

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 October 23, 2023, beginning at 6:00 pm in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas,, for the purpose of considering the following agenda items. All agenda items are subject to action.

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

<https://us02web.zoom.us/j/86204139231?pwd=VIBDRFptcU11Q1NxVkdiaTVVZDNGQT09>

Join by phone at 888 475 4499 or 877 853 5257. The meeting ID is 862 0413 9231. The passcode is 540115.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Pastor Daniel Moore, Creekmont Baptist Church.  
**PLEDGES** – Will be led by Councilperson Robbie McLarrin.  
U.S. Flag  
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
  - (a) Proclamation in recognition of Municipal Court Week. [Louis R. Rigby, Mayor]
  - (b) Proclamation in recognition of Deputy City Secretary Sharon Harris, TRMC, MMC, RP. [Louis R. Rigby, Mayor]
  - (c) Proclamation in recognition of Emergency Medical Service Chief Lisa Camp. [Louis R. Rigby, Mayor]
4. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
5. **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 October 9, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]
  - (b) Approve Fiscal Year 2023-2024 vehicle and equipment replacement purchases under the following cooperative purchasing contracts: TIPS #210097, BuyBoard #650-21, HGACBuy #HT06-20, and Sourcwell #011723-JDC and #070821-LPI, totaling \$1,222,805.50 [Ray Mayo, Director of Public Works]
  - (c) Approve the appointment of Bradley Lee Stewart to the City of La Porte, Texas, Police Reserve Force. [Doug Ditrich, Chief of Police]

- (d) Adopt Resolution 2024-02 authorizing the City Manager to execute the Texas Department of Transportation Impaired Driving Mobilization (IDM) grant award and other documents for the TXDOT Impaired Driving Mobilization STEP Grant, for the 2023-2024 Fiscal Year. [Doug Ditrich, Chief of Police]
- (e) Approve Phase 1 of the La Porte, Texas, Police Department gun range rebuild project utilizing Haz Mat Special Services, LLC to remove and dispose of existing blocks and materials, for \$13,990.00. [Doug Ditrich, Chief of Police]
- (f) Award Bid #23021 'Northside Neighborhood Drainage Improvements Phase 2' to Environmental Allies, LLC, in the amount of \$3,083,414.61, and authorize the City Manager to execute a construction contract, and provide a construction contingency of \$408,390.00, and \$30,000.00 for materials testing, for a total authorization of \$3,521,804.61. [Ray Mayo, Director of Public Works]

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

- (a) City Council will continue a public hearing opened on September 11, 2023, and continued at the September 25, 2023, City Council meeting, to receive comments on the recommendation of the Dangerous Buildings Inspections Board for condemnation of a dangerous/substandard structure located at 226 S. Bayshore Dr., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2023-3932 ordering condemnation of dangerous/substandard structure located at 226 S. Bayshore Dr., La Porte, Texas [Richard Glass, Chief Building Official]
- (b) City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to amend the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 0.27-acre property located at the northwest corner of W. B St. and S. 11<sup>th</sup> St. and legally described as Lots 17, 18, 19, and 20, Block 25, Town of La Porte, Harris County, Texas, by changing the land use designation from "Commercial" to "Low Density Residential"; followed by discussion and possible action to adopt Ordinance 2023-3955 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 0.27-acre property located at the northwest corner of W. B St. and S. 11<sup>th</sup> St. and legally described as Lots 17, 18, 19, and 20, Block 25, Town of La Porte, Harris County, Texas, by changing the land use designation from "Commercial" to "Low Density Residential". [Teresa Evans, Planning and Development Director]
- (c) City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2023-3954 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #23-92000001, a change from General Commercial (GC) to Low-Density Residential (R-1) for a 0.27-acre tract of property located at the northwest corner of West B St. and S. 11<sup>th</sup> St. and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas; followed by discussion, and possible action to adopt Ordinance 2023-3954 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #23-92000001, a change from General Commercial (GC) to Low Density Residential (R-1) for a 0.27-acre tract of property located at the northwest corner of West B. St. and S. 11<sup>th</sup> St. and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas. [Teresa Evans, Director of Planning and Development]
- (d) City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to approve Ordinance 2023-3956 adopting the 2040 Comprehensive Plan of the City of La Porte, Texas; followed by discussion and possible action to approve Ordinance 2023-3956 adopting the 2040 Comprehensive Plan of the City of La Porte, Texas. [Teresa Evans, Director of Planning and Development]

## **7. STATUTORY AGENDA**



- (a) Presentation, discussion, and possible action to approve the appointment of Wayne Landin to open seat for the District 1 position on the Planning and Zoning Commission of the City of La Porte, Texas. [Louis R. Rigby, Mayor]
- (b) Presentation, discussion and possible action to provide administrative staff with direction for potential changes to selection criteria for future and current members of the La Porte Airport Advisory Board; Provide nomination and selection of a Councilperson to serve on the La Porte Airport Advisory Board; Provide direction on change of Chairperson and Secretary positions and limitations on terms of office; Provide direction on meeting frequency. [Ray Mayo, Director of Public Works]
- (c) Presentation, discussion, and possible action to provide staff direction on possible revisions to the current livestock ordinance and/or the ordinance regulating the number of domestic pets per residence. [Councilpersons Williams, Helton, and Martin]
- (d) Presentation, discussion and possible action to authorize the City Manager to execute a five-year agreement with Flock Group, Inc. (Flock Safety) for eleven (11) fixed-position License Plate Readers at an expense of \$8,984.93 for year one (1), and an annual expense of \$27,500.00 for year two (2) through five (5), for a total project expense of \$118,948.93. [Doug Ditrich, Chief of Police]

## 8. REPORTS

- (a) Present 4th Quarter CIP Report to City Council. [Matt Daeumer, Assistant City Manager]
- (b) Receive report of the La Porte Development Corporation Board of Directors. [Councilperson Engelken]

## 9. ADMINISTRATIVE REPORTS

- City Council meeting, November 13
- Planning and Zoning Commission meeting, November 16

## 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) City Council will meet in closed session pursuant to Texas Government Code 551.072 - Deliberation regarding purchase, exchange, lease, or value of real property: Meet with City Manager and City Attorney to discuss potential purchase of real property located in the City of La Porte, Texas.

## 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 October 23, 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

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TIME

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TAKEN DOWN

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*Lee Woodward*

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Lee Woodward, City Secretary



# Proclamation

## Office of the Mayor

**WHEREAS**, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

**WHEREAS**, more people come in contact with municipal courts than all other Texas courts combined, and public impressions of the Texas judicial system are largely dependent upon the public's experience in municipal court; and

**WHEREAS**, the City of La Porte Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

**WHEREAS**, the City of La Porte does hereby commend the City of La Porte Municipal Court's judges, court administrator, and court staff for their excellent work in upholding the procedural safeguards in criminal cases for all defendants, including indigent defendants, and in complying with all municipal court requirements of the State of Texas.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim November 6-10, 2023, as

## Municipal Court Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 23<sup>rd</sup> day of October, 2023.

City of La Porte

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Louis R. Rigby, Mayor



# Proclamation

## Office of the Mayor

**WHEREAS**, Sharon Harris has nobly served the City of La Porte for just over 24 years, assisting elected officials, the City team, and the public with dedication and compassion; and

**WHEREAS**, Sharon grew up in Baytown but has long been a resident of La Porte, where she and her husband, Lester, have raised their daughters, Kierra and Kelsie, and have been active in the lives of their many friends and neighbors, as well as positively impacting the futures of local youth; and

**WHEREAS**, Sharon's first day with the City of La Porte was October 11, 1999, when she began as an administrative assistant in the City Secretary's Office, being named Deputy City Secretary in 2001. She has served with five mayors and acting mayors and approximately 31 councilpersons; earned and recertified four times the TMCA Texas Registered Municipal Clerk designation; received the IIMC Master Municipal Clerk certification; and achieved the credential of Registered Parliamentarian from the National Association of Parliamentarians (NAP); and

**WHEREAS**, Sharon now plans to travel, enjoy vacations in the Texas Hill Country, spend quality time with her grandbabies, and supervise home improvement projects that Lester is not yet aware of. She also plans to continue to put all her municipal clerk certifications and knowledge to great use; and

**WHEREAS**, the City of La Porte does hereby and with great pleasure commend Sharon Harris for her long and valuable service to our community, embodying the leadership, kindness, and commitment that makes our city strong and valuable.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim October 23, 2023, as

## Sharon Harris Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 23<sup>rd</sup> day of October, 2023.

City of La Porte

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Louis R. Rigby, Mayor



# Proclamation

## Office of the Mayor

**WHEREAS**, Chief Lisa Camp began her EMS career when she was 17 years old, joining the Friendswood Volunteer Fire Department as a Firefighter/Emergency Management Tech. She completed her Paramedic training in 1987, later becoming a Certified Paramedic and, in 2000, a Licensed Paramedic; and

**WHEREAS**, Chief Camp has been a career emergency medical professional, serving with the City of La Porte Emergency Medical Service since October 1991, when she was hired as a Paramedic Driver. In 1996, Chief Camp was promoted to full-time Paramedic II and in 1998 she was placed in the then-new position as Paramedic III, currently equivalent to EMS Lieutenant. In 2004, Chief Camp became the Assistant EMS Chief and was then named as the EMS Chief in 2019. She was fifth Chief overall and first female Chief for the City of La Porte Emergency Medical Service, a position she has now held for four years; and

**WHEREAS**, Chief Camp earned her bachelor's degree in public management from the UH-Clear Lake and completed her Certificate of Public Manager (CPM) program through Sam Houston State University. Chief Camp has worked to improve the lives of residents by coordinating the Division's continuing education training, Community CPR Training, Childhood Immunization, and Child Safety Seat Programs, and has played an integral role in the Standing Direct Orders (SDO) Protocol development during her tenure. Chief Camp has represented the City of La Porte and the EMS Division around the community, most often in her many years of activity with the Rotary Club and the LPISD mentorship program; and

**WHEREAS**, the City of La Porte does hereby commend Chief Lisa Camp for her more than 32 years of service to the City and throughout our community and wish her the very best in her retirement.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim October 23, 2023, as

## Lisa Camp Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 23<sup>rd</sup> day of October, 2023.

City of La Porte

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Louis R. Rigby, Mayor

**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  
OCTOBER 9, 2023**

The City Council of the City of La Porte met in a regular meeting on Monday, October 9, 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, Brandon Lunsford, Brent McCaulley, Chuck Engelken, Bill Bentley, Rick Helton, Jay Martin, Robbie McLarrin, Mandi Williams

**Councilpersons attending remotely:** None

**Councilpersons absent:** None

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

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m.
2. **INVOCATION** – The invocation was given by Brian Christen, La Porte Community Church, and the pledges were led by Councilperson Martin.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
  - (a) Proclamation in recognition of National Domestic Violence Awareness and Prevention Month. [Louis R. Rigby]
  - (b) Proclamation in recognition of National Fire Prevention Week. [Louis R. Rigby]
  - (c) Recognition of City employees for years of service. [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.)*

Joseph Thomas of Post 319 of the American Legion invited Councilpersons and the public to the Legion's fall events.
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 the minutes of the September 25, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]
  - b. Adopt Resolution 2024-01, appointing members of the La Porte City Council to serve as the City of La Porte's 2024 Representative and Alternate Representative to the H-GAC General Assembly and Board of Directors (annual item). [Louis R. Rigby, Mayor]
  - c. Approve the range rebuild project utilizing Haz Mat Special Services, LLC, to remove the existing blocks and materials for \$13,990.00 and Action Target for constructing a rubberized pellet bullet trap range utilizing GSA Contract GS07F0482Y for \$144,000.00, purchase of

miscellaneous building materials for \$8000.00, and contingency amount of \$8,299.50 for a total authorization of \$174,289.50. [Doug Ditrich, Chief of Police]

- d. Award Bid #23030 'Golf Course Cart Path and Bulkhead Repair' to Aztec Remodeling and Landscaping Corporation, Inc. in the amount of \$145,320.00, and authorize the City Manager to execute a construction contract and provide for a contingency in the amount of \$14,532.00, for a total authorization of \$159,852.00. [Billy Stoker, Bay Forest Golf Course General Manager]
- e. Award Bid #23032 'Annual Requirements Contract for Asphalt Street Overlay' to Forde Construction, Inc. and authorize the City Manager to execute a construction contract, not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- f. Award Bid #23034 'Sanitary Sewer Rehabilitation' to Vortex Services, LLC and authorize the City Manager to execute a construction contract not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- g. Award Bid #23035 'TV Inspection and Cleaning of Storm Sewer and Sanitary Sewer Lines' to AAA Flexible Pipe Cleaning Co., Inc. and authorize the City Manager to execute a service contract not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- h. Award Bid #23036 'Bulk Fuel' to Pinnacle Petroleum, Inc. and authorize the City Manager to execute a contract for bulk fuel delivery, not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- i. Approve Fiscal Year 2023-24 vehicle and equipment replacement purchases from TIPS and Sourcewell cooperative purchasing programs, totaling \$234,740.82. [Ray Mayo, Director of Public Works]
- j. Authorize an expenditure not to exceed \$150,000 from Bound Tree Medical, LLC. utilizing BuyBoard cooperative contract #704-23 for the procurement of medical supplies and pharmaceuticals. [Lisa Camp, EMS Chief]
- k. Authorize an expenditure not to exceed \$33,000.00 by the La Porte Development Corporation to fund a one-year agreement between the City of La Porte, Texas, and The Retail Coach, LLC for recruitment and development services. [Matt Daeumer, Assistant City Manager]
- l. Authorize the City Manager to execute a renewal agreement with CentralSquare for the ONESolution Enterprise Resource Planning (ERP) software in the amount of \$308,061.60. [Darren Withers, IT Manager]

The Mayor announced item c would be handled separately. Mayor Pro Tem Engelken moved to adopt consent agenda items a, b, and d through l; Councilperson Bentley seconded the motion; the motion was adopted, 9-0.

For item c, the Mayor announced the City Manager had asked that only the second portion of the item be considered, for the range rebuild project utilizing Action Target to construct a rubberized pellet bullet trap range utilizing GSA Contract GS07F0482Y for \$144,000.00, and for a purchase of miscellaneous building materials for \$8000.00, with a contingency of \$8,299.50 for a total authorization of \$160,299.50 in total. Mayor Pro Tem Engelken moved to approve the range rebuild project utilizing Action Target to construct a rubberized pellet bullet trap range utilizing GSA Contract GS07F0482Y for \$144,000.00, and for a purchase of miscellaneous building materials for \$8000.00, with a contingency of \$8,299.50 for a total authorization of \$160,299.50 in total; the motion was adopted, 9-0.

## **6. STATUTORY AGENDA**

- a. Adopt Ordinance 2023-3951 authorizing the City Manager to execute a Water Service Agreement between the City of La Porte and G & H Towing Company for provision of potable water to the tugboat docking facility at the San Jacinto Maritime Campus at 3700 Old Highway 146, in the Pasadena Industrial District. [Ray Mayo, Director of Public Works]

Mayor Pro Tem Engelken moved to adopt Ordinance 2023-3951, authorizing the City Manager to execute a Water Service Agreement between the City of La Porte and G & H Towing Company for provision of potable water to the tugboat docking facility at the San Jacinto Maritime Campus at



3700 Old Highway 146, in the Pasadena Industrial District; Councilperson Bentley seconded the motion; the motion was adopted, 9-0.

- b. Presentation, discussion and possible action to provide staff direction on proposed regulations for short-term rental (STR) use in the City of La Porte. [Teresa Evans, Director of Planning and Development]**

Ms. Evans reviewed proposed updates to the regulations. The Council requested strong enforcement provisions. Mayor Rigby moved that staff take the direction given this evening and return with an updated ordinance for consideration; the motion was seconded by Mayor Pro Tem Engelken; the motion was adopted, 9-0.

## **7. REPORTS**

- a. Presentation of Quarterly Strategic Plan Update. [Matt Daeumer, Assistant City Manager]**

Mr. Daeumer provided highlights from the quarterly Strategic Plan update.

- b. Receive report of the Drainage and Flooding Committee meeting. [Councilperson Martin]**

Councilperson Martin reported the Committee met and received updates on drainage projects and set the next meeting for November 13.

## **8. ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission meeting, October 19
- La Porte Development Corporation Board of Directors meeting, October 23
- City Council meeting, October 23
- Zoning Board of Adjustment meeting, October 26

City Manager Corby Alexander said the Texas Water Development Board's Board of Directors met and approved \$13.8 million for the City's request for the Lomax lift station project.

- 9. 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 said the Galveston Bay Foundation acquired a large parcel next to Shady River to be a wildlife preserve; reported a successful weekend event by the Rotary Club at the Lomax Arena and thanked Kayla and Gabriel for their assistance; commended Jeff at the SPORT Center for his work with local youth; discussed the appointment of Denise Mitrano as an associate judge; recounted the event at the La Porte Historic Colored Schoolhouse on its 60<sup>th</sup> anniversary and the interesting presentation made; and shared that some Councilpersons had attended the Texas Municipal League's Annual Conference last week.

- 10. ADJOURN – Without objection, the meeting was adjourned at 7:10 p.m.**

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Lee Woodward, City Secretary



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 23, 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:** Vehicle and Equipment Quotes

Appropriation	
Source of Funds:	<u>Various 009</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>\$1,332,367.00</u>
Amount Requested:	<u>\$1,222,805.50</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

### SUMMARY & RECOMMENDATION

Quotes have been received for vehicles, equipment and up-fitting eligible for replacement in the FY 2023–24 Vehicle Replacement Program. Quotes were received through the following cooperative purchasing programs; TIPS contract 210907, BuyBoard contract 650-21, HGACBuy contract HT06-20 and Sourcewell contracts 011723-JDC and 070821-LPI. This is the second round of FY 2023-24 equipment replacement purchase approvals. All units shown are being replaced with a same-type vehicle or equipment. One (1) five-year old ambulance module is being re-conditioned and mounted on a new cab and chassis. The full ambulance includes a credit for \$25,000.00 on the trade in of the replaced vehicle.

VENDOR	BUDGET ITEM	BUDGETED	BID	USER
Lake Country Chevrolet.	7) Chevrolet Tahoe PPV	\$443,891	\$344,254.75	PD Patrol
Lake Country Chevrolet	2) Chevrolet Tahoe PPV	\$95,672	\$96,758.50	PD / CID
Mac Haik Dodge Chrysler Jeep	1) Dodge Ram 4500 with module re-mount	\$199,037	\$192,675.00	EMS
Mac Haik Dodge Chrysler Jeep	1) Dodge Ram 4500 with new ambulance module	\$321,744	\$320,604.00	EMS
Wowco	1) Land Pride HD Mowing Deck	\$9,548	\$6,806.25	Streets

Houston Freightliner	1) Freightliner with Dump Bed	\$147,538	\$149,857.00	Streets
Doggett Heavy Machinery	1) John Deere Backhoe / Loader	\$114,937	\$111,850.00	Streets
<b>Totals</b>		<b>\$1,332,367.00</b>	<b>\$1,222,805.50</b>	

**Miscellaneous:**

- a) The vehicles to be purchased with this agenda request will replace existing vehicles that are now at the end of their service lives with funding from the Vehicle Replacement Fund.
- b) The budgeted amount listed in the table for the replacement vehicles represents the total funds deposited by each department through FY 2022-23 in the form of lease fees paid by the department over the lease term designated for each vehicle. Funds for motor pool shortage and fleet up-fitting were approved in some FY 2023-24 divisional budgets. Small fund shortages are paid from the divisional motor pool account and repaid by division in the following budget cycle.
- c) The amounts listed in the table for vehicles/equipment are the funding amounts approved by Council for the FY 2023-24 budget for equipment replacement. Each division will pay lease fees over the life of the units to establish a funded amount for future replacements.
- d) The balance remaining (funded amount minus replacement costs) either remains in the divisional motor pool account to pre-fund a portion of the replacement vehicle or is sometimes utilized by the division for up-fitting equipment. (e.g. light bar, trailer hitch, patrol unit up-fitting).

Staff recommends purchase of the listed vehicles and equipment through cooperative purchasing programs. The Purchasing Division of the Finance Department has reviewed the recommendation for vehicle and equipment purchases and is in support of this recommendation. Contract pricing was checked on Cooperative Purchasing Programs.

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**STRATEGIC PLAN STRATEGY AND GOAL**

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

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**ACTION REQUIRED BY CITY COUNCIL**

**Approval awarding the following purchases:**

- 1. Nine (9) Chevrolet Tahoe PPV to Lake Country Chevrolet for \$441,013.25;**

2. One (1) Dodge Ram 4500 ambulance re-mount to Mac Haik Dodge Chrysler Jeep for \$192,675;
3. One (1) Dodge Ram 4500 with new ambulance module to Mac Haik Dodge Chrysler Jeep for \$320,604.00;
4. One (1) Land Pride Heavy Duty Mowing Deck to Wowco for \$6,806.25;
5. One (1) Freightliner cab and chassis with Dump bed to Houston Freightliner for \$149,857.00
6. One (1) John Deere Backhoe/Loader to Doggett Heavy Machinery for \$111,850.00

Approve Fiscal Year 2023-2024 vehicle and equipment replacement purchases from TIPS, #210097, BuyBoard, #650-21, HGACBuy, #HT06-20, and Sourcewell , #011723-JDC and #070821-LPI, cooperative purchasing programs totaling \$1,222,805.50 [Ray Mayo, Director of Public Works]

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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

53-10, 53-11, 53-14

53-16, 53-19, 53-31

53-32



## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: LA PORTE PD WITH SPOTPrepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COMProduct Description: CHEVY TAHOE PPVDate: September 20, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 35,524.00

## B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2024 TAHOE PPV 2WD	\$ 1,175.00			
L84	5.3L V8 W/AUTOMATIC	\$ -	5T5	VINYL BACK SEAT	\$ -
MQC	10 SPEED TRANS	\$ -			
6J7	FLASHER SYSTEM, HEAD & TAIL LAMP	\$ 50.00		REAR PARK ASSIST / REAR CAMERA	
AMF	KEY FOBS	\$ 75.00		WHEELS 20"X9" STEEL	
PQA	1FL SAFETY PACKAGE	\$ 395.00		ASSIST STEPS	
T53	RED & BLUE LID WARNING LIGHTS	\$ 765.00			
Total of B. Published Options:					\$ 2,460.00

Published Option Discount (5%) \$ (123.00)

## C. \$= 2.1 %

Description	Bid Price	Options	Bid Price
LEFT HAND LED SPOT LIGHT	\$ 800.00	EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH HIT	
		ESTIMATE ONLY/**	
		NO GM PRICING YET**	
Total of C. Unpublished Options:			\$ 800.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00F. Contract Price Adjustment: FY24 ESTIMATE\$ 9,995.00G. Additional Delivery Charge: 99 miles\$ 173.25

H. Subtotal:

\$ 49,179.25I. Quantity Ordered 7 x H =\$ 344,254.75

J. Trade in: \_\_\_\_\_

\$ -

K. \_\_\_\_\_

L. Total Purchase Price

\$ 344,254.75

56-01, 56-02



## PRODUCT PRICING SUMMARY

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: LA PORTE PD

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Product Description: CHEVY TAHOE PPV

Date: September 20, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 35,524.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2024 TAHOE PPV 2WD	\$ 1,175.00			
L84	5.3L V8 W/AUTOMATIC	\$ -	5T5	VINYL BACK SEAT	\$ -
MQC	10 SPEED TRANS	\$ -			
6J7	FLASHER SYSTEM, HEAD & TAIL LAMP	\$ 50.00		REAR PARK ASSIST / REAR CAMERA	
AMF	KEY FOBS	\$ 75.00		WHEELS 20"X9" STEEL	
PQA	1FL SAFETY PACKAGE	\$ 395.00		ASSIST STEPS	
T53	RED & BLUE LID WARNING LIGHTS	\$ 765.00			
Total of B. Published Options:					\$ 2,460.00

Published Option Discount (5%)

C. \$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH H/T	
		ESTIMATE ONLY/**	
		NO GM PRICING YET**	
Total of C. Unpublished Options:			\$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment: FY24 ESTIMATE

\$ 9,995.00

G. Additional Delivery Charge: 99 miles

\$ 173.25

H. Subtotal:

\$ 48,379.25

I. Quantity Ordered 2 x H =

\$ 96,758.50

J. Trade in:

K.

L. Total Purchase Price

\$ 96,758.50

# Customer Quote

59.45



9/29/2023 1:37:02 PM

Estimate No: Q3554-0001  
Quote Date: 9/29/2023  
Expiration Date: 12/27/2023  
Salesperson: PB  
Payment Terms: Net 30

Invoice To: 10529  
La Porte EMS  
City of La Porte  
604 West Fairmont Parkway  
La Porte TX 77571  
US

Deliver To:  
La Porte EMS  
City of La Porte  
604 West Fairmont Parkway  
La Porte TX 77571  
US

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X Configurable EMS Module, Remount	1.00	EA	\$	103,875.00	\$	103,875.00
E2880							
2	CHASSIS 2024 Ram 4500 Diesel	1.00	EA	\$	88,000.00	\$	88,000.00
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	\$	0.00	\$	0.00
4	BUY-BOARD Contract No. Ambulances 650-21	1.00	EA	\$	800.00	\$	800.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



# Customer Quote



9/29/2023 1:37:02 PM

Estimate No: Q3554-0001  
Quote Date: 9/29/2023  
Expiration Date: 12/27/2023  
Salesperson: PB  
Payment Terms: Net 30

No.	Item	Qty	U/M:		Unit Price		Net Amount
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## Remit To:

Frazer, Ltd.  
7219 Rampart Street  
Houston TX 77081

Sale Amount: 192,675.00  
Order Disc( 0.0000%): 0.00  
Surcharge: N/A  
Sales Tax: 0.00  
Misc Charges: 0.00  
Total Amount: 192,675.00

*Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. ;*

Prod

Frazer, Ltd.

Page 2 of 2

pbrown

# Customer Quote

9/29/2023 1:24:39 PM



59.46

Estimate No: Q3536-0001  
Quote Date: 9/29/2023  
Expiration Date: 12/27/2023  
Salesperson: PB  
Payment Terms: Net 30

Invoice To: 10529

La Porte EMS  
City of La Porte  
604 West Fairmont Parkway  
La Porte TX 77571  
US

Deliver To:

La Porte EMS  
City of La Porte  
604 West Fairmont Parkway  
La Porte TX 77571  
US

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 14' Module	1.00	EA	\$	255,700.00	\$	255,700.00
2	CHASSIS 2024 RAM 4500 Diesel	1.00	EA	\$	88,000.00	\$	88,000.00
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	\$	0.00	\$	0.00
4	BUY-BOARD BuyBoard Contract # 650-21	1.00	EA	\$	800.00	\$	800.00
BuyBoard fee per contract Ambulance 570-18							
5	14389-BLK Bin-Hang/Stack, Large, Black	12.00	EA	\$	28.00	\$	336.00
(Customer requests "Tactical Black" if available)							
6	14390-BLK Bin-Hang/Stack, Small, Black	48.00	EA	\$	16.00	\$	768.00
(Customer requests "Tactical Black" if available)							
10	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. .

# Customer Quote



9/29/2023 1:24:39 PM

Estimate No: Q3536-0001  
Quote Date: 9/29/2023  
Expiration Date: 12/27/2023  
Salesperson: PB  
Payment Terms: Net 30

No.	Item	Qty	U/M:		Unit Price		Net Amount
11	TRADE-IN	1.00	EA	\$	-25,000.00	\$	-25,000.00
	Trade In Allowance						

## Remit To:

Frazer, Ltd.  
7219 Rampart Street  
Houston TX 77081

Sale Amount: 320,604.00  
Order Disc( 0.0000%): 0.00  
Surcharge: N/A  
Sales Tax: 0.00  
Misc Charges: 0.00  
Total Amount: 320,604.00

*Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :*

71.44, 71.45



# CONTRACT PRICING WORKSHEET

Submission #	4903
Date Prep:	10/5/2023

This Worksheet is prepared by LAND PRIDE and given to Sourcewell Member Organization.

Land Pride - Troy L. Olson National Accts. Mgr. - 1-888-987-7433

Buying Agency:	City of LaPorte	Dealer Number:	092235	Dealer Name:	WOWCO
Contact Person:	Donnie Poplaski	Dealer Contact:	Wade Smith		
Phone:	281-470-5114	Phone:	281-383-3100		
Sourcewell Member No.		Email:			
Email:		Ship To Location:	Baytown		

Product Code:	RCF3672	Description:	Land Pride HD Cutter (LP2032)
---------------	---------	--------------	-------------------------------

A. Product Item Base Unit Price Per Contractor's Sourcewell Contract (Contract # 070821-LPI):	\$7,585.00
---	------------

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable.  
Note: ( Published Options are options which were submitted and priced in Contractors' bid.)

Description	Cost	Description	Cost
01 - Front Chain Guard	\$366.00		
41 - Rear Chain Guard	\$524.00		
82 - Orange	\$0.00		
90 - Std. Blade Carrier	\$0.00		
		<b>Subtotal B:</b>	\$890.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		<b>Subtotal from additional sheet(s):</b>	
		<b>Subtotal C:</b>	\$ -

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered :	1	X Subtotal of A+B+C :	8,475	= Subtotal D:	\$ 8,475.00
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E. Other Charges, Trade Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Freight (GP): ONLY	\$0.00		
Set-up:	\$250.00		
Delivery:	\$200.00		
		<b>f. Total Purchase Price (D+E) :</b>	<b>Subtotal E:</b> \$ 450.00
		<b>Discount Percentage :</b>	
		<b>Discount Total :</b>	\$ 2,118.75

Estimated Delivery Date :	TBD
---------------------------	-----

<b>F. Total Purchase Price (D+E) :</b>	\$ 6,806.25
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71-81

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only		Contract No.:	HT06-20	Date Prepared:	9/27/2023
<p>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <b>MUST</b> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</p>							
Buying Agency:	City of La Porte			Contractor:	Houston Freightliner		
Contact Person:	Donnie Poplaski			Prepared By:	Adam Neuse		
Phone:	281-470-5114			Phone:	713-580-8148		
Fax:				Fax:			
Email:	poplaskid@laportetx.gov			Email:	adam.neuse@houstonfreightliner.com		
Product Code:	D6	Description:	M2-106, Conventional Cab, SBFA, TRA (PRL-20M)				
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							79086
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b> (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
L9 350 HP 1050 LB FT TQ ENGINE		10197	Premium High Back Driver Seat		318		
3000 RDS AUTOMATIC TRANSMISSION		5089	Front Sun Visor		210		
DA-F-16.0-5 16,000 LB FRONT AXLE		1462	Battery Disconnect MTD LH of Driver Seat		150		
16,000 LB TAPER LEAF FRONT SUSPENSION		833	Premium Cab Insulation		140		
MT-40-14X 40,000 LB REAR AXLES		442	Adjustable Steering Column		359		
TUFTRAC GEN2 40,000 LB REAR SUSPENSION		2742	Dual West Coast Mirrors w/LH-RH Remote		215		
Trailer Towing Package		812	13 Gallon DEF Tank		79		
Driver Controlled Differential Lock (Both Axles)		1124	Air Cab Mounts		91		
177" Wheelbase		517	Positive and Negative Jump Starts Mtd on Frame Next to Starter		69		
11/32x3-1/2x10-15/16" Frame 120KSI		464	Special Warren 14' Dump Body		31000		
1/4" Inner Frame Reinforcement		775	Subtotal From Additional Sheet(s):				
RH Outboard Under Step Mtd Horizontal Aftertreatment with v		617	Subtotal B:		57705		
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b> (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
CHELSEA PTO - CHL280GGFIP B5RK		2522					
6S/6M ABS with Traction Control with Hill Start		701	Subtotal From Additional Sheet(s):		0		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT		218	Subtotal C:		3441		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		3%	
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>							
Quantity Ordered:	1	X Subtotal of A + B + C:		140232	=	Subtotal D:	140232
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>						Subtotal E:	1000
<b>F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>							
Description		Cost	Description		Cost		
Freightliner Standard Destination Charge		3375	24MY/23CY Pricing Surcharge		3750		
			M2/SD Plus Model Escalator		1500		
			Subtotal F:		8625		
Delivery Date:				<b>G. Total Purchase Price (D+E+F):</b>		149857	



71-94

**DOGGETT**

### Quote Summary

**Prepared For:**

CITY OF LA PORTE  
3001 N 23RD ST  
LA PORTE, TX 77571  
Business: 281-470-5117  
DAVISA@LAPORTETX.GOV

**Prepared By:**

PATRICK NICKERSON  
Doggett Heavy Machinery  
9111 North Freeway  
Houston, TX 77037  
Phone: 713-679-6700  
patrick.nickerson@doggett.com

**Quote Id:** 29655682

**Expiration Date:** 31 December 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 310 P-Tier Backhoe Loader	\$ 111,850.00 X	1 =	\$ 111,850.00
SOURCEWELL CONTRACT #011723-JDC	\$ 0.00 X	1 =	\$ 0.00
City of La Porte Sourcewell Member Account # 116086	\$ 0.00 X	1 =	\$ 0.00
John Deere Extended Warranty-48 Month 4000 Hour Powertrain and Hydraulic Warranty	\$ 0.00 X	1 =	\$ 0.00
<b>Equipment Total</b>			<b>\$ 111,850.00</b>

**Quote Summary**

Equipment Total	\$ 111,850.00
SubTotal	\$ 111,850.00
Total	\$ 111,850.00
<b>Balance Due</b>	<b>\$ 111,850.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>10-23-23</u> Requested By: <u>Doug Ditrich, Chief of Police</u> Department: <u>Police</u> <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	<table border="1"><thead><tr><th colspan="2">Appropriation</th></tr></thead><tbody><tr><td>Source of Funds:</td><td>_____</td></tr><tr><td>Account Number:</td><td>_____</td></tr><tr><td>Amount Budgeted:</td><td>_____</td></tr><tr><td>Amount Requested:</td><td>_____</td></tr><tr><td>Budgeted Item:</td><td><input checked="" type="radio"/> Yes   <input type="radio"/> No</td></tr></tbody></table>	Appropriation		Source of Funds:	_____	Account Number:	_____	Amount Budgeted:	_____	Amount Requested:	_____	Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No
Appropriation													
Source of Funds:	_____												
Account Number:	_____												
Amount Budgeted:	_____												
Amount Requested:	_____												
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No												

Exhibits:

### SUMMARY & RECOMMENDATION

Article III, Section 54-63 of the Code of Ordinances and the Texas Government Code, Section 341.012 (g), both entitled "Police Reserve Force," require that persons appointed by the Chief of Police as reserve police officers must be approved by City Council before they may carry a weapon or otherwise act as a peace officer. The Police Department currently has a policy in place governing a Reserve Police Officer Program and currently has one reserve officer and is seeking to appoint another.

Lieutenant Bradley Stewart retired from full time employment with the La Porte Police Department on October 6, 2023 after honorably serving the City of La Porte for nearly 27 years. During his tenure Officer Stewart served in a variety of roles with a substantial amount of time working with the community as a Support Services supervisor. He has many community contacts and is well versed in the police department operations. He has made presentations to many local businesses on "run, hide, fight" which teaches appropriate responses during active shooter incidents. He is also a firearms instructor capable of providing assistance at the firing range. If appointed as a reserve officer, Mr. Stewart can assist the department during monthly range days as well as with community programs such as National Night Out, Back the Blue, Blue Santa, and Sylvan Beach Day. Furthermore he can be of assistance in providing active shooter training to civilian groups and businesses.

The Department finds retired officer Lee Stewart to be a highly qualified candidate who is currently a licensed peace officer through the Texas Commission on Law Enforcement and has passed all required screenings to be employed by the La Porte Police Department. As such requests that City Council approve his appointment to the Police Reserve Force. If appointed the department will ensure Officer Stewart receives all required training to keep his peace officer license in good standing.

### STRATEGIC PLAN STRATEGY AND GOAL

The addition of two Reserve Officers directly supports the following of the City's 2023 Strategic Plan Guiding Principles:



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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**

**Approve the appointment of Bradley Lee Stewart to the La Porte Police Reserve Force.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

---

**Date**



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 23, 2023  
Requested By: Doug Ditrich, Chief of Police  
Department: Police Department  
☐ Report ☒ Resolution ☐ Ordinance

**Exhibits:** Resolution 2024-02 - STEP IDM Grant and Texas Traffic Safety Program Grant Agreement

Appropriation	
Source of Funds:	001 – General Fund 032 - Grant Fund
Account Number:	001-5253-521-XXXX 032-5253-521-1020
Amount Budgeted:	\$1,693.57 \$5,988.58
Amount Requested:	\$7,682.15
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

### SUMMARY & RECOMMENDATION

The La Porte Police Department has made its annual application for the TXDOT Impaired Driving Mobilization (IDM), STEP grant concerning overtime reimbursement for the fiscal year 2023-24. This will mark the fifth year for which the Department has applied for the grant. Officers working the grant are assigned to specific areas where motor vehicle crashes are historically high and where significant injury and sometime fatal injuries occur. Officers working the IDM grant have performed more than 150 traffic stops in the last two (2) years and have made 1 arrest for DWI. The enforcement periods coincide with holidays and spring break and run from 6:00pm to 6:00am. TXDOT has preliminarily approved the award and forwarded the attached grant agreement for the City Council's consideration and approval.

The grant will reimburse the City up to \$5,988.58, with matching contributions for the City of \$1,693.57. The available hours are posted and can only be filled by staff members during hours that they are not working a regular shift. Although the grant pays only overtime, as in past years, the Police Department will continue to meet the match through administrative costs and employee benefits.

Staff recommends City Council adopt Resolution 2024-02 to move forward with the TXDOT IDM grant.

### STRATEGIC PLAN STRATEGY AND GOAL

Participation in the 2024 STEP Impaired Driving Mobilization Grant supports the following of the City's 2023 Strategic Plan Guiding Principles by building better relationships with our TXDOT partner (Governance 1.1) :

*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.*

### ACTION REQUIRED BY CITY COUNCIL

**Adopt Resolution 2024-02 authorizing the City Manager to execute the TXDOT IDM grant award and other documents for the TXDOT Impaired Driving Mobilization STEP Grant.**

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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**

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## **RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE ALL DOCUMENTS PERTAINING TO THE STEP IMPAIRED DRIVING MOBILIZATION GRANT, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE FISCAL YEAR 2024**

**WHEREAS**, injuries and deaths from impaired driving violations and crashes bring loss and suffering to the citizens of this community; and

**WHEREAS**, the cost of such injuries brings economic hardship to families and communities; and

**WHEREAS**, the community's health care system and emergency response resources are significantly impacted by injuries of commercial motor vehicle traffic crashes; and

**WHEREAS**, research shows that impaired driving is a causative factor in many vehicle traffic crashes; and

**WHEREAS**, failure to obey laws in regard to impaired driving,

**WHEREAS**, the National Highway Traffic Safety Administration has shown that fatalities due to driving while impaired are significant in Harris County, Texas and;

**WHEREAS**, the Impaired Driving Mobilization - STEP includes public education and intensified law enforcement to compel the community and drivers to comply with laws regarding driving while impaired;

**NOW THEREFORE, BE IT RESOLVED** that the City of La Porte approves the City Manager to execute all documents for Impaired Driving STEP Grant for December 13, 2023, through September 2, 2024; joining public and private sector leaders across Texas supporting the campaign; urging all residents and visitors of La Porte to abide by traffic laws, to protect life and the quality of life in this community.

**NOW THEREFORE, BE IT RESOLVED** that the City of La Porte approves the City Manager to execute all documents for Impaired Driving STEP Grant for December 13, 2023, through September 2, 2024; joining public and private sector leaders across Texas supporting the campaign; urging all residents and visitors of La Porte to abide by traffic laws, to protect life and the quality of life in this community.

**Section 1.** The City Council of the City of La Porte, Texas authorizes the City Manager to submit and execute all documents pertaining to the STEP Impaired Driving Mobilization Grant, through the Texas Department of Transportation, for the Fiscal Year 2024.

**Section 2.** All resolutions or parts of resolutions of the City of La Porte, Texas, in conflict with any provision contained herein is hereby repealed to the extent of any conflict.

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

**Section 4.** The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, 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 resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 5.** This resolution shall be in effect from and after its passage and approval.

**PASSED AND APPROVED this, the \_\_\_\_\_ day of \_\_\_\_\_, 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

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2024**

**Organization Name:** City of La Porte Police Department

**Legal Name:** City of La Porte

**Payee Identification Number:** 17460015526006

**Project Title:** STEP - Impaired Driving Mobilization

**ID:** 2024-LaPorte-IDM-00013

**Period:** 12/10/2023 to 09/02/2024

**GENERAL INFORMATION**

Project Title : STEP - Impaired Driving Mobilization

Project Description : To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign

How many years has your organization received funding for this project? This will be our fifth or more year.



**PROPOSING AGENCY AUTHENTICATION**

X The following person has authorized the submittal of this proposal.

Name	Corby Alexander
Title	City Manager
Address	604 W Fairmont Pkwy
City	La Porte
State	Texas
Zip Code	77571-3185
Phone Number	2814715020
Fax Number	
E-mail address	alexanderc@laportetx.gov
Project Director	

### **COMPLIANCE REQUIREMENTS**

**Unique Entity Identifier:** All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity  
Identifier      MKHHGHLBRNT5  
(UEI) :

Please upload a  
screen capture  
or print-as-pdf  
version of the [https://www.dot.state.tx.us/apps/egrants/\\_Upload/1256510\\_341462-Sam.gov.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/1256510_341462-Sam.gov.pdf)  
SAM.gov  
webpage with  
UEI number

#### **2 C.F.R. Part 200 Compliance**

Enter the Begin Date and End Date of your Agency's Fiscal Year 2024

Begin Date : 10/1/2023    End Date : 9/30/2024

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov)

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

#### **STEP Operating Policies and Procedures**

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Please click here for [STEP Policies and Procedures requirements.](#)

If your agency has approved STEP Operating Policies and Procedures, please upload here :

[https://www.dot.state.tx.us/apps/egrants/\\_Upload/1256510\\_341463-STEPPolicywithCoverSheet.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/1256510_341463-STEPPolicywithCoverSheet.pdf)

City of La Porte Police Department  
STEP - IDM - 2024

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If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS** *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### **ARTICLE 3. COMPENSATION**

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.



B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:



1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

## **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

## **ARTICLE 9. INDEMNIFICATION**

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.



B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **ARTICLE 10. DISPUTES AND REMEDIES**

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

#### **ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

#### **ARTICLE 15. GRATUITIES**

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

#### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through



E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

#### **ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** (applies to subrecipients as well as States)

##### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.



2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered



transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING** (applies to subrecipients as well as States)

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,



renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>;



and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 28. SINGLE AUDIT REPORT**

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov)

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### **ARTICLE 29. BUY AMERICA ACT** (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **ARTICLE 30. RESTRICTION ON STATE LOBBYING** (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION** (This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

**ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM**

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

**RISK ASSESSMENT SUBGRANTEE**

- |   |     |
|---|-----|
| 1. Number of funded projects with TxDOT in the current fiscal year  | 4   |
| 2. Number of funded projects with TxDOT in the previous fiscal year   | 4   |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | No  |
| 4. When did the agency update its grant operating policies and procedures   | Unk |
| 5. Has your agency ever terminated a grant project prior to the grant year ending?  | No  |
| 6. Number of personnel to be hired to work on this project  | 1   |
| 7. Will the personnel working on this grant splitting time on multiple projects?  | Yes |

**COUNTY SERVED**

Harris County - Houston District



**POLITICAL DISTRICT SERVED**

Select a Political District Served ([View a map](#)):

U.S. Congress\* Congressional District 36

Texas Senate\* Texas Senate District 11

Texas House\* Texas House of Representatives District 128  
Texas House of Representatives District 129

### **GOALS STRATEGIES AND OPERATIONAL PLAN**

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.  
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities.

Strategy: Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

#### **Operational Plan**

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

	<b>Pre-Media Campaign</b>	<b>Enforcement Period</b>
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 10, 2023- December 12, 2023	December 13, 2023 - January 01, 2024
Spring Break Wave	March 04, 2024- March 06, 2024	March 07, 2024 - March 24, 2024
Independence Day Wave	June 18, 2024 - June 20, 2024	June 21, 2024 - July 07, 2024
Labor Day Wave	August 13, 2024 - August 15, 2024	August 16, 2024 - September 02, 2024

Comments:



Please mark all of your proposed zones for this mobilization on a single STEP-IDM heat map and upload that map here. Click [here](#) to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 220 and rounding to the nearest whole number.

[https://www.dot.state.tx.us/apps/egrants/\\_Upload/1262504\\_343563\\_1-2024IDMHeatMap.docx](https://www.dot.state.tx.us/apps/egrants/_Upload/1262504_343563_1-2024IDMHeatMap.docx)

XAgency agrees to conduct the engagement activities associated with this project as described

**LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE**

STEP enforcement grants are focused on reducing crashes, and Impaired Driving Mobilization (IDM) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where alcohol was involved (DUI). The blanks on this page represent the baseline number of KA crashes related to IDM enforcement efforts (DUI-KA), and the KA crash targets each agency hopes to achieve through IDM enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of DUI-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The target should reflect a reduction against the Baseline KA Crash number in the top box. The target should be less than the number of Baseline KA crashes.

**Baseline :** Jurisdictional average annual DWI/DUI KA crashes

4

**Target :** Enforcement activities to reduce total DWI/DUI KA crashes to

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

**PI&E OBJECTIVE/PERFORMANCE MEASURE**

X I agree to the below efforts with a public information and education (PI&E) program for each Enforcement Period.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

**ENFORCEMENT ZONES**

Zone Name	Zone 1
Zone Description	State Hwy 225 from Sens Rd. east to State Hwy 146, south to Main St, east to S. Broadway, south to Wharton Weems Blvd, west to State Hwy 146, north to Fairmont Pkwy, west to Bay Area Blvd., north to State Hwy 225; 3.9 sq' miles
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/1262511_341218-2024IDMZone1.docx">https://www.dot.state.tx.us/apps/egrants/_Upload/1262511_341218-2024IDMZone1.docx</a>
Additional Documentation	

**ENFORCEMENT ZONES**

Zone Name	Zone 2
Zone Description	State Hwy 225 from La Porte western city limits E/B to State Hwy 146; 3.89 linear miles
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/1262519_341218-IDMZone2.docx">https://www.dot.state.tx.us/apps/egrants/_Upload/1262519_341218-IDMZone2.docx</a>
Additional Documentation	

**AGENCY INFORMATION**

**Agency Contacts**

- |  |                     |
|--|---------------------|
| 1. Who is your department's Chief/Sheriff/Constable?   | Doug<br>Ditrich     |
| 2. How many years has that person held that position at this agency?                             | 1                   |
| 3. Who is the person in charge of training at your department?                                   | Tracy Phelan        |
| 4. Please provide their work email and telephone number.   | phelant@laportetx.  |
| 5. What is the name of the person in charge of your department's official social media accounts? | Scott Pullig        |
| 6. Please provide their work email and telephone number.   | pulligs@laportetx.g |

**Service Data**

- |  |       |
|--|-------|
| 1. What is the size in square miles of your department's service area?         | 18.6  |
| 2. What is the latest estimated population of your service area?               | 34976 |
| 3. How many sworn officer positions is your agency authorized?                 | 84    |
| 4. How many of those positions are currently filled?                           | 72    |
| 5. How many total calls for service did your agency log in the past 12 months? | 40814 |
| 6. How many total crashes did your agency respond to in the past 12 months?    | 1175  |
| 7. How many total vehicle stops did your agency make in the past 12 months?    | 11240 |

City of La Porte Police Department  
STEP - IDM - 2024

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1. How many total vehicle stops did your agency make in the past 12 months? 14240

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No

2. Does your department have a traffic unit? Yes

3. Does your department have a DWI unit? No

4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No

5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No

6. Does your department have at least one data analyst? Yes

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties?

9. Are there any officially designated bicycle routes in your service area? Yes

**SALARIES AND FRINGE BENEFITS**

Law Enforcement Hours: 102								
X Overtime Regular Time								
For Sections B (PI&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
<b>A. Enforcement</b>								
Officers/Deputies:	82		\$55.053	\$4,514.35		\$4,514.35	28.28%	\$1,276.66
Sergeants:	10		\$66.423	\$664.23		\$664.23	28.28%	\$187.84
Lieutenants/Other:	10		\$81.000	\$810.00		\$810.00	28.28%	\$229.07
<b>B. PI&amp;E Activities</b>								
PI&E Activities:			\$0		\$0		%	\$0
<b>C. Administrative Duties</b>								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
<b>Total:</b>				\$5,988.58	\$0	\$5,988.58		\$1,693.57
<b>Category</b>		<b>TxDOT</b>	<b>%</b>		<b>Match</b>		<b>%</b>	<b>Total</b>
Salaries:		\$5,988.58	100.00%		\$0		0.00%	\$5,988.58
Fringe Benefits:		\$0	0.00%		\$1,693.57		100.00%	\$1,693.57
<b>Breakdown of Fringe Percentages:</b> FICA 7.65% TMRS 16.28% W/Comp 4.35% Total 28.28%								
Details of regular time, if included in any of the above hours :								



### Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$5,988.58	\$0	\$5,988.58
(200)	Fringe Benefits	\$0	\$1,693.57	\$1,693.57
	Category I Sub-Total	\$5,988.58	\$1,693.57	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$5,988.58	\$1,693.57	\$7,682.15
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$5,988.58	\$1,693.57	\$7,682.15
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$5,988.58	\$1,693.57	\$7,682.15
	Fund Sources (Percent Share)	77.95%	22.05%	





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>10-23-2023</u>	<b>Appropriation</b>
Requested By: <u>Doug Ditrich, Chief of Police</u>	Source of Funds: <u>CIP Budget</u>
Department: <u>Police</u>	Account Number: <u>015-5253-521-1100</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$225,658</u>
	Amount Requested: <u>\$13,990</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Haz Mat Special Services Quote

### SUMMARY & RECOMMENDATION

During the April 2023 Council Retreat, the City Council received a report on the collapsed block wall at the La Porte Police Department gun range and a proposed rebuilding project. Council directed staff to proceed with the proposed project and included \$225,658 in the FY 2024 budget for the implementation of the project.

The project consists of two phases. Phase 1 of the project includes removal and proper disposal of the existing lead-filled rubber blocks and miscellaneous materials from the site. This phase was tabled from any action during the October 9, 2023 council meeting. Phase 2 covers the installation of a new range system. City Council approved this phase which includes the installation of a rubber berm system, miscellaneous construction material costs and contingency for a total expenditure of \$160,299.50 during the October 9, 2023.

Staff requested quotes from three different vendors for Phase 1 and after receiving the quotes, the low bid was from Haz Mat Special Services, LLC, for \$13,990. This quote was substantially less than initially projected by staff; therefore, staff conducted follow up with the vendor who assured them the demolition could be completed within the requested scope of work, including all legal requirements for disposal of the debris. Staff also performed reference checks on Haz Mat Special Services and did not find any negative information that would exclude the vendor.

Haz Mat Special Services, LLC, obtained lead samples from existing rubber blocks and according to the vendor the results indicated the materials can be deposited at a Category 1, non-hazardous landfill. The vendor has identified a landfill to accept the debris if awarded the bid.

The Police Department recommends Council approve the Police Department to proceed with the range rebuild project utilizing Haz Mat Special Services, LLC, to remove the existing blocks and materials.

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### STRATEGIC PLAN STRATEGY AND GOAL

The removal of the existing rubber blocks and materials and rebuilding of the gun range utilized by the La Porte Police Department supports the City's 2023 Strategic Plan Guiding Principles:

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.*

Infrastructure and Utilities: *The City La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.*

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

**Approve phase 1 of the range rebuild project utilizing Haz Mat Special Services, LLC, to remove and dispose of the existing blocks and materials for \$13,990.00.**

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Approved for the City Council meeting  
agenda

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

\_\_\_\_\_  
Date



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 23, 2023

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** 07-09-18 Meeting Minutes; 10-22-18 Meeting Minutes; CDBG Award; Notification and Access Report; Bid Tabulation 23021; Recommendation of Award LAN; Recommendation of Award Harris County CSD; Bid from Environmental Allies; Section 3 Forms; Project Exhibits

### Appropriation

Source of Funds:	032 – Grants 050- Bond
Account Number:	032-7071-531-1100 050-7071-531-1100
Amount Budgeted:	032 – \$3,472,757 050 -- \$ 272,224
Amount Requested:	\$3,521,804.61
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

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## SUMMARY & RECOMMENDATION

City of La Porte Bid #23021, Northside Neighborhood Drainage Improvements Phase 2 was opened on September 12, 2023. The notice to bidders was advertised in the Houston Chronicle on August 19 and 26, 2023 and in the Bay Area Observer on August 17 and 24, 2023. The bid package was posted on Public Purchase and the city website. Sixty-four vendors were notified of the bid. Seventeen vendors downloaded the bid documents, with three (3) bids being received. The low bid was submitted by Environmental Allies, LLC in the amount of \$3,083,414.61. The design engineers, Lockwood Andrews and Newnam has prepared a letter of recommendation. Harris County Community Services has reviewed the bid documents and has concurred. The financial review of the contractor that was conducted by the Director of Finance is favorable.

The City of La Porte was awarded a grant allocation of \$3,472,757.00 from Harris County's Method of Distribution (MOD) for the Community Development Block Grant Disaster (CDGB-DR) Round 1 funds for Hurricane Harvey. This action was approved in Harris County Commissioner's Court on December 17, 2019. Recovery (CDBG-DR) grant funds are appropriated by Congress and allocated by U.S. Department of Housing and Urban Development to rebuild disaster-impacted areas. The City La Porte has retained Public Management, Inc. as the Grant Administrator for this project through RFP #18505 authorized October 22, 2018.

The goal of the Northside Neighborhood Drainage Improvement Project is to improve the functionality of the storm sewer system and increase the level of service along North 6<sup>th</sup> Street, between West Main Street and West Madison Street. To best utilize multiple grants awarded for this project, the overall project scope was broken into phases, with

the Phase 1 allocation of \$325,775.30 being utilized to construct the downstream storm water infrastructure required to provide the ultimate capacity needed for upstream improvements. Phase 1 construction was completed on March 28, 2022.

Phase 2 of the project includes placement of approximately 1000 feet of box culverts, and tunneled installation of another 420 feet of box culverts under the State Highway 146 corridor. The project limits are aligned with Polk Street right of way from North 11<sup>th</sup> to North 8<sup>th</sup> Street. Additionally, there will be four (4) detention areas constructed along the F-216 Channel corridor to mitigate the impacts of stormwater carried by the project.

Staff recommends the award of Bid #23021 to Environmental Allies, LLC of Houston, Texas for the base bid amount of 3,083,414.61. Staff requests a construction contingency of \$408,390, and \$30,000 for materials testing.

**Benefits:**

- Phase 2 of a multi-phase drainage project can be constructed.
- All construction costs are to be reimbursed by grant funds.

**Liabilities:**

- Delays in the project may incur cost increases that exceed budget.

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**STRATEGIC PLAN STRATEGY AND GOAL**

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

**3.3 Improve intergovernmental relationships with other agencies for drainage improvements.**

**3.5 Consider alternative flood control methods and techniques.**

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**ACTION REQUIRED BY CITY COUNCIL**

**Award of Bid #23021 Northside Drainage Improvements Phase 2 to Environmental Allies, LLC. in the amount of \$3,083,414.61 with a construction contingency in the amount of \$408,390.00 and \$30,000 for materials testing, for a total authorization of \$3,521,804.61.**

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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**



**LOUIS RIGBY**  
Mayor  
**JOHN ZEMANEK**  
Councilmember At Large A  
**DOTTIE KAMINSKI**  
Councilmember At Large B  
**DANNY EARP**  
Councilmember District 1  
**CHUCK ENGELKEN**  
Councilmember District 2



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

## **MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE JULY 9, 2018**

The City Council of the City of La Porte met in a regular meeting on **Monday, July 9, 2018**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Ojeda, Zemanek, K. Martin, Bentley, Kaminski, Engelken, and Earp. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander and Assistant City Attorney Clark Askins. Councilmember Jay Martin was absent.

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

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Dottie Kaminski.

4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**  
(a) Proclamation – Parks and Recreation Month – Mayor Rigby

Mayor Rigby provided a proclamation to Parks and Recreation Director Rosalyn Epting on behalf of Parks and Recreation Month.

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

Youth Pastor TJ McIntosh, 316 E. Fairmont Pkwy., First Assembly of God Church, addressed Council regarding serving the City of La Porte in the capacity of tutoring and/or assisting with the serving food. He is the youth pastor, and they want to help in any way needed.

Mike Patterson, 10119 Stonemont, addressed Council and provided an update on Fairmont Park Pool. Mr. Patterson reported the association is having difficulties finding lifeguards and requested the City provide lifeguards, and the association will pay for them.

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

(a) Consider approval or other action regarding the Regular City Council Meeting held on June 25, 2018 – P. Fogarty

(b) Consider approval or other action regarding pay scale for Fiscal Year 2019 for Civil Service employees for Meet and Confer Agreement – M. Hartleib

Councilmember Ojeda made a motion to approve all Consent Agenda items pursuant to staff recommendations. Councilmember Engelken seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.** Councilmember J. Martin was absent.

**7. PUBLIC HEARING AND ASSOCIATED ORDINANCES**

- (a) Public hearing to receive public comment(s) on the Northside Neighborhood Drainage Improvement Project and associated Texas GLO CDBG-DR 2015 Floods and Storms (DR-4223 and DR-4245) – L. Wingate

The public hearing opened at 6:14 p.m. City Engineer Lorenzo Wingate presented a summary.

There being no public comments, the public hearing closed 6:15 p.m.

**8. RESOLUTIONS**

- (a) Consider approval or other action regarding a Resolution authorizing the submittal of an application to the Texas General Land Office for the 2015 Floods and Storms (DR-4223 and DR-4245 Community Development Block Grant Disaster Recovery Program – L. Wingate

City Engineer Lorenzo Wingate presented a summary.

Councilmember K. Martin made a motion to approve a Resolution authorizing the submittal of an application to the Texas General Land Office for the 2015 Floods and Storms (DR-4223 and DR-4254 Community Development Block Grant Disaster Recovery Program. Councilmember Kaminski seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.** Councilmember J. Martin was absent.

- (b) Consider approval or other action regarding a Resolution authorizing submittal of an application to the Texas Water Development Board for Fiscal Year 2018-2019 Flood Protection Grant – L. Wingate

City Engineer Lorenzo Wingate presented a summary.

Councilmember K. Martin made a motion to approve a Resolution authorizing the submittal of an application to the Texas General Land Office for the 2015 Floods and Storms (DR-4223 and DR-4254 Community Development Block Grant Disaster Recovery Program. Councilmember Kaminski seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.** Councilmember J. Martin was absent.

- (c) Consider approval or other action regarding an Ordinance providing for condemnation of dangerous/substandard building located at 9906 Rocky Hollow based on the recommendation of the Dangerous Building Inspection Board – M. Kirkwood (***This item was postponed from the June 25, 2018, City Council Meeting.***

Deputy Building Official Mike Kirkwood presented a summary.

Councilmember Bentley made a motion to extend the timeline to the August 13, 2018, City Council meeting. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.** Councilmember J. Martin was absent.

**9. DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding report received from the Economic Alliance Houston Port Region – J. Weeks

Assistant City Manager Jason Weeks presented a summary.

Mr. Chad Burke and Mr. Fred Welch provided the annual report and a presentation.



10. (a) Receive report of the Drainage and Flooding Committee Meeting held prior to the City Council Meeting – Councilmember Danny Earp

Councilmember Earp provided a report of the Drainage and Flooding Committee Meeting held prior to the City Council Meeting.

11. **ADMINISTRATIVE REPORTS**  
There were no additional reports.

Councilmember Zemanek left the dais at 6:43 p.m. and returned at 6:45 p.m.

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

Councilmember Kaminski congratulated Parks and Recreation Director Rosalyn Epting. Councilmembers Bentley and Engelken congratulated Parks and Recreation Director Rosalyn Epting and commented the Police Department does a great job and the City has recognized and compensated well with the Meet and Confer Agreement. Councilmember Earp congratulated Parks and Recreation Director Rosalyn Epting; thanked Chad Burke for the annual report and requested an update from Staff on the status of Five Points. Councilmember Ojeda informed she attended Little Cedar Bayou Park grand opening; the Fairmont Park Public Safety Pool Party; commented the Newsletter looks great, along with the article written by Economic Development Coordinator Ryan Cramer; thanked Youth Pastor TJ McIntosh for his willingness to assist the community; requested an update on the Spencer Highway Sidewalk/Fence Project; and requested staff to advise why the turning lanes on Fairmont Parkway are not painted bright yellow as initially advised. Councilmember K. Martin congratulated Parks and Recreation Director Rosalyn Epting and also commented the Newsletter looks great. Councilmember Zemanek thanked Chad Burke and Fred Welch for the annual report; congratulated Parks and Recreation Director Rosalyn Epting; and requested reports on the Airport Study; the Air National Guard and Hazmat Cleanup. Mayor Rigby recognized Habitat for Humanity on the two new home dedications; commented the Newsletter was very informative; and advised he received a lot of great comments regarding the July 4<sup>th</sup> fireworks.

13. **EXECUTIVE SESSION** – The City reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, including, but not limited to, the following:

**Texas Government Code, Section 551.071 (2)** – Consultation with City Attorney: Meet with City and City Manager to discuss and receive direction regarding negotiations with industry representatives for terms of new Industrial District Agreements.

City Council recessed the regular Council meeting to convene an executive session at 6:50 p.m. regarding the item listed above.

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

Council reconvened the regular Council meeting at 7:40 p.m. This subject will continue to be discussed at future council meetings. Mayor Rigby advised a verbal report by the city attorney and city manager was received regarding Industrial District Agreements.

15. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 7:41 p.m. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0.** Councilmember J. Martin was absent.

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Patrice Fogarty, City Secretary

Passed and approved on July 23, 2018.

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Mayor Louis R. Rigby

LOUIS RIGBY  
Mayor  
JOHN ZEMANEK  
Councilmember At Large A  
VACANT  
Councilmember At Large B  
DANNY EARP  
Councilmember District 1  
CHUCK ENGELKEN  
Councilmember District 2



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

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

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

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. All members of Council were present: Councilmembers Ojeda, Zemanek, J. Martin, K. Martin, Bentley, Engelken, and Earp. Staff present: City Secretary Patrice Fogarty, City Manager Corby Alexander, Assistant City Manager Jason Weeks, and Assistant City Attorney Clark Askins.
2. **INVOCATION** –The invocation was given by Assistant City Attorney, Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The pledge of allegiance was led by Councilmember John Zemanek.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
  - (a) Recognition – Employees of the 3<sup>rd</sup> Quarter 2018 – Officers Joshua Willhoite, Barrence Rodgers and Sergio Torre – City of La Porte Police Department – Mayor Rigby

Mayor Rigby recognized Officers Joshua Willhoite, Barrence Rodgers, and Sergio Torre as Employees of the 3<sup>rd</sup> Quarter 2018.
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

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

Jo Ann Pitzer, 10011 Carlow Lane, addressed Council regarding the fence on the south side of Spencer. She is hoping Council will consider putting the south side fence on Myrtle Creek to Valley Brook because there is no opposition by property owners in this section.
6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
  - (a) Consider approval or other action regarding minutes of the meeting held on October 8, 2018 – P. Fogarty
  - (b) Consider approval or other action regarding a Resolution confirming the appointment of Ron Parker as the department head and chief of police of the La Porte Police Department commencing October 8, 2018– P. Fogarty

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

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

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

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

## 7. PUBLIC HEARING AND ASSOCIATED ORDINANCES

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## 8. DISCUSSION AND POSSIBLE ACTION

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

City Secretary Patrice Fogarty presented a summary.

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

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

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

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

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

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



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

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

**9. ADMINISTRATIVE REPORTS**

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

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

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

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

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

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

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

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

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

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

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

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Patrice Fogarty, City Secretary

Passed and approved on November 12, 2018.

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Mayor Louis R. Rigby



# HARRIS COUNTY, TEXAS

## COMMUNITY SERVICES DEPARTMENT

**Daphne Lemelle**  
Executive Director

8410 Lantern Point Drive  
Houston, Texas 77054  
Tel (832) 927-4700  
Fax (713) 578-2090

December 9, 2019

County Judge Hidalgo and  
Commissioner Ellis, Garcia, Radack and Cagle

### Vote of the Court:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### AGENDA LETTER

Please consider the following items on the Commissioners Court Agenda for December 17, 2019:

Approval of the attached Agreements, prepared by the County Attorney, Authorizing the Provision of Services using Program Year (PY) 2017 Community Development Block Grant Disaster Recovery Harvey Round 1 (CDBG-DR) Program funds:

1. Harris County Flood Control District: Zube Stormwater Detention Basin Improvement Project, \$1,532,838.00 (Precinct 3)
2. City of Galena Park: Sanitary Sewer Improvements, \$6,605,672.00 (Precinct 2)
3. City of Jacinto City: Wastewater Treatment Plant Improvements Project, \$5,350,417.00 (Precinct 2)
4. City of LaPorte: Northside Neighborhood Drainage Improvements Project, \$3,472,757.00 (Precinct 2)

Thank you for your assistance with this request.

*Daphne Lemelle*

Daphne Lemelle  
Executive Director

DL/jh/gf/db

Presented to Commissioners Court

US-orig Htr + 1 org agmt each

Comm Svcs - copy Htr + 1 org agmt each

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DEC 17 2019

APPROVE E/G  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

Rec'd 2 org agmts each

## **Harris County Community Services Department**

### **EXECUTIVE SUMMARY**

#### **Agreements for Services**

**December 9, 2019**

On January 29, 2019, Commissioners Court approved the 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program Contract (19-147-002-B490) from the Texas General Land Office for the County's allocation of Program Year (PY) 2017 Community Development Block Grant Disaster Recovery (CDBG-DR) for housing and non-housing activities.

On June 25, 2019, Commissioners Court approved the First Amendment to Agreement to restate the Harris County Disaster Recovery Program Projects and add \$16,329,850.00 funds for three infrastructure projects for a revised partial allocation of \$925,938,964.00 of the \$1,132,128,786.00.

On the October 29, 2019 Commissioners Court, approved the Second Amendment to Agreement to restate the Harris County Disaster Recovery Program Projects and add \$167,024,088.04 funds for nine infrastructure projects and one transit project for a revised partial allocation of \$1,092,963,057.04 of the \$1,132,128,786.00, which includes the following projects listed below:

Now the Community Services Department (CSD) is requesting Commissioners Court approval of four (4) Agreements authorizing the provision of services listed below:

#### **Agreements Authorizing the Provision of Services**

1. Harris County Flood Control District: Zube Stormwater Detention Basin Improvement Project, \$1,532,838.00. The project scope of work is to increase the storage volume of the Zube Park Stormwater Detention Basin by excavating approximately 167,000 cubic yards of material and complete associated site work and appurtenances. The project area is generally bound on the North by Bauer-Hockley Road, South by US-290, East by Becker Road, and West by Roberts Road in Precinct Three. These activities shall benefit 54.05% low to moderate-income households in Precinct 3.
2. City of Galena Park: Sanitary Sewer Improvements, \$6,605,672.00. The project scope of work is to addresses inflow and infiltration issues within Galena Park by rehabilitating three (3) lift stations, replacing sanitary sewer lines, installing manholes and cleanouts, completing related street repairs and complete associated appurtenances. The project area is generally bound on the North by the Port Terminal Railroad, South by Clinton Drive, West Fidelity Street, and East Federal Road. These activities shall benefit 65.32% low to moderate-income households in Precinct 2.
3. City of Jacinto City: Wastewater Treatment Plant Improvements Project, \$5,350,417.00. The project scope of work is to increase the processing capacity of the Jacinto City wastewater treatment plant (WWTP) by rehabilitating the headworks and complete associated appurtenances. The project area is generally bound on the North by I-10 East Freeway, south by Lane Street, West by Fidelity Street and East Hunting Bayou. These activities shall benefit 54.94% low to moderate-income households in Precinct 2.
4. City of LaPorte: Northside Neighborhood Drainage Improvements Project, \$3,472,757.00. The scope of work is to increase drainage system conveyance and capacity by upsizing storm sewer system, waterline

improvements and complete associated appurtenances. The project area is generally bound on the North by West Polk Street, South by West Polk Street, East by North Seventh Street and West by North Eleventh Street. These activities shall benefit 66.25% low to moderate-income households in Precinct 2.

Attached for Commissioners Court review and Approval are the Agreements between Harris County and the above noted Subrecipients.



**AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF LAPORTE FOR THE  
NORTHSIDE NEIGHBORHOOD DRAINAGE IMPROVEMENTS PROJECT**

**I. RECITALS**

THIS AGREEMENT, is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein called the "Grantee," and the City of LaPorte, a body politic and corporate under the laws of Texas, herein called, the "Subrecipient."

WHEREAS, on August 25, 2017, Harris County, Texas sustained significant damage when Hurricane Harvey made landfall as a Category 4 hurricane and over the next four days dropped as much as 60 inches of rain along the Gulf Coast, including Harris County, which resulted in a Presidentially Declared Disaster;

WHEREAS, the United States Department of Housing and Urban Development (HUD) has allocated \$5.024 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Texas in response to Hurricane Harvey, DR-4332, through the publication of the Federal Register, Vol. 83, No. 28, on Friday, February 9, 2018; and an additional \$652,175,000 through the publication of the Federal Register, Vol. 83, No. 157, on Tuesday, August 14, 2018;

WHEREAS, in the State of "Texas" "Action Plan" submitted to U.S. HUD on May 8, 2018 by the Texas General Land Office (GLO), the State made a direct allocation of \$1,115,386,830 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to Harris County;

WHEREAS, the GLO on May 9, 2018 notified Harris County to complete a Supplemental Action Plan, for Hurricane Harvey Round 1 CDBG-DR funding, which will be amended as needed, into the State's Action Plan; all amendments are incorporated by reference to this Agreement;

WHEREAS, in accordance with GLO requirements, on July 10, 2018 the Harris County Commissioners Court approved the Harris County Supplemental Action Plan and resolved to submit the plan to the GLO;

WHEREAS, on October 23, 2018 the Harris County Commissioners Court approved the Harris County Method of Distribution (MOD) and GLO has approved the MOD;

WHEREAS, all of the Infrastructure Project Applications for the 2017 Hurricane Harvey Texas Community Development Block Grant Disaster Recovery Round Funding was approved on Commissioners Court and submitted to the Texas General Land Office;

WHEREAS, the GLO, and Harris County DUNS No. 072206378 (each a "Party" and collectively "the Parties,") entered into a "Subrecipient Agreement" (the "Contract") on January 29, 2019, and possible subsequent Amendments, which are incorporated by Reference, under the HUD 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program to provide financial assistance with funds appropriated under the Continuing Appropriations Act 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law No. 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in the areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*);

WHEREAS, Harris County, a body politic and corporate under the laws of the State of Texas, herein called the ("Grantee") and the City of LaPorte ("Subrecipient") desire to enter into this Subrecipient "Agreement" whereby the Grantee will grant CDBG-DR funds to the Subrecipient for the purpose of Northside Neighborhood Drainage Improvements Project, which is an eligible activity under the rules and regulations regarding CDBG-DR Program Grant Funds;

WHEREAS, the Subrecipient has submitted an application to the Grantee for CDBG-Disaster Recovery funding to implement the above-described Project and shall perform the activities in a manner satisfactory to the Grantee;

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-DR funds by committing \$3,472,757.00 of the Grantee's Federal award, pursuant to this Subrecipient "Agreement" to meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208, which is conducting planning studies and activities to aid in Harris County resiliency as part of the recovery from Hurricane Harvey;

WHEREAS, the Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include reference to Harris County Community Services Department (HCCSD) for the support provided; and (only if no)

WHEREAS, notwithstanding any provision of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, that such a commitment of funds or approval may only occur upon approval of the Amendments between GLO and Harris County Community Services Department, satisfactory completion of environmental review and receipt by the Grantee Department of the authority to use grant funds from the U. S. Department of Housing and Urban Development under 24 C.F.R. §58. Except for administrative and management activities, which fall under the exempt activities category pursuant to 24 C.F.R. §58.34(3), the provision of any funds to the Project is conditioned on the Grantee's determination to proceed, modify, or cancel the Project based on the subsequent results of the environmental review.

NOW, THEREFORE, in consideration of the need for Recovery from Hurricane Harvey and the premises and described herein, the Parties mutually agree to the terms described in this Agreement:

## II. SCOPE OF SERVICES

### A. Eligible Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of Title 1 of the Housing and Community Development Act of 1974 and all regulations issued there under.

### B. Project Requirements

The Subrecipient shall be responsible for administering the **Northside Neighborhood**

**Drainage Improvements Project** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Project. The Subrecipient qualifies for the receipt and expenditure of such funding because at least 51% of the persons residing in the service area are of low and moderate income that meet one of the criteria for National Objectives set out in 24 C.F.R. § 570.208(a).

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Agreement shall meet one or more of the CDBG program's National Objectives: (1) benefit low and moderate income persons and households, (2) aid in the prevention or elimination of slums or blight, and/or (3) meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives for each activity in each reporting period.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

C. Performance Monitoring

The Subrecipient shall be cooperative with Program and financial monitoring visits and/or investigations performed by the Grantee staff, the Harris County Auditor's staff, (HUD), and/or the Office of Inspector General (OIG). Substandard performance as determined by the Grantee and/or HUD will constitute non-compliance and breach of this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of this Agreement, pursuant to 2 C.F.R. §200.338. Furthermore, the Subrecipient agrees to be cooperative with monitoring and/or investigations performed by HUD and to comply its findings.

D. General Administration

1. Drawings, Plans, Bid Specifications & Construction Documents

Within six (6) to nine (9) months after the date the Agreement is executed, the Subrecipient, through its representative selected pursuant to Federal procurement regulations set out in 2 C.F.R. §200.318, and to Grantee policy and procurement guidelines, shall prepare and submit all final drawings, plans, cost estimates, and specifications and construction documentation for the Project. The Subrecipient shall be responsible for incorporating into bid specifications any and all HUD and any and all HCCSD requirements, including the "Harris County Community Services Department Subrecipient Construction Policies and Guidelines," attached as **Exhibit C**.

Within sixty (60) days after the date of the Agreement is executed, the Subrecipient shall prepare and submit all final drawings, plans, cost estimates and specifications for the Project. The Subrecipient shall be responsible for incorporating into bid specifications any and all HUD and any and all HCCSD requirements, including the "Harris County Community Services Department Subrecipient Construction Policies and Guidelines," attached as **Exhibit C**.

The Subrecipient shall ensure that the specifications require the contractor to furnish adequate Public Liability Insurance and Worker's Compensation Insurance pursuant to the laws of the State of Texas, and Payment Bond and Performance Bond pursuant to applicable OMB Circulars.

Once approved, the complete set of drawings, plans, cost estimates and specifications shall be incorporated into this Agreement as part of **Exhibit B**.

2. Temporary Project Sign and Job Shack

The Subrecipient shall ensure that the specifications include the delivery and installation by contractor of one 4'-0" X 8'-0" temporary project sign pursuant to Grantee requirements. The Subrecipient shall ensure that the cost of the sign is included in all bids. The Subrecipient shall ensure that the specifications require the contractor to furnish adequate workspace at the construction site in the job shack for Grantee inspection and monitoring staff, if applicable.

3. Bidding and Selection of Contractor and Subcontractors

The Subrecipient agrees and understands that all contracted and subcontracted construction activity carried out under this Agreement shall be selected and executed pursuant to federal procurement regulations set out in 2 C.F.R. §200.318, and to Grantee policy and procurement guidelines.

Within fifteen (15) days after the Grantee's written approval of the drawings and specifications as set out above, the Subrecipient shall advertise for and receive bids for the construction of the Project in accordance with approved drawings and specifications which bidding procedure shall be in accordance with this Agreement.

Upon receipt and tabulation of the bids for the Project, the Subrecipient shall determine the lowest and most responsible bidder for the construction of the Project. Within fifteen (15) days after receipt of bids, the Subrecipient shall forward, or cause to forward, to the Grantee, copies of all bids received, copy of all bid bonds, and bid tabulation for the Grantee's review and approval. The Grantee reserves the right to approve the award of the bid. In the event the lowest and most responsible bid for the construction of the Project is an amount that would result in the total cost of the Project being equal to or less than the sum allocated in the construction line item of the budget, detailed in **Exhibit B** of this Agreement, the Subrecipient shall notify the Grantee of the amount of the lowest and most responsible bid for the Project.

In the event the lowest and most responsible bid for the construction of the Project is an amount in excess of the sum allocated in the construction line item of the budget, detailed in **Exhibit B** of this Agreement, the Subrecipient shall have the following four (4) options:

- a. The Subrecipient shall notify the Grantee of the bid and request the Grantee to agree in writing to use those funds allocated in the contingency line item of the budget, detailed in **Exhibit B** of this Agreement, to fund the construction costs to meet the lowest and most responsible bid received by the Subrecipient. If the Grantee approves the use of contingency funds to meet the lowest and most responsible bid, then the Subrecipient, upon receipt of such notification, shall proceed to let the contract, incorporating all required provisions, and continue with construction of the Project; or
- b. The Subrecipient shall notify the Grantee of the bid and agree in writing to pay the additional cost of the Project. In the event the Subrecipient agrees in writing to pay the additional costs, then and in that event, the Subrecipient shall proceed to let the contract and continue with the construction of the Project. If the Subrecipient fails to agree in writing to pay said additional costs and the Grantee fails to use contingency funds, then and in that event, the Subrecipient may reject all bids and elect not to proceed with the letting of the contract and terminate the Project without any further obligations to the Grantee; or
- c. The Subrecipient shall notify the Grantee of the bid and undertake to negotiate with the Grantee for the Grantee to agree in writing to reduce or delete specific items in the bid proposal so that bids will be within the amount available for construction. In the event the Grantee agrees in writing to reduce or delete items in the bid proposal, the Subrecipient shall re-bid the Project and proceed as if it were the original bid; or
- d. The Subrecipient shall reject all bids and elect not to proceed with the letting of the contract and terminate the Project, giving the Grantee written notice of its termination.

