$172,682,176

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### STRATEGIC PLAN STRATEGY AND GOAL

1.0 Governance - The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.

3.2 Assess City Facility's needs - Develop and implement a system that tracks all City facilities and assets to provide responsible maintenance.

Approving the budget amendment maintains transparency by informing the citizens of changes impacting the budget. Additionally, increasing the budget allows proper maintenance of City facilities.

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### ACTION REQUIRED BY CITY COUNCIL

**Adopt ordinance 2023-3946 approving an amendment to the City's Fiscal Year 2022-23 Budget for a total of \$90,000 to replace the HVAC chiller at City Hall.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**



## **ORDINANCE 2023-3946**

**AN ORDINANCE APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023; 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, 2022, through September 30, 2023, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on August 2, 2022, and a public hearing scheduled for September 12, 2022, was duly advertised and held, and said Budget was finally approved by ordinance on September 12, 2022;

**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: \$90,000.00, for funding to replace the HVAC chiller unit at City Hall. 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, 2022, through September 30, 2023.

**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 14th day of August 2023.**

**CITY OF LA PORTE, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Lee Woodward, City Secretary**

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

**EXHIBIT A**  
**(ADOPTED BUDGET)**

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

	FY 22-23 Revenues	FY 22-23 Expenses
Governmental Fund Types:		
General Fund	\$61,830,209	\$77,496,915
Grant Fund	4,633,603	6,427,856
Street Maintenance Sales Tax	1,628,000	1,375,000
Emergency Services District	1,627,500	1,665,153
Hotel/Motel Occupancy Tax	627,000	930,078
Economic Development Corporat	3,254,000	3,872,512
Tax Increment Reinvestment	7,760,546	5,332,455
Total Governmental Types	<u>81,360,858</u>	<u>97,099,969</u>
Enterprise:		
Utility	8,333,500	12,789,134
Airport	67,959	125,499
La Porte Area Water Authority	2,440,765	2,008,062
Total Enterprise	<u>10,842,224</u>	<u>14,922,695</u>
Internal Service		
Motor Pool	4,815,518	3,723,899
Insurance Fund	10,366,285	10,752,559
Technology Fund	452,604	1,164,983
Total Internal Service	<u>15,634,407</u>	<u>15,641,441</u>
Capital Improvement:		
General	13,707,420	12,938,629
Utility	2,661,000	2,980,000
Sewer Rehabilitation	300,500	400,000
Drainage Improvement Fund	1,542,000	1,620,000
2021 Certificates of Obligation	700,000	-
	<u>7,600,000</u>	<u>19,400,000</u>
Total Capital Improvement	<u>26,510,920</u>	<u>37,338,629</u>
Debt Service:		
General	4,566,698	5,019,488
Total Debt Service	<u>4,566,698</u>	<u>5,019,488</u>
Total All Funds	\$138,915,107	\$170,022,222

**EXHIBIT A  
(AMENDED BUDGET)**

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

	FY 22-23 Revenues	FY 22-23 Expenses
Governmental Fund Types:		
General Fund	\$61,830,209	\$78,287,392
Grant Fund	4,633,603	6,427,856
Street Maintenance Sales Tax	1,628,000	1,375,000
Emergency Services District	1,627,500	1,737,791
Hotel/Motel Occupancy Tax	627,000	930,078
Economic Development Corporat	3,254,000	3,872,512
Tax Increment Reinvestment	7,760,546	5,332,455
Total Governmental Types	81,360,858	97,963,084
Enterprise:		
Utility	8,333,500	12,831,442
Airport	67,959	125,499
La Porte Area Water Authority	2,440,765	2,008,062
Total Enterprise	10,842,224	14,965,003
Internal Service		
Motor Pool	4,815,518	5,213,779
Insurance Fund	10,366,285	10,752,559
Technology Fund	452,604	1,182,584
Total Internal Service	15,634,407	17,148,922
Capital Improvement:		
General	13,707,420	13,153,818
Utility	2,661,000	3,011,861
Sewer Rehabilitation	300,500	400,000
Drainage Improvement Fund	1,542,000	1,620,000
2021 Certificates of Obligation	700,000	-
	7,600,000	19,400,000
Total Capital Improvement	26,510,920	37,585,679
Debt Service:		
General	4,566,698	5,019,488
Total Debt Service	4,566,698	5,019,488
Total All Funds	\$138,915,107	\$172,682,176

## Wolny, Shelley

---

**From:** Daeumer, Matt  
**Sent:** Friday, August 4, 2023 12:43 PM  
**To:** Wolny, Shelley; Mayo, Ray; Clark Askins  
**Cc:** Dolby, Michael; CMO - Staff; Daeumer, Cherell  
**Subject:** Budget Amendment

Shelley,

Per our conversation, can you prepare a budget amendment for \$90,000.00? The HVAC chiller at City Hall is going out. We would like to have it all in agendese by Monday afternoon if possible. It will take 16 weeks for the chiller to be delivered. Ray is working on the AR for Council to approve the purchase. Let me know if you need anything from us.

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](#)

Please take a moment to complete the City of La Porte [customer experience survey](#).

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## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>August 14, 2023</u>
Requested By:	<u>Ray Mayo</u>
Department:	<u>Public Works</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	

**Exhibits:** Quote from Kilgore Industries, Kilgore Industries Contract, BuyBoard Contract 631-20

Appropriation	
Source of Funds:	<u>015 – General Fund</u>
Account Number:	<u>001-7078-535-4006</u>
Amount Budgeted:	<u>\$0</u>
Amount Requested:	<u>\$90,000</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

---

### SUMMARY & RECOMMENDATION

The current chiller unit at City Hall is operating at about 50 percent based on recent equipment testing. The equipment condition and current extreme temperatures are causing extra stress on this critical component and could cause failure at any time. This equipment is 16 weeks out from delivery. Since this was unplanned, a budget amendment will be required as a separate Council action. The equipment is available through Buy Board contract #631-20. The Purchasing department has verified the cooperative purchasing contract.

The current unit is sized at 52 tons. This size is not readily available and not typical in today's sizing categories. With recent improvements in technology and efficiency a 45-ton unit is adequate for this need. With construction of a new facility, this equipment may be utilized as a spare for other city facilities with similar HVAC sizing. The quoted price of \$87,210.00 includes removal of existing unit, installation factory start-up and testing, and 5-year warranty on parts, labor and refrigerant. Staff requests a contingency in the amount of \$2,790.00.

Staff recommends the approval of the purchase of the chiller unit from Kilgore Industries under Buy Board contract 631-20.

---

### STRATEGIC PLAN STRATEGY AND GOAL

3.0 The City of La Porte will have and maintain strong infrastructure and up to date facilities in order to continue to provide superior services for our residents.

3.2 Assess City Facility's needs- Develop and implement a system that tracks all City facilities and assets to provide responsible maintenance.

---

### ACTION REQUIRED BY CITY COUNCIL

**Approve the purchase of a 45-ton chiller unit for City Hall, under Buy Board contract #631-20 from Kilgore Industries in the amount of \$87,210.00 and a contingency in the amount of \$2,790.00, for a total authorization of \$90,000.00.**

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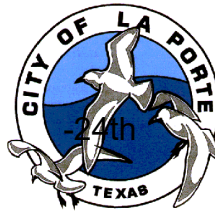
**Approved for the City Council meeting agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**



STATE OF TEXAS

CITY OF LA PORTE

CONTRACT

This Contract is made and entered into this 14th day of August 2023, between the City of La Porte, Texas, 604 West Fairmont Pkwy, La Porte, TX 77571 (the "City") and Kilgore Industries (the "Contractor"). In consideration of the mutual covenants and promises contained herein, the City and the Contractor agree as follows:

**1. Parts of Contract:** This Contract, Kilgore Industries Proposal, and BuyBoard Contract # 631-20 are all made a part of this Contract and collectively evidence and constitute the entire contract for the removal and replacement of a 52 ton Trane Chiller. In the case of any conflict between the terms and conditions of this Contract and Kilgore Industries, the terms and conditions of this Contract shall prevail.

**2. Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the Proposal; and do everything called for therein. All work shall be performed in a good and workmanlike manner.

**3. Certificate of Liability Insurance:** Contractor shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. Each policy shall contain waiver of subrogation in favor of City of La Porte as an additional insured and provide a 30-day notice of cancellation or change in coverage. See Exhibit A for insurance requirements.

**4. Payment of Service:** The City will pay a lump sum of \$87,210.00 upon the completion of the removal and installation of the Trane Chiller. Contractor invoices shall be due and payable within 30 days of invoice date.

**5. Change Orders:** Change orders must be in writing and approved by Contractor and the City.

**6. Conflict of Interest:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any person who seeks to contract for sale or purchase of property goods or services with a local government entity, shall file a completed conflict of interest questionnaire with the City Secretary within seven business days after initial contract. Form is included as Exhibit B.



**7. Certificate of Interested Parties (Form 1295):** The Texas Legislature adopted House Bill 1295 which states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The Texas Ethics Commission has made available on its website a filing application that must be used to file Form 1295.

**8. Prohibition of Boycotting Energy Companies:** Pursuant to Section 2274.002 of the Texas Government Code, by executing this Agreement, Contractor verifies that it 1) does not boycott energy companies; and 2) will not boycott energy companies during the term of this agreement.

**9. Prohibition of Discrimination Against Firearm Industries:** Pursuant to Section 2274.003 for the Texas Government Code, by executing this Agreement, Contractor verifies that Contractor 1) does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade association; and 2) will not discriminate during the term of this agreement against a firearm entity or firearm trade association.

**10. Governing Law:** This contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in La Porte, Texas. Venue shall lie exclusively in Harris, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and date first above written.

CITY OF LA PORTE, TEXAS:

CONTRACTOR:

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Owner's Address:

Contractor's Address:

604 West Fairmont Pkwy.  
La Porte, Texas 77571  
Phone: 281-470-5020

Phone:

### Construction Insurance Requirements

Contractors performing work on City property or public right-of-way for the City of La Porte shall provide the City a certificate of commercial general liability insurance or a current copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. The policy shall be maintained for the duration of the agreement. Duration of the agreement includes the time from the beginning of the agreement until the agreement is completed and accepted by the City. Contractor's insurance will be *primary* payer. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of La Porte.

Listed below are the minimum types and amounts of insurance required. The coverage amounts designated are minimum requirements and do not establish limits of the Contractor's liability. **The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.**

#### Workers' Compensation

State: Statutory

Employer's Liability:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

#### General Liability:

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

#### Automobile Liability:

Combined Single Limit	\$1,000,000
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#### Excess Liability:

Umbrella	Each Occurrence	\$2,000,000
	Each Aggregate	\$1,000,000

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, shall provide the City with 30-day notice of cancellation or materially changed or non-renewed. Within the 30-day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. The policy shall name the City of La Porte as an additional insured. If Contractor fails to comply with this requirement, The City at its sole discretion, may:

Immediately suspend Contractor from any further performance under this Agreement/purchase order and begin procedures to terminate for default.

Please provide certificate to: City of La Porte Purchasing Division  
604 W. Fairmont Parkway  
La Porte, Texas 77571

Or E-mail to [Purchasing@laportetx.gov](mailto:Purchasing@laportetx.gov)

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

**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.**

**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.**

\_\_\_\_\_  
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

\_\_\_\_\_  
Date

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is **NO** Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

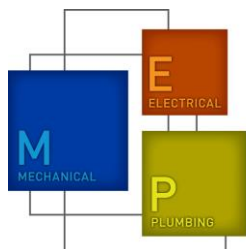
My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



# KILGORE

10050 Houston Oaks Drive | Houston, TX 77064  
T 713-924-4900 | F 713-924-5900  
kilgoreind.com

*Mechanical • Electrical • Plumbing*

## Service

**City Hall**  
604 W. Fairmont Pkwy  
LaPorte, TX 77571

August 3, 2023

*Dear Mr. David Hefner,*

Kilgore Industries respectfully submits the following proposal to provide materials, labor and tools necessary to perform this project as detailed in the following scope.

**Re: Remove and Replace 52 Ton Trane Chiller with 45 Ton R410A Carrier Model # 30RAP045**

- Remove existing Trane chiller and replace with new Carrier R410A refrigerant chiller.
- Pipe in new chill water lines from nearest isolation valves to new chiller. Insulate with 1" fiberglass with new aluminum jacketing on all outside newly installed water piping.
- Discard of old chiller according to EPA standards. Kilgore to take possession of old chiller.
- Include all costs for rigging & hoisting of the new and existing equipment.
- Provide neoprene pad spring isolators rated for loads.
- Remove all air from chilled water piping system.
- Unit includes a BAS interface card: BACnet.
- Customer to tie in high and low voltage wiring & connect new chiller to BAS system.
- Furnish and install new roof curb cap. Customer to seal cap to rooftop.
- Includes MCHX w/ E-Coat Condenser Coils.
- Perform factory start up on chiller. View system to verify proper operation.
- Pricing per BuyBoard contract # 631-20.
- **Standard factory warranty info:** 5-year parts, labor & refrigerant (less hydronic system)

**Base Bid:** **\$87,210.00**

**Exclusions:** Any additional scope of work not specifically mentioned above. Integrity of existing electrical system & switch gear not mentioned above. Integrity of existing isolation valves & chill water lines. Any work required by the city to bring the existing electrical and hvac system up to code beyond our scope of work. Fire alarm system. Controls. Breaker. Fuses. Electrical connections. Roofing.

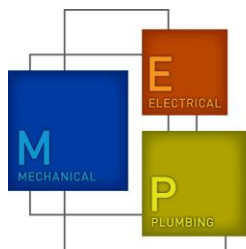
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will be an additional charge. All agreements are contingent upon strikes, accidents or delays beyond our control. The property owner and/or tenants insurance is to cover any on-site damage related to fire, theft, weather, vandalism, or other circumstances beyond our control. Quotation expires 15 days from the date on this proposal. Payment shall be made upon receipt of invoice.

By signing this proposal I acknowledge that the above prices, specifications and conditions are satisfactory and are hereby accepted, and that this document is a binding contract.

Sincerely,

*Philip J. Hyams*

Signature / PO#



# KILGORE

10050 Houston Oaks Drive | Houston, TX 77064  
T 713-924-4900 | F 713-924-5900  
kilgoreind.com

*Mechanical • Electrical • Plumbing*

## Service

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604 W. Fairmont Pkwy  
LaPorte, TX 77571

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- Customer to tie in high and low voltage wiring & connect new chiller to BAS system.
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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will be an additional charge. All agreements are contingent upon strikes, accidents or delays beyond our control. The property owner and/or tenants insurance is to cover any on-site damage related to fire, theft, weather, vandalism, or other circumstances beyond our control. Quotation expires 15 days from the date on this proposal. Payment shall be made upon receipt of invoice.

By signing this proposal I acknowledge that the above prices, specifications and conditions are satisfactory and are hereby accepted, and that this document is a binding contract.

Sincerely,

*Philip J. Hyams*

Signature / PO#



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 14, 2023

Requested By: Matt Daeumer, Asst City Mgr

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Amended Resolution 2023-08

### Appropriation

Source of Funds: \_\_\_\_\_

Account Number: \_\_\_\_\_

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

Amount Requested: \_\_\_\_\_

Budgeted Item: ☐ Yes ☒ No

## SUMMARY & RECOMMENDATION

On February 8, 2021, the City of La Porte City Council approved Ordinance 2021-3817 which authorized the City's participation in the Texas Enterprise Zone Program. Also, the Ordinance provided tax incentives, designated a liaison for communication with interested parties, and nominated INEOS USA, LLC to the Office of the Governor Economic Development & Tourism through the Economic Development Bank (EDT) as an Enterprise Project (EP). This designation will terminate on March 2, 2026.

Texas Enterprise Zone Program is an economic development tool that allows local communities to partner with the state of Texas to encourage job creation and capital investment in economically distressed areas. Local communities can nominate a new or expanding business as an "enterprise project." Approved projects are eligible to apply for state sales and use tax refunds on qualified expenditures. The level and amount of refund depends on the capital investment and jobs created at the qualified business site.

Eric Geisler with Economic Incentive Services, LLC has been working with Equistar Chemicals, LP on a project which they are requesting the City nominate this project as a Texas EP. Mr. Geisler will be present at the council meeting to provide details about the job creation and capital investment of his client, Equistar Chemicals, LP. This meeting is part of the nomination process. Council will consider and take possible action on a City resolution nominating the qualified business known as "Equistar Chemicals, LP" operating at the business site located at 1515 Miller Cut Off Rd, La Porte, Harris County, Texas, 77571, to the Economic Development & Tourism Division of the Governor's Office (EDT) as a Texas EP. The major changes between the proposed Resolution and the Ordinance approved in 2021 is as follows:

- Nomination of an existing company (Equistar Chemicals, LP)
- The Resolution references the local incentives listed in Ordinance 2021-3817 that may be offered to an Enterprise Project (EP).

- The term of the EP designation, if approved by EDT, is five (5) years and terminates on September 1, 2028.

Staff ask that City Council approve Resolution 2023-08 nominating Equistar Chemicals, LP to the EDT through the Economic Development Bank (Bank) as an EP. If the resolution is passed, Equistar Chemicals, LP will be nominated as an EP and they will be eligible to apply to the Governor's Office. If approved, the company can then apply for State sales and use tax refunds. There is no monetary contribution or negative financial consequences to the City for participating in the nomination of an enterprise zone project. The EZ program allows for state tax refunds only.

On July 24, 2023 City Council adopted Resolution 2023-08, but staff later found a typo that was substantive in nature. This project is an Enterprise Project but listed as a Double Jumbo Enterprise Project in the fifth (5<sup>th</sup>) Whereas of Resolution 2023-08. The document has been corrected and staff ask that City Council approve the amended Resolution 2023-08.

---

## **STRATEGIC PLAN STRATEGY AND GOAL**

**4.0 Economic Development – The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while contributing to the high quality of life.**

This project will work towards the above goal by:

1. Equistar Chemicals, LP is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site not located in an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of Equistar Chemicals, LP as an EP will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

---

## **ACTION REQUIRED BY CITY COUNCIL**

**Adopt Resolution 2023-08 nominating Equistar Chemicals, LP to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an Enterprise Project.**

---

**Approved for the City Council meeting agenda**



---

**Corby D. Alexander, City Manager**

---

**Date**

RESOLUTION NO. 2023-08

WHEREAS, the City of La Porte, Texas (City) has previously passed **Ordinance No. 2021-3817** electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in **Ordinance No. 2021-3817**;

WHEREAS, the Office of the Governor Economic Development and Tourism (EDC) through the Economic Development Bank (Bank) will consider Equistar Chemicals, LP as an enterprise project pursuant to a nomination and an application made by the City;

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Equistar Chemicals, LP has applied to the City for designation as an enterprise project;

WHEREAS, the City finds that Equistar Chemicals, LP meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Equistar Chemicals, LP is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site not located in an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of Equistar Chemicals, LP as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Equistar Chemicals, LP meets the criteria for tax relief and other incentives adopted by the City and nominates Equistar Chemicals, LP for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Equistar Chemicals, LP as an enterprise project pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE: That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

BE IT FURTHER RESOLVED that Equistar Chemicals, LP is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

BE IT FURTHER RESOLVED that the enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate on September 1, 2028.

PASSED BY THE CITY COUNCIL of the City of La Porte, Texas this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

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

THE STATE OF TEXAS

COUNTY OF HARRIS

I, \_\_\_\_\_, \_\_\_\_\_ of the City of La Porte, Texas  
do hereby certify that the above and foregoing is a true and correct copy of Resolution Number  
\_\_\_\_\_ passed by the City of La Porte City Council on the this \_\_\_\_ day of \_\_\_\_\_, 2023.

(City Seal)

\_\_\_\_\_  
Lee Woodward  
City Secretary

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ of the City of La Porte, Texas, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the  
purposes and consideration therein expressed.

GIVEN under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2023

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

My commission expires: \_\_\_\_\_

(Notary Seal)



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>August 14, 2023</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	

**Exhibits:** Lease Document, Exhibit C- Lease Ordinance, Proposed Location Survey, Legal Description, Minutes 9-26-22

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

La Jet Porte, a partnership, received preliminary approval from City Council on September 26, 2022, to negotiate a 30-year lease agreement with the City to lease property at La Porte Airport. Since that time, staff has been working with the applicant to define an area that meets the needs of the developer but also meets the intent of the airport master plan. The potential lessee has selected a tract of land 1.65 acres that will have two phases of construction. The first phase of construction will include Two (2) 4,900 square- foot box hangars and one T- hangar covering 19,500 square feet. The second phase will include Two (2) additional box hangars at 4,900 square feet each.

The potential lessee has provided a lease preparation fee of \$1,000.00, a survey and legal description. The land lease will commence on September 1, 2023. The lease for the structures will commence 30 days before the structures are completed. The total lease revenue for the land and structures is estimated at roughly \$15,000.00 per year, for all completed phases. Lease values are adjusted each year based on the Consumer Price Index.

Future coordination with the developer will ensure the development is consistent with the Airport Master Plan. La Porte Municipal Airport is zoned for Planned Unit Development. The applicant will submit application for necessary permits to the Planning Department. The lessee must provide proof of insurance within 10 days of execution of the lease.

Staff recommends approval of the lease agreement.

#### Benefits:

- Project generates additional lease revenue for the city.
- Additional enclosed hangar space will be provided for the aeronautical community.
- Development on the airport may spur additional development.

#### Liabilities:

- None

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**STRATEGIC PLAN STRATEGY AND GOAL**

**4.0 The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.**

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**ACTION REQUIRED BY COUNCIL**

**Authorize the Mayor to execute a lease agreement with La Jet Porte, LLC for a development at La Porte Municipal Airport for a 30-year term.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

AGREEMENT AND LEASE  
FOR FIXED BASE OPERATIONS  
AT CITY OF LA PORTE, TEXAS, MUNICIPAL AIRPORT

THIS AGREEMENT AND LEASE, made and entered into effective the 1st day of September 2023, by and between the City of La Porte, Texas, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Lessor" and La Jet Porte, LLC., a Texas limited liability company, hereinafter referred to as "Lessee."

**WITNESSETH:**

WHEREAS, the Lessor controls and operates an airport known as La Porte Municipal Airport, located in the City of La Porte, State of Texas, which airport and any additions or improvements thereto or changes therein which the Lessor hereafter makes or authorizes are hereinafter collectively referred to as the "Airport"; and,

WHEREAS, Lessee desires to lease from Lessor certain portions of the Airport as hereinafter defined and described as the "Leased Premises", to allow Lessee to provide aviation/aeronautical services for the benefit of the general public; and

WHEREAS, the parties desire to enter into an Agreement and Lease for Fixed Base Operations at the Airport all as more fully hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Lessor and the Lessee do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

**EXHIBITS**

The following Exhibits are attached hereto, incorporated by reference herein, and made a part hereof for all purposes:

Exhibit "A"    Layout of Leased Premises, consisting of 72, 025 square feet (1.65 Acres, More or Less).

Exhibit "B"    Layout of Leased Premises including Proposed Structures.

Exhibit "C" Standard Minimum Requirements for Airport  
Aeronautical Services, La Porte Municipal Airport

Exhibit "D" Lessee's Construction Schedule

#### ARTICLE I - TERM OF AGREEMENT

The term of this Agreement and Lease shall be for a thirty (30) year period commencing September 1, 2023, and terminating August 31, 2053.

#### ARTICLE II - LEASED PREMISES AND FACILITIES

1. The Lessor, in consideration of the compensation and sundry covenants and agreements set forth herein to be kept and performed by the Lessee, does hereby, and by these presents, demise and lease unto the Lessee, upon the conditions hereinafter set forth, all of which the Lessee accepts, the exclusive use and occupancy of the Leased Premises, the location and boundaries of said Leased Premises being as described and indicated on Exhibit "A" and Exhibit "B", attached hereto, which are stipulated and agreed between the parties to be correct and by reference are made a part hereof.

2. Lessee takes all of such Leased Premises in its present condition "as is", and except as otherwise specifically provided herein, agrees to provide all necessary and reasonable maintenance and repairs to the property described on Exhibit "A" and Exhibit "B", in order to maintain such property in a usable condition.

3. Lessee shall make available to the public for rental purposes, T-hangars and conventional aircraft storage facilities leased to Lessee herein and described on Exhibit B. In its rental of such aircraft storage facilities, the Lessee shall charge reasonable rental rates, consistent with industry standards for this region. Notwithstanding any other provision of this Agreement, the parties recognize and agree that Lessee is not herewith given and shall not exercise exclusive control over the ramp area not specifically leased under this Agreement; and that the public shall have the right, at all times, to ingress and egress, over and through said ramp area, as reasonably necessary for the use by the public of airport facilities at La Porte Municipal Airport.

4. The Lessor expressly reserves from the lease of the Leased Premises the following:

A. All gas, oil and mineral rights in and under the soil.

B. The right to grant utility rights-of-ways to others over, under, through, across or on the Leased Premises, provided that such use will not unreasonably or materially interfere with the Lessee's use of the Leased Premises.

#### ARTICLE III-A - ADDITIONAL FACILITIES

The Lessee shall have the right to provide additional T-Hangar or tie-down facilities on the property leased herein, but any such additional facility shall only be provided after specific written authorization from the Lessor. Additional facilities shall be provided only in areas specifically authorized by the Lessor and shall be hard surfaced rather than grass areas. The parties further agree that no aircraft will be tied down on grass surface areas within Lessee's leased premises.