The Grantee Sponsor will guarantee that the below listed required HUD/GLO bid documents are submitted by each bidder during the bid process:

1. Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees
2. Statement of Bidder's Qualifications
3. Contractor Certifications: Certification of Bidder Regarding Civil Rights Laws and Regulations
4. Policy of Non-Discrimination of the Basis of Disability
5. Concerning Labor Standards and Prevailing Wage Requirements

6. Non-Collusion Affidavit of Prime Bidder
7. Contractor's Local Opportunity Plan
8. Section 3 Employment and Minority Business Plan
9. Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

The Grantee may terminate this Agreement without cause, at any time prior to the letting of the contract for construction of the Project, by written notice to the Subrecipient and the Subrecipient shall have no obligation there under except to return to the Grantee the funds paid to the Subrecipient, if any, by the Grantee pursuant to this Agreement.

#### 4. Construction Contract and Subcontractor Written Agreements

Within fifteen (15) days after notification by the Grantee to the Subrecipient that the bid has been approved, the Subrecipient shall provide written notice of award to the lowest and most responsible bidder, in accordance with applicable Federal, State and local procurement procedures and regulations. The Subrecipient shall contract directly with its contractor, incorporating all requirements of this Agreement herein. The contract between the Subrecipient and its contractor and all contracts between contractor and its subcontractors shall be in accordance with the guidelines of this Agreement and with all applicable CDBG regulations, applicable OMB Circulars, and all other Required Federal Grant Contract Provisions, attached as **Exhibit I**.

The Subrecipient shall be responsible for incorporating into the construction contract any and all HUD and HCCSD requirements, including the "Subrecipient Construction Policies and Guidelines," attached as **Exhibit C**. The construction contract must contain the required insurance and bonding; in lieu of one or more of the bonds otherwise required pursuant to Section VII (F) of this Agreement, the Subrecipient may provide or cause to be provided one or more irrevocable letters of credit in favor of the Grantee in a form acceptable to the Grantee.

The Subrecipient shall submit to the Grantee the form of the construction contract for review and approval prior to executing the construction contract with its selected contractor. Within fifteen (15) days after the Grantee's written approval of the construction contract form, the Subrecipient shall execute the construction contract with its selected contractor.

The Subrecipient shall ensure that the contractor enters into written agreements with each subcontractor who does work covered by this Agreement. These subcontracts must incorporate the requirements of **Exhibit C**, to the extent applicable, and shall be subject to review, upon request, by the Grantee.

#### 5. Construction Start Date, Construction Schedule and Completion of Work



Construction Start Date – Within thirty (30) days of the executed construction contract The Grantee Sponsor shall notify or cause to notify selected contractor with the Notice to Proceed, thereby locking in the Construction Start Date, and shall forward to the Grantee Department copy of the Notice to Proceed. The Grantee Sponsor shall ensure that the construction commences within thirty (30) days of the Notice to Proceed.

Construction Schedule – The Subrecipient shall furnish or cause to furnish the Grantee with a copy of the detailed Construction Schedule within seven (7) days of the Notice to Proceed. The schedule shall be a bar type schedule and shall be of sufficient detail to show construction sequence, proposed start dates and estimated completion dates for major parts of the construction work.

Completion of Work – The Subrecipient shall ensure that, except in cases of force majeure, the construction of the Project shall be completed on or before the expiration of eighteen (18) months following the Construction Start Date.

6. **Schedule of Values, Payments to Contractor and Change Orders**

Schedule of Values – The Subrecipient shall furnish or cause to furnish the Grantee with the Schedule of Values for the Project for review prior to the first partial payment.

Payments to Contractor – The Subrecipient shall ensure that requests for payment are based on the percentage of work completed, as detailed in the Schedule of Values and certified by the Subrecipient's representative. The Subrecipient, through its representative, shall ensure that the work performed by the selected contractor shall be subject to retainage provisions of Section 2252.032 "RETAINAGE" of the Texas Government, as it may be amended from time to time.

Upon completion of the Project, and acceptance as such by the Subrecipient and Grantee, final payment shall be made to the contractor releasing retainage. All pay requests and release of retainage shall be verified and signed by Harris County Engineering Department (HCED).

Change Orders -- The Subrecipient shall ensure (1) that the cumulative increase in the construction contract shall not exceed twenty-five (25) percent of the original construction contract for contracts awarded at \$1 million or more, and (2) if a change order for a contract with an original contract amount below \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than twenty-five (25) percent pursuant to Section 271.060 of the Texas Government Code, as subsequently amended. The Subrecipient shall approve in writing and submit to the Grantee for review and approval any change orders to the original construction contract, which shall be appropriately reflected in the Schedule of Values and subsequent pay requests. The Grantee reserves the right to approve any change orders. Any extension of time given shall not release the contractor or the surety from their Performance and Payment Bonds or from any obligations hereunder, which shall

remain in full force and effect until the discharge of the contractor. All change orders shall be verified and signed by HCED.

7. **Inspections**

During the construction of the Project, the Grantee or its designee, the Subrecipient and HUD shall have the right to review all documents, maps, plats, records, photographs, reports or plans affecting said construction. The Subrecipient shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. The Subrecipient understands and agrees to inspections performed by the Grantee's representative, HCED. HCED shall have full and final authority in all construction disputes. The Subrecipient agrees to promptly make any corrections or modifications to the construction work as reasonably requested by the Grantee to cause the construction to comply with this Agreement and any applicable HUD requirements.

8. **Compliance with Public Facilities and Infrastructure Quality Standards**

The Subrecipient shall maintain documentation evidencing that the Project complies with all applicable Federal, state and local public facilities and infrastructure quality standards.

9. **Building Plaque**

For projects involving the construction or renovation of a public building, the Subrecipient shall furnish, deliver, and install one 18" x 24" bronze plaque built according to Grantee specifications. The Subrecipient shall ensure that the bid specifications require the contractor to furnish the building plaque and that the cost of the building plaque is included in all bids, as applicable.

10. **Compliance Violation(s) Provisions**

The Subrecipient shall ensure that the construction of the Project is conducted pursuant to applicable Federal, state, and local regulations and comply with any and all requirements detailed in the bid specifications, including any and all HUD requirements and any and all Grantee requirements detailed in this Agreement.

The Grantee shall enforce the compliance violations provisions detailed in **Exhibit C**, section 13(D), for any and all violations for which the contractor, through the Subrecipient, has received a Notice of Non-Compliance or a wage restitution notification letter and failed to implement corrective actions within the allotted grace period of fifteen (15) to thirty (30) calendar days from the date of the written notice or letter.

E. **Leveraged Funds**

The Subrecipient shall maintain and make available, for review by the Grantee, source documentation for any leveraged funds contained in **Exhibit B** of this Agreement. Source documentation for leveraged funds may be requested at any time by the Grantee and must

be provided in a timely manner.

### III. TIME OF PERFORMANCE

Services of the Subrecipient shall start upon Harris County Commissioners Court approval of this Agreement and shall terminate when the Project is completed, but not later than eighteen (18) months following the date of this Agreement. This Agreement may only be extended upon written request to and approval from the Executive Director of HCCSD or their designee. In addition, the requirements of this Agreement shall extend for five (5) years after the funds provided for this Project under this Agreement are fully spent in accordance with 24 C.F.R. § 570.505 and with applicable OMB Circulars, or after the Project is completed as specified above.

Services of the Grantee Sponsor shall start immediately upon Harris County Commissioner's Court approval of this Agreement and shall terminate when the Project is completed, but no later than the grant termination date stated in the HUD 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program Infrastructure Project Contract with the Texas following the commencement of construction as specified in Section I (D)(5) of this Order. This Agreement may only be extended upon written request to and approval from the Executive Director of HCCSD or his designee. In addition, the requirements of this Order shall extend for five (5) years after the funds provided for this Project under this Order are fully spent in accordance with 24 C.F.R. §570.505 and with applicable OMB circulars, or after the Project is completed as specified above.

Upon completion of the Project, the Subrecipient shall prepare and deliver to Grantee the final study document showing the Project is complete.

### IV. EXPENSES AND PAYMENT

#### A. Budget

The Subrecipient shall perform the Project activities within the monetary limits contained in **Exhibit B**, Budget. The Subrecipient understands that the budget is based upon detailed information submitted by the Subrecipient to the Grantee during the Request for Proposal (RFP) process, and that any changes to the summary budget, attached at **Exhibit B**, will require the Subrecipient to submit a modified detailed line item budget to Grantee for review and approval.

#### B. Requesting a Budget Revision

Any proposed reallocation of funds among various existing budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit B**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Executive Director of HCCSD, or his designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of HCCSD management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of

this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee. The Grantee reserves the right to reallocate funds among approved budget line items in order to facilitate implementation of the approved Project scope.

C. Maximum Amount to be Paid

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement." The Subrecipient shall expend awarded funds in a consistent and timely manner. The Grantee reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

D. Payment Contingent on Receipt of Funds from HUD

It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above mentioned grant(s). Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement," or the amount actually received by the Grantee from HUD pursuant to the grant, whichever is less, and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

E. Payment for Eligible Expenses

The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD or GLO grant funds. Should any expenditure of grant funds be found ineligible by Grantee, the Subrecipient will cause such funds to be returned to Grantee from other sources.

The Grantee may reimburse the Subrecipient for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the Grantee service areas, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval.

F. Payment Procedures

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. Drawdowns for the payment of eligible expenses and general administration shall be made against the line item budget attached hereto as **Exhibit B** and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the Grantee and submitted on or before the tenth (20<sup>th</sup>) working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to the Subrecipient for correction and resubmission.

Payments will be adjusted in accordance with advance fund and Program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

Final reimbursement requests for the Subrecipient shall be received by the Grantee no later than sixty (60) days after completion of the Agreement period. Any requests received after sixty (60) days will not be processed for payment and this Agreement will become void and the remaining funds de-obligated. All unexpended CDBG funds by the Subrecipient will be de-obligated and recaptured by the Grantee.

The Subrecipient shall have no obligation to construct the Project until such time as the Grantee has forwarded to the Subrecipient written authorization to proceed with the work. In the event that the Grantee fails to pay the cost for the Project up to \$10,000,000.00, or more if additional funds are allocated for same, including design costs and improvements or modifications requested by Grantee within sixty (60) days after notification by the Subrecipient to the Grantee of the total amount of such costs, the Subrecipient may, but is not obligated to, proceed to construct the Project, at its discretion.

G. Retainage

Disbursement of funds under this Agreement shall be subject to retainage provisions of Section 2252.032 "RETAINAGE" of the Texas Government Code, as it may be amended from time to time.

H. Expenditure Performance

The Subrecipient shall immediately notify the Executive Director of HCCSD, or their designee, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the Subrecipient to resolve such problems, delays or adverse conditions. The Subrecipient shall also promptly notify the Executive Director of HCCSD, or their designee, if it anticipates accomplishing the activities set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

The Subrecipient further understands and agrees that should the Grantee determine that the Subrecipient will not use all of the funds allocated to the Subrecipient under this Agreement, then Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the Grantee's procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement and any such determination by the Grantee shall be final.

I. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after the date of submission or receipt of the original request will be subject to approval by the Grantee. No more than one Supplemental Request shall be allowed per month.

J. Program Income

The Subrecipient shall report all Program income, as defined in 24 C.F.R. §570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program income by the Subrecipient shall comply with the requirements set forth in 24 C.F.R. §570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program income balances on hand. All unused Program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not Program income and shall be remitted promptly to Grantee. The Grantee shall

K. Withholding Payments

If HUD initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed and resolved. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD.

L. Repayment of Ineligible Payments

IN THE EVENT HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT TO THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE, AND THE GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS THE GRANTEE THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO THE GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.



## V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee and Subrecipient, as provided in **Exhibit A**, Scope of Services.

## VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of 24 C.F.R. Part 570 and all Federal regulations and policies issued concerning the CDBG program. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to these conditions will result in termination of this Agreement.

## VII. GENERAL CONDITIONS

### A. Compliance

The Subrecipient agrees to comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate for future awards; (2) withholding funds; and (3) termination of this Agreement.

### B. Security

For any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds, the Subrecipient shall execute a "Deed of Trust to Secure Performance, attached in **Exhibit H**, in favor of the Grantee. The executed Deed of Trust to Secure Performance shall extend the terms of this Agreement until five (5) years after the date the Project is completed pursuant to Section III of this Agreement, or for such longer period of time as determined by the Grantee. The Subrecipient's failure or refusal to execute the Deed of Trust to Secure Performance may result in the termination of this Agreement.

### C. Independent Contractor

The Subrecipient shall operate as an independent contractor and not as an officer, agent, servant or employee of the Grantee. The Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the Grantee and the Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, sub-subrecipient, licensee or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of the Grantee and that the Grantee does not have the legal right to control the details of the tasks

performed hereunder by the Subrecipient, its officers, members, agents, employees, sub-subrecipients, program participants, licensees or invitees.

The Grantee shall in no way nor under any circumstances be responsible for any property belonging to the Subrecipient, its officers, members agents, employees, sub-Subrecipients, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

D. Indemnity

**THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE; AND THE SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF GRANTEE. THE SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS GRANTEE FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE GRANTEE, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF THE SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUB-SUBRECIPIENTS, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE.**

E. Waiver of Immunity

If the Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury,

including death, to persons or property, the Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption as against the Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory or common law.

**F. Insurance and Bonding**

**1. Public Liability Insurance**

The Subrecipient shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the Grantee under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

The Subrecipient understands that such insurance amounts shall be revised upward at the Grantee's option and that the Subrecipient shall revise such amounts within thirty (30) days following notice to the Subrecipient of such requirements.

**2. Worker's Compensation Insurance**

The Subrecipient also covenants and agrees to furnish the Grantee with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by State law, covering any and all employees of the Subrecipient active in the Program funded under this Agreement; and the Subrecipient agrees to require any sub-Subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by State law.

Accordingly, if the Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code § 406.003, such documentation of self-insurance shall be provided to Grantee prior to, or with the submission of, the first reimbursement request.

**3. Documentation of Insurance Coverage**

The Subrecipient will submit to the Grantee documentation that it has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

**4. Payment and Performance Bonding**

The Subrecipient will provide or cause to furnish the Grantee with Certificate of Insurance as proof that it has obtained and paid for a certificate of Payment Bond and Performance Bond, as required by 2 C.F.R. 200.304

G. Recognition of Grantee

The Subrecipient shall ensure recognition of the role of the Grantee in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be prominently labeled as having been funded by the Harris County Community Services Department. The Subrecipient shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred means of documentation, but photocopies or photographs may be used when and where appropriate.

H. Travel

The Subrecipient must comply with Grantee travel guidelines for any travel paid for with funds provided under this Agreement.

I. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 C.F.R. §570.606 relating to the acquisition and disposition of all real property utilizing Grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing Grant funds. The Subrecipient agrees to comply with applicable Grantee Procedures and Policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

J. Copyright

If this Agreement results in any copyrightable material, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes. The Grantee understands and agrees that Subrecipient is subject to the Texas Public Information Act and may have to release information and documentation to the public under this Agreement.

K. Cultural Resources

In accordance with the National Historic Preservation Act and the Antiquities Code of Texas, the Contractor shall not remove or disturb, or cause or permit to be remove or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects or antiquity from the project site. In the event that such items are discovered on the project during construction activities, the Contractor shall immediately notify the Engineer. The site and the potentially significant material shall be protected by the Contractor from further disturbance until a professional examination of them can be made and/or until clearance to proceed with construction has been provided by the Engineer.

L. Hazardous and Petroleum substances

If during the course of construction, the Contractor discovers hazardous or petroleum substances or wastes on the project site, then the Contractor shall immediately cease work in the area and remove all personnel from the area. The contractor shall temporarily close the area to the public, as well; temporary fencing or caution tape shall be installed around the area. The Contractor shall notify the Engineer immediately. Work in the area shall not be permitted until the Engineer has determined that safety and environmental issues have been properly addressed.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

The Subrecipient agrees to (1) comply with requirements set out in OMB Circular 2 C.F.R. 200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its Program in conformance with OMB Circular 2 C.F.R. 200.400 "Cost Principles" for all costs incurred whether charged on a direct or indirect basis.

Prior to close out of this Agreement, the Subrecipient must transmit to the Grantee Records sufficient for the Grantee to demonstrate that all costs under this "Agreement" met the Requirements of the Federal Award.

### B. Record-Keeping, Reports, and Audits

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by this Agreement, records required by 24 C.F.R. §570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- e. Records demonstrating compliance with citizen participation
- f. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing.
- g. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- h. Financial records as required by 24 C.F.R. §570.502.
- i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation
- j. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.505 and §570.606. The Subrecipient shall ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person, as defined at 42 U.S.C. 4601, as amended, must be kept for five (5) years after he/she has received final payment.

4. Construction Policies, Reports and Davis-Bacon and Related Acts Requirements

The Subrecipient shall ensure that each contract subject to Federal (Davis-Bacon and Related Acts) labor standards requirements must contain the appropriate HUD contract provisions containing the labor standards clauses described in **Exhibit C**, subpart 13. These clauses correspond to the Department of Labor (DOL) regulations prescribing the responsibilities of the contractor and obligating the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages, which may be found due.

The Subrecipient shall ensure compliance with the Davis-Bacon and Related Acts (DBRA) requirements. The Subrecipient shall furnish or cause to furnish documents evidencing compliance with the DBRA requirements, including but not be limited to the following:

- a. Quarterly Employment Data Report
- b. Certified Weekly Payrolls
- c. Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees
- d. Posting of Equal Employment Opportunity Poster, Notice to Employees Poster, and Wage Decision(s)
- e. Section 3 Employment and Women/Minority Business Plan
- f. Certificate for Contracts, Grants, Loans and Cooperative Agreements
- g. General Contractor/ Subcontractor Profile
- h. Section 3 compliance documents



**NOTE: All of the above listed documents pertaining to the DBRA are required to be submitted by the prime contractor, all subcontractors and all without exceptions.**

5. Other Periodic Reports

The Subrecipient shall furnish the following reports to the Grantee, which include, but may not be limited to the following:

- a. Certifications for Contracts, Grants, Loans, and Cooperative Agreements (See **Exhibit D**)
- b. The following reports, as detailed in **Exhibit A**, shall be submitted annually to the Grantee for public facility projects following completion of work as specified in Section III of this Agreement:
  - i. Annual Compliance Report

6. Deadlines

- a. DBRA compliance documents shall be submitted during the course of project construction pursuant to the deadlines set in the bid specifications and **Exhibit C**
- b. Annual compliance reports are due within one month after the end of the reporting period, which commences following completion of work as specified in Section III of this Agreement

7. Audits & Inspections

All records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not applicable, financial statements in accordance with AICPA's SSARS No.21 for review and compilations.

8. Failure to Meet Record-Keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections as required by this Agreement is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee maintains the right to terminate this Agreement with the Subrecipient for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

## **1. Compliance**

The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. GOV'T CODE §262.021 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by Grantee policy, that may be procured with funds provided hereunder. The Subrecipient shall procure property and services in accordance with the requirements of 2 C.F.R. 200.326 and shall subsequently follow, "Property Management Standards," covering utilization and disposal of property.

## **2. Use of Real Property**

Pursuant to 24 C.F.R. §570.505, any real or personal property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must either be:

- (a) Used by the Subrecipient for eligible activities pursuant to 24 C.F.R. §570.200 that meet one of the National Objectives in 24 C.F.R. §570.208 until five (5) years after expiration or termination of this Agreement pursuant to Section III "Time of Performance," or for such longer period of time as determined to be appropriate by the Grantee; or
- (b) Transferred to the Grantee; or
- (c) Changed use, in which event the Subrecipient shall provide affected citizens reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) the new use of such property qualifies as meeting one of the National Objectives in 24 C.F.R. §570.208 or (2) the new use does not meet one of the National Objectives set out in 24 C.F.R. §570.208, in which event the Subrecipient may retain and utilize the property and shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment shall be required after the period of time specified in paragraph (a) of this section expired; or
- (d) Disposed of in a manner, consistent with 24 C.F.R. §570.505 and 2 C.F.R. §200.311, which results in the amount of the then current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property being reimbursed to the Grantee. Such reimbursement shall not be required if disposed of after the period of time specified in paragraph (a) of this section expired.
- (e) The facility must meet the accessibility requirements detailed at 24 C.F.R. Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered facilities, as defined at 24 C.F.R. §100.201, must also meet the design and construction requirements at 24 C.F.R. §100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

Nothing contained herein shall be construed to conflict with the duties of the

Subrecipient as set forth in the Texas Non-Profit Corporation Act (TEX. CIV. STAT. ANN. art.1396-1.01, *et seq.*) or any other applicable statute.

IX. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

A. Civil Rights

1. Compliance

The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Subrecipient shall comply with any federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 as amended), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause. The Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq.*), which prohibits sex discrimination in federally assisted education programs.

3. Limited English Proficiency

Subrecipient shall provide language assistance or ensure program information is available in the appropriate languages for the Grantee's service area and that limited English proficient persons have meaningful access to CDBG assistance, pursuant to Title VI of the Civil Rights Act of 1964.

B. Affirmative Action

1. Approved Plan

The Subrecipient shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Subrecipient shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient's written procedures should provide for employees or participants to contact HCCSD only after the complainant has exhausted the Subrecipient's internal procedures. The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach HCCSD. The Subrecipient shall immediately notify HCCSD of all grievances or complaints received by the Subrecipient.

## **C. Labor Standards**

### **1. Wages**

The Subrecipient shall comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C. 3701 *et seq.*], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C. 874]; the Davis-Bacon Act [40 U.S.C. 3141 *et seq.*, as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

### **2. OSHA**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

### **3. Drug Free Workplace**

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify on an annual basis their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

## **D. Prohibited Activity**

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of this Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

### **1. Hatch Act**

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

### **2. Religious Organization**

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the federal regulations specified in 24 C.F.R. §570.200.

E. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 C.F.R. §570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

In applying for CDBG funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, the Subrecipient agrees to provide a new Conflict of Interest Disclosure form (**Exhibit E**) to the Grantee. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. Conflicts Disclosure Statement and Conflict of Interest Questionnaire

The Subrecipient shall comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or the local government officer's family member, or employment or other business relationship that the person may have with a local government officer or the local government officer's family members, during the preceding twelve (12) month period.

In applying for CDBG funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. The Subrecipient covenants that the Conflicts Disclosure Statement (**Exhibit F**) and/or the Conflict of Interest Questionnaire (**Exhibit G**) have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interests may result in termination of this Agreement.

G. False Claims

The Subrecipient shall abide by 18 U.S.C. 286, which provides for conspiracy to



defraud the Federal Government with Respect to Claims. In addition, the Subrecipient will also abide by the False Claims Act (31 U.S.C. 3729 *et seq.*); 18 U.S.C. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C. 245, as amended, relating to Federally Protected Activities; 18 U.S.C. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C. 3702); the Tucker Act (28 U.S.C. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C. 321-322); the Anti-Deficiency Act (31 U.S.C. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

#### H. "Section 3" Clause

##### 1. Compliance

The Subrecipient shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. §135, and all applicable rules and orders. The Subrecipient understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any sub-subrecipients. Failure to comply with these requirements shall subject the Grantee, the Subrecipient and any sub-subrecipients, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. §135, Subpart D. The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

##### 2. Notifications

The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

##### 3. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-subrecipient which it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. §135 and will not let any subcontract unless the sub-subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

**I. Subcontracts**

**1. Approvals**

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

**2. Monitoring**

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the Grantee and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

**3. Content**

The Subrecipient shall cause all of the provisions of this Agreement, by preference, in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

**4. Selection Process**

The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to the Grantee, along with documentation concerning the selection process. The Subrecipient must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the Procurement requirements of 2 C.F.R. §200.318.

**J. Whistleblower Protection Act**

The Grantee Sponsor and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Grantee Sponsor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal

Acquisition Regulation. The Grantee Sponsor shall insert the substance of this clause, including this paragraph (J), in all subcontracts providing services under this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §7401 *et seq.*
- Clean Water Act, 33 U.S.C. 1368.
- Executive Order 11738.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, and 1318 and 1321, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*; as amended).
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children under 6 years of age.

D. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties,"

insofar as they apply to the performance of this Agreement. In general this requires concurrence from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Subrecipient shall comply with the requirements of the Endangered Species Act of 1973 as listed in 50 C.F.R. §17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C. 303); the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XI. ASSIGNMENTS AND AMENDMENTS

A. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

B. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient. At the discretion of HCCSD management, no more than two (2) Amendments to the Agreement shall be allowed each year.

XII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the time of performance as specified in Section III., "Time of Performance," of this Agreement.

**B. Termination Without Cause**

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Subrecipient is not entitled to such compensation.

**C. With Cause**

The Grantee may terminate this Agreement for cause, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee CDBG Entitlement Agreements, in addition to other remedies as provided by law. If the Grantee has cause to believe the Subrecipient is in noncompliance with this Agreement or any applicable rules and regulations, the Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**D. Partial Terminations**

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the Grantee.

**E. Breach of the Agreement**

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

**F. Close-outs**

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 C.F.R. §200.343 are completed to the satisfaction of the Grantee and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

**G. Reversion of Assets**

Upon expiration or termination of the term of this Agreement, the Subrecipient shall

transfer to Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. For any year following the expiration or termination of this Agreement that the Subrecipient holds personal property attributable to funds hereunder, the Subrecipient shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with the Grantee and the Harris County Auditor.

**XIII. AGREEMENT REQUIREMENTS**

Notwithstanding any provision of this Agreement, the Subrecipient is required to comply with only the federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

**XIV. INCORPORATION OF EXHIBITS**

The following documents are a part of this Agreement:

- |           |   |
|-----------|---|
| Exhibit A | Scope of Services   |
| Exhibit B | Budget  |
| Exhibit C | Harris County Community Services Department Subrecipient Construction Policies & Guidelines |
| Exhibit D | Certification for Contracts, Grants, Loans and Cooperative Agreements                       |
| Exhibit E | Conflict of Interest  |
| Exhibit F | Conflicts Disclosure Statement  |
| Exhibit G | Conflict of Interest Questionnaire  |
| Exhibit H | Deed of Trust to Secure Performance (Sample)  |
| Exhibit I | Required Federal Grant Contract Provisions  |
| Exhibit J | CDBG-DR Federal Regulations   |
| Exhibit K | GLO Information Security Appendix   |



**ATTEST:**

By: Shawna M. Jones  
Name: Shawna M. Jones



**NAME OF SUBRECIPIENT**

By: [Signature]  
Name: CORBY ALEXANDER  
Title: City Manager of the City of LaPorte  
Date Signed: 12-6-19

**APPROVED AS TO FORM:**

VINCE RYAN  
Harris County Attorney

By: [Signature]  
SARAH IBRAHIM  
Assistant County Attorney

File Number: 19GEN2369

**HARRIS COUNTY**

By: [Signature]  
DAPHNE LEMELLE  
Executive Director, Harris County Community  
Services Department

Date Signed: 12-23-19

## **Exhibit A, SCOPE OF SERVICES**

### **I. Application**

This Scope of Services is based on the proposal prepared and submitted by the Subrecipient, through the Harris County Community Services Department's Disaster Recovery Request for Proposal (RFP) process. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient agrees to operate this Project in accordance with Community Development Block Grant Disaster Recovery Program requirements and all other applicable Federal, state, and local regulations.

### **II. Project Description**

The Subrecipient shall be responsible for implementing the **Northside Neighborhood Drainage Improvements Project** during the term of this Agreement. The scope of the Project is to increase drainage system conveyance and capacity by upsizing storm sewer system with concrete pipes, installing of concrete boxes, junction boxes, and associated waterline improvements including the installation of waterlines and fire hydrants replacement and complete associated appurtenances. The project area is generally bound on the North by West Polk Street, South by West Polk Street, East by North Seventh Street and West by North Eleventh Street.

The Subrecipient shall administer all activities in the provision of the aforementioned public infrastructure improvements Project in accordance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that HCCSD shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

### **III. Activities**

The Subrecipient shall be responsible for the delivery of the following activities in connection with the provision of the above-noted Project. The activities and the submission of reports and compliance documents shall include, but not be limited to the budget line item categories listed in the budget detail of **Exhibit B** and as detailed further below:

No	Activity Name	Schedule	Reports and Compliance Documents
<b>I.</b>	<b>Design</b>		
<b>1.</b>	<b>Request for Qualifications (RFQ) and Award of Contract</b>		
a.	Draft RFQ	Within fifteen (15) days from the date of this Agreement, the Subrecipient shall submit to the Grantee draft RFQ advertisement for review and approval.	Copy of draft RFQ
b.	RFQ Advertisement	Within seven (7) days from the Grantee's written approval of the RFQ advertisement, the Subrecipient shall proceed with the RFQ process.	Copy of RFQ advertisement with affidavit
c.	RFQ Responses	Within seven (7) days after receipt of RFQ responses, the Subrecipient shall submit to the Grantee copy of all consultant qualifications received along with the date, time and location to conduct applicant interviews.	Copy of all RFQ responses
d.	Selection of Consultant	Within fifteen (15) days after receipt of RFQ responses, the Subrecipient in coordination with the Grantee shall conduct consultant interviews.	N/A
e.	RFQ Interview Scores, Tabulation, and Recommendations	Within seven (7) days after consultant interviews, the Subrecipient shall forward the compliance documents to the Grantee for review and approval.	Copy of all RFQ Interview Scores, Tabulation and Recommendations
f.	Award of Consultant Agreement	Within fifteen (15) days after the Grantee's written approval of the Subrecipient's recommendations of the selected consultant, <b>but not later than one hundred and twenty (120) days from the date of this Agreement</b> , the Subrecipient shall proceed with the letting of the contract for architectural/ engineering services.	Original copy of the executed Contract for Design Services
<b>2.</b>	<b>Architectural/ Engineering Design</b>		
a.	Schematic/ Preliminary Design	<b>Within four (4) to six (6) months from the date of this Agreement</b> , the Subrecipient shall submit a complete set of the compliance documents to the Grantee.	Complete set of final plans, drawings, bid specifications, construction documentation and cost estimates
b.	Design Development		
c.	Construction Documentation and Bid Specifications		
d.	Bid Out and Contract Award		
e.	Construction Administration		
f.	Additional Services (may include surveying, testing, etc.)		

## ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS

No.	Activity Name	Schedule	Reports and Compliance Documents
<b>II.</b>	<b>Construction</b>		
1.	Design	Within sixty (60) days from the date of this Agreement, the Subrecipient shall submit the compliance documents to the Grantee for review and approval.	Final set of drawings, plans, cost estimates, bid specifications and construction documents
2.	Bid Out	Within fifteen (15) days after the Grantee's approval of the bid specifications, the Subrecipient shall advertise the project for at least two (2) consecutive weekends.	Copy of bid advertisement with affidavit
3.	Pre-bid Conference	The Subrecipient shall hold a Pre-bid Conference, at least one week before bids are due.	Copy of attendance roster and meeting notes
4.	Bid Opening	The Subrecipient shall hold a Bid Opening, at a minimum of two (2) weeks after the initial advertisement of project.	N/A
5.	Bids, Bid Tabulation and Recommendations	Within fifteen (15) days from the date of the Bid Opening, the Subrecipient shall submit the compliance documents to the Grantee for review and approval.	Copy of all bids, bid bonds, tabulation and recommendations
6.	Notice of Award  DRAFT Construction Contract	Within fifteen (15) days after the Grantee's approval of the lowest and most responsible bid the Subrecipient shall issue the Notice of Award to the contractor. Within forty-five (45) days after the Grantee's written approval of the lowest and most responsible bid, the Subrecipient shall submit the compliance document to the Grantee for review and approval.	Copy of Notice of Award  Copy of the draft construction contract
7.	Executed Construction Contract	Within fifteen (15) days after the Grantee's approval of the draft construction contract, the Subrecipient shall execute the construction contract.	ORIGINAL copy of the executed construction contract
8.	Pre-construction Conference	Within seven (7) days after the date of the executed construction contract, the Subrecipient shall hold the Pre-construction Conference.	Copy of attendance roster and meeting notes
9.	Construction Start Date	Within thirty (30) days of the date of the Executed Construction Contract, the Subrecipient shall issue the Notice to Proceed to the contractor. The Grantee Sponsor shall ensure that the construction commences within thirty (30) days of the Notice to Proceed.	Copy of Notice to Proceed
10.	DBRA Compliance Documents	Within seven (7) days of the Construction Start Date and during the project construction, the Subrecipient shall submit or cause to be submitted original compliance documents on a weekly basis.	ORIGINAL DBRA compliance documents
11.	Survey, Inspection, and Testing	The Subrecipient shall perform survey, inspection and testing during the course of implementing the project, as applicable.	Copy of survey, inspection and testing reports, as applicable
12.	Final Walkthrough and Final Punch List	At the completion of the construction activities, the Subrecipient shall hold a Final Walkthrough and issue the Final Punch List, as applicable	Copy of Final Punch List, if applicable
13.	Certificate of Completion	Within five (5) days of completion of construction	Copy of Certificate of Completion

ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS, continued

No.	Activity Name	Schedule	Reports and Compliance Documents
<b>III.</b>	<b>Five Year Compliance</b>		
1.	Five Year Compliance	Certificate of Completion for non-building projects.	Substantial Completion document

Time/Date variances to the schedule may be approved by the Executive Director of the HCCSD, or his designee, if reasonable justification is provided for the delay.

The Subrecipient shall forward compliance documents upon completion of the activity, or as noted in the schedule.

In addition to normal administrative services required as part of this Agreement, the Subrecipient agrees to document progress using reporting requirements specified in Section VIII of this Agreement.

**IV. Notice**

**Grantee**

Daphne Lemelle, Executive Director

Harris County Community Services  
Department  
8410 Lantern Point  
Houston, Texas 77054

**Subrecipient**

Corby Alexander, City Manager of the  
City of LaPorte

604 W. Fairmont Parkway  
LaPorte, TX 77571

## Exhibit B, BUDGET

### CITY OF LAPORTE NORTHSIDE NEIGHBORHOOD DRAINAGE IMPROVEMENTS PROJECT

#### Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed THREE MILLION FOUR HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED FIFTY-SEVEN and 00/100 Dollars (\$3,472,757.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

#### PROJECT SUMMARY

DESCRIPTION	CSD (CDBG)	LEVERAGE	TOTAL
<b>Project Costs</b>			
I. Architectural/Engineering Design	\$415,500.00	\$0.00	\$415,500.00
II. Construction	\$3,057,257.00	\$0.00	\$3,057,257.00
<b>Project Budget Total</b>	<b>\$3,472,757.00</b>	<b>\$0.00</b>	<b>\$3,472,757.00</b>

CDBG-DR PY2017 \$3,472,757.00

#### PROJECT DETAIL

Project Costs	CSD (CDBG)	LEVERAGE	TOTAL
<b>I Architectural/Engineering Design</b>			
Architectural/Engineering Design Plans	\$415,500.00	\$0.00	\$415,500.00
<b>Subtotal</b>	<b>\$415,500.00</b>	<b>\$0.00</b>	<b>\$415,500.00</b>
<b>II Construction</b>			
Construction (new construction, rehabilitation, renovation)	\$3,057,257.00	\$0.00	\$3,057,257.00
<b>Subtotal</b>	<b>\$3,057,257.00</b>	<b>\$0.00</b>	<b>\$3,057,257.00</b>
<b>Project Detail Total</b>	<b>\$3,472,757.00</b>	<b>\$0.00</b>	<b>\$3,472,757.00</b>



## **Exhibit C, HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT SUBRECIPIENT CONSTRUCTION POLICIES & GUIDELINES**

These policies are intended to assist those Subrecipients receiving Harris County Community Development Block Grant funds. They will facilitate the Subrecipient's understanding and compliance with applicable federal and county regulations, policies and processes where the Subrecipient is responsible for design, bidding and construction contract administration. If clarification is needed, call Mr. David Beck at 832-927-4700.

1. If federal funds will be used to retain consultants, the Subrecipient must advertise Request for Qualification Statement (RFQ). The Subrecipient shall submit the draft RFQ for approval prior to advertisement. The responding consultant's SF 330 qualification statements must be submitted for review to Harris County Community Services Department (HCCSD) prior to commissioning the consultants. Upon approval by HCCSD, the Subrecipient may retain consultant(s).
  - A. Subrecipient shall submit all plans, drawings and specifications prepared by the consultant for the project for approval by HCCSD.
  - B. Consultants retained by the Subrecipient shall include in the project specifications project construction time limits with liquidated damages to ensure timely completion of the project.
2. The Subrecipient shall advertise for bids and award contracts in compliance with the State of Texas bidding procedures and the following subsections of 2 C.F.R. 200 :

Section 200.302	"Financial Management", except subparagraph a
Section 200.318	"General Procurement Standards"
Section 200.333	"Retention Requirements for Records"
Section 200.336	"Access to Records"
1. The preliminary drawings must be within the previously approved project scope. All construction projects must comply with Harris County requirements and the policies and procedures of Harris County Engineering Department (HCED), Purchasing Agent, Auditor and HCCSD.
4. Mitigation measures, if any, will be incorporated into project drawings, plans and construction documents. HCED will confirm and document mitigation measures are addressed in 90% plan review comments.
5. The Subrecipient will incorporate into the construction documents any and all Department of Housing and Urban Development requirements and all construction policies and guidelines contained herein. Final documents must be approved by HCCSD prior to the execution of the contract for construction.
6. Prior to award of contract, HCCSD will review the bid documents, the bidder's qualification statements, minority business plan and financial statements to ensure that the contractor has a good contracting record, adequate capitalization, equipment, and personnel to successfully complete the project, meets minority participation goals and that the bidder has not been debarred by HUD from working on federal contracts.
7. The Subrecipient, the consultant, and HCCSD shall conduct a pre-bid meeting and a pre-construction conference with the contractor(s).
8. The Grantee shall furnish the Subrecipient with specific compliance documentation at the pre-construction conference with the contractor. Without exception, the Subrecipient and the contractor shall be responsible for ensuring compliance by all subcontractors working on the project jobsite with employees covered by the Davis-Bacon Act.

9. The Subrecipient shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. The Subrecipient understands and agrees to inspections performed by the Grantee's representative, HCED. The Subrecipient understands and agrees that HCED shall have full and final authority in all construction disputes.
10. HCED in consultation with the project architect/consultant will review and track implementation of mitigation measures for progress and until compliance is documented.
11. The Subrecipient and contractor shall be responsible for preparing monthly pay requests to be reviewed by the consultant prior to submittal for payment. Preparation will consist of a site meeting with the consultant and the contractor's representative to accurately determine the percentage of completion of various components of the work and time used. The Subrecipient, the consultant, the contractor, and HCED, representative on behalf of HCCSD, will be required to sign each monthly estimate prior to being processed for payment.
12. All change orders must be approved in writing by the Subrecipient prior to any alterations or modifications of the work or specifications. The Subrecipient will be responsible for any increase in cost based on any change order required due to errors and/or omissions. Pursuant to Harris County procurement policies and Texas Local Government Code §271.060, as amended, the Subrecipient must ensure that (1) cumulative increases in the construction contract amount shall not exceed twenty-five percent (25%) of the **original contract amount** for contracts awarded at \$1 million or more, and (2) if a change order for a contract awarded below \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the **revised contract amount** by more than twenty-five percent (25%).
13. The Subrecipient must submit the following documentation to HCCSD **prior** to sending Notice of Award to proposed contractor **and** execution of the construction contract.

Prior to sending Notice of Award:

- Copy of the bid advertisement.
- Copy of the bid tabulations.
- Copies of all bids submitted.
- Copies of bidders' bid bonds or cashier's checks or letters or credit in favor of Harris County, in a form acceptable to the Harris County.
- Copy of the minutes and attendance roster of the bid opening.
- Consultant's recommendation of contractor.
- Request authorization from HCCSD to award project to lowest and most responsible bidder.

Prior to execution of contract:

- Copy of DRAFT Construction Contract with contractor for HCCSD review and approval.
- Copy of proposed subcontractor list along with subcontractor profiles.
- Section 3 Employment and Minority Business Plan – completed by the contractor.
- Section 3 compliance documents.
- Certificates for Contracts, Grants, Loans and Cooperative Agreements – signed by the contractor.

14. The Subrecipient must submit the following documentation **after** award of contract, but **prior** to Pre-Construction Meeting:
  - Copy of the performance, payment and maintenance bonds.
  - Copy of "Certificate of Authority" issued by the State Board of Insurance of Texas for the surety company. Only companies listed in the Department of the Treasury circular #570 (most recent issue) will be accepted.

- Certification of bid award by the City Council/Board.
- Original copy of the executed contract between the successful bidder and the Subrecipient.
- Copy of the purchase order.
- Copy of subcontractor list.
- Schedule of Values based on standard Construction Specifications Institute (CSI) format (16 divisions) and given in labor and materials listed separately per line item including overhead and profit for each.
- Construction schedule (Bar Chart or Critical Path Method).

## 15. Davis Bacon and Related Acts Requirements

The Subrecipient shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements.

Basic labor standards compliance parameters involve the payment to construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually performed. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly payroll reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. The certified payrolls must clearly indicate name, address, social security number, job classification, corresponding hourly pay rate, hours worked, and any other pertinent information requested on the form. Employers may also be required to submit related documents in order to demonstrate compliance with these standards. The Grantee will not accept incomplete certified payrolls. All required documentation and forms submitted to Grantee must be originals.

Each contract subject to Federal (Davis-Bacon & Related Acts) labor standards requirements must contain the appropriate HUD contract provisions containing the labor standards clauses. These clauses correspond to the U.S. Department of Labor (DOL) Regulations prescribing the responsibilities of the contractor and obligating the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages, which may be found due. These contract clauses are described below.

### A. Responsibility of the Principal Contractor.

Basic labor standards compliance parameters involve the payment to all construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually perform. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance with these compliance parameters.

The principal contractor (also referred to as the prime contractor or general contractor) shall be responsible for the full compliance of all employers (contractors, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. For ease of reference, the term "contractor" shall mean the principal, prime contractor, or general contractor, "subcontractor" shall mean any and all subcontractors and lower-tier subcontractors, and the term "employer" shall include the contractor and any subcontractors and lower-tier subcontractors.

## B. Davis-Bacon Definitions & Compliance Parameters

### (ii) Definitions.

- a. **Laborer or mechanic.** "Laborers" and "mechanics" are those individuals whose duties are manual or physical in nature including workers who are performing the work of a trade (e.g., Electrician). These terms include apprentices, trainees and, for contracts subject to CWHSSA, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that shall be paid not less than the Davis-Bacon wage rates.
  - **Working foremen.** Foremen or supervisors that perform regularly construction work and devote **more** than 20% of their time as a laborer or mechanic are treated as "laborers" or "mechanics" for labor standards purposes for the time performing construction work.
  - **Exclusions.** Persons whose duties are primarily administrative, managerial or clerical are not laborers or mechanics.
- b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship, which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor shall ensure the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

*See also Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics.*
- c. **Apprentices and Trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs, including *Set-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs (bona fide programs) are those which have been registered with DOL or DOL-recognized State Apprenticeship Council (SAC).
  - 1) **Probationary apprentice.** A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such a program may be considered an "apprentice" provided that the BAT or SAC has certified that such person is eligible for probationary employment as an apprentice.
  - 2) **Pre-apprentice.** A "pre-apprentice" person who has not been DOL or SAC certified for probationary apprenticeship is not considered to be an "apprentice" and shall be paid in full journeyman's rate on the wage decision for the classification of work they perform.
  - 3) **Ratio of apprentices and trainees to journey man.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.
- d. **Prevailing Wages.** The term "wages" means the basic hourly rate of pay plus any contribution irrevocably made by an employer to a bona fide fringe benefit fund, plan or program. All laborers and mechanics employed or working on the site of the work shall be

paid unconditionally and not less often than once a week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage determination. Employers who do not make contributions or payments to bona fide fringe benefit funds, plans, or programs shall pay an amount equivalent to the fringe benefit rate (if any) required on the wage determination directly to the employee added to the basic hourly rate of pay.

- e. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates **provided** the weekly earnings are sufficient to satisfy the wage requirement based upon actual hours, including any overtime, worked. If the weekly piece rate earnings are not sufficient, the employer shall re-compute weekly earnings based upon actual hours worked and the rate on the wage decision for the work classification(s) involved.
- f. **Fringe benefits** include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the above; unemployment benefits, life insurance, vacation or holiday pay; defraying costs of apprenticeship or similar programs; or other bona fide fringe benefits. In addition to contributions, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program. Fringe benefits **do not** include benefits required by other Federal, State or local law, such as the employer's contribution to Social Security or some disability insurance payment.
- g. **Overtime** hours are defined as all hours worked on the site of the work in excess of 40 hours in any workweek. Overtime hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.
- h. **Deductions.** The employer may make payroll deductions as permitted by DOL Regulations 29 C.F.R. Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up) any of their earnings. Allowable deductions which do not require prior DOL permission may include employee obligations for income taxes, Social Security payments, insurance premium, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.
- i. **Proper Designation of Trade.** Employers shall select a work classification on the wage decision for each worker based on the actual type of work they performed and shall pay each worker no less than the wage rate and fringe benefits required on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they are not considered by their employer to be fully trained as a Carpenter. NOTE that the only workers who can be paid less than the rate on the wage decision for their craft are apprentices and trainees registered in approved programs.
- j. **Split Classifications.** Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification **provided** that the employer maintains time records that accurately set forth the time spent in each classification in which work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

- k. **Additional classifications and wage rates.** If the general contractor determines that the wage decision does not include a classification or classifications needed for the construction of the project, then the general contractor shall submit to HCCSD a request for an **additional classification and wage rate**. HCCSD shall review and forward the request for additional work classification and wage rate to DOL for review and preliminary approval. HCCSD shall review and shall forward the request for additional classification and wage rate to DOL for final review and approval. NOTE that the final decision rests with DOL.

The general contractor shall make the request for additional classification and wage rate in writing. All subcontractors shall submit their request for additional classification and wage rate to their general contractor for further processing. All requests shall identify the project, the project's wage decision, the additional work classification(s) that is (are) missing and recommend a wage rate and fringe benefits (usually the rate the employer already is paying to the employees performing the work) for that classification. The primary contractor may need to describe the work that the new classification will perform.

The additional classification and wage rate request may be approved if:

- a. The requested classification is used by construction contractors in the area of the project. The area is usually defined as the *county* where the project is located.
  - b. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. In other words, if there already is an Electrician classification and wage rate on the wage decision, the general contractor cannot request another Electrician classification and wage rate.
  - c. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. For example, the wage rate proposed for a trade classification such as Electrician shall be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision. And,
  - d. The workers that will be employed in the added classification (if it is already known who the workers are or will be), or the workers' representative, must agree with the proposed wage rate.
1. **HCCSD Review.** Grantee shall review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above and forwards the request to HCCSD for further review and preliminary approval. If additional information is required, HCCSD shall contact the general contractor for more information. HCCSD shall inform the general contractor in writing in the event that HCCSD's review finds that the request does not meet the above-described rules. The written response shall also inform the general contractor of their option to revise and resubmit their request for additional classification and wage rate in order to meet the above-described rules.
  2. .
  3. **HUD Review.** The HUD Labor Relations field staff may review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above. If additional information is required, HUD shall contact HCCSD for more information.
  4. **DOL Review and Decision.** The DOL shall respond to HCCSD in writing about the additional classification request and wage rate request. DOL shall forward to HCCSD



the final decision from DOL on the request, while HCCSD, in turn, informs the prime contractor of DOL's final decision to be implemented at the job site.

If DOL does not approve the contractor's request, DOL's written response to HCCSD shall include information about the classification and wage rate that shall be used by the contractor at the job site. Upon receipt from DOL's response and instructions, HCCSD shall inform the general contractor of DOL's denial and of any instructions about the classification and wage rate to be used at the job site.

*Additional classification criteria and procedures are discussed in more detail in DOL Regulations 29 C.F.R. §5.5 and HUD Handbook 1344.1.*

- I. **Site of Work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. That is the "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. "Site of work" includes other adjacent or nearby property used by the contractor/subcontractor in the construction of the project (e.g. fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

## **C. Reporting Requirements**

### **(i) Payrolls and Basic Records.**

Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to their own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

- The name, address and social security number of each laborer and mechanic;
- His or her correct work classification(s);
- Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
- Daily and weekly number of hours worked, including any overtime hours;
- Gross amount paid;
- Deductions made and actual net wages paid;
- Evidence pertaining to any fringe benefit programs;
- Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.

*Grantee may obtain copies of the WH-347 from the HUD Labor Relations Field staff for their jurisdiction.*

### **(ii) Certified Payroll Reports.**

Certified weekly payroll reports (CPRs) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to

the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to the HCCSD through the principal contractor.

- 1) **CPR format.** CPR information may be submitted in any form provided that the Grantee Labor Standards Designee can reasonably interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. HCCSD shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor's reproduction and use.
- 2) **Submission requirements.** CPRs shall be submitted for each employer beginning with the first week such employer performs work on the site of the work until the work has been completed for the project. CPRs shall be submitted promptly following the close of each such pay week.
- 3) **CPR preparation.** CPRs for each employer shall be numbered sequentially beginning with "1" for the first week that work was performed at the job site. The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
  - a. **Project and Employer Information.** Each payroll shall identify the employer's name and address, the project name and number, project address, and the week ending date. The payrolls shall include the *week dates* in the spaces provided and the payrolls shall be numbered sequentially.
  - b. **Employee Information.** The first payroll on which each employee appears shall contain the employee's name, address and unique employee number. Thereafter, the address only need to be reported if there is a change in such information or if another employee has the same name.
  - c. **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentice's or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and ratios shall also accompany the first CPR on which the first apprentice or trainee appears.
  - d. **Split Classifications.** For an employee that worked in a split classification, the employer shall make a separate entry for each classification of work performed distributing the hours of work for each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon total gross amount earned for all classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported.
  - e. **Hours worked at other job sites.** The CPRs should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those "other jobs" hours should not be reported on the CPR. In these cases the employer should list the employee's name, classification, hours performed on this project only, and the rate of pay and gross earnings earned on this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.
  - f. **Rate of Pay.** Employers shall report the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer shall add the fringe benefit rate to the basic hourly rate of pay. Also, the employer shall list the overtime rate if overtime hours are worked.

- i. **Piece-work.** For any piece-work employee, the employer shall compute an *effective hourly rate of pay* for each employee each week based on the employee's piece-work earnings for that week. To compute the effective hourly rate of pay, the employer shall divide the piece-work earnings by the total number of hours worked each week, including consideration for overtime hours.

The effective hourly rate shall be reflected on the certified payroll and the hourly rate of pay may not be less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate of pay changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

NOTE that the overtime rate for piece-work shall be computed at one and one-half times the basic rate of pay plus any fringe benefits.

- ii. **Gross Wages Earned.** The employer shall show the gross amount of wages earned for work performed on this project. NOTE that the employees with work hours and earnings on other projects, the employer shall show gross wages for this project over gross earnings for all projects (for example, \$425.40/\$764.85) and base deductions and net pay for "all projects" earnings for that week.
- iii. **Deductions.** The employer shall report the amounts of any deductions from the gross earnings. "Other" deductions shall be identified (for example, Savings Account, Loan Repayment, Child Support, etc.). Any voluntary deductions, that is, not required by law or by an order of proper authority, shall be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. Written authorization shall be signed by the employee and shall accompany the first payroll on which the deduction appears.
- iv. **Net Pay.** The employer shall report the net pay on each payroll submitted.
- g. **Statement of Compliance (Weekly Payroll Certification).** Each weekly payroll shall be accompanied by a "Statement of Compliance." The Statement of Compliance shall be executed by the original signature of the principal executive of the employer or of a person authorized in writing by the principal. The Statement of Compliance shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
  1. That the weekly payroll contains the information required to be maintained and that the information is correct and complete;
  2. That each laborer or mechanic (including each apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 C.F.R. Part 3; and
  3. That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. If the employer pays a portion of the required fringe benefits to programs and the balance directly to the employee, the employer shall explain

those differences in the spaces provided on the Statement of Compliance. If the employer pays the fringe benefits directly to the employees, then the employer shall add the cash equivalent of the fringe benefits to the reported basic hourly rate of pay.

- 4) **"No Work" payrolls.** Employers are not required to submit CPRs for weeks during which no work was performed on the site of the work provided that the CPRs are numbered sequentially and that the employer has provided written notice that its work on the project has been suspended.
- 5) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

**(iii) Other reports**

- Quarterly Employment Data Report;
- Certificate From Contractor Appointing Officer or Employees to Supervise Payment of Employees;
- Section 3 Employment and Women/Minority Business Plan;
- Certificate for Contracts, Grants, Loans and Cooperative Agreements;
- Contractor and Subcontractor(s) Profile(s); and
- Section 3 Certification requirements

**(iv) Inspection of Records and On-site Interviews.**

Each employer shall make the required records (CPRs and related documents) available for inspection, copying or transcription by authorized representatives of the Grantee, HUD or DOL. In addition, each employer shall permit authorized representatives to interview employees during working hours on the job site. Failure by any employer to submit the required records or to make them available, or to permit on-site employee interviews may, after written notice to the contractor, cause a suspension of any further payment, advance or guarantee of funds. In addition, failure to submit the records on request or to make them available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

**(v) Requests by Outside Parties for Payrolls.**

In order to protect the personal privacy interests of employees, copies of weekly payrolls shall not be released to outside parties and may be withheld under Exemption 6 of the Freedom of Information Act (FOIA) unless the employee's personal identifiers (e.g., name, address, social security number) are first deleted.

**(vi) Confidentiality.**

The identity of any person providing information concerning the labor standards compliance of any contractor or subcontractor shall not be disclosed in any manner to anyone other than the Grantee or Federal officials unless written consent is provided in advance by such person. Additionally, any portions of a statement or written document provided by such person, which would reveal the identity of the source shall not be disclosed without prior written consent. Disclosure of such statements and documents shall be governed by the provisions of the FOIA and the Privacy Act of 1974.

- a. **Privacy Act Release.** The Grantee's Labor Standards Designee shall make available a Privacy Act Release format to each person making a statement or providing documentation, which alleges

underpayment of wages. The format shall permit such person to indicate whether disclosure of identity is authorized.

*The Grantee may develop a form for its use in its jurisdiction for this purpose.*

- b. DOL investigatory materials.** From time to time, the DOL may furnish investigatory materials to the Grantee or HUD in the course of its administration and enforcement operations. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Grantee or HUD staff responsible for administering the contract without prior approval from the DOL.

Subrecipient shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements. Grantee will review all certified payrolls and conduct worker interviews and will hold the contractor responsible for compliance with labor, EEO, Section 3 employment opportunities and minority business requirements. The County, through Grantee, reserves the right to withhold funds from the general contractor to compensate workers in accordance with the appropriate wage scales as promulgated by the U.S. Department of Labor.

#### **D. Compliance Violation(s) Provisions**

As required by the Davis-Bacon Act and applicable Harris County Guidelines, the Subrecipient and the contractor, through the Subrecipient, shall be assessed fines for compliance violations.

- (i) The Grantee shall issue a written Notice of Non-Compliance or wage restitution letter detailing each violation as it arises with instructions on how to cure the violation. The Notice of Non-Compliance or wage restitution letter shall provide for a fifteen (15) to thirty (30) calendar day grace period from the date of the written notice or letter for corrective actions.
- (ii) Violations shall be punishable against the Subrecipient or the contractor, through the Subrecipient, on a per day/per violation basis and, provided the Grantee has not received reports documenting corrective actions.

- 16. The Subrecipient will not be permitted to perform any "force account work," wherein the Subrecipient uses its own employees, materials, and/or equipment. All portions of construction work will be subject to the competitive bidding process referenced above.
- 17. The Subrecipient's contractor shall furnish, deliver, and install one 4'-0" X 8'-0" temporary project sign according to Harris County specifications. The Subrecipient will ensure that the specifications will be made part of the project manual and the cost of the project sign will be included in all bids.
- 18. The Subrecipient's contractor, on all building projects, shall furnish, deliver, and install one 18" X 24" bronze plaque, built according to Harris County specifications. The Subrecipient will ensure that the specifications be made part of the project manual and the cost of the plaque will be included in all bids.
- 19. The General Contractor and subcontractors are required to submit all Davis-Bacon and Related Acts (DBRA) and Section 3 compliance documents using the LCPTracker Labor Compliance Software system.

## **Exhibit D, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:


(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 6<sup>th</sup> day of December, 2019.

By:   
(Signature)  
Corby D. Alexander  
(Type or Print Name)  
City Manager  
(Title)

Covered Action: **CITY OF LAPORTE FOR THE NORTHSIDE NEIGHBORHOOD  
DRAINAGE IMPROVEMENTS PROJECT D2017-044**



## Exhibit E, CONFLICT OF INTEREST

### All Applicants

The standards in OMB Circular A-110, Subpart C, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selection for an award.

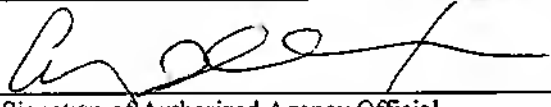
### CDBG and HOME Applicants Only

The CDBG regulations at 24 C.F.R. §570.611 and HOME regulations at 24 C.F.R. §92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipient that is receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

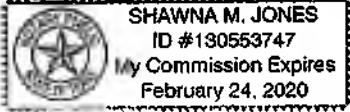
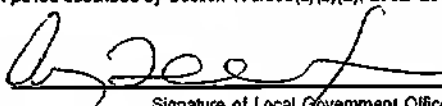
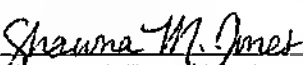
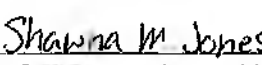

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

<input checked="" type="checkbox"/>	I certify that no conflict of interest exists between Harris County and <u>City of La Porte</u> (Name of Organization)
<input checked="" type="checkbox"/>	I certify that no conflict of interest exists between the subcontractors of and <u>City of La Porte</u> (Name of Organization)
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
<input type="checkbox"/>	I certify that a conflict of interest does exist between Harris County and  (Name of Organization)
<input type="checkbox"/>	I certify that a conflict of interest does exist between  (Name of subcontractor) and  (Name of Organization)

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

	<u>12-6-19</u>
Signature of Authorized Agency Official	Date
<u>Corby D. Alexander City Manager</u>	
Typed Name and Title	

# EXHIBIT F, CONFLICT DISCLOSURE STATEMENT

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>(Instructions for completing and filing this form are provided on the next page.)</p>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; padding: 2px; min-height: 100px;"> <p>Date Received</p> </div>
<b>1</b>	<b>Name of Local Government Officer</b>  <div style="font-family: cursive; font-size: 1.2em;">Corby D. Alexander</div>	
<b>2</b>	<b>Office Held</b>  <div style="font-family: cursive; font-size: 1.2em;">City Manager</div>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  <div style="font-family: cursive; font-size: 1.2em;">N/A</div>	
<b>4</b>	<b>Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</b>  <div style="font-family: cursive; font-size: 1.2em;">N/A</div>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>	
<div style="display: flex; justify-content: space-between;"> <div>Date Gift Accepted <u>N/A</u></div> <div>Description of Gift <u>N/A</u></div> </div>		
<div style="display: flex; justify-content: space-between;"> <div>Date Gift Accepted <u>N/A</u></div> <div>Description of Gift <u>N/A</u></div> </div>		
<div style="display: flex; justify-content: space-between;"> <div>Date Gift Accepted <u>N/A</u></div> <div>Description of Gift <u>N/A</u></div> </div>		
(attach additional forms as necessary)		
<b>6</b>	<b>AFFIDAVIT</b>	
<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;">  </div> <div style="width: 65%; text-align: center;"> <div style="font-family: cursive; font-size: 1.5em; margin-bottom: 5px;">  </div> <div style="border-top: 1px solid black; margin-top: 5px;">             Signature of Local Government Officer           </div> </div> </div>		
<p><b>AFFIX NOTARY STAMP / SEAL ABOVE</b></p>		
<p>Sworn to and subscribed before me, by the said <u>Corby Alexander</u>, this the <u>6th</u> day of <u>December</u>, 20<u>19</u>, to certify which, witness my hand and seal of office.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <div style="font-family: cursive; font-size: 1.2em; margin-bottom: 5px;">  </div> <div style="border-top: 1px solid black; margin-top: 5px;">             Signature of officer administering oath           </div> </div> <div style="width: 30%;"> <div style="font-family: cursive; font-size: 1.2em; margin-bottom: 5px;">  </div> <div style="border-top: 1px solid black; margin-top: 5px;">             Printed name of officer administering oath           </div> </div> <div style="width: 30%;"> <div style="font-family: cursive; font-size: 1.2em; margin-bottom: 5px;">  </div> <div style="border-top: 1px solid black; margin-top: 5px;">             Title of officer administering oath           </div> </div> </div>		

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Revised 11/30/2015

## EXHIBIT F, CONFLICT DISCLOSURE STATEMENT, (p. 2)

### LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

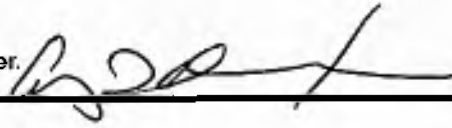
Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

#### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.

6. **Affidavit.** Signature of local government officer.



**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
- (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

# EXHIBIT G, CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p><b>2</b> <input type="checkbox"/> 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.)</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p><b>4</b> 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.</p> <div style="margin-top: 20px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> <span style="font-size: 1.5em;">N/A</span> </div> </div> <div style="margin-top: 20px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> <span style="font-size: 1.5em;">N/A</span> </div> </div>		
<p><b>5</b> 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.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p><b>6</b> <input type="checkbox"/> 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).</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p><b>7</b></p> <p style="font-size: 1.2em; font-family: cursive;">[Signature]</p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; font-family: cursive;">12-6-19</p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

## EXHIBIT G, CONFLICT OF INTEREST QUESTIONNAIRE, (p.2)

### CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## Exhibit H, DEED OF TRUST TO SECURE PERFORMANCE

Date: \_\_\_\_\_, 2019.

Grantor:

Grantor's Mailing Address:

**SAMPLE**

Trustee:

Lina Hidalgo, County Judge of Harris County Texas  
(or her successor in office)

Trustee's Mailing Address (including county):

1001 Preston, Suite 911, Houston, Harris County, Texas 77002

Beneficiary:

Harris County, a body politic and corporate under the laws of  
the State of Texas

1001 Preston, Suite 911, Houston,

Beneficiary's Mailing Address (including county): Harris County, Texas 77002

Property (including improvements):

See Exhibit A attached hereto and made a part hereof for all purposes.

Prior Lien(s) (including recording information):

Other Exceptions to Conveyance and Warranty:

Easements, rights of way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments that affect the property.

### GRANT

On or about \_\_\_\_\_, 2019, \_\_\_\_\_ and Harris County entered into an agreement for the acquisition of land or the construction/rehabilitation/renovation of a \_\_\_\_\_ utilizing Community Development Block Grant (CDBG) funds from the United States Government as authorized under Title I of the Housing and Community Development Act of 1974. Such Agreement is sometimes called "the Agreement" in this document.

Such Agreement was considered and approved by Commissioners Court on \_\_\_\_\_, 2019; the order approving the agreement is recorded at Vol. \_\_\_\_\_ Page \_\_\_\_\_ in the Harris County Clerk's Commissioners Court Minutes. The Agreement and Order approving the same is incorporated in this document by reference for all purposes.

Funds provided under the Agreement have been utilized to purchase the property by \_\_\_\_\_.

For value received and to secure performance of the obligations of Grantor contained on the Agreement and in this Deed of Trust Grantor conveys the property to Trustee in trust.

If Grantor performs all the covenants of this deed of trust and the Agreement, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expenses five (5) years from the date of funding, or when such funds have been expended for the purposes of the Project, or the Project is completed as described in Section III. TIME OF PERFORMANCE of the Agreement, whichever occurs at a later date.

Grantor warrants and agrees to defend the title to the property.

GRANTOR'S ADDITIONAL OBLIGATIONS

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments, if any, on the property when due and provide Beneficiary with evidence of such payment within ten days of such payment;
3. Preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
  - a. covers all improvements to their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
  - b. contains an 80 percent coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Beneficiary with a standard mortgage clause;
  - e. provides flood insurance at any time the property is in a flood hazard area; and
  - f. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80 percent coinsurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary ten (10) days prior to expiration;
7. If this is not a first lien, pay all prior lien Agreements and abide by all prior lien instruments;
8. Perform all obligations Grantor is required to perform in the Agreement;
9. Comply at all times with the terms of any restrictive covenants applicable to the property
10. Provide such financial reports and other documents as Beneficiary may from time to time request in order to assure that \_\_\_\_\_ is in compliance with this deed of trust and the Agreement.

#### BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If Grantor fails to perform any obligations, Beneficiary may perform those obligations and be reimbursed by the Grantor on demand at Beneficiary's address for any sums so paid, including attorney's fees, plus interest at 12 percent per annum. The sum to be reimbursed shall be secured by this deed of trust.
3. If Grantor fails to perform any of Grantor's obligations on this deed of trust or the Agreement or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
  - a. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
  - b. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on any sums owed Beneficiary.

#### TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent, give notice of the foreclosure sale as required by the Texas Property Code as then amended.
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyances and warranty; and
3. From the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a commission to trustee of 5 percent of the bid;
  - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amount required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance.

#### GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.



4. This lien shall remain superior to liens later created.
5. If any portion of any sums owed to Beneficiary cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property; from private sales in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce any sums owed Beneficiary. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the receipts of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the agreement or this deed of trust. If Grantor defaults in performance of the Agreement or this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses insured in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Agreement and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted payment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all instruments concerning the debt.
9. Grantor hereby covenants, represents and warrants to Beneficiary that Grantor's intended occupancy, operation, and use of the Property do not and will not violate any applicable environmental law pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-75 (1986) as amended by the Superfund Amendments and Reauthorization Act, Publ. L. No. 99-499, 100 stat. 1613 (1986) ("CERCLA"), the Resource Conservation and recovery Act of 1976, 42 U.S.C. §§ 6901-91 (1985) as amended from time to time ("RCRA"), the Texas Water Code, as amended from time to time, the Texas Solid Waste Disposal Act, as amended from time to time. Beneficiary makes no representations or warranties whatsoever to Grantor regarding the presence or absence of hazardous or toxic materials in, at or under the Property.
10. When the context requires, singular nouns and pronouns include the plural.
11. This deed of trust shall bind inure to the benefit of, and be exercised by successors in interest of all parties.

## SECURITY AGREEMENT

1. In addition to creating a deed of trust on all the real and other property described above, Grantor also grants to Beneficiary a security interest in all property other than the realty pursuant to the Texas Uniform Commercial Code. Grantor grants to Beneficiary a security interest in all equipment, accounts, general intangibles, fixtures and other personal property used or acquired for use, on or in connection with the use or operation of the Property, or otherwise related to the Property and all products and proceeds thereof; all of which are hereinafter referred to as the Collateral for the purposes of this section of the deed of trust. In this section of the deed of trust the Beneficiary is sometimes called the Secured Party.
2. Debtor covenants and agrees with Secured Party that:
  - (a) In addition to and cumulative of any other remedies granted in this instrument to Secured Party or the Trustee, Secured Party or the Trustee may, upon or at any time after default under the instrument, proceed under the Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a Secured party under the Uniform Commercial Code, including without limitation the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or use the Collateral and any part or parts thereof in any manner authorized

- or permitted under the Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs expenses, attorney's fees and legal expenses incurred by Secured Party, and toward payment of the Indebtedness in such order or manner as Secured Party may elect. Among the rights of Secured Party upon and after the occurrence of an event of default, and without limitation, Secured Party shall have the right to take possession of the Collateral and to enter upon any premise where the same may be situated for such purpose without being deemed necessary, appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease other use or disposition as herein authorized. To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to the Debtor at the address designated at the beginning of this instrument (or if no address is designated, at Debtor's most recent address as shown by the records of the Secured Party) at least ten (10) days before the time of any public sale or disposition, or the date after which the Collateral will be sold or disposed of by private sale, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of any such notice.
- (b) Secured Party is expressly granted the right, at its option, to transfer at any time to itself to its nominee the Collateral or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Indebtedness or to apply it on the principal and interest or other amount owing on any of the Indebtedness, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshaling of assets or sale in inverse order of alienation, including any such rights with respect to the Collateral are hereby waived.
  - (c) All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or use of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein, and no other proof shall be required to establish the full legal propriety of the sale or other action or of any fact, condition or thing incident thereto and all recitals in any instrument shall be presumed conclusively to have performed or to have occurred.
  - (d) Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designed by Secured Party that is reasonably convenient to both parties. All expenses of retaking, holding preparing for sale, lease, or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorney's fees, legal expenses and costs shall be added to the Indebtedness secured by this instrument and Debtor shall be liable therefore,
  - (e) Should Secured Party elect to exercise its rights under said Uniform Code as to part of the personal property or fixtures described herein, this election shall not preclude any other exercise of the rights and remedies granted by the other Articles of this instrument as to the remaining personal property or fixtures.
  - (f) Secured Party may, at its election, at any time after delivery of this instrument, sign one or more copies hereof in order that such copies may be used as a financing statement under said Uniform Commercial Code. Said signature by Secured Party may be placed between the last sentence of this instrument and Debtor's acknowledgement or may follow Debtor's acknowledgement. Secured Party's signature need not be acknowledged and is not necessary to the effectiveness hereof as a deed of trust, mortgage, assignment, pledge, and security agreement or (unless otherwise required by applicable law) as a financing statement.
  - (g) So long as any amount remains unpaid on the Indebtedness, Debtor will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder, unless prior written specific consent and approval of Secured Party shall have been first obtained.
  - (h) Secured Party is authorized to file in any jurisdiction where Secured Party deems it necessary, a financing statement or statements and one or more continuation statement, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements, continuation statements or both pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording in all public offices at any time and from time to time whenever filing or recording of any financing statement, continuation statement or this instrument is deemed by Secured Party to be necessary or desirable.
  - (i) Certain of the Collateral is or will become "fixtures" (as that term is defined in said Uniform Commercial Code) on the real estate described or referred to in this instrument, and this instrument upon being filed for record in the real estate records of the county wherein such fixtures are situated shall operate also as a financing statement upon such of the Collateral which is or may become fixtures.

3. Debtor further warrants and represents to Secured Party that, except for the security interest granted hereby in the Collateral, Debtor is the legal and equitable owner and holder of the Collateral free of any adverse claim and free of any security interest or encumbrance except only those (if any) expressly hereinafter referred to or described, and Debtor agrees to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor further warrants and represents that Debtor has not heretofore signed any financing statement directly or indirectly affecting the Collateral or any part thereof, and no such financing statement signed by Debtor is now on file in any public office except only those statement (if any) true and correct copies of which have been delivered to Secured Party.
4. In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the property may be sold as a whole at Beneficiary's option and that the property need not be present at the place of sale.

#### VENDORS LIEN

The debt evidenced by the Agreement is in part payment of the purchase of the property; the debt is secured both by this deed of trust and by the vendor's lien on the property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust by reference.

#### RESTRICTIONS ON TRANSFER

If all or any part of the Property is sold, conveyed, leased for a period longer than three (3) years, leased with an option to purchase, or otherwise sold (including by contract for deed), without the prior written consent of the Beneficiary, then the Beneficiary may at Beneficiary's option declare the outstanding principal balance of the Agreement, plus accrued interest, to be immediately due and payable.

## **EXHIBIT I, REQUIRED FEDERAL GRANT CONTRACT PROVISIONS**

Pursuant to 2 C.F.R. Part 200 Appendix II, the Contractor shall agree to the following, in addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable:

- I.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- II.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- III.** Equal Employment Opportunity
  - (1) If this contract is a non-construction contract, the Contractor agrees as follows:
    - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    - (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing,

or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (e) The Contractor will comply with all provisions of Executive Order 11246 - Equal Employment Opportunity, as Amended (Order 11246) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (h) The Contractor will include the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (2) If this contract is a construction contract, the Contractor agrees as follows:
- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (h) The Contractor will include the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until



satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **IV. Davis Bacon Act**

The Contractor hereby agrees to abide by the Davis-Bacon Act and Related Acts, including the Copeland “Anti-Kickback” Act. The Contractor shall require that all subcontractors abide by the Davis-Bacon Acts and Related Acts.

**Applicability** – The Davis-Bacon and Related Acts apply to all construction work financed in whole or in part with federal assistance including rehabilitation of residential property, if such property contains 8 or more units.

**Exceptions** – The provisions relating to wages pursuant to Davis-Bacon and Related Acts requirements in any contract or agreement for assistance, sale, or lease, shall not apply to any individual who performs services for which the individual volunteered, or does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor (DOL)) to all laborers and mechanics on federally funded and District of Columbia construction projects in excess of \$2,000.00. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Davis-Bacon wage rate applies to The U. S. Department of Housing and Urban Development (HUD) projects because of a labor provision contained in one of HUD’s “Related Acts” such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Economic Development Act of 1974, the National Affordable Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are referred to as the Davis-Bacon and Related Act or DBRA. The DOL has published rules and pertinent implementation information concerning Davis-Bacon and other laws in the Code of Federal Regulations (CFR). These regulations are found in Title 29 C.F.R. Parts 1, 3, 5, 6 and 7.

Part 1 of the DOL regulation (29 CFR) explains how the DOL establishes and publishes DBA wage determinations (e.g. wage decisions) and provides instructions on how to use the determinations. Part 3 of the DOL regulation (29 CFR) describes the Copeland Act. The Copeland Act (Anti—Kickback Act) makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions. Part 5 of the DOL regulation (29 CFR) covers the labor standards provisions relating to the Davis-Bacon Act wage rates and the responsibilities of Contractors and contracting agencies to administer and enforce the provisions. Part 6 of the DOL regulation (29 CFR) provides for administrative proceedings enforcing federal labor standards on construction and service contracts. Last, Part 7 of the DOL regulation (29 CFR)

sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

All suspected or reported violations shall be reported to the awarding agency.

#### **V. Contract Work Hours and Safety Act**

The Contractor hereby agrees to abide by the Contract Work Hours and Safety Act (40 U.S.C. 3701–3708). The Contract Work Hours and Safety Act (CWHSSA) require time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. The CWHSSA applies to both direct federal contracts and to indirect federally-assisted contracts except where the assistance is solely in the nature of loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for federal criminal prosecution. The Contractor shall include a provision requiring adherence to Contract Work Hours and Safety Act in all subcontracts.

#### **VI. Patents and Copyrights**

If this agreement results in any copyrightable material, the Grantee and/or the Grantor reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes. Recipients shall have no obligation to the federal government with respect to program income earned from license fees and royalties for copyrighted materials, patents, patent applications, trademarks, and inventions produced under this award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.

#### **VII. Federal Environmental Regulations**

Contractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and all other relevant federal environmental regulations.

Contractors securing a contract in excess of \$100,000.00 will not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR 15.4.

Violations of this provision or of the aforementioned acts shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **VIII. Debarment and Suspension**

A contract award shall not be made with any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors shall not hire subcontractors on any of the aforementioned lists.

#### **IX. Byrd Anti-Lobbying Amendment**

In accordance with the Byrd Amendment, U.S. Code Title 31 Chapter 13 §1352 the Contractor shall certify and shall require that all subcontractors certify the following:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **X. Solid Waste Removal**

The Contractor shall comply and shall require subcontractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **XI. Failure to comply**

Failure to comply with any part these provisions constitutes a material breach of this Agreement. The event of such a breach may result in compensation being withheld or suspended, termination of the Agreement, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part200 and statutes and regulations related to the formation and execution of this Agreement. The Grantor and Grantee are also entitled to all relief available under 2 CFR Part200 and all statutes and regulations related to the formation and execution of this Agreement.

## EXHIBIT J, CDBG-DR FEDERAL REGULATIONS

A grantee and all subgrantees shall abide by all local, state, and federal regulations of the Community Development Based Grant (CDBG). A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section and any applicable amendments.

(i) Contract provisions. A grantee and all subgrantees shall comply with the following:

1. Title I of the Housing and Community Development Act of 1974;
2. 24 CFR Part 570 Community Development Block Grants (CDBG) and Community Development Block Grants Disaster Recovery (CDBG-DR) regulations;
3. Public Law December 27, 2017 (Vol. 82, Federal Register 61320-61323) (Appropriation Act that provides funding specifically for Hurricane Harvey);
4. Uniform Relocation Act (URA) (29 CFR Part 24, et al.) (42 USC 4601-4655);
5. Davis-Bacon Act (40 U.S.C. 276a to 276a-7);
6. Citizen Participation Plan; Local Governments (24 CFR 91.105);
7. Contract Work Hours and Safety Standards Act (40 USC 327);
8. Kickbacks from Public Works Employees (18 USC 874);
9. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to The Contract Work Hours And Safety Standards Act) (9 CFR Part 5) (Section 110 of the Housing and Community Development Act of 1974), Copeland Anti-Kick Back (18 USC 874);
10. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and implementing regulations at 24 CFR Part 135;
11. Hatch Act (5 USC 1501-1508) (5 USC Chapter 15);
12. Insurance and Bonding (24 CFR 200);
13. Documentation and Record Keeping (24 CFR 570);
14. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (updated version of 24 CFR Part 85);
15. Procurement and Contractor Oversight (2 CFR 200);
16. Nondiscrimination (24 CFR Part 6), Architectural Barriers Act (42 USC 4151-4157) and the Americans with Disabilities Act (ADA) (42 USC 12131; 47 USC 155, 201, 218, and 225), State and Local Nondiscrimination Provisions, and Title VI of the Civil Rights Act of 1964 (24 CFR Part 1);
17. Affirmative Action (Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR Chapter 60), Women-and Minority-Owned Businesses (W/MBE) (2 CFR Part 200);
18. Limited English Proficiency (LEP) (Title VI of the Civil Rights Act of 1964; Executive Order 13166);
19. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) and Duplication of Benefits (42 U.S.C. § 5155);
20. National Environment Policy Act of 1969 (24 CFR Part 50);
21. Cash Management Improvement Act (31 CFR Part 205);
22. Government Debarment and Suspension and Governmentwide Requirements for Drug-Free Workplace (24 CFR Part 24) (Executive Order 12549: Debarment and Suspension);

23. Environmental Review (24 CFR Part 58); The Clean Air Act (42 USC 7401 et. Seq), Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency 40 CFR Parts 6, 51, 93), Federal Water Pollution Control Act (33 USC 1251, et seq.), Flood Disaster Protection (Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, Section 582 of the National Flood Insurance Reform Act of 1994, as amended – 42 USC 5154a), Lead Based Paint (24 CFR Part 35; 42 USC 4851-4856), Historic Preservation (National Historic Preservation Act of 1966);
24. Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170);
25. Section 104(d) Relocation and One-for-One Replacement Requirements (24 CFR Part 42); and
26. Whistleblower Protection Act (41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908; 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation); and
27. all applicable Federal Register Notices.

## **EXHIBIT K, GLO INFORMATION SECURITY APPENDIX**

### **1. Definitions**

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

### **2. Security and Privacy Compliance**

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Harris County shall ensure that the requirements stated herein are imposed on any subcontractor of Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Harris County. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

### **3. Data Ownership**

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Harris County or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to Harris County and/or the GLO all Harris County-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Harris County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Harris County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the

purposes that make the return of Harris County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Harris County or the GLO may direct Contractor to destroy any Harris County-owned or GLO-owned data in Contractor's possession. Any such destruction shall be verified by Contractor and Harris County and/or the GLO.

#### **4. Data Mining**

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

#### **5. Breach of Security**

- a. Contractor agrees to provide Harris County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Harris County with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at [brandon.rogers@glo.texas.gov](mailto:brandon.rogers@glo.texas.gov).
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

#### **6. Right to Audit**

- a. Upon Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Harris County or GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Harris County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning Harris County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Harris County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.



THE STATE OF TEXAS §  
 §  
 COUNTY OF HARRIS §

DEC 17 2019  
 APPROVE E/G  
 Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_\_ day of DEC 17 2019, with the following members present, to wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

And the following members absent, to-wit none, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS COUNTY  
 AND CITY OF LAPORTE FOR THE NORTHSIDE NEIGHBORHOOD DRAINAGE  
 IMPROVEMENTS PROJECT**

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

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**RECITALS:**

THIS AGREEMENT, is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein called the "Grantee," and the City of LaPorte, a body politic and corporate under the laws of Texas, herein called, the "Subrecipient."

WHEREAS, On August 25, 2017, Harris County sustained significant damage when Hurricane Harvey made landfall as a Category 4 hurricane and over the next four days dropped as much as 60 inches of rain along the Gulf Coast including Harris County that resulted in a Presidentially Declared Disaster;

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) has allocated \$5.024 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the state of Texas in response to Hurricane Harvey, DR-4332, through the publication of the Federal Register, Vol.

83, No. 28, Friday, February 9, 2018; and an additional \$652,175,000 through the publication of the Federal Register, Vol. 83, No. 157, Tuesday, August 14, 2018.

WHEREAS, In the State of Texas Action Plan submitted to U.S. HUD on May 8, 2018 by the Texas General Land Office (GLO), the State made a direct allocation of \$1,115,386,830 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to Harris County; and

WHEREAS, The GLO on May 9, 2018 notified Harris County to complete a Supplemental Action Plan, for Hurricane Harvey Round 1 CDBG-DR funding, which will be amended into the State's Action Plan; and

WHEREAS, in accordance with GLO requirements, on July 10, 2018 the Harris County Commissioner Court approved the Harris County Supplemental Action Plan and resolved to submit the plan to the GLO; and

WHEREAS, on October 23, 2018 the Harris County Commissioner Court approved the Harris County Method of Distribution (MOD) and GLO has approved the MOD; and

WHEREAS, all of the Infrastructure Project Applications for the 2017 Hurricane Harvey Texas Community Development Block Grant Disaster Recovery Round Funding will be approved on Commissioners Court and submitted to the Texas General Land Office; and

WHEREAS, the GLO, and County DUNS No. 072206378 (each a "Party" and collectively "the Parties,") entered into a "Subrecipient Agreement" (the "Contract") on January 29, 2019 and subsequent Amendments, under the HUD 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program to provide financial assistance with funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law No. 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in the areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*);

WHEREAS, the Grantee and Subrecipient desire to enter into an agreement whereby the Grantee will grant CDBG-DR funds to the Subrecipient for the purpose of Northside Neighborhood Drainage Improvements Project, which is an eligible activity under the rules and regulations regarding CDBG-DR Program grant funds;

WHEREAS, the Subrecipient has submitted an application to the Grantee for CDBG-Disaster Recovery funding to implement the above-described Project and shall perform the activities in a manner satisfactory to the Grantee;

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-DR funds; and

WHEREAS, the Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include reference to Harris

County Community Services Department (HCCSD) for the support provided herein.

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

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

Section 2: The Executive Director of Harris County Community Services Department or their Designee is hereby authorized to execute an Agreement between Harris County and City of LaPorte for the partial funding of the Northside Neighborhood Drainage Improvements Project, in the amount not to exceed \$3,472,757.00. The Agreement is attached hereto and made a part hereof for all purposes.

Section 3: The Harris County Community Services Department and its Executive Director or their Designee are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purpose of this Agreement.

## Notifications Report

Agency

Bid Number

Bid Title

City of La Porte

23021

Northside Neighborhood Drainage Improvements Phase 2

Vendor Name	Date	Reason
AAA Asphalt Paving Inc	2023-08-17 07:42:04	Bid Notification
AAA Asphalt Paving Inc.	2023-08-17 07:42:04	Bid Notification
AAA Flexible Pipe Cleaning Co. Inc	2023-08-17 07:42:04	Bid Notification
Advanced Facility Maintenance	2023-08-17 07:42:04	Bid Notification
AHRG, Corporation	2023-08-17 07:42:04	Bid Notification
All Points Inspection Services, Inc.	2023-08-17 07:42:04	Bid Notification
All Pro General Construction, Inc.	2023-08-17 07:42:04	Bid Notification
American Pavement Solutions	2023-08-17 07:42:04	Bid Notification
Anderson Pollution Control, Inc.	2023-08-17 07:42:04	Bid Notification
Blackbird renewable energy	2023-08-17 07:42:04	Bid Notification
Bleyl Interests, Inc.	2023-08-17 07:42:04	Bid Notification
Boyer, Inc.	2023-08-17 07:42:04	Bid Notification
Calco Contracting, Ltd.	2023-08-17 07:42:04	Bid Notification
CDC News	2023-08-17 07:42:04	Bid Notification
Chief Solutions, Inc.	2023-08-17 07:42:04	Bid Notification
CrowderGulf	2023-08-17 07:42:04	Bid Notification
CSI Consolidated LLC dba CleanServe LLC	2023-08-17 07:42:04	Bid Notification
D Davila	2023-08-17 07:42:04	Bid Notification
derk harmsen const. co inc	2023-08-17 07:42:04	Bid Notification
Dort & O'Connor Contractors	2023-08-17 07:42:04	Bid Notification
DRC Emergency Services	2023-08-17 07:42:04	Bid Notification
Environmental Allies	2023-08-17 07:42:04	Bid Notification
F&L Coatings and Concrete, LLC	2023-08-17 07:42:04	Bid Notification
Fielder's Choice, Inc.	2023-08-17 07:42:04	Bid Notification
Greenlee Plumbing Services, Inc.	2023-08-17 07:42:04	Bid Notification
GW Phillips Construction, INC.	2023-08-17 07:42:04	Bid Notification
Hayden Paving, Inc.	2023-08-17 07:42:04	Bid Notification
HDR Engineering, Inc.	2023-08-17 07:42:04	Bid Notification
Horseshoe Construction, Inc	2023-08-17 07:42:04	Bid Notification
HR Green, Inc.	2023-08-17 07:42:04	Bid Notification
IPR South Central LLC	2023-08-17 07:42:04	Bid Notification

ISC Global Services, Inc.	2023-08-17 07:42:04	Bid Notification
ISI Contracting, Inc.	2023-08-17 07:42:04	Bid Notification
J&G Concrete Products	2023-08-17 07:42:04	Bid Notification
JERDON ENTERPRISE, L.P.	2023-08-17 07:42:04	Bid Notification
K2 Services, LLC	2023-08-17 07:42:04	Bid Notification
KING SOLUTION SERVICES LLC	2023-08-17 07:42:04	Bid Notification
National PowerRodding Corp.	2023-08-17 07:42:04	Bid Notification
National Works, Inc.	2023-08-17 07:42:04	Bid Notification
Paskey Incorporated	2023-08-17 07:42:04	Bid Notification
Paskey Incorporated	2023-08-17 07:42:04	Bid Notification
PLW Waterworks, LLC	2023-08-17 07:42:04	Bid Notification
Polston Applied Technologies CA-TX	2023-08-17 07:42:04	Bid Notification
Professional Service Industries, Inc. (PSI)	2023-08-17 07:42:04	Bid Notification
R J Construction Company, Inc	2023-08-17 07:42:04	Bid Notification
R.H. Shackelford, Inc.	2023-08-17 07:42:04	Bid Notification
RAC Industries, LLC	2023-08-17 07:42:04	Bid Notification
Reliance Construction	2023-08-17 07:42:04	Bid Notification
Resinating LLC	2023-08-17 07:42:04	Bid Notification
SAK Construction, LLC	2023-08-17 07:42:04	Bid Notification
SJ&J CONSTRUCTION, LLC	2023-08-17 07:42:04	Bid Notification
Southern Road & Bridge	2023-08-17 07:42:04	Bid Notification
Specialized Maintenance Services Inc.	2023-08-17 07:42:04	Bid Notification
Specialized Maintenance Services, Inc.	2023-08-17 07:42:04	Bid Notification
Storm-Tex Services, LLC	2023-08-17 07:42:04	Bid Notification
T Gray Utility & Rehab Co.	2023-08-17 07:42:04	Bid Notification
T&T	2023-08-17 07:42:04	Bid Notification
Tandem Services, LLC	2023-08-17 07:42:04	Bid Notification
Taylor & Taylor Construction	2023-08-17 07:42:04	Bid Notification
Teamwork Construction Services, Inc.	2023-08-17 07:42:04	Bid Notification
Texas Materials Group, Inc.	2023-08-17 07:42:04	Bid Notification
Texas Underground, Inc.	2023-08-17 07:42:04	Bid Notification
THE DRC GROUP	2023-08-17 07:42:04	Bid Notification
TLC Trucking & Contracting, Inc.	2023-08-17 07:42:04	Bid Notification

**Access Report**

Agency

Bid Number

Bid Title

City of La Porte

23021

Northside Neighborhood Drainage Improvements Phase 2

<b>Vendor Name</b>	<b>Most Recent Access</b>	<b>Documents</b>
CMS	2023-09-12 12:40 AM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
First Class Units Inc	2023-08-28 09:04 AM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Wayne Enterprises	2023-09-12 01:10 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Alpha Testing, Inc.	2023-08-18 01:36 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Dodge Data & Analytics	2023-09-08 05:00 AM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Raba Kistner	2023-08-24 08:22 AM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Dodge Data & Analytics	2023-09-18 07:52 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Climate Survival Solutions	2023-08-22 01:46 AM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Hearn Company	2023-09-12 08:27 AM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Perkins WS Corporation	2023-09-11 10:24 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Mar-Con Services	2023-09-11 04:11 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Hydro Jet Houston and Drains	2023-09-12 01:21 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
HENECO ENGINEERING AND	2023-09-08 05:04 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Tandem Services, LLC	2023-09-11 02:19 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Environmental Allies	2023-09-11 09:13 AM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
Greenscapes 6	2023-08-23 12:52 PM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf
BorTunCo	2023-09-15 09:36 AM CDT	Bid 23021 Northside Neighborhood Drainage Improvements Phase 2 Final.pdf



PLANNING  
ENGINEERING  
PROGRAM MANAGEMENT

September 26, 2023

**TEXAS**

AUSTIN  
COLLEGE STATION  
CONROE  
CORPUS CHRISTI  
DALLAS  
FORT WORTH  
FRISCO  
HOUSTON  
LAREDO  
SAN ANTONIO  
SAN MARCOS  
WACO

**CALIFORNIA**

LOS ANGELES  
ORANGE  
SAN JOSE

**ILLINOIS**

CHICAGO

**MICHIGAN**

OKEMOS

Mr. Ray Mayo  
Public Works Department  
City of La Porte  
604 W Fairmont Parkway  
La Porte, TX 77571

Re: **Northside Neighborhood Drainage Improvements Phase 2  
Recommendation of Award**

Dear Mr. Mayo:

We have evaluated the bids received on September 12, 2023, for the Northside Neighborhood Drainage Improvements Phase 2 project. Attached is a copy of the bid tabulation prepared for the project including a comparison between the engineer's estimate and the bid tabulation.

A total of three (3) bids were submitted. The bids received were as follows:

Bidder	Bid Amount
Environmental Allies, LCC	\$3,083,414.61
Mar-Con Services, LLC	\$3,805,797.24
Tandem Services, LLC	\$5,036,758.00

The bid prices received are indicative of the current availability and cost of local construction resources.

LAN has reviewed the bid and feels the bid prices are appropriate for the work involved. Based on the provided work experience, Environmental Allies, LCC has demonstrated the capability of performing the quality of work required for this project. Therefore, we recommend the City of La Porte award the contract based on the low bid of \$3,083,414.61 submitted by Environmental Allies, LCC.

If you have any questions or need additional information, please contact me at (713) 266-6900 or [dmbarton@lan-inc.com](mailto:dmbarton@lan-inc.com).

Sincerely,  
Lockwood, Andrews & Newnam, Inc.

David M. Barton, PE, CFM  
Associate, Senior Project Manager

Attachments: Bid Tabulation

Lockwood, Andrews  
& Newnam, Inc.

A LEO A DALY COMPANY

2925 Briarpark Drive  
Suite 400  
Houston, TX 77042  
713.266.6900

lan-inc.com



## BID TABULATION

Project Name:

Northside Neighborhood Drainage Improvements Phase 2

Bid No.

23021

Advertise Date:

08/19/23

Consultant:

Lockwood, Andrews & Newnam, Inc.

Bid Opening Date:

09/12/23

					1		2		3					
					Engineer's Estimate		Avg of Three Low Bidders		Environmental Allies, LCC		Mar-Con Services, LLC		Tandem Services, LLC	
					Grand Total=	\$3,582,796.00	Grand Total=	\$3,975,323.28	Grand Total=	\$3,083,414.61	Grand Total=	\$3,805,797.24	Grand Total=	\$5,036,758.00
Item No	Spec No.	Description	Unit Measure	Unit Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	560, Attachment U	Mobilization, including Project Sign and Site Restoration (not to exceed 5% of total bid)	LS	1	\$167,083.70	\$167,083.70	\$147,536.52	\$147,536.52	\$57,268.66	\$57,268.66	\$155,340.90	\$155,340.90	\$230,000.00	\$230,000.00
2	165, 494, 724, 750	SWPPP, including Stabilized Construction Access	LS	1	\$16,500.00	\$16,500.00	\$40,666.67	\$40,666.67	\$34,000.00	\$34,000.00	\$52,000.00	\$52,000.00	\$36,000.00	\$36,000.00
3	665, 670, 671, 696, 698	Traffic Control & Signage	LS	1	\$38,500.00	\$38,500.00	\$147,667.67	\$147,667.67	\$31,503.00	\$31,503.00	\$351,500.00	\$351,500.00	\$60,000.00	\$60,000.00
4	540	Remove And Dispose Stab Base/Asph Pav (All Depth)	SY	388	\$33.00	\$12,804.00	\$11.40	\$4,423.20	\$6.00	\$2,328.00	\$13.20	\$5,121.60	\$15.00	\$5,820.00
5	104	Remove and Dispose Concrete Driveways	SY	403	\$22.00	\$8,866.00	\$9.00	\$3,627.00	\$5.00	\$2,015.00	\$7.00	\$2,821.00	\$15.00	\$6,045.00
6	495	Remove And Dispose Structures (Inlet)	EA	3	\$715.00	\$2,145.00	\$871.67	\$2,615.00	\$1,165.00	\$3,495.00	\$500.00	\$1,500.00	\$950.00	\$2,850.00
7	465	Remove And Dispose Structures (Pipe)	LF	511	\$24.20	\$12,366.20	\$28.33	\$14,478.33	\$31.00	\$15,841.00	\$19.00	\$9,709.00	\$35.00	\$17,885.00
8	465	Cut and Plug Existing Pipe	EA	1	\$1,100.00	\$1,100.00	\$1,334.33	\$1,334.33	\$1,853.00	\$1,853.00	\$650.00	\$650.00	\$1,500.00	\$1,500.00
9	110	Excavation (Roadway)	CY	194	\$36.30	\$7,042.20	\$27.67	\$5,367.33	\$30.00	\$5,820.00	\$28.00	\$5,432.00	\$25.00	\$4,850.00
10	250	HMAC Base Course - 6" Depth	TON	130	\$154.00	\$20,020.00	\$147.00	\$19,110.00	\$142.00	\$18,460.00	\$159.00	\$20,670.00	\$140.00	\$18,200.00
11	340	HMAC Type D Surface Course 2" thick	TON	50	\$220.00	\$11,000.00	\$207.00	\$10,350.00	\$150.00	\$7,500.00	\$271.00	\$13,550.00	\$200.00	\$10,000.00
12	480	Conc Box Culv Bend, 45 Degree (4 FT X 3 FT)	EA	8	\$2,750.00	\$22,000.00	\$5,306.67	\$42,453.33	\$3,720.00	\$29,760.00	\$3,700.00	\$29,600.00	\$8,500.00	\$68,000.00
13	464	Pipe (PVC) (SCH 40) (6 IN)	LF	17	\$165.00	\$2,805.00	\$59.67	\$1,014.33	\$53.00	\$901.00	\$26.00	\$442.00	\$100.00	\$1,700.00
14	461	18-Inch Corrugated Metal Pipe (Gal Stl)	LF	6	\$96.80	\$580.80	\$88.00	\$528.00	\$69.00	\$414.00	\$85.00	\$510.00	\$110.00	\$660.00
15	HCFC D 02631, HCFC D 02642	24-Inch Corrugated Metal Pipe (Gal Stl)	LF	493	\$179.30	\$88,394.90	\$127.00	\$62,611.00	\$162.00	\$79,866.00	\$94.00	\$46,342.00	\$125.00	\$61,625.00
16	460	24-Inch Reinforced Concrete Pipe	LF	102	\$132.00	\$13,464.00	\$156.26	\$15,938.18	\$171.00	\$17,442.00	\$137.77	\$14,052.54	\$160.00	\$16,320.00
17	480	Conc Box Culv (4 FT X 3 FT)	LF	990	\$624.80	\$618,552.00	\$679.67	\$672,870.00	\$467.00	\$462,330.00	\$487.00	\$482,130.00	\$1,085.00	\$1,074,150.00
18	TXDOT 462, TXDOT 780	Jack Bor Or Tun RCB (8 FT X 4 FT)	LF	420	\$2,750.00	\$1,155,000.00	\$4,469.00	\$1,876,980.00	\$3,325.00	\$1,396,500.00	\$4,057.00	\$1,703,940.00	\$6,025.00	\$2,530,500.00
19	429	Trench Excavation Protection	LF	2,070	\$16.50	\$34,155.00	\$2.03	\$4,209.00	\$2.00	\$4,140.00	\$1.10	\$2,277.00	\$3.00	\$6,210.00
20	TXDOT 465	Concrete Junction Box	EA	3	\$11,000.00	\$33,000.00	\$28,696.00	\$86,088.00	\$33,507.00	\$100,521.00	\$32,581.00	\$97,743.00	\$20,000.00	\$60,000.00
21	472	Type "E" Inlet on Junction Box	EA	1	\$4,400.00	\$4,400.00	\$7,491.33	\$7,491.33	\$12,036.00	\$12,036.00	\$2,438.00	\$2,438.00	\$8,000.00	\$8,000.00
22	TXDOT 110	Excavation (Detention Basin)	CY	15,821	\$44.00	\$696,124.00	\$27.00	\$427,167.00	\$30.00	\$474,630.00	\$31.00	\$490,451.00	\$20.00	\$316,420.00
23	120	Excavation (Channel)	CY	44	\$41.80	\$1,839.20	\$33.17	\$1,459.33	\$31.00	\$1,364.00	\$43.50	\$1,914.00	\$25.00	\$1,100.00
24	109	Concrete Driveway	SY	403	\$99.00	\$39,897.00	\$72.33	\$29,150.33	\$66.00	\$26,598.00	\$71.00	\$28,613.00	\$80.00	\$32,240.00
25	472	Site Restoration	SY	1,939	\$110.00	\$213,290.00	\$4.92	\$9,533.42	\$0.75	\$1,454.25	\$7.00	\$13,573.00	\$7.00	\$13,573.00
26	HCFC D 03310	Concrete Slope Paving (5 IN)	SY	2,262	\$132.00	\$298,584.00	\$120.15	\$271,779.30	\$106.85	\$241,694.70	\$93.60	\$211,723.20	\$160.00	\$361,920.00
27	HCFC D 02378	Riprap (Grade 1)	SY	418	\$110.00	\$45,980.00	\$117.33	\$49,045.33	\$86.00	\$35,948.00	\$106.00	\$44,308.00	\$160.00	\$66,880.00
28	HCFC D 02379	Riprap (Grade 2)	SY	143	\$121.00	\$17,303.00	\$138.67	\$19,829.33	\$124.00	\$17,732.00	\$122.00	\$17,446.00	\$170.00	\$24,310.00
Subtotal						\$3,582,796.00		\$3,975,323.28		\$3,083,414.61		\$3,805,797.24		\$5,036,758.00



# HARRIS COUNTY, TEXAS

## COMMUNITY SERVICES DEPARTMENT

**Thao Costis**  
*Executive Director*

8410 Lantern Point Drive  
Houston, Texas 77054

October 13, 2023

Mr. Corby Alexander, City Manager  
City of LaPorte  
604 W. Fairmont Parkway  
LaPorte, TX 77571

Attn: Ray Mayo

Re: City of La Porte- Northside Neighborhood Drainage Improvement Project; D2017-044

Dear Mr. Alexander:

This office is in receipt of the bid tabulation, Lockwood, Andrews & Newnam, Inc. (Lan), and the City of LaPorte's recommendation for the above referenced project. Based on our review of the submitted documentation, we concur with the recommendation to award the contract for the construction of the Northside Neighborhood Drainage Improvements project to the apparent lowest and responsible bidder (Environmental Allies, LLC) at the base bid including extra work items, in the amount of \$3,083,414.61. Therefore, the City may proceed with issuing the Notice of Award and the letting of the contract.

This project is subject to Section 3 Final "New" Rule, which went into effect on November 30, 2020. The Final "New" Rule Benchmark is that, to the greatest extent feasible, 25% of all labor hours on the project be worked by Section 3 worker and 5% work by targeted workers. Environmental Allies, LLC anticipates subcontractors. Environmental Allies, LLC must demonstrate Qualitative Efforts to reach the Section 3 Benchmarks. Environmental Allies, LLC must document all Qualitative Efforts to meet the Benchmarks. Failure to meet the Benchmarks and/or document Qualitative Efforts could jeopardize future awards.

Pursuant to the terms of the bid specifications for the above referenced project, please forward to this office for review and approval the following documents completed by the contractor within **fifteen (15)** days after being notified as the awarded bidder please submit the following documents:

- List of proposed subcontractors, their corresponding profiles, along with their debarment verification.
- Submit the draft of the Construction contract for our review and approval.

Failure to submit the requested documentation by the above deadline may result in delays to start construction work. If you have any questions or comments, please contact Crystal L. Keller, Infrastructure Investments Manager at (832) 927-8254.

Sincerely,

A handwritten signature in black ink that reads "Gregory Frazier". The script is cursive and fluid.

Gregory J. Frazier  
Director of Infrastructure Investments

GJF/MN/clk

cc: Miriam Moran(public management)

---

**BID FORM**  
**BID 23021- NORTHSIDE NEIGHBORHOOD DRAINAGE IMPROVEMENTS PHASE 2**

DATE: September 14, 2023

Bid of Environmental Allies, LLC an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of \_\_\_\_\_, for the Northside Neighborhood Drainage Improvements Phase 2 for the City of La Porte, Harris County, Texas.

Gentlemen:

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

**BASE BID (Items 1-28)**

**TOTAL BASE BID \$ 3,083,414.61**

**Written Three million, eighty three thousand, four hundred fourteen dollars and 61/100**

It is understood and agreed that the work shall be complete in full within 300 calendar days after the date on which work is to be commenced as established by the Contract Documents.

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

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

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security

shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

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

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

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

Date September 14, 2023

Signed 

By Steven Crianza/Partner  
(Title)

Company Environmental Allies, LLC

9730 Windfern Road, Houston, TX 77064  
(Address)

713-559-9372  
(Telephone Number)

askea@environmentalallies.com  
(Email Address)

  
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. \_\_\_\_\_

Date Received \_\_\_\_\_

**BID FORM**  
**CITY OF LA PORTE**  
**NORTHSIDE NEIGHBORHOOD DRAINAGE IMPROVEMENTS PHASE 2**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>SPECIFICATION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Mobilization, including Project Sign and Site Restoration (not to exceed 5% of total bid)	560, Attachment U	LS	1	\$57,268.66	\$57,268.66
2	SWPPP, including Stabilized Construction Access	165, 494, 724, 750	LS	1	\$34,000.00	\$34,000.00
3	Traffic Control & Signage	665, 670, 671, 696, 698	LS	1	\$31,503.00	\$31,503.00
4	Remove And Dispose Stab Base/Asph Pav (All Depth)	540	SY	388	\$6.00	\$2,328.00
5	Remove and Dispose Concrete Driveways	104	SY	403	\$5.00	\$2,015.00
6	Remove And Dispose Structures (Inlet)	495	EA	3	\$1,165.00	\$3,495.00
7	Remove And Dispose Structures (Pipe)	465	LF	511	\$31.00	\$15,841.00
8	Cut and Plug Existing Pipe	465	EA	1	\$1,853.00	\$1,853.00
9	Excavation (Roadway)	110	CY	194	\$30.00	\$5,820.00
10	HMAC Base Course - 6" Depth	250	TON	130	\$142.00	\$18,460.00
11	HMAC Type D Surface Course 2" thick	340	TON	50	\$150.00	\$7,500.00
12	Conc Box Culv Bend, 45 Degree (4 FT X 3 FT)	480	EA	8	\$3,720.00	\$29,760.00
13	Pipe (PVC) (SCH 40) (6 IN)	464	LF	17	\$53.00	\$901.00
14	18-Inch Corrugated Metal Pipe (Gal Stl)	461	LF	6	\$69.00	\$414.00
15	24-Inch Corrugated Metal Pipe (Gal Stl)	HCFCD 02631, HCFCD 02642	LF	493	\$162.00	\$79,866.00
16	24-Inch Reinforced Concrete Pipe	460	LF	102	\$171.00	\$17,442.00
17	Conc Box Culv (4 FT X 3 FT)	480	LF	990	\$467.00	\$462,330.00
18	Jack Bor Or Tun RCB (8 FT X 4 FT)	TXDOT 462, TXDOT 780	LF	420	\$3,325.00	\$1,396,500.00
19	Trench Excavation Protection	429	LF	2070	\$2.00	\$4,140.00
20	Concrete Junction Box	TXDOT 465	EA	3	\$33,507.00	\$100,521.00
21	Type "E" Inlet on Junction Box	472	EA	1	\$12,036.00	\$12,036.00
22	Excavation (Detention Basin)	TXDOT 110	CY	15821	\$30.00	\$474,630.00
23	Excavation (Channel)	120	CY	44	\$31.00	\$1,364.00
24	Concrete Driveway	109	SY	403	\$66.00	\$26,598.00
25	Site Restoration	472	SY	1939	\$0.75	\$1,454.25
26	Concrete Slope Paving (5 IN)	HCFCD 03310	SY	2262	\$106.85	\$241,694.70
27	Riprap (Grade 1)	HCFCD 02378	SY	418	\$86.00	\$35,948.00
28	Riprap (Grade 2)	HCFCD 02379	SY	143	\$124.00	\$17,732.00
<b>GRAND TOTAL</b>						<b>\$3,083,414.61</b>

NOTE: Specification refers to City of La Porte specifications unless otherwise noted.

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**BID BOND**

STATE OF TEXAS     §  
                              §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS, THAT Environmental Allies, LLC

---

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America

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(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal corporation of Harris County, Texas (hereinafter called Obligee) in the amount of (5%)

One hundred twenty-five thousand 00/100 Dollars (\$ 125,000 ), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligee for Northside Neighborhood Drainage Improvements Phase 2

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


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



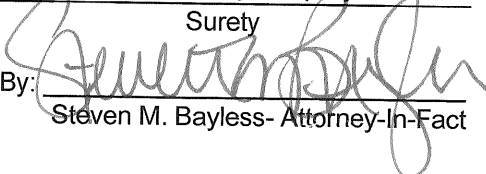
either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

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

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 7th day of September, 2023.

Environmental Allies, LLC  
Principal/Contractor  
By: 

Address: 9730 Windfern Rd  
Houston, TX 77064

Travelers Casualty and Surety Company of America  
Surety  
By:   
Steven M. Bayless- Attorney-In-Fact

Address: 4650 Westway Park Blvd  
Houston, TX 77041

NOTE: Attach Power of Attorney



## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond  
Attn: Claims  
1500 Market Street  
West Tower, Suite 2900  
Philadelphia, PA 19102

(267) 675-3057  
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Steven M Bayless** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

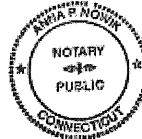
By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **September**, 2023.



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**CITY OF LA PORTE**  
**RESPONDENT AFFIDAVIT**

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

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


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

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

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

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

Respectfully submitted:

Business Name:	<u>Environmental Allies, LLC</u>
Address:	<u>9730 Windfern Road</u>
	<u>Houston, TX 77064</u>
Printed Name:	<u>Steven Crianza</u>
Authorized Signature:	<u></u>
Date:	<u>September 12, 2023</u>


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## CITY OF LA PORTE CERTIFICATION OF RESPONDENT

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

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

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

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

Or

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

*(Initial one of the above)*

**Business Name:** Environmental Allies, LLC

**Address:** 9730 Windfern Road

Houston, TX 77064

**Printed Name:** Steven Crianza

**Authorized Signature:**  \_\_\_\_\_

**Date:** September 12, 2023

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## CITY OF LA PORTE

### PROTECTION OF RESIDENT WORKERS COMPLIANCE

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


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

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

**Business Name:** Environmental Allies, LLC

**Address:** 9730 Windfern Road  
Houston, TX 77064

**Printed Name:** Steven Crianza

**Authorized Signature:** 

**Date:** September 12, 2023

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## CITY OF LA PORTE

### INDEMNITY HOLD HARMLESS AGREEMENT

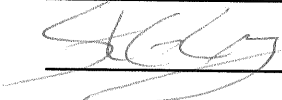
To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of La Porte, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions,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

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

**Business Name:** Environmental Allies, LLC

**Address:** 9730 Windfern Road  
Houston, TX 77064

**Printed Name:** Steven Crianza

**Authorized Signature:** 

**Date:** September 12, 2023

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# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

Not Applicable

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

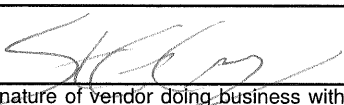
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

September 12, 2023  
Date

**References:**

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

At least 2 of the 5 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

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

Please see attached list.

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

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

Company Name	Contact	Address	Telephone	E-mail
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House Bill 89 VERIFICATION

I, Steven Crianza (Person name), the undersigned

representative of (Company or Business name)

Environmental Allies, LLC

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

September 12, 2023

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas )

County of Harris )

Steven Crianza, being first duly sworn, deposes and says that:

(1) He/She is Partner of Environmental Allies, LLC, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of La Porte (Local Public Agency) or any person interested in the proposed Contract; and

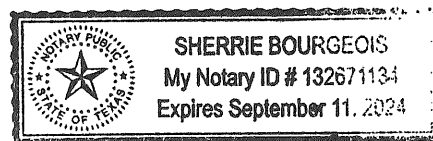
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]  
Partner  
Title

Subscribed and sworn to me this 12th day of September, 2023.

By: [Signature]  
Notary Public

My commission expires September 11, 2024



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1069284

Date Filed:  
09/08/2023

Date Acknowledged:

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

Environmental Allies  
Houston, TX United States

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

City of La Porte

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.

23021  
Northside Neighborhood Drainage Improvements Phase 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Guinn, Steve	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

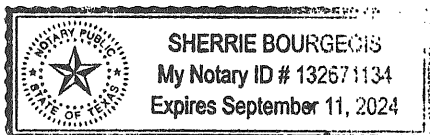
## 6 UNSWORN DECLARATION

My name is Sherrie Bourgeois, and my date of birth is 08/14.

My address is 9730 Windfern Road, Houston, TX, 77064, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 8th day of September, 2023.  
(month) (year)



Sherrie Bourgeois  
Signature of authorized agent of contracting business entity  
(Declarant)

### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: September 12, 2023

Bidder (Legal Name of Firm): Environmental Allies, LLC

Date Organized: 03/06/02

Address : 9730 Windfern Road  
: Houston, TX 77064

Date Incorporated 03/06/02

Federal ID Number: 92-1469950

Number of Years in contracting business under present name 23

List all other names under which your business has operated in the last 10 years:

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

#### **Work Presently Under Contract:**

Contract	Amount \$	Completion Date
Please see attached list.		

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

Type of work performed by your company: Civil Construction/Erosion Control

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):  
150+

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

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No  
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No  
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Please see attached list.		

Major equipment available for this contract: Please see attached list.

Are you in compliance with all applicable EEO requirements? ☒ Yes ☐ No  
(If no, please attach summary of details on a separate sheet.))

#### Bank References

Address: 945 Bunker Hill, Houston, TX 77024 Contact Name: Michael Londono  
City & State: Houston, TX Zip: 77024 Phone Number: 713-827-3795

Credit available: \$ 20M

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No  
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 12th day of September, 2023.

  
Signature

Steven Crianza/Partner  
Printed Name and Title

Environmental Allies, LLC  
Company Name



**Notary Statement:**

Steven Crianza, being duly sworn, says that he/she is the  
Partner Position/Title of Environmental Allies, LLC (Firm Name), and  
hereby swears that the answers to the foregoing questions and all statements therein contained  
are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to  
furnish any information requested City/County of Harris in verification of the  
recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 12th day of September, 2023.

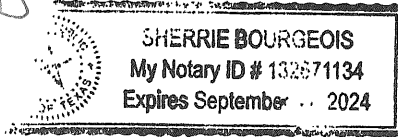
Notary Public

*Sherrie Bourgeois*

Signature

Sherrie Bourgeois

Printed Name



My Commission Expires: September 11, 2024.

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.



9730 Windfern  
Houston, TX 77064  
Ph # 281-442-4112  
Fax # 281-442-4117

[www.environmentallies.com](http://www.environmentallies.com)

## Contractor Statement of Qualifications

**Environmental Allies, LLC**

Federal ID #: 92-1469950

### **Organizational Background:**

Date of Incorporation: March 6, 2002

Dunn & Bradstreet Number: 9DW75

Principal Place of Business: 9730 Windfern Road, Houston, TX 77064

Partners: Steven Guinn, Amanda Mayberry, Steven Crianza, Cameron Friess, Jimmy King

Officers: President: Steve Guinn Secretary: Steve Guinn Vice President/CEO: Amanda Mayberry

Treasurer: Steve Guinn

Years operating under present name: 23 Years

Has the business ever defaulted, declared bankruptcy, or undergone reorganization procedures? No

Has a predecessor of the business defaulted, declared bankruptcy, or undergone reorganization? No

Are there presently any outstanding claims pending against the business? No

Has the business been involved in litigation within the past 5 years or is it currently involved in litigation? No

### **Principal Individuals:**

Name	Current Position	Years with Company	Years Experience
Steve Guinn	President	23	23
Amanda Mayberry	Vice President	23	23
Jimmy King	Partner	17	17
Steven Crianza	Partner	8	8
Cameron Friess	Partner	7	7
Murrah Mayberry	Estimator	12	27
Wyatt McBeth	Project Manager	4	10
Tony Fernandez	General Superintendent	4	10
Danny Romero	Operating Superintendent	4	12

**Construction Experience:**

Years of Experience as a Subcontractor: 23 Years

Years of Experience as a General Contractor: 19 Years

Types of Work Performed: Civil Construction and Erosion Control

Has the business or any owner, officer, partner or member of the business:

\*Ever failed to complete a construction contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract, or refused to enter into contract for work awarded to it? No

\*Ever been cited or convicted for violation of any OSHA or State safety law/regulation? No

**Completed Projects:**

**Please See Attached List**

**Projects In Progress:**

**Please See Attached List**

**Banking Reference:**

Trustmark National Bank

945 Bunker Hill

Houston, TX 77024

Michael Londono; First vice President CFA, CMA ERP; 713-827-3795 (O); 281-387-8748 (C)

**Surety Reference:**

Travelers Casualty & Surety Company of America and affiliates.

One Tower Square

Hartford, CT 06183

Company File #: 31194 (TCSA); 19038 (TCS); 25658 (INDY); 19046 (TLL); 24767 (SPFM)

Authorized to do Business in Texas: Yes

Maximum Amount of Bond Authorized to Issue: \$2,740,641,000

Rating: A++

Agent Name and Address: Drew Kratzer/Scott Hunter/Taite Bailey

4650 Westway Park Blvd

Houston, TX 77041

W: 281.606.8406 C: 850.502.9251

Authorized to sign bonds? Yes

## **Projects Completed**

### **Esperanza Apartments-Keith Harrow**

- a. Amount- \$2,680,000.00
- b. Type of Work- Concrete Paving; Curbs; Sidewalks; Site Utilities
- c. Date Completed- May 2022
- d. Location (city, county, state)-Harris County, Katy, Texas
- e. Developer- SG@Keith Harrow LLC; Joe Valle; 281-839-6656; jvalle@sgpropertymgmt.com

### **Esperanza Apartments-Queenston Blvd**

- a. Amount- \$2,130,000.00
- b. Type of Work- Concrete Paving; Curbs; Sidewalks; Site Utilities
- c. Date Completed- June 2021
- d. Location (city, county, state)-Harris County, Houston, Texas
- e. Developer- SG@Queenston LLC; Joe Valle; 281-839-6656; jvalle@sgpropertymgmt.com

### **City of Montgomery-Clepper Sidewalks from Prairie St to Fernland Historical Park**

- a. Amount- \$231,279.00
- b. Type of Work- Paving of Sidewalks
- c. Date Completed- September 2022
- d. Location (city, county, state)-Montgomery County; Montgomery, Texas
- e. Engineer- Ward Getz & Associates; Shawn Donahue; 713-789-1900

### **Esperanza Apartments-Wilson Road**

- a. Amount- \$1,100,000.00
- b. Type of Work- Concrete Paving; Curbs; Sidewalks; Site Utilities
- c. Date Completed- August 2022
- d. Location (city, county, state)-Harris County, Humble, Texas
- e. Developer- SG@Wilson LLC; Joe Valle; 281-839-6656; jvalle@sgpropertymgmt.com

### **HC 22/0430-Construction of Sidewalks at East Meyer Avenue for Harris County Precinct 2**

- a. Amount - \$664,484.16
- b. Type of Work – Clearing and Grubbing; Removal of concrete driveways, roadway paving, sidewalks, curbs, and ramps, asphaltic surface and base material; Sodding; Relocation of traffic signs, mailboxes, roadway signs; Install concrete roadway, driveway, sidewalks, curbs; Pavement Markings; Pipe Installation
- c. Date Completed – August 2023
- d. Location (city, county, state) Harris County, Seabrook, TX
- e. Engineer: InfraTech Engineers; Zahidul Siddique; [zahidul.siddique@infratech-us.com](mailto:zahidul.siddique@infratech-us.com); 832-701-3224 (C); 832-991-8164 (O)

## **Projects in Progress**

### **HC Job No. 19/0115-Storm Sewer Outfall Repairs**

- a. Amount- \$1,697,301.00
- b. Type of Work- Excavation; 4 Year contract for on demand storm sewer services within the county and jurisdiction of Harris County Flood Control.

#### **Work Scope:**

- ❖ 15514 Garret Road-Demo, Remove, Dispose of asphalt; Install new asphalt; Guardrail install with roadway striping and signage
- ❖ 16431 North Shore Drive-Demo, Remove, Dispose of asphalt; Install new asphalt; Guardrail install with roadway striping and signage
- ❖ 907 Indian Shores- Demo, Remove, Dispose of asphalt; Install new asphalt; Guardrail install with roadway striping and signage
- ❖ Foley Road-RCP Pipe removal with asphalt demo and disposal
- c. Percentage Completed- 80%
- d. Scheduled Completion- June 2024
- e. Location (city, county, state)- Harris County, Texas
- f. Engineer: Paul Fries; 713-274-4002; paul.fries@eng.hctx.net

### **HC 22/0363-Repairs to the Barker Watershed (Package 1) HCFCD**

- a. Amount - \$6,461,601.00
- b. Type of Work – Site Prep and Earthwork; Geotextile filter material; Timber Bent; Excavation and Fill; RCP and CMP pipe; Concrete Pavement, curbs, and sidewalks
- c. Percentage Completed –15%
- d. Scheduled Completion – December 2023
- e. Location (city, county, state) Harris County, Katy, TX
- f. Engineer: IDS Engineering; Coy Custer- 13430 Northwest Fwy #700, Houston, TX 77040; 409-370-7002; [ccuster@idseg.com](mailto:ccuster@idseg.com)

### **SW Houston Redevelopment Authority-TIRZ 20-2023 Panel Replacement and Rehabilitation**

- a. Amount - \$2,147,924.00
- b. Type of Work – Replacement of damaged roadway panels at 36 locations throughout the Southwest Houston area
- c. Percentage Completed –10%
- d. Scheduled Completion – January, 2024
- e. Location (city, county, state) Harris County, TX
- f. Engineer: Cobb Fendley & Associates; Thomas Artz- 13430 Northwest Fwy, Suite 1100, Houston, TX 77040; 713-462-3242; [tartz@cobb fendley.com](mailto:tartz@cobb fendley.com)

**Environmental Allies, Inc.**  
**Schedule of Tools and Equipment**  
**December 2021**

<b>Date Acquired</b>	<b>Description</b>
	<b><i>16 CASE Scrapers with K-TEC Pans:</i></b>
1/6/2022	CASE IH Steiger 580 VIN JEEZC580HMF973000 w K-TEC 1233 Scraper Pan SN K96250
12/31/2021	CASE IH Steiger 580 VIN JEEZC580HMF504106 w K-TEC 1233 Scraper Pan SN KS3380
12/31/2021	CASE IH Steiger 580 VIN JEEZC580VMF504151 w K-TEC 1233 Scraper Pan SN KS3314
11/1/2021	CASE IH Steiger 580 VIN JEEZC580CMF508814 w K-TEC 1233 Scraper Pan SN KS3315
10/1/2021	CASE IH Steiger 580 VIN JEEZC580CMF502164 w K-TEC 1233 Scraper Pan SN KS0000
5/06/2021	CASE IH Steiger 580 VIN JEEZC580VMF501458 w K-TEC 1233 Scraper Pan SN KS3303
5/04/2021	CASE IH Steiger 580 VIN JEEZ0580HHF314113 w K-Tec 1233 Scraper Pan SN KS3346
5/03/2021	CASE IH Steiger 580 VIN JEEZ0580HHF314143 w K-Tec 1233 Scraper Pan SN KS3297
3/23/2021	CASE IH Steiger 580 4WD Tractor with K Tec Pan – 33 CY SN EEZO580HHF314045
3/10/2021	CASE IH Steiger 580 4WD Tractor with K Tec Pan – 33 CY SN EEZO580AHF314107
2/05/2021	CASE IH Steiger 580 4WD Tractor SN JEEZC580TLF323445 with scraper pan
2/05/2021	CASE IH Steiger 580 Tractor JJAMG310KKRK04300 w K-Tec 1233 Scraper Pan SN KS3327
2/01/2021	CASE IH Steiger 580 4WD Tractor 2021 K-TEC Earth mover with scraper SN KS3326
1/15/2021	CASE IH Steiger 580 4WD Tractor SN ZLF500832 w K-TEC Scraper Pan SN KS3267
11/16/2020	CASE IH Steiger 580 4WD Tractor SN ZLF321948 with scraper pan
11/3/2020	CASE IH Steiger 580 4WD Tractor SN ZLF321945 with scraper pan
	<b><i>Dozers:</i></b>
1/1/2022	Deere 1050 K
9/22/2021	Komatsu D65PC-18 SN 92172
7/1/2021	2021 Komatsu D51PC-24 Dozer SN 15139
9/01/2021	Mustang CAT D6N Ripper SN S9B01014
5/07/2021	Komatsu D85PX-18 Dozer VIN 23417
5/01/2021	CAT Track Type Tractor Model D6K2LGP-EL703516
1/25/2021	CAT D6 Dozer SN LGP-KMT00423
12/27/2020	1-CAT D6 Dozer with GPS
12/27/2020	1-CAT D5 Dozer with GPS
12/27/2020	1 CAT D6K Dozer SN LGP-KMT00423 with GPS
11/16/2020	CAT D5Dozer SN Z6A00238
12/27/2016	CAT D3 Dozer K2 HRC S/N KL20254
	<b><i>Excavators:</i></b>
10/1/2021	CAT 313
4/01/2021	John Deere 300G Excavator TN731455 VIN 1FF300GXCK731455
2/10/2021	Komatsu PC 490 Excavator
10/20/2020	CAT 305 SN H5M13051
3/12/2020	CAT Model 305E2 HEXMN - H5M11263
2/12/2020	CAT Model 308 36" Bucket Serial No: A419BBK20513
2/10/2020	CAT 326FL Excavator Serial No: FBR20944
1/17/2020	CAT 308-07A Mini Excavator
4/9/2019	CAT 305E2 SN HEXMN-H5M08640
12/27/2016	CAT Model 313F
	<b><i>Loaders:</i></b>
2/10/2021	Komatsu WA 320 – Wheel Loader

1/13/2020	249 D3 CAT Compact Track Loader SN: P9C00681
2/12/2020	Cat Skid Steer Loader Serial No: ZB201793
6/19/2018	249D CAT Track Loader for Dallas 0GWR02196
2/27/2019	249D CAT Track Loader 0GWR02254
2/27/2019	249D CAT Track Loader 0GWR01815
11/9/2018	249D CAT Track Loader 0GWR02510
3/31/2019	249D CAT Track Loader GWR02908
3/31/2019	249D CAT Track Loader GWR02911
3/24/2016	246 D CAT Track Loader Serial #OBYF02815
3/24/2016	246 D CAT Track Loader Serial # OBYF02005
10/31/2020	2010 Bobcat T300 Skid Steer Loader SN A5GU35907
4/11/2017	289D w/Grapple Bucket & Skid Steer Brom Attachment
4/29/2015	287B CAT Skid Steer
6/30/2014	2007 277B Skid Steer VIN (CAT0277BPMDH04824)
	<b>Compactors:</b>
4/01/2021	Dyna Pac CA1300PD Roller VIN 10000159EKA023787
2/10/2021	Dyna Pac C8 1300 – 54” Pad Foot Compactor
7/31/2020	Trench Roller BMP8500 SN: 101720132183 – Walk Behind
4/23/2020	Bomag 8500 Mll Compactor SN 101720132116
	<b>End Dumps / Haul Tractors:</b>
1/1/2022	2022 International Truck
12/20/2021	2022 International Tractor Fuel Truck VIN 3HAEKTAT5NL264833
9/10/2021	Peterbilt heavy haul tractor & Kaufman heavy haul trailer
6/01/2021	Volvo Dump Truck VHD64B300 VIN 4V5KC9EJ4LN251472
11/9/2020	2020 Freightliner 114 Super Dump SN 3ALWG3DV0LDZ5584
8/7/2020	2020 Freightliner 114 Super Dump SN 1FVHG3DV5LHLX4913
7/21/2020	2019 Freightliner 114 Super Dump SN 1FVHG3DV8KHK T2828
6/24/2013	2006 Peterbilt Convention 335 Dump Truck 2NPLLZ0X26M891866
5/25/2010	2006 International FB9400I
3/31/2005	Freight Liner
	<b>Water Trucks:</b>
11/1/2021	Ford F-750 Water Truck 2000 gal
4/19/2021	Kenworth T300 2000 Gallon water truck SN 2XKMAZ7X85M084069
2/4/2016	Magnum Water Trailer
	<b>GPS / Coordinate Equipment:</b>
11/1/2021	Hiper VR Base/rover 915+
5/13/2021	Topcon Base Rover FC-500 #6
5/10/2021	Topcon GPS 3DMC2 for Komatsu D51PX-24 Dozer
5/10/2021	Topcon Base Rover FC-500 #5
4/21/2021	Topcon Hiper VR Base/Rover FH915 w/ pocket 3D Software
4/15/2021	Topcon 3D MC2 Single Dozer system FH915 VIN 534-3498
4/08/2021	Topcon Laser RL-H5A SN 1A022668
1/28/2021	HiPer BR Rover SN 1449-12846
1/07/2021	GPS Rover Dozer for Steiger ZLF321945
	<b>Miscellaneous / Support Equipment:</b>
10/8/2021	KTEC 1613 land leveler SH KL1097



9/20/2021	Case IH Framall 75A Tractor SN ELRFA75ATLAY00956
8/18/2021	Liftmore Model 3612REE Crane for mechanic truck
7/02/2021	600 Series Implement puller for Steiger 580 SN 05212837
6/01/2021	2020 Case Magnum 310 VIN#JJAMG310CLRK02051
6/01/2021	Dynapac Single Drum Vibratory Compactor CA2500PD Vin 10000167JKA023678
6/01/2021	Rome Plow SN 6TRCW-B1-231
5/20/2021	John Deere M15 Flex Wing Rotary Cutter VIN 1P00M15CPMA003535
5/17/2021	Rome RLS 12 Bottomless Drag Scraper SN 6RLS-163
4/29/2021	Lube Skid for Civil lube truck
4/28/2021	K-Tec Model Hitch SN THO1222 and SN THO1154
4/15/2021	915+Radio RS-S1 SN 396-02883
4/06/2021	Kubota BW260 poly tube brush Model SN 202348
3/31/2021	500-GAL tank and 2016 Wylie EXP-500L-S SN 5VUTW1342GP000033
3/31/2021	Lincoln Auto Lube system on Komatsu PC490 SN A42721
3/31/2021	Mustang CAT D6 Rake SN 21NE0444
3/30/2021	2021 Fehrs Innovator 716 plow
2/03/2021	John Deere Z920M Ztrak SN 1TC920MCLLT090154
1/21/2021	2021 Rome Plow SN 8TAWC-772
01/15/2021	Mig Welder
8/25/2020	2000 Monon 40 ft T/A container chassis SN INNV04021YM333707
8/11/2020	2150 Rhino Batwing Shredder SN 40945
6/26/2020	2020 Kawasaki ATV Model KAF400PLF SN JK1AFEP13LB504057
5/5/2020	Caterpillar Attachment Model 305 RMR555 Serial No: 555EA0267
2/11/2020	Caterpillar Trencher Model S T6B Serial No: KSK02352
1/17/2020	Auger drill for Mini Excavator
12/1/2019	Telehandler
8/5/2019	2019 CAT Forklift Model SC500 SN: AT046244
8/2/2019	2016 RT20 Trencher CMWRT20XPF000588 & Trailer
6/4/2019	CAT Model S T6B Man - Serial No. 0KSK02197
4/30/2019	Mustang CAT Broom Attachment Model SSL BP118C FX801701
4/30/2019	Mustang CAT Broom Attachment Model SSL BP118C FX801695
4/1/2019	John Deere 5075 Utility Tractor (1PY5075ELDB008773)
4/1/2019	John Deere 5075 Utility Tractor (1PY5075ELDB001995)
3/26/2019	2018 John Deere 5100M Cab Boom Mower 7979 (VIN 1LV5100MVKK403230)
3/25/2019	Mustang Cat Trencher
3/18/2019	2019 Rino 2150 Flex Wing Cutter - Paige Tractor Sr. # 40715
3/18/2019	2020 Rino 2150 Flex Wing Cutter - Paige Tractor #40782
9/30/2018	AES Sales 15K lb Lift for Shop - 9730 Windfern
8/31/2018	2018 John Deere 5075E Tractor 1PY5075EVHJ103472
6/26/2018	Toyota 8FGU25 5000lb Forklift S/N 11897
7/18/2017	SWEEPER - BW260 Kubota Engine Tier 4 Final
1/6/2017	2017 John Deere 5075E OOS MFWD Tractor (Vin: 1PY5075EAGG100570)
9/20/2016	John Deere Z920M Commercial Ztrak VIN (1TC920MCPFT0400026)
7/28/2016	Caterpillar 277B Skidsteer
7/22/2016	Rhino 2150 Batwing Shredder S/N 10073
7/22/2016	Rhino 2150 Batwing Shredder S/N 10142
5/10/2016	Tractor For Austin
11/11/2015	Containers
8/14/2015	Ditch Witch 5110 (Model 5110D SN: 5H0584)
6/30/2014	John Deere 5075E Utility Tractor Austin VIN# 1PY5075EPDB010806
6/30/2014	John Deer Utility Tractor - Houston
6/30/2014	2014 Tools & Equipment Additions

[illegible]

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		<b>CONTACT NAME:</b> Caitlyn Campbell <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>E-MAIL ADDRESS:</b> Caitlyn.Campbell@usi.com <b>FAX (A/C, No):</b> 713-490-4700	
<b>INSURED</b> Environmental Allies, Inc 9730 Windfern Rd. Houston, TX 77064		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Starr Surplus Lines Insurance Company INSURER B : Texas Mutual Insurance Company INSURER C : Argonaut Insurance Company INSURER D : Starr Indemnity and Liability Company INSURER E : The Hanover Insurance Group INSURER F :	
		<b>NAIC #</b> 13604 22945 19801 38318 22292	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000067660231	07/22/2023	07/22/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000638131231	07/22/2023	07/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000337840231	07/22/2023	07/22/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	0001125938 929008671094	07/22/2023 07/22/2023	07/22/2024 07/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Professional &amp; Pollution Liab.</b>			1000067660231 1000067660231	07/22/2023 07/22/2023	07/22/2024 07/22/2024	\$1,000,000 Claims Made \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The "General Aggregate" on the General Liability policy is provided on a "Per Project" basis to the Certificate holder, only where there is a written contract or written agreement between the Named Insured and the certificate holder that requires a "Per Project General Aggregate" endorsement.

The General Liability and Auto Liability policies include a blanket automatic Additional Insured (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## DESCRIPTIONS (Continued from Page 1)

endorsement that provides Additional Insured status to the Certificate holder, only where there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the Named Insured.

The General Liability policy includes Contractors Pollution on an occurrence basis and Professional Liability on a claims made basis.

- Professional Limit: \$1,000,000

- Pollution Limit: \$1,000,000

The General Liability policy includes ongoing and completed operations coverage and contains a special endorsement with Primary and Non Contributory wording where required by written contract.

The Auto Liability policy contains a special endorsement with Primary and Non-Contributory wording where required by written contract.

The General Liability, Auto Liability, and Worker's Compensation policies include a Waiver of Subrogation endorsement when required by written contract.

Umbrella/Excess Liability coverage provides excess limits to the General Liability, Auto Liability and Employers' Liability policies and contains follow form underlying coverage wording.

The Contractual liability extends for any contract that is an "insured contract" and is included in the General Liability.

The Auto, General Liability and Worker's Compensation policies includes an endorsement providing that 30 days notice of cancellation and 10 days notice of cancellation for non payment of premium.

### **\*\*Installation Floater\*\***

Carrier: E

Coverage: Installation Floater

Policy #: RHD A038243-11

Policy Period: 7/22/23-7/22/24

Jobsite Limit: \$550,000

Catastrophe Limit: \$550,000

Deductible: \$1,000

Valuation: Actual Cost to Repair, Replace or Rebuild

Coinsurance: 80%



# Harris County

## Section 3 Business Concern Self-Certification Form

<b>Business Name:</b> Environmental Allies, LLC	<b>Business Principal/Owner Name:</b> Steve Guinn	
<b>Address:</b> 9730 Windfern Road	<b>City:</b> Houston	<b>Zip Code:</b> 77064
<b>Email:</b> sbourgeois2@environmentalallies.com	<b>Phone #:</b> 713-559-9372	

**Section 3 Business Concern Criteria:** A business is eligible for Section 3 Business Concern status if it meets any following criteria. All contractors must evaluate if they meet the Section 3 Business criteria and must submit the required supporting document. Please use the Business Concern Supporting Document to determine eligibility under the second criteria. Check all that apply:

- ☐ 1. My business is 51 percent or more owned by a Section 3 worker or workers  
**Section 3 Business Concerns claiming status as a Section 3 Worker-owned enterprise**  
☐ Section 3 Worker Self-Certification Form verifying Section 3 Worker status of owner(s) and  
☐ Provide last year's Federal Tax Return as evidence that income is below the eligibility guideline for the previous year.
- ☐ 2. Over 75 percent of the labor hours performed for the business referenced above over the prior three-month period are performed by Section 3 Workers  
**Section 3 Business Concerns claiming Section 3 status by claiming at least 75 percent of labor hours performed for the business over the prior three-month period are performed by Section 3 Workers**  
☐ Provide the Business Concern Supporting Document and identify the Section 3 Workers and Targeted Workers and  
☐ Evidence that 75 percent of the labor hours performed for the business over the prior three-month period were Performed
- ☐ 3. My business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing  
**Section 3 Business Concerns claiming Section 3 status as a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing**  
☐ List of all owners noting 51 percent of the ownership qualifies as public housing or Section 8-assisted housing and  
☐ Evidence of current public housing lease (HAP) or Section 8 –assisted housing award letter and or lease per owner noted as qualified
- ☒ 4. Not a Section 3 Business Concern.

*I understand that the information above may require verification, and I agree to provide additional documents verifying this information if requested.*

Steven Crianza  
Print Name

*Steven Crianza*  
Signature

October 9, 2023  
Date

\*Pursuant to 24 CFR 75, a Section 3 business concern seeking a contract shall submit to Harris County, its contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors subject to the procurement standards of 2 CFR 200.318(h)\*

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Revised 7/1/23



## HUD Section 3 (Effective 2021), Obligation Summary for Contract Awardees

Harris County will monitor Subrecipients and contractors based on these requirements.

Applies to: HUD-funded project (\$200,000 or more) with construction, reconstruction, rehab, or demolition.

Service area: geographic area defined on a project-by-project basis.

For the sake of clarity, "Subrecipient" means any entity that receives HUD funds under contract from Harris County.

---

### Basis for Section 3 Requirements (24 CFR 75)

Housing & Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3)

Section 3 Clause recommended in all Section 3-covered HUD contracts [24 CFR §75.27 Contract provisions].

Although HUD no longer dictates specific text, Harris County uses the Section 3 Clause document attached.

### Responsibilities of Subrecipient to Harris County:

To the greatest extent feasible and consistent with existing Federal, State, and local laws and regulations:

Adhere to the Harris County Section 3 Policy (Plan) resourcing utilization and outreach to notify Section 3 Workers and business concerns of training, employment, and contracting opportunities. Document qualitative efforts taken to comply with Section 3. Documentation of your actions must be available upon request.

### Responsibilities for Contractors for covered projects:

1. "To the greatest extent feasible," recruit, train, and employ Section 3 workers and award contracts to Section 3 businesses, including recruiting Section 3 residents through local advertising, project site signage, liaisons with local Public Housing Authorities, community organizations, public or private institutions, or Local Workforce Development Boards (affiliated with Texas Workforce Commission).
2. Search HUD's Section 3 site and perform outreach for certified Section 3 businesses: <https://hudapps.hud.gov/OpportunityPortal/>.
3. Notify potential contractors of their Section 3 responsibilities [24 CFR §75.27].
4. Maintain data for Summary Report, including employment, labor hours (Section 3 compared to total), and training records.

#### Benchmarks for Section 3 Workers

- 25% of total labor hours for the project worked by:
  - Employee of a Section 3 Business
  - YouthBuild Participant or
  - Below 80% AMI (area median individual income)

#### Benchmarks for Targeted Section 3 Workers

- 5% of total labor hours for the project worked by:
  - Employee of a Section 3 Business
  - YouthBuild Participant or
  - Service Area Resident (§75.5)

5. Avoid entering into contracts with entities reportedly in violation of Section 3 regulations.

### Report Submission

The Contractor's Final Section 3 report precedes final disbursement from Harris County.

Environmental Allies, LLC

Steven Crianza

Business Name

Name of Authorized Officer

*Steven Crianza*

October 9, 2023

Signature

Date

These obligations and requirements substantively reflect 24 CFR 75, guidance from  
US Department of Housing and Urban Development (HUD)

Revised 7.1.23



## Harris County

### Section 3 – Initial Subcontracting Plan

<b>Business Name</b>	Environmental Allies, LLC	<b>Prime</b>	<b>Sub</b>	<b>Do you qualify as a Section 3 Business Concern?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Business Address</b>	9730 Windfern Road, Houston, TX 77064			<b>Business Email</b>	sbourgeois2@environmentalallies.com
<b>Project Title / Project #</b>	City of La Porte-Northside Neighborhood Drainage Improvements Phase 2			<b>Contract Amount</b>	\$3,083,414.61

#### Part 1: Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need for subcontracts to complete a Section 3 covered contract. **If a prime contractor anticipates using subcontractors, each subcontractor must submit a separate Section 3 Initial Subcontracting Plan.**

☒ I do anticipate subcontracting any portion of the work on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

**\*IF CONTRACTOR *DOES NOT* ANTICIPATE THE NEED FOR ANY SUBCONTRACTING, THE SECOND BOX MUST BE CHECKED ABOVE, AND THE CONTRACTOR SHOULD SKIP TO THE *QUALITATIVE EFFORTS* ON PAGE 2\***

Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount
Traffic Signs and Lines	Traffic Control/Lane Striping	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$27,000.00
Double D Bore	Road Boring/Tunnelling	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$1,050,000.00
Amorphin Trucking or WM Trucking (Unsure at this time)	Trucking/Hauling of Materials	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$370,000.00
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Revised 7/1/23





## Harris County

### Section 3 – Initial Subcontracting Plan

#### **PART II: Qualitative Efforts**

In accordance with subpart 75.15, 75.25 the Department of Economic Equity and Opportunity (DEEO) will require the vendor to engage in qualitative efforts to satisfy its benchmark goals, which may include, but are not limited to, the following:

1. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers, posting job openings at the jobsite, HUD Opportunity Portal, social media pages, contacting Resident Advisory Councils, and other platforms;
2. Contacting agencies administering YouthBuild Programs and requesting their assistance in recruiting YouthBuild Program participants for training opportunities and employment positions;
3. Consulting with state and local agencies administering training programs, such as those funded through Workforce Investment Act, unemployment compensation programs, community organizations, and other officials or organizations to assist with training and recruiting Section 3 Workers and Targeted Section 3 Workers;
4. Holding job fairs;
5. Providing or connecting Section 3 Workers and Targeted Section 3 Workers with assistance in seeking employment, including drafting, resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services;
6. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care);
7. Assisting Section 3 Workers to obtain financial literacy training and/or coaching;
8. Engaging in outreach efforts to identify and secure bids from Section 3 Business Concerns.
9. Providing technical assistance to help Section 3 Business Concerns understand and bid on contracts;
10. Dividing contracts into smaller jobs to facilitate participation by Section 3 Business Concerns;
11. Providing bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns;
12. Promoting the use of Section 3 Business Registries designed to create opportunities for Section 3, disadvantaged and small businesses.
13. Other Qualitative Efforts. For example, outreach or referrals with the state one-stop system (Workforce Solutions as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

**What Qualitative Efforts will your organization perform? Please explain.**

*The qualitative efforts box must be answered and not left blank.*

We will hold job fairs to encourage Section 3 workers to apply for open positions.

***I understand that the information contained in this Section 3 Initial Subcontracting Plan may require verification, and I agree to provide additional documents verifying this information if requested. Contractor must, upon request, provide such records to Harris County, its staff, or its designees.***



## Harris County

### Section 3 – Initial Subcontracting Plan

#### Part III: Statement of Compliance

I understand that the information contained in this Subcontractor's List may require verification, and I agree to provide additional documents verifying this information if requested.

I hereby certify that the foregoing is true and correct. False, misleading, or inaccurate information may result in disqualification or debarment as a contractor for Harris County.

Environmental Allies, LLC

Business Name

*Steven Crianza*

Signature

Steven Crianza

Name of Authorized Officer

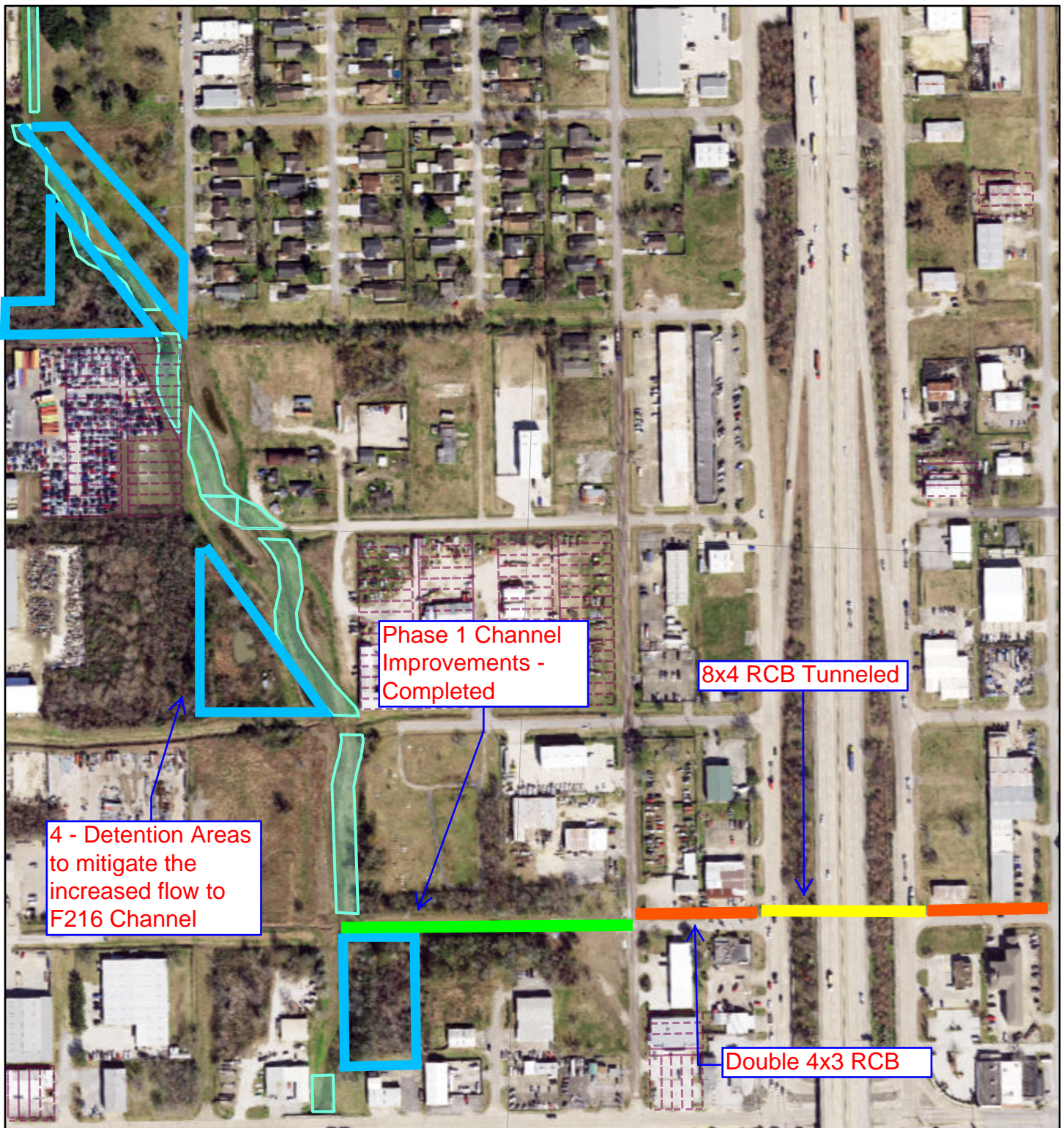
October 9, 2023

Date

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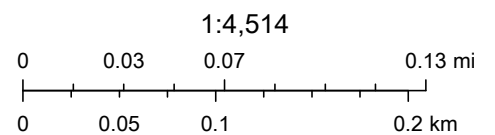


# Overview Northside Drainage Improvements Phase 2



10/2/2023, 10:50:49 AM

- City Limits Boundary
- HCAD Facet Finder Grid
- HCAD Facet Finder ID
- HCAD: Lot (updated since 2019)
- HCFCF Easements (INTERNAL ONLY)



HGAC



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 23, 2023

Requested By: Richard Glass

Department: Planning & Development

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Ordinance, Email from property owner

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

## SUMMARY & RECOMMENDATION

The Board has identified six (6) buildings or structures in the City of La Porte that are a public nuisance and hazard, as described in Sec. 82-473 of the City's Code of Ordinances. When the Board determines violations exist under Section 82-473, the building or structure is considered "dangerous or substandard". The buildings or structures at the following locations are considered to be dangerous or substandard:

1. 226 S. Bayshore St.

In accordance with Sec. 82-474 (e) of the City of La Porte Code of Ordinances, "After the inspection provided for in this section has been made, with or without the aid of an expert, the board shall report its conclusion in writing to each of the members of the city council and to the city attorney. Such report shall state the circumstances and the condition of the building upon which such conclusion was based. The report shall be filed in all cases no matter what conclusion is stated by the board."

Section 82-475 (a) states that "If the report of the board required by section 82-474 reveals that it is the opinion of a majority of the board that the building is in fact a dangerous building, at a meeting of the city council, council shall cause the city secretary to notify the owner in writing in accord with the provisions of this section."

Per Section 82-477 of the City of La Porte Code of Ordinances, "Whenever the board finds that a building is a dangerous building, the city council shall conduct a hearing on such finding at its regular meeting place in city hall, at a time which is at least ten days after service or attempted service of notice to the owner in accord with [Section 82-475](#). The council shall hear evidence for and against the conclusions of the board."

At the September 11<sup>th</sup> city council meeting staff was asked to review the plans that had been submitted for the property at 226 S. Bayshore St. and to continue the public hearing until the meeting on September 25<sup>th</sup>.

At the September 25<sup>th</sup> city council meeting staff was asked to review the plans that had been resubmitted for the property at 226 S. Bayshore St. and provide an update during the council meeting on October 23<sup>rd</sup>.

On September 29<sup>th</sup> staff received an email from the property owner stating that they were going to proceed with demolishing the property at 226 S. Bayshore St.

---

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

**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. Planning will work to improve the city by removing substandard structures as part of this goal.

---

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

**The City Council will continue a public hearing opened on September 11, 2023, to receive comments on the recommendation of the Dangerous Buildings Inspections Board for condemnation of a dangerous/substandard structure located at 226 S. Bayshore Dr., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2023-3932 ordering condemnation of dangerous/substandard structure located at 226 S. Bayshore Dr., La Porte, Texas [Richard Glass, Chief Building Official]**

---

**Approved for the City Council meeting agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**



RE: 23-1553 & 226 S Bayshore

Woods, Dallas

Wed 10/11/2023 9:15 AM

To:Lisa Castaneda <lisa.castaneda12@icloud.com>

Cc:Glass, Richard <GlassR@laportetx.gov>;Tarver, Curtis <TarverC@laportetx.gov>

📎 1 attachments (393 KB)

DEMO PERMIT.pdf;

Thank you for notifying us.

Attached is our demolition permit application. You will need to fill this out along with the second page that is a checklist.

Please attach your plans for the demolition and submit to [permits@laportetx.gov](mailto:permits@laportetx.gov).

Regards,



**Dallas Woods** | Plans Examiner

604 W Fairmont Pkwy | La Porte, TX 77571

p. 281.470.5067 | f. 281.470.1361

[website](#) | [map](#) | [email](#) | [f](#) [twitter](#) [instagram](#)

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

Download the La Porte By the Bay App today!



---

**From:** Lisa Castaneda <lisa.castaneda12@icloud.com>

**Sent:** Wednesday, October 11, 2023 8:43 AM

**To:** Woods, Dallas <WoodsD@laportetx.gov>

**Subject:** Re: 23-1553 & 226 S Bayshore

Good morning sir my husband said that we're going to get our own company or subcontractor with license to do the demolition of the house.

Sent from my iPhone

On Oct 10, 2023, at 9:02 AM, Lisa Castaneda <[lisa.castaneda12@icloud.com](mailto:lisa.castaneda12@icloud.com)> wrote:

Good morning I'm sorry I was out of town I had an emergency. Let me ask my husband if he found someone to do the demolition and I'll let you know.

Sent from my iPhone

On Oct 10, 2023, at 8:23 AM, Woods, Dallas <[WoodsD@laportetx.gov](mailto:WoodsD@laportetx.gov)> wrote:

Good morning,

Please see the below email chain. I have not received a response to how you will be planning to do the demolition.

Please let me know if you have any questions or give me a call to discuss.

Regards,

[<image001.png>](#)

**Dallas Woods** | Plans Examiner  
604 W Fairmont Pkwy | La Porte, TX 77571  
p. 281.470.5067 | f. 281.470.1361

[website](#) | [map](#) | [email](#) |

[<image002.png>](#)

[<image003.png>](#)

[<image004.png>](#)

Please take a moment to complete the City of La Porte [customer experience survey](#).  
Download the La Porte By the Bay App today!

[<image005.png>](#)

[<image006.png>](#)

---

**From:** Woods, Dallas

**Sent:** Tuesday, October 3, 2023 7:08 AM

**To:** cooperativausa jimenez <[cooperativausa@gmail.com](mailto:cooperativausa@gmail.com)>; Glass, Richard  
<[GlassR@laportetx.gov](mailto:GlassR@laportetx.gov)>

**Cc:** Tarver, Curtis <[TarverC@laportetx.gov](mailto:TarverC@laportetx.gov)>

**Subject:** RE: 23-1553 & 226 S Bayshore

Good morning,

Will you be doing the demolition yourselves?

If you are doing the demo yourselves, the permit fee is \$75 with a \$250 deposit.

If you are hiring a contractor, the permit fee is \$75 with a \$500 deposit.

I have attached a copy of our demolition permit application above.

Please let me know if you have any questions.

Regards,

[<image001.png>](#)

**Dallas Woods** | Plans Examiner  
604 W Fairmont Pkwy | La Porte, TX 77571  
p. 281.470.5067 | f. 281.470.1361

[website](#) | [map](#) | [email](#) |

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Please take a moment to complete the City of La Porte [customer experience survey](#).  
Download the La Porte By the Bay App today!



[<image005.png>](#)

[<image006.png>](#)

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**From:** cooperativausa jimenez <[cooperativausa@gmail.com](mailto:cooperativausa@gmail.com)>

**Sent:** Friday, September 29, 2023 8:22 AM

**To:** Woods, Dallas <[WoodsD@laportetx.gov](mailto:WoodsD@laportetx.gov)>; Glass, Richard <[GlassR@laportetx.gov](mailto:GlassR@laportetx.gov)>

**Subject:** Re: 23-1553 & 226 S Bayshore

HELLO

AFTER RECENT DEVELOPMENTS WITH THE PROPERTY LOCATED AT 226 S BAYSHORE P# 23-1553 WE ARE REQUESTING A VOLUNTARY REMOVAL TO PROCEED IN COMPLYING WITH CITY OF LA PORTE REQUIREMENTS TO KEEP THE LOT CLEAN

THANK YOU

WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

JOSE L JIMENEZ SR

832 250 0752

On Mon, Sep 25, 2023 at 8:25 AM Woods, Dallas <[WoodsD@laportetx.gov](mailto:WoodsD@laportetx.gov)> wrote:

Good morning,

Thank you for your recent Building Permit submittal.

Attached to this email is the comment letter. Please follow the resubmittal requirements found on the bottom of the attachment. Please resubmit electronically to [Permits@laportetx.gov](mailto:Permits@laportetx.gov) (in the subject line of the email please reference the assigned permit number and address for the property). Once received, the review process can continue.

***As of September 1, 2021 all residential permit submissions will solely be electronic and no physical copies will be taken.***

<DEMO PERMIT.pdf>



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 23, 2023

Requested By: Teresa Evans, Director

Department: Planning & Development

☐ Report ☐ Resolution ☒ Ordinance

**Exhibits:** Ordinance 2023-3955, P & Z Letter of Recommendation, Existing Land Use Map, Proposed Land Use Map

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount

Budgeted: N/A

Amount

Requested: N/A

Budgeted Item: ☐ Yes ☒ No

## SUMMARY & RECOMMENDATION

This item is a request for consideration to amend the City's Future Land Use Plan (FLUP) FLUP No. 23-92000001 from Commercial to Low-Density Residential on an approximately 0.27-acre property located at the northwest corner of W. B Street and S. 11<sup>th</sup> Street to accommodate a proposed change in zoning from General Commercial (GC) to Low-Density Residential (R-1).

The FLUP request is being requested in conjunction with a request by Christina Vasquez, applicant, on behalf of Ramiro and Jaime Vasquez, owners for a zone change Zone Change No. 23-92000001 from General Commercial (GC) to Low-Density Residential (R-1) to allow for the construction of an approximately 2,388 square foot single-family home, including 1,751 square feet of living space, a 27-square foot front porch, a 192 square foot covered patio, and a 418 square foot garage.

The subject property is currently undeveloped and includes four platted lots legally described as Lots 17-20, Block 25, Town of La Porte, Harris County, Texas.

The Commission recommended approval of the change in zoning by an 8-0 vote as well as a change in the FLUP by an 8-0 vote due to the surrounding developments and the character of the neighborhood.