#### ARTICLE III-B - RENTALS AND CHARGES - LEASED PREMISES

1. For the Leased Premises described on Exhibit "A" attached hereto, the base ground rental rate as established in Section 18-179 of the La Porte Code of Ordinances is 1) 0.0302 cents per square foot for undeveloped property, or \$1315.51 per acre, and 2) 0.14 cents per square foot for areas designated for conventional or T-hangars as depicted on Exhibit "B" attached hereto, beginning in July of 1995, with both rates being subject to an annual adjustment based on the Consumer Price Index for All Urban Consumers ("CPI-U" herein), and utilization of a baseline index value of 152.5 (the CPI-U in July of 1995) to determine present value.

2. The annual rental amount for the Leased Premises to be paid to the Lessor by Lessee shall be determined by multiplying the said base per square foot rental rate specified under the immediately preceding paragraph by the actual acreage lease by the Lessee, then adjusted for inflation using the CPI-U baseline index of 152.5 to arrive at present value, and as adjusted thereafter on an annual basis based on the CPI-U index value determined for successive calendar years, in the manner herein set forth as follows:



- A. The index used for adjustments to actual rental amount due for any lease-year shall be the CPI-U index for the month of December of the calendar year next preceding the year for which the rental rate calculation is made. Each year, Lessor shall provide Lessee with written notice of the applicable rental amount.
- B. The index for calculation of rent for the lease year 2023 (April 1, 2023, and ending March 31, 2024) is based on the December 2022 CPI-U index of 296.797, resulting in 1) for undeveloped property (the total area of the Leased Premises), an annual rental amount of Two-Thousand five-hundred sixty and 01/100 dollars (\$2,560.26) per acre for the lease year beginning April 1, 2023, and ending March 31, 2024), and 2) for conventional and/or T-hangars space, an annual rental amount based on a rate of 0.272 cents per square foot, for the lease year beginning April 1, 2023, and ending March 31, 2024). T-hangar, office space and conventional hangar annual rental will commence thirty (30) days prior to structure completion.
- C. In the event that the United States Department of Labor discontinues publication of the above index or data from which the index can be directly computed, or if the method for the determination of such index is substantially different than that existing at the time this Agreement and Lease is executed, the basis for the rental rate adjustment shall be the most closely comparable index published by the U.S. Government.

#### ARTICLE III-C - RENTALS AND CHARGES - PAYMENTS

1. The rentals provided in Articles III-A and III-B, above, during the term of this Agreement and Lease shall be paid monthly, in sum equal to 1/12 of the annual rental due hereunder, in advance on the first day of each and every month. In the event that this Agreement and Lease commences or terminates other than on the first or last day of the month, pro-rata payments shall be made for the fractional part of a month involved.
2. The Lessor is entitled to collect and the Lessee agrees to pay all rentals due under this Agreement and Lease to the City of La Porte, La Porte Municipal Airport, La Porte, Texas, without notice to the Lessee. Rentals more than thirty (30) days past due may be subject to a service charge of one percent (1%) per month, based on an annual rate of twelve percent (12%)

3. Without prejudice to any other remedy which otherwise might be used for arrears of rent or other breach of this Agreement, if the Lessor is required or it elects to pay any sum or incurs any obligations or expense, by reason of a failure, neglect or refusal of the Lessee to perform any one or more of the terms, conditions or covenants of this Agreement and Lease or as the result of any act or omission of Lessee contrary to said terms, conditions and covenants, the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the Lessor in the same manner and with like remedies as if it were originally a part of the rent as set forth hereinabove.

#### ARTICLE IV - ACTIVITIES, USES, PRIVILEGES AND OBLIGATIONS OF THE LESSEE

1. A Fixed Base Operation is defined as a commercial aviation activity conducted by a person, partnership, firm or corporation engaged in the hanging, maintenance, care and operation of aircraft for use by the public, and such other activities as may be pertinent to such use. This definition specifically includes all terms as set forth in Minimum Requirements for Airport Aeronautical Services at the La Porte Municipal Airport, made a part hereof and attached hereto as Exhibit "C".

2. During the term of this Agreement and Lease, the Lessee agrees to use the Leased Premises for the purposes or activities stated above, subject to the conditions generally or particularly set forth herein, and not to use or permit the use of the Leased Premises or any part thereof for any purposes or activities other than those specifically stated above without first obtaining the express, written approval of the Lessor.

3. Lessee agrees that the rights and privileges granted herein are non-exclusive except as to the Leased Premises which shall be for the exclusive use of the Lessee.

4. The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations and that it and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may from time to time be promulgated by the Lessor, including Ordinance No. 1660, as amended; by the United States of America or by any department or agency thereof, the State of Texas and the City of La Porte. Without limiting the generality of the foregoing, the Standard Minimum Requirements for Airport Aeronautical Services at La Porte Municipal Airport, heretofore adopted by the City Council of the City of La Porte, by Ordinance No. 95-2074, as amended, is incorporated by reference herein and made a part hereof for all purposes.

5. The Lessee agrees, at its own expense, to pay any and all taxes levied by the City, County or other appropriate governmental units and to pay any and all costs or charges for utility services furnished to or required by the Lessee.

6. The Lessee will not suffer or permit to be maintained upon the Leased Premises or upon the exterior of any improvements or appurtenances thereto any billboards, signs or other advertising media except those which have prior written approval of the Lessor. Flashing, rotating, animated or intermittent illuminated type signs are prohibited.

7. Lessee shall utilize on the Airport, only service contractors authorized to operate at the Airport, including, but not limited to vendors of aircraft, aircraft parts, service and fuel, car rental service, taxicab service, vending machine service and the like; it being understood that fees may be imposed or collected by the Lessor from such contractors for the privilege of operating at the Airport.

#### ARTICLE V - RIGHTS AND COVENANTS OF THE LESSOR

1. The Lessor covenants that it is well seized of the Leased Premises and has good title thereto free and clear of all liens and encumbrances and has full right and authority to lease the same as herein set forth.

2. The Lessor covenants that the Lessee shall have peaceful possession and quiet enjoyment of the Leased Premises during the term hereof so long as the Lessee performs and observes all of the covenants, agreements, terms and conditions hereof.

3. The Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

4. The Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of this Airport as it sees fit, regardless of the desire or views of the Lessee, and without interference or hindrance.

5. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

6. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

7. This Agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the Airport.

8. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

9. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of our flight in the air, using said airspace for landing at, taking off from, or operating on or about the Airport.

## ARTICLE VI - IMPROVEMENTS AND MAINTENANCE

1. Lessee agrees that construction of all facilities, improvements or appurtenances on or in connection with the Lease Premises is prohibited without the express written consent of the Lessor before commencement of said construction. All facilities, improvements, or appurtenances proposed for construction shall comply with all existing applicable codes, ordinances, laws and regulations relating thereto.

2. The Lessee agrees that no obstruction to air navigation as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation Regulations or subsequent and additional regulations of the Federal Aviation Administration will be constructed or permitted to remain on the Leased Premises. Any obstructions shall be removed by the Lessee at its expense. The Lessee agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of aircraft operating on or above the Airport in airspace protected under rules prescribed by FAR Part 77. The Lessee further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aids or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

3. The Lessee agrees that all utility services required by it during the lease term for the Lease Premises must be paid for by the Lessee including the maintenance cost of service lines.

4. The Lessee agrees, at its own expense, to cause the Leased Premises and any improvements and appurtenances thereto to be maintained in a tenantable and in a safe, neat, clean and presentable condition including, but not limited to, the necessary mowing and snow removal of the Leased Premises during the appropriate periods of the year.

5. The Lessee agrees, at its own expense to keep and maintain in good repair, all structures, pavements, utilities and all other improvements and appurtenances within and upon the Leased Premises, as described on Exhibit "A" attached hereto. Lessee further agrees that Lessor shall have no maintenance responsibilities with respect to the Leased Premises, except Lessor shall be responsible for maintenance of emergency equipment access/ staging areas and Tie-Down areas, as described on Exhibit "B" attached hereto.

6. Lessee agrees, at his own expense, to remove all waste, garbage, and rubbish from the Lease Premises, and agrees not to deposit the same on any part of the Leased Premises except temporarily in connection with collection for removal. No waste, garbage or rubbish will at any time be deposited on any other area of the Airport.

7. Lessee agrees to provide, at its own expense, such janitor, toilet, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Leased Premises and the improvements and appurtenances thereto.

8. The Lessor and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right to enter upon or in the Leased Premises and any improvements thereon for the following purposes:

A. To inspect the Leased Premises and any improvements thereon at reasonable intervals during regular business hours or at any time in case of emergency, to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement and Lease with respect to such Leased Premises.

B. To perform any and all things which the Lessee is obligated to do and has failed, after reasonable notice to do, including maintenance, repairs and replacements of any portion of the Leased Premises, improvements or appurtenances thereto, in which event the Lessee agrees to reimburse the Lessor for reasonable costs thereof promptly upon demand, as set forth herein before.

C. In the exercise of the Lessor's police power.

D. To inspect the Leased Premises and perform any and all things with reference thereto which the Lessor is obligated or authorized to do as set forth herein.

No such entry by or on behalf of the Lessor within or upon the Leased Premises or any improvements thereon shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by the Lessee.

9. Upon termination of this Agreement and Lease at the expiration of the term or for any other reason or cause, the Lessee shall have the right to remove any structures or other improvements and all machinery, fixtures, apparatus and equipment owned by the Lessee and located on the Leased Premises for a period of 120 days after said termination date and upon payment of rentals as provided in Article III hereof to the date of removal of said improvements. The Lessor shall be entitled to have the Lease Premises herein demised returned to it clear of all improvements owned by the Lessee and may require the Lessee to make such restoration by written notification within 120 days following termination of this Agreement and Lease; and, in the event of the failure by the Lessee to restore the Leased Premises as herein required, within 120 days of said written notification, then the Lessor may make such restoration at the Lessee's expense. In the event that Lessee does not remove all said improvements or equipment, and the Lessor elects not to require said restoration of the Leased Premises, then upon the expiration of 120 days from the date of termination of this Agreement and Lease, all structures or other improvements and all machinery, fixtures, apparatus and equipment located on the Leased Premises shall become the property of the Lessor. Underground fuel storage tanks and appurtenances, if any, shall be removed and disposed of in accordance with Federal and State of Texas regulations.

#### ARTICLE VII - INDEMNIFICATION AND INSURANCE

1. The Lessee covenants and agrees to indemnify and save harmless the City of La Porte, its officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, liens, demands, actions or cause of action of any kind or nature for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of the Lessee on the Leased Premises or in connection with its use of the Leased Premises, and the Lessee further agrees to pay all expenses in defending against any such claims made against the Lessor, including reasonable attorney's fees; provided, however, that the Lessee shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the Lessor, its agents or employees. The Lessee and the Lessor shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party. If the Lessee fails, after written notice from Lessor, to so save harmless and indemnify Lessor, Lessor shall have the right, in addition to its other legal remedies, to declare a default in Lessee's obligation to fulfill and comply with the terms and conditions of this Lease, and Lessor may then proceed to termination of the Lease pursuant to Article IX hereof.

2. The Lessee shall procure and maintain in effect during the term of this Agreement and Lease insurance with companies licensed to do business in the State of Texas, and naming the Lessor as an additional insured and containing a cross liability agreement, providing the following coverages:

Worker's Compensation  
and Employer Liability

Statutory

Aircraft Liability

\$500,000 each occurrence  
\$100,000 each passenger

- Non-owned Aircraft \$500,000 each occurrence  
\$100,000 each passenger
- Airport Premises Liability \$500,000
- Products & Completed Ops. \$500,000
- Contractual Liability \$500,000
- Hangar Keepers Liability (Risk Analysis)
- Property Insurance for Leased Premises (Replacement value of  
lease hold premises)
- Builders Risk \$500,000
- Automobile Liability Statutory minimum
- Chemical Liability Statutory

3. A certified copy of each policy evidencing the existence thereof shall be delivered to the Lessor within ten (10) days after the execution of this Agreement and Lease. Each such copy shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Lessor. Each such policy shall not, without obtaining express advance permission from the Lessor, raise any defense involving in any way the immunity of the City of La Porte, its members, officer, agents, or employees, the governmental nature of the Lessor, or the provisions of any statutes respecting suits against the City.



4. The Lessee shall furnish to the City satisfactory evidence that it carries Workmen's Compensation Insurance in accordance with the laws of the State of Texas.

5. In the event that any repairs, alterations, additions, or improvements are made, in, on or to the Leased Premises (excluding the Tie-Down areas) by reason of the use and occupancy of the Leased Premises by the Lessee, then the Lessee covenants and agrees to make such repairs, alterations, additions, or improvements in, on or to the Leased Premises at its own expense. The Lessee covenants and agrees to indemnify and save harmless Lessor from and against all expenses, liens, claims, or damages to either persons or property which may or might arise by reason of any repairs, alterations, additions, or improvements made by the Lessee in, on or to the Leased Premises.

#### ARTICLE VIII - TERMINATION BY LESSEE

1. In addition to all other remedies available to the Lessee, this Agreement and Lease shall be subject to cancellation by the Lessee should any one or more of the following events occur:

- A. The permanent abandonment of the Airport.
- B. The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such manner as to substantially restrict the Lessee from conducting its fixed base operation, and the remaining in force of such injunction for at least thirty (30) days.
- C. The breach by the Lessor of any of the terms, covenants or conditions of this Agreement and Lease to be kept, performed, and observed by the Lessor, and the failure of the Lessor to remedy such breach for a period of thirty (30) days after written notice from the Lessee of the existence of such breach.
- D. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Lessee from conducting its operation, if such restrictions be continued for a period of three (3) months or more.

## ARTICLE IX - TERMINATION BY LESSOR

1. In addition to all other remedies available to the Lessor, this Agreement and Lease shall be subject to cancellation by the Lessor should any one or more of the following events occur:

- A. If the Lessee shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Re-Organization Act; or if a Receiver for the Lessee's assets is appointed; or if the Lessee shall be divested of its rights, powers and privileges under this Agreement and Lease by other operation of law.
- B. If the Lessee shall default in or fail to make any payments at the times and in the amount required of it under this Agreement and Lease.
- C. If the Lessee shall abandon and discontinue all aeronautical activities at the Leased Premises.
- D. If the Lessee shall fail to perform, keep and observe all the covenants and conditions contained in this Agreement and Lease to be performed, kept and observed by it.
- E. If the Lessee shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Texas, or the City of La Porte.

Provided that upon happening of any of the contingencies recited in subparagraphs B, C, D and E above the Lessor shall give written notice to the Lessee to correct or cure such default, failure to perform, or breach, and if, within thirty (30) days from the date of such notice, the default, failure to perform or breach complained of, shall not have been corrected in a manner satisfactory to the Lessor, then, and in such event, the Lessor shall have the right at once and without further notice to the Lessee to declare this Agreement and Lease terminated and to enter upon and take full possession of the Leased Premises and Leased Facilities and, provided further that upon the happening of any one of the contingencies enumerated in subparagraph A hereof, this Agreement and Lease shall be deemed to be breached by the Lessee and thereupon ipso facto and without entry or any other action by the Lessor, the Agreement and Lease shall terminate, subject to be reinstated only if such involuntary bankruptcy or insolvency proceedings, petitions for reorganization, trusteeship, receiver ship, or other legal act divesting the Lessee of its rights under this Agreement and Lease shall be denied, set aside,

vacated or terminated in the Lessee's favor within forty-five (45) days from the happening of the contingency. Upon the happening of said latter event, this Agreement and Lease shall be reinstated as if there had been no breach occasioned by the happening of said contingencies provided that the Lessee shall within ten (10) days discharge any and all sums of money which may have become due under this Agreement and Lease in the interim and shall then remain unpaid and shall likewise fully perform and discharge all other obligations which may have accrued and become payable in the interim. The acceptance of rentals and fees by the Lessor for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Lessee shall not be deemed a waiver of any rights of the Lessor to cancel this Agreement and Lease for failure by the Lessee to so perform, keep, or observe any of the terms of this Agreement and Lease to be kept, performed, and observed by the Lessee.

#### ARTICLE X - ASSIGNMENT AND SUBLETTING

1. The activities, uses, privileges and obligations authorized herein are personal and the Lessee agrees that it will not assign, subcontract, sublet, or underlet the same or any portion thereof, or assign, subcontract, sublet or underlet the Leased Premises or any portion thereof without the expressed consent of the Lessor in writing and any purported assignment or subcontract in violation hereof shall be void. In no case, however, may the activities, uses, privileges and obligations authorized herein or the Leased Premises or any portion thereof be assigned, subcontracted, sublet, or underlet by the Lessee for any use other than herein specified. All provisions of this Agreement and Lease applicable to the Lessee hereunder shall be equally binding upon any party to which the activities, uses, privileges and obligations authorized herein, leased Premises are assigned, subcontracted, sublet or underlet.

2. The Lessor will not be unnecessarily arbitrary in granting said permission, but the Lessor shall be the sole judge as to the reliability, capability, character, and desirability of the parties involved.

#### ARTICLE XI - HOLDING OVER

1. In the event the Lessee shall hold over and remain in possession of the Leased Premises herein leased after expiration of this Agreement and Lease without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement and Lease but shall only create a tenancy from month to month which may be terminated at any time by the Lessor, upon delivery of written notice to Lessee.

## ARTICLE XII - SUCCESSOR AND ASSIGNS BOUND BY COVENANTS

1. All covenants, stipulations and agreements in this Agreement and Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

## ARTICLE XIII - GENERAL PROVISIONS

1. Notices to the Lessor provided for in this Agreement and Lease shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to the City Manager, City of La Porte, 604 West Fairmont Parkway, La Porte, Texas 77571, and notices to the Lessee if sent by certified or registered mail, postage paid addressed to La Jet Porte, 2601 South Broadway, #49 La Porte, Texas 77571, or to such other respective address as the parties may designate to each other from time to time.

2. The Lessee represents that it has carefully reviewed the terms and conditions of the Agreement and Lease and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities, authorized and required by this instrument.

3. The term "Lessor" as used in this Agreement and Lease means the City of La Porte, and where this Agreement and Lease speaks of approval and consent by the Lessor, such approval is understood to be manifested by act of the City Manager, except as otherwise expressly stated in this Agreement and Lease.

## ARTICLE XIV - INVALID PROVISION

1. In the event that any covenant, condition or provision herein contained is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the Lessor or the Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement and Lease.

## ARTICLE XV - FEDERAL REQUIREMENTS

1. The right to conduct aeronautical activities or furnishing services to the public is granted to the Lessee subject to Lessee agreeing to:
  - A. Furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and
  - B. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
2. The Lessee in exercising any of the rights or privileges herein granted to it shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. The Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this nondiscrimination covenant.
3. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

## ARTICLE XVI - FAVORED NATIONS CLAUSE

1. Lessor covenants and agrees not to hereafter enter into any lease, contract, or agreement, nor any renewal of any existing leases, with any other party with respect to the Airport, containing more favorable terms than this lease or to grant to any other operator rights, privileges or concessions with respect to the Airport which are not accorded to Lessee hereunder, unless the same rights, privileges and concessions are concurrently and automatically made available to Lessee. It is understood and agreed that the intent of the parties in this paragraph is to provide that Lessee shall not be put at a competitive disadvantage with any other operator rights, privileges or concessions which have not been granted to Lessee or terms and conditions more favorable than those enjoyed by Lessee.

#### ARTICLE XVII - LESSOR'S APPROVALS

1. Lessor covenants and agrees, in the case of every provision of this lease which requires Lessor approval for certain events or happenings, to not unreasonably withhold permission or approval of Lessee's request to use the leased premises for certain purposes or activities, provided that such request is consistent with the terms of the lease, and provided, further, that the request is consistent with the Minimum Standards for Airport Aeronautical Services at the La Porte Municipal Airport, and other applicable regulatory ordinances affecting the Airport. Lessee's request to Lessor shall be in writing, and Lessor agrees to reply to Lessee's request within thirty (30) days of such written application.

#### ARTICLE XVII - FORCE MAJEURE

1. Any prevention, delay or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, act of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay or stoppage, except where such performance is the payment of rental or other charges to be paid by Lessee pursuant to the provisions of this Lease.

#### ARTICLE XIX - ENVIRONMENTAL

1. "Environmental Laws" means all federal, state, and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances. "Hazardous Substances" means, without limitation, radon, radioactive materials, asbestos, urea formaldehyde form insulations, polychlorinated biphenyls, benzene, hazardous materials, flammable explosives, hazardous or toxic wastes, hazardous or toxic substances or related materials including all such wastes, materials and substances as such terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. Sec. 9601 et. seq.], the Resource Conservation and Recovery Act, as amended [42 U.S.C. Sec. 6901 et. seq.] or any other applicable environmental laws and the regulations adopted pursuant thereto and other Environmental Laws governing waste substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives of

any governmental authority with respect thereto. "Polluting Substances" means, without limitation, fuels, crude oil, chemicals, or any other liquid or solid material which if spilled or disposed of on real estate will pollute such real estate. The Leased Premises are not being used for the storage, treatment, generation, transportation, processing, handling or disposal of any Hazardous Substance in violation of any Environmental Laws. In addition, Lessor represents that (a) no release of a Hazardous Substance or Polluting Substance has occurred on the Leased Premises that would constitute a violation of any Environmental Laws; (b) no underground storage tanks have been placed on or exist on the Leased Premises; (c) there have not been nor are there any Hazardous Substances or Polluting Substances in or contaminating any of the land, buildings, structures, or other improvements constituting a part of the Leased Premises that would constitute a violation of any Environmental Laws; and (d) there have not been nor are there any Hazardous Substances in concentrations that exceed amounts permitted by Environmental Laws on or in any of the land, buildings, structures, or other improvements on the Leased Premises.

2. Lessee covenants and agrees, in its use of the Leased Premises, that it shall comply with all Environmental Laws. Lessee covenants and agrees, in its use and occupancy of the leased premises, that (a) no release of a hazardous substance or polluting substance shall occur on the leased premises that would constitute a violation of any Environmental Law; (b) any underground storage tanks placed on the leased premises shall be used in conformity with all Environmental Laws, and all necessary permits shall be obtained therefore; (c) there shall not be any Hazardous Substances or Polluting Substances in or contaminating any of the land, buildings, structures, or other improvements constituting a part of the Leased Premises that would constitute a violation of any Environmental Laws; and (d) there have not been nor are there any Hazardous Substances in concentrations that exceed amounts permitted by Environmental Laws on or in any of the land, buildings, structures, or other improvements on the Leased Premises.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives, effective \_\_\_\_\_, 2023.

**Lessor:**

CITY OF LA PORTE, TEXAS

By: \_\_\_\_\_  
Louis Rigby  
Mayor

ATTEST:

\_\_\_\_\_  
Lee Woodward  
City Secretary

APPROVED:

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

**Lessee:**

For La Jet Porte, LLC

\_\_\_\_\_  
Name:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Name:\_\_\_\_\_

Title:\_\_\_\_\_

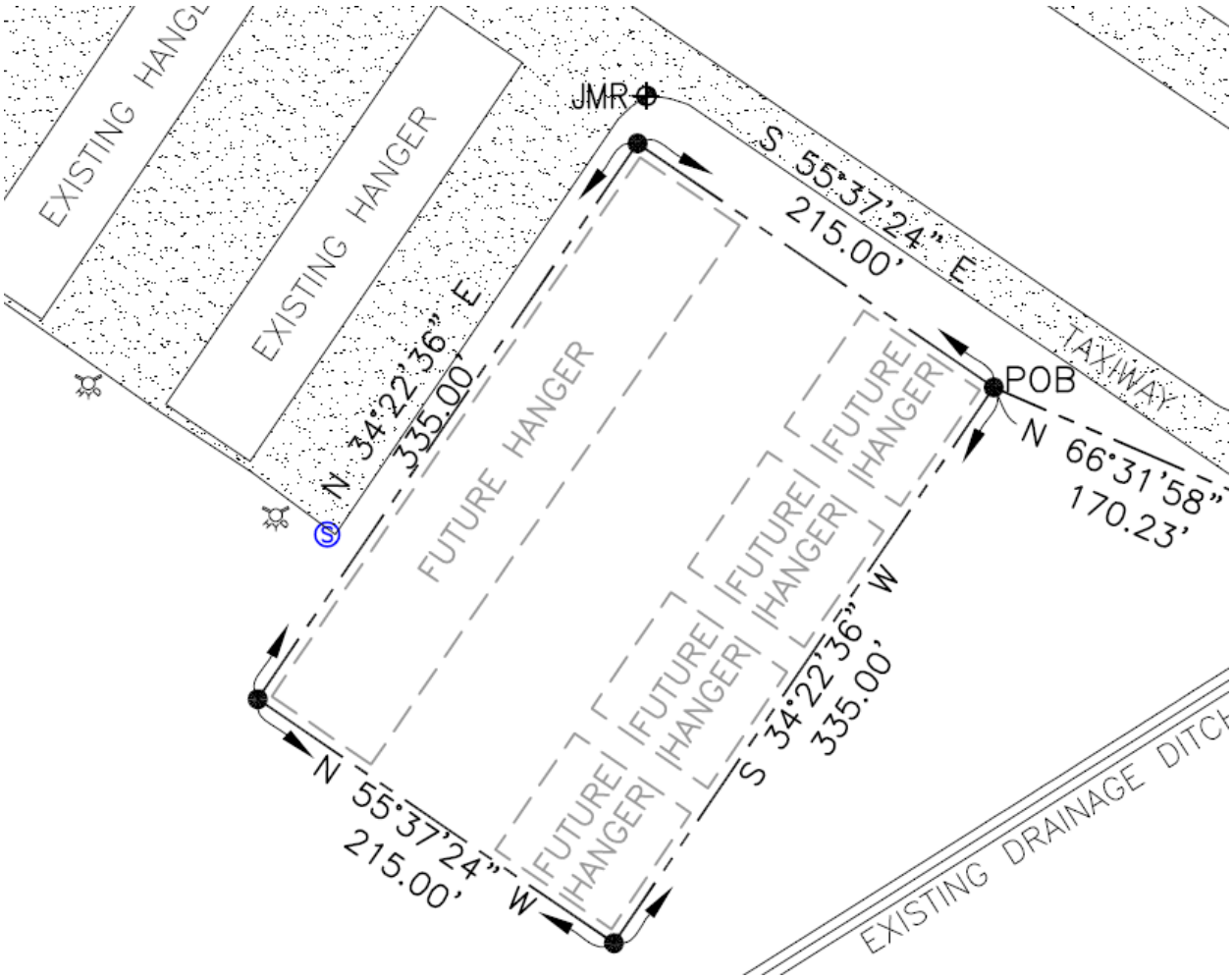


## Layout of Leased Premises



Exhibit "B"

Layout of Leased Premises including Proposed Structures.