## STRATEGIC PLAN STRATEGY AND GOAL

Adoption of Ordinance 2023-3955 to change the future land use designation of an approximately 0.27-acre property from Low-Density Residential to Commercial supports the following City's 2023 Strategic Plan Guiding Principles:

1. 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.*
  2. Communications: The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.
- 

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

**City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 0.27-acre property located at the northwest corner of W. B St. and S. 11<sup>th</sup> St. and legally described as Lots 17, 18, 19, and 20, Block 25, Town of La Porte, Harris County, Texas, by changing the land use designation from "Commercial" to "Low Density Residential", followed by discussion and possible action to adopt Ordinance 2023-3955 an ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 0.27-acre property located at the northwest corner of W. B St. and S. 11<sup>th</sup> St. and legally described as Lots 17, 18, 19, and 20, Block 25, Town of La Porte, Harris County, Texas, by changing the land use designation from "Commercial" to "Low Density Residential".**

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**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

## **ORDINANCE NO. 2023-3955**

**AN ORDINANCE ADOPTING AN UPDATE TO THE FUTURE LAND USE MAP COMPONENT OF THE COMPREHENSIVE PLAN OF THE CITY OF LA PORTE, TEXAS UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS; BY CHANGING THE DESIGNATION OF A 0.27-ACRE PROPERTY LOCATED AT THE NORTHWEST CORNER OF W. B ST. AND S. 11<sup>TH</sup> ST. AND LEGALLY DESCRIBED AS LOTS 17, 18, 19, AND 20, BLOCK 25, TOWN OF LA PORTE, HARRIS COUNTY, TEXAS, FROM “COMMERCIAL” TO “LOW DENSITY RESIDENTIAL”; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF**

**WHEREAS**, Section 211.004 of the Texas Local Government Code provides that zoning regulations must be adopted in accordance with a Comprehensive Plan; and

**WHEREAS**, Section 213.003 of the Texas Local Government Code provides that a municipality may amend a Comprehensive Plan by ordinance, after a public hearing and review by the municipality's planning commission or department; and

**WHEREAS**, Section 213.003 of the Texas Local Government Code also provides that a municipality may establish, in its charter or by ordinance, procedures for adopting and amending a Comprehensive Plan; and

**WHEREAS**, Chapter 106, "Zoning" Article I, Section 106-3, and Article II, Section 106-65 of the Code of Ordinances of the City of La Porte, delegates to the Planning and Zoning Commission the duty to review and make recommendations relevant to modifications of the Comprehensive Plan and Zoning Ordinance; and

**WHEREAS**, the City of La Porte has a Comprehensive Plan, which Plan was adopted by the City Council of the City of La Porte, Texas in 1986, and which Plan has been the subject of multiple amendments since its adoption;

**WHEREAS**, pursuant to the mandate of Chapter 106, "Zoning" of the Code of Ordinances of the City of La Porte, the Planning and Zoning Commission of the City of La Porte has reviewed all elements of the Comprehensive Plan, and as duly approved by the City Council of the City of La Porte, to consider possible amendments thereto; and

**WHEREAS**, at the La Porte Planning and Zoning Commission meeting which occurred on August 31, 2023, the La Porte Planning and Zoning Commission reviewed the Future Land Use Map component of the Comprehensive Plan for the purpose of considering proposed amendments thereto, to change the designation for that 0.27-acre property located at the northwest corner of W. B St. and S. 11<sup>th</sup> St., and legally described as follows: Lots 17, 18, 19, and 20, Block 25, Town of La Porte, Harris County, Texas, from its present designation of “Commercial” to “Low-Density Residential”, and at the conclusion of such review the La Porte Planning and Zoning Commission voted to recommend to the La Porte City Council that it approve such amendment to the Future Land Use Plan component of the Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, THAT:**

**Section 1.** All of the facts recited in the preamble to this Ordinance are hereby found by the Council to be true and correct and are incorporated herein by this reference

**Section 2.** That an amendment to the Future Land Use Map component of the Comprehensive Plan of the City of La Porte, Texas, which is incorporated to this ordinance by reference herein and attached hereto as Exhibit A, be and is hereby authorized, approved, and adopted by the City Council of the City of La Porte, Texas, after duly noticed public hearing held at its October 23, 2023, meeting, pursuant to the recommendations of the Planning and Zoning Commission of the City of La Porte, Texas.

**Section 3.** The City Secretary of the City of La Porte or her designated representative shall be required to make this amendment to the Comprehensive Plan available to the public and duly mark and note the updated reference on the Future Land Use Plan component of the Comprehensive Plan of the City of La Porte, Texas.

**Section 4.** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject to this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 5.** This ordinance shall be in effect from and after its passage and approval.

**PASSED AND APPROVED this, the 23rd day of OCTOBER, 2023**

CITY OF LA PORTE, TEXAS

---

Louis R. Rigby, Mayor

ATTEST:

APPROVED:

---

Lee Woodward, City Secretary

---

Clark Askins, Assistant City Attorney



October 4, 2023

Honorable Mayor Rigby and City Council  
City of La Porte

RE: Zone Change Request #23-92000001

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a public hearing at the August 31, 2023 meeting on a Future Land Use Map (FLUP) amendment request by Christina Vasquez, applicant, on behalf of Ramiro and Jaime Vasquez, owners of property legally described as Lots 17, 18, 19, and 20, Block 25, Town of La Porte, Harris County, Texas from Commercial to Low-Density Residential, and located at the northwest corner of W. B. Street and S. 11<sup>th</sup> Street.

For the public hearing, staff mailed twenty-six (26) notices of the public hearing to property owners within 300 feet of the subject property. Staff has not received any returned notices to date regarding the zone change. Persons spoke in favor of this item at the public hearing.

The Commission voted on a motion to recommend approval of the zone change request, as presented. The vote was 8-0, and the motion to approve carried.

Respectfully submitted,

Hal Lawler, Chairman  
Planning and Zoning Commission

# FLUP Map

0 S 11th St.

Parcel Number: 0231650250017

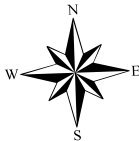
FLUP #23-92000001

 Subject Tract

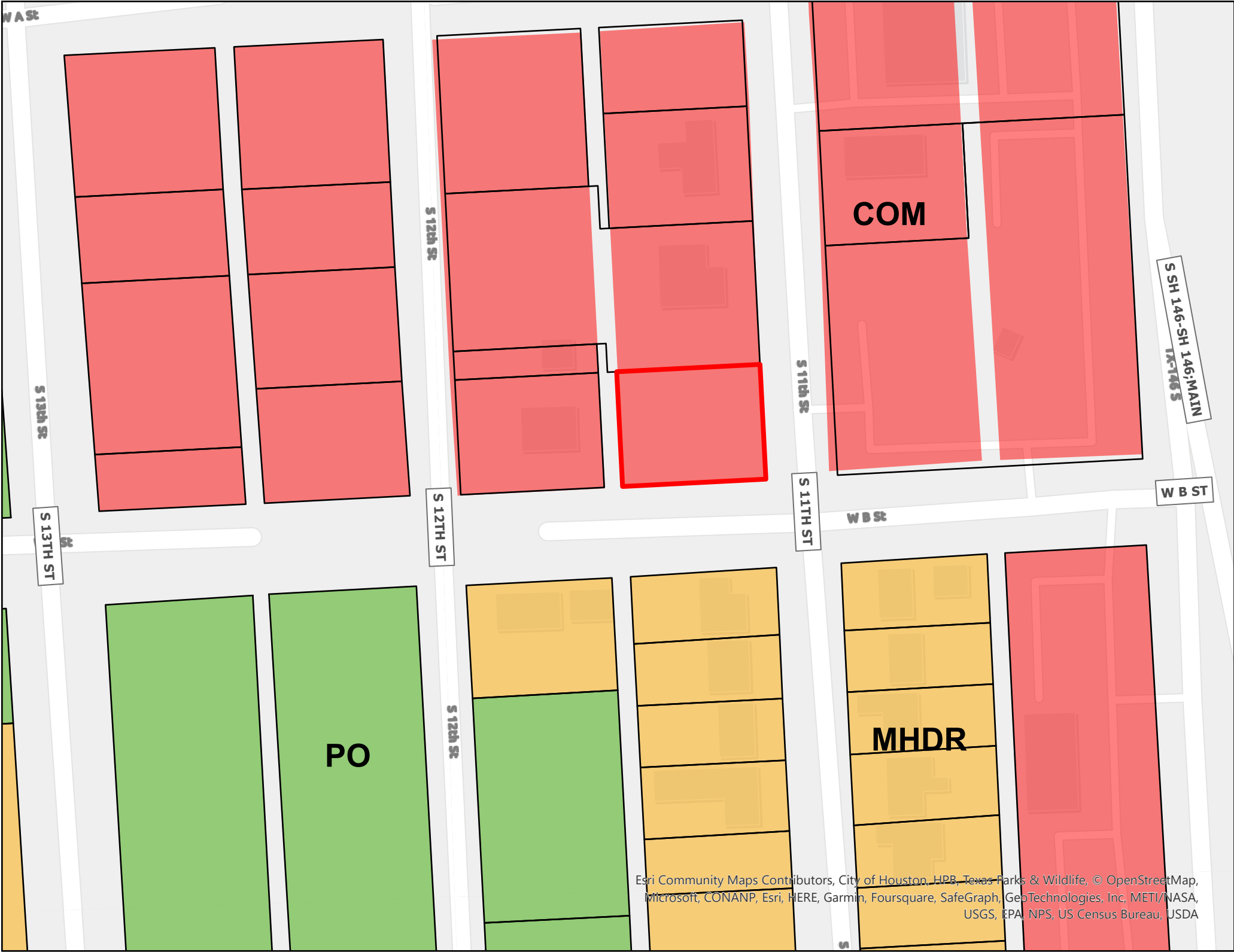


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1 inch equals 100 feet



AUGUST 2023  
PLANNING DEPARTMENT



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# Proposed FLUP Map

0 S 11th St

Parcel Number: 0231650250017

Replat #23-92000001

 Subject Tract

 Proposed Land Use

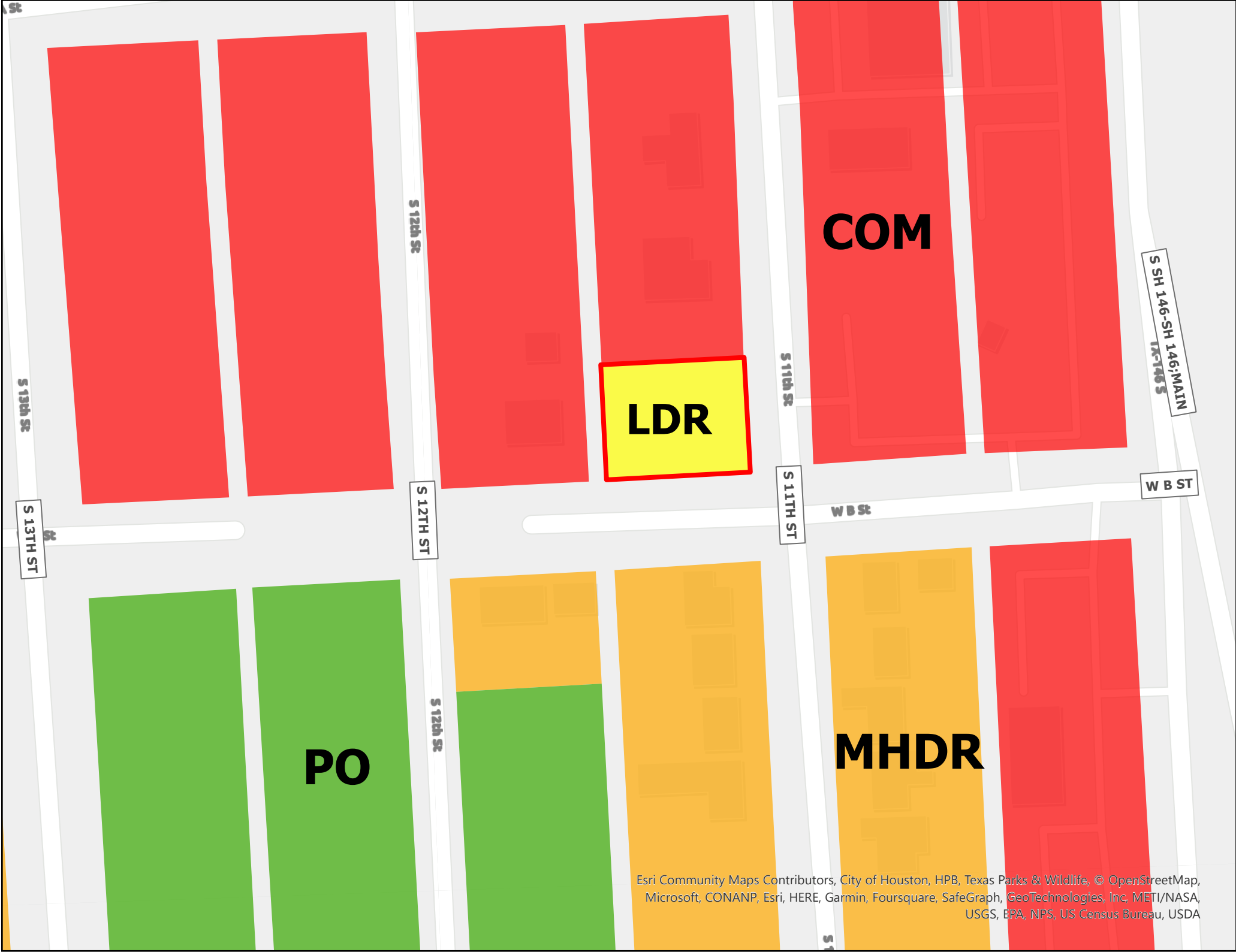


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AUGUST 2023  
PLANNING DEPARTMENT



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## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 23, 2023

Requested By: Teresa Evans, Director

Department: Planning & Development

☐ Report ☐ Resolution ☒ Ordinance

**Exhibits:** Ordinance 2023-3954; P & Z Letter of Recommendation; Aerial Map; Zoning Map; Future Land Use Map.; and Application.

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

## SUMMARY & RECOMMENDATION

Christina Vasquez, applicant, on behalf of Ramiro and Jaime Vasquez, owners is requesting approval of Zone Change No. 23-92000001 to rezone an approximately 0.27-acre property from General Commercial (GC) to Low-Density Residential (R-1) to allow for the construction of an approximately 2,388 square foot single-family home, including 1,751 square feet of living space, a 27-square foot front porch, a 192 square foot covered patio and a 418 square foot garage. According to Harris Central Appraisal District (HCAD) records, the current owners have owned the property since 2007. A Future Land Use Amendment (FLUP) FLUP No. 23-920000001 is being requested in conjunction with the zone change request to change the future land use designation from Commercial to Low-Density Residential.

According to HCAD records, the subject property includes 4 lots on 0.27 acres (12,000 square feet) of land and is currently undeveloped. The land area of the 4 lots is approximately 3,125 square feet (25' x 125") each. The applicant will replat the property into two lots and build another single-family home in the future for family members.

The property and surrounding properties north of W. B. St. are currently zoned General Commercial (GC). It is important to note that the 1981 zoning map indicated that the property was zoned residential. At some point between 1981 and 2014, the property was zoned GC, as well as properties north of W. B. St. The property is surrounded by existing single-family homes to the north and south. The existing zoning of GC may prove to make it difficult for property owners to make improvements to their homes.

The City's legal team has provided an opinion as to whether the proposed rezoning of the subject 0.27-acre property would constitute spot zoning. Legal provided the following opinion:

*“The term “spot zoning” is defined as a piecemeal zoning amendment that arbitrarily singles out a small tract of land for special treatment. In accordance with the landmark City of Pharr vs. Tippitt decision, factors that are considered in assessing whether a rezone will result in illegal spot zoning are as follows: 1) consistency with an adopted comprehensive plan; 2) whether the rezone will result in substantial detriment to the surrounding lands or serve no substantial purpose; 3) whether the rezoned property will have an adverse impact on neighboring land; 4) whether the rezone is substantially inconsistent with the zoning of the surrounding area; 5) the suitability of the tract for use as it is presently zoned; and 6) whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare.*

*The subject tract is zoned GC and is vacant. However, the lot to the west and the two consecutive lots to the north of the tract, while also being zoned GC, are occupied by pre-existing, non-conforming residential structures/uses. Furthermore, the properties to the south of the subject tract, on the other side of B street, are already zoned R-2 residential and are occupied by single-family dwellings.*

*Using the standards from the Pharr case quoted above, my view is that the rezoning of the subject tract would actually bring the property into conformity with the surrounding uses and would be a more suitable use for the property. Therefore, I do not think it would amount to spot zoning. Also, assuming that the City Council approves the associated item to change the comprehensive plan future land map for the property to residential, a vote to then rezone the property from GC to R-2 would result in the property being zoned consistent with the comprehensive plan.”*

The Planning and Zoning Commission held a public hearing on this item at their August 31, 2023, regular meeting. At that meeting, the Commission determined that the property should be rezoned from GC to R-1 due to existing developments and the character of the surrounding neighborhood.

Staff mailed twenty-six (26) public hearing notices to property owners within 300 feet of the subject property. As of the date of this writing, staff has not received any returned notices. The Planning and Zoning Commission voted 8-0 on a motion to recommend approval of Zone Change No. 23-92000001. The motion was approved.

---

## **STRATEGIC PLAN STRATEGY AND GOAL**

Adoption of Ordinance 2023-3954 to change the zoning of an approximately 0.27-acre property from GC to R-1 supports the following City’s 2023 Strategic Plan Guiding Principles.

1. 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.*
2. Communications: *The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.*

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

**City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2023-3954 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning“ by granting Zone Change #23-92000001, a change from General Commercial (GC) to Low-Density Residential (R-1) on a 0.27-acre property located at the northwest corner of W. B St. and S. 11<sup>th</sup> St. and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas; followed by discussion, and possible action to adopt Ordinance 2023-3954 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning“ by granting Zone Change #23-92000001, a change from General Commercial (GC) to Low Density Residential (R-1) on a 0.27-acre property located at the northwest corner of W. B. St. and S. 11<sup>th</sup> St. and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas.**

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

## **ORDINANCE NO. 2023-3954**

**AN ORDINANCE AMENDING CHAPTER 106 “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, BY CHANGING THE ZONING CLASSIFICATION OF A 0.27-ACRE PROPERTY LOCATED AT THE NORTHWEST CORNER OF W. B STREET AND S. 11<sup>TH</sup> STREET, AND BEING LEGALLY DESCRIBED AS LOTS 17, 18, 19 & 20, BLOCK 25, TOWN OF LA PORTE, HARRIS COUNTY, TEXAS, FROM GENERAL COMMERCIAL (GC) TO LOW-DENSITY RESIDENTIAL (R-1); MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF**

**WHEREAS**, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing regulation of land use, structures, businesses, and related activities, and that such rules and regulations as adopted by the City promote the safe, orderly, and healthful development of the City; and

**WHEREAS**, on August 31, 2023, the La Porte Planning and Zoning Commission conducted a public hearing regarding a request to rezone a 0.27-acre property located at the northwest corner of W. B Street and S. 11<sup>th</sup> Street and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas from General Commercial (GC) to Low-Density Residential (R-1), following lawful publication of the notice of said public hearing; and

**WHEREAS**, on August 31, 2023, after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission recommended that the request to rezone a 0.27 acre property platted into four lots and located at the northwest corner of W. B. Street and S. 11<sup>th</sup> Street and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas from General Commercial (GC) to Low-Density Residential (R-1), be approved; and

**WHEREAS**, on October 23, 2023, the City Council of the City of La Porte conducted a public hearing regarding a request to rezone a 0.27-acre property located at the northwest corner of W. B Street and S. 11<sup>th</sup> Street and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas from General Commercial (GC) to Low-Density Residential (R-1); and

**WHEREAS**, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code and the Code of Ordinances of the City of La Porte, Texas, concerning public notices, hearings and other procedural matters have been fully met; and

**WHEREAS**, the City Council desires that the request to rezone a 0.27-acre property located at the northwest corner of W. B Street and S. 11<sup>th</sup> Street and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas from General Commercial (GC) to Low-Density Residential (R-1) be approved.

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

**Section 1.** All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference.

**Section 2.** Chapter 106 “Zoning” of the Code of Ordinances is hereby amended by changing the zoning classification of the following described property, to wit: a 0.27-acre property located at the northwest corner of W. B Street and S. 11<sup>th</sup> Street and legally described as Lots 17, 18, 19 and 20, Block 25, Town of La Porte, Harris County, Texas from General Commercial (GC) to Low-Density Residential (R-1).

**Section 3.** All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**Section 4.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

**Section 6.** The City Council of the City of La Porte hereby finds that public notice was properly mailed to all owners of all properties located within three hundred feet (300’) of the properties under consideration in compliance with code provisions.

**Section 7.** It is directed that the Official Zoning Map of the City of La Porte, Texas be changed to reflect the zoning classification established by this ordinance

**Section 8.** The City Council of the City of La Porte hereby finds, determines, and declares that all prerequisites of law have been satisfied and hereby determines and declares that the amendments to the City of La Porte Zoning Map and Classification contained in this ordinance as amendments thereto are desirable and in furtherance of the goals and objectives stated in the City of La Porte’s Comprehensive Plan.

**Section 9.** This ordinance shall be effective after its passage and approval.

**PASSED AND APPROVED this, the 23rd day of OCTOBER, 2023.**

CITY OF LA PORTE, TEXAS

---

Louis R. Rigby, Mayor

ATTEST:

APPROVED:

---

Lee Woodward, City Secretary

---

Clark Askins, Assistant City Attorney





October 4, 2023

Honorable Mayor Rigby and City Council  
City of La Porte

RE: Zone Change Request #23-92000001

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a public hearing at the August 31, 2023 meeting on a zone change request by Christina Vasquez, applicant, on behalf of Ramiro and Jaime Vasquez, owners of property legally described as Lots 17, 18, 19, and 20, Block 25, Town of La Porte, Harris County, Texas from General Commercial (GC) to Low Density Residential (R-1) and located at the northwest corner of W. B. Street and S. 11<sup>th</sup> Street.

For the public hearing, staff mailed twenty-six (26) notices of the public hearing to property owners within 300 feet of the subject property. Staff has not received any returned notices to date regarding the zone change. Persons spoke in favor of this item at the public hearing.

The Commission voted on a motion to recommend approval of the zone change request, as presented. The vote was **8-0**, and the motion to approve carried.

Respectfully submitted,

Hal Lawler, Chairman  
Planning and Zoning Commission



# Aerial Map

0 S 11th St.

Parcel Number: 0231650250017

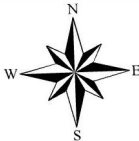
Zone Change #23-92000001

 Subject Tract



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1 inch equals 100 feet



AUGUST 2023  
PLANNING DEPARTMENT





# Zoning Map

0 S 11th St

Parcel Number: 0231650250017

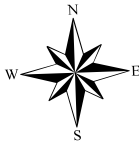
Zone Change #23-92000001

 Subject Tract

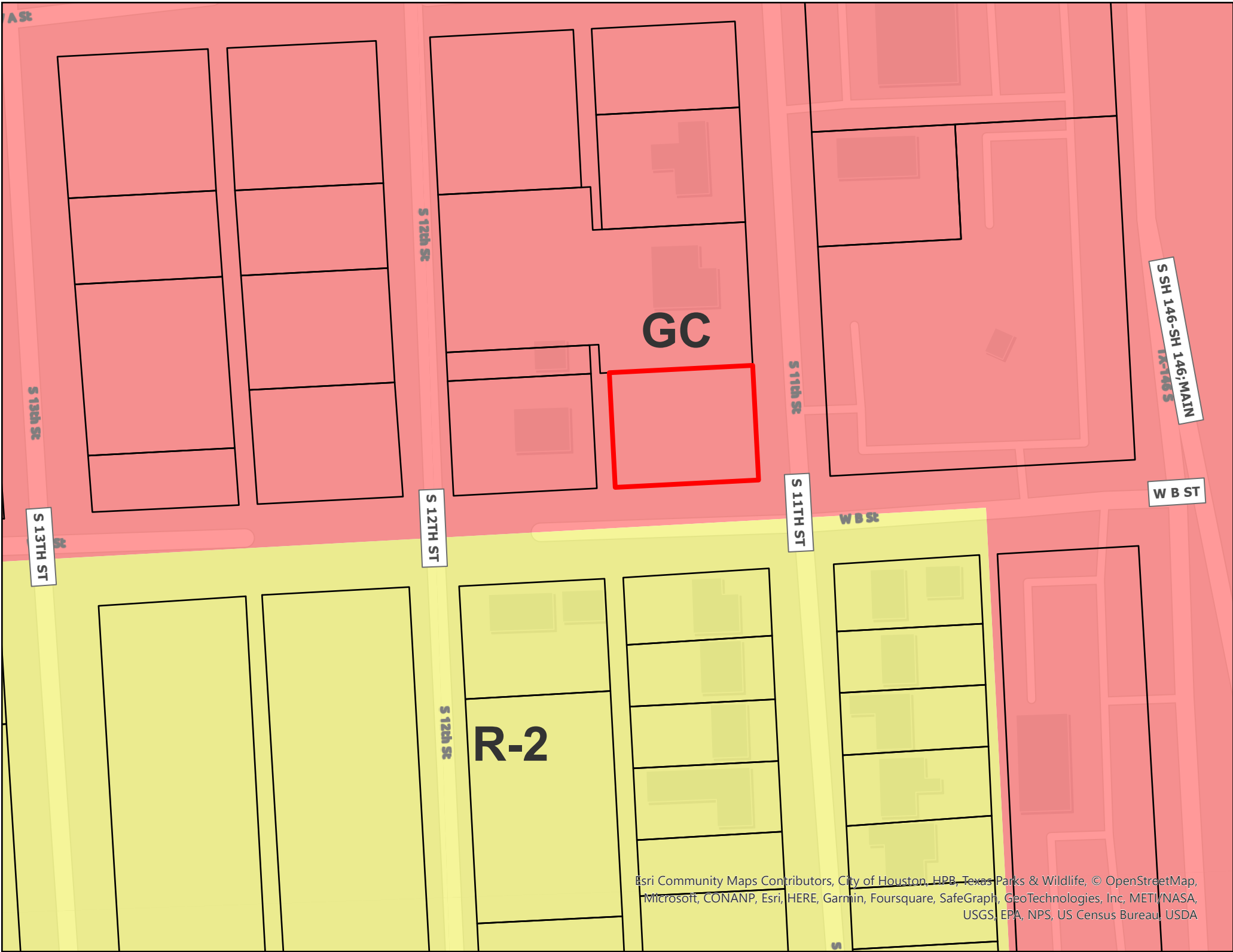


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AUGUST 2023  
PLANNING DEPARTMENT



# FLUP Map

0 S 11th St.

Parcel Number: 0231650250017

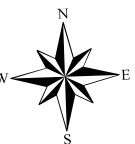
Zone Change #23-92000001

 Subject Tract



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AUGUST 2023  
PLANNING DEPARTMENT

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# Zone Change Application

Planning and Development Department

604 West Fairmont Parkway

La Porte, Texas 77571

281-470-5057

## OVERVIEW

Zoning protects the rights of property owners while promoting the general welfare of the community. The purpose of zoning is to locate particular land uses where they are most appropriate. A property owner may submit an application requesting consideration of a zone change or modification to the zone district that their property is located. Requests for a rezoning are reviewed in accordance with the provisions of Section 106-171 of the City of La Porte Code of Ordinances and the city's Comprehensive Plan. Rezoning requests are reviewed by the Planning and Zoning Commission as a public hearing. The Commission consists of residents of the community appointed by City Council. The Commission meets on the third Thursday of every month, as necessary. The Commission will forward a recommendation to the City Council for final consideration.

## SUBMITTAL REQUIREMENTS

The following application package must be submitted to the Planning and Development Department at least three (3) weeks prior to the desired hearing date.

- ☒ Completed **application form**.
- ☒ **Application fee** of \$400; nonrefundable.
- ☐ **Site plan, conceptual site plan or general plan**, drawn to scale and dimensioned to depict the development being proposed.
- ☒ **Project description/justification letter** that thoroughly explains what is being requested and why such SCUP should be approved by the Planning and Zoning Commission and City Council.
- ☒ **Affidavit of posting** fully executed that ensures the applicant will post the required public hearing sign on the property for at least 10 days prior to the Planning and Zoning Commission meeting date. Such sign will be provided by the Planning and Development Department.

## PROCESS

- Upon receipt of a complete application package by the Planning and Development Department, the zone change request will be scheduled for the next available Planning and Zoning Commission meeting date as a public hearing.
- The Planning and Development Department will provide the applicant with a Notice of Public Hearing sign that must be posted on the property where the zone change is being requested. The sign must be posted on the property visible and within 20 feet from the abutting street for a minimum of 10 days before the scheduled public hearing.
- The Planning and Development Department will publish notice of the public hearing in the Bay Area Observer and at City Hall in conformance with legal requirements. Additionally, the city will send notice of the public hearing to all property owners within 200 feet of the subject property where the zone change is being requested.





## Zone Change Application

Planning and Development Department

- The Planning and Zoning Commission public hearing will be held in the City Council Chamber at City Hall (604 W. Fairmont Parkway). At the meeting, the Planning and Zoning Commission will conduct a public hearing and provide a recommendation to the City Council on the proposed rezoning. If additional information is requested by the Commission, the public hearing may be continued to a future meeting date.
- The Commission is tasked to review the proposed zone change and offer a recommendation to the City Council for approval, denial, or approval with conditions.
- Following the Commission's public hearing, their recommendation on the proposed rezoning is then forwarded to City Council for consideration.
- For the City Council public hearing, the Planning and Development Department will publish notice of the public hearing in the Bay Area Observer and post notice at City Hall in conformance with legal requirements.
- The City Council public hearing will be held in the City Council Chamber at City Hall (604 W. Fairmont Parkway). At the meeting, the City Council will conduct a public hearing and render a decision on the proposed zone change. However, if additional information is requested by the City Council, the public hearing may be continued to a future meeting date.
- The following is an excerpt from the City of La Porte's Code of Ordinances pertaining to zone change requests.

### CODE REQUIREMENTS

#### Rezoning Requests

##### **Sec. 106-171. - Amendment procedures.**

The city council may from time to time, on its own motion, the motion of the planning and zoning commission, or on petition, amend, supplement, change, modify or repeal the regulations, restrictions, and boundaries herein established.

- (1) *Public hearing before the city planning and zoning commission.* Before taking any action on any proposed amendment, supplement, change, or modification, the city council shall submit the same to the city planning and zoning commission which shall make a preliminary report and hold a public hearing thereon before submitting its final report to the city council.
- (2) *Notice of public hearing before city planning and zoning commission.*
  - a. Written notice of all public hearings before the city planning and zoning commission on proposed changes in classification shall be sent to owners of real property lying within 200 feet of the property on which the change in classification is proposed as well as the La Porte Independent School District, such notice to be given not less than ten days before the date set for hearing, to all owners who have rendered their said property for city taxes as the ownership appears on the last approved city tax roll. Such notice may be served by depositing the same, properly addressed and postage paid, in the city post office. At least 15 days notice of the time and place of such hearing shall be published once in a newspaper of general circulation in the city.
  - b. Requirements for public notice by sign posting:
    1. Public notice for procedures requiring public notice by sign posting shall be provided by the city at least 15 days before the public hearing.
    2. The applicant shall place public notice sign on the property within 20 feet of the abutting street.
    3. The sign shall be clearly visible, readable, and not to create hazard to traffic on the public right-of-way abutting the property.
    4. Public notice sign shall include the date, time, place, and purpose of public hearing.
    5. The applicant must return the sign to the city within ten days after the appeal period for the public hearing has ended.
    6. The erection of this sign shall not require a permit from the city.



## Zone Change Application

Planning and Development Department

- 
- (3) *Publication of notice.* In the event a public hearing shall be held by the city planning and zoning commission in regard to a change of this chapter not involving particular property but involving a change in the chapter generally, notice of such hearing shall be given by publication once in a newspaper of general circulation in the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the day of such publication.
  - (4) *Submission of findings and recommendations to city council.* The city planning and zoning commission shall forward its written findings of fact and recommendations to city council within 15 days of the close of the hearings.
  - (5) *Public hearing before city council.*
    - a. Upon receipt of the written recommendations from the planning and zoning commission, a public hearing shall be held by the city council before adopting any proposed amendment, supplement, change, modification or repeal of the regulations, restrictions, and boundaries herein established.
    - b. Notice of such hearing shall be given by publication once in a newspaper of general circulation on the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the day of such publication.
  - (6) *Council actions.* The city council shall act upon such motion or petition within 30 days from the date the final report of the city planning and zoning commission was submitted to the city council.
  - (7) *Protests.*
    - a. In case of a protest against any such amendment, supplement, change, or repeal of the regulations, restrictions, and boundaries herein established, a written protest filed with the enforcement officer and signed by the owners of 20 percent or more of either:
      1. The area of lots or land covered by the proposed change; or
      2. The area of lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.Such amendment, supplement, change, modification, or repeal shall not become effective except by the favorable vote of three-fourths of all the members of the city council.
    3. Streets and alleys shall be included when computing the area of land from which a protest may be filed.
  - (8) *Vote to overrule.* The affirmative vote of at least three-fourths of the city council is required to overrule a recommendation of the city planning and zoning commission that a proposed change to this chapter or boundary be denied.





# Zone Change Application

Planning and Development Department

## PROJECT INFORMATION

Address where zone change is being requested: 0 S 11th Ave  
Legal description where zone change is being requested: LTS 17 18 19 + 20 BLK 25  
HCAD Parcel Number where zone change is being requested: 0231650250017  
Zoning District: General Commercial - C2 Lot area: 12,500 SF

A request for approval of a zone change is hereby made to the City of La Porte.

Description of Request: Requesting a zoning district change from C2 -  
Real, Vacant Commercial to State Category ID A1 -  
Real, Residential, Single Family

Attached hereto is a Project Description Letter describing the project and outlining the reasons why such SCUP should be approved.

## PROPERTY OWNER(S) INFORMATION

Name: Jaine + Ranica Vasquez  
Company (if applicable): \_\_\_\_\_  
Address: 303 S. 15th St. / 301 S. 15th St.  
City: La Porte State: TX Zip: 77571  
Phone: 832.339.8649 + 713.483.0140 Email: jmvsg@hotmail.com

## AUTHORIZED AGENT (If other than owner)

Name: Christina Vasquez  
Company (if applicable): \_\_\_\_\_  
Address: 303 S. 15th St.  
City: La Porte State: TX Zip: 77571  
Phone: 832.348.6567 Email: christina.jaine.6303@gmail.com

## OWNER(S) & AGENT CERTIFICATION

I hereby depose and state under the penalties of perjury that all statements, proposals and/or plans submitted with/or contained in this application are true and correct and the application is complete to the best of my knowledge and belief.

Agent's Signature: Christina Vasquez Date: \_\_\_\_\_

Owner(s)' Signature(s): Jaine Vasquez Date: 6/16/24

## STAFF USE ONLY:

Case Number:

23-92000001

Date Application Received:

06.29.2023



# Zone Change Application

Planning and Development Department

## AFFIDAVIT OF POSTING

### PLANNING AND ZONING COMMISSION PUBLIC HEARING

STATE OF TEXAS

COUNTY OF HARRIS

CITY OF LA PORTE

The undersigned hereby duly swears on oath and says:

1. A public hearing sign was provided to me by the City of La Porte's Planning and Development Department. I hereby attest that said sign will be posted on the following described property, which is subject to the application:

ADDRESS: 0 S 11<sup>th</sup> Street LaPorte Tx 77571

LEGAL DESCRIPTION: 45 17, 18, 19 - 20 Bk 25

2. In accordance with the provisions of Section 106-194 of the city's Code of Ordinances, I hereby attest that said sign will be posted on the described property for no less than fifteen (15) days prior to the scheduled public hearing; starting at least on the following date: \_\_\_\_\_

Unknown on 6/29/23

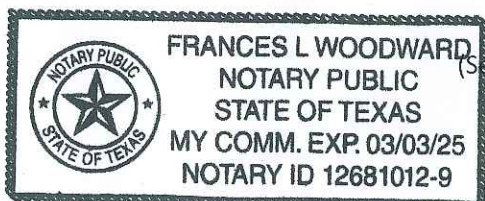
3. Said sign shall be placed on the property within 20 feet of the abutting street.
4. Said sign shall remain legible and visible for the entire fifteen (15) day posting period. If sign is damaged or missing, I hereby attest that I will contact the City of La Porte for a replacement sign.

[Signature]  
Applicant's Signature

Christine Pasquer  
Applicant's Printed Name

Subscribed and sworn before me this 21<sup>st</sup> day of June, 2023, by

Christine Pasquer (Print Applicant's Name)



[Signature]  
Notary Public

My commission expires: 3/3/2025



7:14



Photo

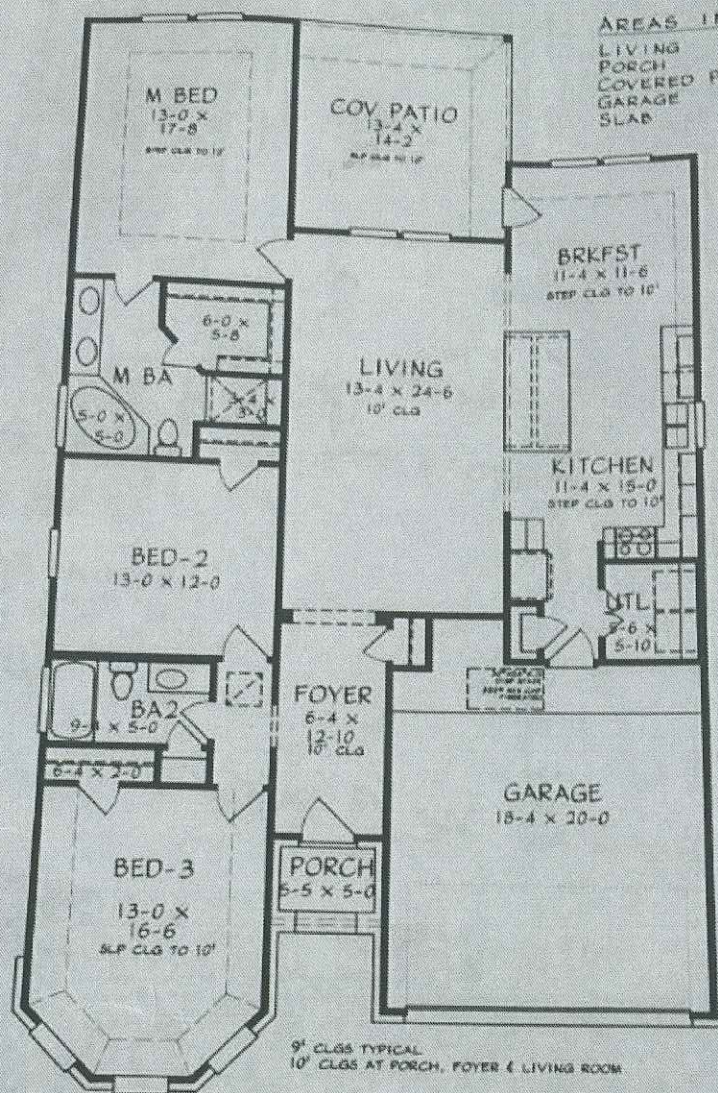
Done

8/8/18 - 4:06PM - SC-3-1823-2C.2 DWG

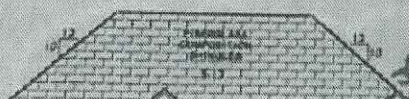
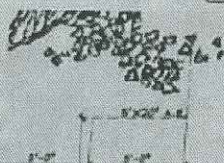
SC-3-1823

6/5/20 - 1:38PM - SR-3-1751-3B - F. MARETH, DWG

SR-3-1751-3B



39'-11" WIDE  
67'-5 1/2" DEEP







PLAN NO.

**SR-3-1751-3B**



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To whom it may concern,

We would like for the lots 17, 18, 19,  
and 20 Bk 25  
located at O S 11th Street.

to be rezoned from Commercial  
to Residential. This area is  
predominantly residential and we  
would like to build my son a home  
on these lots.

Thank you so much for your time  
and consideration.

Thank you,  
Christina Uy





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>10-23-23</u>
Requested By:	<u>Teresa Evans, Director</u>
Department:	<u>Planning and Development</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	

**Exhibits:** Ordinance 2023-3956; La Porte 2040 Comprehensive Plan; Decision Letter; Public Hearing Notice

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

The comprehensive plan is a long-range planning document intended to guide policy decisions and development regulations. The plan plays an important role in determining when, where, and how development happens by providing the community with a long-term vision for development through proactive, short-term actions. To ensure the plan recommendations reflect a communities' changing needs, a comprehensive plan should be updated every five (5) to ten (10) years. The city's last major plan update was in 2012, and the La Porte comprehensive plan is due for a major update.

Gathering public input is a critical step in developing a Comprehensive Plan. The Mayor and the City Council appointed a Comprehensive Plan Advisory Committee (CPAC) to guide the plan recommendations. The CPAC membership consisted of long-term residents, community leaders, public agency representatives, business owners, and developers. The CPAC met five (5) times over the last year to provide knowledge, identify issues and opportunities, and refine the final planning recommendations. To keep the community informed on the project and solicit feedback, the project team and staff also hosted two (2) community open houses, conducted two (2) on-line surveys, and presented at two (2) joint meetings of the City Council and Planning and Zoning Commission. The consultant team also interviewed key economic development and business stakeholders, and developed the project website, [www.laporte2040.com](http://www.laporte2040.com), as an on-line resource. The project website has provided another platform for community stakeholders to stay informed, find relevant information, and provide input.

The La Porte City Council and Planning and Zoning Commission held a special joint meeting on September 13, 2023, to receive an overview of the draft plan, discuss the plan recommendations, and provide direction on any changes. The participants asked questions and advised of one edit. Members of the CPAC also attended the joint meeting and voiced their support for the comprehensive plan. A copy of the draft plan may be viewed and downloaded from the project website at [www.laporte2040.com](http://www.laporte2040.com).

The Planning and Zoning Commission met in a regular meeting on September 21, 2023, and unanimously voted to recommend the City Council adopt the La Porte 2040 Comprehensive Plan.

---

### STRATEGIC PLAN STRATEGY AND GOAL

Adoption of the La Porte 2040 Comprehensive Plan directly supports all of the City's 2023 Strategic Plan Guiding Principles.

1. 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.*
2. Communications: *The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.*
3. Infrastructure and Utilities: *The City of La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.*
4. 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.*
5. 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

**Approve Ordinance 2023-3956 to adopt an update to the Comprehensive Plan of the City of La Porte.**

---

**Approved for the City Council meeting agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**





CITY OF LA PORTE

# COMPREHENSIVE PLAN

October 2023









# ACKNOWLEDGMENTS

## CITY COUNCIL

Louis Rigby, Mayor  
Brandon Lunsford, At-Large A  
Brent McCaulley, At-Large B  
Mandi Williams, District 1  
Chuck Engelken, District 2  
Bill Bentley, District 3  
Rick Helton, District 4  
Jay Martin, District 5  
Robbie McLarrin, District 6

## CITY STAFF

Corby Alexander, City Manager  
Teresa Evans, Planning & Development  
Director  
Maria Peña, Department Coordinator

## COMPREHENSIVE PLAN ADVISORY COMMITTEE

Bill Bentley  
Rick Helton  
Donna O'Connor  
Richard Warren  
Jeff Martin  
Danny Earp  
Marty Campise  
Sandy Christi  
Elizabeth Lynch  
Beth Brady  
Chad Burke  
Sherry Lowe  
Virginia Pierson-Turner

## CONSULTANT TEAM











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## EXECUTIVE SUMMARY

La Porte is a tight-knit community that enjoys its bayfront location and small-town charm. With changing demographics, development patterns, and the need to preserve the character of the community, it is important to plan for a “future by the bay”. The La Porte Comprehensive Plan is a community-driven planning effort aimed at developing accountability mechanisms and ensuring continued community investment. The Plan builds on previous comprehensive planning efforts, including the City of La Porte 2030 Comprehensive Plan adopted in 2012 and most recently updated in 2018. It is envisioned to guide development and growth in La Porte over the next 20 years. During a 17-month-long planning process, the City of La Porte partnered with residents, community groups, and stakeholders to identify priorities that reflect community values and support a growing and resilient La Porte.

The Plan is developed following an implementation-focused framework to help the City achieve the community vision and goals as well as measure success. It is organized into six chapters that highlight the issues and opportunities for the City of La Porte. The first chapter, Community Snapshot, provides an overview of the comprehensive planning process, planning context, existing demographic characteristics, existing land use, and physical constraints for La Porte. The second chapter outlines the Vision and guiding principles that were created based on community, staff, and stakeholder input. The vision and guiding principles will inform recommendations made throughout the plan. Chapters three, four, and five elaborate on issues and opportunities related to land use, transportation, and economic development. The last chapter of the Plan provides implementation strategies to achieve the vision for development in La Porte and performance metrics to track the success of the recommended strategies.





1

# COMMUNITY SNAPSHOT





# INTRODUCTION

Comprehensive plans play an important role in determining when, where, and how development occurs in an area. La Porte's comprehensive plan intends to provide a long-term vision for the development of the community through proactive short-term actions.

La Porte is located in Harris County, in southeast Texas, approximately 25 miles southeast of Downtown Houston. La Porte is situated along SH 225 and SH 146, providing an appealing setting away from the highly urban environment in Houston. Accessibility, location, great schools, and exceptional quality of life make La Porte a desirable place to live and work. By looking at the existing conditions, La Porte can better plan for how the City should grow and develop in the future. The Community Snapshot chapter offers historical context, a demographic profile, and information on the physical features of the City.





# WHAT IS A COMPREHENSIVE PLAN?

The comprehensive plan is a long-range planning tool intended to be used by decision-makers, municipal staff, and local residents. The importance of a comprehensive plan cannot be overstated, as it will direct the community's growth and physical development for the next 10 to 20 years. The comprehensive plan is written for various audiences, including La Porte residents, elected and appointed officials, and technical professionals. The State of Texas has established laws dictating the way that incorporated communities can ensure the health, safety, and welfare of their citizens through a comprehensive plan.

The Texas Local Government Code (TLGC) Chapter 213 states:

*"The governing body of a municipality may adopt a comprehensive plan for the long-range development of the municipality... A municipality may define the relationship between a comprehensive plan and development regulations and may provide standards for determining the consistency required between a plan and development regulations."*

In basic terms, the primary objectives of a comprehensive plan are to accomplish the following:

- Efficient delivery of public services
- Coordination of public and private investment
- Minimization of potential conflicts between land uses
- Management of growth in an orderly manner
- Cost-effective public investments
- A rational and reasonable basis for making decisions about the community

There are two interrelated purposes of a comprehensive plan. First, it allows the citizens of a community to create a shared vision of what they want the community to become. Additionally, it establishes recommendations in which a community can effectively implement this vision.

## Legal Basis for Planning

State law gives municipalities the power to regulate the use of land, but only if such regulations are based on a plan. The authority of a City to create a comprehensive plan is rooted in Chapters 211, 212, and 213 of the Texas Local Government Code (TLGC).

Chapter 211 of the TLGC allows municipalities to adopt zoning, while Chapter 212 allows the governing body of a community to regulate subdivision development within the city limits, which varies depending upon the population of the community. It is important to note that a comprehensive plan is NOT a zoning ordinance but rather is intended to be used as a tool to guide development, infrastructure, and land use decisions in the future. The comprehensive plan does, however, serve as a basis on which zoning decisions are made, as specified by Chapter 211 of the TLGC.

In Texas, cities are not required by the State's government to prepare nor maintain a comprehensive master plan, unlike some other states. However, Section 213 of the TLGC allows the governing body of a community to adopt a plan to encourage sound development decisions and promote public health, safety, and welfare. Texas cities can define the content and design of their plan, resulting in a long-range blueprint that can be customized to meet their needs.



# HOW WILL THE COMPREHENSIVE PLAN BE USED?

The comprehensive plan is a long-range planning document that City leadership and staff should reference to guide development regulations and policy decisions. It can be used in a variety of ways for different City departments. The comprehensive plan is not a regulating document, such as the zoning ordinance or subdivision regulations; however, the recommendations will influence City regulations and policies that are updated more frequently. The comprehensive plan should be revisited every five to ten years to ensure the plan recommendations are meeting the community's current needs. Below are a few ways the City will use this comprehensive plan.

## CITY ADMINISTRATION

The City Administration (e.g., City Manager, Assistant City Managers, Finance) will primarily use the Future Land Use Map and the implementation matrix for major policy and budget decisions.

## PLANNING & DEVELOPMENT

The Planning & Development Department will primarily use the Future Land Use Map to review zoning cases and prepare staff reports for the Planning & Zoning Commission. While compatibility with the Future Land Use Map is important, it should not be the only criterion to recommend approval or denial of a zoning decision. Other critical review criteria include the provision of adequate infrastructure, transportation connectivity and access, topography considerations, land use adjacency, growth management principles, etc.

## ENGINEERING

The Engineering Division will primarily use the Future Land Use Map when planning for future infrastructure capacity. The Engineering Department will also use the population projections associated with the Future Land Use Map to plan for when the infrastructure will be needed.

## PARKS AND RECREATION

Like the Engineering Division, the Parks and Recreation Department will primarily use the Future Land Use Map and population projections to plan for future park, recreation, and open space facilities. These facilities should be strategically located within neighborhoods and near other public uses. The comprehensive plan works with other master plans, like the Parks, Recreation, and Open Space Master Plan adopted in 2020, to identify the location of park facilities and improve connectivity through the use of trails.



# PLANNING CONTEXT

While developing the vision for the community, it is crucial to understand and assess the planning context and existing conditions. Planning recommendations, developed as part of the comprehensive planning process, need to align with the unique opportunities and challenges faced by La Porte.

## FUTURE BY THE BAY

La Porte is bordered by Upper San Jacinto Bay on the northeast and Trinity Bay on the east. La Porte has the potential to leverage its proximity to the bay by developing new amenities and improving the existing amenities such as Sylvan Beach Park and Bay Shore Park. In planning for the future by the Bay, the City also needs to be mindful of the challenges it faces as a bayfront community, such as vulnerability to natural disasters, especially hurricanes and flooding in the case of La Porte.

In the last few years, natural disasters have become more frequent, dangerous, and costly. Federal Emergency Management Agency (FEMA) declared a total of 13 disasters in Harris County between 2011 and 2023, including hurricanes, floods, severe storms, fire, COVID-19, and severe ice storms. In

2020, the County was hit by Hurricane Hanna and Tropical Storms Marco and Laura within a month, causing widespread destruction to life, property, and businesses. In 2021, severe winter storms disrupted day-to-day activities.<sup>1</sup> La Porte experienced extensive tree, fence, power line, and residential and industrial property damage due to tornadoes in 2015 and 2017.<sup>2</sup> It is well established that the frequency and intensity of disasters will increase due to climate change, which calls for resiliency planning, land use, built environment modifications, and improved mitigation strategies.

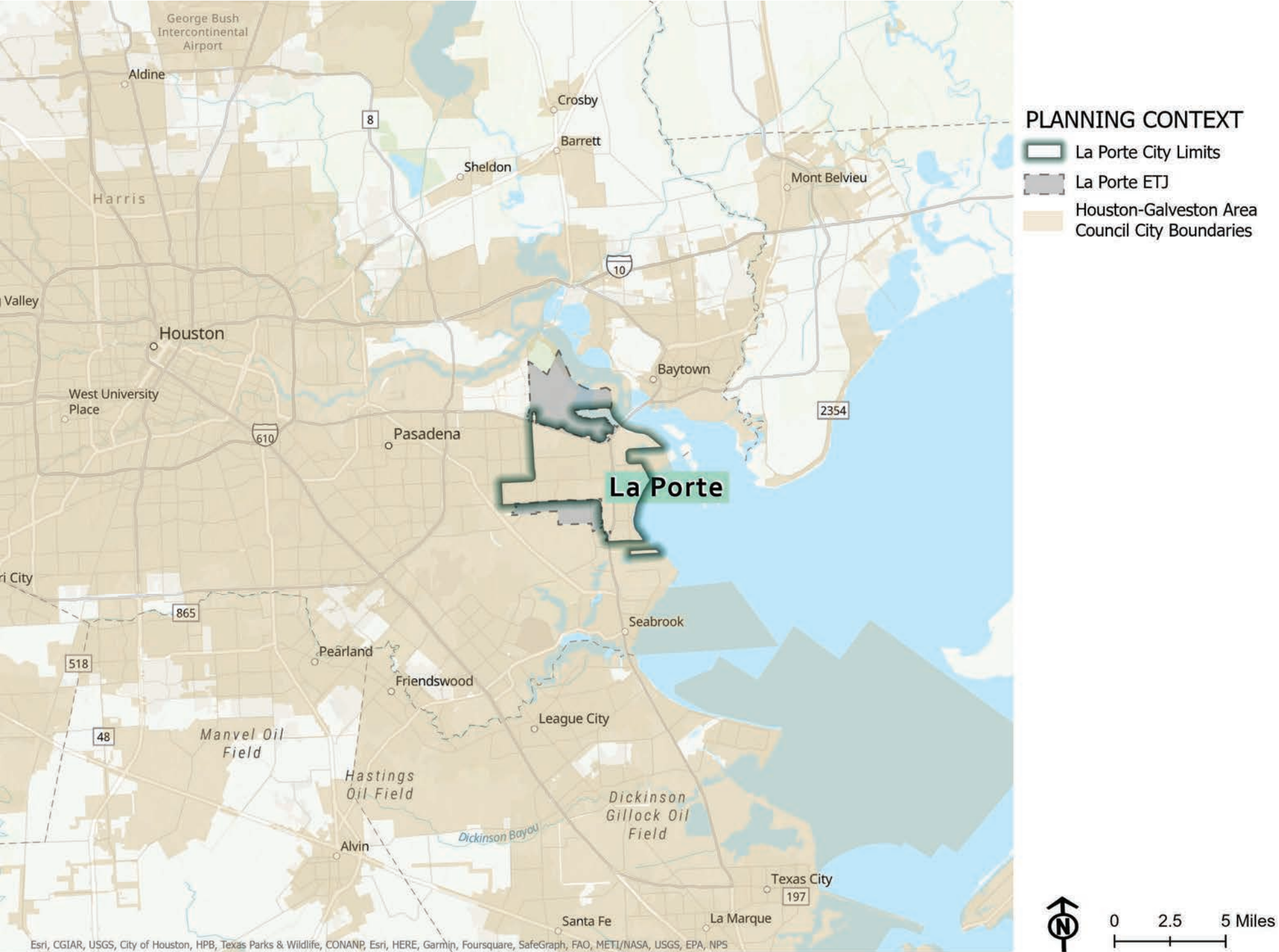
## INFILL AND REDEVELOPMENT

La Porte has limited options for outward growth due to being bound by other municipalities, limited available ETJ, and natural boundaries, like the bayfront. The City is currently bounded by the municipalities of Deer Park, Pasadena, Morgan's Point, and Shore Acres. The City also operates two Industrial Districts in the ETJ, the Bayport Industrial District

and the Battleground Industrial District, further limiting outward growth into the ETJ directly adjacent to the northern and southern city limits. While planning for future development, infill and redevelopment will play an important role in revitalizing existing areas and fully utilizing existing land parcels in the City.



1.FEMA Disaster Declarations for States and Counties, [Disaster Declarations for States and Counties | FEMA.gov](https://www.fema.gov/disaster-declarations-states-counties)  
2.Harris County Multi-Hazard Mitigation Action Plan Volume 1 – Are-wide Elements, [HarrisCounty-Vol1\\_Area\\_Wide\\_Elements.pdf \(readyharris.org\)](https://www.readyharris.org/HarrisCounty-Vol1_Area_Wide_Elements.pdf)

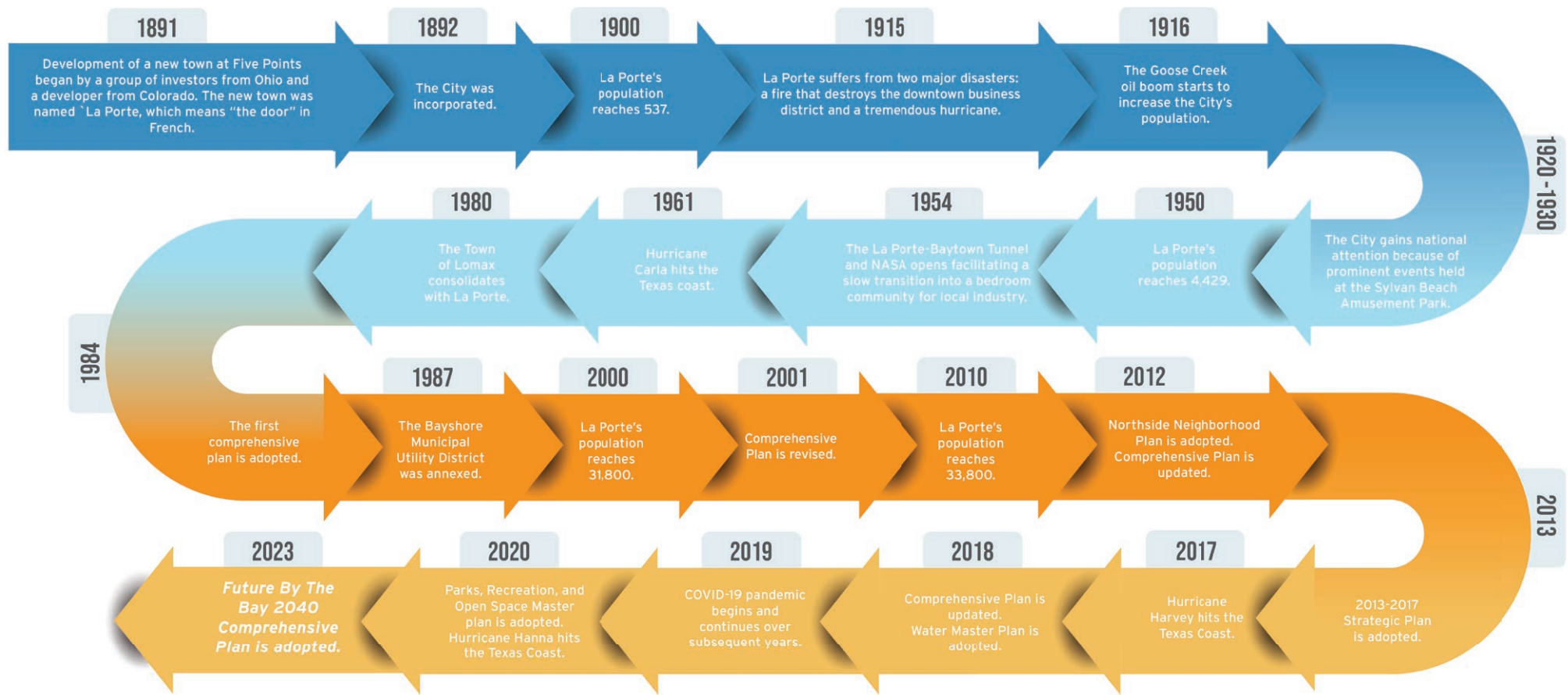




## PLANNING HISTORY

Previous local and regional planning efforts should be considered when developing a comprehensive plan to ensure coordinated recommendations for the study area. This section provides an overview of relevant plans and their applicability to the comprehensive plan. La Porte benefits from remarkable discipline in continuing planning efforts beyond the comprehensive plan as shown in Figure 1.

**Figure 1.** Planning History



## PREVIOUS PLANNING EFFORTS

As part of the comprehensive planning process, existing plans and policies adopted by the City were reviewed and analyzed along with planning efforts in progress. Goals, objectives, and action items from each plan were extracted and examined to inform the vision, guiding principles, and recommendations outlined in this Plan. This section provides an overview of the most recent planning policies, plans, and studies that guide La Porte's development.

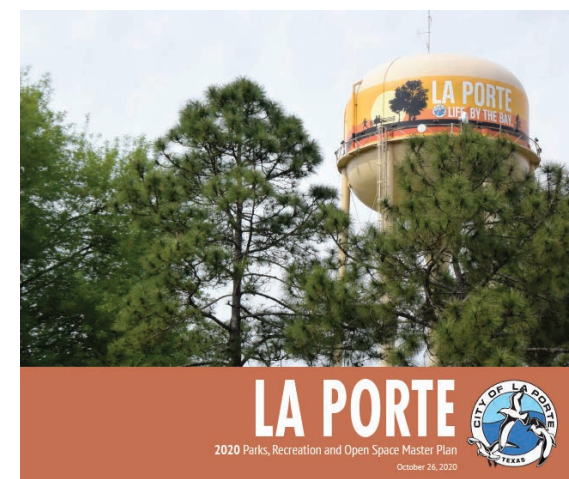
## COMPREHENSIVE PLAN UPDATES

The City of La Porte 2030 Comprehensive Plan was adopted in October 2012 and updated in November 2018. Both the 2012 and 2018 Comprehensive Plan Updates act as guiding documents in planning for the future of La Porte. The plans identify numerous recommendations, some of which remain relevant given the existing conditions and community vision for La Porte today. Both the comprehensive plan updates were developed as a result of extensive public input and reflect the vision of the residents for future development in La Porte. While land use patterns, transportation concerns, and economics have changed over time, the

plans propose recommendations that will help solve existing development constraints faced by the City of La Porte. The relevant strategies from the previous plans are included in this Plan in the form of land use, transportation, and economic development recommendations.

## PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

Since the original Parks, Recreation, and Open Space Master Plan was completed in 2002, La Porte has steadily and increasingly invested in its parks and recreational facilities, parks, and programming. The latest update to the Parks, Recreation, and Open Space Master Plan was adopted in 2020. The parks and trails network is a central element of the past comprehensive plans and is expected to continue with the expansion of this infrastructure as a critical strategy to attain the City's long-range goals. By 2040, it is envisioned that all residents will have equitable access to a park or open space facility and the trails network will have extensions to all residential neighborhoods and will connect to parks, schools, and other destinations across the City.



## NORTHSIDE NEIGHBORHOOD PLAN

La Porte has a vested interest in the continued growth and enrichment of the Northside Neighborhood. In 2000, the City published the Northside Neighborhood Plan that highlighted several issues in the community and resulted in proactive solutions such as the increased presence of law enforcement, the construction of affordable housing options, and the removal of unwanted dangerous buildings. The plan prioritizes recommendations and action items into short-term, mid-term, and long-term based on community input and existing conditions analysis.

## WATER MASTER PLAN

The Water Master Plan was adopted by the City of La Porte in October 2019. As part of this Plan, the City developed its GIS for both water and sewer systems. The plan evaluates the existing system under current conditions, with the immediate known development and under ultimate development conditions. The recommended water system improvements are designed to handle existing and future development and assist the City with the development of a Capital Improvement Plan for water facilities.

**Figure 2.** Northside Neighborhood Plan





# DEMOGRAPHICS

The demographic analysis examines the population characteristics in La Porte. The analysis presented in this section will inform the vision and recommendations of this Plan.

## POPULATION AND GROWTH

La Porte experienced a steady growth in population with a 4 percent increase in population over the last decade, which aligns with the growth patterns of peer communities in the region. In 2018, the Houston-Galveston Area Council (H-GAC) created a regional growth forecast that projects the region's population will increase by 5.1 percent between 2015-2045.<sup>1</sup> Assuming that the population continues to grow at 0.9%<sup>2</sup>, the population will increase to 38,416 in 2030 and to 42,017 in 2040.

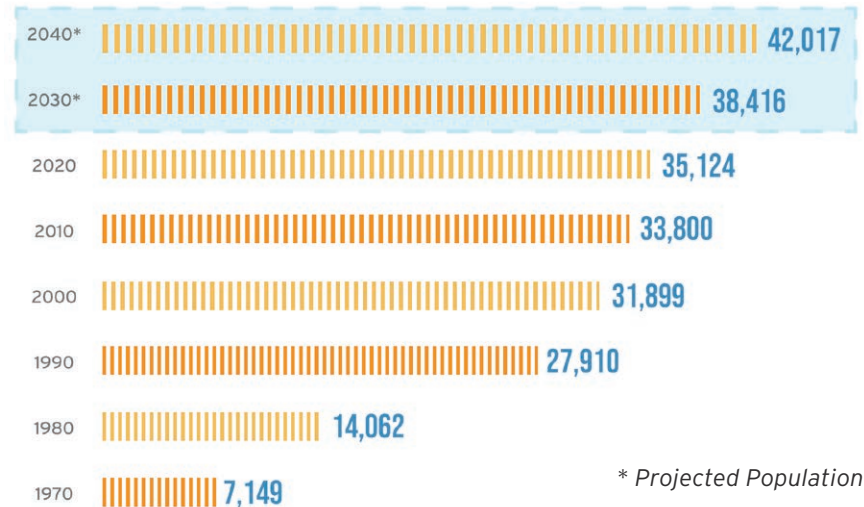
## RACE AND ETHNICITY TRENDS

La Porte houses a predominantly White population (71%), followed by Two or More Races (12%), and Black population (9%). The Hispanic community grew from 29% to 37% between 2010 and 2020.

<sup>1</sup> 2018 H-GAC Regional Growth Forecast, <https://datalab.h-gac.com/rgf2018/>

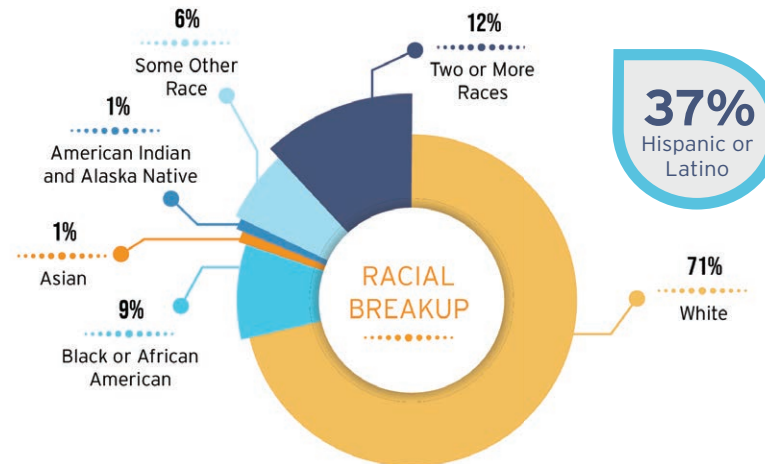
<sup>2</sup> Annual growth rate between 2010 and 2022 based on U.S. Census data.

**Figure 3.** Population Growth



Source: Decennial Census, population projections based on Compound Annual Growth Rate

**Figure 4.** Race and Ethnicity



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

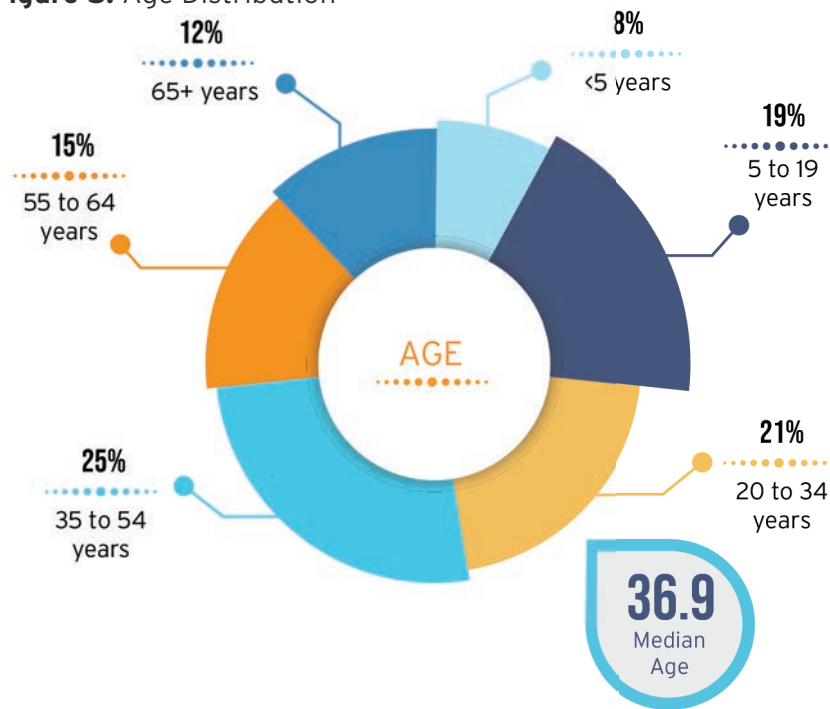
## AGE DISTRIBUTION

Understanding age patterns helps La Porte plan for the appropriate programs, services, housing, jobs, and quality-of-life amenities.

The largest portion of La Porte's population is between the ages of 35 and 54 years, followed by 20 to 34 years. These two cohorts combined represent the common labor force years. The strong labor force speaks to La Porte's growing economic clout in the region. The next largest group is "young", between the ages of 5 to 19 years, denoting families with children.

The oldest segment of the population is the sector has increased since 2010, which implies people of retirement age and beyond are coming to the City or continuing to age in place.

**Figure 5.** Age Distribution



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

## ECONOMIC OPPORTUNITY

### EDUCATIONAL ATTAINMENT

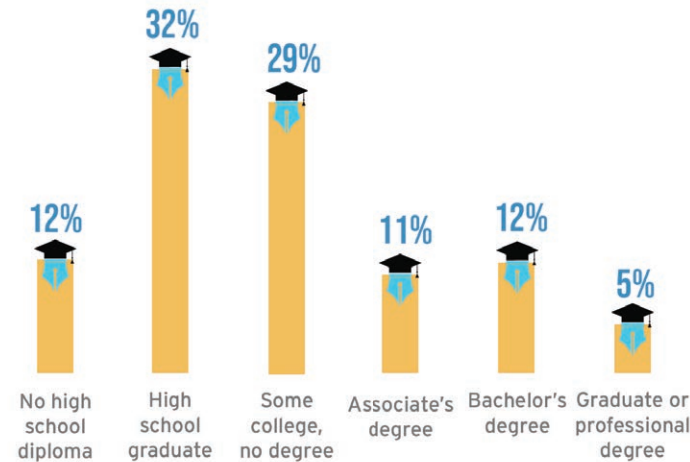
In La Porte, nearly 32 percent of the population has graduated high school and almost 17 percent have attained a Bachelor's degree or higher. A skilled worker base allows cities to grow while increasing the prosperity of the community. La Porte can take steps to prepare its high school graduates for the workforce and jobs of the future, ultimately helping residents overcome economic adversity.

### EMPLOYMENT

There are 17,908 people over the age of 16 and considered eligible to enter the workforce<sup>1</sup>. Due to the COVID-19 pandemic, an increase in unemployment is to be expected. One way to make a community more resilient in the future is to diversify the economy, so it is not as vulnerable to outside threats. When there are a variety of employment sectors in a city, it is less likely for struggles in a single sector to affect its overall economy.

<sup>1</sup> U.S. Census, American Community Survey 2021 5-Year Estimates

**Figure 6.** Educational Attainment



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

**Figure 7.** Top Employment Sectors



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

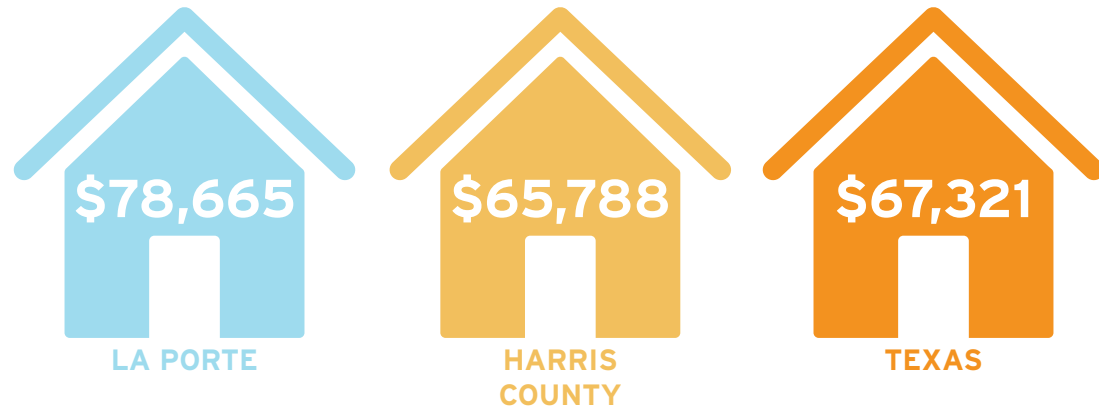
## INCOME

The median household income in La Porte is \$78,665, which is higher than the Texas and Harris County. This comparison, especially when coupled with La Porte's relative affordability of housing, indicates the presence of residents with disposable income that could potentially be captured by local retail and commercial developments, as well as a greater capacity for entrepreneurship. It is important to note that increasing incomes is an upward trend, indicating that those people already in La Porte are being lifted up with it rather than being priced out by newcomers.

## MOBILITY

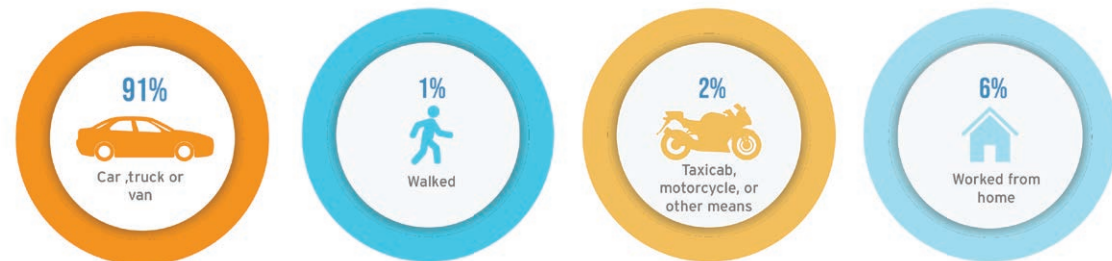
About 95 percent of households in La Porte have at least one car. Those without vehicles depend on other modes of transportation to get to jobs, school or to run errands. Improvements to transit can help meet the needs of these households, especially for short trips.

**Figure 8.** Median Household Income



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

**Figure 9.** Means of Transportation to Work



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

## HOUSING OPPORTUNITY

### HOUSEHOLD COMPOSITION

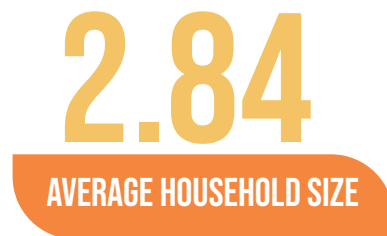
La Porte's household composition breaks down to 72.6 percent family households and 27.4 percent non-family households. Family households have one or more people who are related, whereas non-family households are an individual living alone or sharing with non-relatives (roommates). As of 2021, about 27 percent of households have one or more children under the age of 18. Households with children under the age of 18 have decreased since 2010, showing a trend towards households aging in place and younger families and first-time-home-buyers choosing to live elsewhere.

There is a corresponding trend towards retirees settling in La Porte, shown by the fact that households with one or more persons over the age of 60 have increased. This speaks to a need to address aging in place in La Porte.

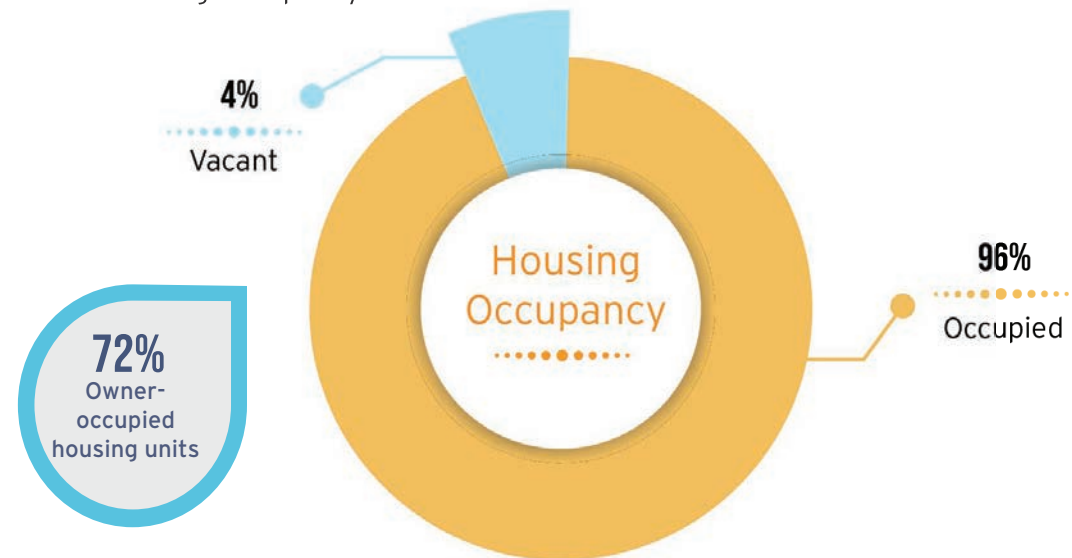
This information is important as it may indicate a shift toward alternative housing choices, such as smaller lots and higher-density housing options. Currently, About 74 percent of La Porte's housing units are comprised of single-family detached style homes.

Although the demand for single-family homes will likely continue, the housing stock in La Porte is currently not very diversified, so more variety of housing options could be beneficial.

**Figure 11.** Average Household Size



**Figure 10.** Housing Occupancy



### OCCUPANCY RATES

Currently, there are 12,496 occupied housing units in the City of La Porte. Of these, 72 percent are owner occupied and 28 percent are renter occupied. This is a significantly higher owner occupancy rate than the U.S. average of 56.4 percent, however, it is down from La Porte's 2010 rate of 78 percent, meaning La Porte's rate of renters is increasing. High homeownership rates mean residents have a long-term interest in the future development of the community, as homeownership is considered to be a long-term commitment by most people.