## **Exhibit "C"**

Standard Minimum Requirements for  
Airport Aeronautical Services  
La Porte Municipal Airport

## **Exhibit "D"**

### **Lessee's Construction Schedule**

Lessee covenants and agrees with Lessor to keep and maintain the following construction milestones in the planning and construction of an aircraft storage complex as depicted on Exhibit "B".

Phase 1- Two (2) 4,900 square foot (more or less) conventional style "corporate" hangars and One (1) 19,500 square-foot T-hangar with asphalt ramp adjoining existing ramp and taxiway.

- A. Site Plan submitted by September 1, 2023
- B. Construction begins by December 1, 2023
- C. Construction completed by May 31, 2024

Phase 2- Two (2) 4,900 square foot (more or less) conventional style "corporate" hangars.

- A. Site Plan submitted by September 1, 2024
- B. Construction begins by December 1, 2024
- C. Construction completed by May 31, 2025

Secs. 18-145—18-175. - Reserved.

#### ARTICLE IV. - AIRPORT LEASES

##### Sec. 18-176. - Definitions.

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

*Aeronautical services* means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

*Aircraft* means a device that is used or intended to be used for flight in the air.

*Airport* means the La Porte Municipal Airport, which is that area of land that is used or intended to be used for the landing, takeoff, maintenance, fueling and storage of aircraft, including all buildings and facilities.

*Building* means permanent structures such as hangars, office spaces, storage facilities and the like used in the storage and/or maintenance of aircraft, parts and other materials used in the maintenance and operation of aircraft, and the administration of airport services, including pilot lounges, restroom facilities, office areas and showrooms. Trailers, portable structures or other temporary buildings are specifically excluded from this definition and are prohibited on the airport without the express written approval of the airport manager.

*FAA* means the Federal Aviation Administration.

*Fixed base operator (FBO)* means an operator of a permanent fixed aviation service facility at the airport who engages in two or more aviation activities as outlined in this article.

*Manager* means the director of public works of the city acting in the capacity of airport manager.

*Minimum standards* means the qualifications which are established in this article by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

*Owner* means the city.

*Operator* means any person, firm, partnership, corporation, association or group providing any one or a combination of aeronautical services to or for aviation users at the airport.

(Ord. No. 95-2074, § 1(Ex. A, § 1), 10-23-95)

Cross reference— Definitions generally, § 1-2.

Sec. 18-177. - Minimum standards for all operators.

The following standards shall apply to all operators, in addition to the rules and regulations for the operation of the La Porte Municipal Airport, as established by article III of this chapter.

- (1) *Term of lease.* The lease shall be for a term not less than five and not more than 30 years, with other terms and conditions to be negotiated, commensurate with the operator's financial investment in his facility.
- (2) *Qualifications of operator; experience.* The operator, or a supervisory employee, shall have had at least five years' experience in the aeronautical service it wishes to provide. Should an operator not have such experience, but can demonstrate to the owner's satisfaction that he has had equivalent related experience, such experience may be deemed acceptable. A statement of qualification shall accompany the operator's letter of intent to the airport owner.
- (3) *Financial qualifications.* Any operator seeking to conduct aeronautical services at the airport must provide the owner a letter setting forth the operator's financial qualifications, to the owner's satisfaction, from a financial institution doing business in the area, or other such source that may be readily verified through normal banking channels. The operator must also demonstrate that it has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the operator will provide proof of current financial net worth showing that applicant holds unencumbered liquid assets in a total amount at least equaling three months estimated maintenance and operating expenses.
- (4) *Evidence of insurance coverage.* All operators shall demonstrate to the owner's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. The following shall be established as minimum coverage:

	Minimum Limits	When Needed
Worker's compensation and employer liability	Statutory	Statutory
Aircraft liability	\$500,000.00 each occurrence 100,000.00 each passenger	Owned or leased aircraft
Nonowned aircraft liability	\$500,000.00 each occurrence 100,000.00 each passenger	Flying nonowned aircraft
Airport premises liability	\$500,000.00	Airport premises are owned or leased by tenant

Products and completed operations	\$500,000.00	Aircraft repair or service, fuel and oil sale, aircraft sales, avionics repair, aircraft parts sales, manufacturing
Contractual liability	\$500,000.00	Hold harmless and indemnification agreement included in a lease
Hangar keepers liability	(Risk analysis)	Nonowned aircraft in care, custody or control of tenant while on ground
Property insurance for leased premises	(Replacement value of lease hold premises)	Covers physical damage to premises leased from the airport
Builders risk	\$500,000.00	Construction projects
Automobile liability	Statutory minimum	Owned/nonowned licensed vehicle driven on airport premises
Chemical liability	Statutory	Aerial applicators and fire bombers

The operator shall furnish, annually, a completed insurance certificate to the owner, which shall be completed by an agent authorized to bind the named underwriter to the coverage limits and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated therein. The owner reserves the right to review the insurance requirements of this section during the effective period of operations and to adjust insurance coverages and their limits when deemed necessary and prudent by the risk manager for the owner, based upon changes in statutory law court decisions or the claims history of the industry as well as the operator. The owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies). Upon such request by the owner, the operator shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. The operator agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain the following provision:

- a. Provide for ten days' notice of cancellation to the owner for nonpayment of premium, material change or any other cause.
- b. Provide for a notice to the owner at the address shown below by registered mail.

- c. Provide that all provisions of the lease concerning liability, duty and standard of care, together with the indemnification/defense provision below, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.
- d. The operator shall notify the owner in the event of any material change in coverage and shall give such notices not less than ten days prior to the change, which notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the owner at the following address:  
  
City of La Porte  
Attention Airport Manager  
P.O. Box 1115  
La Porte, Texas 77572-1115
- e. The permittee agrees to fully indemnify, save and hold harmless the owner against any and all claims, losses, costs and expenses, including costs or expenses incidental to the investigation and defense of the same, based upon or arising out of damage or injuries to any and all persons or their property resulting from the use or occupancy of the property by the operator, or from the acts of omissions of the operator; provided, however, that this subsection shall not create any right to indemnification for any injury, claim or loss occasioned by the sole negligence of the owner.
- f. It is further provided that the owner shall give to the permittee prompt and reasonable notice of any such claims or actions, and the operator shall have the right to investigate, compromise and defend the same to the extent of its own interest. This subsection shall not create any cause of action in favor of any third party against the owner or operator, nor shall it enlarge in any way the liability of the owner or operator, this subsection being intended solely to provide for indemnification of the owner from liability for damage to third persons or property as set forth in this subsection.

Subsection (4) of this section is representative of coverages commonly needed. However, the operator should consider having a thorough risk analysis conducted by a competent insurance professional to guarantee proper coverage.

- (5) *Required inclusions for leases for ground space and contracts for business.* Each lease for ground space and contract for business at the airport entered into by the owner shall include each of the following as are required by state and federal governments:
- a. Fair and nondiscriminatory provisions;
  - b. Affirmative action assurances;
  - c. Civil rights assurances;
  - d. Nonexclusive rights provisions; and



e. Other mandated provisions.

(Ord. No. 95-2074, § 1(Ex. A, § 2), 10-23-95)

Sec. 18-178. - Lease policies.

It is the policy of the city to make the airport available for public use on fair and reasonable terms, and without unjust discrimination, to all types, kinds and classes of aeronautical uses. All leases granted at the airport must comply with leasing policies established by the owner. The following policies are in addition to the minimum requirements as outlined in section 18-177.

- (1) All site development at the airport must meet or exceed city zoning, building and environmental regulations.
- (2) An existing operator providing a single service who wishes to engage in additional services must meet the minimum standards as outlined in section 18-189.
- (3) Fees for leasing activity are established by the city council. Airport revenues are dedicated to the continued operation and development of airport facilities.
- (4) Lease preparation fees shall be paid in advance by the prospective lessee. Fees are not refundable and shall be in an amount established by the city and listed in appendix A of this Code.

(Ord. No. 95-2074, § 1(Ex. A, § 3), 10-23-95)

Sec. 18-179. - Lease rates and charges; statement of concept.

Lease rates and charges at the airport are established to ensure that each operator shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other operators making the same or similar uses of the airport, utilizing the same or similar facilities. The rate per square foot is subject to an annual adjustment based on the Consumer Price Index for All Urban Consumers (1982—84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor. The following rates were in effect July 1, 1995, based on an index of 152.5:

	Description	Rate/ Square Foot
(1)	Undeveloped property, one or more acres	\$ 0.0302
(2)	Designated use area for T-hangers	0.14
(3)	Paved tiedowns (minimum 25)	144.00/year/tiedown

(Ord. No. 95-2074, § 1(Ex. A, § 4), 10-23-95)

Sec. 18-180. - Aircraft sales.

- (a) *Statement of concept.* An aircraft sales operator engages in the sale of new aircraft through franchises or a licensed dealership (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft; and provides arrangements for such repair, services and parts as necessary to meet any guarantee or warranty on aircraft sold.
- (b) *Minimum standards.* Minimum standards for an aircraft sales operation are as follows:
  - (1) The operator shall lease from the owner an area of not less than one acre of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, paved auto parking and paved aircraft access to the airport's taxiway system.
  - (2) The operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period.
  - (3) Insurance is required as listed in section 18-177(4).
  - (4) The operator shall have his premises open and services available eight hours daily, five days a week. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.
  - (5) The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. The operator shall also make available a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the operator.

(Ord. No. 95-2074, § 1(Ex. A, § 5), 10-23-95)

Sec. 18-181. - Aircraft airframe, engine and accessory maintenance and repair.

- (a) *Statement of concept.* An aircraft airframe, engine and accessory maintenance and repair operator provides one or a combination of airframe, engine and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.
- (b) *Minimum standards.* Minimum standards for an aircraft airframe, engine and accessory maintenance and repair operation are as follows:
  - (1) The operator shall lease from the owner an area of not less than one acre of ground space on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for airframe, engine and accessory repair services, all

meeting with local and state industrial code requirements, office, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.

- (2) The operator shall provide sufficient equipment, supplies and availability of parts to maintain the type of aircraft that the operator proposes to service.
- (3) Insurance is required as listed in section 18-177(4).
- (4) The operator shall have his business open and services available eight hours a day, five days each week. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.
- (5) The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspection authorization, and one other person not necessarily rated.

(Ord. No. 95-2074, § 1(Ex. A, § 6), 10-23-95)

#### Sec. 18-182. - Aircraft lease and rental.

- (a) *Statement of concept.* An aircraft lease or rental operator engages in the rental or lease of aircraft to the public.
- (b) *Minimum standards.* Minimum standards for an aircraft lease and rental operation are as follows:
  - (1) The operator shall lease from the owner an area of not less than one acre of ground space and on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, classroom, briefing room, pilot lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.
  - (2) The operator shall have available for rental, either owned or under written lease to the operator, not less than two certified and currently airworthy aircraft.
  - (3) Insurance is required as listed in section 18-177(4).
  - (4) The operator shall have his premises open and services available eight hours daily, five days a week. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.
  - (5) The operator shall have in his employ and on duty during the appropriate business hours, a minimum of one person having a current FAA commercial pilot certificate with appropriate ratings, including a flight instructor certificate.

(Ord. No. 95-2074, § 1(Ex. A, § 7), 10-23-95)

Sec. 18-183. - Flight training.

- (a) *Statement of concept.* A flight training operator engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' certificates and ratings involved.
- (b) *Minimum standards.* Minimum standards for a flight training operation are as follows:
  - (1) The operator shall lease from the owner an area of not less than one acre of ground space and on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, classroom, briefing room, pilot lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.
  - (2) The operator shall have available for use in flight training, either owned or under written lease to the operator, not less than two properly certificated aircraft.
  - (3) Insurance is required as listed in section 18-177(4).
  - (4) The operator shall have his premises open and services available eight hours daily, five days a week. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.
  - (5) The operator shall have on a full-time basis at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.

(Ord. No. 95-2074, § 1(Ex. A, § 8), 10-23-95)

Sec. 18-184. - Aircraft fuels and oil service.

- (a) *Statement of concept.* The sale of aircraft fuels and oil service will be conducted by an operator providing at least one additional aeronautical service, as described in this article, at the airport, with applicable minimum standards, excluding sections 18-187(c)(2) and 18-187(d)(1). A fuel vendor may operate as full-service, self-service, including automated fuels systems, or a combination.
- (b) *Minimum standards.* Minimum standards for an aircraft fuels and oil service operation are as follows:
  - (1) An operator shall construct and maintain his facilities and shall conduct fueling operations in compliance with all applicable city, state, and federal laws and regulations, whether presently in effect or enacted hereafter. The operator shall also comply with all standards of the National Fire Protection Association and the American Petroleum Institute including, but not

limited to, those standards set out in the National Fire Protection Association's Pamphlet No. 407, "Aircraft Fueling and Servicing," and the American Petroleum Institute's Bulletin No. 1542, "Airport Equipment Marking for Fueling Identification."

(2) Insurance is required as listed in section 18-177(4).

(3) Fueling facilities and equipment to be provided are as follows:

- a. A fuel vendor shall provide transient aircraft with a parking area having access to the airport runway/taxiway systems.
- b. The fuel vendor shall provide Avgas (jet fuel optional) seven days a week, eight hours per day. Full-service fuel vendors must provide trained and competent employees.
- c. The full-service fuel vendor shall provide a customer reception area and services conducive to general aviation transient aircraft.
- d. A fuel storage tank for each type of fuel stored shall be installed by the operator in a location approved by the owner.
- e. Notwithstanding subsection (b)(3)d of this section, an operator shall be allowed to use either fixed or aboveground dispensing equipment or mobile dispensing trucks.
- f. For each type of fuel dispensed, the operator shall have separate, filter-equipped dispensing pumps and meters.
- g. If an operator uses mobile dispensing trucks, the vendor shall have at least one truck for each type of fuel used.
- h. The operator shall obtain the written approval of the owner prior to construction or installation of any improvement on the operator's leased premises.
- i. The operator shall maintain all fueling facilities in a safe and clean condition, equal in appearance and character to other similar airport improvements.

(4) The operator shall maintain accurate records of all fuel delivered and dispensed and shall allow the owner to inspect its records at any time.

(Ord. No. 95-2074, § 1(Ex. A, § 9), 10-23-95)

Sec. 18-185. - Radio, instrument or propeller repair station.

- (a) *Statement of concept.* A radio, instrument or propeller repair station operator engages in the business of and providing a shop for the repair of aircraft radios, propellers, instruments or accessories for general aviation aircraft. This category may include the sale of new or used aircraft radios, propellers, instruments or accessories. The operator shall hold the appropriate repair shop certificates issued by the FAA.
- (b) *Minimum standards.* Minimum standards for a radio, instrument or propeller repair station operation are as follows:

- (1) The operator shall lease from the owner an area of not less than one acre of ground space on which a building shall be erected to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, to house all equipment, and to provide an office, shop, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.
- (2) Insurance is required as listed in section 18-177(4).
- (3) The operator shall have his premises open and services available eight hours daily, five days each week.
- (4) The operator shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one person who is an FAA rated radio, instrument or propeller repairman.

(Ord. No. 95-2074, § 1(Ex. A, § 10), 10-23-95)

Sec. 18-186. - Aircraft charter and air taxi.

- (a) *Statement of concept.* An aircraft charter and an air taxi operator engages in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Regulations under part 121 and/or part 135.
- (b) *Minimum standards.* Minimum standards for an aircraft charter and air taxi operation are as follows:
  - (1) The operator shall lease from the owner an area of not less than one acre of ground space on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, which shall be properly heated and lighted; and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.
  - (2) The operator shall provide, either owned or under written lease, type, class, size and number of aircraft intended to be used by the operator, not less than one aircraft which must meet the requirements of the air taxi commercial operator certificate held by the operator.
  - (3) Insurance is required as listed in section 18-177(4).
  - (4) The operator shall have his premises open and services available eight hours daily, five days each week. The operator shall provide on-call service during hours other than the aforementioned. The operator shall make provisions for someone to be in attendance in the office at all times during the required operating hours.
  - (5)

The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to conduct the flight activity offered by the operator.

(Ord. No. 95-2074, § 1(Ex. A, § 11), 10-23-95)

Sec. 18-187. - Aircraft storage.

- (a) *Statement of concept.* An aircraft storage operator engages in the rental of conventional hangars, multiple T-hangars, and/or paved tie-downs.
- (b) *Minimum standards; conventional hangar.* Minimum standards for a conventional hangar are as follows:
  - (1) The operator shall lease from the owner an area of not less than one acre of ground space on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.
  - (2) Insurance is required as listed in section 18-177(4).
  - (3) The conventional hangar operator shall have his facilities available for the tenant's aircraft removal and storage seven days a week, eight hours a day.
  - (4) The operator shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.
- (c) *Minimum standards; multiple T-hangars.* Minimum standards for multiple T-hangars are as follows:
  - (1) The operator shall lease from the owner at least one acre of ground space on which shall be erected at least one ten-unit T-hangar, together with paved auto parking, paved aircraft access to the airport's taxiway system, and shall provide a restroom and electricity for customer use.
  - (2) Alternative leasing is available at the designated use area for the construction of T-hangars, which is complete with paved auto parking, paved aircraft access to the airport's taxiway system and city utilities. Minimum standards are the same as subsection (c)(1) of this section.
  - (3) Insurance is required as listed in section 18-177(4).
  - (4) The T-hangar operator shall have his facilities available for the tenant's aircraft removal and storage 24 hours per day, seven days a week.
- (d) *Minimum standards for open air storage.* Minimum standards for open air storage are as follows:
  - (1)

The operator shall lease from the owner at least one acre and construct at least ten paved tiedowns, together with paved auto parking and paved aircraft access to the airport's taxiway system.

- (2) Alternate leasing is available at the airport's paved tiedown area, which is complete with paved auto parking and paved aircraft access to the airport's taxiway system. Operators desiring to lease the airport's paved tie-downs must meet the following minimum standards:
  - a. The operator must lease at least 25 tiedowns from the owner.
  - b. The operator must meet all minimum standards established in subsection (b) of this section.
- (3) Insurance is required as listed in section 18-177(4).
- (4) The open air storage operator shall have his facilities available for the tenant's aircraft removal and storage 24 hours per day, seven days a week.

(Ord. No. 95-2074, § 1(Ex. A, § 12), 10-23-95)

Sec. 18-188. - Specialized commercial flying services.

- (a) *Statement of concept.* A specialized commercial flying services operator engages in air transportation for hire for the purpose of providing the use of aircraft for the activities listed as follows:
  - (1) Nonstop sightseeing flights that begin and end at the same airport;
  - (2) Crop dusting, seeding, spraying and bird chasing;
  - (3) Banner towing and aerial advertising;
  - (4) Aerial photography or survey;
  - (5) Power line or pipeline patrol;
  - (6) Firefighting; and
  - (7) Any other operations specifically excluded from part 135 of Federal Aviation Regulations.
- (b) *Minimum standards.* Minimum standards for a specialized commercial flying services operation are as follows:
  - (1) The operator shall lease from the owner an area of not less than one acre of ground space on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system. In the case of crop dusting or aerial application, the operator shall make suitable arrangements and have such space available in his leased area for safe loading and unloading and storage and containment of chemical materials. All operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.



- (2) The owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All operators will, however, be required to maintain the aircraft liability coverage as set forth in section 18-177(4).
- (3) The operator shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards set forth in this section in an efficient manner.

(Ord. No. 95-2074, § 1(Ex. A, § 13), 10-23-95)

Sec. 18-189. - Fixed base operator (FBO).

- (a) *Statement of concept.* A fixed base operator (FBO) engages in any two or more of the aeronautical services for which minimum standards have been provided in this article.
- (b) *Minimum standards.* Minimum standards for a fixed base operator (FBO) are as follows:
  - (1) The operator shall lease from the owner an area of not less than two acres of ground space on which shall be erected a building to provide or is an existing building that provides at least 10,000 square feet of floor space for aircraft storage, shop and equipment, office, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.
  - (2) The operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by the operator except aircraft used for crop dusting, aerial application or other commercial use of chemicals.
  - (3) The operator shall provide the facilities, equipment and services required to meet the minimum standards as provided in this article for each aeronautical service the operator is performing.
  - (4) The operator shall obtain, as a minimum, that insurance coverage which is equal to individual insurance requirement of all the aeronautical services being performed by the operator, as set forth in section 18-177(4).
  - (5) The operator shall adhere to the hours of operation required for each aeronautical service being performed.
  - (6) The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the operator is performing as provided in this article. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the operator.

Sec. 18-190. - Flying clubs.

- (a) *Statement of concept.* The club must be a nonprofit corporation or partnership. Each member must be a bona fide owner of the aircraft or stock holder of the corporation.
- (b) *Minimum standards.* Minimum standards for a flying club are as follows:
  - (1) The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft and any facilities. The club will keep current a complete list of the club's membership and a record of club finances and will make such available to the owner upon request.
  - (2) The club's aircraft will not be used by other than bona fide members and by no one for hire, charter or air taxi. Student instruction may be given in the club aircraft by one club member to another club member, providing no compensation takes place. Otherwise, it must be given by an operator with a current agreement with the owner, as set forth in section 18-183.
  - (3) If the club fails to comply with the conditions contained in subsections (b)(1) and (b)(2) of this section, the owner will notify the club in writing of such violations. The club shall have 14 days to correct such violations. If the club fails to correct the violations, the owner may demand the club's removal from the airport.
  - (4) The flying club must agree and provide as a minimum insurance in the following categories to the same level as required for all operators, as set forth in section 18-177(4):
    - a. Aircraft liability; and
    - b. Comprehensive public liability and comprehensive property damage, including vehicular.
  - (5) Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require an FAA certificated mechanic. All other maintenance must be provided by an operator based on the airport who provides such service, or by an FAA certified mechanic who shall not receive remuneration in any manner for such service.
  - (6) If the club desires to operate its own storage facility, it must comply with all requirements as set forth in section 18-182.

Sec. 18-191. - Operators subleasing from another commercial operator.

- (a) Prior to finalizing an agreement, the lessee and sublessee shall obtain written approval of the owner for the business proposed. The sublease shall define the type of business and service to be offered by the sublessee operator.
- (b)

The sublessee operator shall meet all of the minimum standards established by the owner for the categories of services to be furnished by the operator. The minimum standards may be met in combination between the lessee and the sublessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sublessee that shall be used to meet the standards.

(Ord. No. 95-2074, § 1(Ex. A, § 16), 10-23-95)

Sec. 18-192. - Other aviation-related operator.

- (a) Any operator wishing to conduct an aviation-related activity not covered by this article will submit a detailed request, in writing, describing the activity to be conducted, the proposed lease area and any improvements to be made to the property.
- (b) The owner will examine the request and determine the appropriate standards for that activity, following as closely as possible standards for the activity that most closely matches the proposed activity.
- (c) The owner reserves the right to determine the appropriateness of the activity, applicable standards to be applied, and the minimum lease area and required improvements.
- (d) Nothing in this section requires the owner to approve of the proposed activity, and the owner reserves the right to deny the application.

(Ord. No. 95-2074, § 1(Ex. A, § 17), 10-23-95)

Sec. 18-193. - Environmental standards.

Any operator, person, party, firm or corporation operating on the airport must comply with all federal, state and local environmental regulations, including the Environmental Protection Agency, state natural resource conservation commission and the city.