Source: U.S. Census, American Community Survey 2021 5-Year Estimates

## HOUSING STOCK

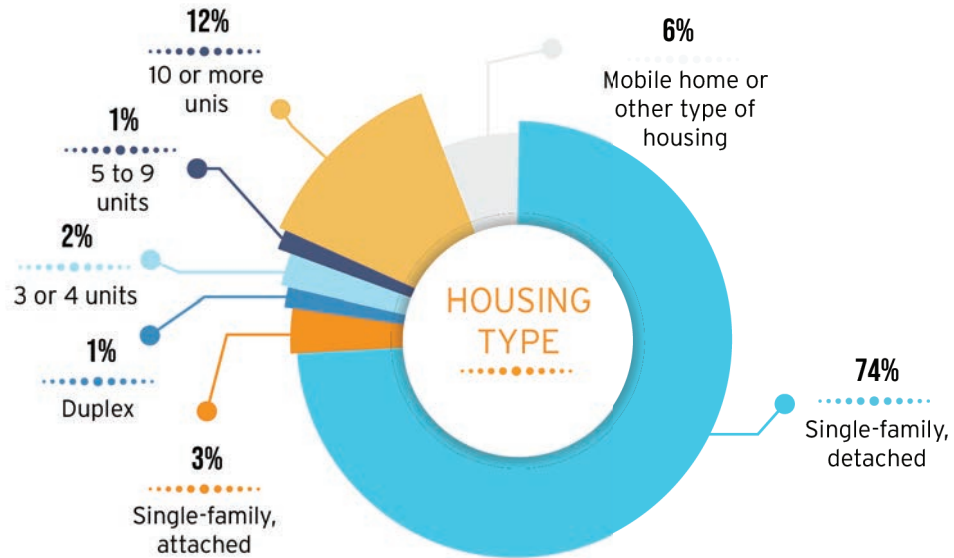
Of the 12,725 occupied housing units in the City of La Porte, 74 percent are single-family detached homes, 6 percent are mobile homes or other, 1 percent could be considered “missing middle” housing, and 12 percent are in larger apartment buildings.

Approximately 44 percent of La Porte’s total housing stock was built between 1970-1989. Areas of older housing that may be candidates for rehabilitation and repair are concentrated in certain neighborhoods, particularly the historic core. These areas provide some of the needed missing middle housing and age-in-place opportunities.

## HOME VALUE

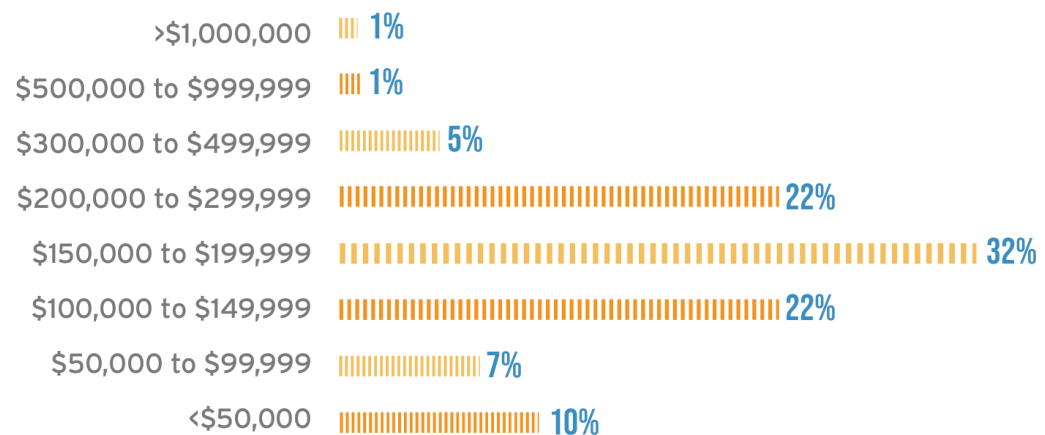
Generally, La Porte’s average household income has kept pace with median home values. The median home value in the area is \$165,800. This sets La Porte apart compared to other cities in Texas, which are seeing greater disparities between home value and household income.

**Figure 12.** Housing Type



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

**Figure 13.** Home Value



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

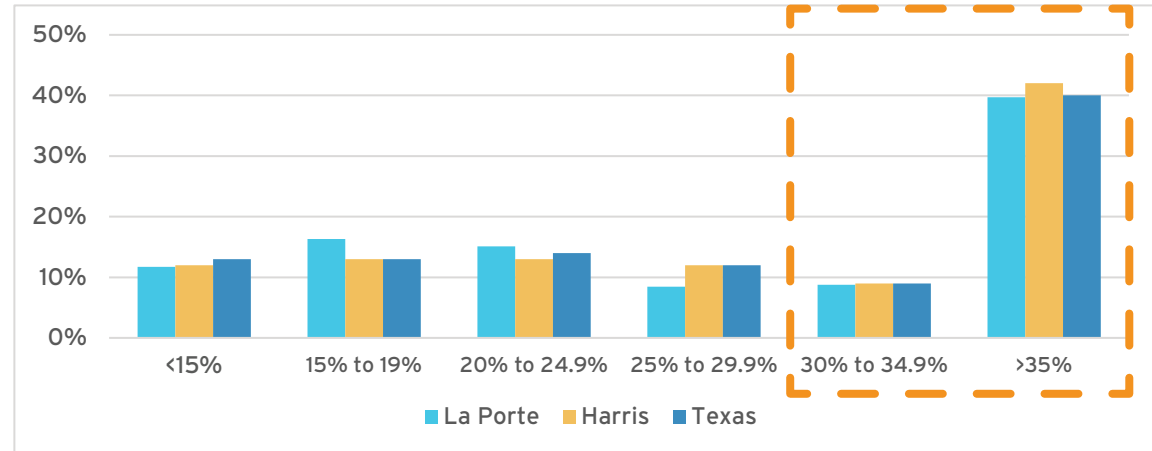


## HOUSING ATTAINMENT & AFFORDABILITY

Compared to surrounding cities, the housing in La Porte is relatively affordable, making it a great place to raise a family, begin a career, and purchase a home. These strengths can be built upon to continue to make La Porte an equitable community that provides an opportunity for all residents to thrive.

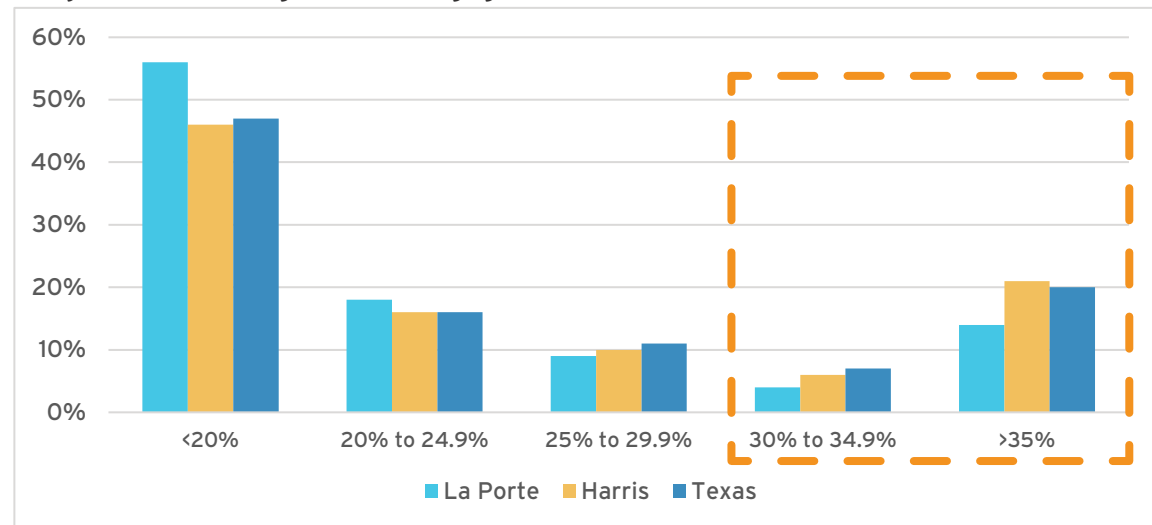
It is recommended that households spend no more than 30 percent of their income on housing costs. Households that spend more than 30 percent of their income on housing are considered cost-burdened. In 2021, 48.4 percent of renter households spent more than 30 percent of their income on housing while 18 percent of owner households did the same. While homeowners are facing fewer affordability problems in La Porte than renters, the housing cost burden for renters in La Porte is well below the U.S. average of 48.4 percent and the housing cost burden for owners in La Porte is well above the U.S. average of 26.6 percent.

**Figure 14.** Housing Costs, Rent



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

**Figure 15.** Housing Costs, Mortgage



Source: U.S. Census, American Community Survey 2021 5-Year Estimates

# EXISTING LAND USE

The City is comprised of a combination of existing residential, commercial, industrial, institutional, and recreational developed land use areas. These areas are intermixed with and surrounded by vacant or undeveloped lands; for this cursory existing land use analysis, all undeveloped land within the City limits is classified as vacant. The City has the legal ability to exercise authority beyond the City limits within its extra-territorial jurisdiction (ETJ). La Porte operates two industrial districts within its (ETJ) - the Bayport Industrial District and the Battleground Industrial District. La Porte is a rapidly growing city, so evaluation of existing land use and entitlements is a snapshot in time that will change even throughout the course of this planning process.

One of the primary purposes of analyzing existing land use is to get an overall feel for the composition of the City. It is a high-level analysis that helps create the framework for developing the Future Land Use Map that is shown in Chapter 3 of this comprehensive plan.

While there is potential for new developments both within the City limits and the ETJ as La Porte grows, infill development and redevelopment opportunities remain and should not be overlooked in the older parts of town, like Main Street.

**Table 1.** Existing Land Use Acreages

LAND USE CATEGORY		CITY		ETJ	
		ACREAGE	%	ACREAGE	%
	Single Family	3,214.7	25.4%	0	0%
	2-Family (Duplex)	7.0	0.1%	0	0%
	Townhome	22.7	0.2%	0	0%
	Multi-Family	130.7	1.0%	0	0%
	Manufactured Home	106.5	0.8%	0	0%
	Public/Semi-Public	765.4	6%	0	0%
	Office	42.3	0.3%	0	0%
	Retail	146.3	1.2%	0	0%
	Commercial	411.2	3.3%	0	0%
	Industrial	1,352.8	10.7%	5,295.2	68.8%
	Utility	22.5	0.2%	0	0%
	Parks and Open Space	540.4	4.3%	416.7	5%
	Private Recreation	193.2	1.5%	0	0%
	Right-of-Way	2,385.1	18.9%	89.5	1%
	Waterbody	628.7	5.0%	0	0%
	Vacant	2,020.6	16.0%	1,890.8	24.5%
	Agricultural	8.2	0.1%	0	0%
	Preserve	639.8	5.1%	0	0%
<b>Total</b>		<b>12,638.0</b>	<b>100%</b>	<b>7,692.2</b>	<b>100%</b>





# PHYSICAL CONSTRAINTS

The City of La Porte is located within the Bay Area of the Houston-Sugar Land-Baytown metro-statistical area (MSA), which is home to more than 7.2 million residents. Most of the newcomers to the area are moving to the surrounding suburbs. La Porte is about 25 miles from Downtown Houston. La Porte is bordered by the cities of Seabrook to the south, Pasadena to the west, Deer Park to the north, and the Bay to the east.

## NATURAL FEATURES

La Porte is located on the northwest end of the Galveston Bay at the mouth of Buffalo Bayou and the San Jacinto River. La Porte sits between two of the busiest container terminals in the country.<sup>1</sup> La Porte is located in Gulf Coast, more specifically the Houston Bay Area. The Gulf Coast region is known for its marshes, barrier islands, and estuaries, lending to its natural beauty.<sup>2</sup> It is characterized by low lying slowly-drained floodplains, which leads to issues with flooding. Due to its acidic soils and sands and sandy loams, the City is not well suited for agriculture, even though there were a few attempts to establish orchards

<sup>1</sup> <https://porthouston.com/container-terminals>  
<sup>2</sup> <https://tpwd.texas.gov/>

in the past. The City's most notable existing opportunities for recreation are Sylvan Beach, Little Cedar Bayou, and the Fishing Pier.

## FLOODPLAINS

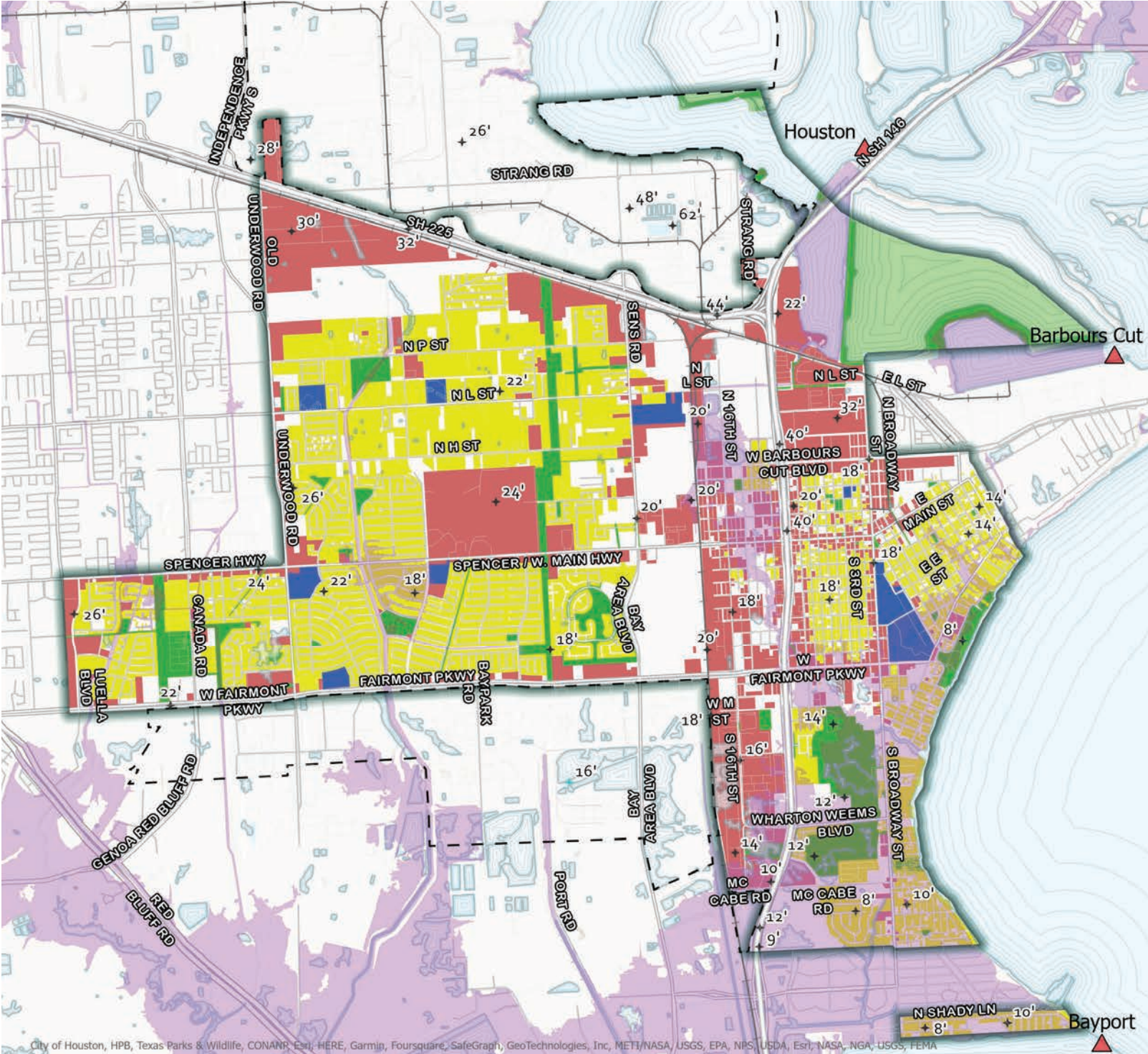
La Porte is relatively flat, which is typical of cities in the Gulf Coast. Approximately 2,498 acres of land within the City limits are currently located in the 100-year floodplain, shown on Map 3. Commercial and residential buildings and properties in these areas may be at risk. Flood risk is increasing in La Porte as more open land, known as greenfields, is developed and impervious surfaces, such as rooftops and pavement, increase. Impervious surfaces cause stormwater to move quickly over the land rather than absorb naturally into the soil and slowly filter into groundwater or nearby waterways. Additionally, changing weather patterns mean the area can expect more extreme rainstorms and hurricanes in the future. These factors with La Porte's floodplains necessitate flood resilient building and development strategies in the City.

Floodplains throughout the City are generally oriented along the west side of the City and provide the potential to

be used as effective trail corridors to connect to regional open space.







## PHYSICAL FEATURES

- ▲ Seaport
- + Spot Elevations
- ~ Wetlands (USFWS)
- ~ Floodplain
- ~ Residential Areas
- ~ Non-Residential Areas
- ~ Parks and Open Space
- ~ Schools
- La Porte City Limits
- La Porte ETJ



0 0.5 1 Miles

City of Houston, HPB, Texas Parks & Wildlife, CONANR, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA

**Map 3.** Physical Features





BUY-SELL  
ESTATES

VICKI'S  
ANTIQUES  
ON MAIN



WE BUY WE SELL  
ANTIQUES ANTIQU  
ESTIMATED PRICES

YIELD  
ON GREEN

2nd St





# 2

## VISION AND GUIDING PRINCIPLES



BUY SELL  
ESTATE  
FLE

VICK'S  
ANTIQU'S

2nd St

EAST  
1ST ST

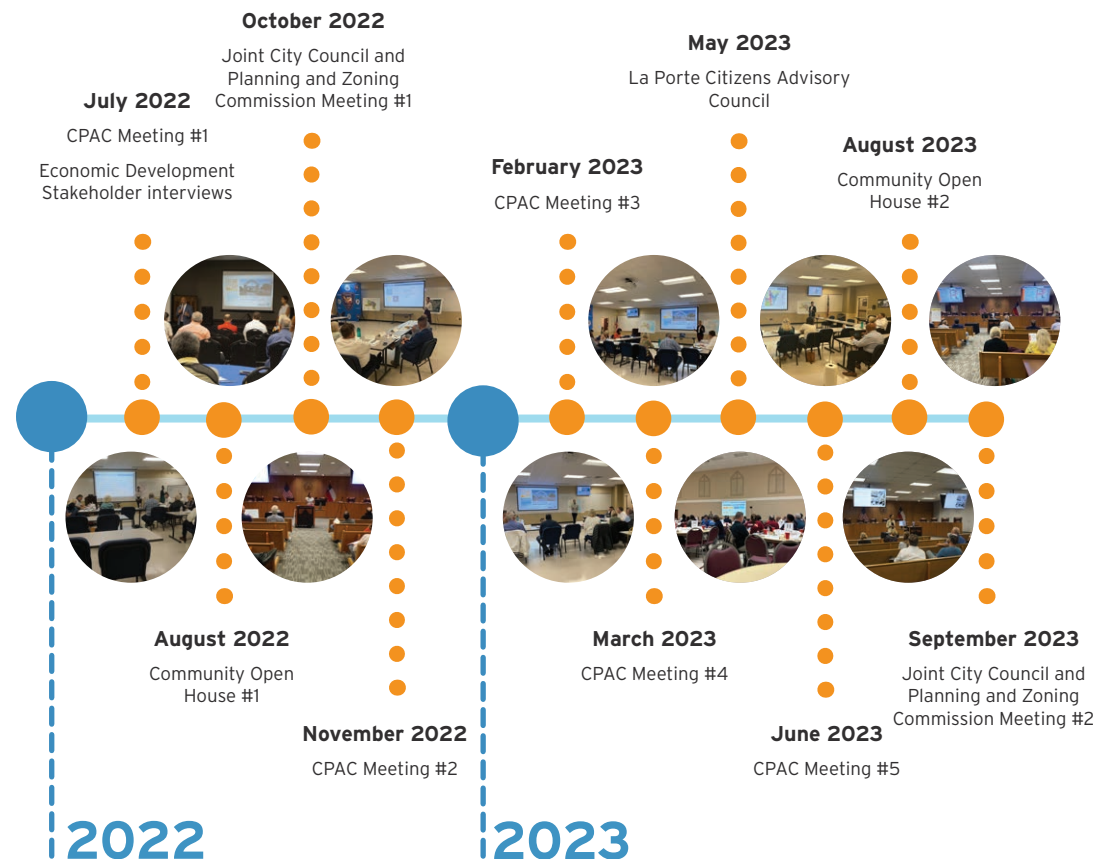
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DEKAY

# PUBLIC ENGAGEMENT PROCESS

Gathering public input is a critical step in developing the Comprehensive Plan. The community's shared values identified in the public engagement process were used to establish the City of La Porte's priorities, which are outlined in the Plan's guiding principles and serve as the foundation for the vision statement. The consultant team incorporated several strategies to inform and engage the community during the 17-month planning process, including stakeholder interviews, community events, online surveys, and check-ins with City Staff and elected officials.

During the initial stages of the plan's development, the Mayor and City Council appointed a Comprehensive Plan Advisory Committee (CPAC) to guide the Comprehensive Plan recommendations. In addition to the CPAC, key stakeholders were also identified to enhance the Plan's understanding of key topical areas. The consultant team, in collaboration with City staff, facilitated CPAC, stakeholder, and public input meetings to gather in-person feedback. An online survey and project website were also utilized to reach people who might not otherwise participate in public meetings.

**Figure 15.** Engagement Timeline





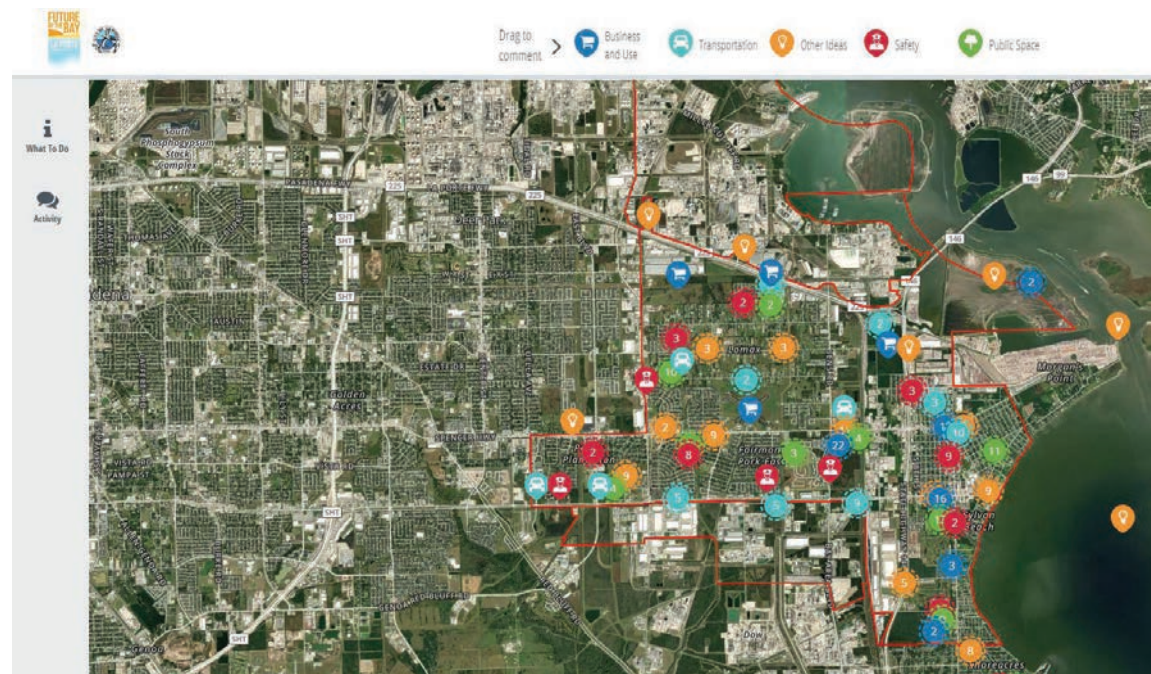
# PUBLIC ENGAGEMENT SUMMARY

## THE ROLE OF PUBLIC ENGAGEMENT

Public engagement is important to develop relationships with stakeholders and instill trust and support in the decision-making process. City staff, project partners, and the project team utilized various engagement methods and tools throughout the planning process to bring the right people together, educate them regarding the different elements of the Plan, and gather input in a structured, inclusive, and transparent method. The following public engagement methods and tools were used during the development of the Comprehensive Plan.

## PROJECT WEBSITE

The project website was developed as a resource for stakeholders to stay up to date on the Plan. They could visit the website to find relevant information about past planning efforts, get an overview of the planning process, view upcoming engagement opportunities, and contact the project team. The website also contained an interactive map to collect feedback for specific locations throughout the City.

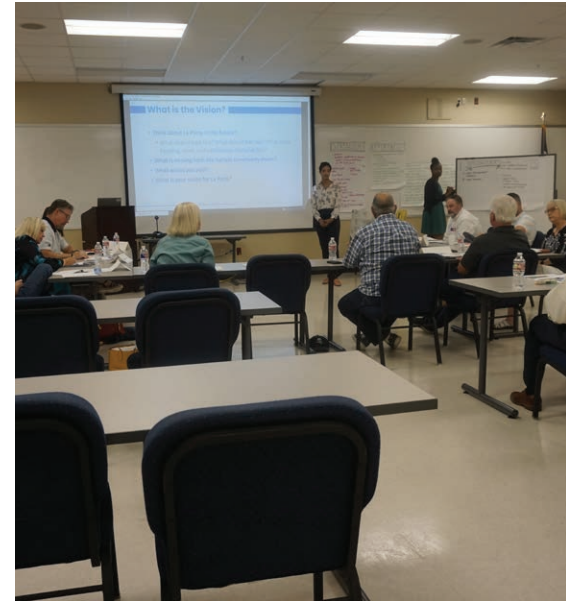


## COMPREHENSIVE PLAN ADVISORY COMMITTEE

The Comprehensive Plan Advisory Committee (CPAC) provided knowledge of the community from various perspectives, including long-term residents, community leaders, public agency representatives, business owners, and developers. The CPAC guided development of the Plan by identifying issues and opportunities and helped refine the Plan's recommendations. The project team facilitated five CPAC meetings throughout the planing process; CPAC members were invited to participate in additional outreach event activities like the online survey and community events.

### CPAC'S PRIMARY ROLES

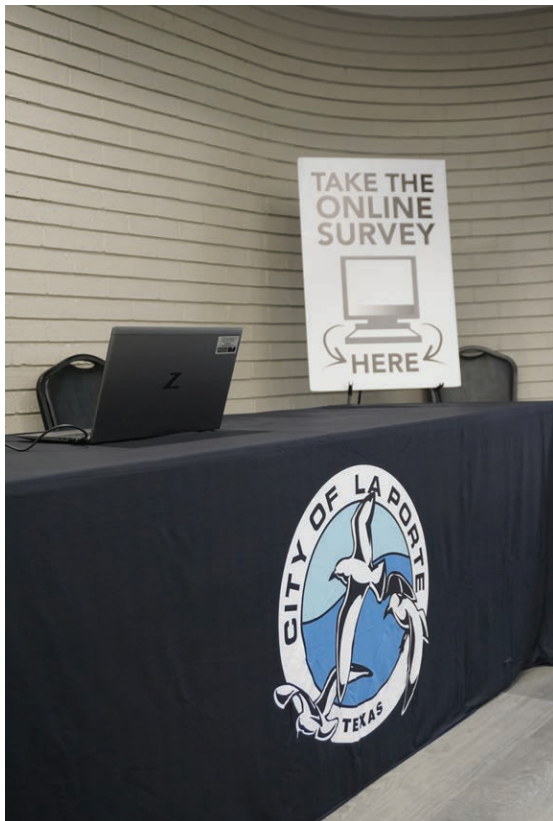
- Provide knowledge of the area
- Identify issues and opportunities
- Shape the community's vision and goals
- Guide the Plan recommendations and priorities
- Serve as ambassadors of the Plan





## ONLINE SURVEY

An online survey was utilized during the planning process to gather input and make sure the Plan is reflective of the community's values. The online survey was conducted to measure the local perception of emerging trends, issues, and opportunities in the community. The results helped define the initial priorities of the Plan as it relates to each chapter.



## KEY TAKEAWAYS

- Transportation and mobility, infrastructure, and economic development were the highest priorities for the community.
- The community expressed a desire for more shopping opportunities and entertainment in La Porte. Residents currently leave the City for their daily needs.
- There is a desire for a more connected City. Survey respondents want to be able to walk to nearby amenities.
- Major roads are often congested during peak travel times.

In your opinion, what is La Porte's greatest strength? What differentiates La Porte from any other city?



## STAKEHOLDER MEETINGS

Stakeholders were selected to participate in discussions related to land use, mobility, and economic development. Participants included local residents, business owners, industry representatives, and local organizations. The consultant team, in collaboration with City staff, met with the stakeholders to introduce the comprehensive planning process and gain their collective perspective of the City's challenges and opportunities.

Business and economic development stakeholders were selected by the City to provide a broader understanding of La Porte's business climate. While these stakeholders represent the interests of their industries, they were also selected because of their relationships with other businesses owners in La Porte.

### KEY TAKEAWAYS

- Participants expressed a need for more restaurants, businesses, and things to do for residents and visitors.
- There is a need to improve transportation connectivity, reduce traffic congestion, and improve pedestrian and bike infrastructure.
- The City can benefit from a Main Street Manager/Economic Development Director to market La Porte and attract retail and businesses to City.
- Stakeholders would like to see façade improvements, more businesses, more investment, and infill development along Main Street.
- There is a need to educate local business owners and La Porte community about investment opportunities and how to leverage existing economic development programs.
- The City needs to better advertise local attractions and can benefit from incorporating wayfinding signage for different destinations.



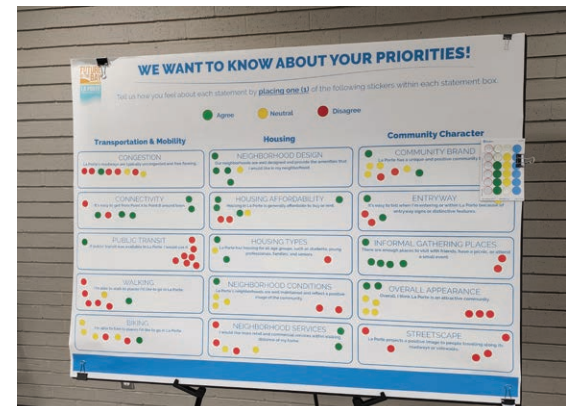
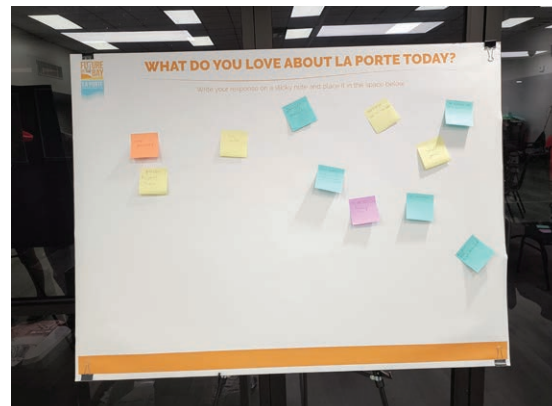
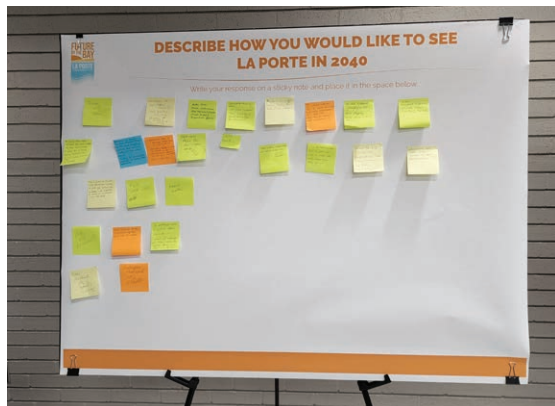
## COMMUNITY OPEN HOUSES

Two community open houses were held as part of the Comprehensive Plan process. The first event occurred at the beginning of the process to educate the community on the planning process and gather input about the issues and opportunities for La Porte. The second event was held at the end of the process to confirm the recommendations of the Plan.

The open houses were come-and-go events with interactive boards and a survey station. The consultant team gave a short presentation about the project and engagement opportunities. Following the presentation, attendees were invited to provide input through interactive boards, take the online survey, and talk with the consultant team or City staff. The presentation was streamed on Facebook Live, and a recording is available to view on the City's Facebook page.

## KEY TAKEAWAYS/THEMES

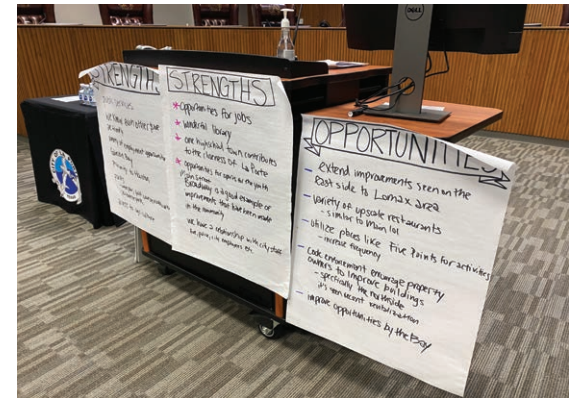
- Residents are satisfied with their neighborhood design and housing affordability.
- There is a desire for more retail and commercial options within walking distance of one's home.
- Residents are satisfied with the public services and amenities in La Porte.
- There is room for improvement with cultural and historical facilities.
- Most residents are generally happy with where they live; issues are more city-wide.
- Residents would like to see the City address traffic congestion and make improvements to walking and biking facilities.





## JOINT CITY COUNCIL AND PLANNING & ZONING COMMISSION MEETINGS

The City Council and Planning & Zoning Commission members were kept informed about the project and planning process. Two joint meetings were held as part of the process. Some of these officials also took part in other outreach activities, such as stakeholder interviews and CPAC meetings, and were encouraged to attend all public meetings.



### KEY TAKEAWAYS/THEMES

- Partner with other entities to improve roadways.
- Improve roadway safety, mobility, and access.
- There is a desire for more retail, restaurant, and entertainment opportunities.
- Partner with Harris County to improve Sylvan Beach.
- Capitalize on opportunities by the Bay.
- La Porte should be a destination and increase tourism.



# LEADING WITH COMMUNITY INPUT

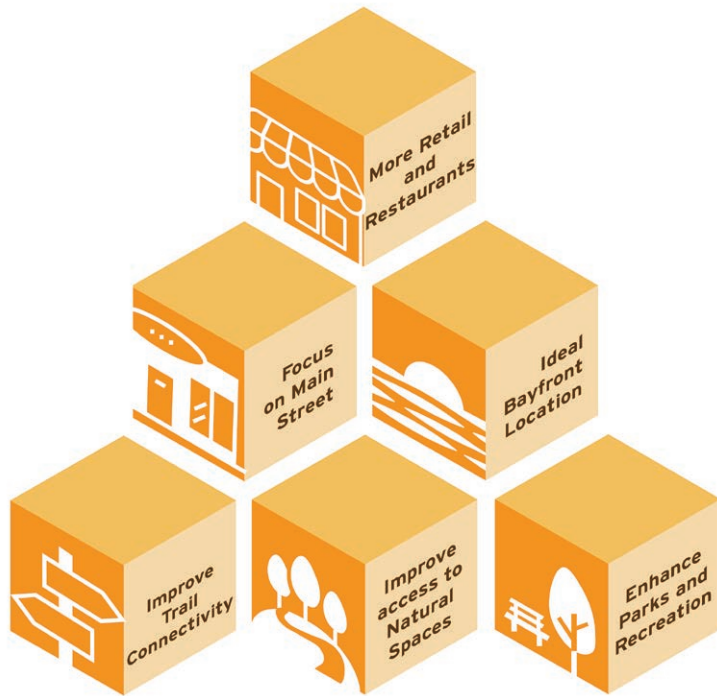
The goal of the Comprehensive Plan is to reflect the values and desires of the community as it plans for future development and growth. To ensure that the community's vision for La Porte is appropriately reflected in the Plan, community input was gathered during all stages of the planning process. The City gathered input using multiple tools such as an online survey, social media posts, advisory committee meetings, stakeholder interviews, and focus groups.

## PUBLIC ENGAGEMENT





## WHAT WE HEARD



Recurring Themes

### Quotes from Community Members

"More entertainment at Sylvan Beach like food, gift shops and stores"

"Too much heavy industrial traffic."

"Improve drainage and add sidewalks."

"Create hike and bike trails along all the bayous to connect the City."

"The City needs to have the vision to invest in retail development opportunities that provide a walkable community space. Ideally a location that people could work, live, shop and find entertainment."

"I love the small town feel, especially down on Main Street. We enjoy all of the community events and parades."

## IMPACT

*Each chapter begins with a "Leading with Community Input" spread summarizing the input received related to that chapter topic, the key takeaways, and how that input impacted the recommendations and outcomes of the Plan.*

# PLAN VISION

This Plan was built on two important components: a vision and guiding principles. The vision statement describes the future the people of La Porte desire in terms of its physical, social and economic conditions. It is supported by guiding principles representing the different aspects of the vision. The vision was developed from the input received by residents, CPAC, and stakeholder groups during the initial engagement stages of the Comprehensive Plan.

## VISION STATEMENT

The vision statement should succinctly and vividly describe the community as it ideally will exist in the future. Essentially, this statement describes what it looks and feels like in La Porte in 2040. This statement is intended to guide both the comprehensive planning process as well as the City's future more broadly.

*"La Porte is a **tight-knit** community sitting on the Galveston Bay, with a **variety** of shopping and recreation opportunities for **visitors and locals**. The community prides itself on its **clean and safe neighborhoods, strong businesses, and connected greenspaces**. La Porte embraces its **small-town charm** and character and looks toward the future of **life by the Bay**."*

PLAN VISION



# GUIDING PRINCIPLES

When considered holistically, a series of recurring themes begin to emerge representing the priorities of the community. Through this process four guiding principles were identified to guide the planning process.

- Celebrate Bayfront Location
- Improve Transportation and Connectivity
- Enhance Quality of Life
- Strengthen Economic Development

The guiding principles provide overall direction across all Plan components and should be referenced often when making policy and land use decisions. Each guiding principle has detailed strategies that apply to each element of the Plan such as, land use and transportation.



## CELEBRATE BAYFRONT LOCATION

There is a desire to attract more people to the bay. The community is proud of what La Porte has to offer, and they want to share it with more people. Branding and wayfinding signage can help visitors and residents navigate to areas of interest, like Main Street and Sylvan Beach. There are opportunities for enhanced historical, cultural, and bayfront tourism capitalizing on the existing assets within the City.



## IMPROVE TRANSPORTATION AND CONNECTIVITY

The community wants better vehicular access throughout the City and to be able to walk and bike to key destinations in town, and feel safe while doing so. This could be achieved by improvements to the pedestrian environment, like improving lighting, sidewalks, crosswalks, and slowing vehicular traffic. They would also like to see improvements to reduce conflicts and congestion caused by freight traffic.



## ENHANCE QUALITY OF LIFE

The community would like to see more places to gather, like plazas and parks. They would like existing public spaces further enhanced for improved user comfort (e.g., shade and seating) and additional experiences. Support for local art, improving historical areas, revitalizing Main Street.



## STRENGTHEN ECONOMIC DEVELOPMENT

The community wants more options for retail, dining, and entertainment in La Porte. This could include restaurants with outdoor seating, music venues, and family-friendly establishments. They would like to see an increased variety of businesses, improved support for local businesses and a proactive focus on economic development.









# 3

## LAND USE AND DEVELOPMENT





# INTRODUCTION

This chapter utilizes the existing conditions analysis, market analysis, and community vision to propose the future land use map for the City of La Porte. The chapter elaborates on the future land use categories and proposes opportunity areas to provide a framework for future development and ensure efficient, sustainable, and economically viable development and redevelopment.

The future land use map for La Porte is developed to improve the quality of life of its residents. The land use pattern significantly impacts various City functions such as connectivity and mobility, access to open space and recreation, health and safety, and access to other public services. All these factors collectively contribute to the creation of quality of life, which is crucial to help people age in place as well as attracting young families to the area.

## LEADING WITH COMMUNITY INPUT

Which historic and recreational resources should be prioritized for future enhancements?

68%

SYLVAN BEACH PARK

Public Meeting and Survey Comments

"More entertainment at Sylvan Beach like food, gift shops and stores"

"Keep warehouses and industrial companies away from residential areas"

"Better entertainment corridors and improved Main Street."

"A destination part of town that incorporates more variety and selection of retail and parks for everyone to enjoy at times."

What type of retail and services does La Porte need more of?

66%

ENTERTAINMENT AND RECREATION

62%

SIT-DOWN, FULL SERVICE DINING

40%

MORE/BETTER HEALTHY GROCERY STORES

What should attract visitors to La Porte in the future?

1<sup>ST</sup> RANK

ACCESS TO THE BAY

## FUTURE LAND USE AND ZONING

The future land use map is different from the zoning map in that it does not directly affect the regulation of land within the City limits or the ETJ. Rather, it should be seen as a guiding document for determining appropriate land uses and development types. It should be used by the City to guide decisions on proposed zoning and development standards. The following table shows a side-by-side comparison of the purposes, uses, and considerations of the future land use map and the zoning map.

FUTURE LAND USE MAP	ZONING MAP
<b>Purposes</b>	
<ul style="list-style-type: none"> <li>• Outlook for the future use of land and the character of development in the community.</li> <li>• Macro-level, general development plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Basis for applying unique land use regulations and development standards in different areas of the City.</li> <li>• Micro-level, site-specific focus.</li> </ul>
<b>Uses</b>	
<ul style="list-style-type: none"> <li>• Guidance for City zoning and related decisions (zone change requests, variance applications, etc.).</li> <li>• Baseline for monitoring the consistency of actions and decisions with the City's adopted Comprehensive Plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Regulating development as it is proposed, or as sites are proposed for the future (by the owner or the City) with appropriate zoning.</li> </ul>
<b>Inputs and Considerations</b>	
<ul style="list-style-type: none"> <li>• Inventory of existing land uses in the City.</li> <li>• Developing better area character and identity as a core planning focus along with basic land uses.</li> <li>• The map includes a notation required by Texas Local Government Code Section 213.005: "A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries".</li> </ul>	<ul style="list-style-type: none"> <li>• Future land use map is referred to for general guidance.</li> <li>• Other community objectives, such as economic development, redevelopment, flood preservation, etc.</li> <li>• Zoning decisions that are not compliant with the FLUM will need to be updated or changed when the Comprehensive Plan is next updated.</li> </ul>

# FUTURE LAND USE

## FUTURE LAND USE DASHBOARD

A future land use dashboard has been developed for each land use category. These dashboards outline a variety of elements that help to define the character and type of development that is appropriate within each category, in alignment with the intent and goals of this Plan. Each dashboard includes several components to help readers understand the intent of that specific land use category.

### PURPOSE AND CHARACTER

### DENSITY, INTENSITY, AND SCALE

#### DENSITY

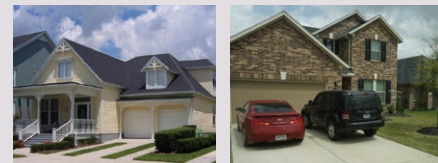
#### INTENSITY

#### SCALE

### APPROPRIATENESS TABLE

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
	● ● ●	
	● ● ○	
	● ○ ○	
	○ ○ ○	
	○ ○ ○	
	○ ○ ○	
	● ● ●	
	● ● ●	

### PHOTO EXAMPLES





## PURPOSE AND CHARACTER

Each category section begins with a general description of the land use category, providing narrative details about the overall intent of and land use make up of each category. The descriptions are a framework for how each area is expected to develop or redevelop in the future.

Descriptions are accompanied by sample imagery to help visually demonstrate the look and feel of the category. Each category will vary in development type, mix, intensity, and scale, as noted in the dashboards and appropriateness tables following the description.

## APPROPRIATENESS TABLE

The appropriateness tables show the ratio of residential and non-residential uses expected for that category as well as the expected mix of development types present under each of those. These uses can take the form of several different development types; for example, an office use could appear in a complete neighborhood, an employment center, a shopping center, or an activity center, depending on it's scale, form, and context.

The appropriateness of each development type within a land use category is illustrated using a scale of 0-3 shaded dots.

- **0 shaded dots:** Not appropriate
- **1-2 shaded dot:** Appropriate under given conditions
- **3 shaded dots:** Overall appropriate

To note, parks, open space and civic uses are considered appropriate across all Land Use Categories and are considered appropriate in both residential and non-residential developments, and are therefore not called out separately in the development ratios.

## PHOTO EXAMPLES

Photo examples are provided for each land use to provide visual illustration of the type of development appropriate for the land use.

## DENSITY, INTENSITY, AND SCALE

### DENSITY

The term housing or dwelling unit refers to a single space that provides for all the necessities of living, meaning it has complete sleeping and living areas plus at least one bathroom and kitchen. A 4-bedroom house is one dwelling unit and a studio apartment is also one dwelling unit.

The term density refers to the number of dwelling units or jobs located in a specific area, noted as an amount per acre. This

plan uses dwelling units per acre to measure residential density and jobs per acre to measure employment density. Each category will have a target range of densities appropriate for that land use.

## INTENSITY

Intensity refers to how much of a property or lot is built on, with either buildings or accompanying development elements such as driveways and parking areas. For the purpose of this Plan, Intensity is defined as:

- **Low:** 0-50% lot coverage
- **Medium:** 50-75% lot coverage
- **High:** 75-100% lot coverage

## SCALE

Scale refers to the height of the buildings on a property or lot. For the purpose of this Plan, Scale is defined as

- **Low-Rise:** 1 to 2 stories
- **Low/Mid-Rise:** 3 to 4 stories
- **Mid-Rise:** 5 to 9 stories
- **High-Rise:** 10+ stories



## DEVELOPMENT TYPES

Each category also includes a set of identified development types and will have a primary or most desirable development type, accompanied by secondary types with varying levels of appropriateness. This strategy allows the City to be flexible with market demands that may change from time to time. Although primary types should remain consistent throughout the life of the Plan, secondary types have the flexibility to change so long as they complement the primary type.



### SINGLE-FAMILY HOMES

One housing or dwelling unit on a lot in a single stand-alone building. Generally, the largest lots of all residential development types with low density, scale, and intensity. Single-family homes may include Accessory Dwelling Unit (ADU) that is clearly secondary to the main property unit. ADUs are often above a garage of the primary unit, or at ground level either attached or detached from the primary unit. ADUs are encouraged as a way to support diversity of housing choice and affordability, for both the people that rent the ADU and the people that own the primary unit, as this rental income can help offset mortgage payments.



### DUPLEX HOMES AND TOWNHOMES

Two housing or dwelling units on a lot, usually sharing a wall.



### MULTIFAMILY

Multiple units contained within a single building, with units usually stacked on top of each other. Usually the individual units are for rent (apartments), but may be for sale (condos). A higher-density multifamily may include multiple buildings on the lot, creating a complex.



## NEIGHBORHOOD COMMERCIAL

Less intense commercial development, such as local retail, offices, restaurants, and services to serve residents at a neighborhood scale.



## GENERAL COMMERCIAL

More intense and large scale commercial development such as big box stores, chain restaurants, offices, hotels usually located at major thoroughfares. General Commercial uses need to be buffered from single-family residential development to prevent any nuisances caused by them.



## LIGHT INDUSTRIAL

Light Industrial is manufacturing, processing, assembly, warehouse, and similar uses that do not generate nuisances (noise, odor, dust, etc.) and are able to house the entire operation inside the building, meaning there are no materials/products being stored or work happening outdoors. They may also produce less heavy truck traffic than “heavier” industry. This may include buildings that can adapt to and house a variety of tenants and/or uses, such as offices, warehouses, and production or research space.



## HEAVY INDUSTRIAL

Industrial uses (manufacturing, processing, assembly, warehousing and similar) that do not fit under Light Industrial above.



## PARKS AND OPEN SPACE

Consists of parks, recreational facilities, and open spaces. Generally considered appropriate or compatible within all land use categories. Park design should be contextually sensitive and provide the types of amenities appropriate for the surrounding land uses. This means parks and open spaces in residential versus non-residential areas may be very different.

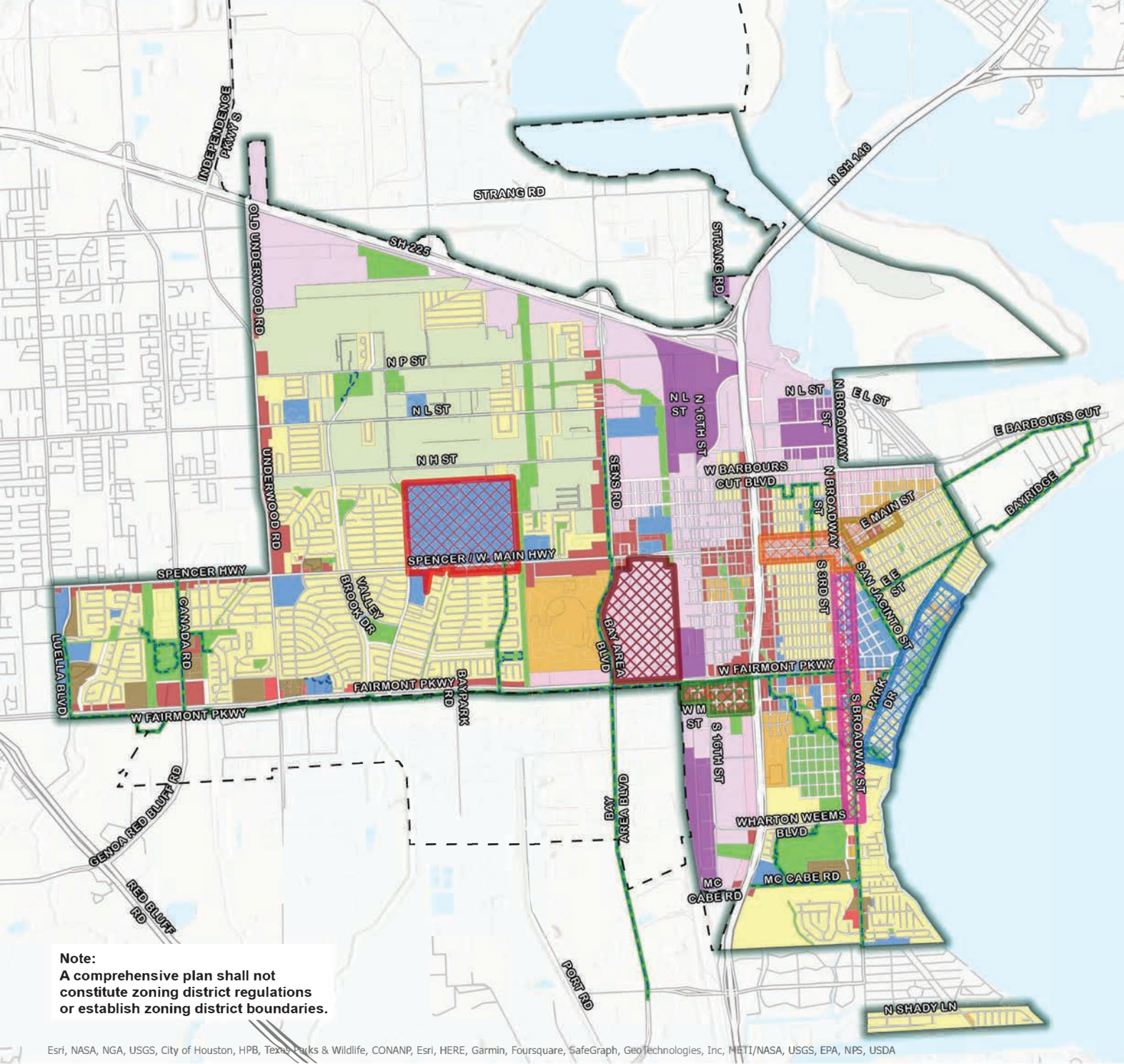
## FUTURE LAND USE CATEGORIES

The future land use map is composed of 13 Land Use Categories. Each category was created by analyzing existing conditions coupled with recent market trends and the La Porte community's vision. These categories determine the type of land use and development that will reshape the City's current development patterns and reach the goals of this Plan.

**Table 2.** Future Land Use Acreages

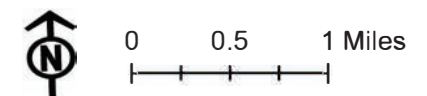
LAND USE	ACRES	PERCENTAGE
Large Lot Residential	1,408.2	11.1%
Low Density Residential	2,568.8	20.3%
Medium Density Residential	423.5	3.4%
High Density Residential	165.5	1.3%
Mixed Use	27.5	0.2%
Main Street	55.9	0.4%
Neighborhood Commercial	27.2	0.2%
General Commercial	628.1	5.0%
Business Industrial	346.1	2.7%
Light Industrial	1,395.8	11.0%
Heavy Industrial	452.2	3.6%
Public / Institutional	683.6	5.4%
Parks and Open Space	744.9	5.9%
ROW and Unplanned Areas	3,612.0	28.6%
Outside City of La Porte Jurisdiction	98.6	0.8%
<b>Total</b>	<b>12,638.0</b>	<b>100.0%</b>





## FUTURE LAND USE

- Airport District Opportunity Area
- Bay Area Boulevard Opportunity Area
- Broadway Corridor Opportunity Area
- Entertainment District Opportunity Area
- Main Street Opportunity Area 1
- Main Street Opportunity Area 2
- Sylvan Beach Opportunity Area
- Low Density Residential
- Large Lot Residential
- Mid Density Residential
- High Density Residential
- Mixed Use
- Main Street
- Neighborhood Commercial
- Commercial
- Business Industrial
- Light Industrial
- Heavy Industrial
- Public / Institutional
- Parks and Open Space
- Outside City of La Porte Jurisdiction
- Bike Paths
- Hike and Bike Trail
- La Porte City Limits
- La Porte ETJ



**Map 4.** Future Land Use Map

## LARGE LOT RESIDENTIAL

### PURPOSE AND CHARACTER

The Large Lot Residential classification is for detached single-family homes on large lots. Homes are generally farther apart than homes in a traditional residential subdivision and may differ from the traditional neighborhood pattern. This designation is intended to protect existing large lot neighborhoods such as the Lomax Area. Agricultural, residential, and some non-residential uses that support the residential development, such as parks, recreation facilities, and schools, may be appropriate in the area.

DENSITY
0-1 units per acre
INTENSITY
Low
SCALE
Low-Rise

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	● ● ●	Small lot single-family detached housing appropriate in this land use category. Lot and site design may accommodate an ADU to the side or rear; ADU should be clearly secondary to the primary residence.
Duplex Homes and Townhomes	○ ○ ○	
Multifamily	○ ○ ○	
Neighborhood Commercial	○ ○ ○	
General Commercial	○ ○ ○	
Light Industrial	○ ○ ○	
Heavy Industrial	○ ○ ○	
Open Space	● ● ●	Generally considered appropriate or compatible within all Land Use Categories.





## LOW DENSITY RESIDENTIAL

### PURPOSE AND CHARACTER

The Low Density Residential classification is for single-family detached homes in a traditional neighborhood pattern where each dwelling unit is located on an individual lot. Some additional residential development types such as duplexes, townhomes, and multifamily may be allowed based on compatibility with adjacent uses. The level of density may vary between neighborhoods or within the same neighborhood to encourage diverse housing types. Residential and some non-residential uses that support the residential development, such as parks, recreation facilities, and schools, may be appropriate in the area.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	● ● ●	Small lot single-family detached housing appropriate in this land use category. Lot and site design may accommodate an ADU to the side or rear; ADU should be clearly secondary to the primary residence.
Duplex Homes and Townhomes	● ● ○	Considered appropriate if similar in character and lot standards to single-family detached.
Multifamily	○ ○ ○	
Neighborhood Commercial	○ ○ ○	
General Commercial	○ ○ ○	
Light Industrial	○ ○ ○	
Heavy Industrial	○ ○ ○	
Open Space	● ● ●	Generally considered appropriate or compatible within all Land Use Categories.

DENSITY
3-8 units per acre
INTENSITY
Low
SCALE
Low-Rise



## MEDIUM DENSITY RESIDENTIAL

### PURPOSE AND CHARACTER

The Medium Density Residential classification is for attached and detached single-family residential developments such as duplexes and townhomes. The purpose of this land use classification is to provide a higher-density residential development with a balanced mix of residential and associated land uses. Residential and some non-residential uses that support the residential development, such as parks, recreation facilities, and schools, may be appropriate in the area.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	● ● ●	Small lot single-family detached housing appropriate in this land use category.
Duplex Homes and Townhomes	● ● ●	
Multifamily	● ○ ○	May be considered appropriate if the development is neighborhood scale and located in transition zones to buffer lower density residential uses from more intense uses.
Neighborhood Commercial	● ● ○	Generally appropriate with site design compatible with adjacent lower density uses. Appropriate in that it provides for retail, office, and services at a scale compatible with and supportive of surrounding neighborhoods. Promotes walkability and 10-minute neighborhoods.
General Commercial	○ ○ ○	
Light Industrial	○ ○ ○	
Heavy Industrial	○ ○ ○	
Open Space	● ● ●	Generally considered appropriate or compatible within all Land Use Categories.

DENSITY
9-12 units per acre
INTENSITY
Low to Medium
SCALE
Low to Low/Mid-Rise



## HIGH DENSITY RESIDENTIAL

### PURPOSE AND CHARACTER

The High Density Residential classification is primarily intended to provide multifamily housing with higher density, such as apartments and condominiums. The density range for this use may vary significantly based on the location of the development. Residential and some non-residential uses that support the residential development, such as parks, recreation facilities, and schools, may be appropriate in the area.

DENSITY
12-20 units per acre (Garden Style Apartments)
20-30 units per acre (Modern/Mixed use style apartments)
INTENSITY
Medium to High
SCALE
Low to Low/Mid-Rise

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	●●○	
Multifamily	●●●	
Neighborhood Commercial	●●●	Appropriate in that it provides for retail, office, and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods. Promotes walkability and 10-minute neighborhoods.
General Commercial	○○○	
Light Industrial	○○○	
Heavy Industrial	○○○	
Open Space	●●●	Generally considered appropriate or compatible within all Land Use Categories.



## MIXED USE

### PURPOSE AND CHARACTER

The Mixed Use classification is intended to incorporate varying uses, such as office, retail, commercial, and residential in one area. Mixed use development can take the form of vertical or horizontal to integrate different uses within the area. Mixed use development is intended to promote walkability and may incorporate amenities such as plazas, public seating, and pedestrian infrastructure.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	●●○	Appropriate with higher density missing middle housing.
Multifamily	●●●	Overall appropriate.
Neighborhood Commercial	●●●	Generally appropriate with site design compatible with adjacent lower density uses.
General Commercial	●●○	Generally considered appropriate to provide essential commercial and retail options to services adjacent uses.
Light Industrial	○○○	
Heavy Industrial	○○○	
Open Space	●●●	Generally considered appropriate or compatible within all Land Use Categories.

DENSITY
3-20 units per acre
INTENSITY
Low to Medium
SCALE
Low to Low/Mid-Rise





## MAIN STREET

### PURPOSE AND CHARACTER

The Main Street classification is intended to promote a mix of commercial and residential uses and preserve the unique character of the traditional Main Street area. Development in this area supports a higher-density development pattern to encourage a more walkable and lively commercial environment. Small-scale local commercial is more conducive to this development type over larger auto-centric commercial. Limited mixed use multifamily residential and medium-density single-family homes are appropriate to support the commercial uses.

DENSITY
20-30 units per acre
INTENSITY
Medium
SCALE
Low to Low/Mid-Rise

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	● ● ●	Considered appropriate with character and lot standards compatible with the Main Street District.
Duplex Homes and Townhomes	● ● ●	Considered appropriate with character and lot standards compatible with the Main Street District.
Multifamily	● ● ○	May be considered appropriate as vertical mixed use with character and lot standards compatible with the Main Street District.
Neighborhood Commercial	● ● ●	Generally considered appropriate as vertical mixed use with character and lot standards compatible with the Main Street District. Local retail and services should be encouraged in this land use category.
General Commercial	● ● ○	Generally considered appropriate as vertical mixed use with character and lot standards compatible with the Main Street District. Local retail and services should be encouraged in this land use category.
Light Industrial	○ ○ ○	
Heavy Industrial	○ ○ ○	
Open Space	● ● ●	Generally considered appropriate or compatible within all Land Use Categories.





## NEIGHBORHOOD COMMERCIAL

### PURPOSE AND CHARACTER

The Neighborhood Commercial classification includes a variety of lower-intensity commercial uses at the community level that can be appropriately located adjacent to residential uses with limited negative impacts on those uses. This category is intended to serve as a transition zone between lower-intensity residential uses and General Commercial uses.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	○○○	
Multifamily	●●○	May be considered appropriate to encourage mixed use development and walkability.
Neighborhood Commercial	●●●	
General Commercial	○○○	
Light Industrial	○○○	
Heavy Industrial	○○○	
Open Space	●●●	Generally considered appropriate or compatible within all Land Use Categories.

DENSITY
N/A
INTENSITY
Low to Medium
SCALE
Low-Rise



## GENERAL COMMERCIAL

### PURPOSE AND CHARACTER

The General Commercial classification represents a wide variety of goods and services at the regional level. The scale of the commercial development may vary significantly based on the location of the development. Where the General Commercial classification is located adjacent to existing or proposed residential development, buffering and screening should be in place to reduce the negative impacts on the residential development.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	○○○	
Multifamily	○○○	
Neighborhood Commercial	●●●	
General Commercial	●●●	
Light Industrial	○○○	
Heavy Industrial	○○○	
Open Space	●●●	Generally considered appropriate or compatible within all Land Use Categories.

DENSITY
N/A
INTENSITY
Medium
SCALE
Low to Low/Mid-Rise



## BUSINESS INDUSTRIAL

### PURPOSE AND CHARACTER

The Business Industrial classification provides for the establishment of industrial development that is compatible with surrounding or abutting residential districts. Uses are limited to administrative, wholesaling, manufacturing, office or industrial business parks, and related compatible uses. Industrial uses with outdoor storage or other operations are not appropriate within this designation. Office and commercial developments are appropriate within this designation.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	○○○	
Multifamily	○○○	
Neighborhood Commercial	●●○	Overall appropriate; retail and services such as restaurants, lodging, etc. that cater to the needs of the workers in this area should be encouraged.
General Commercial	●●●	
Light Industrial	●●●	Considered appropriate with high-quality design standards.
Heavy Industrial	○○○	
Open Space	●●●	Generally considered appropriate or compatible within all Land Use Categories.

DENSITY
N/A
INTENSITY
Medium
SCALE
Low-Rise



## LIGHT INDUSTRIAL

### PURPOSE AND CHARACTER

The Light Industrial classification is for a variety of manufacturing and storage uses without outdoor operations. These areas should be located along major thoroughfares for easy transportation access and be screened and buffered from adjacent residential areas. Office and commercial development may be appropriate within this designation to support the industrial development.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	○○○	
Multifamily	○○○	
Neighborhood Commercial	●●○	Overall appropriate; retail and services such as restaurants, lodging, etc. that cater to the needs of the workers in this area should be encouraged.
General Commercial	●●●	
Light Industrial	●●●	Considered appropriate with high-quality design standards.
Heavy Industrial	○○○	
Open Space	●●●	Generally considered appropriate or compatible within all Land Use Categories.

DENSITY
N/A
INTENSITY
Medium
SCALE
Low to Low/Mid-Rise





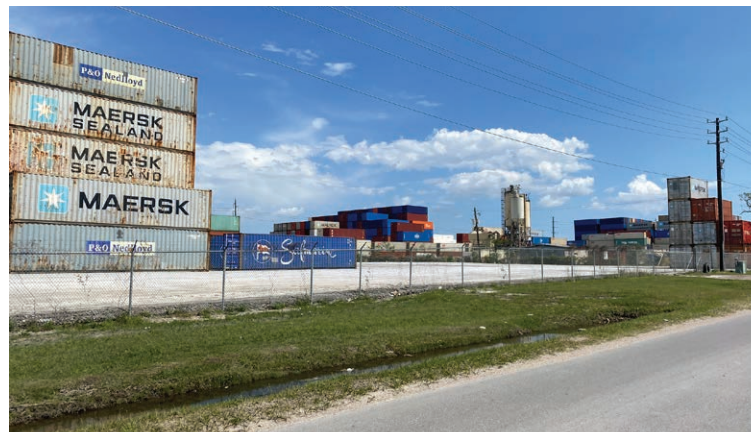
## HEAVY INDUSTRIAL

### PURPOSE AND CHARACTER

The Heavy Industrial classification includes areas devoted to manufacturing, storage, distribution, business/operations, assembly, and processing. This land use category might include more intense industrial development, which may involve outdoor storage, and/or activities involving toxic material. These areas should be located along major thoroughfares for easy transportation access and be screened and buffered from adjacent residential areas. Office and commercial development may be appropriate within this designation to support the industrial development.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	○○○	
Multifamily	○○○	
Neighborhood Commercial	●●○	Overall appropriate; retail and services such as restaurants, lodging, etc. that cater to the needs of the workers in this area should be encouraged.
General Commercial	●●●	
Light Industrial	●●●	
Heavy Industrial	●●●	Appropriate when the intended development is not toxic to adjacent uses.
Open Space	●○○	Appropriate when adjacent uses do not create a toxic environment for the users of the open space.

DENSITY
N/A
INTENSITY
Medium to High
SCALE
Low to Low/Mid-Rise





## PUBLIC/INSTITUTIONAL

### PURPOSE AND CHARACTER

The Public/Institutional classification is for uses that serve a public purpose or public entity, such as government buildings, schools, libraries, and utilities.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	○○○	
Multifamily	○○○	
Neighborhood Commercial	●●○	
General Commercial	●●●	
Light Industrial	○○○	
Heavy Industrial	○○○	
Open Space	●●●	Generally considered appropriate or compatible within all Land Use Categories.

#### DENSITY

N/A

#### INTENSITY

Low to Medium

#### SCALE

Low to Low/Mid-Rise



## PARKS AND OPEN SPACE

### PURPOSE AND CHARACTER

This category includes existing public parks and recreation areas, open spaces, natural habitat areas, and areas within the floodplain. These areas should be preserved as public and neighborhood-oriented open left in a naturalist state. Limited development within this classification, such as recreation, storage, or maintenance facilities, should support the associated public space.

DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Homes	○○○	
Duplex Homes and Townhomes	○○○	
Multifamily	○○○	
Neighborhood Commercial	○○○	
General Commercial	○○○	
Light Industrial	○○○	
Heavy Industrial	○○○	
Open Space	●●●	On the FLUM, this land use category generally denotes park uses already in existence.

DENSITY
N/A
INTENSITY
N/A
SCALE
N/A



## OPPORTUNITY AREAS

The future land use map identifies six opportunity areas in the City of La Porte. These areas present unique opportunities for development that can benefit the City economically and socially. The purpose of introducing Opportunity Areas as part of the future land use map is to ensure specialized development efforts in these areas to spur change. The Opportunity Area serves as an overlay to focus efforts and create a sense of place for each area in addition to the base future land use designations. For each Opportunity Area, the current conditions are assessed, a vision for future development is created, and implementation strategies are provided. The following are draft descriptions for the Opportunity Areas.

### AIRPORT DISTRICT OPPORTUNITY AREA

#### ASSESSMENT

The Airport District Opportunity Area encompasses the La Porte Municipal Airport and the commercial development adjacent to the airport along Spencer Hwy. that supports and compliments airport development. La Porte Municipal Airport is a general aviation airport that provides aviation facilities for commercial and private use. The airport is maintained and operated by the City's Airport Division. The airport's service area includes manufacturing, petrochemical, oil, and manufacturing services industries that require support from businesses and services that can affect aviation demand in the area.



#### VISION

The Airport District Opportunity Area is envisioned to be a commercial area encompassing the La Porte Municipal Airport and adjacent properties, including a number of aviation and non-aviation uses. The La Porte Airport Business Plan, adopted in 2017, recommends strategies to improve the airport's financial performance, economic development, and operation. The plan identifies On-Airport Businesses as an opportunity for the airport.



#### IMPLEMENTATION STRATEGIES

- Implement and prioritize strategies outlined in La Porte Municipal Airport Business Plan
  - ✓ Strengthen the Airport Brand
  - ✓ Increase revenue by developing hangars for aviation use and solar farm for non-aviation properties.
  - ✓ Engage the community, and reactivate the Airport Advisory Board
- Attract small and local businesses to the opportunity area.





**Note:**  
A comprehensive plan shall not constitute zoning district regulations or establish zoning district boundaries.

## AIRPORT DISTRICT OPPORTUNITY AREA

-  Airport District Opportunity Area
-  Bay Area Boulevard Opportunity Area
-  Broadway Corridor Opportunity Area
-  Entertainment District Opportunity Area
-  Main Street Opportunity Area 1
-  Main Street Opportunity Area 2
-  Sylvan Beach Opportunity Area
-  Large Lot Residential
-  Low Density Residential
-  Mid Density Residential
-  High Density Residential
-  Mixed Use
-  Main Street
-  Neighborhood Commercial
-  Commercial
-  Business Industrial
-  Light Industrial
-  Heavy Industrial
-  Public / Institutional
-  Parks and Open Space
-  Outside City of La Porte Jurisdiction
-  Bike Paths
-  Hike and Bike Trail
-  La Porte City Limits
-  La Porte ETJ



**Map 5.** Airport District Opportunity Area



## BAY AREA BOULEVARD OPPORTUNITY AREA

### ASSESSMENT

The Bay Area Boulevard Opportunity Area is bordered by Spencer Hwy., Bay Area Blvd., W. Fairmont Pkwy., and the rail line. The area is primarily vacant, with some development on the periphery, including a gas station and some light industrial uses. The area poses challenges for development due to environmental concerns and land use restrictions prohibiting residential development.

### VISION

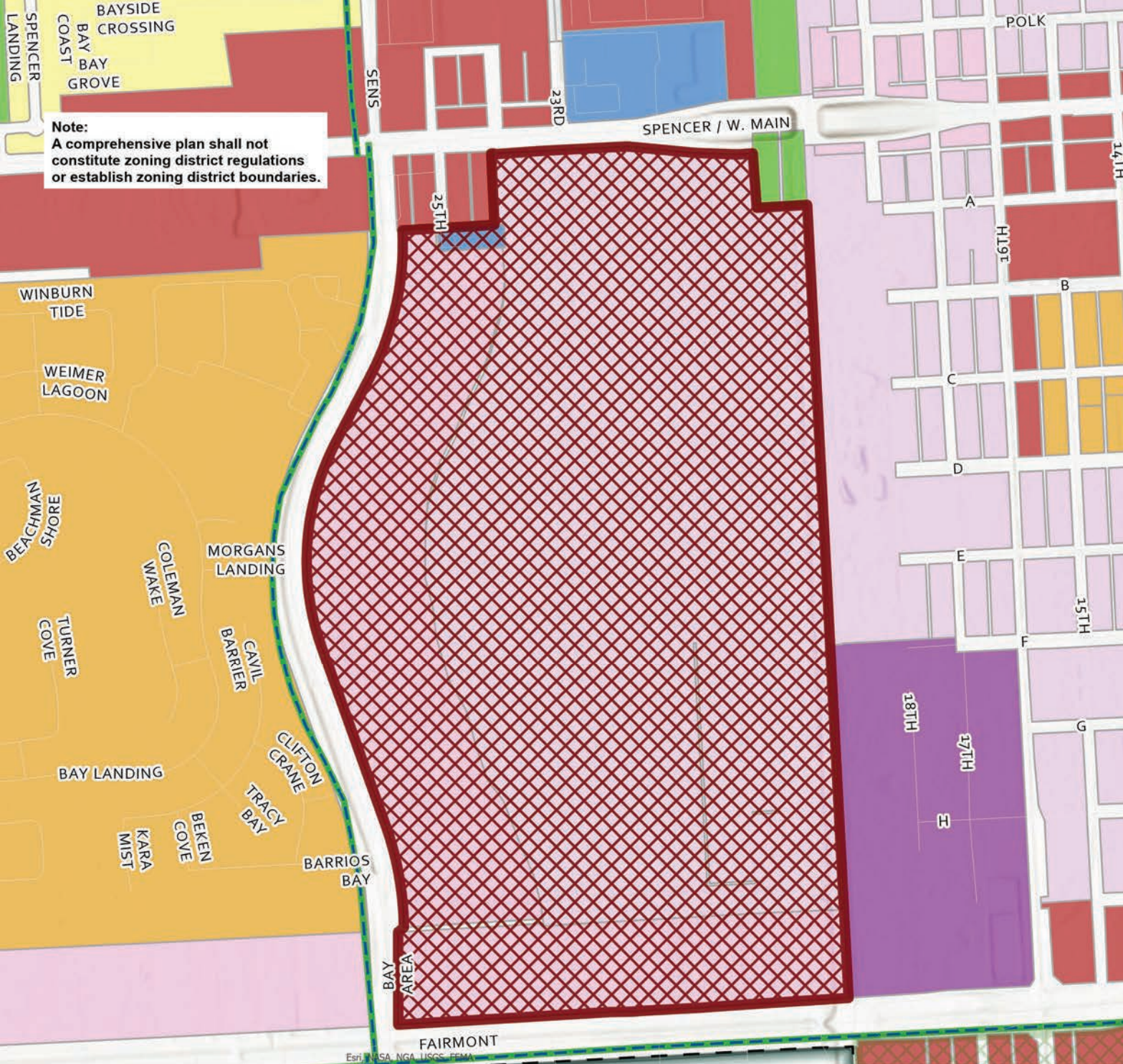
The Bay Area Boulevard Opportunity Area is envisioned to be developed as a mixed use district with a variety of commercial and industrial uses, including restaurants, retail, office parks, and light industrial uses. Commercial development will be located along Bay Area Blvd. to buffer the adjacent residential development, and a mix of office and industrial will also be located on the site to encourage a mix of business types. The area would benefit from incorporating parks, trails, and sidewalk connections wherever possible to promote health and active living in the area.

### IMPLEMENTATION STRATEGIES

- Improve sidewalk connectivity.
- Identify appropriate locations for parks and trail networks within the area.
- Attract retail, restaurants, and other personal services to the area.
- Create proper buffering between the district and adjacent residential uses.







**Map 6.** Bay Area Boulevard Opportunity Area



## BROADWAY CORRIDOR OPPORTUNITY AREA

### ASSESSMENT

The Broadway Opportunity Area is located along S. Broadway St. from B. St. to Wharton Weems Blvd. and south of W. Fairmont Pkwy. The area comprises a mix of uses, including commercial, institutional, and low-density residential uses north of W Fairmont Pkwy and commercial, medium-density residential, low-density residential, and recreational uses south of W Fairmont Pkwy.

### VISION

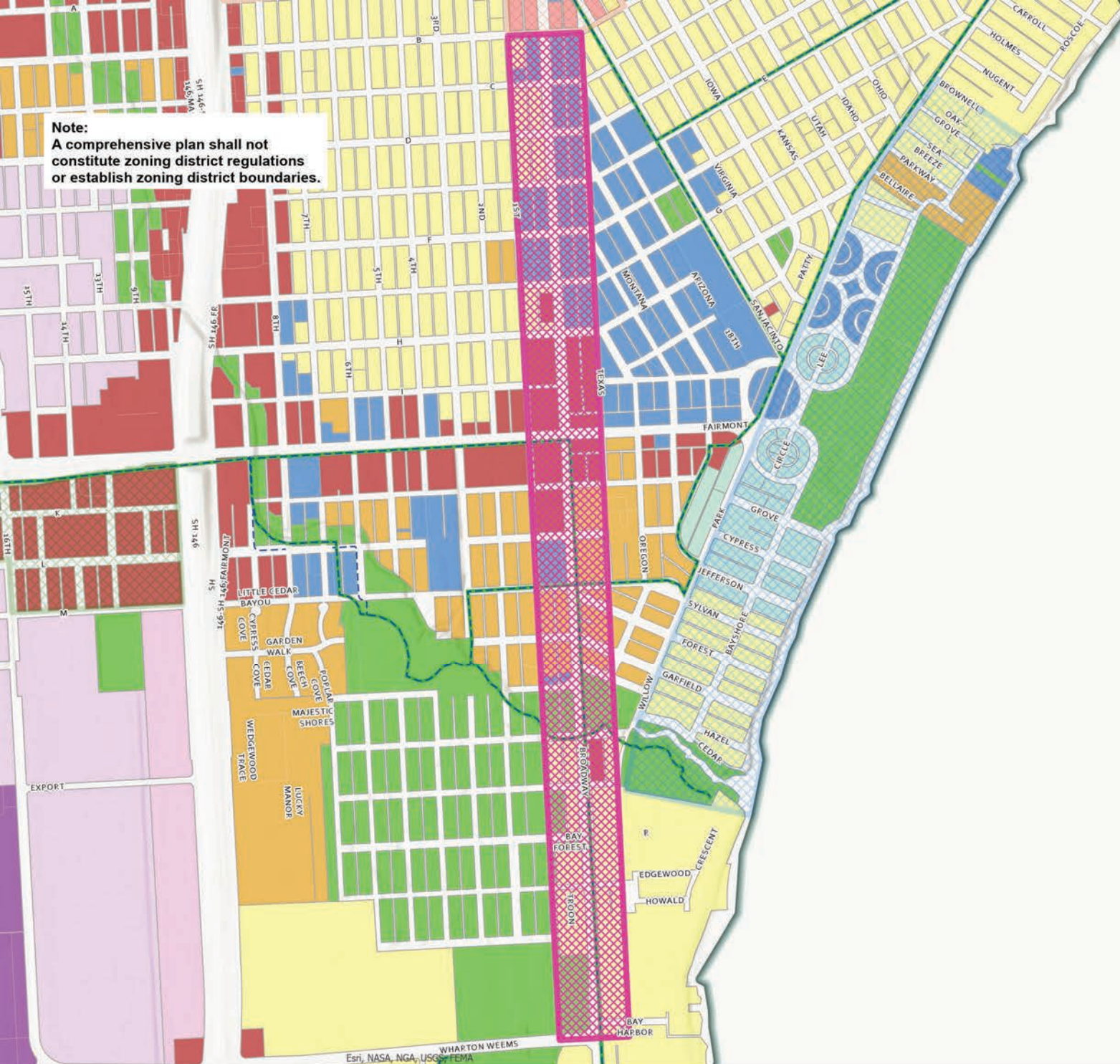
The Broadway Opportunity Area is envisioned to be developed as an economically vibrant mixed use corridor with access to multiple destinations. More intense commercial uses should be located north of Fairmont Ave. The area should provide residents and visitors access to numerous retail and recreational destinations through improved active transportation infrastructure. Appropriate buffering should also be developed to separate residential uses from commercial uses along Broadway Street.

### IMPLEMENTATION STRATEGIES

- Improve sidewalk connectivity and bike infrastructure to enhance access to multiple destinations.
- Utilize incentives and other tools to attract appropriate retail and local businesses to the area.
- Improve access to existing parks and other recreational facilities.
- Improve existing parks and recreational facilities.
- Facilitate adaptive reuse and infill development of vacant or underutilized properties along Broadway St.







## BROADWAY CORRIDOR OPPORTUNITY AREA

- Airport District Opportunity Area
- Bay Area Boulevard Opportunity Area
- Broadway Corridor Opportunity Area
- Entertainment District Opportunity Area
- Main Street Opportunity Area 1
- Main Street Opportunity Area 2
- Sylvan Beach Opportunity Area
- Large Lot Residential
- Low Density Residential
- Mid Density Residential
- High Density Residential
- Mixed Use
- Main Street
- Neighborhood Commercial
- Commercial
- Business Industrial
- Light Industrial
- Heavy Industrial
- Public / Institutional
- Parks and Open Space
- Outside City of La Porte Jurisdiction
- Bike Paths
- Hike and Bike Trail
- La Porte City Limits
- La Porte ETJ



Map 7. Broadway Opportunity Area



## ENTERTAINMENT DISTRICT OPPORTUNITY AREA

### ASSESSMENT

The Entertainment District Opportunity Area, located south of W. Fairmont Pkwy. and west of SH 146, is a predominantly commercial area comprising chain restaurants and hotels. Existing vacant parcels within the area provide opportunities for new development.

### VISION

The Entertainment District Opportunity Area is envisioned to be a family-friendly, mixed use, commercial district with hotels, restaurants, and other recreational uses. The area will provide opportunities for people to gather and access local restaurants, art, and recreation. The area will have an accessible pedestrian network for people to access different attractions within the district.



### IMPLEMENTATION STRATEGIES

- Improve and maintain sidewalk connectivity within the area.
- Encourage local small businesses such as cafes, art galleries, and family-friendly entertainment such as cinemas and bowling alleys.
- Utilize incentives and other applicable economic development tools to attract desired development types for the area.
- Create distinctive branding for the area and develop its image as an emerging community center for La Porte.







**Map 8.** Entertainment District Opportunity Area



## MAIN STREET OPPORTUNITY AREA

### ASSESSMENT

The Main Street Opportunity Areas extends from SH 146 to S. Brownell St. and comprise several local businesses, government buildings, and residential development. Vacant or underutilized buildings within the area present opportunities for adaptive reuse of existing buildings and to introduce additional entertainment-type uses that build on the success of existing businesses. The historic main street character and traditional development pattern make this area of the City unique and are supported through the development of small local businesses within the district.

### VISION

The Main Street Opportunity Area is envisioned to be developed as a vibrant mixed use district offering residents and visitors access to downtown living, local businesses, and small offices while preserving the area's unique character.

Revitalization efforts for this area will focus on adaptive reuse and infill development to continue the existing urban fabric within the district. Additional improvements to sidewalk connectivity and pedestrian safety will provide

walkable connections to adjacent residential and commercial uses and serve to promote a pedestrian-friendly environment. Branding and programming for the district will continue to reflect the unique character of the area as a destination within La Porte and the heart of the community.

The Main Street Opportunity area comprises two parts - the Main Street Core and the Main Street Transition. The Main Street Core extends from SH 146 to S Iowa Ave. Main Street Core focuses on the traditional main street style development with vertical and horizontal mixed use development. The Main Street Transition includes the area extending from S Iowa Ave to S Brownell St and serves as a transition zone between the Main Street Core and surrounding residential uses. The transition area may incorporate more traditional suburban-style development that supports the Main Street Core.

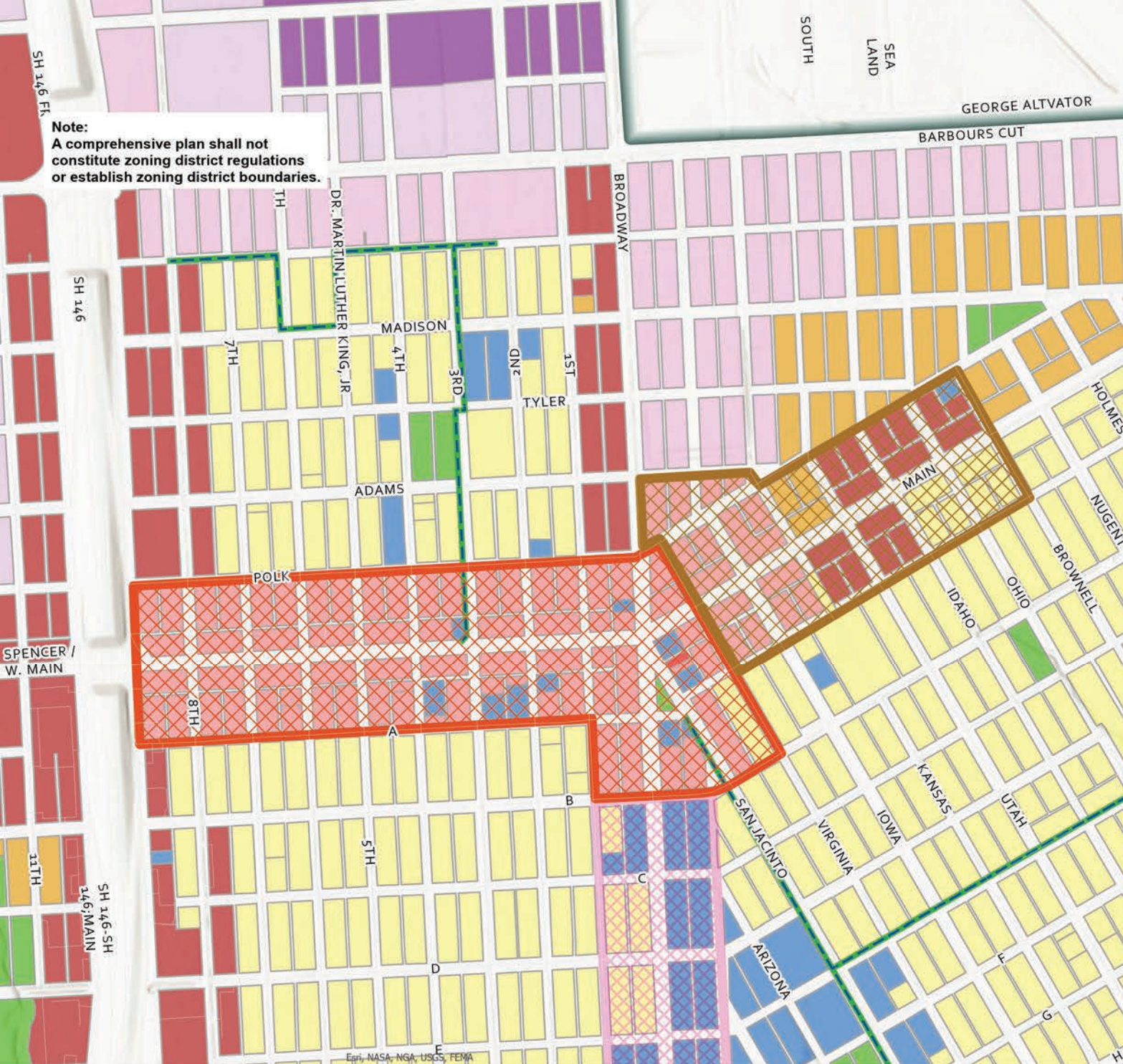


### IMPLEMENTATION STRATEGIES

- Leverage the Texas Main Street Program to revitalize Main Street.
- Attract local businesses to Main Street to ensure the economic vitality of the area.
- Create distinctive branding for Main Street that reflects the unique character of the area.
- Improve walkability and bikeability in the opportunity area.
- Implement consolidated parking solutions to meet the parking demand in the area.
- Continue to support and expand upon the success of existing Main Street events.
- Develop a plan for Main Street to specifically address development, connectivity, economic development opportunities, and business development within the district.
- Engage community in planning efforts and build partnerships with stakeholders and property owners on Main Street.







Map 9. Main Street Opportunity Area



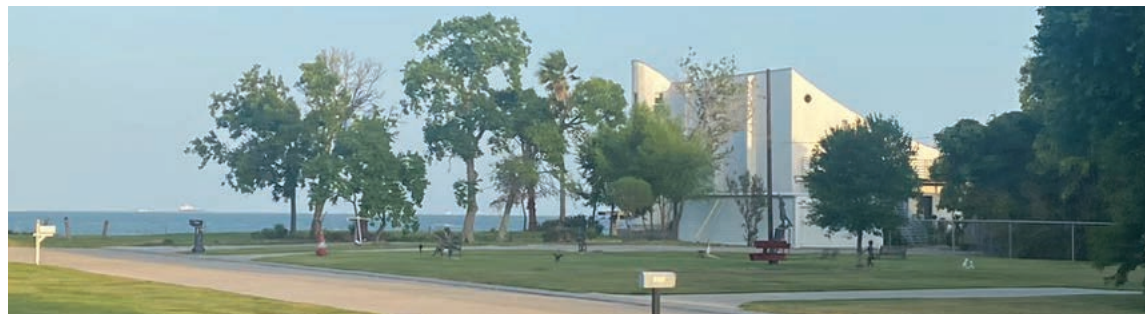
## SYLVAN BEACH OPPORTUNITY AREA

### ASSESSMENT

The Sylvan Beach Opportunity Area consists of residential, commercial, mixed use, and recreational development along Sylvan Beach extended from S. Brownell St. to S R St. The area currently houses Sylvan Beach Park, which is a recreational asset for the community. In addition, the area consists of local businesses such as an art gallery, beauty studio, and transport services. A Master Plan for Sylvan Beach Park has been developed by Harris County, which will guide development in the area.

### VISION

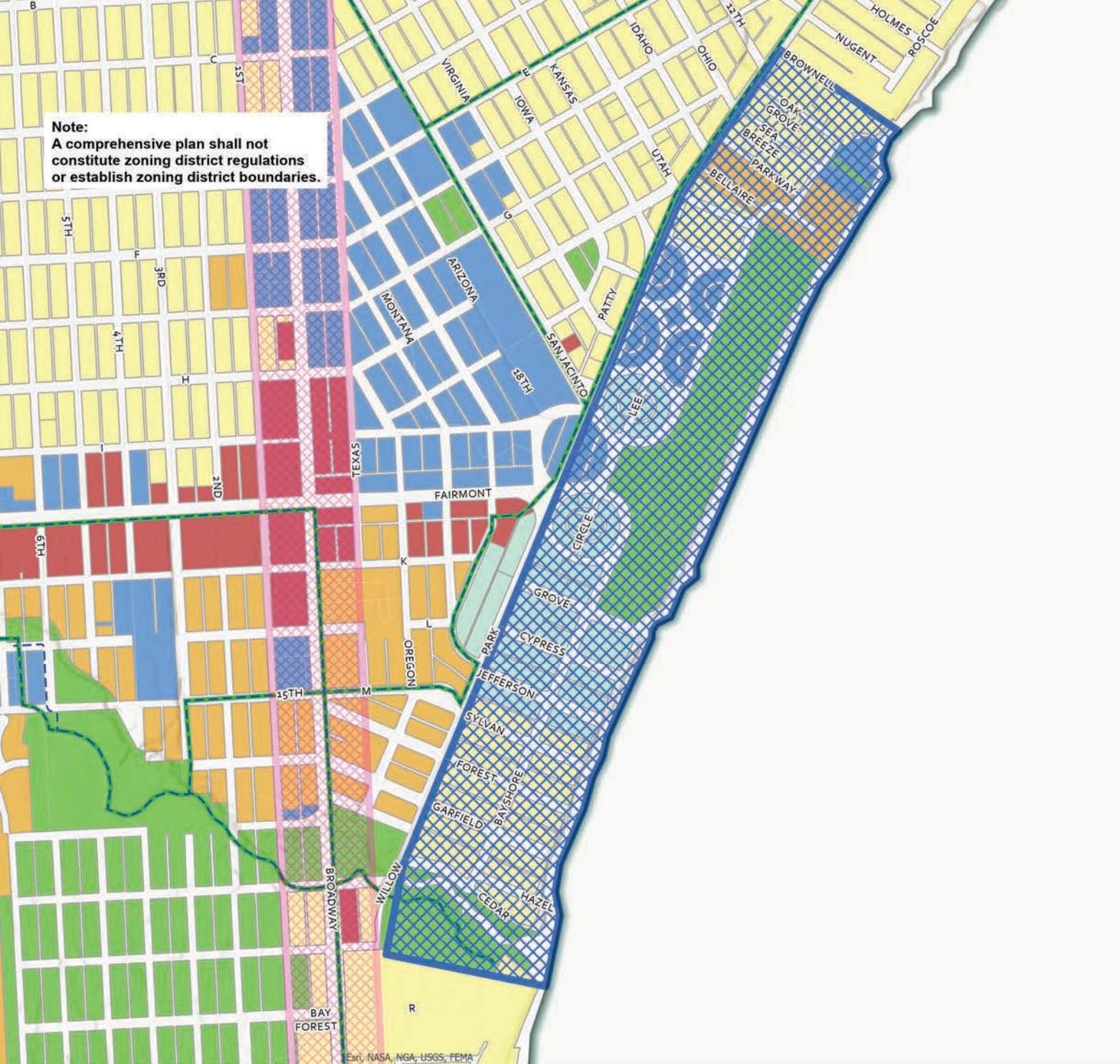
The Sylvan Beach Opportunity Area is envisioned to be developed as a vibrant mixed use neighborhood while retaining its existing character to provide opportunities for recreation and a variety of housing options. The area will provide opportunities for people to gather and access local restaurants, art, and shopping. The area will have an accessible pedestrian network for people to access different attractions within the district.



### IMPLEMENTATION STRATEGIES

- Improve and maintain sidewalk connectivity within the area.
- Encourage local small businesses such as cafes, art galleries, and family-friendly entertainment that is sensitive to nearby residential development.
- Utilize incentives and other applicable economic development tools to attract desired development types for the area.
- Create distinctive branding for the area and develop its image as an emerging community center for La Porte.
- Coordinate with Harris County to implement the strategies proposed in the Sylvan Beach Park Master Plan.





## SYLVAN BEACH OPPORTUNITY AREA

- Airport District Opportunity Area
- Bay Area Boulevard Opportunity Area
- Broadway Corridor Opportunity Area
- Entertainment District Opportunity Area
- Main Street Opportunity Area 1
- Main Street Opportunity Area 2
- Sylvan Beach Opportunity Area
- Large Lot Residential
- Low Density Residential
- Mid Density Residential
- High Density Residential
- Mixed Use
- Main Street
- Neighborhood Commercial
- Commercial
- Business Industrial
- Light Industrial
- Heavy Industrial
- Public / Institutional
- Parks and Open Space
- Outside City of La Porte Jurisdiction
- Bike Paths
- Hike and Bike Trail
- La Porte City Limits
- La Porte ETJ



**Map 10.** Sylvan Beach Opportunity Area





FIRST SIP  
**LIQUOR**  
Fiji Sushi  
Asian Cuisine  
NAILS & SPA  
832-429-3988  
**BREWINGZ**  
ARE YOU READY  
FOR SOME  
FOOTBALL?

CAUTION  
CONSTRUCTION  
PROTECTION  
POST





# 4 TRANSPORTATION AND MOBILITY



FIRST SIP  
**LIQUOR**  
Fiji Sushi  
Asian Cuisine  
NAILS & SPA  
252-429-1988  
**BREWINGZ**  
BREWERY & RESTAURANT  
ARE YOU READY  
FOR SOME  
FOOTBALL



# INTRODUCTION

An efficient transportation network is crucial to the day-to-day functioning of the city. It plays an important role in ensuring access to healthcare, services, education, and employment. The City of La Porte faces unique challenges related to transportation as the City being a major industrial center. This chapter provides an overview of the existing transportation network in La Porte and recommends strategies for transportation improvements to reduce the negative impacts of freight traffic, improve alternative modes of transportation, and keep up with market demand and changing technologies.



## LEADING WITH COMMUNITY INPUT

Which historical and recreational resources should be prioritized for future enhancements?

55%

HIKE AND BIKE NETWORK

Public Meeting and Survey Comments

"Too much heavy industrial traffic. You can no longer drive down Fairmont Pkwy at 55mph. It is not inviting for citizens and visitors."

"Improve Walkability"

"Improve Major Roadways and Sidewalks"

"La Porte should create its own transportation system along with creating bike lanes around town to further promote community. The car traffic gets unbearable at times and La Porte should be a more walkable and public transportation oriented city."

Top ranked transportation priorities

1

COMPLETE STREETS THAT ACCOMMODATE BIKES, TRANSIT, CARS, AND PEDESTRIANS

2

A CONNECTED SIDEWALK NETWORK

3

OFF-STREET BIKE AND PEDESTRIAN TRAIL NETWORK

What do you think will be the most critical issues facing La Porte in the future?

1<sup>ST</sup> RANK

MANAGING HEAVY TRUCK AND PASSENGER CAR TRAFFIC

# PREVIOUS PLANS AND STUDIES

In developing this chapter, the project team reviewed transportation recommendations from previous plans and policies to identify strategies that can be prioritized as part of the transportation planning process. The transportation-related recommendations in this plan incorporate those recommended in some of the previous studies conducted by various agencies for the City of La Porte. The recommendations outlined in this chapter also build on the future land use plan, community vision, and market analysis.

The plans and studies listed to the right are informed by an extensive analysis of crash data statistics, future projections, existing infrastructure analysis, etc. The recommendations from these plans that have not been fully implemented should be prioritized and implemented alongside proposed implementation action items. Successful implementation will need coordination with existing plans and policies.

1

## PREVIOUS COMPREHENSIVE PLANS

The 2012 Comprehensive Plan and the 2018 Comprehensive Plan Update identify multiple strategies for roadway improvements, sidewalk improvements, and leveraging available funding opportunities.

2

## H-GAC SOUTHEAST HARRIS COUNTY SUB-REGIONAL STUDY

The Southeast Harris County Subregion encompasses city areas west of SH 146. The study identified strategies to improve traffic safety in the subregion based on public input, existing conditions, and future growth estimates. The study provides area-wide, corridor, and intersection improvements that can help solve issues related to freight traffic, traffic congestion, active transportation, and traffic safety in La Porte. Map 11 shows the location of recommended improvements in La Porte.

3

## 2014 TRUCK TRAFFIC, ROUTE, TRUCK PARKING, AND ORDINANCE UPDATE STUDY

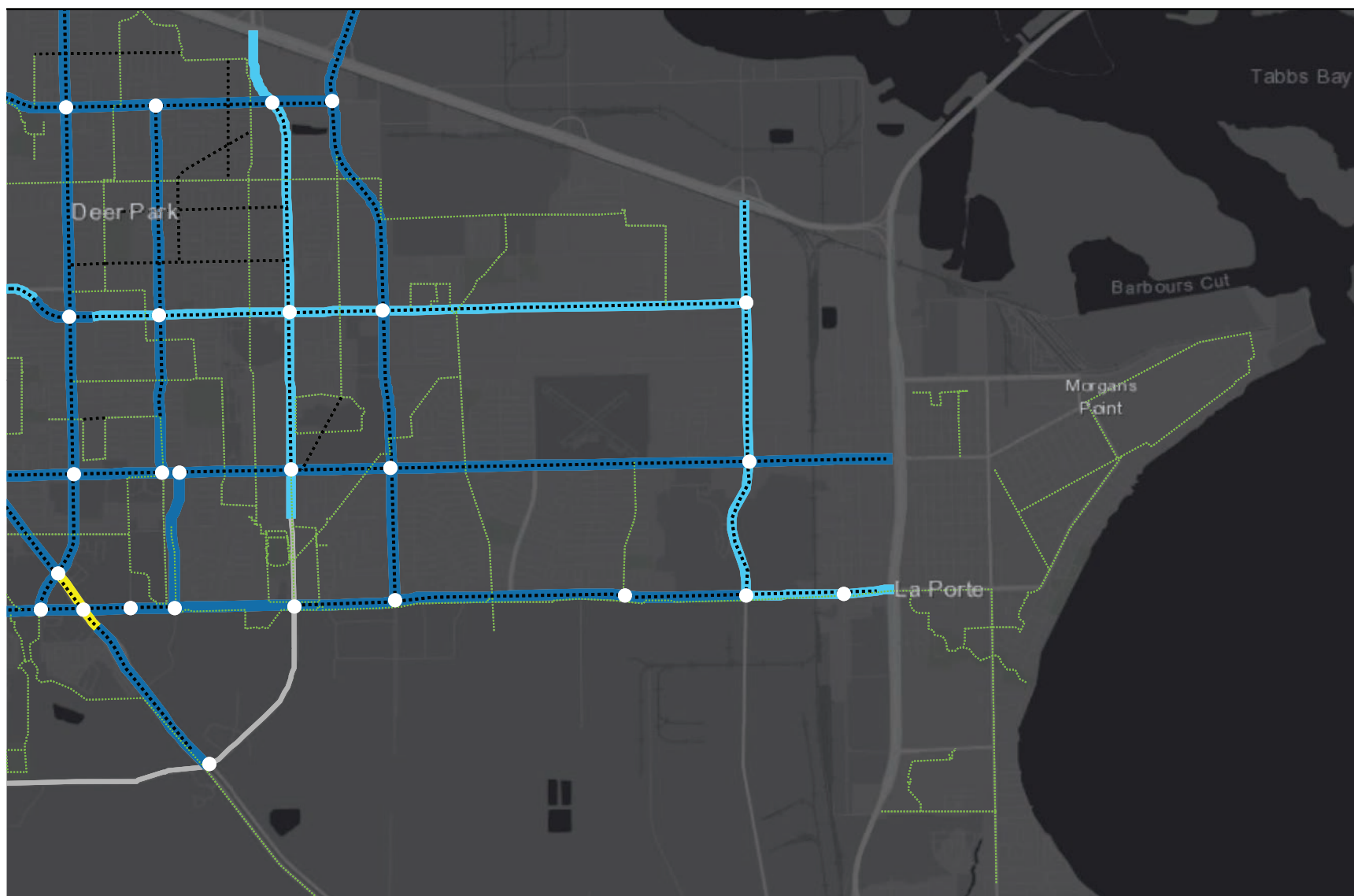
This study assesses the current truck operation in La Porte to guide updates to the Truck Ordinance and provide strategies for addressing freight-related concerns in the City. The study recommends modifications to the designated truck routes (shown in Map 13), parking improvements along truck stops, designating truck stops, and modifications to the truck ordinance and enforcement.

4

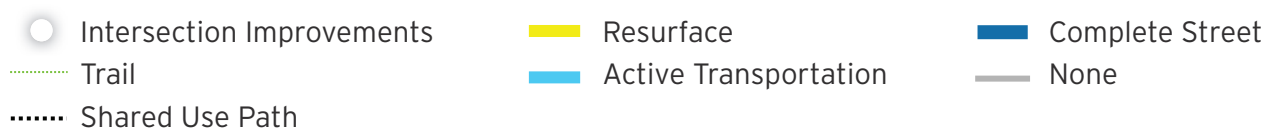
## 2020 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

The Parks, Recreation, and Open Space Master Plan, adopted in October 2020, recommends strategies to improve walkability, accessibility, and promote traffic safety. The recommendations from the plan will help connect active transportation infrastructure to important destinations such as parks, entertainment, and Main Street while enhancing traffic safety.





**Map 11.** Southeast Harris County Proposed Pedestrian/Bike Facilities and Corridor Improvements



# EXISTING NETWORK

The dominant mode of transportation in La Porte is personal automobiles, which is consistent with the neighboring cities and the Houston Metro Area. The City is situated along two major highways and a railroad. State Highway (SH) 225 is a heavily traveled roadway in the region, accommodating more than 83,592<sup>1</sup> vehicles per day measured West of SH 146. SH 225 is a locally designated hazardous cargo route, making it desirable for many industries and an important link for La Porte residents and businesses to the overall region, state, and nation.

State Highway (SH) 146 is another heavily traveled roadway in the region, accommodating more than 71,411 vehicles per day measured at the count location north of Main Street (Texas A&M Transportation Institute, 2021).<sup>2</sup> SH 146 extends to Houston to the East and Interstate 10 in West Texas. SH 225 is a locally designated hazardous cargo route, making it desirable for many industries and plays a role in linking La Porte residents and businesses to the overall region, state and nation.

<sup>1</sup> 2013 La Porte Retail Analysis & Merchandising Plan

<sup>2</sup> 2021 La Porte, Morgan's Point, and Shoreacres Hazardous Materials Truck Transport prepared by Texas A&M Transportation Institute

SH 146 extends all the way to Baytown, SH 99 and beyond to I-10. Texas Department of Transportation (TxDOT) and Harris County own Rights-of-Way in the City, creating a need for coordination between different agencies to implement road improvements.

Union Pacific Strang Yard sits within La Porte's City limits. In 1997, Union Pacific inherited the site after its merger with Southern Pacific Transportation Company (Southern Pacific Railroad). Union Pacific has conducted cleanup activities to this site under the oversight of state regulators.<sup>3</sup> In addition, the La Porte Municipal Airport located on Fairmont Ave and Spencer Pkwy provides aviation facilities for private and commercial use of La Porte area citizens and businesses.

The City experiences a high freight traffic volume which puts pressure on the existing transportation network, causes bottlenecks, as well as leads to safety issues for the residents and travelers. La Porte is an industrial city and thus, planning for freight traffic is a crucial component to ensuring connectivity and mobility as well as efficiency of the transportation system. The designated

<sup>3</sup> [https://www.up.com/aboutup/community/inside\\_track/dioxin-study-response-it-220928.htm](https://www.up.com/aboutup/community/inside_track/dioxin-study-response-it-220928.htm)

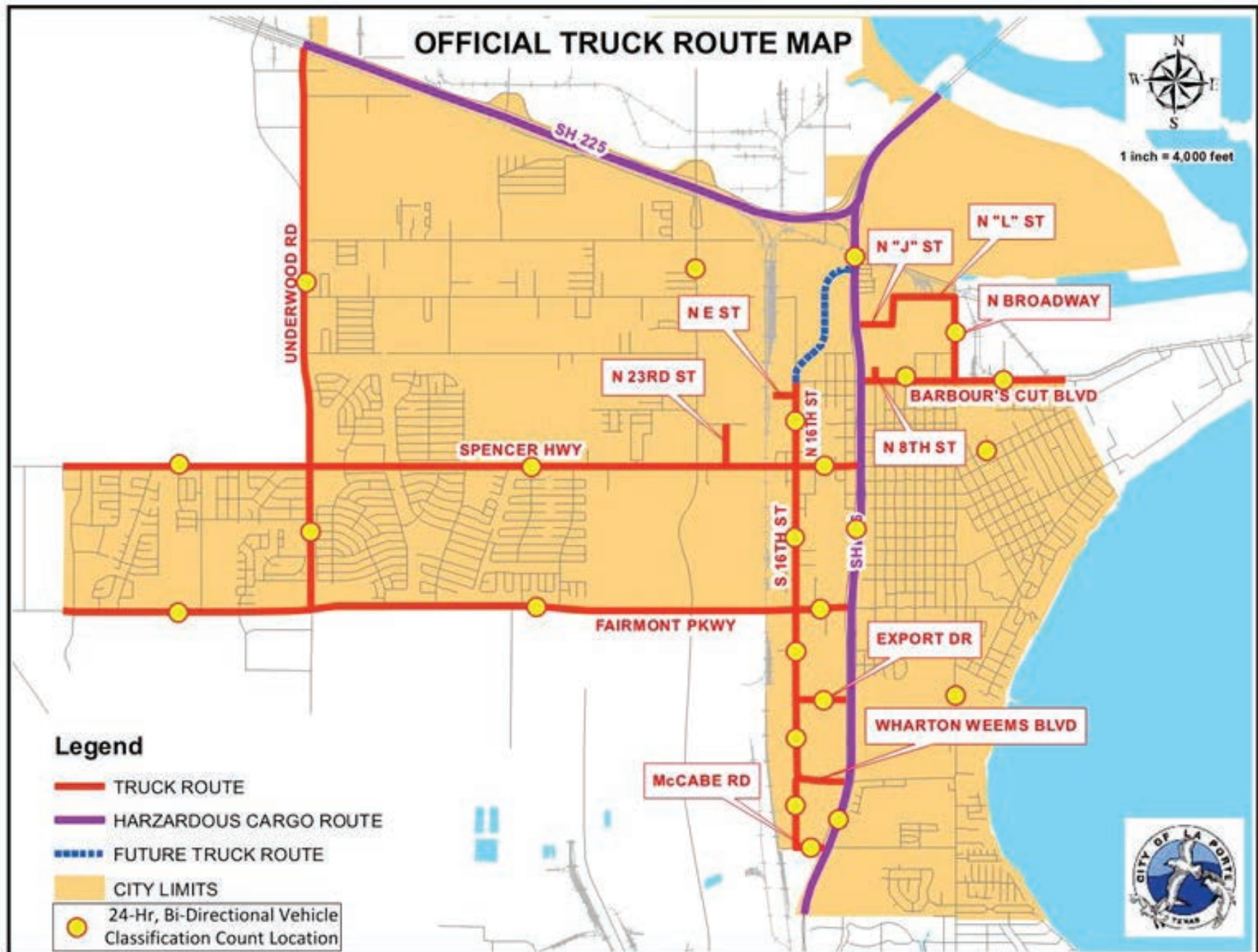
freight routes are shown in Map 13. Though the City has designated freight routes, trucks tend to travel on local roads occasionally to services such as restaurants, lodging and to make deliveries. The City needs to plan for additional services and amenities along designated truck routes to provide drivers improved access along those routes and in turn, reduce congestion and conflicts on local roads.











**Map 13.** Designated Truck Routes



# LAND USE AND TRANSPORTATION

Land use and transportation are closely linked to each other. The land use pattern in an area affects travel behavior and vice versa. This is especially true for La Porte, which experiences a significant volume of freight traffic that impacts the day-to-day activities of the City. The land use pattern for La Porte needs to be designed to minimize the negative impacts of freight traffic on less intense uses such as residential and recreational. In addition, commercial uses need to be placed on major arterials to ensure maximum footfall and maintain the economic vitality of the City.

An appropriate mix of uses might also aid in reducing automobile dependency and improve access to public areas and services by alternative modes of transportation. Improved pedestrian and bicycle access and safety were identified as major themes through community engagement. The future land use plan takes the land use-transportation interactions and community input into consideration to plan for a safer, more accessible, and connected La Porte.

In addition to a future land use plan that is sensitive to transportation-related needs, La Porte should initiate

a full Master Transportation Plan (MTP) to ensure that future mobility improvements align with land use goals moving forward. An MTP is a multimodal, comprehensive guide for all types of transportation growth. Most MTPs should include a full network inventory and up-to-date Thoroughfare Plan, roadway design standards or typical design for functional classifications that support the goals of the Comprehensive Plan, and be supported by ongoing analysis. The Thoroughfare Plan, specifically, designates the location and type of roadway facilities that will be needed to meet long-term demand. It is not a list of construction projects (Capital Improvement Plan), but a tool that allows the City to preserve space for corridors in the future.

As La Porte continues to direct land use and transportation projects in harmony with one another, the MTP and Thoroughfare Plan will also be needed so that future development projects do not conflict with long-range expansion plans.



# ALTERNATIVE TRANSPORTATION MODES

Access to alternative/active transportation modes can help improve public health and promote transportation equity. The City aspires to create walkable and bikeable neighborhoods complete with accessible pedestrian infrastructure, and trail connections where appropriate. Walk-bike network facilities, land use patterns, and traffic safety significantly impact people's mode choices. For this reason, it is important to create safe shared streets within the City to provide alternative transportation options for residents and visitors.

## SIDEWALKS

Pedestrian infrastructure characteristics such as connectivity, continuity, width, barriers, and overall condition can impact walkability and physical activity. Improved, connected, and safe sidewalks can positively impact people's decision to walk more and create active and vibrant neighborhoods in La Porte. The City currently lacks adequate sidewalk infrastructure to provide end-mile connectivity for its users. Moreover, improving sidewalk connections will improve access to health services, grocery stores, schools, etc., especially for people with limited mobility options.

The City can also leverage local, state, and federal funding to improve pedestrian infrastructure. Pedestrian infrastructure is also important for aiding people to age in place. Sidewalk improvement and connections will be most beneficial in the Main Street Opportunity Area, Entertainment District Opportunity Area, Northside Neighborhood Opportunity Area, and the Broadway Corridor Opportunity Area. Detailed recommendations for improving pedestrian infrastructure are provided in the later sections of this chapter.

## TRAILS

La Porte currently has 15 hike and bike trails, including two bike lanes. The 2020 Parks, Recreation, and Open Space Master Plan provides goals and strategies for the development of the trail network in the City. La Porte should continue to implement the actions and initiatives from the 2020 Parks, Recreation, and Open Space Master Plan. In addition, the City can explore the introduction of trails for cyclists and pedestrians in the Lomax area that connect to the arena and can be used for horseback riding.





## BIKE INFRASTRUCTURE

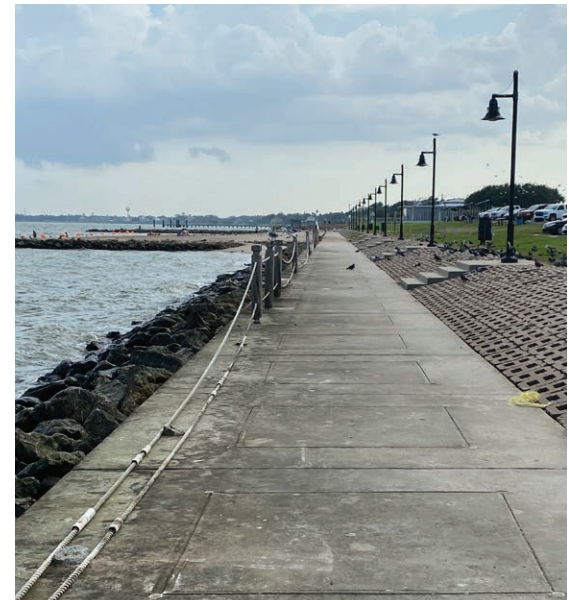
In addition to bike trails, shared-use paths, wherever appropriate, will help connect people to multiple destinations. La Porte can benefit from connecting trails to improved off-street and on-street bike infrastructure paths and bike racks. Proper signage and signals should also be installed to ensure traffic safety for bicyclists. The 2020 Parks, Recreation, and Open Space Master Plan recommends strategies for creating city-wide bicycle connectivity. The City of La Porte should continue to implement the strategies outlined in the master plan.

## PUBLIC TRANSIT

La Porte is serviced by the Harris County Transit System, which offers fixed-route bus service in the area. The bus service connects the City to destinations within and beyond the City limits. Improvements in the pedestrian-bike infrastructure along the major transit stops can help provide end-mile connectivity to residents and visitors. The City should continue to work with Harris County to ensure accessible and dependable transit options for the community.

## GOLF CARTS

Golf carts are used widely in La Porte by residents, especially for short trips. Currently, the high-speed traffic on the streets compromises the safety of golf cart users in the City. Also, golf carts create safety issues for the more vulnerable users of the road such as pedestrians and bicyclists. Improving safety for all users of the road is important to maintaining the multimodal transportation system in La Porte. La Porte can benefit from shared use paths, reduced speed limits on streets with a high volume of golf cart traffic, improved signage, and safety education for golf cart users.



# TRAFFIC SAFETY

Ensuring safety for all users of the road is especially crucial in La Porte, given the high volume of freight traffic passing through the City. Map 14 and Map 15 illustrate the location of traffic crashes in La Porte in the last five years (2018-2022), highlighting traffic crashes resulting in fatalities, traffic crashes involving freight, and traffic crashes involving pedestrians and bicyclists. Most of the fatal traffic crashes occurred on W Fairmont Parkway and near SH 146.



## PEDESTRIAN AND BICYCLIST SAFETY

Traffic crashes involving pedestrians and bicyclists, shown in Map 14, were concentrated near major intersections throughout the City. This is important because it provides a starting point for understanding where improvements are needed most urgently to ensure safety for more vulnerable users of the road.

Local law enforcement can provide insights into traffic safety. The Planning Department can partner with Law Enforcement to solicit public comment to help identify the most problematic streets and intersections that should be prioritized for safety improvements.

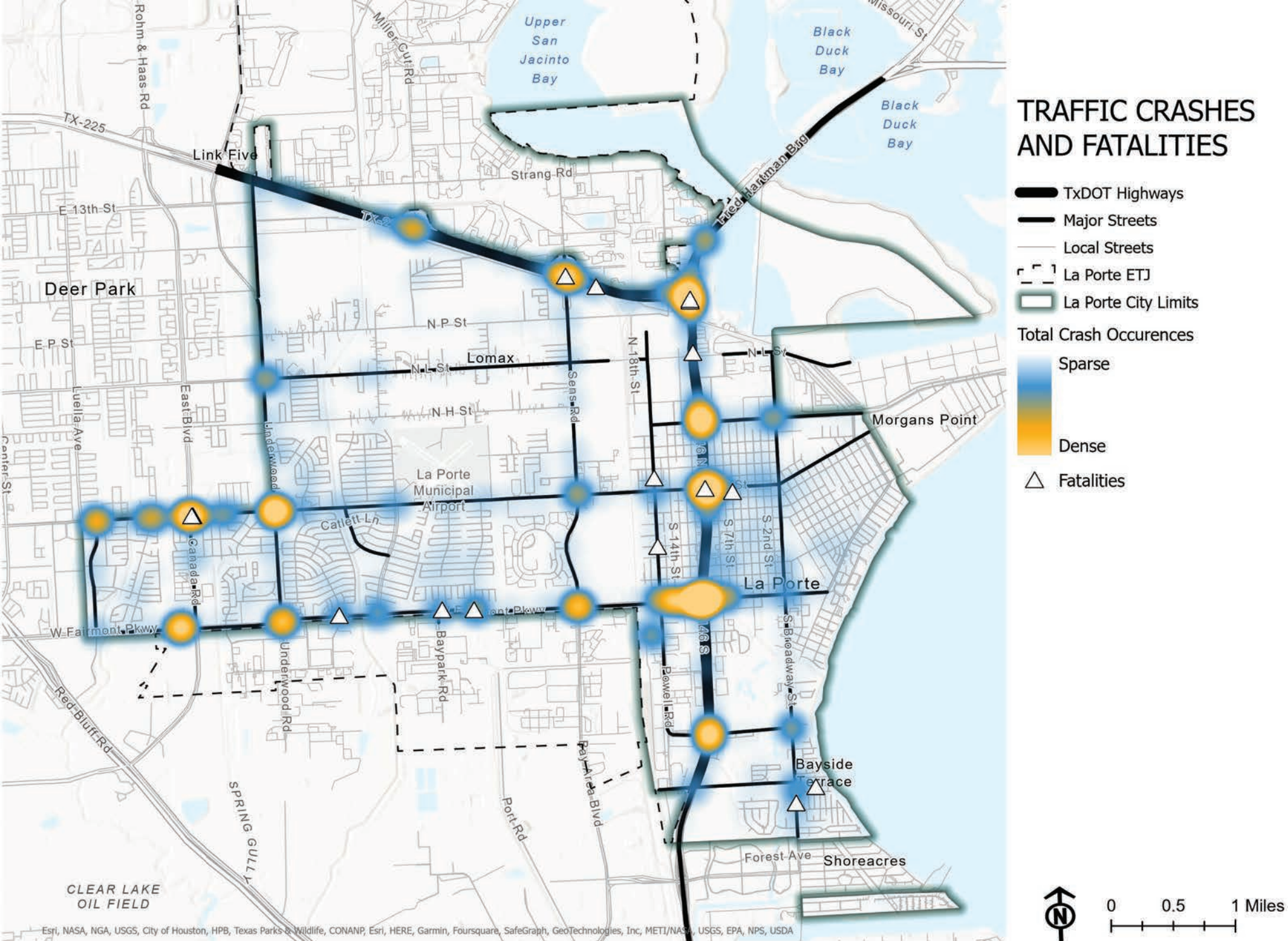
Using public engagement to prioritize safety improvements will strengthen public support for future projects and provide evidence to demonstrate public engagement in grant applications. Future roadway improvements related to vulnerable users can also be included in the proposed Master Transportation Plan.

## FREIGHT SAFETY AND MODE SEPARATION

Map 15 shows the location of traffic crashes involving freight within the City. Most freight-related crashes occurred on SH 146, SH 225, and Fairmont Pkwy., which are designated hazard cargo and truck routes. Freight traffic forms a significant percentage of the modal share in La Porte, making trucks a part of the day-to-day activities in the City. It is crucial to plan for traffic safety and congestion management within the City. La Porte should continually coordinate with TxDOT to carry out street and intersection improvements on SH 146 and SH 225 to improve road safety for all users.

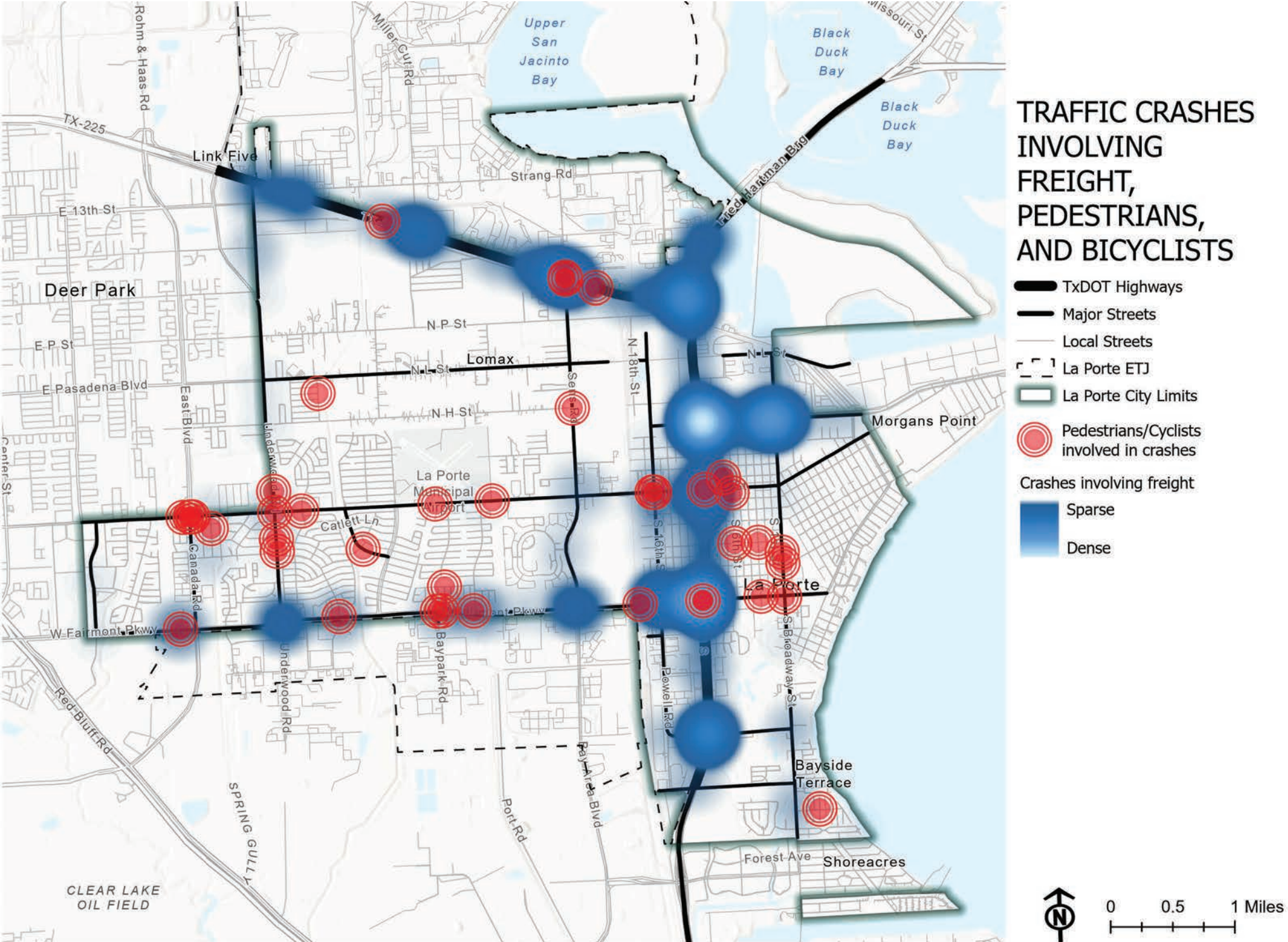
Separating freight traffic from other modes of transportation, such as cars, pedestrians, bicyclists, can help reduce potential conflict. The City can explore amending the zoning ordinance to accommodate stops for freight movement to better control traffic and freight activity on City streets. In addition, traffic calming measures on busy streets can be beneficial along with creating buffers to separate freight traffic on streets with a higher volume of pedestrians and bicyclists.





**Map 14. Traffic Crashes and Fatalities**





**Map 15. Crashes involving Freight, Pedestrians, and Bicyclists**

# TRANSPORTATION SECTOR DISRUPTION

In addition to being vital to people's day-to-day functioning within communities, an effective transportation network is one of the most important contributors to a region's economic success. While La Porte was primarily a resort town in its beginnings, it has long centered around a rail line, and the chemical industry of World War II helped lift La Porte out of the depression. Today, there is no denying the important role that freight and movement of goods through the City now play in supporting local, statewide, and national industries.

Several technological advancements are proving to be disruptors in the transportation industry, many for the better. These include electrification, automation, telecommuting, mobility as a service, and big data, among others. As La Porte moves forward, particularly in developing a transportation master plan, it is essential to consider these disruptors as advantages or hints that provide insight into how the community might prepare for its transportation future. The City should also use region-wide data and tools available through H-GAC to arrive at informed projections related to demographics and travel behaviors.

Over the past 30 years, goods being delivered by truck in Texas have doubled. Furthermore, electric and autonomous vehicle technology is already being deployed in the freight realm with respect to things like convoys, but interactions between freight and commuter traffic throughout the state will continue to change as these disruptors and innovations evolve. La Porte's reality as an industry town requires a mutually beneficial network that does not interrupt the value brought to the City by public amenities such as parks and recreational amenities as well as by economic development.

While separation of freight and commuter traffic is ideal from a safety perspective,

the City should seriously consider increasing accommodations for trucks and truck operators, as freight traffic is only expected to increase with the continued expansion of internet retail and other types of e-commerce. The reality is that La Porte is an industry town. Creating convenient, centrally located, and designated areas within the City for critical services such as lodging, food, and fuel for freight and freight operators actually allows La Porte to more closely guide the growth and development of the community by being mindful to separation of uses. If drivers do not have designated accommodations, this freight traffic is likely to become less predictable and therefore less safe.





# FUNDING AND PARTNERSHIPS

There are a variety of sources of funding for the development and implementation of transportation capital and planning projects in La Porte. By investing in partnerships with a variety of agencies, a combination of public and private funds may be leveraged to meet the City's long-term goals. Samples of funding opportunities are described below.

## LOCAL & REGIONAL FUNDING

### Capital Improvement Program (CIP)

CIP development is completed in conjunction with the budgeting process and can include both planning and programming items. City offices can work to allocate resources to meet capital, operations, and maintenance goals and keep a transparent record of priorities.

### Roadway Capital Recovery Fees

Capital recovery fees, or impact fees, are a long-term solution to meeting additional demand for transportation as the City continues developing and changing. After adopting a program structure, administration of the impact fee program is paid for in part by the fees themselves. This means La Porte can potentially see a relatively quick fiscal return on an action like this.

### Houston-Galveston Area Council (H-GAC) & Harris County

H-GAC typically has competitive and cooperative funding available to advance

projects and programs that also meet regional transportation goals. Mobility projects such as safety improvements, safety plans, or bicycle/pedestrian facilities should make the best possible use of these opportunities. Generating support from agencies such as law enforcement, LPISD, EDC, Chamber of Commerce, TxDOT, and other City offices can strengthen this opportunity.

## STATE & FEDERAL FUNDING

### Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

This competitive discretionary program administered by the US Department of Transportation focuses on investments in surface transportation infrastructure that have significant local or regional impact. Any unit of local government, public agencies, or transit agencies, among others, are eligible to apply. RAISE may also be applied to new infrastructure that supports freight movement, such as bridge connections.

### Congestion Mitigation and Air Quality Improvement (CMAQ) Program

The CMAQ Program supports programs and projects aimed at improving air quality and reducing congestion. Transportation facilities such as trails and paths that reduce automobile trips and those not exclusively for recreational use are eligible.

### Transportation Investment Generating Economic Recovery (TIGER) Program

This USDOT competitive funding program supports a variety of innovative projects that must improve quality of life, support economic development, and provide environmental benefit. The program favors "shovel-ready" projects.

Ultimately, involvement by a greater number of partner agencies and high rates of public and stakeholder engagement will positively position La Porte to be able to implement a variety of projects and programs.



# RECOMMENDATIONS

Historically, the City of La Porte has put forth many useful transportation-related recommendations through previous planning efforts. Transportation and Mobility Action Items shown in the Implementation chapter span program development, capital projects, and additional studies. In addition to these official recommendations, there are several ongoing trends that La Porte should monitor and plan around as the City continues developing.

Firstly, remote work has changed commuting patterns nationwide. The COVID-19 crisis made it clear that resiliency can mean not only being ready for natural or climate disasters, but also public health events that significantly alter the way people move. An MTP, as previously described, can address these variables as they relate specifically to La Porte. Additionally, freight movement, however critical to the community and economy, can be a massive disruptor, as outlined in earlier sections. La Porte should consider initiating an intermodal freight plan that covers dealing with mode conflicts, hazmat routes, service delivery, and proximity to schools and other sensitive receptors.

Moving forward, identifying the most critical transportation connections for all modes, pinpointing methods to more closely curate truck movements, considering preferred trade-offs, and proactively pursuing transportation effort funding are important steps to ensure actionable improvements continue. The performance metrics table in the Implementation chapter should be monitored and updated as projects are completed or as long-range goals shift.





## Future Transportation Connections

- NTAD Rail Line
- La Porte City Limits
- - - La Porte ETJ

### Transportation Connections:

1. Collingswood Road to Collingswood Drive
2. Catlett Lane from Roseberry Drive to Valley Brook Drive
3. Venture Lane from Aston Lane to Somerton Drive



0 0.5 1 Miles

City of Houston, HPB, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

**Map 16. Pedestrians and Bicyclists Traffic Crashes**









... ♦ **SHOP LOCAL** ♦ ...

The image shows a window display with a light green sign that reads 'SHOP LOCAL' in blue, outlined letters. The sign is flanked by three dots and a diamond symbol. The window reflects a large white truck with a chrome grille and bumper, parked on a street. The truck's reflection is clear, showing its front end and wheels. The window itself is made of glass and has some white tape or paper covering parts of it, particularly on the left side. The overall scene is brightly lit, suggesting daytime.





# 5

## ECONOMIC DEVELOPMENT



♦♦ **SHOP LOCAL** ♦♦

# INTRODUCTION

This chapter incorporates an overview of local and regional real estate characteristics and trends together with a look at historical and projected economic and demographic trends to arrive at a set of quantitative forecasts of development potential in La Porte. This analysis by Leland Consulting Group (“LCG”) is intended to help guide the updated La Porte Comprehensive Plan with a fresh look at market conditions and development prospects for the City. The analysis within each land use category (i.e., residential, retail, and industrial) includes descriptions of challenges and market-supported opportunities that La Porte could pursue over the coming years to help meet housing and economic development goals within the context of the updated Comprehensive Plan.

## LEADING WITH COMMUNITY INPUT

In 2040, La Porte will be known for:

66%

AUTHENTIC DOWNTOWN

Public Meeting and Survey Comments

“Provide incentives to attract businesses that will bring people from the metro area here instead of the other way around.”

“Good restaurants with a variety of flavors, more retail.”

“Need more grocery stores.”

“Downtown La Porte needs to be revamped. Make it inviting by opening up the vacant buildings with boutiques, specialty shops, etc, it could be a thriving part of La Porte like other small towns (Pearland, Boerne, Brenham). So much opportunity.”

What are the best ways to ensure that all residents can prosper?

1

SUPPORT LOCAL BUSINESSES AND ENTREPRENEURS

2

PROVIDE WORKFORCE TRAINING SO PEOPLE ARE PREPARED FOR THE WORKFORCE

3

ADDRESS AFFORDABLE HOUSING

What should attract visitors to La Porte in the future?

58%

UNIQUE SHOPPING AND ENTERTAINMENT

# MARKET CONTEXT

La Porte is one of many smaller cities forming the southeastern edge of the massive Houston metroplex. The City has evolved from a free-standing small town into a highly interconnected suburb with at least two predominant “identities.” It manages to be both a vital hub of industry for regional petroleum processing and import/export logistics activity, while at the same time remaining a relatively affordable, family-friendly bayside community, with manageable commutes into the heart of the metro but considerably less hustle and bustle than Houston proper.

This historical dual character of La Porte as both an industrial town and a bedroom community presents both advantages (strong tax base, employment opportunities, civic involvement, etc.) and challenges (traffic, environmental, land use compatibility, etc.) for its residents and employers.

Over the past two decades, La Porte-based firms have become increasingly reliant on in-commuting to fill local positions - a trend that will hopefully reverse course, at least somewhat, with some of the recent housing additions. While it is unrealistic to expect all or even most La Porte employees to also live in

the City, enabling every person to find both a home and a job within La Porte will help to stem the increasing morning and evening traffic.

As the City has filled in over the years, the low-hanging fruit of easily buildable land assemblies has dwindled, leaving a more challenging environment for both residential and commercial developers looking to keep up with increased demand for housing and industry. Future expansion will require more creativity on the part of both private and public sectors to carve out new projects, including redevelopment opportunities, that can create a trickier landscape of infrastructure, flood safety, and environmental compatibility requirements on remaining sites.

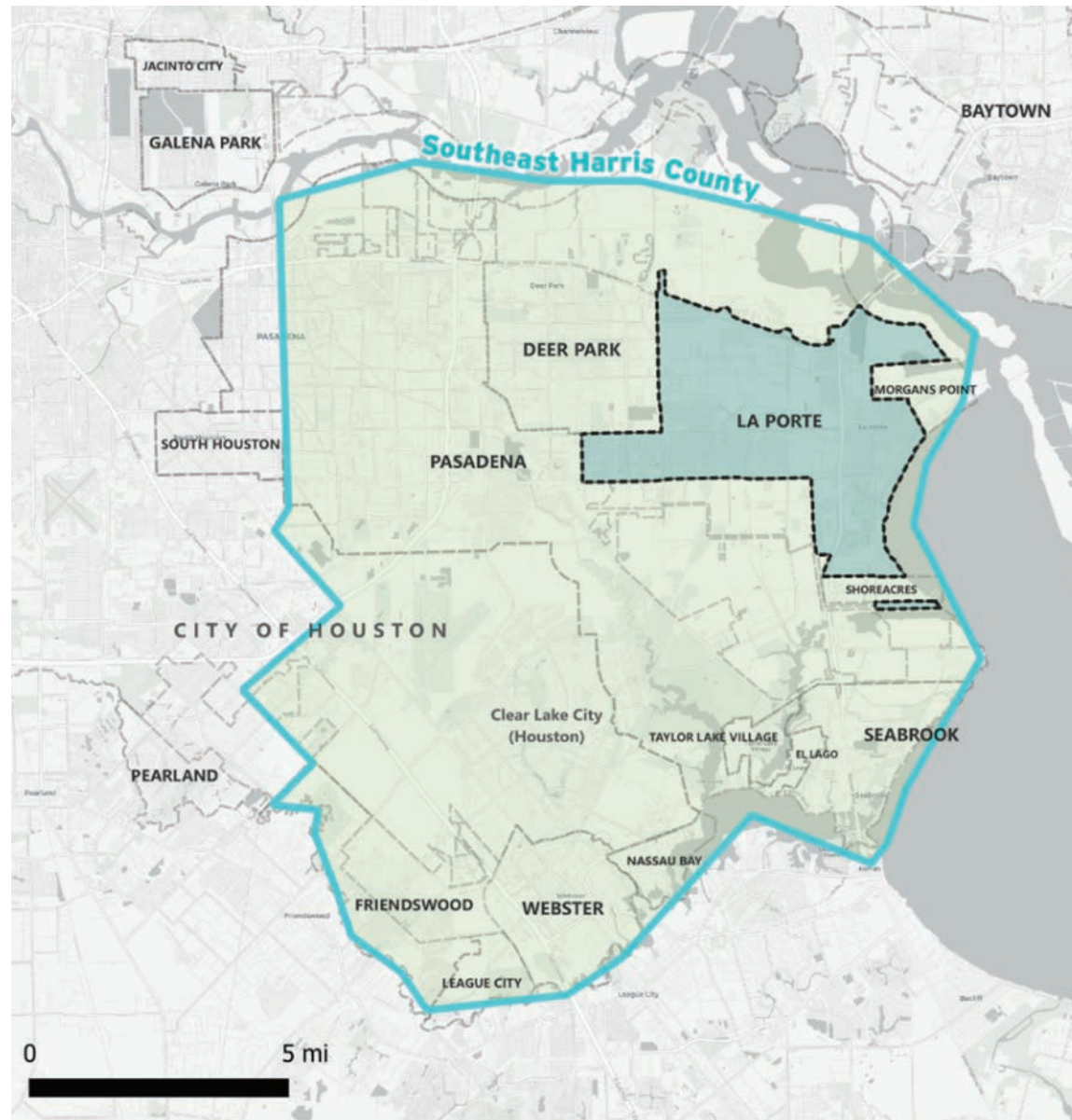




## COMPARISON GEOGRAPHIES

This market analysis relies on a number of different geographic areas to build appropriate comparisons depending on the topic. The City limits of La Porte are typically included in comparisons throughout the analysis, sometimes along with other nearby incorporated municipalities, such as Deer Park, Seabrook, Baytown, and Pasadena.

A custom geography referred to as Southeast Harris County was drawn to help contextualize certain broader sub-regional indicators (including retail and residential demand) and to give a sense for La Porte's "fair share" of the sub-regional market. Finally, Harris County and the Houston metropolitan area are used as points of comparison in some cases, along with the U.S.



**Map 17.** La Porte and Comparison Geographies

## GROWTH AND KEY DEMOGRAPHICS

Future residential population growth in La Porte and the surrounding area is one of the most important drivers of economic activity over the comprehensive planning horizon, especially in regard to the demand for housing and support for retail activity.

Many complex regional factors come into play in shaping population growth, including birth and death rates, employment dynamics, and migration patterns, but simply understanding the trajectory of recent growth can often be the best starting place for forecasting upcoming population changes.

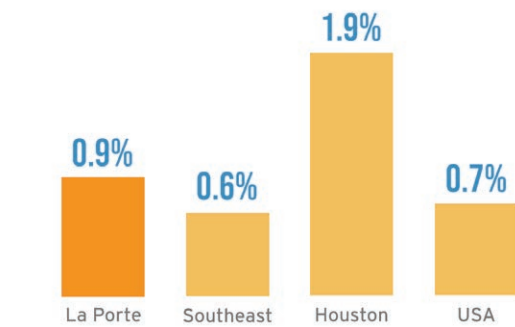
According to the 2020 U.S. Census, the official population count in the City of La Porte was 35,124, and the City may have (unofficially) tipped the 37,000-resident mark in 2022, after growing 0.9 percent annually from 2010 to 2022.

This annual rate of recent growth was faster than the U.S. overall (0.7 percent) and the Southeast Harris County sub-regional comparison (0.6 percent), but just under half the annual rate for the Houston Metropolitan Statistical Area (MSA) overall - one of the nation's fastest-growing major metroplexes.

**Figure 16.** Nine-County Houston Metropolitan Statistical Area (MSA)

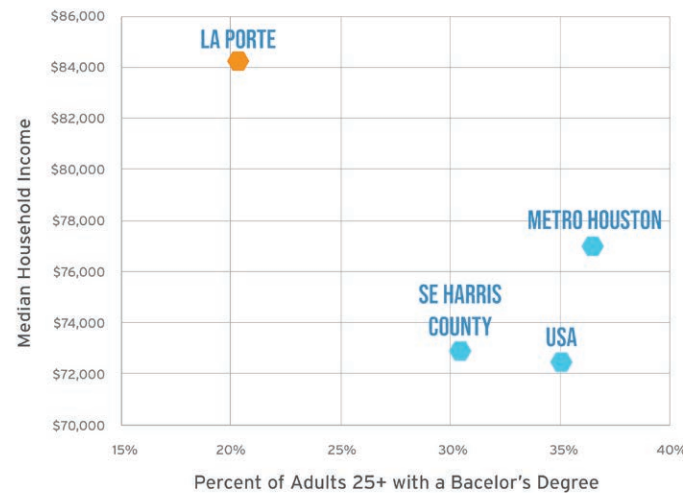


**Figure 17.** Annual Population Growth Rate, 2010 to 2020, La Porte and Comparisons



Source: U.S. Census and ESRI

**Figure 18.** Income and Educational Attainment of Residents, La Porte versus Comparison Areas



Source: U.S. Census, ESRI

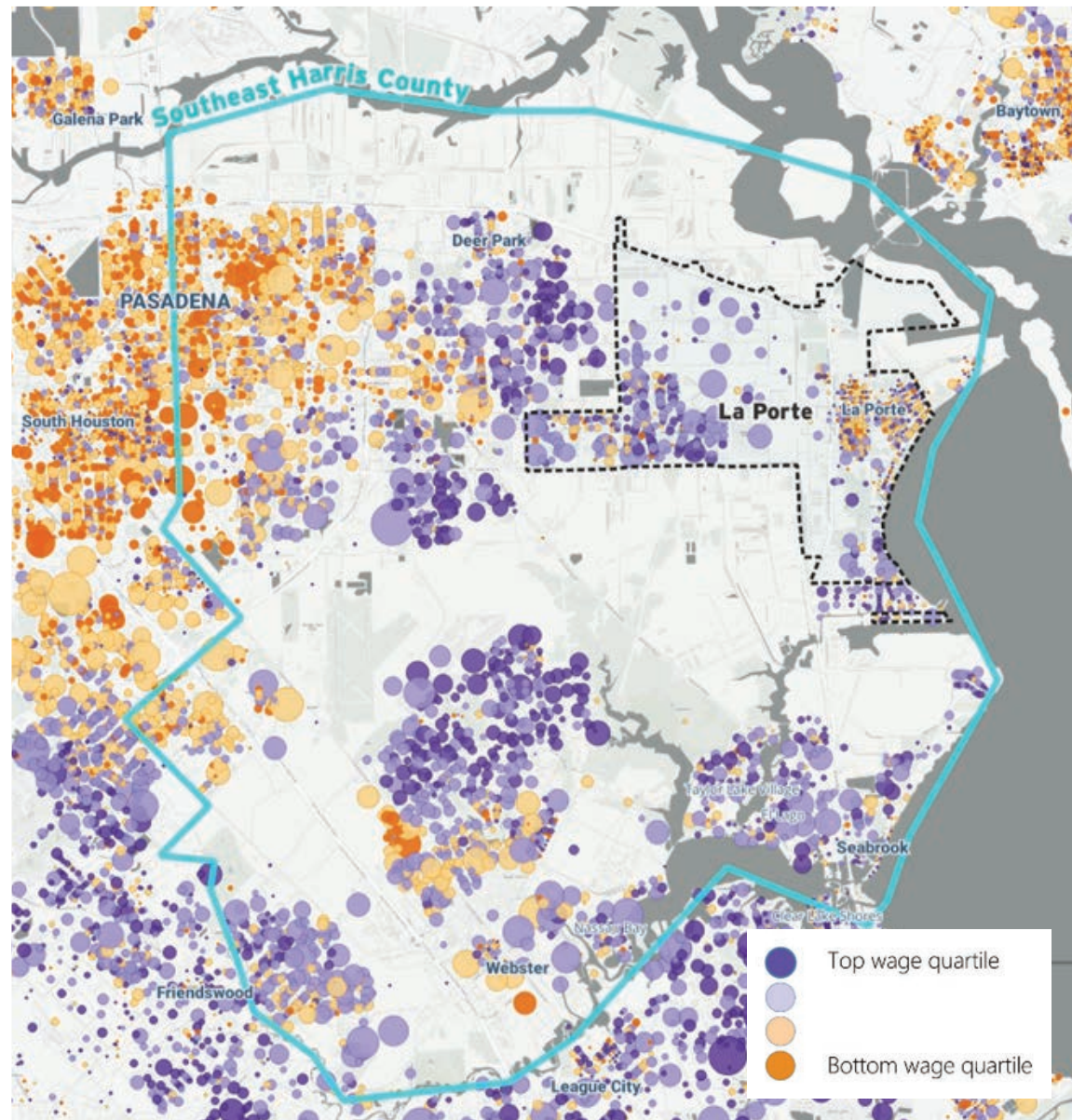


Going back to 2000 and comparing against an expanded group including other nearby cities, La Porte's population has grown by 12 percent in total - more cumulative percentage growth than its neighbor, Pasadena (5 percent), but less than the U.S. overall, which is tied with Deer Park at 18 percent.

Map 18 shows the geographic distribution of (employed) residents in the region, with dots sized to show density and shaded to represent relative wages (purple is highest). For the most part, La Porte residents are in the upper half of regional wages, with some exceptions generally clustered toward Downtown.

Outside La Porte, wages generally skew lower towards Pasadena and higher to the south toward Clear Lake, Friendswood, and League City. Large gaps are evident where natural and industrial features limit residential density entirely.

La Porte's income and education profile is typical of an area with a strong blue-collar industrial presence, with far higher median household incomes than the metro area and nation as a whole despite having a much lower share of adults with four-year college degrees. Quality vocational and on-the-job training in this job environment can translate well into steady, high-paying work.



**Map 18.** Population Density and Resident Wages by Quartile, La Porte Area

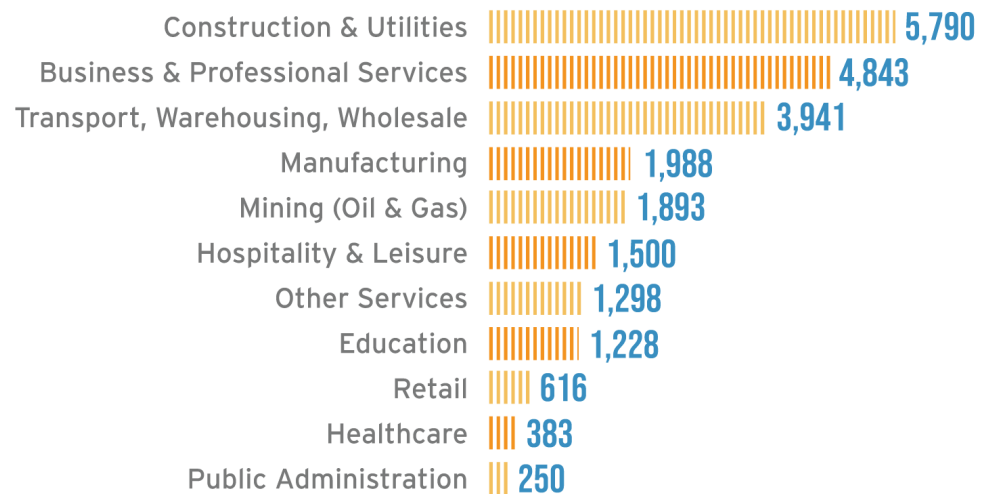
## EMPLOYMENT CONDITIONS

Employment in the U.S. dipped briefly during the height of COVID-19 in 2020 but has rebounded to new heights in 2021 and 2022, with local Houston-area jobs following suit. Unemployment is near historic lows both nationally and regionally (3.3 percent nationally, 4.3 percent for Houston Metro in September 2022). While that is generally positive for job-seekers, the tight labor market creates hiring and retention problems for employers and contributes to the wage side of the on-going inflation crisis.

La Porte establishments employ approximately 24,000 workers, representing 11.4 percent of the Southeast Houston submarket. From 2014 to 2019, La Porte employment increased by a robust 4.3 percent annually, faster than the already impressive 3.5 percent annual growth across the Southeast Harris County submarket.

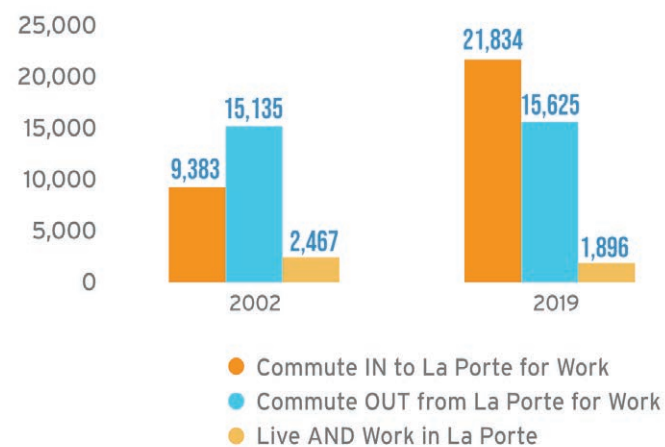
As shown in Figure 19, La Porte's employment mix is made up primarily of the construction, professional services, and logistics sectors involved in the chemical manufacturing as well as port distribution industries. Unlike other markets where construction jobs are concentrated in homebuilding, La Porte's construction employment is more likely

**Figure 19.** La Porte Workplace Employment by Industry Group, 2019



Source: LEHD On the Map, based on 2019 estimates (latest available)

**Figure 20.** Shifting La Porte Commuting Patterns, 2002 to 2019



Source: LEHD On the Map, based on 2019 estimates (latest available)



to be engaged in building and maintaining industrial facilities for manufacturing or logistics firms.

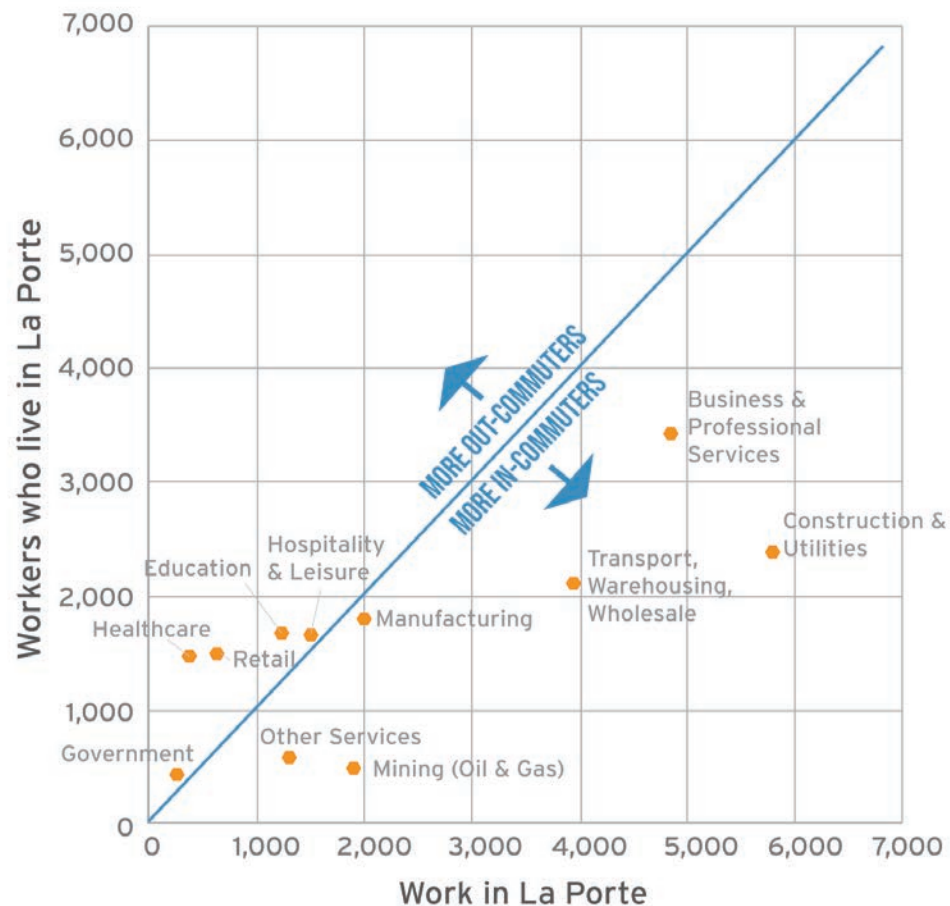
Workplaces in La Porte have become increasingly dependent on workers commuting in from outside the City, as shown in Figure 20 on page 96. This dynamic is generally undesirable as it detracts from the quality of life for workers having to commute long distances, reduces the sense of civic ownership that comes from having a workforce made up largely of local residents, and adds to traffic congestion.

Reliance on out-commuting is particularly high in the construction, manufacturing, logistics, and professional services (primarily engineering-related) industries, as shown in Figure 21. Conversely, but to a lesser extent, La Porte houses more healthcare, retail, and education workers than its local firms employ - fueling net out-commuting in those industries.

To the extent that La Porte can attract more workers willing to both live and work in the City (primarily through quality-of-life and transportation improvements), both in-commuting and out-commuting impacts can be reduced over time. Encouraging a housing mix that is better tailored to those workers and providing civic amenities with broad appeal can help in that regard. It is also possible that persistently higher gasoline

prices may increase demand for housing located closer to places of work in general.

**Figure 21.** La Porte Industry Employment Levels by Place of Residence and Place of Employment



Source: LEHD On the Map; and Leland Consulting Group

# RESIDENTIAL MARKET

Market demand for new residential development has been unusually strong in recent years, driven by exceptionally high multifamily absorption. The residential market, both in the Houston metro area and throughout the urban U.S., is characterized by high demand and insufficient supply production. This dynamic resulted in low vacancies (especially in the single-family market) and spiraling home prices and rents.

Residential development activity in La Porte was relatively slow during the 2009 to 2012 recession period but has again ramped up in the years since, with record housing permit years in 2019 through 2022 - averaging just over 400 annual permits, driven by an especially active multifamily market in 2019 and 2020, as illustrated in Figure 22.

**Figure 22.** La Porte Building Permit Activity, 2000 to 2022

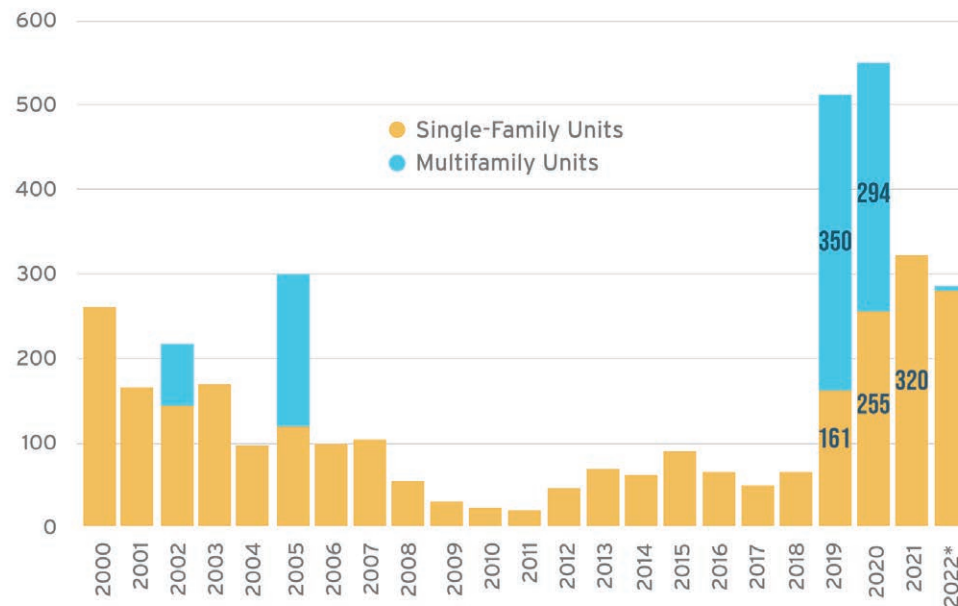
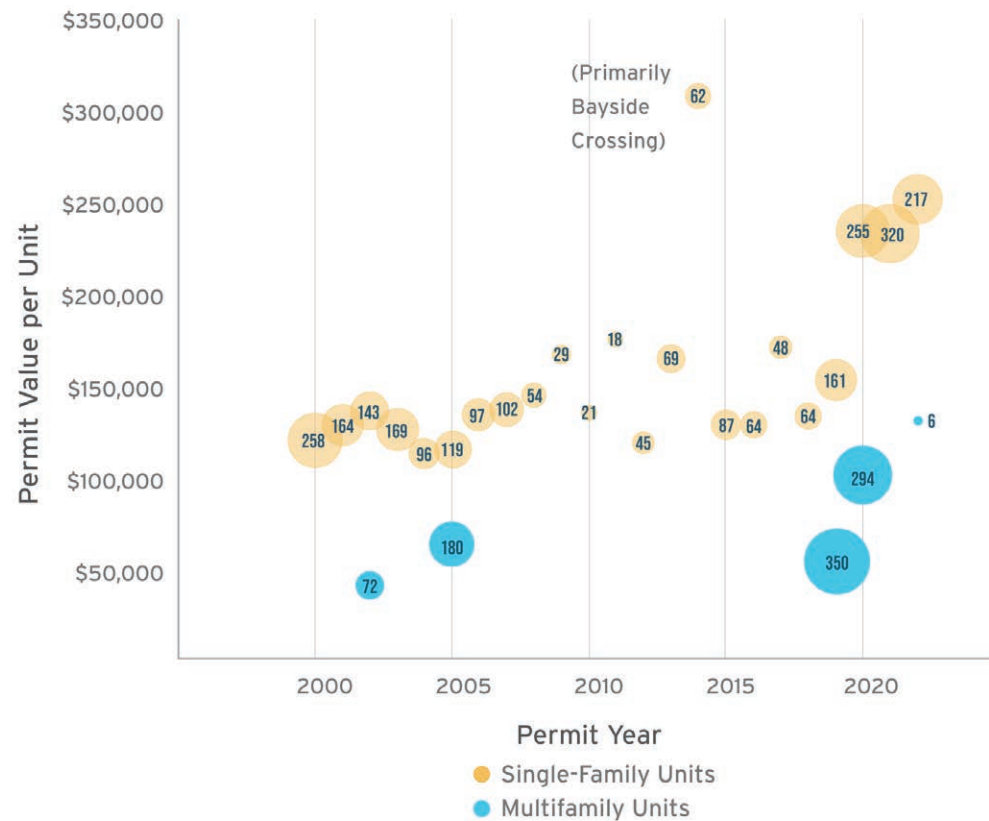


Figure 23 shows the same building permit activity data for La Porte, with the height of each circle representing the average valuation per unit of the homes constructed in that year (with no adjustment for inflation). The size of the circle and label indicates the exact count of units, and the color indicates single-family versus multifamily (2+ units in a building).