(Ord. No. 95-2074, § 1(Ex. A, § 18), 10-23-95)



Tract 1 – Lease at La Porte Municipal Airport (KPPO) 1.6535 acres

Being a 1.6535 acres of land situated in the William M. Jones Survey, Abstract No. 482, Harris County Texas described and being part of a tract of land conveyed inside of the La Porte Municipal Airport (KPPO), said 1.6535 acres of land is more particularly described by metes and bounds as follows bearing being based on the Texas Coordinate System, South Central Zone, NAD 83:

Beginning at the POINT OF COMMENCEMENT being a MAG nail set in asphalt on the edge of a taxiway labeled "ACE" said nail having a Texas Coordinate Value of  $Y = 13812165.00'$ ,  $X = 3217029.98'$ ;

THENCE N  $66^{\circ} 31' 58''$  W – 170.23 feet to the POINT OF BEGINNING;

THENCE S  $34^{\circ} 22' 36''$  W – 335.00 feet to a point;

THENCE N  $55^{\circ} 37' 24''$  W – 215.00 feet to a point;

THENCE N  $34^{\circ} 22' 36''$  E – 335.00 feet to a point;

THENCE S  $55^{\circ} 37' 24''$  E – 215 feet to the PLACE OF BEGINNING and containing 1.6535 acres more or less.

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



BILL BENTLEY  
Councilperson District 3  
RICK HELTON  
Councilperson District 4  
JAY MARTIN  
Councilperson District 5  
ROBBIE McLARRIN  
Councilperson District 6

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF LA PORTE  
SEPTEMBER 26, 2022**

The City Council of the City of La Porte met in a regular meeting on Monday, September 26, 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, Brent McCaulley, Mandi Williams, Chuck Engelken, Bill Bentley Rick Helton, 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 Philip Dunn, Lighthouse Baptist Church, and pledges were led by Councilperson Mandi Williams.

3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**  
a. 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.*)

Joseph Thomas of American Legion Post 319 presented the Council with information on establishing a Community-Based Outreach Clinic (CBOC) in La Porte and requested they ask for support from legislators. He also invited all to the Post's first responder recognition dinner on November 5.

5. **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 minutes of the regular meeting of the City Council held on September 12, 2022. [Louis R. Rigby, Mayor]
- b. Cancel the La Porte City Council meetings set for November 28, 2022, and December 26, 2022. [Louis R. Rigby, Mayor]
- c. Adopt Resolution 2022-15, authorizing approval of bid by BP Coastal Builders & Developers, LLC for the purchase of tax resale property described as Lot 1, Block 87, of Bayfront to La Porte, City of La Porte, Harris County, Texas. [Shelley Wolny, Assistant Finance Director]
- d. Authorize city administrative staff to proceed with negotiations and preparation of a proposed lease agreement with La Jet Porte, LLC for provision of aeronautical services at the La Porte Municipal Airport, for a lease term not to exceed thirty (30) years. [Ray Mayo, Director of Public Works]



- e. Adopt Resolution 2022-21, authorizing the City Manager to sign the STEP Comprehensive grant award and other documents for the TXDOT STEP Comprehensive Grant Award. [Steve Deardorff, Chief of Police]
- f. Adopt Resolution 2022-20 authorizing the City Manager to sign the TXDOT S.T.E.P. grant award and other documents for the TXDOT Commercial Motor Vehicle STEP grant. [Steve Deardorff, Chief of Police]

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

#### 6. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- a. The City Council will hold a public hearing to receive comments regarding the recommendation of the Planning and Zoning Commission against adoption of Ordinance 2022-3898 amending the Code of Ordinances of the City of La Porte, Texas, Chapter 106 "Zoning" by granting Special Conditional Use Permit #22-91000005, to allow for a Motel Development on a 0.877-acre tract of land located at 914 S. Hwy 146 and legally described as Reserve A, Block 1, Kishan at La Porte in the General Commercial (GC) zoning district; followed by discussion, and possible action to consider adoption of Ordinance 2022-3898 amending the Code of Ordinances of the City of La Porte, Texas, Chapter 106 "Zoning" by granting Special Conditional Use Permit #22-91000005, to allow for a Motel Development on a 0.877-acre tract of land located at 914 S. Hwy 146 and legally described as Reserve A, Block 1, Kishan at La Porte in the General Commercial (GC) zoning district. [Teresa Evans, Planning & Development Director]

Councilperson Helton signed a conflict of interest affidavit and did not participate in the discussion or vote. Mayor Rigby opened the public hearing at 6:15 p.m. There were no comments. Mayor Rigby closed the public hearing at 6:20 p.m. Councilperson Martin moved to deny adoption of Ordinance 2022-3898, the motion was seconded by Mayor Pro Tem Engelken; the motion was adopted, 8-0.

#### 7. STATUTORY AGENDA

- a. Presentation, discussion, and possible action to adopt Ordinance 2022-3897, setting the City of La Porte, Texas' ad valorem tax rate and levying taxes on taxable property located in the City of La Porte, Texas, for the 2022-23 Fiscal Year. [Michael Dolby, Finance Director]

Mayor Pro Tem Engelken moved to adopt Ordinance 2022-3897, setting the City of La Porte, Texas' ad valorem tax rate and levying taxes on taxable property located in the City of La Porte, Texas, for the 2022-23 Fiscal Year; the motion was seconded by Councilperson Bentley; the motion was adopted, 8-1, Councilperson Williams voting against.

#### 8. REPORTS

- a. Receive report on the La Porte Development Corporation Board of Directors meeting. [Mayor Pro Tem Engelken]

Mayor Pro Tem Engelken reported the Board met and approved three items along Main Street, a grant for Revak which will come to Council on October 10, and two enhancement grants. He added that the Board had re-elected President Warren and Vice President Ojeda for the coming year and set the next meeting for October 24.

#### 9. ADMINISTRATIVE REPORTS

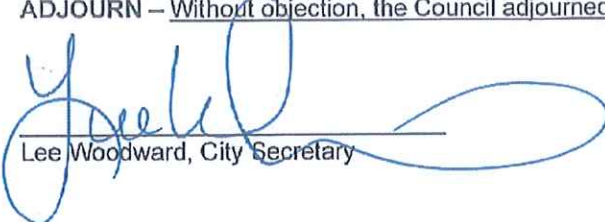
- Planning and Zoning Commission, October 13

The City Manager thanked the staff for their diligence and thanked the Council for their work on the budget.

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.

Councilpersons congratulated the service award recipients; thanked Mr. Thomas for speaking and asked whether the older Legion building could be considered for a CBOC. The Mayor thanked the Mayor Pro Tem for presiding at the last meeting and thanked all who had offered their thoughts and prayers for his recovery.

ADJOURN – Without objection, the Council adjourned at 6:33 p.m.

  
\_\_\_\_\_  
Lee Woodward, City Secretary







## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 14, 2023

Requested By: Carl Holley, Fire Chief

Department: Fire Suppression

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** ESD FY 2023-24 Budget & Presentation

### Appropriation

Source of Funds: 034 – ESD Fund

Account Number: 034 Various

Amount Budgeted: N/A

Amount Requested: \$1,890,298

Budgeted Item: ☒ Yes ☐ No

## SUMMARY & RECOMMENDATION

The continuation of the Fire Control, Prevention, and Emergency Medical Services District, also known as the Emergency Services District (ESD) was passed after a citywide vote at the May 2016 election. The mission for the District is to provide the community with the most efficient and progressive Fire Prevention, Suppression, and Emergency Medical Services possible in an effective and responsible manner. This mission is accomplished by providing the best possible training, updated equipment, and protocols for the personnel that respond. The La Porte ESD incorporates strategies to help the Fire and Emergency Medical Services Departments accomplish its mission.

The ESD Board has established a budget, held a public hearing, and approved the budget during the July 12, 2023 meeting. The next step in the process is for the budget approved by the Board be presented to the La Porte City Council in a public hearing format. In accordance with state law, the City Council will then be required to approve or decline to approve the budget as presented. The City Council cannot amend the Board's budget.

The budget exhibit that is attached is the final budget that was approved by the ESD Board.

## STRATEGIC PLAN STRATEGY AND GOAL

**2.0 Communication** – 2.2 Establish a more robust program to get the facts to the public.

**5.0 Organizational Excellence** – The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

**ACTION REQUIRED BY CITY COUNCIL**

**The City Council will hold a public hearing to receive comments on the proposed budget of the La Porte Fire Control, Prevention, and Emergency Medical Service District for FY 2023-2024, as approved by the Board of Directors of the La Porte Fire Control, Prevention, and Emergency Services District at its meeting held on July 12, 2023; followed by discussion and possible action to approve or deny the FY2023-2024 proposed budget of the La Porte Fire Control, Prevention, and Emergency Services District.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**City of La Porte**  
**Emergency Services District Fund (034) Summary**

<b><i>Beginning Fund Balance 9/30/22</i></b>	<b>\$ 2,846,632</b>
Plus Estimated 22-23 Revenues	1,835,673
Less Estimated 22-23 Expenditures	<u>1,625,854</u>
<b><i>Estimated Fund Balance 9/30/23</i></b>	<b>3,056,451</b>
<b>Plus 23-24 Revenues:</b>	
Sales Tax	1,687,500
Interest Income	<u>78,072</u>
Total Revenues	<u>1,765,572</u>
<b><i>Equals Total Resources</i></b>	<b>4,822,023</b>
<b>Less 23-24 Expenditures:</b>	
Fire Prevention	45,251
Fire Suppression	1,890,298
Emergency Medical Services	<u>749,731</u>
Total Expenditures	<u>2,685,280</u>
<b><i>Ending Fund Balance 9/30/24</i></b>	<b>\$ 2,136,743</b>

	Estimated 2022-23	Projected 2023-24
Revenues	\$ 1,835,673	\$ 1,765,572
Expenditures	<u>1,625,854</u>	<u>2,685,280</u>
Revenues over Expenditures	\$ 209,819	\$ (919,709)

City of La Porte  
Emergency Services District Sales Tax Fund (034)  
Statement of Revenues

Object	Description	Actual 2021-22	Budget 2022-23	Revised 2022-23	Projected 2023-24
Charges for Services:					
403.04-00	1/4 Cent Sales Tax	\$ 1,885,055	\$ 1,625,000	\$ 1,750,000	\$ 1,687,500
	Charges for Services Subtotal	<u>1,885,055</u>	<u>1,625,000</u>	<u>1,750,000</u>	<u>1,687,500</u>
Interest:					
483.01-00	Interest Income	1,271	2,500	85,673	78,072
	Interest Subtotal	<u>1,271</u>	<u>2,500</u>	<u>85,673</u>	<u>78,072</u>
Total Emergency Services District Sales Tax Revenue:		\$ 1,886,326	\$ 1,627,500	\$ 1,835,673	\$ 1,765,572

## Emergency Services District Fund

Fiscal Year 2023-24

### Emergency Services District - 1/4 Cent Sales Tax Expenditure Summary

	Actual 2020-21	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Requested 2023-24	Percent Change
Personal Services	\$ 127,207	\$ 134,385	\$ 169,109	\$ 112,278	\$ 183,352	8.42%
Supplies	200,618	207,936	330,279	282,257	520,010	57.45%
Services & Charges	929,850	918,761	1,090,010	1,082,926	1,807,918	65.86%
Capital Outlay	69,097	53,016	148,393	148,393	174,000	17.26%
<b>Division Total</b>	<b>\$ 1,326,771</b>	<b>\$ 1,314,098</b>	<b>\$ 1,737,791</b>	<b>\$ 1,625,854</b>	<b>\$ 2,685,280</b>	<b>54.52%</b>

### Personnel Position Roster

	Approved 2021-22	Approved 2022-23	Requested 2023-24
Fire Engineer II	1	1	1
<b>Total</b>	<b>1</b>	<b>1</b>	<b>1</b>

City of La Porte, Texas  
Fire Prevention - ESD  
Detail of Expenditures

034-5050-522

	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Requested 2023-24
<b>Supplies:</b>				
2003 Protective Clothing	\$ 1,995	\$ 4,000	\$ 1,200	\$ 2,000
2004 Gas and Oil	146	-	-	-
2008 Educational	-	15,000	14,093	-
<b>Supplies Subtotal</b>	<b>2,141</b>	<b>19,000</b>	<b>15,293</b>	<b>2,000</b>
<b>Services &amp; Charges:</b>				
3020 Training/Seminars	3,434	9,000	4,000	6,000
4020 Motor Pool: Lease Fees	15,036	18,062	18,062	25,251
4055 Computer Software	10,140	10,140	10,140	12,000
<b>Services &amp; Charges Subtotal</b>	<b>28,609</b>	<b>37,202</b>	<b>32,202</b>	<b>43,251</b>
<b>Division Total</b>	<b>\$ 30,750</b>	<b>\$ 56,202</b>	<b>\$ 47,495</b>	<b>\$ 45,251</b>

City of La Porte, Texas  
Fire Suppression - ESD  
Detail of Expenditures

034-5051-522

	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Requested 2023-24
<b>Personal Services:</b>				
1010 Regular Earnings	\$ 64,045	\$ 88,291	\$ 65,000	\$ 96,000
1013 Automatic Overtime	-	-	\$ 1,850	\$ 1,850
1020 Overtime	31,470	36,055	10,500	35,000
1030 Certification	3,028	3,000	3,000	3,000
1035 Longevity	276	324	324	412
1044 Cleaning Allowance	241	241	241	241
1060 FICA	7,198	9,334	6,190	10,442
1065 Retirement	16,127	19,863	13,173	24,407
1080 Insurance - Medical	12,000	12,000	12,000	12,000
<b>Personal Services Subtotal</b>	<b>134,385</b>	<b>169,109</b>	<b>112,278</b>	<b>183,352</b>
<b>Supplies:</b>				
2003 Protective Clothing	31,703	92,384	88,000	352,875
2007 Chemical	1,930	4,500	4,500	4,500
2009 Medical	6,177	7,000	7,000	7,750
2019 Training Field Supplies	20,810	26,000	18,000	27,860
2090 Machinery/Tools/Equipment	91,887	60,000	44,000	28,000
<b>Supplies Subtotal</b>	<b>152,576</b>	<b>189,884</b>	<b>161,500</b>	<b>420,985</b>
<b>Services &amp; Charges:</b>				
3001 Members & Subscriptions	-	-	-	-
3020 Training/Seminars	21,335	25,000	25,000	34,000
4002 Machinery/Tools/Equipment	28,852	83,140	83,140	78,000
4020 Motor Pool Lease Fees	519,073	561,195	561,195	997,711
4055 Computer Software	12,086	33,084	31,000	36,000
5001 Accounting	5,313	5,000	5,000	6,000
5007 Other Professional Services	-	-	-	108,500
9997 Request for Special Programs	-	7,400	7,400	1,750
<b>Services &amp; Charges Subtotal</b>	<b>586,660</b>	<b>714,819</b>	<b>712,735</b>	<b>1,261,961</b>
<b>Capital Outlay:</b>				
8021 Mach / Tools & Equipment	-	30,793	30,793	24,000
<b>Capital Outlay Subtotal</b>	<b>-</b>	<b>30,793</b>	<b>30,793</b>	<b>24,000</b>
<b>Division Total</b>	<b>\$ 873,620</b>	<b>\$ 1,104,605</b>	<b>\$ 1,017,306</b>	<b>\$ 1,890,298</b>

City of La Porte, Texas  
Emergency Medical Services - ESD  
Detail of Expenditures

034-5059-522

		Actual		Budget		Estimated		Requested
		2021-22		2022-23		2022-23		2023-24
<b>Supplies:</b>								
2003	Protective Clothing	\$ 22,639	\$	25,000	\$	24,999	\$	27,500
2008	Educational	150		-		-		-
2090	Machinery/Tools/Equipment	25,975		88,930		73,000		68,025
2091	Office Furniture/Equipment	-		7,465		7,465		1,500
2093	Computer Equipment	4,455		-		-		-
<b>Supplies Subtotal</b>		<b>53,219</b>		<b>121,395</b>		<b>105,464</b>		<b>97,025</b>
<b>Services &amp; Charges:</b>								
3001	Members & Subscriptions	180		-		-		-
3020	Training/Seminars	16,335		23,100		23,100		38,099
4002	Machinery/Tools/Equipment	37,218		38,500		38,500		40,000
4003	Radios	-		16,000		16,000		15,784
4020	Motor Pool: Lease Fees	249,759		260,389		260,389		373,823
4060	Technology Lease Fees	-		-		-		35,000
<b>Services &amp; Charges Subtotal</b>		<b>303,492</b>		<b>337,989</b>		<b>337,989</b>		<b>502,706</b>
<b>Capital Outlay:</b>								
8021	Mach/Tools & Equip	-		17,600		17,600		150,000
8050	Motor Vehicles	53,016		100,000		100,000		-
<b>Capital Outlay Subtotal</b>		<b>53,016</b>		<b>117,600</b>		<b>117,600</b>		<b>150,000</b>
<b>Division Total</b>		<b>\$ 409,727</b>	<b>\$</b>	<b>576,984</b>	<b>\$</b>	<b>561,053</b>	<b>\$</b>	<b>749,731</b>



# EMERGENCY SERVICES DISTRICT

CARL HOLLEY, FIRE CHIEF

LISA CAMP, EMS CHIEF

GENERAL FUND - PAGES 7-19 TO 7-24



# ESD BOARD BUDGET



- Emergency Services District Board held a public hearing and approved this budget on July 12, 2023.
- Fire Prevention – no significant changes
- Fire Suppression has included approximately \$370,000 for the LPFD Cancer Initiative and has added \$436,000 in Motor Pool Lease Fees
- EMS - \$150,000 budgeted for cardiac monitors and \$100,000 to pre-fund a 4<sup>th</sup> ambulance

	2022-2023
FMO	\$ 56,202
Fire	1,104,605
EMS	576,984
Total	<u>\$ 1,737,791</u>

	2023-2024
FMO	\$ 45,251
Fire	1,890,298
EMS	749,731
Total	<u>\$ 2,685,280</u>



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 14, 2023  
Requested By: Corby Alexander, City Manager  
Department: Administration/CMO  
☐ Report   ☐ Resolution   ☒ Ordinance

**Exhibits:** Ordinance 2023-3943

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 checked="" type="radio"/> Yes <input type="radio"/> No

### SUMMARY & RECOMMENDATION

The City Council has certain responsibilities for redistricting under federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution; Section 2 of the Voting Rights Act, 52 U.S.C.A. §10301; City Charter Article II, Sec. 2.01(b); and Tex. Gov't Code Ann. §§ 2058.001 and 2058.002. A review of the 2020 census data reveals that a population imbalance exists among the City's single-member council districts, requiring redistricting of those districts. It is the intent of the City to comply with the Voting Rights Act and with all other relevant law. In order to accomplish this, City Council established a set of redistricting criteria that served as a framework to guide the formulation and consideration of a districting plan. Redistricting criteria provided the Re-districting Advisory Committee a means by which to evaluate proposed plans, and to make a recommendation to the City that to complies with all applicable federal and state laws, and provide for the orderly consideration and evaluation of redistricting plans which may come before the Council.

On April 24, 2023, City Council adopted Ordinance 2023-3926 determining the population of the City of La Porte, Texas, and of each of the six (6) single-member council districts, as established by the 2020 U. S. Census and finding that the distribution of population among City Council single-member districts is materially unbalanced.

On April 24, 2023, City Council adopted Resolution 2023-02 outlining the redistricting plan for single-member council districts, criteria to be use when establishing new single-member council district boundaries, and guidelines for submitting a proposed redistricting plan for consideration.

On April 24, 2023, City Council approved appointments to a Re-districting Advisory Committee.

On June 6, 2023, the Redistricting Advisory Committee met and received a presentation from Bob Heath, Bickerstaff Heath Delgado Acosta, LLP, which included a draft proposed single-member council district map along with charts showing the distribution of population in the proposed single-member council districts to be materially balanced. The Committee participated in discussions and gave Mr. Heath and Staff instructions to bring back a new proposed single-member council district map based on their discussions.

On June 28, 2023, the Redistricting Advisory Committee met again and received a presentation from Bob Heath which included an updated draft proposed single-member council district map along with updated charts showing the distribution of population in the proposed single-member council districts to be materially balanced. The Committee agreed with the presentation and passed a motion to recommend the proposed single-member redistricting plan, along with all supporting documents to City Council.

On July 24, 2023, this item was presented to City Council. Council remanded the proposal back to the Redistricting Advisory Committee to amend the proposal by moving the remaining large lot zoned properties from District 4 to District 1.

On July 31, 2023, the Redistricting Advisory Committee met again and received a presentation from Bob Heath which included an updated draft proposed single-member council district map along with updated charts showing the distribution of population in the proposed single-member council districts to be materially balanced. The Committee agreed with the presentation and passed a motion to recommend the proposed single-member redistricting plan, along with all supporting documents to City Council.

---

## **STRATEGIC PLAN STRATEGY AND GOAL**

**1.0 Governance - The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.**

**1.2 Improve Voter turnout and transparency.**

Adopting this plan will bring the single-member council districts into material balance.

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**ACTION REQUIRED BY THE CITY COUNCIL**

**The City Council will hold a public hearing to receive comments on the City of La Porte, Texas, Redistricting Advisory Committee's recommendation of a plan for the redistricting of the City's single-member Council districts and establishment of new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data; followed by discussion and possible action to adopt Ordinance 2023-3943 adopting a plan for the redistricting of the City's single-member Council districts and establishing new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**ORDINANCE NO. 2023-3943**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF LA PORTE, TEXAS, APPROVING A PLAN FOR THE REDISTRICTING OF THE CITY'S SINGLE-MEMBER COUNCIL DISTRICTS AND ESTABLISHING NEW SINGLE-MEMBER COUNCIL DISTRICT BOUNDARY LINES FOR LA PORTE CITY COUNCIL ELECTIONS BASED ON 2020 CENSUS DATA; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the results of the 2020 federal Census have been considered and indicate that the City of La Porte's single-member council districts are sufficiently out of population balance to require redistricting in order to comply with the "one-person, one-vote" (equal population) principle established by the U.S. Constitution, as well as directives contained in the La Porte City Charter requiring redistricting when the distribution of population among the various city council districts become "materially unbalanced"; and

**WHEREAS**, on April 10, 2023, the City Council adopted redistricting criteria to assist the City and the public in developing redistricting plans which comply with applicable federal and state laws, and the adopted redistricting criteria were applied in the development of the City's new redistricting plan; and

**WHEREAS**, on April 10, 2023, the City Council also adopted redistricting guidelines regarding the submission of comments and proposed plans by the public, to ensure the ability of the City to timely receive and adequately consider them; and

**WHEREAS**, on April 24, 2023, the City Council appointed a citizens' committee known as the City of La Porte, Texas, Redistricting Advisory Committee and charged it with analyzing potential redistricting plans and to recommend a proposed plan to the City Council; and

**WHEREAS**, the City of La Porte, Texas, Redistricting Advisory Committee met on June 6, 2023, and June 28, 2023, and at the June 28, 2023, meeting approved a plan to recommend to the City Council for adoption; and

**WHEREAS**, during the redistricting process the City provided notice to the public of its proposed discussions by the City of La Porte, Texas, Redistricting Advisory Committee and the City Council and the development of a redistricting plan through meeting agendas posted in compliance with the Texas Open Meetings Act, and notices on the City's website; and

**WHEREAS**, the City Council has considered the proposed redistricting plan at a public hearing held on July 24, 2023, and has considered oral testimony, written comments, reports from the City of La Porte, Texas, Redistricting Advisory Committee and the City's redistricting consultant; and

**WHEREAS**, the City Council finds that the city council district redistricting plan attached to this ordinance is in the best interest of the citizens of the City, complies with the adopted redistricting criteria, and is believed to comply with all state and federal requirements;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY**

**OF LA PORTE, TEXAS:**

**Section 1.** That the facts and recitations set forth in the preamble of this ordinance are true and correct.

**Section 2.** That the existing single-member council district boundary lines for the City of La Porte are hereby amended, and the new districting plan depicted on the map attached hereto as **Exhibit A**, defining new districts, as such new districts are further described in the tables attached hereto as **Exhibit B** reporting populations and demographic statistics for each such new district, is hereby adopted and designated to define the City's six (6) single-member council districts from and after the Effective Date of this ordinance; that **Exhibits A and B** are incorporated by reference in and made a part of this ORDINANCE, and shall be kept on file in the City Secretary's Office.

**Section 3.** That this ORDINANCE shall take effect and be given effect immediately and first used for the election of District 2 and 3 council members in May 2024, first used for the election of District 4 and 5 council members in May, 2025, and first used for the election of District 1 and 6 council members in May 2026. All La Porte City Council elections shall be held under and in accordance with the new single-member council district districting plan here adopted by the City Council until such time as a subsequent lawfully enacted districting plan shall be adopted to replace this plan.