With the exception of a relatively exceptional year in 2014 when 62 higher-end homes were built in Bayside Crossing, valuation for single-family construction from 2000 to 2019 held steady within a range between \$100,000 and \$175,000. Permit valuation for 2020 jumped along with the market-wide rise in home resale pricing, surpassing \$250,000, on average, in 2022.

Per-unit construction valuation for multifamily housing averaged less than half of single-family values in 2002 and 2005, with that value gap widening for the 600 multifamily units permitted in 2019 and later.

**Figure 23.** La Porte Building Permit Activity by Type and Valuation, 2000 to 2022



Source: U.S. Census Building Permit Survey

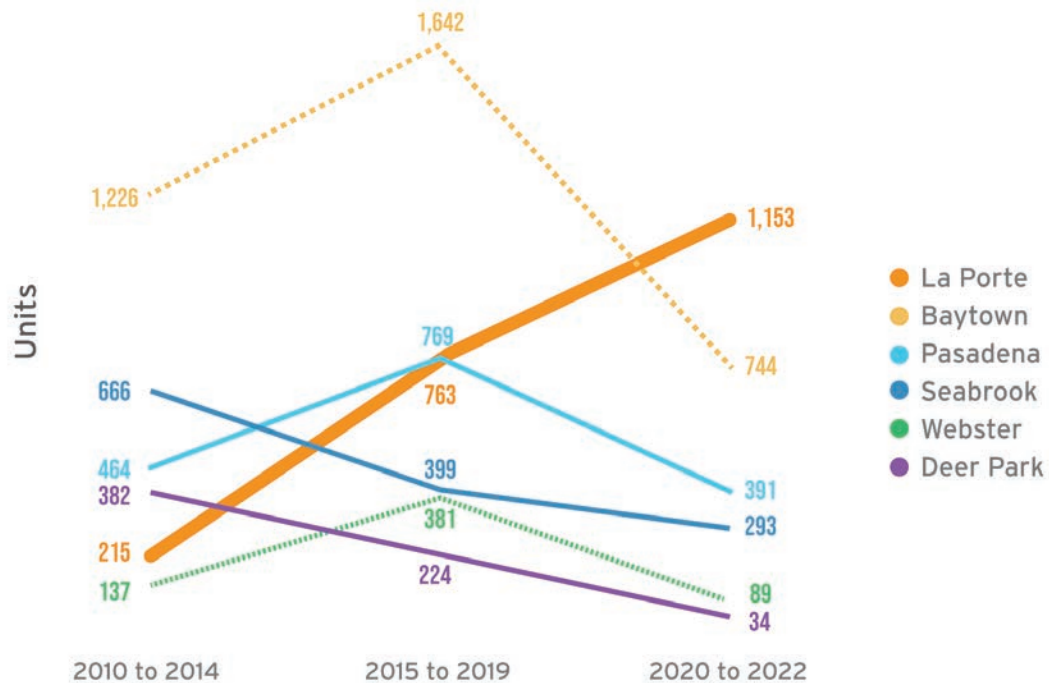




Figure 24 compares the permitting activity of La Porte with that of nearby cities. Comparisons are limited to cities with active permitting (more than five units annually) and, with the exception of Baytown, are all within the Southeast Harris County submarket used in this report.

The comparison is striking in that, despite the much larger overall sizes of Baytown and Pasadena, and the impressive population growth in Seabrook since 2000, La Porte has issued the most permits (1,153) over the past three years, by far, than any nearby comparison city. In fact, only La Porte issued more permits in the three years from 2020 through 2022 than in the two prior five-year periods.

**Figure 24.** Building Permit Volumes Since 2010, La Porte and Comparison Cities



Source: U.S. Census Building Permit Survey





## SINGLE-FAMILY SUPPLY CONDITIONS

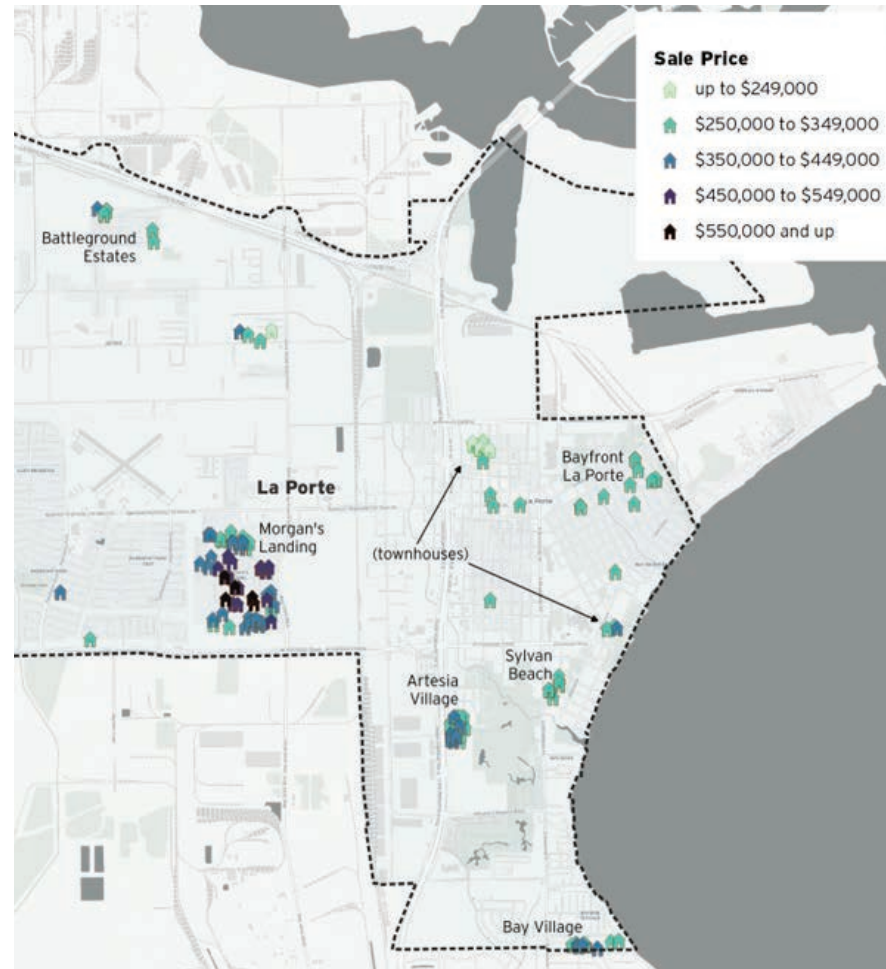
Houston's perennially hot housing market was stronger than expected in 2020, set records in 2021, and remained robust in early 2022, but since early fall 2022, both Houston and the nation began to see signs of a general market slowdown. Higher interest rates, higher home prices, and greater economic uncertainty gave way to stagnant or falling prices and mounting inventories and sellers began opting to wait for signs of stability.

According to the Houston Area Realtors (HAR), single-family sales in December 2022 slipped by a third compared to December 2021. However, most industry experts do not foresee as much of a prolonged dip in pricing or sales as was seen in the 2009-10 national recession or even the 2014 regional downturn driven by the fracking industry bust period.

La Porte has historically been a good value in terms of housing costs relative to other Houston Metro options. However, even with the current slowdown, the dramatic rise in home prices over the past two to three years, when coupled with rising mortgage interest rates and general inflation, is leading to affordability problems for prospective buyers even in lower cost cities like La Porte.

The relative locations of recent single-family and townhome sales are shown in Map 19 - well distributed around town. With the exception of a few townhouses anchoring the affordable end of the price

scale, most newer homes have been sold in the \$250,000 to \$450,000 range. The concentration in Morgan's Landing has a wide mix of prices including the only new homes above \$450,000.



**Map 19.** Recent Single-Family Home Sales, New Construction (Post-2019), by Price

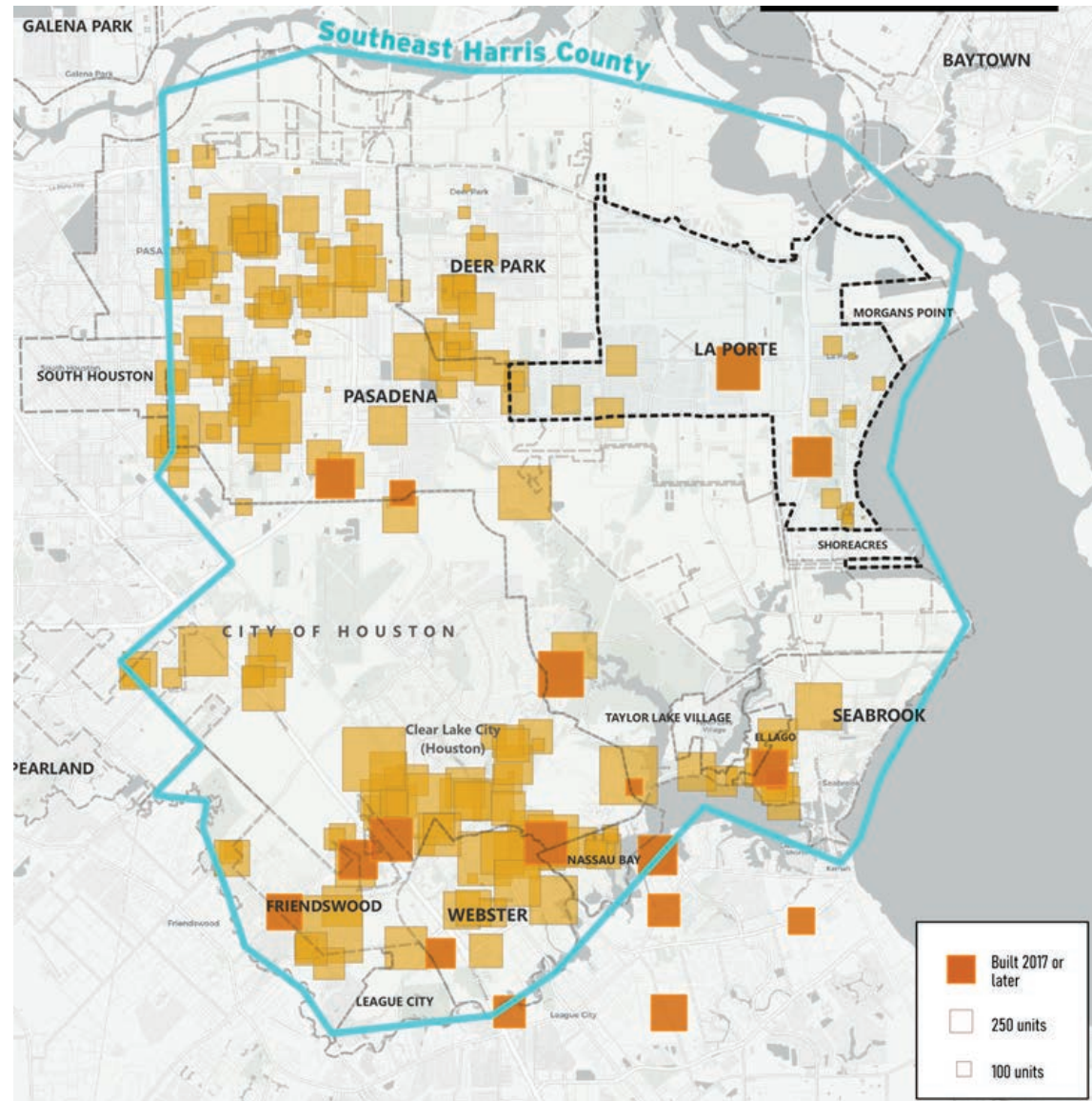
Source: U.S. Census Building Permit Survey

## MULTIFAMILY SUPPLY CONDITIONS

Map 20 shows the location of existing and recently constructed multifamily apartments in La Porte and the surrounding Southeast Harris County area.

Post-2017 construction is highlighted in darker orange, including the two major apartment complexes recently completed in La Porte - the 350 unit project at Morgan's Landing completed in 2020 and the 294-unit Hawthorne at Bay Forest project completed in 2021.

The area's multifamily inventory is concentrated most heavily in Pasadena and southwest of La Porte across northern Friendswood, Clear Lake City, Webster, and into western Seabrook. Most standing inventory in Pasadena is of older construction. Newer construction and pipeline activity is most prevalent in those areas to the south.



**Map 20.** Multifamily Inventory, Southeast Harris County, Highlighting Recent Construction

Source: CoStar and Leland Consulting Group

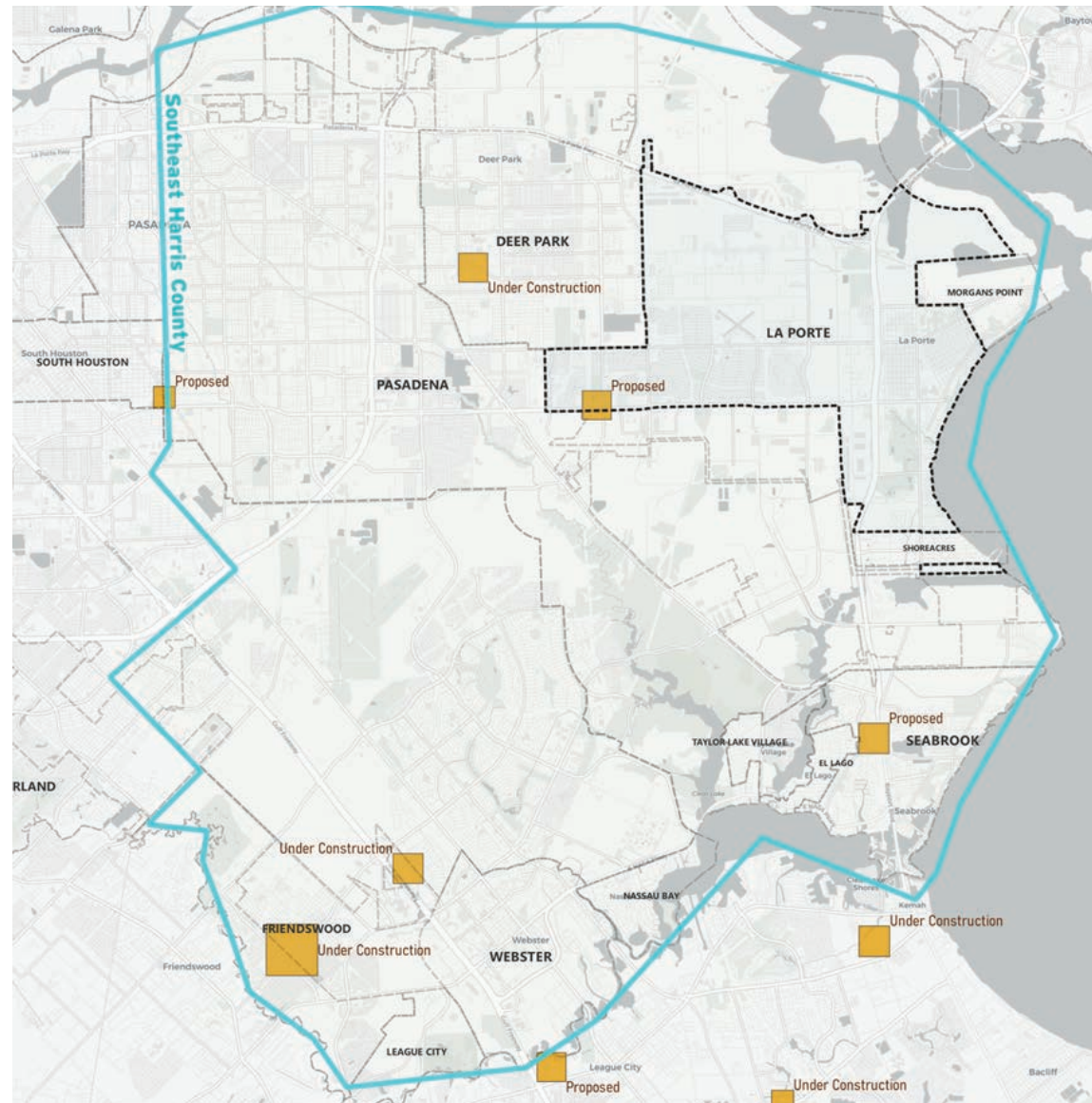


Map 21 shows the locations of apartments in the development pipeline - either under construction (as of Fall 2022) or proposed.

A 295-unit project, all one-bedroom units (Hawthorne at Fairmont), is proposed for the west side of La Porte, on Fairmont Parkway just south of the ballfields at Pecan Park.

The largest proposed competitive complex in the area is an 850-unit proposed project in north Friendswood. Deer Park and Seabrook each have one large proposed project (298 and 322 units, respectively).

Although the need for rental apartments may rise as higher mortgage rates keep for-sale housing out of reach for many, it is not uncommon for one or two proposed projects to fall by the wayside in a recessionary period, should one materialize.



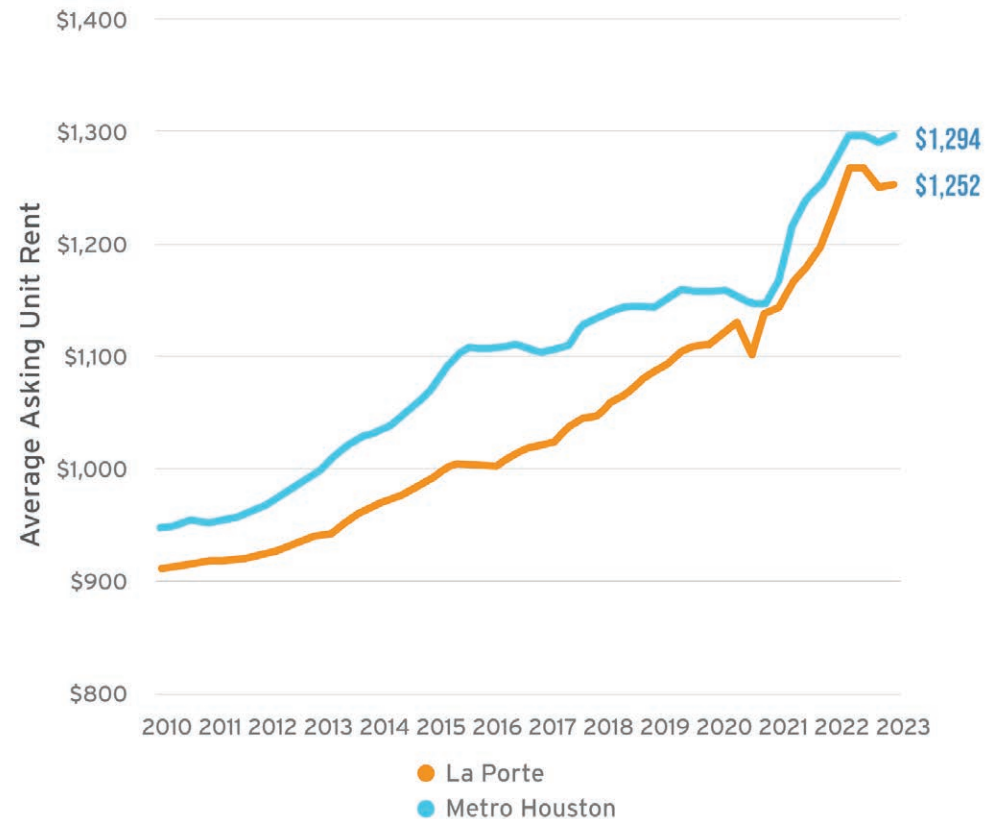
**Map 21.** Multifamily Pipeline Projects, Southeast Harris County Area, Fall 2022

Source: CoStar and Leland Consulting Group

Figure 25 shows average La Porte asking rents tracking along just below the Houston Metro average. The addition of the two large, somewhat upscale apartment projects in La Porte in 2020 and 2021 has brought the two averages closer together than in previous years.



**Figure 25.** Average Multifamily Asking Rents, La Porte and Houston Metro, 2010 to 2022





## RESIDENTIAL DEMAND

To arrive at a reasonable forecast of housing demand to inform comprehensive planning efforts, was assumed a 1.0-percent annual citywide household growth rate over the coming decade. This is slightly above La Porte's average annual growth over the past decade (0.9 percent) but is conservative when viewed against recent record-setting permitting activity.

Beginning with a 2022 base year count of approximately 13,606 households, this growth rate assumption yields an increase of 1,423 households over the course of ten years.

Housing unit growth should be slightly higher than household growth to allow for a comfortable vacancy rate and some limited demolition activity. This 10-year production need is estimated at just under 1,500 units.

That need can be distributed across household income groupings and typical owning versus renting behavior, assuming relatively steady resident incomes and household sizes (consistent with the past decade). Because of for-sale housing affordability pressures, a slight growth in the percentage of renters within La Porte is assumed, from 26 percent currently to just over 28 percent for the forecast period.

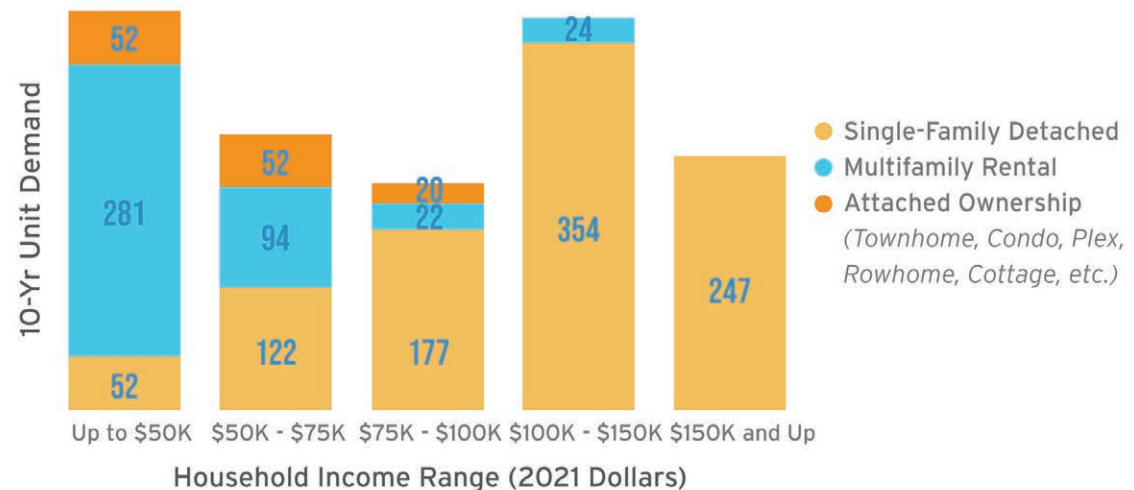
This calculation results in estimated demand of 420 rental units and 1,075 ownership units over the coming decade.

Comparing this to estimated growth (using similar calculations) across the larger Southeast Harris County area suggests that La Porte would need to capture a 22-percent share of housing growth in the submarket.

There are a few sites with residential development possibilities, including the parcel east of Morgan's Landing (where environmental concerns must be

overcome) and near the intersection of McCabe and Highway 146 (where there are infrastructure challenges). There may also be smaller scale, but more compact, mixed-use possibilities near the Five Points park/plaza area and even smaller, more opportunistic redevelopment opportunities elsewhere along Main Street, given appropriate zoning flexibility. Such developments could add variety and character, boost pedestrian activity downtown, and help curtail increasing dependence on in-commuting.

**Figure 26.** 10-year La Porte Housing Demand



Source: U.S. Census and City of La Porte

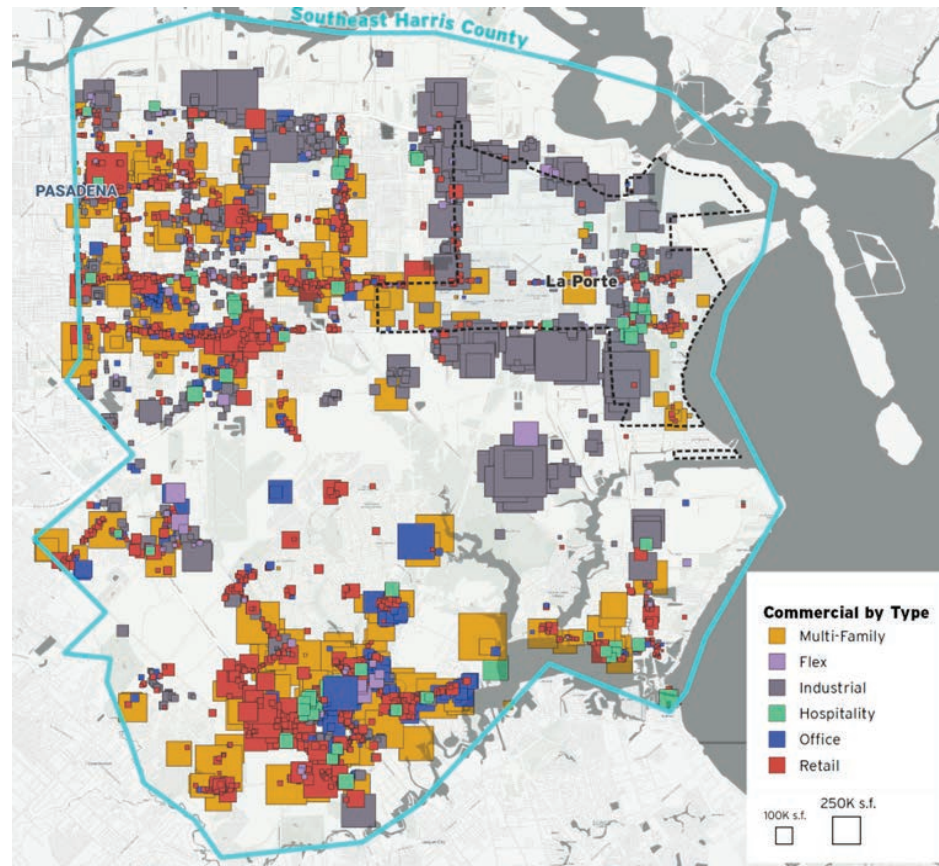
## COMMERCIAL AND MULTIFAMILY REAL ESTATE MIX

Map 22 shows the local geographic context of commercial properties (including apartments) in La Porte and the surrounding Southeast Harris County area. As illustrated, the bulk of the area's large-scale industrial development can be found in a ring around La Porte, with some smaller industrial properties in the City's interior along State Highway 146. Some brief facts on La Porte's mix of commercial and multifamily real estate include:

- Approximately one-half of the 50.2 million square feet of industrial space in the Southeast Harris County area shown can be found in or around the perimeter of La Porte.
- Highway 146 is also home to La Porte's concentration of hospitality properties, where about 85 percent of the City's 1,050 hotel rooms can be found near the highway's intersection with Fairmont Parkway.
- La Porte has almost no office development, with those uses primarily clustered locally around the Clear Lake/Webster area to the south of the City.
- La Porte has just over six percent of the 24.2 million square feet of retail space found in Southeast Harris

County, as larger-format retailers are drawn to Pasadena (especially around Macroplaza Mall and the Fairmont Parkway interchange with the Sam Houston Tollway) and to the Clear Lake/NASA vicinity, centered around Baybrook Mall.

- Multifamily developments are clustered in those same areas within the region, with some five percent of area apartments (2,300 units) falling within the La Porte City limits.



**Map 22.** Commercial and Multifamily Properties, La Porte and Southeast Harris County

Source: CoStar and Leland Consulting Group

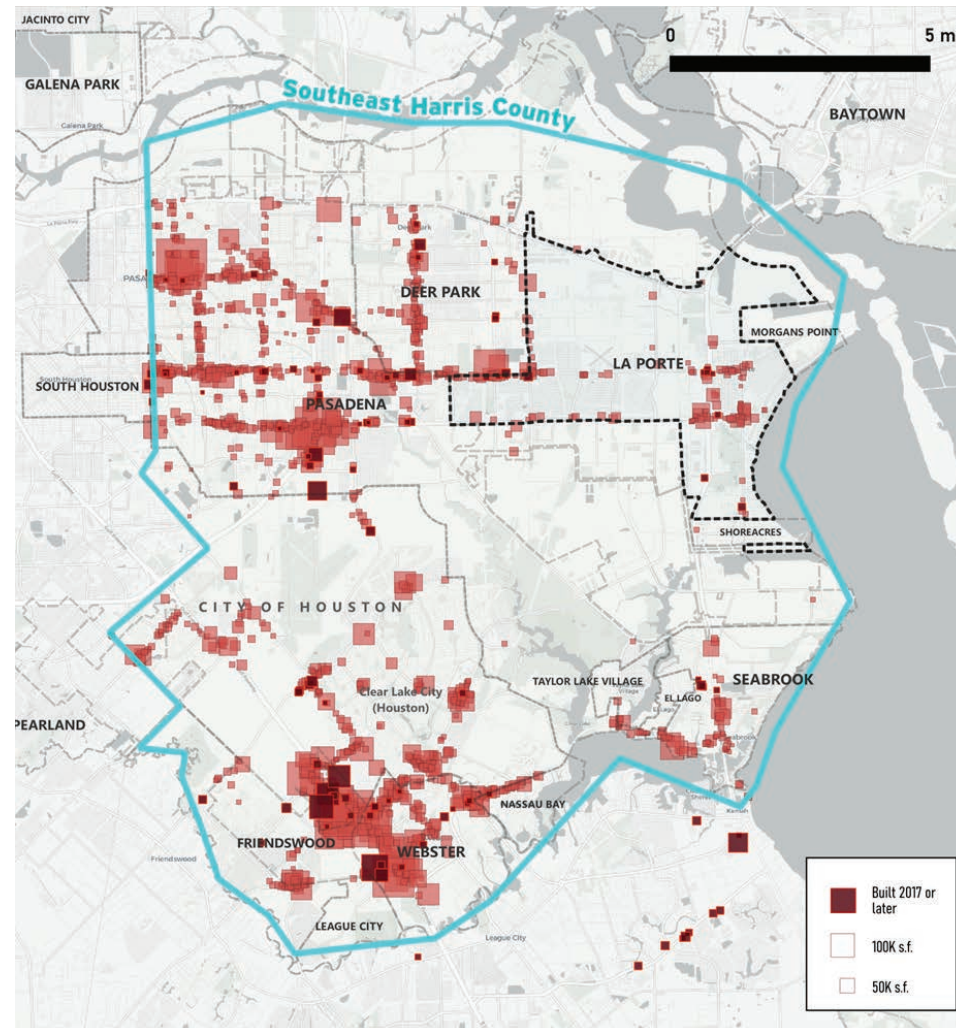
# RETAIL MARKET

## RETAIL SUPPLY CONDITIONS

In the long term, “brick and mortar” retailers in Houston and across the country are busily adapting to the on-going threat of online retailers like Amazon - looking for ways to accentuate and leverage the experiential aspects of shopping and dining in ways that online vendors cannot. This trend is particularly relevant to walkable commercial districts like historic main streets that can offer a desirable sense of place for shoppers and diners. From the perspective of municipalities like La Porte, this can yield important quality of life benefits for local residents and employees while increasing retail resilience against internet competition.

As shown in Map 23, La Porte is home to considerably less retail than its neighbors to the west and southwest. The City had 1.6 million square feet of standing inventory, or just over six percent of the 25.2 million square feet across Southeast Harris County overall.

Of that La Porte total, just 65,000 square feet was of recent (post-2016 construction), compared to about 1.3 million square feet across the Southeast Harris County area.



**Map 23.** Existing Retail Inventory, La Porte and Vicinity

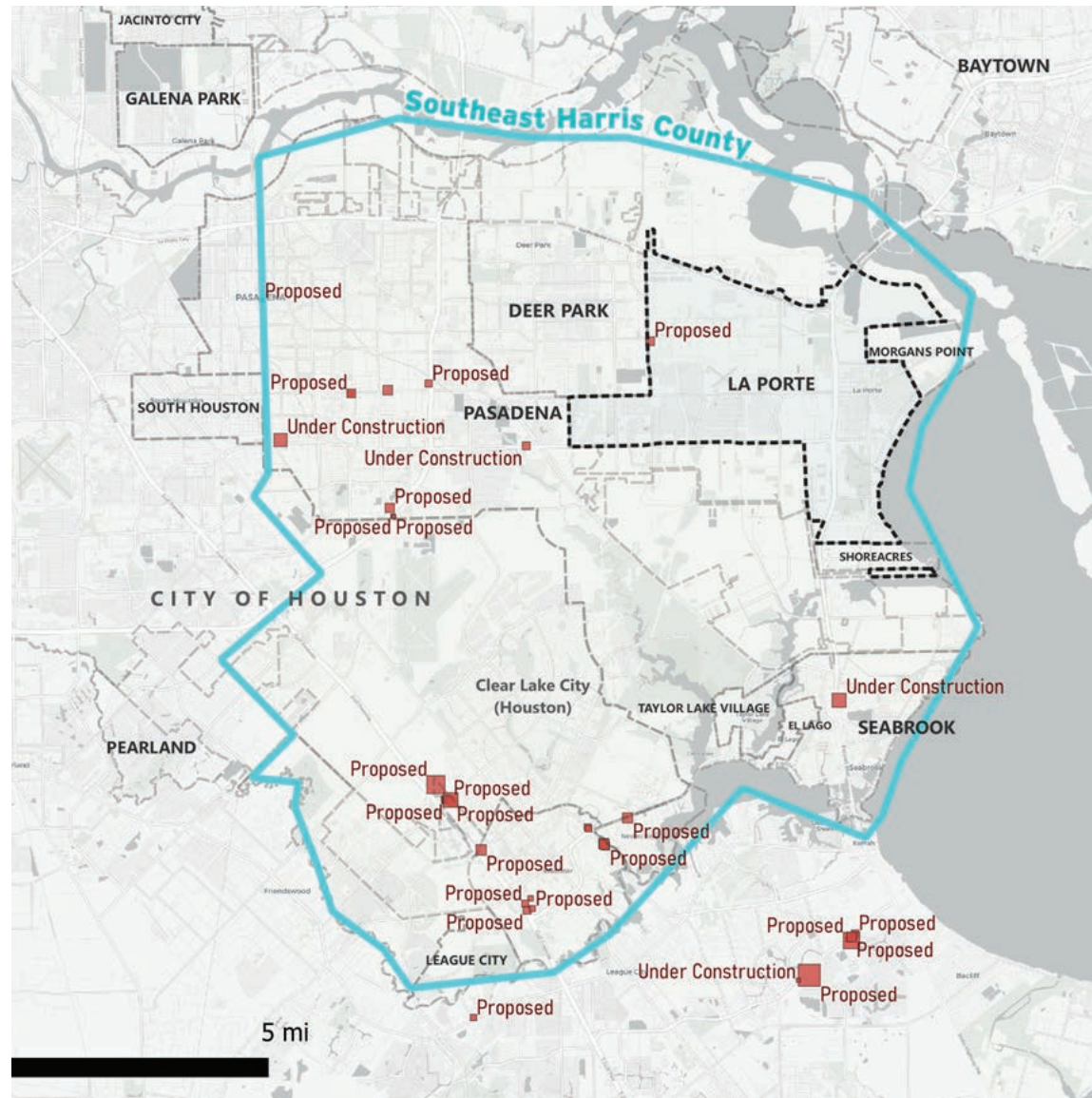
Source: CoStar and Leland Consulting Group



In comparison, the City of Seabrook has just over 900,000 square feet of retail space, of which just 29,000 square feet was of recent construction.

Both La Porte and Seabrook have the disadvantage of reduced overall population density within a given radius due to adjacency to the Bay. Local and regional retailers tend to prefer inland locations, except for certain specialty stores and dining establishments that can benefit from the added sense of place provided by waterfront locations. A pipeline retail projects, either under construction, planned, or proposed, is shown in Map 24. Just one 10,000 square foot proposed project is within La Porte's boundaries, with most pipeline activity found in competitive areas located in the Clear Lake City/League City area to the south or in Pasadena to the west.

Again, La Porte's physical characteristics - adjacent to Galveston Bay, surrounded by pockets of heavy industry, and generally lower density in terms housing -- present a challenge for prospective retailers who require certain minimum rooftop densities (e.g., population within a 3-mile radius) in their site-selection process. As such, most chain tenants will continue to locate further out toward Pasadena and Clear Lake.



**Map 24.** Retail Supply pipeline, La Porte and Southeast Harris County

Source: CoStar and Leland Consulting Group



## RETAIL DEMAND

Retail demand follows growth in market area households, with some additional demand for dining, groceries, and personal services expected due to increases in employment, on the assumption that commuting workers residing outside the City will spend at least some amount locally, especially during the lunch hour.

Typically, this employment-based demand is assumed to come primarily from office workers, with industrial employees tending to bring a lunch or eat in some in-facility commissary. However, based on Placer visitation data and discussions

with local restaurant owners, lunchtime business is generated by both office and industrial workers.

Placer is a subscription data provider using anonymous cell phone tracking data to gather a wealth of valuable information on visitor foot traffic. Any individual store, shopping center, or district can be analyzed for daily or weekly visitor counts, prevailing time-of-day and day-of-week visitation patterns, and trip-chaining behaviors. Using this geographic data on customer home and work locations, the true “trade areas” for stores in the study area and at key competitive locations can be generated.

LCG estimates total 10-year retail and dining demand ranging from 60,000 to 90,000 square feet, due to anticipated household growth of approximately 1.0% annually. This new demand is spread across many store categories, however, and may come in the form of many smaller tenant additions rather than a major new retail center or big box store.

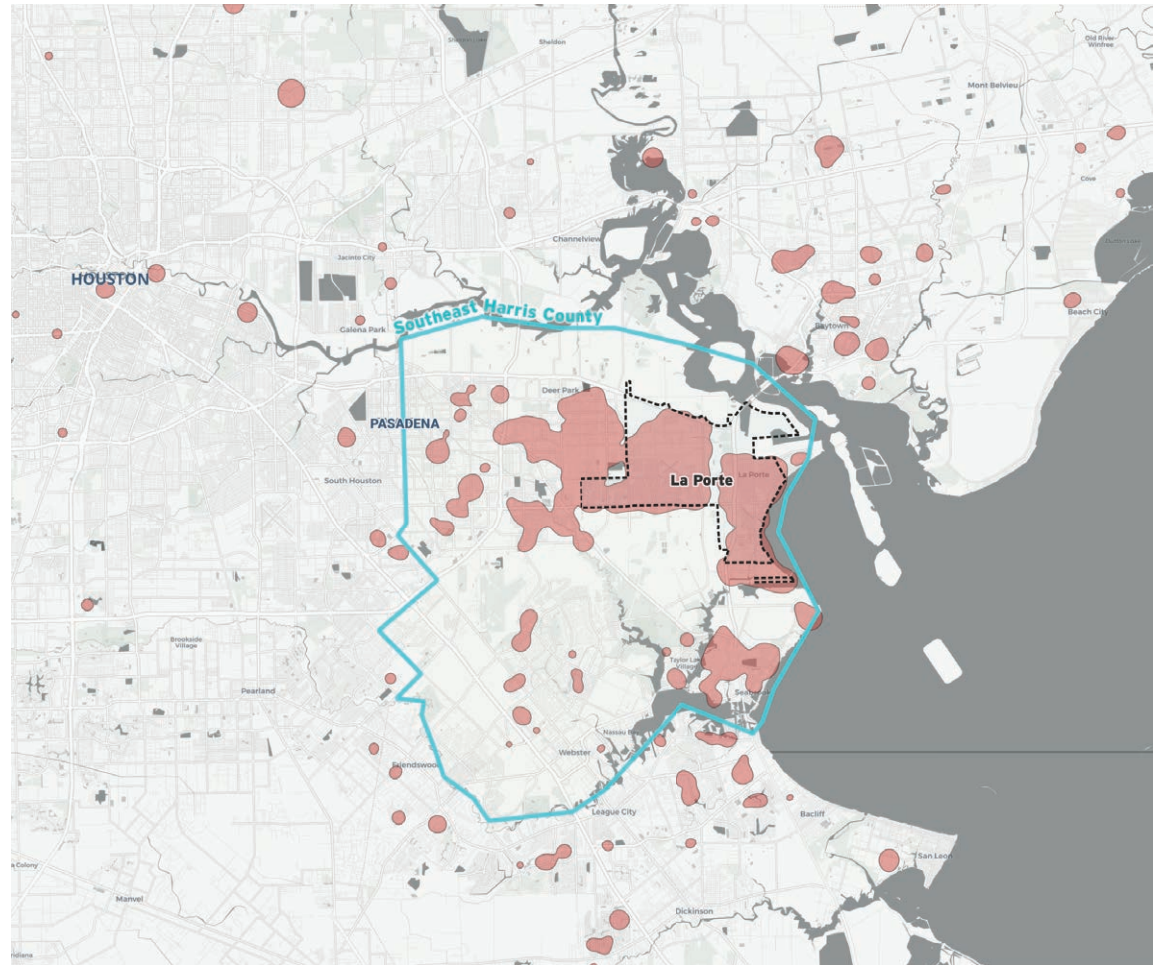
As a result of this demand, the assumption is that industrial employment growth could add as much as 15,000 to 25,000 square feet of additional demand, primarily in the form of dining and personal services, but also helping to bolster some grocery demand.



## THE IMPORTANCE OF EXPERIENTIAL RETAIL

The share of Amazon and related delivery-based retail jumped during COVID-19 shutdowns and then largely receded -- but online sales have resumed growth and continue to create risk for brick-and-mortar retailers everywhere. Dining, specialty shops, and other retail categories where direct physical/sensory experiences are important appear to be most resistant to online competition, meaning that retail/dining districts like Main Street in La Porte may have an advantage over big box-dominated centers - but that advantage needs to be leveraged with design and amenity investments like streetscaping, creative merchandising, outdoor seating, and other placemaking enhancements that accentuate the experience.

La Porte's unique, independent Main Street restaurants have a proven ability to draw loyal customers from a wider market area than typical retailers. As an example, Map 25 shows the actual trade area for El Toro (a Main Street restaurant) - based on where 75 percent of visitors reside (weighted by frequency of visits).



**Map 25.** Trade Area (Visitor Home Locations) for El Toro Restaurant on Main Street, La Porte

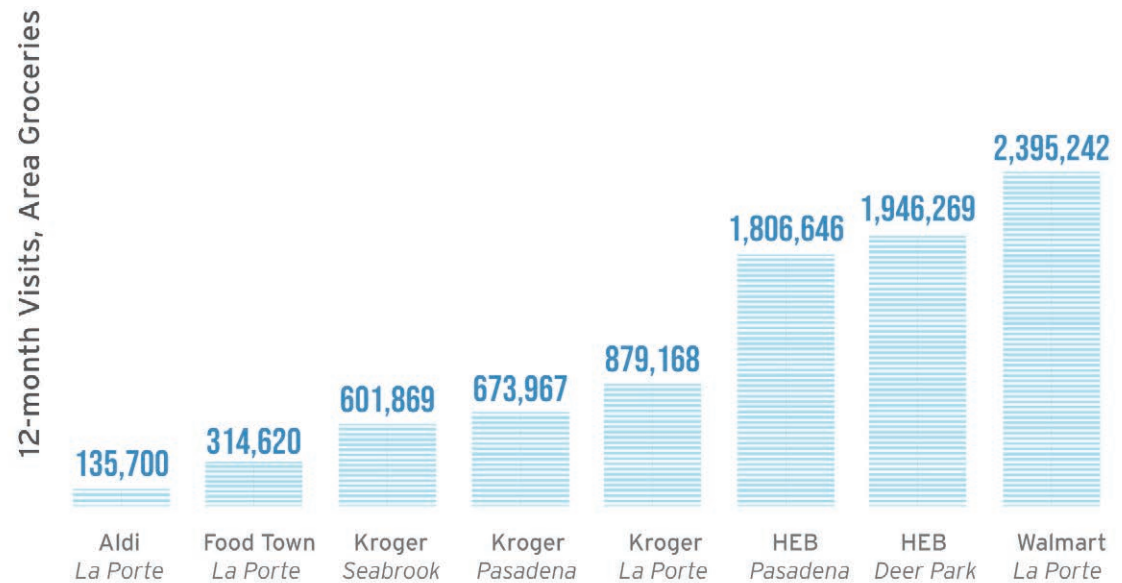
Source: Placer.ai; and Leland Consulting Group

## RETAIL LEAKAGE AND VISITATION

With the exception of categories like apparel and home furnishings, where spending is drawn to major malls and regional centers, La Porte actually has very little net leakage of retail spending to stores outside its boundaries. In other words, for most store categories, La Porte has a measurable surplus in the amount of retail sales taking place within its boundaries relative to the combined spending potential of its resident households. While many La Porte residents regularly shop outside the City limits for goods and services, that leakage is generally more than made up for by how much non-residents spend in La Porte (again, except in the case of department stores, apparel, and home furnishings, where there is some moderate net leakage).

Figure 27 shows a comparison of annual visits, based on Placer foot traffic data, for seven different grocery stores that are either in La Porte or that draw a substantial number of La Porte residents as customers. It also shows foot traffic from the La Porte Walmart for comparison, which is a major grocery store. The Kroger comparison alone illustrates the strength of the La Porte location relative to nearby same-chain comparisons.

**Figure 27.** Visitation Statistics for Supermarkets in La Porte and Neighboring Cities, 2021



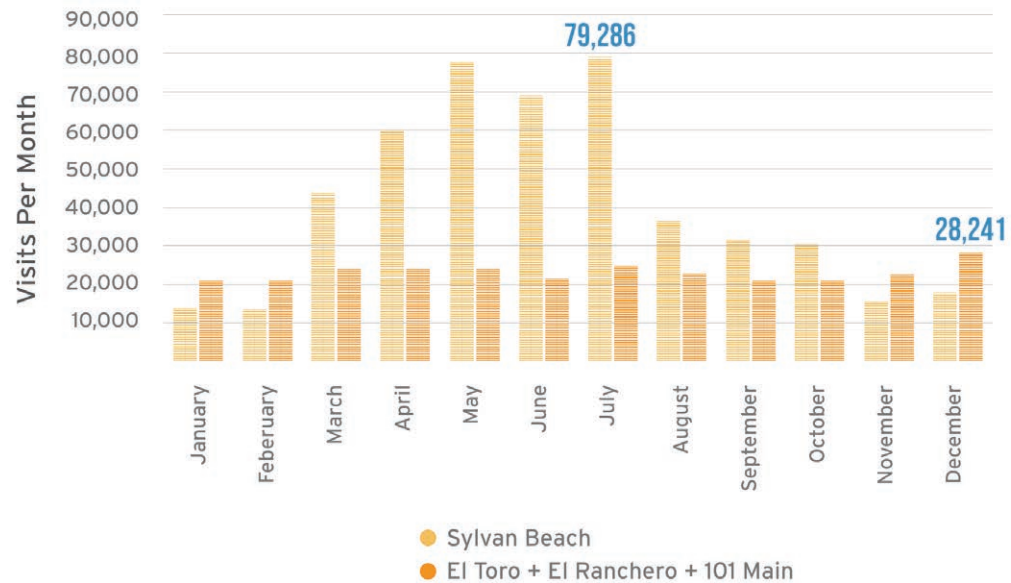
Source: Placer.ai and Leland Consulting Group



Figure 28 illustrates the impressive foot-traffic generation potential of La Porte's Sylvan Beach. Over 2021, with the exception of four winter months, Sylvan Beach consistently generated more monthly visits than the three most active Main Street restaurants combined. In the peak season from May to July, the beach drew between 69,000 and 79,000 visits each month, more than triple the visits to the three restaurants.

Analysis of the home origins of these visitors shows the attraction drawing visitors from across the entire Houston metropolitan area. Visitor draw is particularly high in census areas with below average income, suggesting that for many, Sylvan Beach is an affordable "stay-cation" destination that can be visited multiple times per year. The attraction power of Sylvan Beach represents a potential retail opportunity - adding one or more dining or small convenience goods shops in the immediate vicinity of Sylvan Beach to take advantage of the consistently high visitation during Houston's extended warm months.

**Figure 28.** Visits to La Porte Attractions: Sylvan Beach and Main Street Restaurants, 2021



Source: Placer.ai and Leland Consulting Group





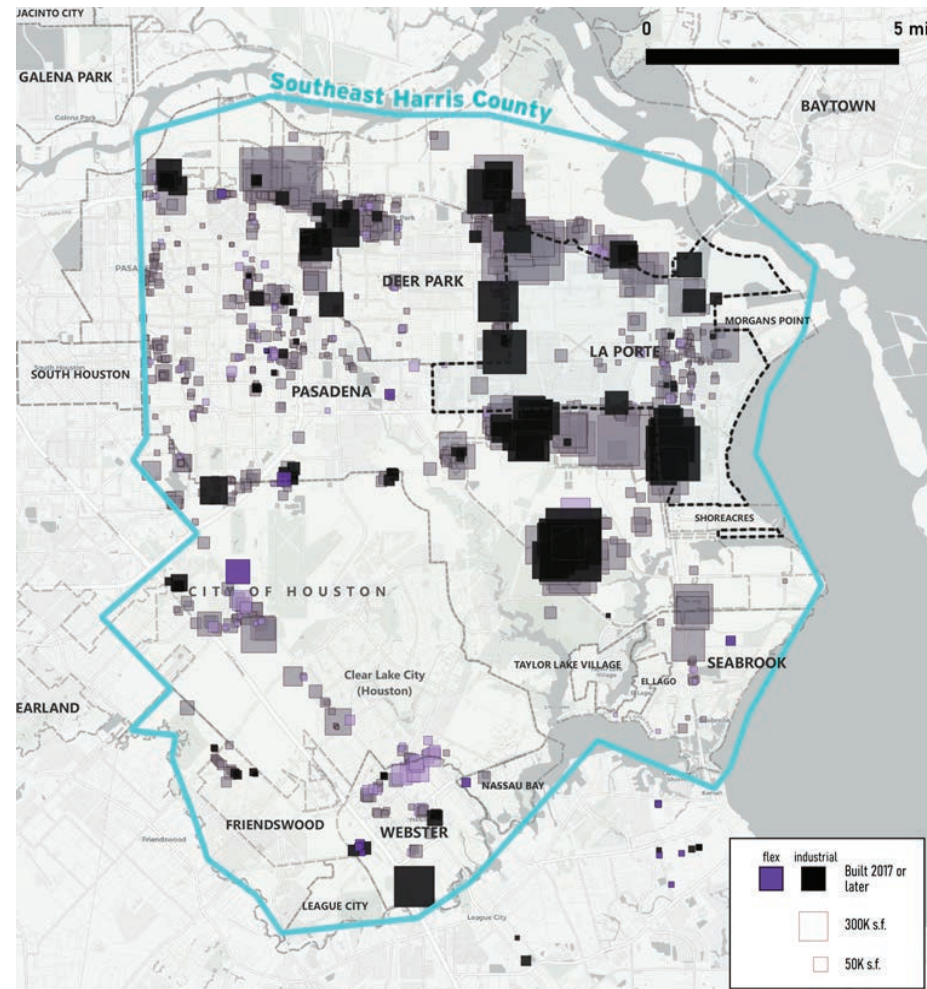
# INDUSTRIAL MARKET

La Porte industrial activity is largely driven by a mix of manufacturing, including large chemical plant operations, with generally well-organized and predictable operations/distribution, along with a large and growing concentration of relatively decentralized logistics activity in the form of independent trucking and smaller warehousing operations - mainly serving the diverse flow of container goods entering and leaving the Port of Houston.

La Porte is currently home to 14.0 million square feet of industrial and flex space, representing approximately 28 percent of the 50 million square feet in the Southeast Houston area overall (with just 10 percent of its population).

Although there is a strong industrial presence in La Porte, with nearly 14.0 million square feet of industrial and flex space combined, much of the industrial inventory associated with La Porte lies just outside the City along its north, west, and south perimeter.

Including this perimeter inventory, the La Porte immediate vicinity includes nearly 24.0 million square feet of space. This may even understate the level of industrial activity, since many heavy



**Map 26.** Industrial and Flex Inventory, Southeast Harris County, Showing Recent Construction

Source: CoStar and Leland Consulting Group

industrial facilities are made up of tanks, yard storage, and other structures not typically counted as leasable inventory.

Industrial development has been very active in the La Porte area. Almost 3.6 million square feet of all industrial and flex space within the City of La Porte was built in 2017 or later - more than a quarter of all standing inventory.

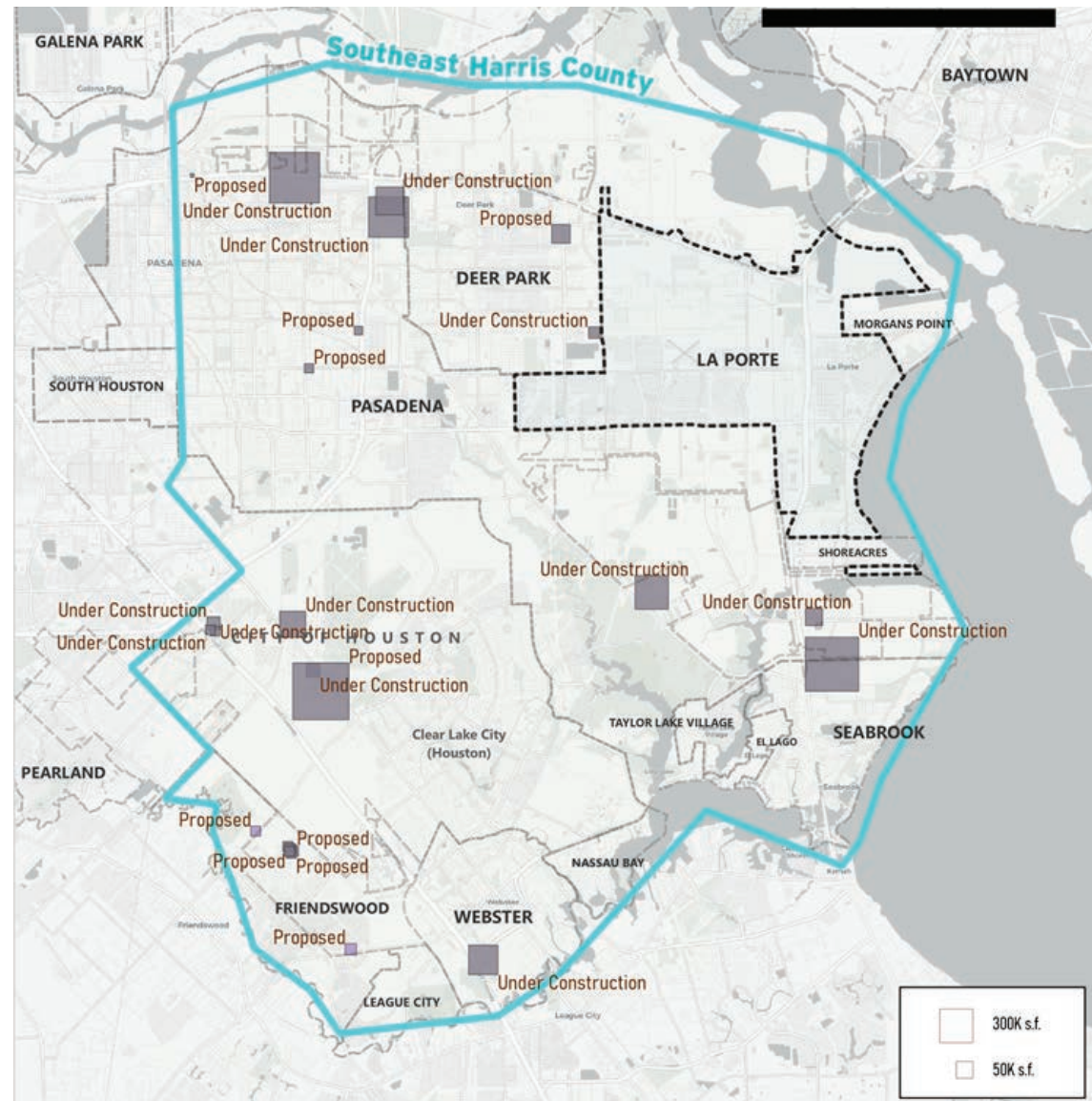
Including La Porte perimeter properties brings the total of recent (2017 or later) construction to 7.1 million square feet - or 28 percent of standing inventory.

## INDUSTRIAL/FLEX DEMAND

As shown in Figure 29 on page 115, based on overall 1.8-percent annual employment growth (with different rates across industry types, scaled based on state-produced forecasts for the metropolitan area), the Southeast Harris County area could add just over 41,000 jobs over the next decade.

With assumptions about usage of industrial space and square footage averages per employee across sectors, calibrated against known existing inventories, that job growth should lead to approximately 10.8 million square feet of new demand across the submarket.

Although it is difficult to predict the exact nature of future industrial demand,



**Map 27.** Industrial Supply Pipeline, La Porte and Southeast Harris County

Source: CoStar (mid-2022 data) and Leland Consulting Group

it is likely that La Porte will capture close to its historical share of Southeast Harris County industrial growth, or approximately one-quarter of the subarea total.

Based on those official projections of Houston Metro employment growth by industry category, inventory growth trajectory, and assumptions about typical square footage requirements per industrial employee, LCG estimates that the Southeast Houston submarket area could see 10-year growth in industrial demand of between 8.0 and 12.0 million square feet, of which La Porte could capture between 2.0 and 3.0 million square feet on a fair-share capture basis.

The loosely-organized and free-flowing nature of the independent trucking and warehousing activity around La Porte is clearly important to the regional economy but is increasingly a headache for residents and some local retailers in terms of traffic congestion, noise, air

pollution, and road quality.

It is difficult to accurately anticipate the form and timing future industrial demand, but La Porte will face important decisions on how best to locate new industrial activity, especially if it comes in the form of additional logistics (trucking and warehousing) activity, given the traffic and nuisance issues surrounding those land uses already.

One possibility for future industrial location may lie in pending decisions by Union Pacific Railroad to put their Strang Yard property (and potentially others) for

sale on the open market for development. Railroads are typically reluctant to give up land holdings, so this rare opportunity will need to be approached with care by both the City and prospective developers.

Finally, ongoing international conflicts are creating market dynamics that are difficult to predict, but that generally involve disruptions to global supply chains for petroleum and agricultural products. Likely impacts on La Porte and the Houston region may include increased demand and competition for domestic petroleum and petrochemicals.

**Figure 29.** Employment Growth Projections and Industrial Demand, Southeast Harris County

INDUSTRY GROUPS	2019 ESTIMATED JOBS	PROJECTED ANNUAL GROWTH	2022 ESTIMATED JOBS	2032 PROJECTED JOBS	10-YR PROJECTED JOB GROWTH	ESTIMATED PERCENT IN INDUSTRIAL SPACE	ESTIMATED INDUSTRIAL S.F. PER JOB	PROJECTED INDUSTRIAL DEMAND (10-YR)
Public Administration	5,171	0.6%	5,231	5,545	313	10%	500	15,655
Healthcare	19,002	2.1%	19,821	24,475	4,654	3%	500	69,816
Retail	17,171	1.2%	17,580	19,777	2,197	3%	500	32,948
Education	13,410	1.3%	13,750	15,580	1,831	3%	500	27,463
Other Services	6,419	1.6%	6,621	7,734	1,112	30%	500	166,826
Hospitality & Leisure	19,602	3.3%	20,911	28,888	7,978	3%	500	119,663
Mining (Oil & Gas)	4,438	1.6%	4,584	5,388	805	60%	600	289,635
Manufacturing	18,238	1.4%	18,761	21,610	2,849	95%	500	1,353,392
Transport, Warehousing, Wholesale	23,185	1.5%	23,908	27,877	3,968	90%	1,500	5,357,444
Professional Services	43,592	1.6%	44,961	52,482	7,521	5%	500	188,013
Construction & Utilities	37,504	1.9%	38,912	46,787	7,875	50%	800	3,149,852
Totals	207,732	-	215,041	256,143	41,102	-	-	10,770,706

*\*Based on official Houston/Galveston Region 2020-2030 Forecast*



# RECOMMENDATIONS AND STRATEGIES

In addition to providing a sense for the approximate expected quantities of future demand by land use type, the market analysis for La Porte indicates support for a number of strategic directions for housing and economic development:



## ENCOURAGE EXPERIENTIAL AND SMALLER-SCALE RETAIL

Encourage experiential and smaller scale retail that focuses on dining to improve the local quality of life and provide amenities for area employees. Such an approach relies on establishing a strong sense of place (with supportive public amenities) to help compete against online and big box retailers by enhancing the shopping and dining experience. Opportunity areas include Main Street, areas next to Sylvan Beach, and in a potential entertainment district near lodging concentrations at Fairmont Parkway and Highway 146.



## STRENGTHEN MAIN STREET REVITALIZATION

Strengthen Main Street revitalization efforts to capitalize on the existing experiential assets of Main Street and promote a critical mass of small-scale retail businesses. Assignment of an existing staff member or acquiring additional staff as a Main Street revitalization coordinator, at least on a part-time basis, could help support this initiative.



## CONSIDER HIRING AN ECONOMIC DEVELOPMENT DIRECTOR

Consider the cost-benefit trade-offs in hiring a salaried economic development director. Regional economic development organizations already work to attract and retain large industrial employers to La Porte and surrounding bay communities (and most La Porte employees will live outside the City). In addition, there may be a limited upside in the amount of new retail that can be attracted to La Porte, given the physical constraints on nearby rooftop density.





## PROVIDE FOR A RANGE OF HOUSING TYPES

Allow for a range of housing types that diversify La Porte's housing stock to meet the needs of growth and help to stem the trend toward increased commuting into the City.



## FACILITATE INNOVATIVE DEVELOPMENT APPROACHES

It is important to plan ahead for a housing development environment that provides creative approaches to the development of smaller and more challenging sites. While the predictions in this report represent reasonable targets for the initial decade of the comprehensive planning period, it is likely that land capacity constraints will begin to substantially slow the pace of residential growth in La Porte in later years without more flexibility and innovation in development.



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# 6

# IMPLEMENTATION



LA PORTE

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# INTRODUCTION

This section of the plan describes the implementation plan necessary to realize the recommended actions identified as part of the Comprehensive Plan. Implementation is an important part of the comprehensive planning process and can prove to be a challenge without the correct tools and resources in place. The implementation plan must be prioritized to guide short-term, mid-term, and long-term strategies in order to balance timing, funding, resources, and capacity.

The continued participation of all responsible entities will be crucial in implementing the recommended actions. There are multiple aspects of the plan that require participation by various parties, such as the adoption of regulations, administration of the development code, and partnering with different public and private organizations. Each individual or group involved with the Comprehensive Plan has a vital role to play in the implementation of the plan based on their authority or expertise.

## RESPONSIBLE ENTITIES

●	<b>CITY COUNCIL</b>
	The key responsibilities of the City Council are to decide and establish priorities, set time frames for when actions should be initiated and completed, and determine the financial resources to be made available for implementation efforts.
●	<b>PLANNING AND ZONING COMMISSION</b>
	The Planning and Zoning Commission is charged with making recommendations to the City Council regarding zoning and the Comprehensive Plan. In this role, the Planning and Zoning Commission acts as the connection between City Staff and City Council. It is important for the commission to remain knowledgeable about the Comprehensive Plan and to make sound recommendations in the best interest of the City.
●	<b>CITY STAFF</b>
	City Staff is involved in the most direct application of the Comprehensive Plan. They are responsible for administering the plan through the zoning ordinance, subdivision codes, and other regulations influenced by the Comprehensive Plan. City Staff works directly with developers and property owners to translate the vision in the Comprehensive Plan to the built environment through the administration of these ordinances.
●	<b>OTHER ORGANIZATIONS</b>
	Implementation of the Comprehensive Plan is not solely on City resources. Entities like private developers, federal agencies, or local nonprofit organizations are useful resources to implement specific recommendations of the Comprehensive Plan. These entities can provide resources and support for elements of the plan to assist the City in completing particular tasks. Partnerships can take the form of public-private partnerships (PPP), grant funding, establishment of programs, and other various methods.
●	<b>RESIDENTS/LA PORTE COMMUNITY</b>
	Community involvement is crucial at all stages of the planning process including after the adoption of the Comprehensive Plan. La Porte community can play an important role in ensuring that the recommendations of the Comprehensive Plan are being implemented by being proactive and communicating their concerns to the City Staff as well as the elected officials.

# MAINTAINING THE PLAN

## UPDATING THE PLAN

The Comprehensive Plan is intended to be a living document that allows for flexibility as the priorities of the community change. Over time there are changes in political, economic, physical, technological, and social conditions that influence the development of the City, and the Comprehensive Plan should be reviewed and regularly updated. If the plan is to reflect the goals of the community and remain relevant, it must be reviewed periodically to ensure the plan elements, policies, and recommendations are still applicable. There are two types of amendments to the plan: minor amendments and major amendments.

### MINOR AMENDMENTS

Minor amendments can be proposed at any time, such as specific changes to the Future Land Use Plan related to particular development applications or public improvement projects. Minor amendments can be addressed by the City as they arise or may be documented and compiled for a more thorough evaluation via an annual review process. For example, this is how and when the results of another specialized plan or study may be incorporated into this plan.

### MAJOR AMENDMENTS

More significant plan revisions and updates should occur no more than every five to ten years. Major updates involve reviewing the current conditions and projected growth trends; re-evaluating the policies and recommendations of the plan (and formulating new ones as necessary), and adding to, modifying, or removing recommendations in the plan based on their implementation progress.

## ANNUAL PROGRESS REPORTING

After adoption of the plan, it should be reviewed every year and a report prepared for the City Council. This annual review will ensure the plan does not remain static and amendments are made as needed. It is also important to ensure that policies and ordinances are consistent with recommendations of this plan.

## COMPREHENSIVE PLAN AUDITS

In addition to annual progress reporting, it is recommended that the City should conduct a thorough audit of the content

and outcomes of the Comprehensive Plan and recommend necessary revisions every five years. This effort should involve participation from different City departments, elected officials, and community members. The review should consider any changes in demographics, economy, and societal factors that may impact development in La Porte.



## PROACTIVE AND REACTIVE STRATEGIES

Plan implementation is often achieved through one of two methods: proactive and reactive implementation strategies. While both are effective in putting the recommendations of this Plan into action, using a balance of both approaches will better set the City up for success in this goal. Examples of proactive and reactive strategies are provided below.

### PROACTIVE STRATEGIES

Proactive strategies are those that the City leads in seeking implementation of the Plan's recommendations and actions. City-initiated efforts are effective because they may occur immediately but may prove costly regarding staff time and City resources. Examples include:

- Updating policies, such as Capital Improvement Plans (CIPs), thoroughfare plans, and development codes to achieve the recommendations identified within this Plan.
- Initiating zoning changes within target areas to encourage development that is compatible with the land use designations within this Plan.
- Acquiring property from private individuals and entities in strategic locations to ensure responsible development and engineering practices.

### REACTIVE STRATEGIES

Reactive strategies involve opportunities brought to the City on a case-by-case basis rather than those the City seeks out independently. These strategies rely

on elected and appointed officials to act with the recommendations of this Plan in mind, placing further emphasis on the continuing updates and communication of the Plan suggested in this chapter. Examples include:

- Assessing rezoning requests against the intent and purpose of the future land use categories established in this Plan.
- Reviewing development applications for compliance with the adopted development standards and the intent of this Plan.
- Updating the recommendations and actions of this Plan based on public feedback and initiatives

### CONTINUING EDUCATION AND TRAINING

While City staff and management may be familiar with the comprehensive planning process and how it impacts day-to-day decisions, others not involved in the planning field, including those appointed to assist in implementation, may not be readily familiar. For this reason, educational materials and work sessions with the Planning and Zoning Commission, City Council, and

other key groups involved in the Plan's implementation are recommended. The goals of such training may include:

- Establishing an understanding of the rules and responsibilities of each party related to the implementation and maintenance of the Comprehensive Plan.
- A review of the Plan's content and how it relates to the decisions and actions of each involved party.
- A review of the Plan's Implementation Table in order to establish a basic understanding of the Plan's priorities and timelines related to fulfilling recommendations.

As new individuals are elected and appointed in positions tasked with promoting and implementing the findings of this Plan, continuing education and training efforts must be provided as needed. Educational materials, such as summary brochures and handbooks, will assist when transitioning between decision-makers.

# PRIORITY RECOMMENDATIONS

The plan contains over 35 recommendations. While each recommendation serves to further the vision and goals identified by the community, implementing these can seem overwhelming. For this reason, ten top priority recommendations have been identified that will help create momentum for implementation. These priority recommendations are identified keeping in mind the available resources and capacity of the City.

The top priority recommendations related to land use, transportation, and economic development are identified. Completing these recommendations will help the City gain momentum as well as set the stage for a majority of the remaining recommendations.

## LAND USE AND DEVELOPMENT

- 1 Implement recommended strategies for Broadway Opportunity Area
- 2 Implement recommended strategies for Entertainment District Opportunity Area
- 3 Prepare a Main Street Master Plan
- 4 Coordinate with Harris County to implement the Sylvan Beach Park Master Plan

## ECONOMIC DEVELOPMENT

- 1 Hire an Economic Development Director focused on Infill and Main Street Development
- 2 Evaluate Incentives to Promote Main Street Development
- 3 Create an Entertainment District

## TRANSPORTATION AND MOBILITY

- 1 Adopt a Master Transportation Plan and Thoroughfare Plan
- 2 Implement Previous and Planned Transportation Efforts
- 3 Construct New Trail Segments as designated in the 2020 Parks, Recreation, and Open Space Master Plan.



# IMPLEMENTATION

The most common issues with comprehensive plans is the lack of actionable recommendations that clearly outline the initial steps that a city must take in order to begin implementing recommendations. Thus, it was the goal of this plan to break down each prioritized recommendation into a checklist that clearly outlines the who, what, when, and where of each item—but, most importantly, HOW to accomplish it.

The implementation table is organized by topics discussed throughout the plan and contains recommendation related to land use and development, transportation and mobility, and economic development. The tables include the priority recommendations established by City staff and the CPAC during the planning process. Action items will be used to assess progress annually and determine priority budget items, successful projects, and obstacles to implementation. If a recommendation is evaluated in the future and found to have had little to no progress made toward accomplishment, it will indicate a need to reevaluate the relevancy of the recommendation or identify issues preventing its successful implementation.

In developing the recommendation for this plan, recommendations from the 2012 Comprehensive Plan and 2018 Comprehensive Plan Update were reviewed to identify action items that have not been completely implemented, are still relevant to guide development in the City and align with the guiding principles and vision of the plan.

The previous comprehensive plan updates were informed by extensive community input. The implementation table identifies actions that relate to the previously identified recommendations to ensure that the community's vision is preserved and reflected in the recommendations of this plan.

## IMPLEMENTATION TABLE ELEMENTS

### ACTION KEY AND DESCRIPTION

The action key provides the reader with a simplified reference number for the specific action item. The reference numbers are deduced based on the topic of the recommended action and contain a two-letter abbreviation and an associated reference number.

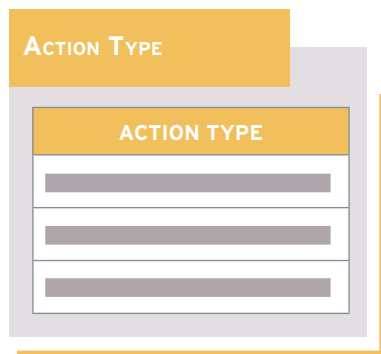
Actions or short titles are specified for each recommendation along with a detailed description of the recommended action.

ACTION KEY AND DESCRIPTION	
REC #	ACTION ITEMS

## ACTION TYPE

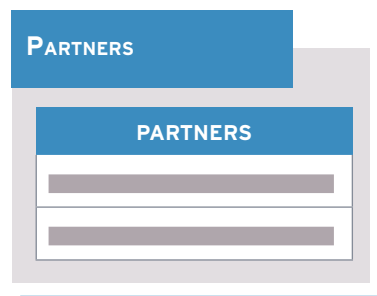
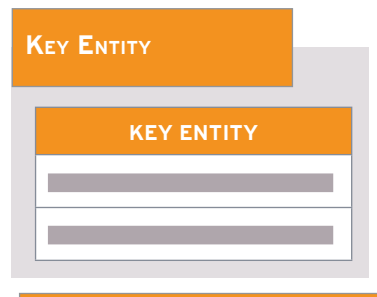
The table identifies each action as Project/Action, Program, Policy/Regulatory, Partnership, or Plan/Study. This distinction assists the City in identifying the individuals or groups responsible for carrying out the action and plan for proper resources and staffing.

- **Project/Action:** A project or capital improvement to be completed.
- **Program:** Development of new program or enhancement of an existing program.
- **Policy/Regulatory:** Development of a new policy or an update to an existing regulation or City policy.
- **Partnership:** Partner with outside organizations or agencies to coordinate on an initiative or complete an action.
- **Plan/Study:** A plan or study to be completed.



## KEY ENTITY AND PARTNERS

Assigning the key implementing entity responsible for following through on an action is essential to implementing the suggested recommendation. This portion of the table sets the responsible department or group within the City and potential partnerships with other departments or other external entities that may assist with completing the action. Communication with these individuals and groups is essential to explain their roles and expectations when implementing this Plan.



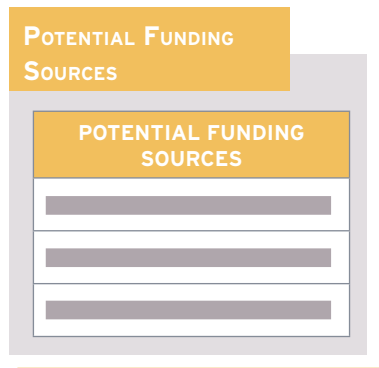
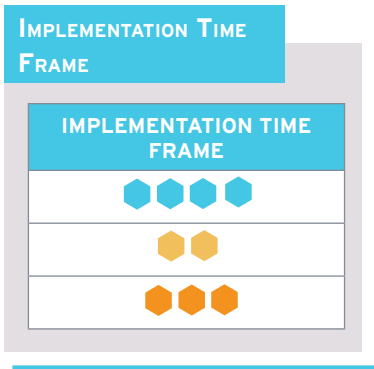
## IMPLEMENTATION TIME FRAME

This Plan provides a phased approach to implementation to help the City identify achievable actions in the new future and distinguish them from long-term actions that might need extensive studies and preparation. The recommended actions are categorized into the following time frames.






- **Short-Term (1-3 years):** Actions that are typically "low-hanging fruit" or easier to achieve because they do not require a large amount of capital.
- **Mid-Term (4-7 years):** Actions that may require more planning and capital than the short-term 3-year horizon.
- **Long-Term (8-10 years):** Actions that generally need a large amount of capital, require significant planning and coordination for completion or other steps must take place before implementation. In some cases, there may be opportunities to make some initial progress in the short- or mid-term.
- **Ongoing (10+ years):** Recommendations that do not have a specific timeframe for implementation, are continuously implemented, or should be revisited regularly throughout the life of the recommendation or implementation of the Plan.

## POTENTIAL FUNDING SOURCES


Leveraging available grants and funding opportunities will be crucial in realizing the recommendations proposed in this Plan. The implementation table lists some potential funding sources that can help provide funding in full or in part for each action item. These funding sources can be updated as additional funds/grants become available in the future.