**Section 4.** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**PASSED AND APPROVED** by the City Council of the City of La Porte, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF LA PORTE, TEXAS**

\_\_\_\_\_  
MAYOR

**ATTEST:**

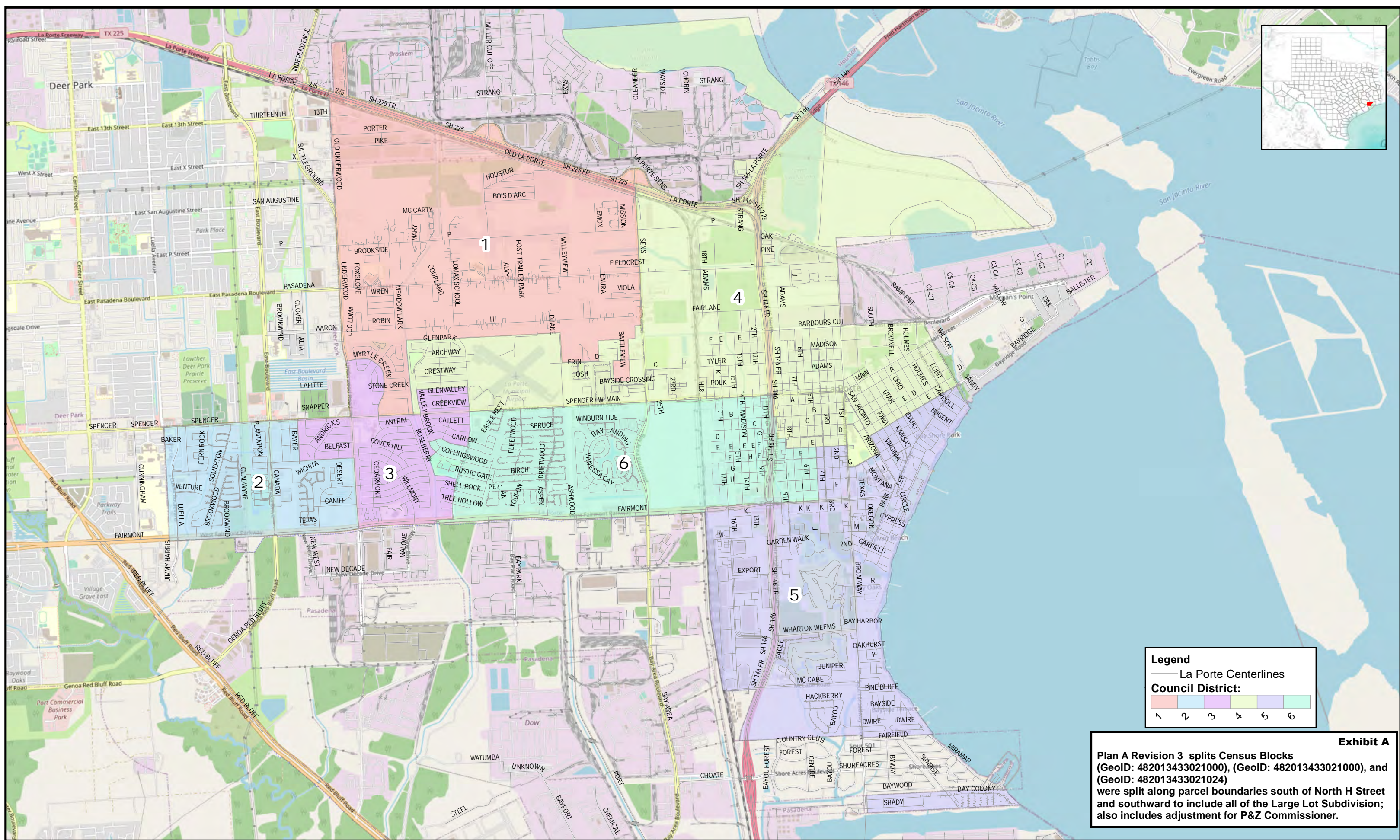
\_\_\_\_\_  
CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

# **Exhibit A**





**Legend**

La Porte Centerlines

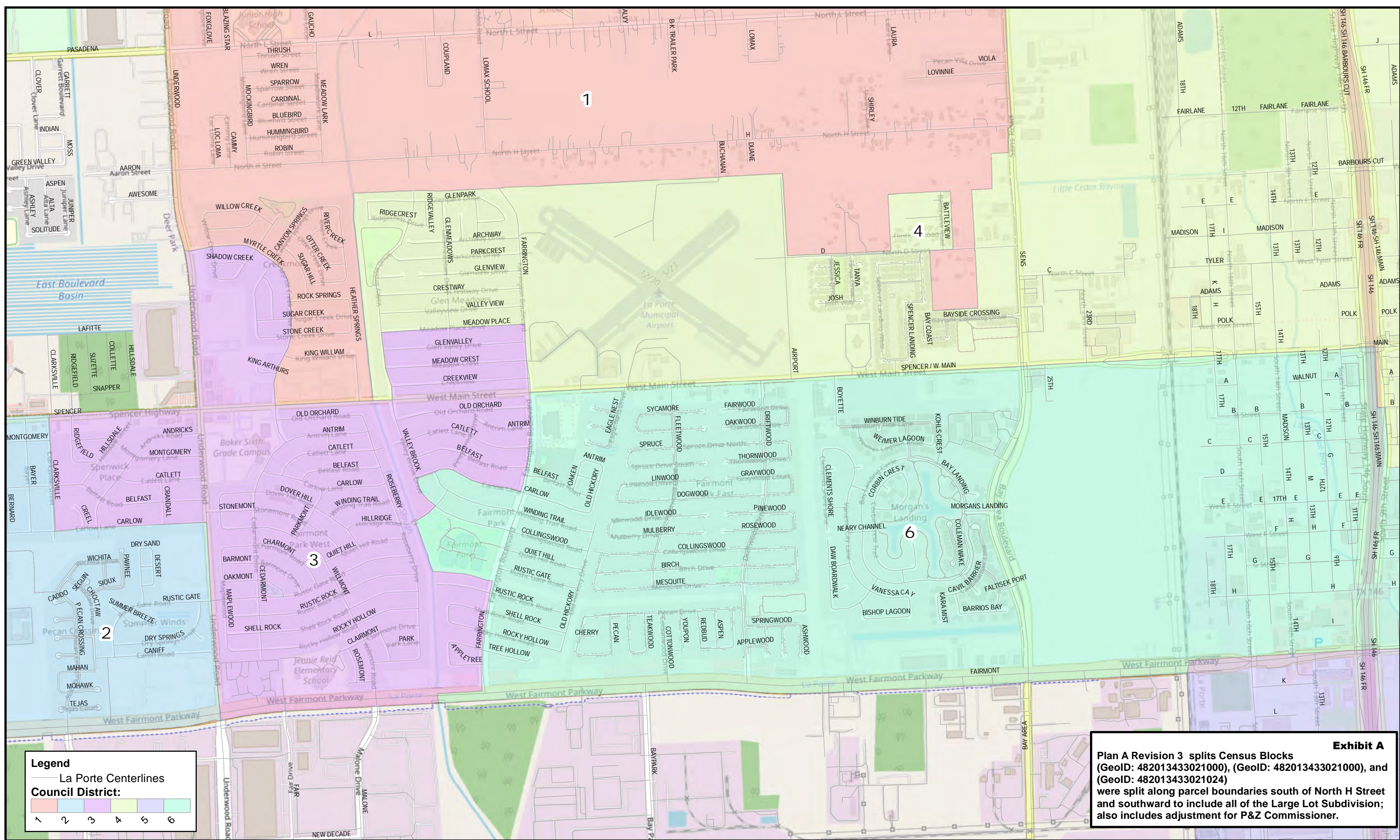
**Council District:**

1 2 3 4 5 6

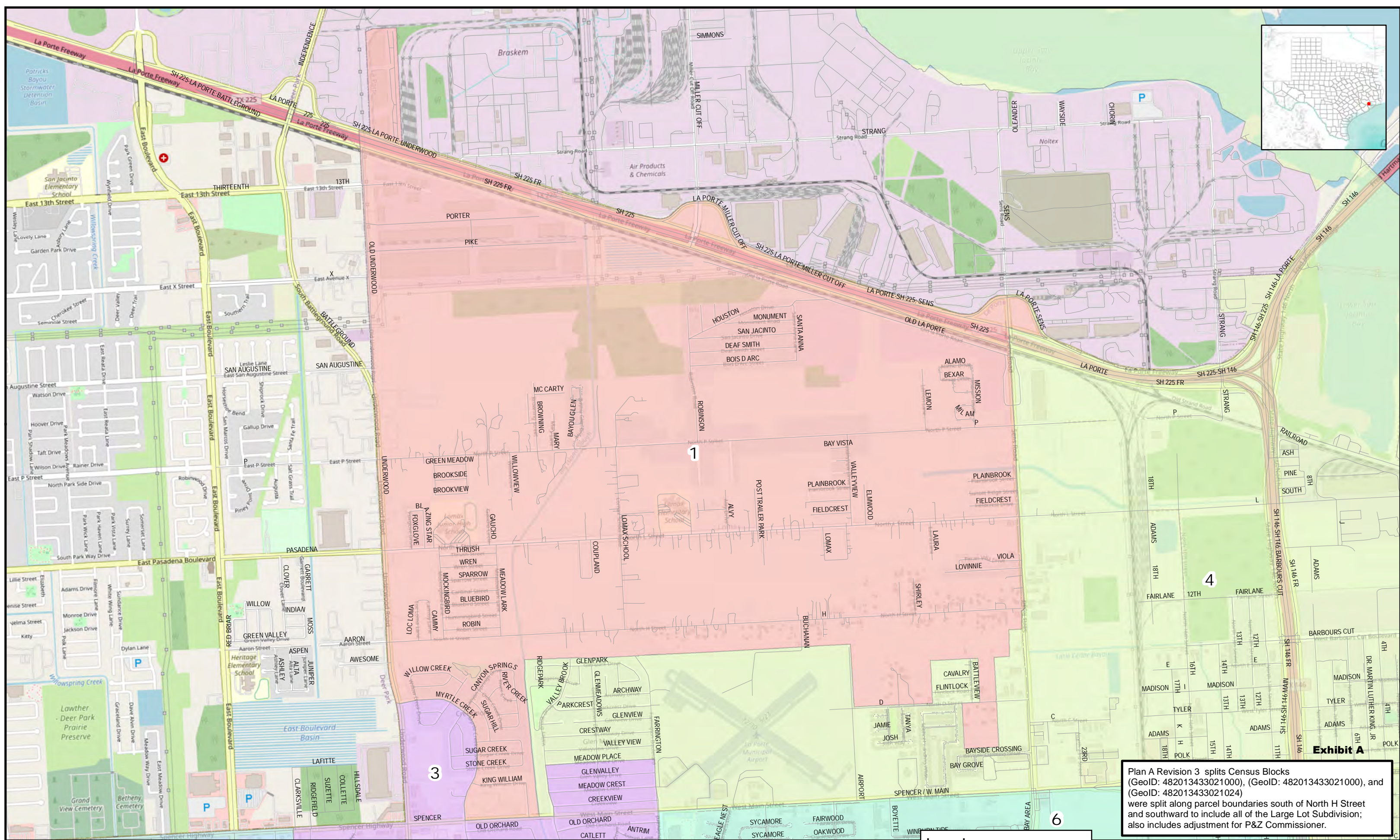
**Exhibit A**

**Plan A Revision 3 splits Census Blocks**  
(GeoID: 482013433021000), (GeoID: 482013433021000), and  
(GeoID: 482013433021024)  
were split along parcel boundaries south of North H Street  
and southward to include all of the Large Lot Subdivision;  
also includes adjustment for P&Z Commissioner.









Plan A Revision 3 splits Census Blocks (GeoID: 482013433021000), (GeoID: 482013433021000), and (GeoID: 482013433021024) were split along parcel boundaries south of North H Street and southward to include all of the Large Lot Subdivision; also includes adjustment for P&Z Commissioner.



0 0.225 0.45 0.9 Miles

Created Date: 8/1/2023  
Background Image: ESRI Open Street Map

# City of La Porte Council Districts Plan A Revision 3 (Adopted August 14, 2023) Council District 1

**Legend**

— La Porte Centerlines

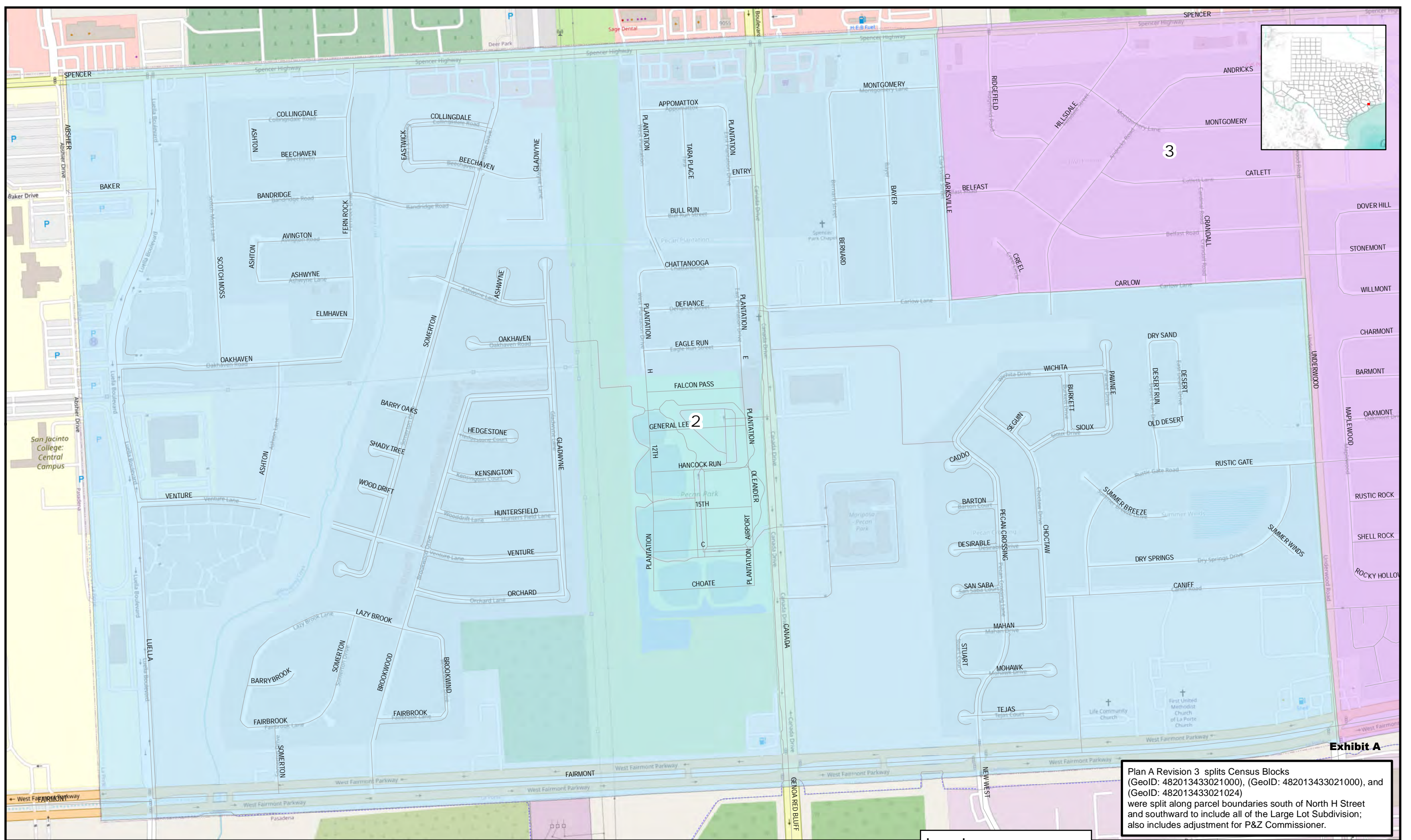
**Council District:**

1	2	3	4	5	6
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© 2023 Bickerstaff Heath Delgado Acosta LLP  
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau

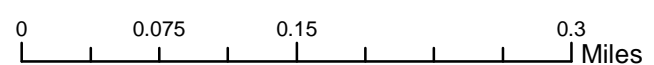






**Exhibit A**

Plan A Revision 3 splits Census Blocks (GeoID: 482013433021000), (GeoID: 482013433021000), and (GeoID: 482013433021024) were split along parcel boundaries south of North H Street and southward to include all of the Large Lot Subdivision; also includes adjustment for P&Z Commissioner.



Created Date: 8/1/2023  
Background Image: ESRI Open Street Map

# City of La Porte Council Districts

## Plan A Revision 3 (Adopted August 14, 2023)

### Council District 2

**Legend**

— La Porte Centerlines

**Council District:**

1	2	3	4	5	6
---	---	---	---	---	---

© 2023 Bickerstaff Heath Delgado Acosta LLP  
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau







**Exhibit A**

Plan A Revision 3 splits Census Blocks (GeoID: 482013433021000), (GeoID: 482013433021000), and (GeoID: 482013433021024) were split along parcel boundaries south of North H Street and southward to include all of the Large Lot Subdivision; also includes adjustment for P&Z Commissioner.



0 0.1 0.2 0.4 Miles

Created Date: 8/1/2023  
Background Image: ESRI Open Street Map

# City of La Porte Council Districts Plan A Revision 3 (Adopted August 14, 2023) Council District 3

**Legend**

— La Porte Centerlines

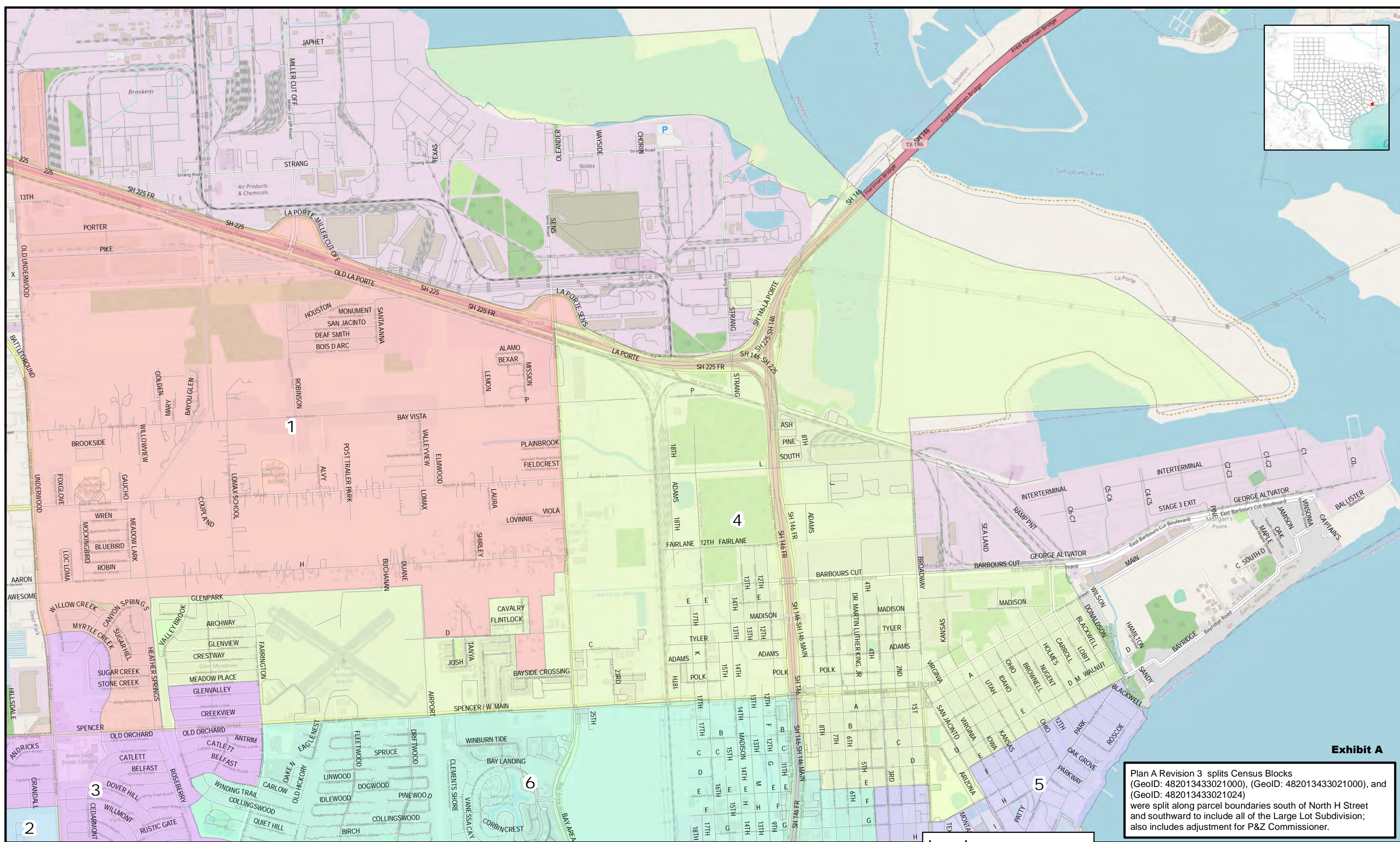
**Council District:**

1	2	3	4	5	6
---	---	---	---	---	---

© 2023 Bickerstaff Heath Delgado Acosta LLP  
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau

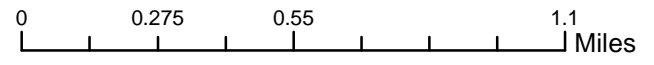






**Exhibit A**

Plan A Revision 3 splits Census Blocks (GeoID: 482013433021000), (GeoID: 482013433021000), and (GeoID: 482013433021024) were split along parcel boundaries south of North H Street and southward to include all of the Large Lot Subdivision; also includes adjustment for P&Z Commissioner.



Created Date: 8/1/2023  
Background Image: ESRI Open Street Map

# City of La Porte Council Districts

## Plan A Revision 3 (Adopted August 14, 2023)

### Council District 4

**Legend**

— La Porte Centerlines

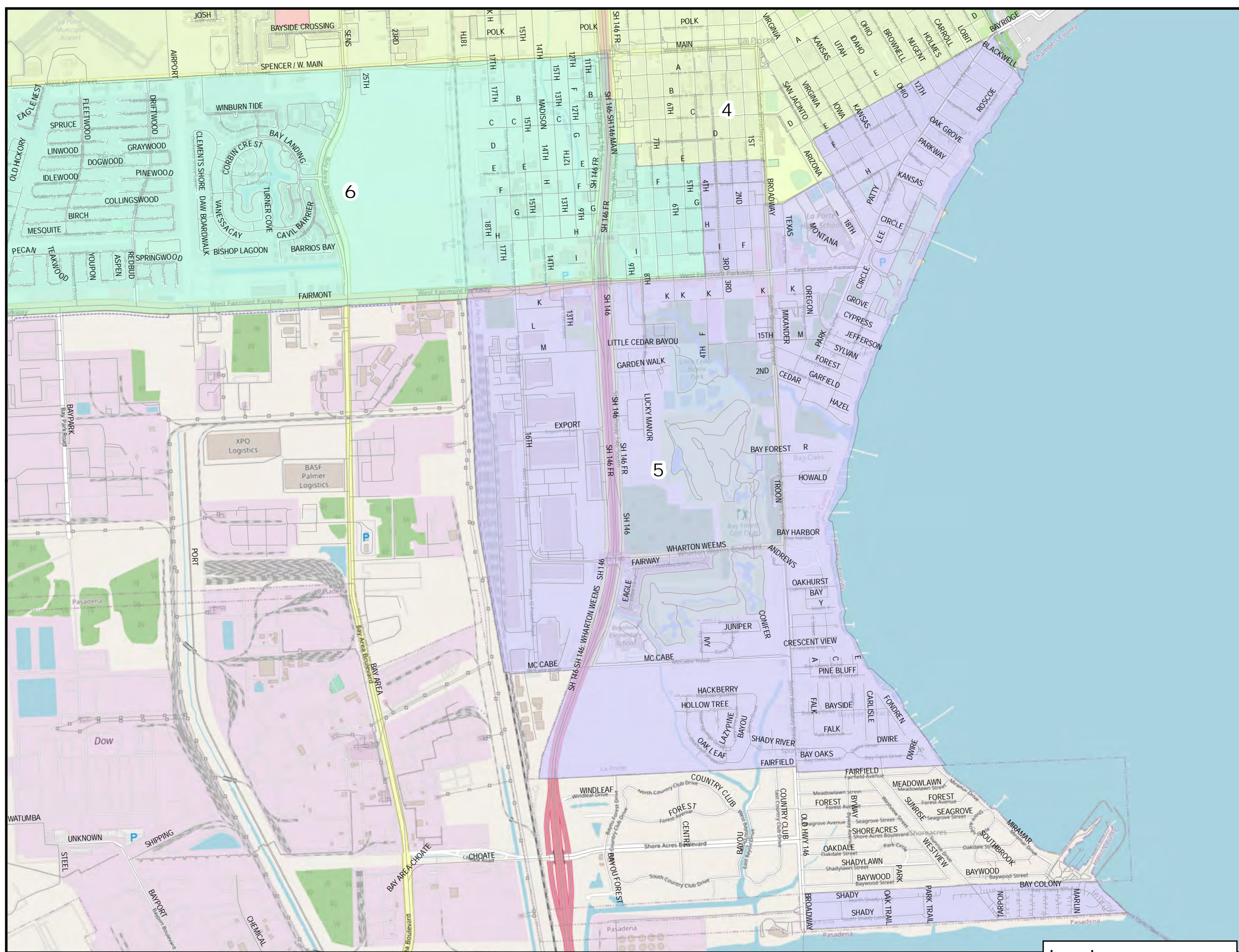
**Council District:**

1	2	3	4	5	6
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Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau







**Exhibit A**

Plan A Revision 3 splits Census Blocks (GeoID: 482013433021000), (GeoID: 482013433021000), and (GeoID: 482013433021024) were split along parcel boundaries south of North H Street and southward to include all of the Large Lot Subdivision; also includes adjustment for P&Z Commissioner.



0 0.25 0.5 1 Miles

Created Date: 8/1/2023  
Background Image: ESRI Open Street Map

# City of La Porte Council Districts Plan A Revision 3 (Adopted August 14, 2023) Council District 5

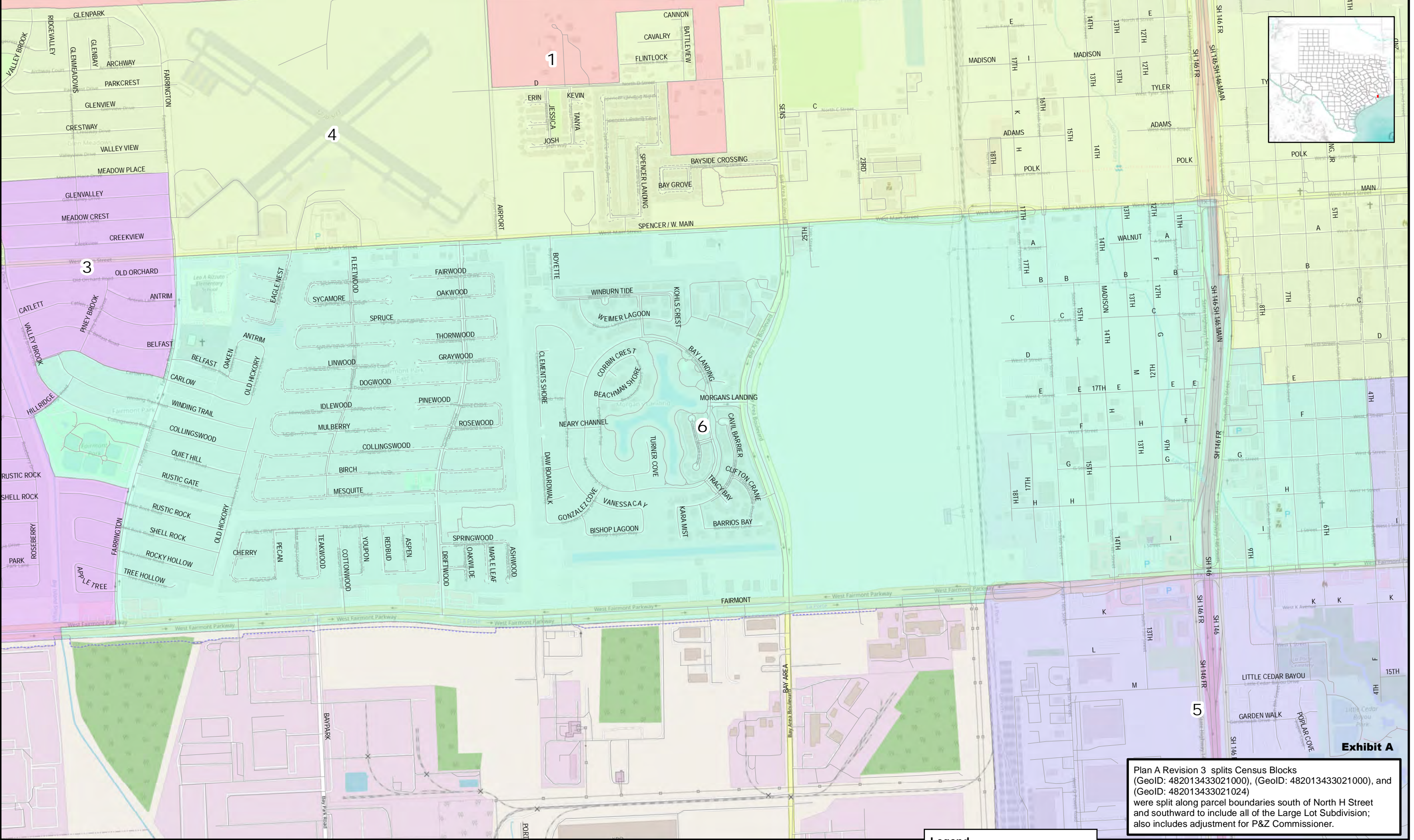
**Legend**

— La Porte Centerlines

**Council District:**

1	2	3	4	5	6
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**Exhibit A**

Plan A Revision 3 splits Census Blocks (GeoID: 482013433021000), (GeoID: 482013433021000), and (GeoID: 482013433021024) were split along parcel boundaries south of North H Street and southward to include all of the Large Lot Subdivision; also includes adjustment for P&Z Commissioner.



0 0.125 0.25 0.5 Miles

Created Date: 8/1/2023  
Background Image: ESRI Open Street Map

**City of La Porte Council Districts**  
**Plan A Revision 3 (Adopted August 14, 2023)**  
Council District 6

**Legend**

— La Porte Centerlines

**Council District:**

1	2	3	4	5	6
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© 2023 Bickerstaff Heath Delgado Acosta LLP  
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau





# **Exhibit B**

**City of La Porte**  
**Plan A Revision 3 (Adopted August 14, 2023)**  
**(Split Block Adjustment)\***  
**Total Population Chart**

District	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
<b>1</b>	<b>6,014</b>	<b>5,856</b>	<b>2.70%</b>					
<b>2</b>	5,733	5,856	-2.09%	43.14%	45.05%	6.28%	1.71%	3.82%
<b>3</b>	5,909	5,856	0.91%	34.83%	54.63%	4.72%	1.18%	4.64%
<b>4</b>	<b>5,729</b>	<b>5,856</b>	<b>-2.16%</b>					
<b>5</b>	5,853	5,856	-0.05%	29.11%	58.59%	6.34%	1.11%	4.92%
<b>6</b>	5,896	5,856	0.69%	38.13%	53.17%	4.41%	0.58%	3.71%

**TOTAL:** 35,134

**Ideal Size:** 35,134 / 6 = 5856

**Overall Deviation:** 4.86%

\*Census Blocks (GeoID: 482013433021000), (GeoID: 482013433021000), and (GeoID: 482013433021024) were split along parcel boundaries south of North H Street and southward to include all of the Large Lot Subdivision to add territory to District 1 from District 4. Address points for residential locations were summed for that area and then multiplied by 2.61 (persons per household from the 2020 Census calculated as: 35,124 persons/13,481 households) for a total of approximately 212 persons.

These 212 persons were added to District 1 as being representative of the territory moving from District 4 to District 1.

Additionally 212 persons were subtracted from District 4 as being representative of the territory being removed from District 4.

Upon splitting the Census geography, no further demographics other than total population can be reported for Districts 1 and 4.

2020 Census is reported for Districts 2, 3, 5, and 6. Estimated population is reported for Districts 1 and 4.

Includes: Adjustment for Large Lot Subdivision portion; P&Z Adjustment; Additional Large Lot Subdivision added to District 1.



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 14, 2023  
Requested By: Corby Alexander, City Manager  
Department: Administration/CMO  
☐ Report   ☐ Resolution   ☒ Ordinance

**Exhibits:** FY2023-24 Budget Workshop Presentation

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 checked="" type="radio"/> Yes <input type="radio"/> No

### SUMMARY & RECOMMENDATION

Staff will be presenting information regarding the proposed fiscal year 2023-2024 budget. This agenda item will begin on August 14<sup>th</sup> and continue throughout the rest of the week until completed. Staff has included the FY 2023-24 Budget Workshop presentation and the Proposed Budget book has been distributed to you prior to the meeting. Within the PowerPoint presentation, there are some expenditures noted in “red”. These represent items that have not been included or need to be removed from the budget and will need to be considered during the budget discussions.

Staff recommends City Council provide feedback to the proposed FY 2023-24 budget in preparation for the public hearings on the tax rate and budget.

### STRATEGIC PLAN STRATEGY AND GOAL

**1.0 Governance - The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.**

Budget presentation provides City Council with the opportunity to share the proposed FY 23/24 budget with the citizens of La Porte in order to gain feedback on funding requirements and priorities.

### ACTION REQUIRED BY THE CITY COUNCIL

**Receive information from staff regarding the proposed fiscal year 2023-2024 budget and take appropriate action.**

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**Approved for the City Council meeting agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

# CITY OF LA PORTE FY 2023-2024 BUDGET WORKSHOP

WEEK OF AUGUST 14, 2023



# BUDGET HIGHLIGHTS FOR FISCAL YEAR 2024



- No increase in property tax rate
- No utility fund rate increase
- Sales taxes to remain flat
- Meet & confer increases for civil service employees (\$326,500)
- Merit program reinstated for FY24 (\$750,000)
- No change to health insurance employee contributions
- Capital projects of approximately \$43.6 million (\$7 million for City Hall and \$24 million for Lomax Lift Station Consolidation)
- Vehicle replacement of \$2,675,313
- \$18.36 million transfer from the General Fund for CIP
- 13% decrease in Oil & Gas, 42% increase in Motor Pool Fees, 44% increase in Technology Lease Fees

# BUDGET HIGHLIGHTS FOR FISCAL YEAR 2024

## NEW POSITION REQUESTS



### Administration

- City Manager's Office - Grant Administrator \$110,362

### Public Works

- Public Works Administration - Assistant Public Works Director, CIP \$209,104
- Residential Solidwaste
  - 1 Equipment Operator II \$64,335
  - 2 Solidwaste Workers \$107,689
- Vehicle Maintenance - Assistant Parts Manager \$59,212

### Parks and Recreation

- Recreation - Recreation Center Specialist \$59,212
- Special Services - Senior Services Specialist \$77,263

### Planning and Development

- Inspections - Community Service Inspector, S.C.U.P. and Zoning \$74,380

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Total	\$761,558
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Costs include benefits, insurance, supplies, services, and charges associated with the position.

# CHANGES SINCE PROPOSED BUDGET



- \$790,000 for a 3% Cost of Living Adjustment
- Community Service Inspector, S.C.U.P. and Zoning added to Inspections
- Added \$2,112 for computer equipment
- Added \$1,391 for Commercial Solidwaste - 5% increase in Other Professional Services
- Asst. Public Works Director, CIP – Added \$50,000 for position Supplies, Services & Charges



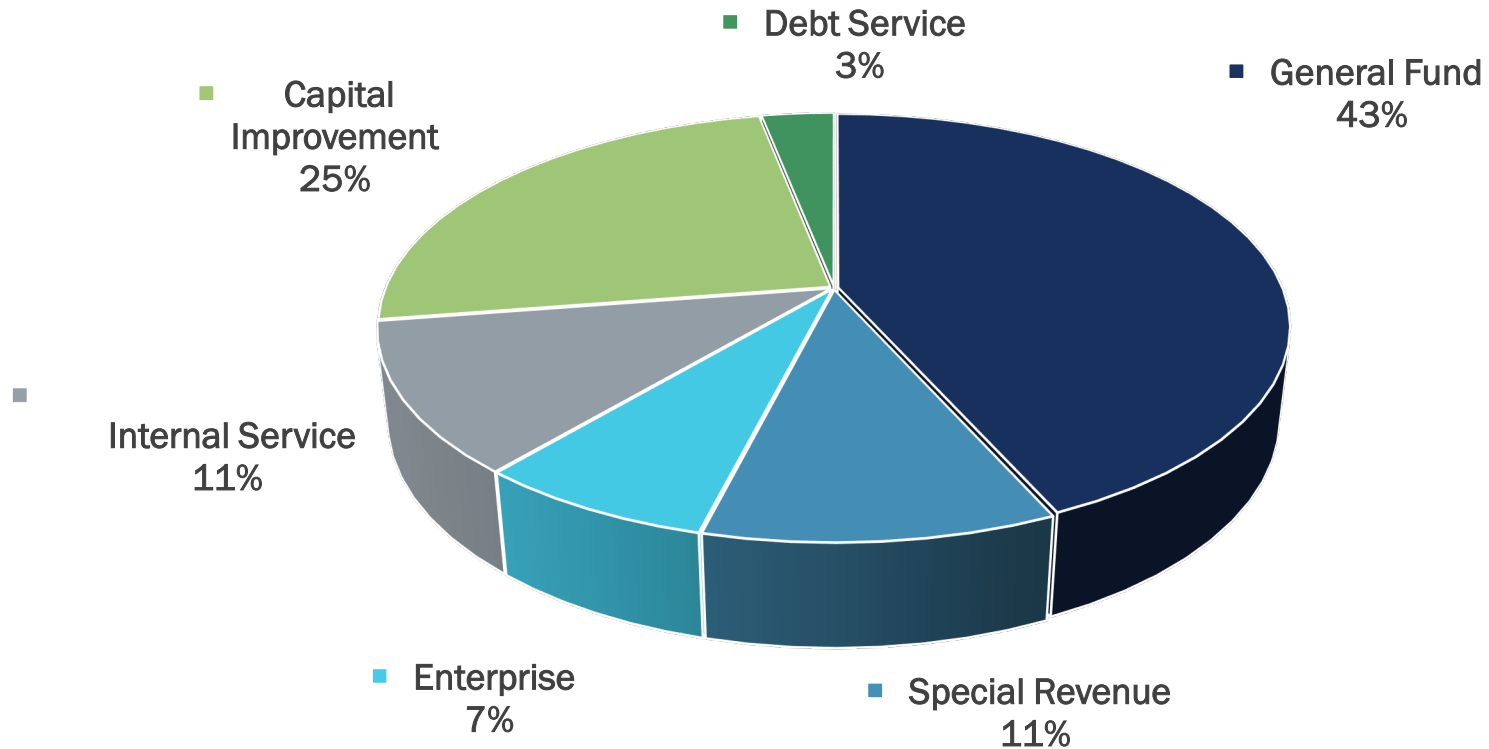
# Revenues - All Funds (in millions)

Description	Actual 2021-22	Budget 2022-23	Revised 2022-23	Projected 2023-24	Percent Change
General Property Taxes	\$ 29.08	\$ 36.11	\$ 38.90	\$ 38.90	7.73%
Franchise Fees	3.25	3.25	3.23	3.16	-2.76%
Sales Taxes	15.13	13.00	14.00	13.50	3.85%
Industrial Payments	19.70	18.00	22.00	19.20	6.67%
Other Taxes	0.83	0.71	0.60	0.60	-15.49%
License & Permits	0.61	0.67	0.72	0.61	-8.95%
Fines & Forfeits	2.01	1.81	1.69	1.64	-9.21%
Charges for Services	12.58	11.73	11.76	13.30	13.39%
Parks & Recreation	0.34	0.31	0.33	0.32	3.77%
Recreation & Fitness Center	0.19	0.18	0.18	0.18	-2.54%
Employee Health Service	6.22	6.30	6.27	5.99	-4.91%
Water Revenue	6.79	7.10	6.65	7.11	0.23%
Wastewater Revenue	3.75	3.53	3.53	3.56	0.91%
* Intergovernmental	0.63	4.32	27.19	14.34	232.28%
Miscellaneous	0.35	0.20	0.53	0.20	0.00%
Operating Transfers	13.40	31.20	31.21	28.19	-9.64%
Other Financing Sources	0.13	0.13	0.13	0.12	-0.17%
Interest	0.27	0.39	5.23	3.07	689.55%
Grand Total All Revenue	\$ 115.26	\$ 138.92	\$ 174.14	\$ 153.99	10.85%

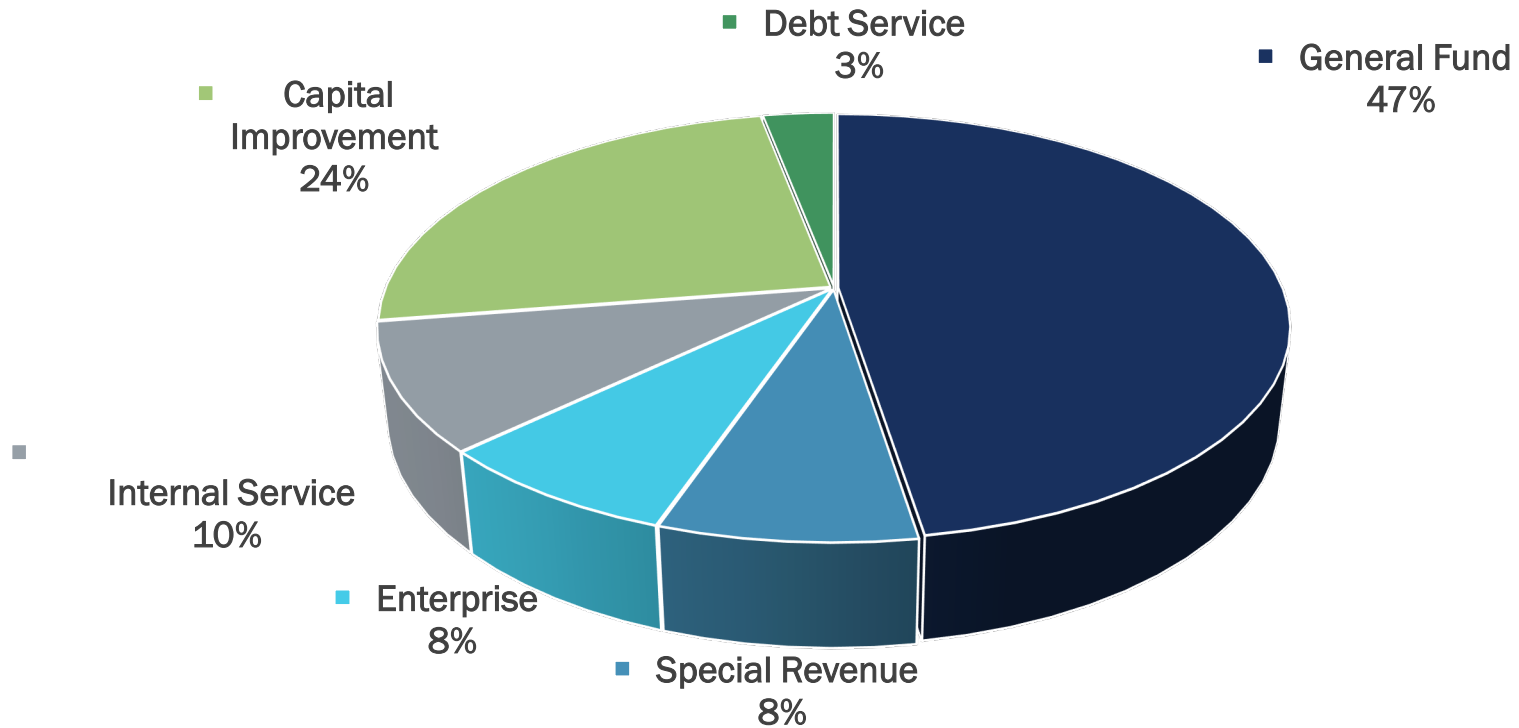
\* Intergovernmental – Decreased by \$12.84 million due to less grant revenue in FY23/24. In FY23 staff is performing more drainage projects of \$12.6 million.



# FY 2023-24: TOTAL REVENUES \$153,993,090



# FY 2023-24: TOTAL EXPENDITURES (EXPENSES) \$166,877,415



# GENERAL FUND REVENUES

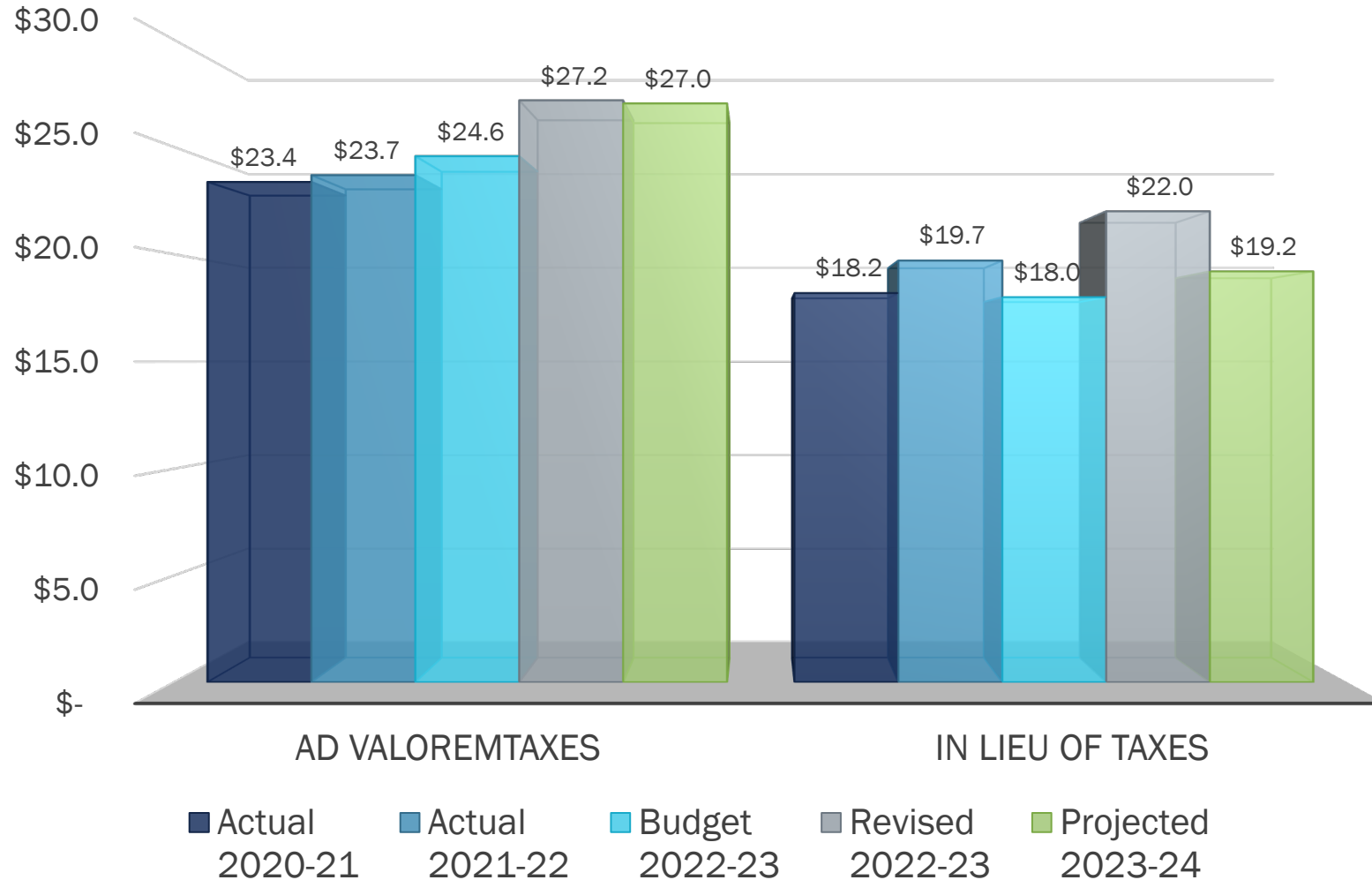
Revenues: (in millions)	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Projected 2023-24	Percent Change
General Property Taxes	\$ 23.688	\$ 24.575	\$ 27.175	\$ 27.030	9.99%
Franchise Taxes	3.248	3.250	3.230	3.160	-2.76%
Sales Taxes	7.561	6.500	7.000	6.750	3.85%
Industrial Payments	19.703	18.000	22.000	19.200	6.67%
Other Taxes	0.114	0.085	0.095	0.100	17.65%
Licenses & Permits	0.607	0.672	0.721	0.612	-8.95%
Fines Forfeits	1.661	1.662	1.497	1.502	-9.64%
Charges for Services	6.017	4.684	4.776	4.725	0.88%
Parks & Recreation	0.337	0.305	0.332	0.317	3.77%
Recreation & Fitness	0.186	0.181	0.176	0.177	-2.54%
Golf Course	1.247	1.278	1.268	1.283	0.36%
Miscellaneous	0.350	0.200	0.263	0.200	0.00%
Operating Transfers	0.133	0.139	0.139	0.143	2.89%
Interest	0.095	0.300	2.300	1.500	400.00%
	<b>\$ 64.98</b>	<b>\$ 61.83</b>	<b>\$ 70.97</b>	<b>\$ 66.70</b>	<b>7.87%</b>



# GENERAL FUND REVENUES

## IN LIEU OF TAXES & AD VALOREM TAXES

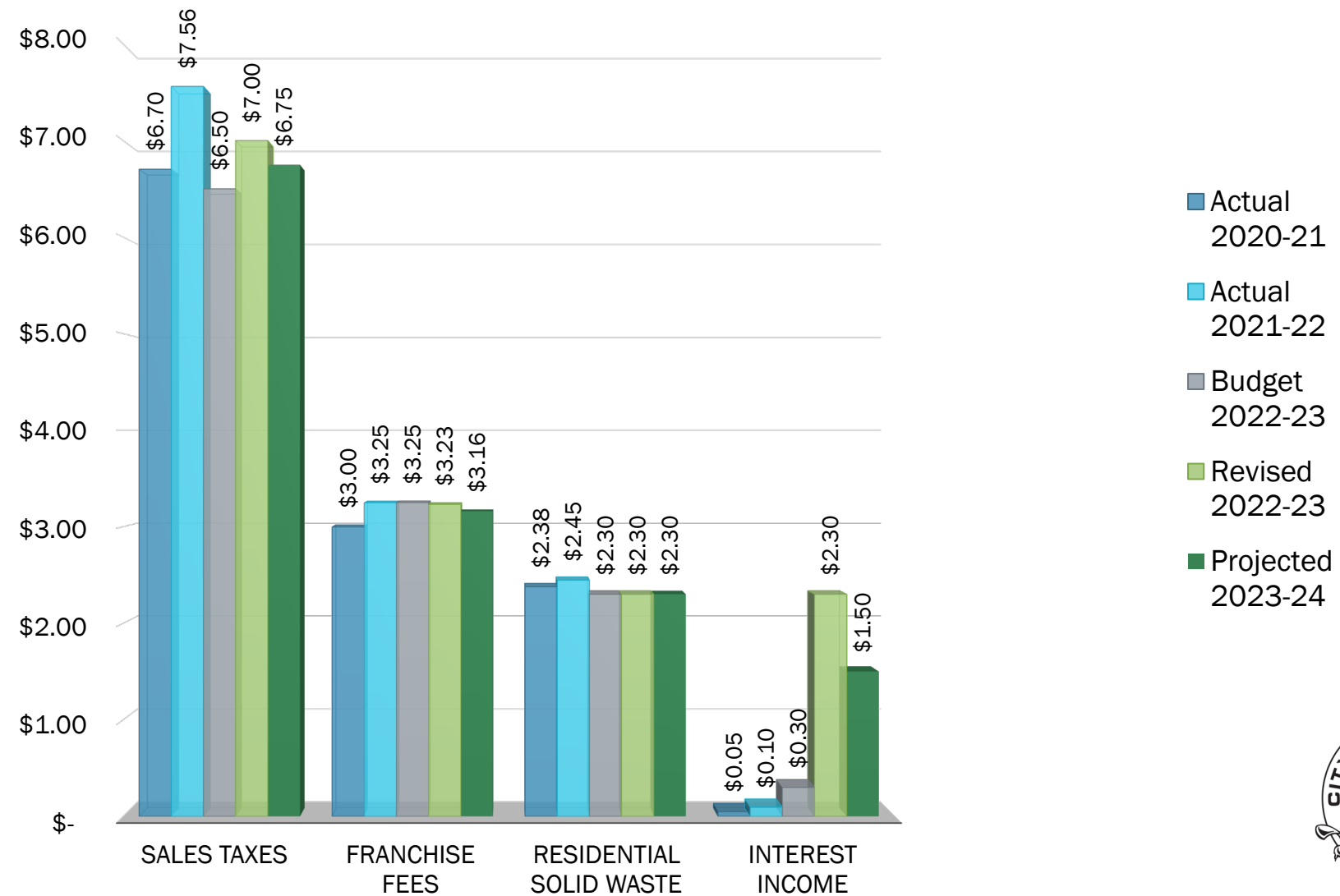
In millions



# GENERAL FUND REVENUES

SALES TAX, FRANCHISE TAXES, RESIDENTIAL SOLID WASTE AND INTEREST

In millions



# GENERAL FUND EXPENDITURES BY DEPARTMENT

(IN MILLIONS)



General Fund	Actual FY2021-22	Budget FY2022-23	Estimated FY2022-23	Proposed FY2023-24	Difference	% Change
Emergency Services	\$ 6.60	\$ 7.75	\$ 6.97	\$ 7.73	\$ (0.0)	-0.19%
Police	14.72	15.99	14.99	16.30	0.31	1.91%
Golf Course	1.63	1.80	1.80	2.28	0.48	26.85%
Administration	5.92	6.79	6.36	7.22	0.42	6.24%
Finance	12.84	27.82	27.86	27.21	(0.61)	-2.19%
Public Works	8.51	10.10	9.44	10.69	0.59	5.85%
Parks & Recreation	4.61	5.04	4.91	5.29	0.25	4.91%
Planning & Development	1.92	2.68	2.48	2.57	(0.11)	-4.22%
General Fund Total	\$ 56.75	\$ 77.97	\$ 74.80	\$ 79.28	\$ 1.31	6.00%

# GENERAL FUND EXPENDITURES BY CATEGORY

(IN MILLIONS)



General Fund	Actual FY2021-22	Budget FY2022-23	Estimated FY2022-23	Proposed FY2023-24	Difference	% Change
Salaries & Benefits	\$ 34.56	\$ 37.99	\$ 35.83	\$ 37.93	\$ (0.1)	-0.14%
Supplies	2.15	2.51	2.23	2.53	0.02	0.65%
Charges for Services	11.11	13.32	12.61	15.45	2.13	16.03%
Capital Outlay	0.07	0.49	0.46	1.04	0.55	111.95%
Transfers & Contingencies	8.88	23.66	23.66	22.33	(1.33)	-5.63%
General Fund Total	\$ 56.75	\$ 77.97	\$ 74.80	\$ 79.28	\$ 1.31	6.00%



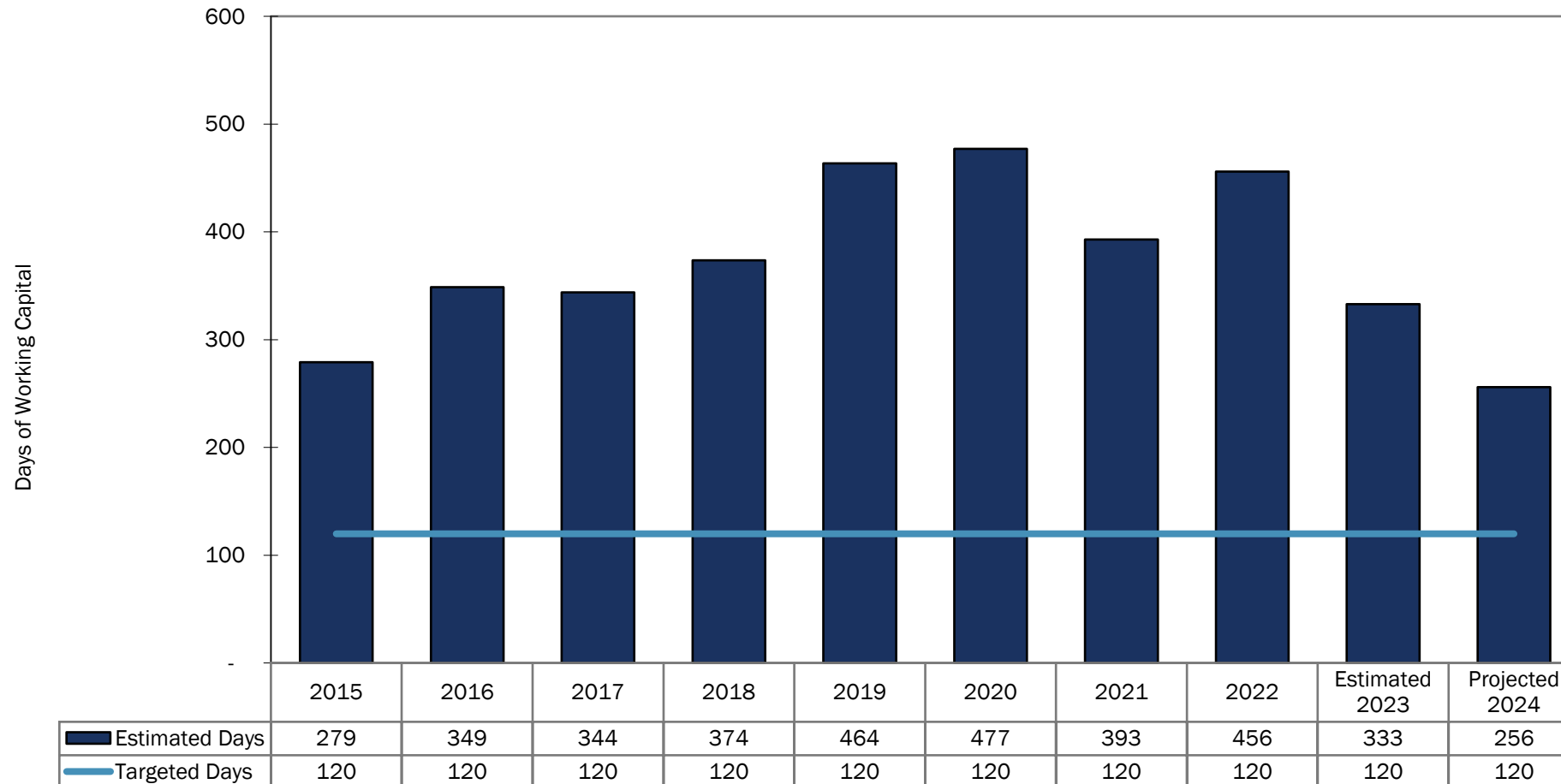
# GENERAL FUND BALANCE SUMMARY (IN MILLIONS)



	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Projected 2023-24
Beginning Fund Balance	\$ 64.81	\$ 72.05	\$ 72.05	\$ 68.23
Revenues	64.92	61.83	70.97	66.70
Expenditures	57.68	77.97	74.79	79.28
Surplus (Deficit)	7.24	(16.14)	(3.82)	(12.58)
Ending Fund Balance	\$ 72.05	\$ 55.91	\$ 68.23	\$ 55.64
Days of Working Capital	456	262	333	256
Targeted Days of Working Capital	120	120	120	120

Estimated value of 120 days of working capital for FY 2023-24 is \$26,065,165.

# GENERAL FUND BALANCE SUMMARY (IN MILLIONS)



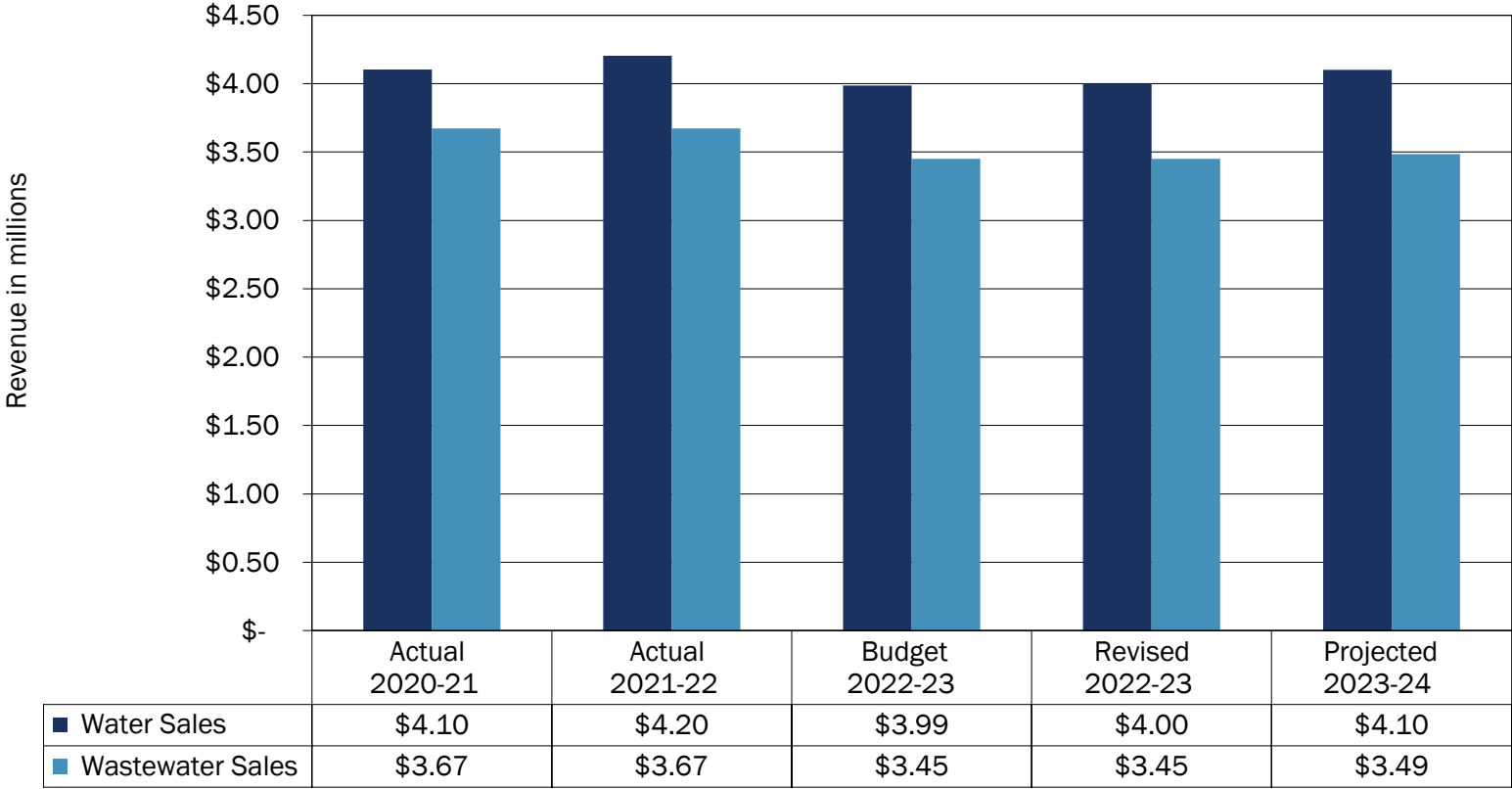
Estimated value of 120 days of working capital for FY 2023-24 is \$26,065,165.

# UTILITY FUND REVENUES



Revenues: (in millions)	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Projected 2023-24	Percent Change
Water Revenue	\$ 5.048	\$ 4.785	\$ 4.745	\$ 4.855	1.46%
Sewer Revenue	3.753	3.532	3.529	3.564	0.91%
Interest	0.008	0.010	0.248	0.143	1334.53%
Other Revenue	0.006	0.007	0.003	0.004	-46.15%
<b>Total Revenue</b>	<b>\$ 8.815</b>	<b>\$ 8.334</b>	<b>\$ 8.525</b>	<b>\$ 8.566</b>	<b>2.79%</b>

# WATER & SEWER SALES TRENDS



# UTILITY FUND EXPENSES (IN MILLIONS)



Utility Fund	Actual FY2021-22	Budget FY2022-23	Estimated FY2022-23	Proposed FY2023-24	Difference	% Change
Water Production	\$ 0.71	\$ 0.81	\$ 0.76	\$ 0.86	\$ 0.1	6.75%
Water Distribution	1.25	1.38	1.31	1.41	0.03	2.00%
Wastewater Collection	1.14	1.34	1.26	1.56	0.22	16.46%
Wastewater Treatment	1.56	1.84	1.71	1.88	0.04	2.30%
Utility Billing	0.88	0.98	0.94	0.98	0.00	0.22%
Non-Departmental	3.54	6.45	6.47	3.65	(2.80)	-43.42%
<b>Utility Fund Total</b>	<b>\$ 9.07</b>	<b>\$ 12.81</b>	<b>\$ 12.45</b>	<b>\$ 10.35</b>	<b>\$ (2.45)</b>	<b>-19.17%</b>

# UTILITY FUND EXPENDITURES BY CATEGORY

(IN MILLIONS)



Utility Fund	Actual FY2021-22	Budget FY2022-23	Estimated FY2022-23	Proposed FY2023-24	Difference	% Change
Salaries & Benefits	\$ 3.81	\$ 4.38	\$ 4.13	\$ 4.33	\$ (0.0)	-1.00%
Supplies	0.29	0.32	0.30	0.39	0.08	24.59%*
Charges for Services	3.40	3.90	3.80	4.52	0.63	16.12%**
Capital Outlay	0.11	0.14	0.14	0.14	0.00	2.12%
Transfers & Contingencies	1.46	4.07	4.07	0.95	(3.12)	-76.58%***
Utility Fund Total	\$ 9.07	\$ 12.81	\$ 12.45	\$ 10.35	\$ (2.45)	-19.17%

\* Supplies increased due to chemical costs for the wastewater plant and equipment purchases.

\*\* Charges for Service increase due to higher motor pool lease fees and 8.7% increase in electrical.

\*\*\* Transfers are lower than last year. FY23 transfers included \$1 million for the Public Works Building and \$2.78 million for utility capital improvement projects.

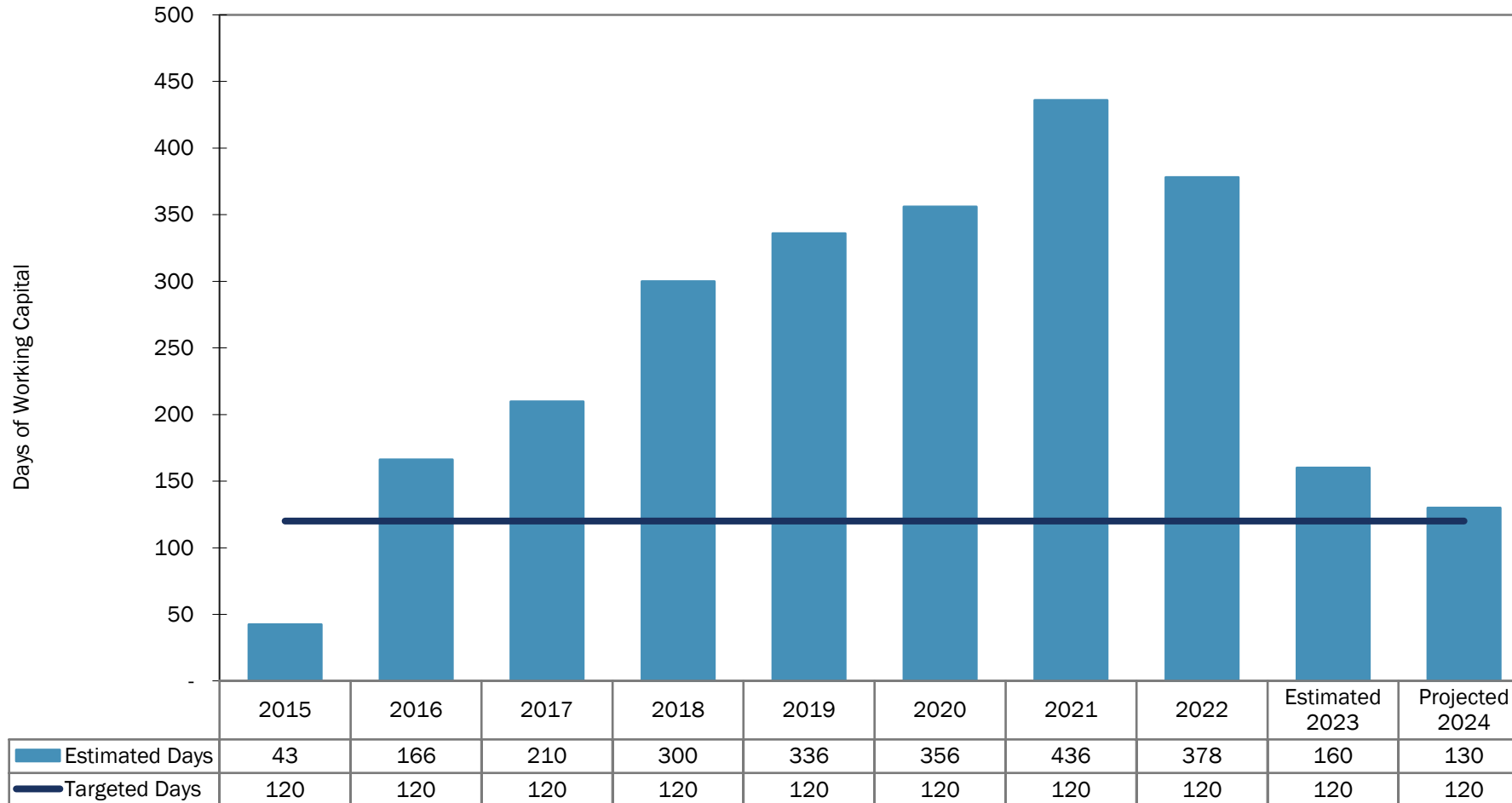
# UTILITY FUND WORKING CAPITAL SUMMARY (IN MILLIONS)



	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Projected 2023-24
Beginning Working Capital	\$ 9.65	\$ 9.39	9.39	\$ 5.47
Revenues	8.82	8.33	8.53	8.57
Expenditures	9.07	12.44	12.45	10.35
Surplus (Deficit)	(0.26)	(4.10)	(3.92)	(1.79)
Ending Working Capital	\$ 9.39	\$ 5.28	\$ 5.47	\$ 3.68
Days of Working Capital	378	155	160	130
Targeted Days of Working Capital	120	120	120	120

Estimated value of 120 days of working capital for FY 2023-24 is \$3,403,067.

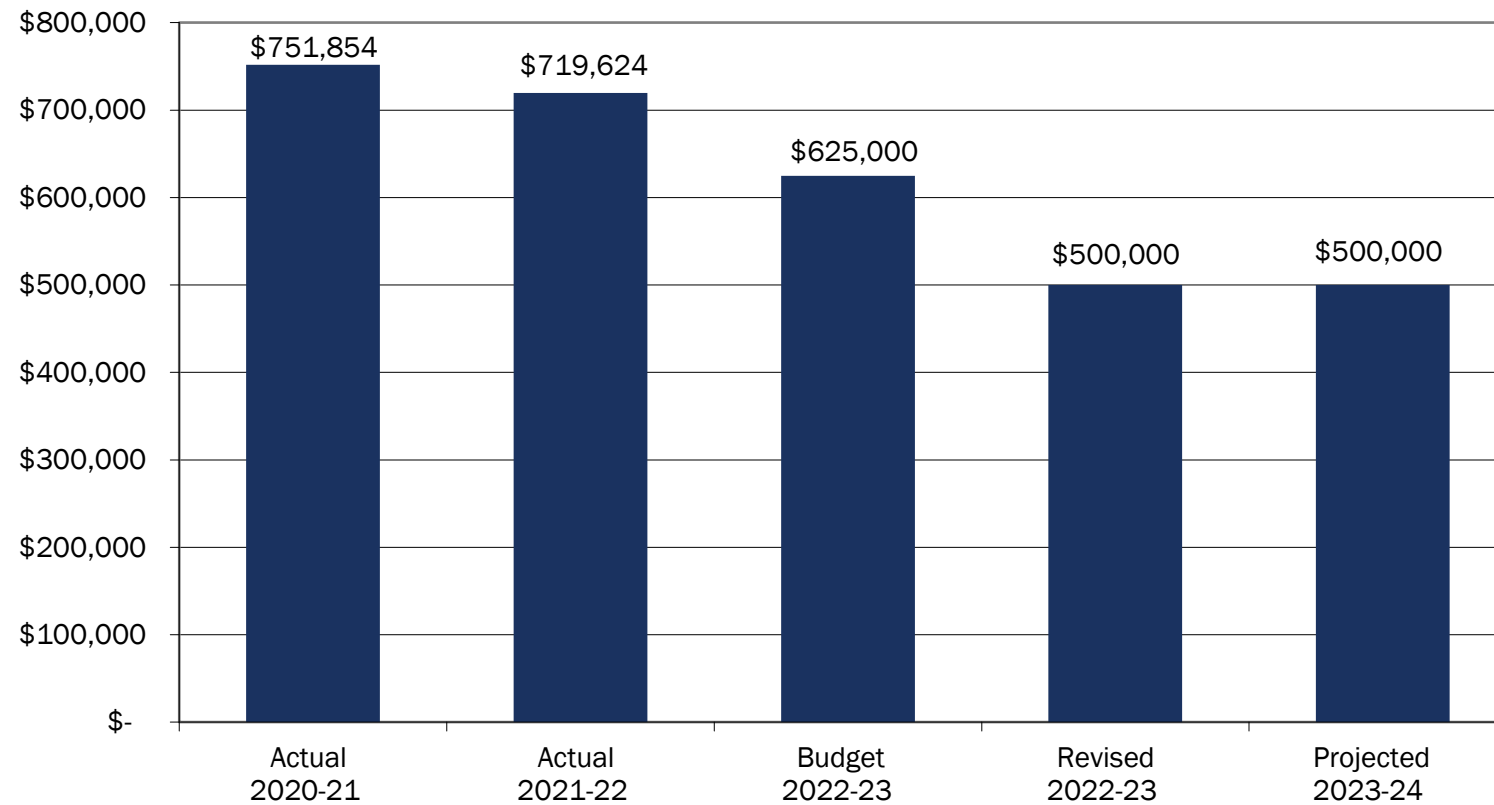
# UTILITY FUND WORKING CAPITAL SUMMARY (IN MILLIONS)



Estimated value of 120 days of working capital for FY 2023-24 is \$3,403,067.



# HOTEL/MOTEL REVENUES





# CAPITAL IMPROVEMENT PROJECTS SUMMARY

(In millions)

	Working Capital 09/30/23	FY 23-24 Revenues	FY 23-24 Expenses	Working Capital 09/30/24
<b>Capital Improvement:</b>				
General CIP Fund	\$ 2.28	\$ 5.04	\$ 7.05	\$ 0.26
Utility CIP Fund	1.16	0.51	1.42	0.25
Sewer Rehabilitation	0.59	0.32	0.40	0.51
Drainage Improvement Fund	0.34	0.84	1.18	0.01
Street Maintenance Sales Tax	0.96	1.69	1.95	0.71
Grant Fund	3.11	0.82	0.81 *	1.94
2010 Certificates of Obligation	0.15	0.00	0.00	0.15
Texas Water Development Board	0.97	23.84	23.84	0.97
2021 Certificates of Obligation	0.80	7.02	7.00	0.82
<b>Total Capital Improvement</b>	<b>\$ 10.36</b>	<b>\$ 40.08</b>	<b>\$ 43.64</b>	<b>\$ 5.61</b>

\* - Only Capital Improvement Projects are included. Working capital for 09/30/2024 includes all Grant fund expenditures.

# DEBT SERVICE SUMMARY



*(In millions)*

	Working Capital 09/30/23	FY 23-24 Revenues	FY 23-24 Expenses	Working Capital 09/30/24
Debt Service:				
General	4.51	4.71	5.01	4.21
Total Debt Service	4.51	4.71	5.01	4.21

# EMERGENCY SERVICES DISTRICT

CARL HOLLEY, FIRE CHIEF

LISA CAMP, EMS CHIEF

GENERAL FUND - PAGES 7-19 TO 7-24



# ESD BOARD BUDGET



- Emergency Services District Board held a public hearing and approved this budget on July 12, 2023.
- Fire Prevention – no significant changes
- Fire Suppression has included approximately \$370,000 for the LPFD Cancer Initiative and has added \$436,000 in Motor Pool Lease Fees
- EMS - \$150,000 budgeted for cardiac monitors and \$100,000 to pre-fund a 4<sup>th</sup> ambulance

	2022-2023
FMO	\$ 56,202
Fire	1,104,605
EMS	576,984
Total	<u>\$ 1,737,791</u>

	2023-2024
FMO	\$ 45,251
Fire	1,890,298
EMS	749,731
Total	<u>\$ 2,685,280</u>

# EMERGENCY SERVICES DEPARTMENT

CARL HOLLEY, FIRE CHIEF

LISA CAMP, EMS CHIEF

GENERAL FUND – PAGES 3-9 TO 3-19



# EMERGENCY SERVICES BUDGET OVERVIEW

PAGE 3-10



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
Fire Prevention	\$ 620,346	\$ 595,895	\$ (24,451)	-3.94%
Fire Suppression	3,164,825	3,326,588	161,763	5.11%
EMS	3,963,886	3,811,621	(152,265)	-3.84%
Department Total	\$ 7,749,057	\$ 7,734,104	\$ (14,953)	-0.19%

# EMERGENCY SERVICES – MAJOR BUDGET CHANGES



- Fire Prevention – no significant changes
- Fire Suppression
  - Personnel costs include \$200,000 for automatic/scheduled overtime, leading to a \$110,000 decrease in regular overtime
  - \$56,000 decrease in machinery, tools, and equipment
  - \$41,000 decrease in Radio and Base Station equipment
- EMS
  - \$40,000 increase in drugs and supplies to meet increasing costs of medications



# POLICE DEPARTMENT

DOUG DITRICH, POLICE CHIEF

GENERAL FUND – PAGES 3-21 TO 3-37



# POLICE BUDGET OVERVIEW

PAGE 3-22



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
<b>Police Administration</b>	\$ 1,133,836	\$ 1,090,272	\$ (43,564)	-3.84%
<b>Police Patrol</b>	8,341,706	8,544,208	202,503	2.43%
<b>Criminal Investigation</b>	2,661,696	2,797,763	136,066	5.11%
<b>Support Services</b>	3,855,979	3,866,569	10,590	0.27%
<b>Department Total</b>	\$ 15,993,217	\$ 16,298,812	\$ 305,595	1.91%

# POLICE – MAJOR BUDGET CHANGES



- Police Administration
  - \$70,012 decrease in Personal Services – Staff changes due to retirement of long-term employee
- Police Patrol – no significant changes
- Criminal Investigation
  - \$27,834 increase in Motor Pool Lease Fees
- Support Services – no significant changes

# GOLF COURSE

BILLY STOKER, GOLF COURSE MANAGER

GENERAL FUND – PAGES 3-39 TO 3-45



# GOLF COURSE BUDGET OVERVIEW

PAGE 3-40



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
<b>Golf Course Club House</b>	\$ 553,710	\$ 1,055,476	\$ 501,766	90.62%
<b>Golf Course Maintenance</b>	1,242,691	1,223,259	(19,431)	-1.56%
<b>Department Total</b>	\$ 1,796,401	\$ 2,278,736	\$ 482,335	26.85%

# GOLF COURSE – MAJOR BUDGET CHANGES



- Club House
  - \$100,000 added to motor pool lease fees to pre-fund future cart replacements
  - \$336,000 – 2024 Club Car Fleet
- Maintenance
  - \$55,000 decrease in vehicle maintenance – new fleet

# ADMINISTRATION

CORBY ALEXANDER, CITY MANAGER

MATT DAEUMER, ASSISTANT CITY MANAGER

LEE WOODWARD, CITY SECRETARY

GENERAL FUND – PAGES 3-47 TO 3-78



# ADMINISTRATION BUDGET OVERVIEW

PAGE 3-47



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
Administration	\$ 662,403	\$ 780,604	\$ 118,201	17.84%
Emergency Management	515,744	601,574	85,829	16.64%
Community Investment	132,800	127,000	(5,800)	-4.37%
Human Resources	688,732	685,874	(2,858)	-0.41%
Municipal Court	1,178,803	1,120,357	(58,446)	-4.96%
Information Technologies	2,735,332	2,887,601	152,269	5.57%
City Secretary	592,395	621,509	29,114	4.91%
Legal	208,430	296,436	88,006	42.22%
City Council	76,817	94,093	17,276	22.49%
Department Total	\$ 6,791,456	\$ 7,215,047	\$ 423,590	6.24%





# ADMINISTRATION – MAJOR BUDGET CHANGES

- Administration
  - The budget includes \$110,362 for a Grant Administrator
- Emergency Management
  - \$65,000 added for a new motor vehicle
- Community Investment – no significant changes
- Human Resources
  - \$31,000 increase in computer software - *5.1 Establish a long-term employee recruitment/retention plan.*
  - \$50,000 – Compensation Study - *5.1 Establish a long-term employee recruitment/retention plan.*
- Municipal Court – no significant changes



## ADMINISTRATION – MAJOR BUDGET CHANGES (CONT.)

- Information Technology

- \$57,000 increase for additional computer software
- \$111,000 increase in telephone costs/services

- Technology Fund

- \$118,000 – Computer Software (Laserfiche, Esri Enterprise Agreement for Small Government, Neptune and Fleet Management)

- City Secretary– no significant changes

- Legal

- A 44% increase in personal services

- City Council – no significant changes

# FINANCE DEPARTMENT

MICHAEL DOLBY, FINANCE DIRECTOR

GENERAL FUND – PAGES 3-79 TO 3-91

UTILITY FUND – PAGES 4-19 TO 4-23



# FINANCE BUDGET OVERVIEW

PAGE 3-80



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
Accounting	\$ 974,692	\$ 976,736	\$ 2,044	0.21%
Purchasing	366,212	374,471	8,260	2.26%
Tax Office	464,184	519,681	55,498	11.96%
Non Departmental	26,015,495	25,340,624*	(674,871)	-2.59%
Department Total	\$ 27,820,582	\$ 27,211,512	\$ (609,070)	-2.19%

\* - One time transfers for CIP included

# FINANCE – MAJOR BUDGET CHANGES



- Accounting – no significant changes
- Purchasing – no significant changes
- Tax
  - \$60,000 increase in other professional services – tax services, primarily HCAD

## FINANCE – MAJOR BUDGET CHANGES (CONT.)



- General Fund Non-Departmental
  - \$75,000 increase in separation pay - vacation/sick leave
  - \$273,000 decrease in retiree medical insurance
  - **\$660,000 for 3% COLA**
  - \$812,225 transfer for general CIP projects
  - \$550,000 transfer for drainage improvement projects
  - \$327,000 for meet & confer increases for civil service employees
  - \$10,000,000 transfer to Fund 052 for Lomax Lift Station
  - \$7,000,000 transfer to Fund 053 for City Hall

# UTILITY FUND/FINANCE BUDGET OVERVIEW

PAGE 4-24



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
Utility Billing	\$ 981,998	\$ 984,187	\$ 2,189	0.22%
Non-Departmental	6,453,523	3,651,533	(2,801,990)	-43.42%*
Department Total	\$ 7,435,521	\$ 4,635,720	\$ (2,799,801)	-37.65%

\* - Transfers are lower than last year. FY23 transfers included \$1 million for the Public Works Building and \$2.7 million for utility capital improvement projects.

# UTILITY FUND/FINANCE – MAJOR BUDGET CHANGES



- Utility Billing – no significant changes
- Utility Fund Non-Departmental
  - \$219,000 increase in water costs
  - \$505,000 transfer to Utility CIP for projects
  - \$25,000 increase in contingency
  - **\$104,000 for 3% COLA**



# PUBLIC WORKS DEPARTMENT

RAY MAYO, PUBLIC WORKS DIRECTOR

GENERAL FUND – PAGES 3-95 TO 3-108

UTILITY FUND – PAGES 4-7 TO 4-18

ENTERPRISE FUNDS – PAGES 5-1 TO 5-14

VEHICLE MAINTENANCE – PAGES 6-3 TO 6-11



# PUBLIC WORKS BUDGET OVERVIEW

PAGE 3-94



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
Administration	\$ 812,808	\$ 993,806	\$ 180,998	22.27%
Streets	3,475,981	3,311,915	(164,066)	-4.72%
Residential Solidwaste	4,242,222	4,814,963	572,741	13.50%
Commercial Solidwaste	27,826	29,217	1,391	5.00%
Facilities Maintenance	1,536,724	1,536,231	(493)	-0.03%
Department Total	\$ 10,095,561	\$ 10,686,132	\$ 590,571	5.85%

# PUBLIC WORKS– MAJOR BUDGET CHANGES



- Administration – **\$209,104** included for an Asst. Public Works Director, CIP – **Added \$50,000 for position Supplies, Services & Charges (Not included in proposed budget)**
- Streets – No significant changes
- Residential Solidwaste
  - \$30,000 increase for personnel services
  - \$172,000 for three new positions - 2 Solidwaste Workers and 1 Equipment Operator II
  - \$257,000 to fund collection vehicle
- Commercial Solidwaste – **Added \$1,391 (Not included in proposed budget)**
- Facilities Maintenance
  - \$67,700 decrease for AC maintenance & replacements
  - \$57,000 increase for building maintenance
  - \$33,900 for Pressure Washer Equipment Trailer

# UTILITY FUND/PUBLIC WORKS BUDGET OVERVIEW

PAGE 4-6



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
Water Production	\$ 809,910	\$ 864,569	\$ 54,658	6.75%
Water Distribution	1,380,972	1,408,591	27,619	2.00%
Wastewater Collection	1,340,163	1,560,763	220,600	16.46%
Wastewater Treatment	1,839,036	1,881,353	42,317	2.30%
Department Total	\$ 5,370,081	\$ 5,715,275	\$ 345,195	6.43%

# UTILITY FUND/PUBLIC WORKS – MAJOR BUDGET CHANGES



- Water Production
  - \$32,900 increase in TCEQ requirements
- Water Distribution – no significant changes
- Wastewater Collection
  - \$206,000 increase in motor pool lease fees
- Wastewater Treatment
  - \$60,000 increase in chemical supplies
  - \$26,000 increase in landfill charges

# OTHER-PUBLIC WORKS BUDGET OVERVIEW

PAGES 5-1 & 6-3 TO 6-11



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
<b>Airport Fund</b>	\$ 125,499	\$ 105,214	\$ (20,285)	-16.16%
<b>LPAWA Fund</b>	2,008,062	2,227,297	219,235	10.92%
<b>Motor Pool Fund</b>	4,349,400	3,837,209	(512,191)	-11.78%



## OTHER PUBLIC WORKS – MAJOR BUDGET CHANGES

- Airport – no significant changes
- LPAWA
  - increase in the cost of purchased water by \$249,568
  - \$72,000 increase in special programs – CIP
- Vehicle Maintenance
  - \$59,212 included for a Asst. Parts Manager

# REPLACEMENT LIST FY2023-24

SUMMARY OF VEHICLE REPLACEMENT FY 2023-24								
ACCOUNT	UNIT NUMBER	YEAR	MAKE	MODEL	DEPARTMENT	FUNDED VALUE	ESTIMATED REPLACEMENT COSTS	DIFFERENCE
009-6147-515-8050	47-02	2012	CHEV	1500	CUST-SERV	36,172	40,745	(\$4,573)
009-6049-551-8050	49-11	2018	JOHN DEERE	1200A	GOLF	15,625	18,042	(\$2,417)
009-6049-551-8050	49-29	2018	JOHN DEERE	2030A	GOLF	34,454	34,368	\$86
009-6049-551-8050	49-34	2018	TURFCO	1530	GOLF	20,107	18,312	\$1,795
009-6049-551-8050	49-17	2018	KUBOTA	ZD1211-60	GOLF	16,668	16,762	(\$94)
009-6049-551-8050	49-64	2020	JOHN DEERE	2550	GOLF	34,238	45,934	(\$11,696)
009-6049-551-8050	49-21	2012	CHEV	1500	GOLF	47,553	40,745	\$6,808
009-5253-521-8050	53-10	2017	CHEV	TAHOE	PD-PATROL	65,207	47,951	\$17,256
009-5253-521-8050	53-11	2018	CHEV	TAHOE	PD-PATROL	63,144	47,951	\$15,193
009-5253-521-8050	53-14	2018	CHEV	TAHOE	PD-PATROL	63,144	47,951	\$15,193
009-5253-521-8050	53-16	2018	CHEV	TAHOE	PD-PATROL	63,144	47,951	\$15,193
009-5253-521-8050	53-19	2018	CHEV	TAHOE	PD-PATROL	63,144	47,951	\$15,193
009-5253-521-8050	53-31	2018	CHEV	TAHOE	PD-PATROL	63,144	47,951	\$15,193
009-5253-521-8050	53-32	2018	CHEV	TAHOE	PD-PATROL	63,144	47,951	\$15,193
009-5256-521-8050	56-01	2015	CHEV	TAHOE	CID	47,836	47,951	(\$115)
009-5256-521-8050	56-02	2015	CHEV	TAHOE	CID	47,836	47,951	(\$115)
009-5059-522-8050	59-45	2017	DODGE	RAM 4500	EMS	199,037	192,675	\$6,362
009-5059-522-8050	59-46	2017	DODGE	RAM 4500	EMS	321,744	320,604	\$1,140
009-7071-531-8050	71-44 /71-45	2018	LANDPRIDE	RCF2072	STREETS	9,548	9,232	\$316





# REPLACEMENT LIST FY2023-24

SUMMARY OF VEHICLE REPLACEMENT FY 2023-24								
ACCOUNT	UNIT NUMBER	YEAR	MAKE	MODEL	DEPARTMENT	FUNDED VALUE	ESTIMATED REPLACEMENT COSTS	DIFFERENCE
009-7071-531-8050	71-60	2007	HUSQVARNA	FS3500	STREETS	22,723	22,632	\$91
009-7071-531-8050	71-80	2013	FRTL	M2106	STREETS	352,412	352,405	\$7
009-7071-531-8050	71-81	2012	INTL	7400SBA	STREETS	147,538	146,726	\$812
009-7071-531-8050	71-96	2012	TEREX	TL84D	STREETS	114,937	107,500	\$7,437
009-7072-532-8050	72-09	2014	FORD	F150	SOLIDW	34,428	44,740	(\$10,312)
009-7072-532-8050	72-51	2014	FRTL	M2106	SOLIDW	148,181	154,053	(\$5,872)
009-7072-532-8050	72-52	2014	FRTL	M2106	SOLIDW	244,503	249,498	(\$4,995)
009-7074-534-8050	74-16	2004	CHEV	3500	ES	53,625	64,509	(\$10,884)
009-7074-534-8050	74-28	2012	TAILIFT	FD30	ES	34,408	36,322	(\$1,914)
009-8080-551-8050	80-10	2012	FORD	F450	PARKMAINT.	56,690	80,055	(\$23,365)
009-8080-551-8050	80-38	2016	KUBOTA	ZD1211-60	PARKMAINT.	16,668	16,762	(\$94)
009-8080-551-8050	80-39	2017	KUBOTA	ZD1211-60	PARKMAINT.	16,668	16,762	(\$94)
009-8080-551-8050	80-40	2018	KUBOTA	ZD1211-60	PARKMAINT.	16,668	16,762	(\$94)
009-8080-551-8050	80-41	2017	KUBOTA	ZD1211-60	PARKMAINT.	16,668	16,762	(\$94)
009-7084-533-8050	84-25	2014	FORD	F150	WATER PRO	55,787	40,745	\$15,042
009-7086-532-8050	86-03	2013	KUBOTA	KX121S3T3	WW COLL.	68,520	57,385	\$11,135
TOTALS						2,675,313	\$2,592,598	\$82,715



# PARKS & RECREATION

TIM MILLER, DIRECTOR OF PARKS & RECREATION

GENERAL FUND - PAGES 3-109 TO 3-122



# PARKS & RECREATION BUDGET OVERVIEW

PAGE 3-110



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
<b>Parks Maintenance</b>	\$ 2,761,184	\$ 2,645,717	\$ (115,468)	-4.18%
<b>Recreation</b>	1,019,249	1,204,487	185,239	18.17%
<b>Special Services</b>	602,505	796,178	193,673	32.14%
<b>Parks Administration</b>	660,584	644,689	(15,895)	-2.41%
<b>Department Total</b>	\$ 5,043,522	\$ 5,291,070	\$ 247,549	4.91%

# PARKS & RECREATION – MAJOR BUDGET CHANGES



- Parks Maintenance
  - \$60,000 for Rodeo Fans
  - \$24,000 for Vehicle replacement shortage
- Recreation
  - \$100,000 included to replace fitness equipment at the Recreation and Fitness Center
  - \$59,212 included for a Recreation Center Specialist
- Special Services
  - \$77,263 included for a Senior Service Specialist
  - \$77,275 included for Brookglen Senior Center Conversion
- Parks Administration – no significant changes

# PLANNING & DEVELOPMENT

TERESA EVANS, DIRECTOR OF PLANNING & DEVELOPMENT

GENERAL FUND – PAGES 3-123 TO 3-134



# PLANNING & DEVELOPMENT BUDGET OVERVIEW

PAGE 3-124



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
Planning	\$ 1,267,048	\$ 981,609	\$ (285,439)	-22.53%
GIS	216,964	222,725	5,761	2.66%
Inspection	1,195,171	1,361,797	166,626	13.94%
Department Total	\$ 2,679,183	\$ 2,566,131	\$ (113,052)	-4.22%

# PLANNING & DEVELOPMENT – MAJOR BUDGET CHANGES



- Planning
  - Other Professional Services decrease by \$619,000, Comp Plan completion, Tyler Technology implementation fees, lower anticipated Cobb Fendley fees.
  - Computer software increase of \$184,000 for Tyler Technologies
  - Added \$2,112 for computer equipment (Not included in the proposed budget)
- GIS – no significant changes
- Inspection Services
  - \$150,000 increase for Dangerous Buildings
  - Added \$74,380 for Community Service Inspector, S.C.U.P. and Zoning (Not included in the proposed budget)



# INSURANCE

MATT HARTLEIB, HR MANAGER

INSURANCE FUND – PAGES 6-13 TO 6-22



# LIABILITY INSURANCE & EMPLOYEE HEALTH INSURANCE BUDGET OVERVIEW

PAGE 6-14



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
<b>Liability Insurance</b>	\$ 963,559	\$ 1,193,246	\$ 229,687	23.84%
<b>Employee Health Insurance</b>	9,789,000	10,250,500	461,500	4.71%
<b>Total</b>	\$ 10,752,559	\$ 11,443,746	\$ 691,187	6.43%

# LIABILITY INSURANCE & EMPLOYEE HEALTH INSURANCE – MAJOR BUDGET CHANGES



- Liability Insurance
  - \$100,000 increase in workers compensation (1070)
  - \$125,000 increase in insurance (6007}
- Employee health insurance
  - Increase of \$40,000 for the Aetna Advantage Plan (6025)
  - Increase of \$200,000 for claims based on data trends (6011)
  - Increase of \$220,000 for reinsurance premiums (6012)

# HOTEL/MOTEL FUND

MATT DAEUMER, ASSISTANT CITY MANAGER

HOTEL/MOTEL – PAGES 7-25 TO 7-28



# HOTEL/MOTEL BUDGET OVERVIEW

PAGE 7-27



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
Hotel/Motel	\$ 930,075	\$ 1,262,934	\$ 332,859	35.79%

## HOTEL/MOTEL – MAJOR BUDGET CHANGES



- \$550,000 transfer to General CIP (015) for Pecan Park

# ECONOMIC DEVELOPMENT

MATT DAEUMER, ASSISTANT CITY MANAGER  
ECONOMIC DEVELOPMENT – PAGES 7-29 TO 7-32



# EDC BUDGET OVERVIEW

PAGE 7-31



	FY 2022-23 Budget	FY 2023-24 Budget Request	Difference	% Change
<b>Economic Development</b>	\$ 3,872,512	\$ 5,067,956	\$ 1,195,444	30.87%



# EDC – MAJOR BUDGET CHANGES



- EDC Board approved budget on July 24, 2023
- Special Programs - Mid-year opportunities increased by \$112,653
- Debt Service Transfer – decreased to \$588,000
- Transfer for CIP - \$3,675,000
  - Fitness Center Parking Lot - \$450,000
  - Inclusive Playground - \$400,000
  - Rec Center Phase II - \$1,500,000 (year 1 of 2)
  - Main Street Alleys - \$425,000
  - Wave Pool Enhancements - \$700,000
  - Monarch Park Restroom - \$200,000

# CAPITAL IMPROVEMENT PROGRAM

RAY MAYO, DIRECTOR OF PUBLIC WORKS

CIP – PAGES 8-1 TO 8-18



# CIP FUND SUMMARIES

Fund	Total Proposed Expenditure
General Fund CIP (Fund 015)	\$7,052,000
Utility Fund CIP (Fund 003)	1,417,000
Sanitary Sewer Rehabilitation Fund (Fund 018)	400,000
Drainage Fund (Fund 019)	1,180,000
Grant Fund (Fund 032)	809,425
Street Maintenance Fund (Fund 033)	1,940,000
TWDB (Fund 052)	23,840,000
City Hall (Fund 053)	7,000,000
Total	43,638,425



# GENERAL FUND CIP & FUNDING



Project Name	Project Budget
Pecan Park Parking Lot Improvements (Hotel/Motel Funded)	\$550,000
Recreation & Fitness Center-Expanded Parking (EDC Funded)	450,000
Inclusive Playground (EDC Funded)	400,000
Rec Center Phase II	1,500,000
Wave Pool Enhancements (EDC Funded)	700,000
Main Street Alleys (EDC Funded)	425,000
Monarch Park Restroom (EDC Funded)	200,000
Firing Range Rebuild	237,000
PD Motorola RMS	250,000
SCBA replacement	500,000
Whelen Repairs (Year 1 of 5)	120,000

## GENERAL FUND CIP & FUNDING (CONT.)



Project Name	Project Budget
Ohio Park	50,000
Pfiefer Park Playground	50,000
Laser Grading Little Cedar Bayou	35,000
Infill Sidewalk - Annual	100,000
Facilities Major Equipment Replacement - Annual	100,000
Public Works Improvements	1,285,000
Contingency	100,000
<b>Total</b>	<b>\$ 7,052,000</b>

# UTILITY FUND CIP



Project Name	Project Budget
Meter Replacement	\$350,000
In-House Water Line Replacement	45,000
WWTP SCADA System (Year 2 of 3)	50,000
Blower Replacement	152,000
Control Panels LS 37 & 38	150,000
Lift Station Improvements - Annual	40,000
Replace Main Lift Pump 5 & 6	210,000
Pump and Equipment Replacement - Annual	50,000
Lift Pump Gate Valves	45,000
Replace 3 Lift Station Pumps - Annual	125,000
Contingency	200,000
<b>Total</b>	<b>\$ 1,417,000</b>

# SEWER REHABILITATION FUND CIP



Project Name	Project Budget
Sanitary Sewer Rehabilitation	\$ 400,000
Total	\$ 400,000

# DRAINAGE FUND CIP



Project Name	Project Budget
F-216 Phase III - Multiyear	\$500,000
Brookglen Phase II - Multiyear	500,000
Drainage Materials - Annual	60,000
TV Inspection of Storm Sewer System - Annual	20,000
Contingency	100,000
Total	\$ 1,180,000



# GRANT FUND CIP



Project Name	Project Budget
Rec Center Phase II	\$600,000
25th Street Generator	103,750
Lift Station	105,675
Total	\$ 809,425

# STREET MAINTENANCE FUND CIP



Project Name	Project Budget
Boyette Street Concrete	\$300,000
Asphalt Street Surfacing - Annual	800,000
Concrete Repair (Slab Jacking) - Annual	40,000
Concrete Repair (Small Sections) - Annual	200,000
Street Repair Material (in-house) - Annual	50,000
Handicap Ramp and Sidewalk Replacement - Annual	200,000
Street Lighting	150,000
Streets Contingency	200,000
<b>Total</b>	<b>\$ 1,940,000</b>

# QUESTIONS/SUMMARY