## LAND USE AND DEVELOPMENT

#	ACTION ITEMS	IMPLEMENTATION TIME FRAME	KEY ENTITY	PARTNERS	ACTION TYPE	POTENTIAL FUNDING SOURCES
LU-1	<b>Conduct Small Area Plans for the identified Opportunity Areas</b> Conduct small area plans for the identified Opportunity Areas. The plans may include recommendations for economic development incentives, land use, wayfinding and branding, streetscape, connectivity, and infrastructure improvements as needed. These plans should be created in partnership with the City, land and business owners, adjacent property owners, and other stakeholders.		PD	H-GAC	Plan/Study	H-GAC Livable Centers Program
LU-2	<b>Implement recommended strategies for the Bay Area Boulevard Opportunity Area</b> Implement and prioritize strategies recommended for the Bay Area Boulevard Opportunity Area to realize the vision for the area.		PD	–	Project/Action	City Budget
LU-3	<b>Implement recommended strategies for the Broadway Opportunity Area</b> Implement and prioritize strategies recommended for the Broadway Opportunity Area to realize the vision for the area.		PD	–	Project/Action	City Budget
LU-4	<b>Implement recommended strategies for the Entertainment District Opportunity Area</b> Implement and prioritize strategies recommended for the Entertainment Opportunity Area to realize the vision for the area.		PD	–	Project/Action	City Budget
LU-5	<b>Implement recommended strategies for the Airport District Opportunity Area</b> Implement and prioritize strategies recommended for the Airport Opportunity Area to realize the vision for the area.		PD	–	Project/Action	City Budget

### Implementation Time Frame






Short-Term (1-3 Yrs)	
Mid-Term (4-7 Yrs)	
Long-Term (8-10 Yrs)	
Ongoing (10+ Yrs)	

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#	ACTION ITEMS	IMPLEMENTATION TIME FRAME	KEY ENTITY	PARTNERS	ACTION TYPE	POTENTIAL FUNDING SOURCES
LU-6	<b>Implement recommended strategies for the Sylvan Beach Opportunity Area</b> Implement and prioritize strategies recommended for the Sylvan Beach Opportunity Area to realize the vision for the area.		PD	HC	Project/Action	City Budget
LU-7	<b>Coordinate with Harris County to implement the Sylvan Beach Park Master Plan</b> Coordinate with Harris County to implement the recommended actions in the master plan.		PD PR	HC	Project/Action	City Budget
LU-8	<b>Implement recommended strategies for the Main Street Opportunity Area</b> Implement and prioritize strategies recommended for the Main Street Opportunity Area to realize the vision for the area.		PD	–	Project/Action	City Budget
LU-9	<b>Prepare a Main Street Master Plan</b> Prepare a Master Plan for Main Street that identifies recommendations for wayfinding, branding, design, connectivity, parking solutions, and applicable solutions. Leverage the Livable Centers Program offered by the Houston-Galveston Area Council (H-GAC) as an option to conduct a Livable Centers Planning Study for Main Street. Consider changing the boundary of the Main Street District to include the Main Street transition area as outlined in the Main Street Opportunity Area.		PD	H-GAC	Plan/Study	H-GAC Livable Centers Program
LU-10	<b>Conduct assessment to align Zoning and Future Land Use Plan</b> Update the zoning and overlay districts to ensure alignment with the Future Land Use Plan and assess the potential to introduce new overlay districts based on the Opportunity Areas. Review zoning annually to ensure continued alignment with the Future Land Use Plan.		PD	-	Project/Action	City Budget

#### Implementation Time Frame

Short-Term (1-3 Yrs)



Mid-Term (4-7 Yrs)



Long-Term (8-10 Yrs)



Ongoing (10+ Yrs)



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#	ACTION ITEMS	IMPLEMENTATION TIME FRAME	KEY ENTITY	PARTNERS	ACTION TYPE	POTENTIAL FUNDING SOURCES
LU-11	<b>Adopt a Unified Development Code</b> Adopt a Unified Development Code for the City of La Porte to consolidate all development-related regulations, including zoning ordinance, subdivision regulation, design standards, and approval procedures.		PD	-	Project/ Action	City Budget FEMA
LU-12	<b>Encourage Infill Development</b> Encourage infill and redevelopment within the City limits wherever appropriate to utilize existing infrastructure and promote revitalization. Review and amend the City's development ordinances to identify and resolve regulatory impediments to infill development, redevelopment, and revitalization.		PD	-	Project/ Action	City Budget TIRZ
LU-13	<b>Implement Capital Improvement Projects</b> Implement prioritized projects identified in the CIP. Establish a methodology for using the Comprehensive Plan to inform the development of the City's CIP ensuring budgetary decisions are addressing the City's long-range vision and goals.		CMO PW	PD	Project/ Action	CIP
LU-14	<b>Introduce Wayfinding and Branding</b> Place distinctive wayfinding signage and branding for La Porte and proposed Opportunity Areas that reflect the unique character of different areas in La Porte.		CMO PD	-	Project/ Action	City Budget TxDOT City Pride Sign Program

#### Implementation Time Frame




Short-Term (1-3 Yrs)	
Mid-Term (4-7 Yrs)	
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## TRANSPORTATION AND MOBILITY

#	ACTION ITEMS	IMPLEMENTATION TIME FRAME	KEY ENTITY	PARTNERS	ACTION TYPE	POTENTIAL FUNDING SOURCES
TM-1	<b>Adopt a Master Transportation Plan and Thoroughfare Plan</b> Create and adopt a Master Transportation Plan to guide the policy goals of La Porte's multimodal transportation network. This should include an adopted Thoroughfare Plan and roadway design standards to preserve right-of-way and plan for the long-term development of the thoroughfare system. The Thoroughfare Plan should include the recommended connections from the 2012 Comprehensive Plan and recommendations from this 2023 Comprehensive Plan.		PD PW	-	Plan/Study	City Budget
TM-2	<b>Construct New Trail Segments as designated in the 2020 Parks, Recreation, and Open Space Master Plan</b> Coordinate with Parks and Recreation and Public Works Departments to construct new trail segments as designated in the 2020 Parks, Recreation, and Open Space Master Plan.		PR PW	PD	Project/Action	City Budget
TM-3	<b>Create a Roadway Safety Action Plan</b> Use USDOT guidelines to create a Roadway Safety Action Plan aimed at using data analysis to characterize safety problems and address the most significant transportation risks. Use the opportunity to apply for a Safe Streets For All (SS4A) grant to fund the development of the plan.		PW Police	PD	Plan/Study	City Budget H-GAC






### Implementation Time Frame

Short-Term (1-3 Yrs)	
Mid-Term (4-7 Yrs)	
Long-Term (8-10 Yrs)	
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#	ACTION ITEMS	IMPLEMENTATION TIME FRAME	KEY ENTITY	PARTNERS	ACTION TYPE	POTENTIAL FUNDING SOURCES
TM-4	<b>Coordinate with Regional Transportation Efforts</b> Coordinate with regional transportation efforts and entities such as Houston-Galveston Area Council (H-GAC) and Harris County to align the Thoroughfare Plan, capital improvement projects, and City policies with regional efforts to ensure continued collaboration and leverage funding and partnership opportunities. Continue a working relationship with Harris County to reconcile freight-related needs and opportunities.		PD	H-GAC HC TXDOT	Partnership	City Budget
TM-5	<b>Prioritize Safety Improvements using Public and Agency Input</b> Gather information from local law enforcement and solicit public input to prioritize streets and intersections with high volume of traffic crashes for safety improvements.		PW Police	PD	Plan/Study	-
TM-6	<b>Promote Multimodal Safety through Public Education</b> Conduct public education seminars relating to safety while on foot, bicycle, or using golf carts. This should include motorist and non-motorist best practices for shared spaces.		PD Police	LPISD	Program	City Budget
TM-7	<b>Implement Previous and Planned Transportation Efforts</b> Continue to implement the recommendations from previous plans and policies summarized in the Priority Transportation Projects Catalogue.		PD PR PW	-	Project/ Action	City Budget
TM-8	<b>Establish Roadway Capital Recovery Fees</b> Establish a capital recovery fee program for La Porte in order to accommodate orderly growth and facilitate the implementation of CIP projects and future improvements.		PD	-	Project/ Action	Capital Recovery Fees

#### Implementation Time Frame






Short-Term (1-3 Yrs)	
Mid-Term (4-7 Yrs)	
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#	ACTION ITEMS	IMPLEMENTATION TIME FRAME	KEY ENTITY	PARTNERS	ACTION TYPE	POTENTIAL FUNDING SOURCES
TM-9	<b>Construct Shared-Use Pathways near Existing Roadways for Multimodal Use</b> Partner with Harris County and TxDOT to construct shared-use paths with adequate safety signage and lighting in areas experiencing high volumes of pedestrian, cycle, and/or golf cart traffic. Incorporate design elements that separate modes where possible for safety purposes.		PD PR	HC TxDOT	Project/ Action	City Budget
TM-10	<b>Establish a Landscaping Ordinance focused on Rights-of-Way</b> Explore adopting a landscaping ordinance focused on right-of-way for the purposes of traffic calming and safety. Leverage community partnerships for the implementation of new guidelines.		PD PR	-	Project/ Action	City Budget
TM-11	<b>Establish Clear Multimodal Signage throughout the City</b> Partner with Harris County and TxDOT to create and place permanent signage for wayfinding, branding, freight routes, and sidewalks/shared-use paths, which can accommodate golf carts, bicycles, and pedestrians.		PD PR PW	HC TxDOT	Project/ Action	City Budget HC
TM-12	<b>Improve Lighting along Roadways</b> Partner with Harris County and TxDOT to improve lighting along roadways to improve visibility and safety for pedestrian and vehicular traffic.		PW	HC TxDOT	Project/ Action	City Budget HC
TM-13	<b>Coordinate with Public Works to Implement Intersection Improvements along Main Street and at the Five Points Intersection</b> Continue coordinating with Public Works to evaluate the cost, safety, and aesthetic options for improvements along Main Street and at the Five Points intersection that focus on safety and pedestrian mobility.		PW PD	HC	Plan/Study	City Budget

#### Implementation Time Frame





Short-Term (1-3 Yrs)	
Mid-Term (4-7 Yrs)	 
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## ECONOMIC DEVELOPMENT

#	ACTION ITEMS	IMPLEMENTATION TIME FRAME	KEY ENTITY	PARTNERS	ACTION TYPE	POTENTIAL FUNDING SOURCES
ED-1	<b>Hire an Economic Development Director focused on Infill and Main Street Development</b> Hire a full-time Economic Development Director. The position should focus on placemaking, building partnerships with stakeholders, support for local entrepreneurs, and events, to support the ongoing revitalization efforts in Main Street and promote a critical mass of small-scale retail businesses. The Economic Development Director should also focus on infill development in La Porte.		CMO EDC	-	Project/ Action	Sales Tax Revenue
ED-2	<b>Evaluate Incentives to promote Main Street Development</b> Continue policies to encourage development of mixed-use, smaller-scale businesses that focus on dining and other experiential retail, especially on Main Street. Remove requirements to provide additional staff parking for new development. Evaluate opportunities for City development of shared parking lots to reduce parking burden on individual businesses.		EDC PD	-	Policy/ Regulatory	-
ED-3	<b>Develop a Housing Diversity Policy</b> Explore policies to broaden the range of housing types and price/rent points to help diversify La Porte's housing stock and meet the needs of growth, which can help to stem the trend towards increasing reliance on in-commuting. For example, consider potential of inclusionary zoning policies to require some minimal amount of workforce-affordable housing units for new residential developments above some threshold size.		CMO PD	-	Policy/ Regulatory	-
ED-4	<b>Encourage Sylvan Beach Retail</b> Allow and encourage small-scale retail and food service activity adjacent to Sylvan Beach to complement strong visitor traffic from March to October.		PD	-	Policy/ Regulatory	-



### Implementation Time Frame

Short-Term (1-3 Yrs)	
Mid-Term (4-7 Yrs)	
Long-Term (8-10 Yrs)	
Ongoing (10+ Yrs)	



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#	ACTION ITEMS	IMPLEMENTATION TIME FRAME	KEY ENTITY	PARTNERS	ACTION TYPE	POTENTIAL FUNDING SOURCES
ED-5	<b>Review Infill Policy and Incentives</b> Work with private developers to identify common barriers to residential and mixed-use development on smaller and more difficult infill sites in La Porte. Explore creative policy approaches (review of financing strategies to fund extension of utilities, e.g., Underwood GC properties) to overcome common barriers to help meet the demand for growth and expansion. Evaluate progress and effectiveness of ongoing efforts such as updates to fill dirt regulations and driveway variances in areas where those infrastructure hurdles impede development.		EDC PD	-	Policy/ Regulatory	-
ED-6	<b>Create an Entertainment District</b> Explore the creation of a designated entertainment district focused on visitor-oriented dining and family-friendly entertainment venues near the existing lodging development at Fairmont Pkwy and Hwy 146. Design policies and public infrastructure investments to best overcome existing hurdles to development.		PD	-	Policy/ Regulatory	-

#### Implementation Time Frame

Short-Term (1-3 Yrs)	
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# PERFORMANCE METRICS

Specific action items and performance metrics have been developed to support implementation of the recommendations laid out in this Comprehensive Plan. Metrics demonstrate progress towards achieving the vision and guiding principles set forth at the beginning of the process, while the action items outline the steps and resources needed to see progress within the performance metrics.

The City will need to track and analyze certain data points in order to accurately track the progress of each defined metric. Appropriate metrics are described in the following Performance Metrics Table, which describes each metric as well as outlines the desired trend, what the metric indicates, and potential data sources.

TOPIC	METRIC	INDICATING	DATA SOURCE	BASELINE	TARGET
LAND USE	% of developed area (excluding Agriculture, Agriculture with SF, Vacant, Waterbody) as mixed use and/or nonresidential land uses, excluding industrial	More accessibility to goods and services within the City; reducing the need for residents to visit other cities for goods and services, keeping sales tax dollar in the City; greater potential for 3rd places that connect residents to the City identity.	City GIS Analysis (state land use codes by parcel per Guadalupe CAD)	20%	30%
	% of households within 2 miles of a fresh food seller	Reduction in food deserts; resulting in improved health outcomes, access to goods and services, and dependence on personal automobiles.	City GIS Analysis	94%	>95%
	% of zoning that is consistent with future land use map	Responsiveness of regulatory environment to the direction of the community vision, as operationalized by this Plan.	City GIS Analysis	97%	>98%



TOPIC	METRIC	INDICATING	DATA SOURCE	BASELINE	TARGET
TRANSPORTATION AND MOBILITY	Average commute time or distance for residents	Increasing access to employment and opportunities in the City; decreasing household transportation costs.	U.S. Census, 2021 American Community Survey 5-Year Estimates	25.4 minutes	<25 minutes (Maintain since the state average is 26.6 minutes and the national average is 26.8 minutes)
	% of street ROW dedicated to sidewalks, bike lanes, and shared-use paths for new streets and reconstructed streets	Street designs are better balancing the needs of pedestrians and treating the ROW as public space and opportunities for placemaking; wider sidewalk zones allow for activation of the streetscape by local businesses.	City GIS Analysis	0% (Setting target from plan adoption)	45%
	Average walk score and bike score ratings	Conditions are improving to make people more likely to choose walking or biking for their travel mode; neighborhoods are becoming more complete with greater access to convenient goods, services and activities.	<a href="https://www.walkscore.com/professional/research.php">https://www.walkscore.com/professional/research.php</a>	<p><b>Walk Score:</b> 67 (Somewhat walkable; Some errands can be accomplished on foot)</p> <p><b>Bike Score:</b> 56 (Bikeable; Some bike infrastructure)</p>	<p><b>Walk Score:</b> &gt;70 (70 - 89 is considered Very Walkable meaning most errands can be accomplished on foot)</p> <p><b>Bike Score:</b> &gt;70 (70-89 is considered Very Bikeable meaning biking is convenient for most trips)</p>
	\$ Recovered from Capital Recovery Fees	Greater funding available for transportation improvements directly recoverable by the City.	City Data	\$0	Monitored annually based on assessed value
	Number of crashes involving a pedestrian or cyclist annually	Greater safety for vulnerable road users.	Texas CRIS	7 per year	0
	Miles of planned roads constructed based on the Thoroughfare Plan	Completion of the Thoroughfare Plan connections indicates a successful program and movement towards controlled build-out.	City GIS Analysis	0 (Setting target from plan adoption)	Monitored annually based on planned roadways

TOPIC	METRIC	INDICATING	DATA SOURCE	BASELINE	TARGET
ECONOMIC DEVELOPMENT	Median household or family income	More disposable income and improved alignment between employer and resident needs.	U.S. Census, 2021 American Community Survey 5-Year Estimates	\$78,665	Maintain since La Porte's median household income is higher than the state and county.
	Sales tax per resident	La Porte is planning to add more retail and entertainment, which will provide more consumer activities within the City. Indicates increased buying power and potentially disposable income of residents.	U.S. Census State & Comptroller of Public Accounts	\$440	15% annually
	Percentage of persons in poverty	The City is attracting businesses offering higher incomes.	U.S. Census, 2021 American Community Survey 5-Year Estimates	10.7%	12%
	Travel spending per resident	The City is attracting more visitors and visitor spending.	Texas Travel Research Dashboard (2022) <a href="https://www.travelstats.com/dashboard/texas">https://www.travelstats.com/dashboard/texas</a>	<b>Total Direct Spending:</b> 107.0M <b>Local Tax Receipts:</b> 11.6M	<b>Total Direct Spending:</b> 15% annually <b>Local Tax Receipts:</b> 15% annually

TOPIC	METRIC	INDICATING	DATA SOURCE	BASELINE	TARGET
HOUSING	% of housing in the community other than single-family detached (% of Missing Middle Housing)	The City has sufficient jobs, however, lacks housing options which makes commuting to and from La Porte a requirement, rather than a choice. Increased diversity of housing choices to serve residents of differing needs and stages of life.	U.S. Census, 2021 American Community Survey 5-Year Estimates	26%	40%
	% of tree canopy coverage	Indicating positive aesthetics and an environment supportive of improved public health outcomes, property values, equity, etc.	City GIS analysis (U.S. Forest Service Tree Canopy Cover)	8%	>20%
	Housing + Transportation (H+T) Index	Includes both housing and transportation costs to show a more holistic picture of household cost burden, as compared to housing costs alone.	H+T Index <a href="https://htaindex.cnt.org/">https://htaindex.cnt.org/</a>	47%	48% (Maintain, which is difficult while growing)





## **ORDINANCE 2023-3956**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, ADOPTING AN UPDATE TO THE COMPREHENSIVE PLAN OF THE CITY OF LA PORTE, UPON THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, Sec 211.004 of the Texas Local Government Code provides that Zoning regulations must be adopted in accordance with a Comprehensive Plan; and,

**WHEREAS**, Sec 213.003 of the Texas Local Government Code provides that the governing body of the municipality may amend a Comprehensive Plan by ordinance, after a public hearing and review by the municipality's planning commission or department; and,

**WHEREAS**, Sec 213.003 of the Texas Local Government Code also provides that a municipality may establish, in its charter or by ordinance, procedures for adopting and amending a Comprehensive Plan; and,

**WHEREAS**, Chapter 106, "Zoning", Section 106-3, and Section 106-65 of the Code of Ordinances of the City of La Porte, delegates to the Planning and Zoning Commission the duty to review and make recommendations relevant to modifications of the Comprehensive Plan and Zoning Ordinance; and,

**WHEREAS**, the City of La Porte has a Comprehensive Plan which was adopted by the City Council of the City of La Porte in 1986, and last amended on the 11<sup>th</sup> day of June 2018, not including routine amendments to the Future Land Use Map component of the Comprehensive Plan; and,

**WHEREAS**, pursuant to mandate of Chapter 106, "Zoning" of the Code of Ordinance of the City of La Porte, the Planning and Zoning Commission of the City of La Porte has reviewed all elements of the Comprehensive Plan, and furthermore commissioned a review of said plan by a consultant, duly approved by the City of La Porte, to consider possible amendments thereto; and,

**WHEREAS**, at the La Porte Planning and Zoning Commission special meeting which occurred on September 13, 2023, the La Porte Planning and Zoning Commission heard a final draft Comprehensive Plan Update for the purpose of considering all the components of, and proposed amendments to, the Comprehensive Plan; and consider the report on update of the Comprehensive Plan; and,

**WHEREAS**, at the La Porte Planning and Zoning Commission regular meeting which occurred on September 21, 2023, the Planning and Zoning Commission has recommended to the City Council of the City of La Porte an update to the Comprehensive Plan.

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

**Section 1.** That an update to the Comprehensive Plan of the City of La Porte, and which is incorporated into this ordinance by reference herein and attached hereto as Exhibit A, be and is hereby authorized, approved, and adopted by the City of La Porte, after duly noticed public hearing held at its October 23, 2023, meeting, pursuant to the recommendations of the Planning and Zoning Commission of the City of La Porte.

**Section 2.** All ordinances or parts of ordinances of the City of La Porte, Texas, in conflict with any provision contained herein are hereby repealed to the extent of any conflict.

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

**Section 4.** The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

**Section 5.** This ordinance shall be in effect from and after its passage and approval. The fees in this ordinance shall be effective upon passage and approval of this ordinance unless otherwise indicated.

**PASSED and APPROVED** this, the 23<sup>rd</sup> day of October 2023.

**CITY OF LA PORTE, TEXAS**

---

Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Lee Woodward, City Secretary

---

Clark T. Askins, City Attorney



October 13, 2023

Honorable Mayor Rigby and City Council  
City of La Porte

RE: Comprehensive Plan Update

Dear Mayor Rigby and City Council:

At the September 21, 2023, regular meeting of the City of La Porte Planning and Zoning Commission, the Commission considered the City of La Porte 2040 Comprehensive Plan.

The Commission voted 5-0 on a motion to recommend approval of the update to the City of La Porte's Comprehensive Plan.

Respectfully submitted,

Hal Lawler, Chairman  
On Behalf of the Planning and Zoning Commission

# LEGAL NOTICES

## NOTICE OF PUBLIC HEARING OF THE ZONING BOARD OF ADJUSTMENTS ON VARIANCE REQUEST #23-93000004

Notice is hereby given that the La Porte Zoning Board of Adjustment will conduct a public hearing at **6:00 P.M.** on the **26th day of October 2023**, in the Council Chambers of City Hall located at 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte Code of Ordinances and the provisions of the Texas Local Government Code.

The purpose of the public hearing is to receive public input on Variance Request #23-93000004, a request by Jane Nicolson/applicant/owner, for a variance to allow a four-foot wood picket fence to be constructed within the front yard setback, on a tract of land located at 620 S. Lobit St., and legally described as Lots 14 Thru 19, Block 2, Bay Front to La Porte, Harris County, TX.

Following the public hearing, the Zoning Board of Adjustment will act upon the public hearing item and conduct other matters pertaining to the Board.

Citizens wishing to address the Board pro or con during the public hearing are required to sign in before the meeting is convened.

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by the Council.

In compliance with the Americans with Disabilities Act, The City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received three (3) business days prior to the meetings. Please contact the Planning Department, at 281-470- 5057.

## NOTICE OF PUBLIC HEARING OF THE ZONING BOARD OF ADJUSTMENTS ON VARIANCE REQUEST #23-93000005

Notice is hereby given that the La Porte Zoning Board of Adjustment will conduct a public hearing at **6:00 P.M.** on the **26th day of October 2023**, in the Council Chambers of City Hall located at 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte Code of Ordinances and the provisions of the Texas Local Government Code.

The purpose of the public hearing is to receive public input on Variance Request #23-93000005, a request by Eric Harrelson applicant/owner, for a variance to allow a 7-foot tall fence with cedar pickets and caps and treated posts to be constructed in the front yard on a tract of land located at 11815 Fieldcrest Dr., and legally described as Lots 34 & 35, Block 2, Pinegrove Valley, Harris County, TX.

Following the public hearing, the Zoning Board of Adjustment will act upon the public hearing item and conduct other matters pertaining to the Board.

Citizens wishing to address the Board pro or con during the public hearing are required to sign in before the meeting is convened.

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by the Council.

In compliance with the Americans with Disabilities Act, The City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received three (3) business days prior to the meetings. Please contact the Planning Department, at 281-470- 5057.

## NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL ON LA PORTE 2040 COMPREHENSIVE PLAN

Notice is hereby given that the La Porte City Council will conduct a public hearing at **6:00 P.M.** on the **23rd day of October 2023**, in the Council Chambers of City Hall, 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte Code of Ordinances and the provisions of the Texas Local Government Code.

The purpose of the hearing is to receive public input on the adoption of the La Porte 2040 Comprehensive Plan.

Following the public hearing, the City Council will act upon the public hearing item and conduct other matters pertaining to the Commission.

Citizens wishing to address the Council pro or con during the public hearing are required to sign in before the meeting is convened.

In compliance with the Americans with Disabilities Act, The City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received three (3) business days prior to the meeting. Please contact the City Secretary at 281-470-5021.

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## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 23, 2023

Requested By: Louis R. Rigby, Mayor

Department: City Council

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** None

### Appropriation

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

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

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

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

Budgeted Item: ☐ Yes ☒ No

## SUMMARY & RECOMMENDATION

Nolan Allen resigned from Position 1 of the Planning and Zoning (P & Z) Commission at its August 31, 2023, meeting.

The City's Development Code provides for the following regarding appointment and service of P & Z Commission members:

### City Development Code - Sec. 106-62. - Membership and structure.

(a) The city planning and zoning commission shall consist of nine members, to be appointed as follows: a member from each of the six council districts, a member for each of the two at-large positions (At-Large A and At-Large B), and a member for the mayoral seat, who shall be the chairman. All members are required to be resident citizens and qualified voters of the city. The term of the six members from the six council districts shall coincide with the term of office of the councilperson for the said district. The term of office for each at-large member shall coincide with the term of office of Councilperson At-Large A and Councilperson At-Large B, respectively. The term of office for the chairman shall coincide with the term of office of the mayor of the city. Vacancies shall be filled for the unexpired term of any member whose position becomes vacant for any cause in the same manner as the original appointment was made.

(b) Each district member who is appointed shall be a resident of the district from which he or she is appointed at the time of his appointment and continuously throughout his/her tenure in office.

(c) The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.

Councilperson Williams has nominated Wayne Landin for the Position 1 seat. Mr. Landin's application was provided to the Council on August 14. Also currently serving on the Commission are:

Hal Lawler, Mayor's appointee, Chairperson  
Richard Warren, District 2

James Walter, District 3  
Mark Follis, District 4

Victor Peres, District 5  
Nancy Ojeda, District 6

Donna O'Conner, At-Large A  
Joe Mock, At-Large B

**Planning and Zoning Commission** (terms 'shall coincide' with the term of office of the Councilperson for the said district/at-large position)  
Wayne Landin, initial appointment for District 1 position

---

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

Volunteer service on City boards, committees, and commissions directly supports four of the City's 2023 Strategic Plan Guiding Principles:

*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.*

*Communications: The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.*

*Infrastructure and Utilities: The City La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.*

*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.*

*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**

**Presentation, discussion, and possible action to approve the appointment of Wayne Landin to the open Position 1 seat on the City of La Porte Planning and Zoning Commission.**



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 23, 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:** Minutes of 9/11/23 City Council Meeting;  
Ordinance 2016-3652

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

At the September 11 City Council meeting, several changes to the Airport Advisory Board were presented for consideration. Multiple issues were discussed, leading to more questions. Staff has detailed each change to clarify potential Council Action. Actions affecting Ordinance 2016-3652 will be brought back at a later date, following City attorney review to define exact language changes for the Ordinance.

#### SECTION 18-51 (a)

##### Board Criteria

###### Position 1

CURRENTLY READS	PROPOSED CHANGE
Shall be a fixed base operator lessee at the city municipal airport	No change requested.

###### Position 2

CURRENTLY READS	PROPOSED CHANGE
Shall be a licensed pilot with an aircraft housed at the city municipal airport.	Shall be a City resident with an aircraft housed at the airport.
Requires ordinance change	

###### Position 3

CURRENTLY READS	PROPOSED CHANGE
Shall be a licensed pilot who is a resident of the city with an aircraft housed at the city municipal airport.	Shall be a licensed pilot with an aircraft housed at the airport.
Requires ordinance change	

Position 4

CURRENTLY READS	PROPOSED CHANGE
Shall be a resident of the city.	Shall be a licensed pilot with an aircraft housed at the airport.
Requires ordinance change – Change will cause position vacancy	

Position 5

CURRENTLY READS	PROPOSED CHANGE
Shall be an individual in a leadership position approved or suggested by the Chancellor of San Jacinto College.	Resident of the city or owner of real property situated within the city limits, or individuals who own or operate businesses located within the city.
Requires ordinance change – Change will cause position vacancy	

Position 6

CURRENTLY READS	PROPOSED CHANGE
Shall be the city municipal airport manager.	Resident of the city or owner of real property situated within the city limits, or individuals who own or operate businesses located within the city.
Requires ordinance change – Change will cause position vacancy	

Position 7

CURRENTLY READS	PROPOSED CHANGE
No position 7 currently exists.	Member of City Council
Requires ordinance change – Change requires nomination of a Councilperson	

SECTION 18-51 (b)

**2. Board Positions**

CURRENTLY READS	PROPOSED CHANGE
Each year the members of the board shall elect from among their number a chairman and a secretary.	Board shall appoint a Chair and vice-chair – which can only serve one consecutive three-year term in that position.
Requires ordinance change	

CURRENTLY READS	PROPOSED CHANGE
Airport manager is a member of the advisory Board	Airport manager will become a board liaison
Requires ordinance change	



### 3.Meeting Frequency

CURRENTLY READS	PROPOSED CHANGE
Board shall meet as needed.	6 times per year minimum

Current Board members and applicant for position 2 were polled regarding their opinion on meeting frequency.

Below are the responses;

Meet every 6 months or as needed.
Meet monthly with new members and extend frequency to quarterly.
Meet every quarter or as needed.
Meet every 6 months or as needed.
Meet as needed.

The local aeronautical community is extremely limited. The number of those who wish to serve on a city board is even more limited. Opening the board criteria to other members of the community may bring fresh ideas. Currently, ideas or requests regarding the airport can be submitted to any fixed base operator, member of the advisory Board or through the Public Works office. Adding a member of City Council will provide a clear path of two-way communication between the Council and the Board. No negative issues have been observed by utilizing the current ordinance condition of providing a Chairman and Secretary position each selected from within the board members.

The intent of the Airport Advisory Board is to promote and enhance the utility of the city municipal airport to its users and the La Porte Community. It is important to note that the previous and current members of the Airport Advisory Board are appreciated, and their collective input and direction has been utilized to meet priorities of regulatory requirements, safety concerns, and infrastructure needs to support the La Porte Municipal Airport.

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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.**

---

### ACTION REQUIRED BY CITY COUNCIL

**Presentation, discussion, and possible action to provide staff direction for potential changes to selection criteria for future members and current members of the Airport Advisory Board; Provide nomination and selection of a Councilperson to serve on the Board; Provide direction on change of**

**Chairperson and Secretary and limitation of term; Provide direction on meeting frequency.**

---

**Approved for the City Council meeting agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

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 11, 2023**

The City Council of the City of La Porte met in a regular meeting on Monday, September 11, 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, Brandon Lunsford, Brent McCaulley, Chuck Engelken, Bill Bentley, Rick Helton, Jay Martin, Robbie McLarrin, Mandi Williams

**Councilpersons attending remotely:** None

**Councilpersons absent:** None

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

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

**2. INVOCATION** – The invocation was given by Lanier Young, St. John's Episcopal Church.

**PLEDGES** – Will be led by Councilperson Brent McCaulley.

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. Proclamation recognizing National Preparedness Month. [Louis R. Rigby, Mayor]

b. Employee of the Quarter for Quarters 1 and 2. [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.)*

Charlie Hinds and Joe Davis spoke in support of increasing consent towing rates.

**5. CONSIDERATION OF COUNCILPERSON ABSENCES**

a. **Presentation, discussion, and possible action to excuse the absence of Councilperson Mandi Williams from the August 28, 2023, regular City Council meeting.** [Louis R. Rigby, Mayor]

Mayor Pro Tem Engelken moved to excuse the absence of Councilperson Mandi Williams from the August 28, 2023, regular City Council meeting; the motion was seconded by Councilperson Bentley the motion was adopted, 9-0.

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

- a. Approve the minutes of the August 28, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]
- b. Adopt Ordinance 2023-3950 appointing Janikka Bratton as the Presiding Judge of the City of La Porte Municipal Court of Record and Denise Mitrano as Alternate Judge of the City of La Porte Municipal Court of Record, effective September 25, 2023. [Mayor Louis R. Rigby]
- c. Adopt Resolution 2023-11 establishing a Youth Advisory Council for La Porte, Texas, and abolishing the Youth Commission of La Porte. [Matt Daeumer, Assistant City Manager]
- d. Award Bid #23031 'Bayshore Water Tower Rehabilitation Project' to O&A Classic Coatings and Painting Corporation in the amount of \$208,200.00 and authorize the City Manager to execute a construction contract, including a contingency of \$21,000.00, for a total authorization of \$229,200.00. [Ray Mayo, Director of Public Works]
- e. Award Bid #23025 'Chlorine Gas Detector Rebid' to JCS Industries Inc. in the amount of \$66,620.00, authorize the City Manager to execute a contract with JSC Industries Inc., and provide a contingency of \$3,380.00, for a total authorization of \$70,000.00. [Ray Mayo, Director of Public Works]

Councilperson Williams pulled item b for individual consideration.

Mayor Pro Tem Engelken moved to adopt Ordinance 2023-3950 appointing Janikka Bratton as the Presiding Judge of the City of La Porte Municipal Court of Record and Denise Mitrano as Alternate Judge of the City of La Porte Municipal Court of Record, effective September 25, 2023; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

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

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

- a. **The City Council will hold a public hearing to receive comments on the recommendation of the Dangerous Buildings Inspections Board for condemnation of a dangerous/substandard structure located at 125 Bayshore Ave., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2023-3937 ordering condemnation of dangerous/substandard structures located at 125 Bayshore Avenue, La Porte, Texas. [Richard Glass, Chief Building Official]**

Mayor Rigby opened the public hearing at 6:27 p.m. Richard Glass said the owner had contacted the City to have the dangerous building on the property demolished by the end of the month (the ordinance permits 45 days to do so). Mayor Rigby closed the public hearing at 6:30 p.m.

Mayor Pro Tem Engelken moved to adopt Ordinance 2023-3937 ordering condemnation of dangerous/substandard structures located at 125 Bayshore Avenue, La Porte, Texas; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

- b. **The City Council will hold a public hearing to receive comments on the recommendation of the Dangerous Buildings Inspections Board for condemnation of a dangerous/substandard structure located at 218 Bay St., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2023-3934 ordering condemnation of dangerous/substandard structure located at 218 Bay St., La Porte, Texas [Richard Glass, Chief Building Official]**

Mayor Rigby opened the public hearing at 6:32 p.m. Richard Glass noted the owner had not responded to notification. Mayor Rigby closed the public hearing at 6:33 p.m.

Mayor Pro Tem Engelken moved to adopt Ordinance 2023-3934 ordering condemnation of dangerous/substandard structures located at 218 Bay St., La Porte, Texas; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.



- c. **The City Council will hold a public hearing to receive comments on the recommendation of the Dangerous Buildings Inspections Board for condemnation of a dangerous/substandard structure located at 226 S. Bayshore Dr., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2023-3932 ordering condemnation of dangerous/substandard structure located at 226 S. Bayshore Dr., La Porte, Texas [Richard Glass, Chief Building Official]**

Mayor Rigby opened the public hearing at 6:35 p.m. Richard Glass said the City provided the owner 90 days and have received incomplete documents and additional materials today. Jose Jimenez spoke on behalf of Aaron Castoneda. Without objection, Councilperson Helton moved to hold the public hearing open until September 25, 2023; the motion was seconded by Councilperson Williams; the motion was adopted, 9-0.

- d. **The City Council will hold a public hearing to receive comments on the recommendation of the Dangerous Buildings Inspections Board for condemnation of a dangerous/substandard structure located at 411 S. Blackwell St., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2023-3930 ordering condemnation of dangerous/substandard structure located at 411 S. Blackwell St., La Porte, Texas [Richard Glass, Chief Building Official]**

Mayor Rigby opened the public hearing at 6:53 p.m. Richard Glass said the City had not had a recent response. Mayor Rigby closed the public hearing at 6:54 p.m.

Mayor Pro Tem Engelken moved to adopt Ordinance 2023-3930 ordering condemnation of dangerous/substandard structures located at 411 S. Blackwell St., La Porte, Texas; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

- e. **The City Council will hold a public hearing to receive comments regarding request by applicant Wings Etc. to authorize a variance to Section 6-2 of the Code of Ordinances of the City of La Porte to allow the sale of alcoholic beverages for on-premise consumption at Wings Etc., located at 1023 S. Broadway, La Porte, Texas, within 300 feet of a public school; followed by possible action to adopt Ordinance 2023-3949 authorizing a variance to Section 6-2 of the Code of Ordinances of the City of La Porte, by allowing the sale of alcoholic beverages for on-premise consumption at Wings Etc., located at 1023 S. Broadway, La Porte, Texas, within 300 feet of a public school. (Teresa Evans, Director of Planning and Development)**

Mayor Rigby opened the public hearing at 6:56 p.m. Teresa Evans provided the staff analysis and findings. Lance Stephens spoke in support of the variance. Mayor Rigby closed the public hearing at 7:03 p.m.

Councilperson Martin moved to adopt Ordinance 2023-3949 authorizing a variance to Section 6-2 of the Code of Ordinances of the City of La Porte, by allowing the sale of alcoholic beverages for on-premise consumption at Wings Etc., located at 1023 S. Broadway, La Porte, Texas, within 300 feet of a public school; the motion was seconded by Councilperson McCaulley; the motion was adopted, 9-0.

## **8. STATUTORY AGENDA**

- a. **Presentation, discussion, and possible action to approve the City of La Porte's proposed ad valorem tax rate for the 2023-24 Fiscal Year. [Michael Dolby, Finance Director]**

Mayor Pro Tem Engelken moved to approve the City of La Porte's proposed ad valorem tax rate of \$0.71 per \$100.00 of assessed valuation for the 2023-24 Fiscal Year; Councilperson Bentley seconded the motion; the motion was adopted by a roll call vote, 9-0.

- b. **Presentation, discussion, and possible action to provide administrative staff with direction regarding proposed amendments to the Airport Advisory Board as established in Ordinance**



**2016-3652 and return to City Council for adoption at a future meeting. [Councilpersons Lunsford, Williams, and Helton]**

Mr. Mayo was tasked to gather additional information, visit with the City Manager, and return recommendations at the first meeting in October.

- c. Presentation, discussion, and possible action to provide administrative staff with direction regarding proposed amendments to the City Council Rules of Procedure and Ethics Policy and return to City Council for adoption at a future meeting. [Councilpersons McCaulley, Engelken, and Helton]**

The City Attorney was tasked to draft some alternative proposals. Mayor Pro Tem Engelken also expressed a wish that the items become part of the consent agenda rather than separately.

- d. Presentation, discussion, and possible action on proposed change to the City of La Porte Employee Handbook Chapter 8: 'Employee Wage & Benefits', to require twenty (20) cumulative years of service as opposed to twenty (20) consecutive years of service as a criterion for eligibility for retiree medical benefits. [Councilpersons McCaulley, Martin, and Helton]**

Councilperson McCaulley moved to direct administrative staff to change the City of La Porte Employee Handbook Chapter 8: 'Employee Wage & Benefits', to require twenty (20) cumulative years of service as opposed to twenty (20) consecutive years of service as a criterion for eligibility for retiree medical benefits and bring back to a future meeting for formal approval [by ordinance]; Councilperson Bentley seconded the motion; the motion was adopted, 9-0.

- e. Presentation, discussion, and possible action to provide administrative staff direction based on information provided for a potential pilot program for utilization of hybrid or electric vehicles for non-emergency fleet assets. [Ray Mayo, Director of Public Works]**

Councilperson Helton moved to direct administrative staff to cease work on a potential pilot program for utilization of hybrid or electric vehicles for non-emergency fleet assets; Councilperson Martin seconded the motion; the motion was adopted, 9-0.

- f. Presentation, discussion and possible action to adopt Ordinance 2023-3944, amending Appendix A 'Fees' of the Code Ordinances of the City of La Porte by increasing the maximum allowable charge for non-consent tows performed by automobile wreckers and towing vehicles in the City of La Porte. [Doug Ditrich, Chief of Police]**

Councilperson Martin moved to adopt Ordinance 2023-3944, amending Appendix A 'Fees' of the Code Ordinances of the City of La Porte by increasing the maximum allowable charge for non-consent tows performed by automobile wreckers and towing vehicles in the City of La Porte from \$145 to \$185 and include that the tow fee schedule be reviewed every two years; Mayor Pro Tem Engelken seconded the motion; the motion was adopted, 9-0.

## **9. REPORTS**

- a. Receive report of the Drainage and Flooding Committee meeting. [Councilperson Martin]**

Councilperson Martin reported the Committee received updates on drainage projects and set its next meeting for October 9.

## **10. ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission meeting, September 21
- City Council meeting, September 25
- La Porte Development Corporation Board meeting, September 25

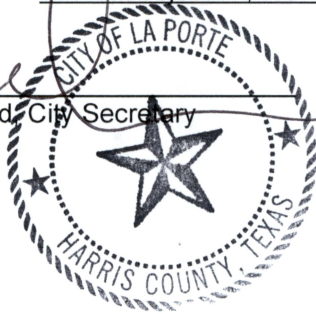
City Manager Corby Alexander said there were no reports.

- 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.

Councilpersons congratulated the Employees of the Quarters and incoming Judge Bratton and wished Judge Mitrano well; requested an update on the redesign of Pecan Park; and congratulated the City Secretary on beginning her fifteenth year.

- 12. ADJOURN** – Without objection, the meeting was adjourned at 8:08 p.m.

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





**ORDINANCE NO. 2016- 3652**

**AN ORDINANCE REPEALING ORDINANCE NO. 1583, ADOPTED ON APRIL 25, 1988, WHICH ESTABLISHED AN AIRPORT ADVISORY BOARD FOR THE CITY OF LA PORTE MUNICIPAL AIRPORT; HEREIN ESTABLISHING AN AIRPORT ADVISORY BOARD FOR THE CITY OF LA PORTE MUNICIPAL AIRPORT; ESTABLISHING THE POWERS AND DUTIES OF THE BOARD; APPOINTING MEMBERS TO THE BOARD; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

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

**Section 1.** The City Council of the City of La Porte hereby expressly repeals Ordinance No. 1583, adopted on April 25, 1988, which established an airport advisory board for the City of La Porte Municipal Airport, as well as all other ordinances or parts of ordinances inconsistent or in conflict herewith.

**Section 2.** The City Council of the City of La Porte hereby establishes an Airport Advisory Board for the City of La Porte Municipal Airport. The Airport Advisory Board shall consist of six (6) persons chosen in accordance with the following six (6) categories, each of whom (with the exception of Position 6) shall serve for the initial terms designated, and thereafter for a three-year (3) term, or until a successor shall have been appointed and duly qualified, to-wit:

- Position 1: shall be a Fixed Base Operator lessee at the City of La Porte Municipal Airport.
- Position 2: shall be a licensed pilot with an aircraft housed at the City of La Porte Municipal Airport.
- Position 3: shall be a licensed pilot who is a resident of the City of La Porte with an aircraft housed at the City of La Porte Municipal Airport.
- Position 4: shall be a resident of the City of La Porte.
- Position 5: shall be an individual in a leadership position approved or suggested by the Chancellor of the San Jacinto College.
- Position 6: shall be the City of La Porte Municipal Airport Manager.

Each year the members of the Board shall elect from among their number a chairman and a secretary. Future appointments to the Board shall be made by the same method and at the usual time as other routine appointments to City of La Porte boards, committees, and commissions. The following persons are named to the City of La Porte Airport Advisory Board, and shall serve for the initial term indicated or until their successors shall have been duly appointed and qualified.



- Position 1: Deborah Rihn-Harvey, fixed base operator lessee; term expiring August 31, 2019.
- Position 2: Grant Tucker, licensed pilot with an aircraft at the airport; term expiring August 31, 2019.
- Position 3: Gerald Gay, licensed pilot who is a resident of the City with an aircraft housed at the airport; term expiring August 31, 2019.
- Position 4: Hector Villarreal, resident of the City; term expiring August 31, 2018.
- Position 5: Van Wigginton, Provost, San Jacinto College, individual in a leadership position approved or suggested by the Chancellor of the College; term expiring August 31, 2018.
- Position 6: Sharon Valiante, City of La Porte Municipal Airport Manager; serves without term.

**Section 3.** It is the intent and purpose of the City Council that the Airport Advisory Board advise City Council from time to time on matters relating to the most desirable and efficient operation of the City of La Porte Municipal Airport. To this end, it is the desire of the City Council that members of the Board establish a communication liaison with the City of La Porte management staff on matters relating to the operation of the City of La Porte Municipal Airport.

Further, it is the desire of the City Council that the Airport Advisory Board review, from time to time, the City of La Porte Airport Master Plan, and recommend to City Council any updates or revisions to such Airport Master Plan. It is the desire of City Council that the Airport Advisory Board make recommendations to City Council on such matters as rules and regulations, and traffic patterns for operations at the City of La Porte Municipal Airport, and for any needed improvements to the facilities at the Airport, including such matters as navigational aids, zoning requests, height restrictions, community development, and the like, as well as any other improvements which the Board feels would enhance the utility of the City of La Porte Municipal Airport to its users and to the community at large.

**Section 4.** If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective

of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

**Section 5.** The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council 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 6.** This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED, this 26<sup>th</sup> day of September, 2016.

CITY OF LA PORTE, TEXAS

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

Louis R. Rigby  
Mayor

ATTEST:

Patrice Fogarty  
Patrice Fogarty  
City Secretary

APPROVED:

Clark T. Askins  
Clark T. Askins  
Assistant City Attorney



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 23, 2023</u>
Councilmembers Williams, Requested By: <u>Helton, and Martin</u>
Department: _____
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

**Exhibits:** Current Livestock ordinance;  
Ordinance limiting the number of pets per household

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

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### SUMMARY & RECOMMENDATION

This item is being placed on the agenda per the request of Council Persons Williams, Helton, and Martin. This item is presented to allow the City Council to consider revisions to the Code of Ordinance that would allow La Porte residents to have chickens in the R1 and R2 zoning districts and to revise the number of domestic pets permitted.

Below are some suggested parameters should the Council have an interest in moving forward with a draft ordinance amendment. (regarding chicken)

1. This ordinance would only apply to hens; not roosters or male chickens.
2. 2 chickens per family member
3. 8 chickens maximum per resident
4. The ordinance would not allow egg production for sale or distribution of any kind.
5. Require that all chickens in R1 and R2 zoning districts be confined to a chicken coop of the appropriate size to humanely accommodate the number of permitted chickens.

Currently, chickens are not permitted on any property less than 1 acre in La Porte.

Second issue:

The code currently restricts the number of unrelated animals at a residence to no more than 3. This frequently limits people's ability to foster animals that are in need of adoption. Council can discuss whether a change to this limit is appropriate.

If changes are desired, staff will work to revise the appropriate ordinance(s) for Council consideration at an upcoming meeting.

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**STRATEGIC PLAN STRATEGY AND GOAL**

**Guiding Principle:** *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.*

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**ACTION REQUIRED BY CITY COUNCIL**

**Presentation, discussion, and possible action to provide staff direction on possible revisions to the current livestock ordinance and/or the ordinance regulating the number of domestic pets per residence.**

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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**



Subpart A - GENERAL ORDINANCES  
Chapter 22 - BUSINESSES  
ARTICLE III. - KENNELS AND PET ESTABLISHMENTS  
DIVISION 1. GENERALLY

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***DIVISION 1. GENERALLY***

**Sec. 22-156. 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:

*Kennel* means any lot, enclosure, premises, structure or building whereon three or more dogs and/or cats over the age of four months are kept or maintained for any purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners; or the impound facility operated by the city.

*Pet animal* means any mammal, bird, amphibian, reptile or other animal commonly kept as a household pet and not governed under chapter 14, article II as livestock or article V as a wild animal.

*Pet establishment* means any shed, building, store, lot or other place within the city where pet animals are sold, offered for sale or bred for sale or distribution.

*Veterinary hospital* means a place where pet animals or livestock are treated for disease or injury, or pet animals are boarded under the supervision of a licensed veterinarian.

(Ord. No. 1559, § 5(5-81), 9-14-87)

Cross reference(s)—Definitions generally, § 1-2.

**Secs. 22-157—22-175. Reserved.**

**Sec. 22-176. Required.**

It shall be unlawful for any person to maintain, keep or possess a kennel or pet establishment without first obtaining a license under the provisions of this article.

(Ord. No. 1559, § 5(5-86), 9-14-87)

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## **Sec. 106-742. Domestic livestock.**

- (a) Domestic livestock (cattle, horses, swine, sheep, goats, chickens, and geese) are a permitted accessory use on lots in excess of one acre (43,560 square feet), provided that all domestic livestock as defined above be restrained by a properly constructed and maintained fence no closer than five feet from property that is not devoted to the keeping of domestic livestock or by a perimeter property (exterior) fence of such construction so as to be impenetrable by livestock and to prevent intrusion into neighboring residential properties, and provided further that said domestic livestock be kept in a concentration that is less than or equal to:

- (1) Two cows per acre.
- (2) Two horses per acre.
- (3) Two swine per acre.
- (4) Two sheep or goats per acre.

Plus one head for each additional one-half acre of land on the same parcel.

- (b) In any event, the total for the above referenced grazing animals (i.e. sheep, goats, swine, cows, or horses) shall be cumulative. In the event of fowl or recreational livestock in the large lot uses, no specific concentration is established herein, but in no event, shall the cumulative concentration of fowl grazing or recreational livestock be such as to create a health hazard or nuisance. The requirements of section 34-126 et seq. shall apply in any event.
- (c) The keeping of livestock or fowl for the purpose of breeding, commercial feeding or sale, whether engaged in as a primary or accessory activity, shall be considered a conditional use as specified by section 106-331 (Table A, residential uses).
- (d) Large lot district only.
- (1) Recreational livestock is a permitted accessory use kept on tracts of contiguous land (under one ownership) totaling one acre in size or larger.
  - (2) For any pre-existing, nonconforming livestock use, without the required primary structure in existence prior to this article, shall be permitted upon submittal and subsequent city approval. Upon such approval registration form shall be issued to the property owner.
  - (3) Recreational livestock concentration shall not exceed grazing livestock concentration unless the following provisions are met:
    - a. A barn and/or similar structure adequate to house livestock is provided to accommodate the number of livestock regardless of type;
    - b. Proper maintenance/care is adequately provided; and
    - c. The site shall be maintained to avoid any public nuisance.

(Ord. No. 2018-3723, § 5, 9-24-18)

## **Sec. 106-743. Breeding kennels (dogs and cats only).**

Breeding kennels for dogs and cats only, are a permitted accessory use on lots in excess of 43,560 square feet, provided that all of such kennels are licensed according to section 14-81 et seq., and any amendments or additions thereto. Provided further that all animals must be boarded in enclosures located no closer than 100 feet from any property line. The requirements of section 34-126 et seq., and any amendments or additions thereto shall apply in any event.



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: 10-23-2023

Requested By: Doug Ditrich, Chief of Police

Department: Police

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Flock Safety Quote & Agreement  
Proration Worksheet for Year 1 Credit  
Sole Source Letter

### Appropriation

Source of Funds: Grant Fund

Account Number: 032-5253-521-2090

Amount Budgeted: \$24,000

Amount Requested: \$8,984.93

Budgeted Item: ☒ Yes ☐ No

## SUMMARY & RECOMMENDATION

In 2020, the Police Department began deploying Flock Safety fixed-position License Plate Reader (LPR) cameras. Flock Safety utilizes unique technology, allowing the Department to use them as a sole source vendor. Since its inception, the Department has deployed nine cameras and intends to add two additional cameras this budget year, for a total of eleven cameras.

Flock Safety's operating system stores data based on the images captured by the cameras. Utilizing this data, officers can look for vehicles that may have been involved in a crime. Officers can also use the data to track the movement of cars based on specific times a particular vehicle passes a LPR camera. Flock cameras enable proactive policing and provide alerts to officers in the field on vehicles used in crimes which have entered the city. These alerts provide officers the opportunity to locate and stop the vehicles, make arrests of wanted persons and recover stolen property. The department currently has several officers and investigators trained on the Flock camera system and they are being utilized daily as an investigative tool. Several other law enforcement agencies in the region also use the Flock system which allows information collected to be searched and shared by the various agencies providing investigative leads in cases and linking suspect and vehicles to crimes in other jurisdictions.

Annual fees and pricing for new system installations have remained unchanged since 2020. However, the vendor recently notified the Department effective October 2023, the annual Operation System fees would be increasing, upon term renewals, from \$2,500 per unit per year to \$3,000 per unit per year. The implementation fees will also increase from \$350 to \$650 per unit.

The vendor did extend an offer to maintain their current annual operation system and maintenance fees if the Department agrees to and signs a five-year contract. This will result in an overall savings of \$27,500 to the City for the contract term.

The contract total is \$138,800; year one fees are \$28,800, and years two through five are \$27,500 each. Year one is higher as it reflects two \$650 implementation fees for the two new units.

Due to overlapping terms, a credit will be applied to year one for \$19,815.07, based on payments previously made. A proration calculator was utilized by the vendor to determine the credits based on the number of days left for each individual LPR camera contract. The total to be invoiced for year one will be \$8,984.93. This figure includes the prorated amount for existing systems of \$2,684.93 and \$6,300 for implementation and annual fees for two additional units to be added this fiscal year.

The Police Department does intend to continue to utilize fixed-position LPRs. We believe it is in the City's best interest to enter into the five-year agreement with Flock Safety due to the cost savings created by the agreement. The Department requests City Council approval for the City Manager to sign all documents relating to the contract.

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

Entering a cost savings agreement for continued use of fixed post license plate readers supports the City's 2023 Strategic Plan Guiding Principles:

*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.*

*Infrastructure and Utilities: The City La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.*

*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**

**Presentation, discussion, and possible action to authorize the City Manager to execute a five-year agreement with Flock Safety for eleven (11) fixed-position License Plate Readers at an expense of \$8,984.93 for year one (1), an annual expense of \$27,500.00 for year two (2) through five (5), and for a total project expense of \$118,948.93.**

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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**

## **Flock Safety + TX - La Porte PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Amanda Spees  
[amanda.spees@flocksafety.com](mailto:amanda.spees@flocksafety.com)  
(470) 763-2071

**flock safety**



**EXHIBIT A**  
**ORDER FORM**

Customer: TX - La Porte PD  
Legal Entity Name: TX - La Porte PD  
Accounts Payable Email: accounting@laportetx.gov  
Address: Attn: Accounts Payable  
604 W Fairmont Parkway La Porte, Texas 77571

Initial Term: 60 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$27,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS ™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	11	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00

<b>Subtotal Year 1:</b>	\$28,800.00
<b>Annual Recurring Subtotal:</b>	\$27,500.00
<b>Discounts:</b>	\$27,500.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$138,800.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**SPECIAL TERMS:**

A one-time invoice credit will be applied to the Year 1 invoice for any payments previously collected.

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$28,800.00
Annual Recurring after Year 1	\$27,500.00
Contract Total	\$138,800.00

\*Tax not included

**Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$27,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00



Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: TX - La Porte PD**

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

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

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

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

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

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

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

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

PO Number: \_\_\_\_\_

Phase	Total Credits
Phase 4	\$1,808.22
Phase 3	\$16,952.05
Phase 2	\$410.96
Phase 1	\$643.84
<b>5 Year Contract</b>	
Year 1 Contract Total	\$22,500.00
Total Credits applied to Year 1 Invoice	\$ 19,815.07
Year 1 Invoice	\$ 2,684.93



### **Sole Source Letter for Flock Safety® ALPR Cameras and Solution**

Flock Safety® is the sole manufacturer and developer of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

**The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. **Vehicle Fingerprint Technology®:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. **Integrated Cloud-Software & Hardware Platform:**

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection



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- Utilizes motion capture to start and stop recording without the need for a reflective plate
  - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
  - On device machine processing to limit LTE bandwidth consumption
  - Cloud storage of footage
  - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
  - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
  - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® ALPR cameras
  - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
  - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
  - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep
6. Situational Awareness:
- FlockOS™ is the world’s first and only public safety operating system compatible with Flock Safety™ live streaming fixed and PTZ Condor camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and

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third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center

- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS™ ESRI-based map
- FlockOS™ features Flock Safety™ unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

## 7. Partnerships:

- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

## 8. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you, 

Garrett Langley CEO, Flock Safety®



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 23, 2023  
Requested By: Matt Daeumer, Asst City Mgr.  
Department: Administration/CMO  
☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** CIP 4th Quarter FY 2022-23 Update

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's fiscal year runs October 1<sup>st</sup> through September 30<sup>th</sup>. Attached is the City of La Porte's Capital Improvement Plan (CIP) program for the fourth quarter of fiscal year 2022-23 for you to review.

The attached CIP Update includes several documents:

- Spreadsheet summary listing all outstanding Capital Projects as of October 1, 2022, with activity through September 30, 2023. This spreadsheet is broken down between the different types of Capital Projects:
  - SEW – Sewer Projects
  - AI – Airport Projects
  - DR – Drainage Projects
  - EMS – EMS Project
  - F216 – F216 Drainage Project
  - FD – Fire Department Project
  - UTL – Utility Projects
  - GEN – General CIP Projects
  - GC – Golf Course Projects
  - AD – Administration Projects
  - MSTR – M Street Projects (TIRZ)
  - SM – Street Maintenance Projects
  - PR – Parks & Recreation Projects
  - PW – Public Works Projects
  - STR – Street Projects
  - CLFR – Grant Projects
  - PD – Police Projects
- Individual Project sheets, which include: 1) project number & name; 2) account number; 3) funding summary by fiscal year for budget, expenditures, encumbrances and remaining budget; 4) project description; and 5) narrative of quarter activity including any photos or diagrams.

The City of La Porte prior to FY 2022-23 had budgeted \$79.6 million for capital projects city-wide. In FY 2022-23, the City Council allocated \$46.9 million for capital projects,

which brought the total budget for the CIP program to \$126.6 million. To-date, the City has spent \$51.3 million on the CIP projects. As of September 30, 2023, the remaining budget to spend on these projects was \$75.2 million. Below is a summary of the City of La Porte CIP program by CIP Type.

<b>CIP Type</b>	<b>Budget Thru FY22</b>	<b>FY 2022-23 Budget</b>	<b>Total Budget</b>	<b>Project To-Date Spent</b>	<b>Budget Balance</b>
Administration	\$984,899	\$591,990	\$1,576,889	\$864,537	\$712,351
Drainage	\$19,135,038	\$10,072,000	\$29,207,038	\$11,755,469	\$17,451,569
EMS	\$1,183,000	\$0	\$1,183,000	\$1,176,352	\$6,648
F216 Phase II & III	\$2,560,864	\$0	\$2,560,864	\$1,374,668	\$1,186,196
Fire Field	\$1,200,000	\$0	\$1,200,000	\$9,500	\$1,190,500
Golf Course	\$797,000	\$975,000	\$1,772,000	\$928,716	\$843,284
General CIP	\$6,736,432	\$400,000	\$7,136,432	\$6,358,298	\$778,134
Police Dept.	\$646,886	\$268,380	\$915,266	\$897,741	\$17,525
Parks & Rec	\$6,524,099	\$1,843,259	\$8,367,358	\$4,806,819	\$3,560,539
Public Works	\$25,921,737	\$31,368,458	\$57,290,195	\$12,015,130	\$45,275,065
Grant Projects (CLFRF)	\$5,664,000	\$229,915	\$5,893,915	\$2,089,151	\$3,804,764
Sewer	\$0	\$400,000	\$400,000	\$377,295	\$22,705
Street Maint.	\$280,000	\$740,135	\$1,020,135	\$730,674	\$129,596
Street	\$5,302,000	\$0	\$5,302,000	\$5,355,202	<b>\$-53,202</b>
Utility	\$2,729,046	\$45,000	\$2,774,046	\$2,408,467	\$365,579
<b>TOTAL</b>	<b>\$79,665,001</b>	<b>\$46,934,137</b>	<b>\$126,599,138</b>	<b>\$51,307,885</b>	<b>\$75,291,253</b>

The CIP 4th Quarter for Fiscal Year 2022-23 update document is attached to provide City Council with more detail concerning the City's CIP program. Staff will be available to answer any questions City Council may have concerning specific CIP Projects. Additionally, staff welcomes any feedback on future formatting and/or added detail needed for the quarterly CIP updates.

\*

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

**Present 4th Quarter CIP Report to City Council.**

**Approved for the City Council meeting agenda.**

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

\_\_\_\_\_  
Date



List of Outstanding Capital Projects as of October 1, 2022- With activity through September 30, 2023												
					Budget			Expenditures			Balance	
				Project	Budget thru			Actual thru	Actual	Encumbrances	Project	Project
	Proj Num	Project Description	Fund	Leader	FY 21-22	FY 22-23	Total	FY 21-22	FY 22-23	FY 22-23	to Date	Balance
	AD0005	Digital Sign Project - Phase II (H/M Funded)	015	EMO	440,000	550,000	990,000	258	355,590	249,990	605,838	384,162
C	AD0006	City Hall Conference Room Expansion - <i>Project to close at year end</i>	015	Parks	48,919	-	48,919	-	-	-	-	48,919
C	AD0008	Bus Covers (EDC Funded) - <i>Project to close at year end</i>	015	CMO	12,000	-	12,000	-	-	-	-	12,000
	AD0009	Election Equipment ( Year 2 of 3)	015	CSO	83,980	41,990	125,970	-	-	-	-	125,970
	AD0010	Wayfinding Signage (H/M Funded)	015	EMO	250,000	-	250,000	-	124,500	124,500	249,000	1,000
	AD0011	Downtown Lighting Enhancements (EDC Funded)	015	CMO	150,000	-	150,000	-	9,700	-	9,700	140,300
		Administration Total			984,899	591,990	1,576,889	258	489,790	374,490	864,538	712,351
	DR0001	TV Insprection of Storm Sewer System	019	Public Works	140,000	20,000	160,000	92,313	3,671	16,330	112,313	47,687
	DR0004	Drainage Materials (in-house)	019	Public Works	270,000	-	270,000	84,621	32,027	-	116,648	153,352
	DR0006	Brookglen Drainage - Design & Construction (HMGP)	015/019/032	Public Works	8,775,000	3,902,000	12,677,000	96,000	362,114	990,475	1,448,589	11,228,411
	DR0007	Bayside Terrace Drainage Improvements Design (HMGP)	003/015/019/032/033	Public Works	6,535,038	4,650,000	11,185,038	269,254	495,597	9,313,068	10,077,919	1,107,119
	DR0008	F101 Lomax Drainage Improvements Design (HMGP)	015/019/032	Public Works	3,350,000	1,500,000	4,850,000	-	-	-	-	4,850,000
	DR0009	Batleground Estates Drainage Improvements Design	019	Public Works	65,000	-	65,000	-	-	-	-	65,000
		Drainage Total			19,135,038	10,072,000	29,207,038	542,188	893,409	10,319,873	11,755,469	17,451,569
C	EMS001	EMS Headquarter Expansion	015	Public Works	1,183,000	-	1,183,000	823,766	345,867	6,719	1,176,352	6,648
		EMS Total			1,183,000	-	1,183,000	823,766	345,867	6,719	1,176,352	6,648
	F216	F216 Phase II & III - Little Cedar Bayou Drainage	015/019/032/050	Public Works	2,560,864	-	2,560,864	1,095,563	184,830	94,275	1,374,668	1,186,196
	FD0002	Fire Field Propane Project	015	Fire	1,200,000	-	1,200,000	9,500	-	-	9,500	1,190,500
	GC0003	Clubhouse Repairs	015	Golf Course	28,000	-	28,000	20,700	7,043	-	27,743	257
	GC0004	Golf Course Land Improvements -	015	Golf Course	169,000	-	169,000	104,250	13,218	-	117,468	51,532
	GC0005	Golf Course Infrastructure (EDC Funded)	015	Golf Course	600,000	-	600,000	482,859	-	-	482,859	117,141
	GC0006	Golf Course Fence (EDC Funded)	015	Golf Course	-	475,000	475,000	-	-	-	-	475,000
	GC0007	Golf Course Pond Remediation (EDC Funded)	015	Golf Course	-	150,000	150,000	-	-	-	-	150,000
	GC0008	Golf Course Land and Development (EDC Funded)	015	Golf Course	-	350,000	350,000	-	300,646	-	300,646	49,354
		Golf Course Total			797,000	975,000	1,772,000	607,809	320,907	-	928,716	843,284
C	GEN641	SunGard ONE Solution - Phase I - <i>Project to close at year end</i>	015	Finance	50,000	-	50,000	28,938	-	-	28,938	21,062
	GEN656	Emergency Prepardness/Generators	015	Public Works	2,400,000	-	2,400,000	2,224,504	8,304	-	2,232,808	167,192
	GEN661	Golf Course Fairway Upgrade	015	Golf Course	170,000	-	170,000	136,434	9,132	-	145,566	24,434
C	GEN671	Infill Sidewalk	015	Public Works	343,000	60,000	403,000	240,343	87,458	59,998	387,799	15,202

List of Outstanding Capital Projects as of October 1, 2022- With activity through September 30, 2023												
					Budget			Expenditures			Balance	
				Project	Budget thru			Actual thru	Actual	Encumbrances	Project	Project
	Proj Num	Project Description	Fund	Leader	FY 21-22	FY 22-23	Total	FY 21-22	FY 22-23	FY 22-23	to Date	Balance
	GEN675	Community Coop Projects	015	CMO	90,000	-	90,000	14,161	9,547	-	23,708	66,293
*	GEN683	Concrete Repair Slab Jacking	033	Public Works	-	40,000	40,000	-	39,011	-	39,011	989
	GEN684	Concrete Repair (Small Sections)	033	Public Works	1,550,000	100,000	1,650,000	1,012,521	411,956	19,748	1,444,225	205,775
C	GEN693	City Hall Renovations - <i>Project to close at yea end</i>	015	Parks	75,763	-	75,763	58,986	-	-	58,986	16,777
	GEN927	Handicap Ramp/sidewalks	033	Public Works	1,550,000	200,000	1,750,000	1,519,596	200,000	-	1,719,596	30,404
	GEN993	Enhancement Grants	015	CMO	507,669	-	507,669	252,662	25,000	-	277,662	230,007
		General Total			6,736,432	400,000	7,136,432	5,488,145	790,407	79,747	6,358,298	778,134
C	PD0001	Body Cameras/Mobile Video Equipment (Year 1 of 5)	015	Police Dept	232,000	-	232,000	229,144	-	-	229,144	2,856
	PD0002	CAD/RMS System Replacement (Year 1 of 2 Funding)	015	Police Dept	314,711	268,380	583,091	196,158	-	386,933	583,091	-
C	PD0003	Audio-Visual System Replacement PD Training Room	015	Police Dept	35,175	-	35,175	-	35,179	-	35,179	(4)
C	PD0004	Kitchen Upgrades to PD	015	Police Dept	65,000	-	65,000	50,327	-	-	50,327	14,673
		Police Department Total			646,886	268,380	915,266	475,629	35,179	386,933	897,741	17,525
	PR0007	Wave Pool Enhancements	015	Parks	1,160,000	943,259	2,103,259	514,559	289,563	916,267	1,720,388	382,871
	PR0008	Design Services for Recreation Center Expansion	015	Parks	3,202,152	250,000	3,452,152	478,907	160,336	275,446	914,689	2,537,463
	PR0011	Broadfway Trail Lighting - Phase II (\$390,156 - EDC Funded)	015	Parks	909,872	-	909,872	827,605	-	22,950	850,555	59,317
C	PR0017	Fairmont Park West Splash Pad (\$200,000- EDC Funded) - <i>Project to close at year end</i>	015	Parks	691,300	-	691,300	621,452	-	-	621,452	69,848
	PR0019	14th Street Playground Equipment (EDC Funded)	015	Parks	55,000	-	55,000	48,601	4,874	-	53,475	1,525
C	PR0021	Fairmont Park Dog Park (EDC Funded)	015	Parks	212,275	-	212,275	69,344	-	-	69,344	142,931
	PR0024	Pecan Park Fence Fabric	015	Parks	93,500	-	93,500	-	-	-	-	93,500
	PR0025	Community Fences	015	CMO	200,000	300,000	500,000	-	236,700	-	236,700	263,300
	PR0026	Fairmont Park - Ball Field Restroom Enhancements	015	Parks	-	350,000	350,000	-	169,826	170,389	340,215	9,785
		Parks & Recreation Total			6,524,099	1,843,259	8,367,358	2,560,468	861,299	1,385,052	4,806,819	3,560,539
	CTYHLL	City Hall	053	Public Works	1,100,000	19,400,000	20,500,000	30,600	47,200	2,185,800	2,263,600	18,236,400
	PW0009	Coupland Drive Improvements	019/033/051	Public Works	1,310,000	-	1,310,000	158,457	9,365	19,804	187,626	1,122,374
	PW0012	Lomax Lift Station Consolidation	051/052	Public Works	10,195,000	-	10,195,000	927,356	23,824	94,618	1,045,798	9,149,202
C	PW0015	Restroom/Pavilion at Five Points	015/032	Public Works	1,144,165	33,458	1,177,623	1,138,435	38,953	2,045	1,179,432	(1,809)
	PW0016	Parking Spaces at Pecan Park	015	Public Works	350,000	-	350,000	344,199	-	-	344,199	5,801
C	PW0020	Fencing on Spencer Highway	015	Public Works	1,240,400	-	1,240,400	471,580	663,908	107,272	1,242,760	(2,360)
	PW0023	Commercial Water Meter Replacement	003	Public Works	145,000	-	145,000	53,755	21,410	3,457	78,621	66,379
	PW0027	Design for Drainage Improvements (6th St/N Madison & W. Main)	051/032	Public Works	475,775	-	475,775	230,095	-	3,753	233,848	241,927
	PW0028	Design Somerton Improvements	003/015/050/051	Public Works	2,350,000	-	2,350,000	1,278,468	-	-	1,278,468	1,071,532
	PW0032	Construct N. 6th/Main to Tyler and Main St Drainage	003/050/032	Public Works	4,788,532	-	4,788,532	754,858	20,453	228,341	1,003,652	3,784,880
	PW0034	Aerial Crossings	003	Public Works	240,000	-	240,000	88,780	42,129	-	130,909	109,091

List of Outstanding Capital Projects as of October 1, 2022- With activity through September 30, 2023												
					Budget			Expenditures			Balance	
				Project	Budget thru			Actual thru	Actual	Encumbrances	Project	Project
	Proj Num	Project Description	Fund	Leader	FY 21-22	FY 22-23	Total	FY 21-22	FY 22-23	FY 22-23	to Date	Balance
	PW0046	Pumps & Equipment Replacement	003	Public Works	200,000	25,000	225,000	174,024	26,973	-	200,997	24,003
	PW0047	25th Street Water Plant Generator (HMGP)	032	Public Works	215,000	-	215,000	-	-	-	-	215,000
	PW0048	Lift Station 40 (HMGP)	032	Public Works	120,000	-	120,000	-	-	-	-	120,000
	PW0054	Copper Limit Study	003	Public Works	100,000	-	100,000	46,000	-	-	46,000	54,000
	PW0059	Public Works Facility Design	015	Public Works	750,000	-	750,000	-	-	-	-	750,000
	PW0060	Pecan Park Parking Lot (pecan Park Improvement Project)	015/032	Public Works	973,000	-	973,000	111,094	9,713	35,195	156,003	816,997
	PW0061	Plant 9 Ground Storage Tank Replacement	003	Public Works	30,000	-	30,000	15,000	15,000	-	30,000	-
	PW0062	City Lago at Fairmont Parkway & Wharton Weems	003	Public Works	93,000	-	93,000	-	-	-	-	93,000
	PW0063	SH146 Utility Relocation (TXDOT)	003	Public Works	101,865	930,000	1,031,865	68,459	418,114	86,939	573,512	458,353
	PW0064	Facilities Major Equipment Replacement	015	Public Works	-	100,000	100,000	-	32,761	195	32,956	67,044
	PW0065	Public Works Facility Improvements	015	Public Works	-	9,000,000	9,000,000	-	-	1,035,200	1,035,200	7,964,800
	PW0066	Lift Station Improvement	003	Public Works	-	35,000	35,000	-	34,881	-	34,881	119
	PW0067	WWTP SCADA System (Year 1 of 3)	003	Public Works	-	60,000	60,000	-	-	55,916	55,916	4,084
	PW0068	Recoat Bayshore Tower	003	Public Works	-	450,000	450,000	-	30,000	15,000	45,000	405,000
	PW0069	Lift Station 31 Rehabilitation	003	Public Works	-	80,000	80,000	-	69,482	-	69,482	10,518
	PW0070	Lift Station 30 Rehabilitation	003	Public Works	-	400,000	400,000	-	-	-	-	400,000
	PW0071	3 Lift Station Pump Replacements	003	Public Works	-	150,000	150,000	-	28,500	113,945	142,445	7,555
	PW0072	Lead/Copper Services Line Replacement	003	Public Works	-	125,000	125,000	-	-	85,852	85,852	39,148
	PW0073	WWTP Pump Replacement	003	Public Works	-	160,000	160,000	-	-	157,525	157,525	2,475
	PW0074	WWTP Clarifer Telescoping Valve Replacement	003	Public Works	-	140,000	140,000	-	138,900	-	138,900	1,100
	PW0075	CL2 and SO2 Scale Replacement	003	Public Works	-	30,000	30,000	-	26,340	-	26,340	3,660
	PW0076	Stair Screen Rebuild	003	Public Works	-	100,000	100,000	-	100,000	-	100,000	-
	PW0077	Polymer Tanks and Motor Replacement	003	Public Works	-	50,000	50,000	-	47,908	-	47,908	2,092
	PW0078	Street Condition Assessment	033	Public Works	-	100,000	100,000	-	34,056	13,244	47,300	52,700
		Public Works Total			25,921,737	31,368,458	57,290,195	5,891,159	1,879,870	4,244,102	12,015,130	45,275,065
	CLFRF	Grant Works	032	Public Works	400,000	-	400,000	-	117,920	262,465	380,385	19,615
	CLFRF1	Main Sewer Rehabilitation	032	Public Works	700,000	-	700,000	-	658,000	-	658,000	42,000
C	CLFRF2	Lift Station Improvements	032	Public Works	35,000	-	35,000	18,648	11,464	-	30,112	4,888
C	CLFRF3	Belt Press Rehabilitation	032	Public Works	200,000	-	200,000	-	198,320	-	198,320	1,680
	CLFRF4	Freeze Proof Pressure Monitors	032	Public Works	35,000	-	35,000	-	-	-	-	35,000
C	CLFRF5	Ground Tank Replacement	032	Public Works	300,000	75,000	375,000	-	375,000	-	375,000	-
C	CLFRF6	Lift Station Pump Replacement	032	Public Works	100,000	4,915	104,915	-	104,914	-	104,914	1
	CLFRF8	Replace Blower	032	Public Works	105,000	-	105,000	-	105,000	-	105,000	-
	CLFRF9	Rehabilitation Lift Station	032	Public Works	220,000	-	220,000	-	55,904	127,516	183,420	36,580
	CLFR10	Chlorine Safety Valves	032	Public Works	54,000	-	54,000	-	-	54,000	54,000	-

List of Outstanding Capital Projects as of October 1, 2022- With activity through September 30, 2023												
					Budget			Expenditures			Balance	
				Project	Budget thru			Actual thru	Actual	Encumbrances	Project	Project
	Proj Num	Project Description	Fund	Leader	FY 21-22	FY 22-23	Total	FY 21-22	FY 22-23	FY 22-23	to Date	Balance
	CLFR11	F216 Phase III	032	Public Works	1,500,000	-	1,500,000	-	-	-	-	1,500,000
	CLFR12	Battledground Estates	032	Public Works	150,000	150,000	300,000	-	-	-	-	300,000
	CLFR15	Lomax Lift Station Consolidation	032	Public Works	1,865,000	-	1,865,000	-	-	-	-	1,865,000
		Grants Public Works Department			5,664,000	229,915	5,893,915	18,648	1,626,522	443,981	2,089,151	3,804,764
*	SEW669	Sanitary Sewer Rehabilitation	018	Public Works	-	400,000	400,000	-	330,626	46,669	377,295	22,705
*	SM0002	Asphalt Street Surfacing	033	Public Works	-	720,135	720,135	-	720,132	3	720,135	-
	SM0003	Street Repair Material (in-house)	033	Public Works	280,000	20,000	300,000	159,862	10,542	-	170,404	129,596
		Street Maintenance Total			280,000	740,135	1,020,135	159,862	730,674	3	890,539	129,596
C	STR7TH	South 7th Street Paving and Drainage		Public Works	5,302,000	-	5,302,000	4,724,055	631,147	-	5,355,202	(53,202)
		STR Total	003/019/033	Public Works	5,302,000	-	5,302,000	4,724,055	631,147	-	5,355,202	(53,202)
	UTL655	Meter Replacement Program (Residential)	003	Finance	2,539,046	-	2,539,046	1,987,956	145,357	69,643	2,202,956	336,090
	UTL697	Valve Replacement Program (In-House)	003	Public Works	190,000	-	190,000	129,005	33,240	-	162,245	27,755
*	UTL898	In House Waterline Replacement		Public Works	-	45,000	45,000	-	43,266	-	43,266	1,734
		Utility Total			2,729,046	45,000	2,774,046	2,116,961	221,862	69,643	2,408,467	365,579
					79,665,001	46,934,137	126,599,138	24,514,010	9,342,389	17,451,486	51,307,885	75,291,253
C	Completed Projects - will be closed out at end of fiscal year.											
*					-							



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

Account Number:	0156054-510				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22		\$ 440,000	\$ 258	\$ -	
Fiscal Year 22-23		550,000	355,590	249,990	
Total		<u>\$ 990,000</u>	<u>\$ 355,848</u>	<u>\$ 249,990</u>	<u>\$ 384,162</u>

### PROJECT DESCRIPTION

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

The project was an effort to enhance existing signage to allow for both community and emergency announcements. The signs will primarily be used to promote City events and programs but can be activated with warning information during an emergency. (EDC Funded \$350,000)

**Future Operating Impact:** Anticipate minimal utility and maintenance cost.

### FIRST QUARTER FY 22-23

In the 4<sup>th</sup> quarter of 2022, Staff brought forward to Council approval of the Community Library sign that will be installed mid-first quarter of 2023. Upon installation of the new sign, staff will confirm the sign meets our standards and bring forward to Council the complete package.

### SECOND QUARTER FY 22-23

Staff has received approved purchasing cooperative quotes to take to Council for approval. A sign package will be provided to the Council for approval. Will include parks signs, two building signs and entry signs. Staff will evaluate remaining funds and any remaining needs related to signage.

### THIRD QUARTER FY 22-23

The council has approved several signs through the signage project. Final placement locations and designs are being communicated with the sign vendor. This includes entrance, building, and park signs. Signs are being manufactured.

### FOURTH QUARTER FY 22-23

Signs continue to be manufactured and will be scheduled for installation. Sites visits have been conducted to ensure optimal use of signs. Permits have been issued for installation.

## AD0006 – City Hall Conference Room Expansion

Account Number:	0150156060-510				Budget
		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21		48,919	-	-	
Fiscal Year 21-22		-	-	-	
Fiscal Year 22-23		-	-	-	
Total		<u>\$ 48,919</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 48,919</u>

### PROJECT DESCRIPTION

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

***Future Operating Impact:*** None

### FIRST QUARTER FY 22-23

Project has been placed on HOLD due to design and construction plans for new City Hall.  
Project to close out at year end.

**AD0008 – Harris County Transit Bus Stop Covers (EDC Funded)**

Account Number:	0159892-675				Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>	
Fiscal Year 20-21	\$ 12,000	\$ -	\$ -		
Fiscal Year 21-22	-	-	-		
Fiscal Year 22-23	-	-	-		
Total	<u>\$ 12,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,000</u>	

**PROJECT DESCRIPTION**

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

***Future Operating Impact:*** Maintenance and painting.

**FIRST QUARTER FY 22-23**

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No update this quarter.

**SECOND QUARTER FY 22-23**

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No update this quarter.

**THIRD QUARTER FY 22-23**

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Project to close at year end.

## AD0009 – Election Equipment (Year 2 of 3)

Account Number:	0156067-510				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 20-21	\$	41,990	\$ -	\$ -	
Fiscal Year 21-22		41,990	-	-	
Fiscal Year 22-23		41,990	-	-	
Total	\$	<u>125,970</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 125,970</u>

### PROJECT DESCRIPTION

In preparation for the replacement of the election equipment, \$41,990 has been set aside in Fiscal Years 2021 and 2022. Fiscal Year 2023 will complete the final year of funding. The equipment has been working well and received maintenance in January 2020, but is aging, is not intuitive, in terms of touch screens, and does not provide voters with a copy of their votes as recorded, which has become a national trend. Legislation adopted in 2021 requires upgraded equipment to be in place in 2026. LPISD indicated in spring 2020 that they are open to contributing to the equipment purchases when necessary. when this project was proposed. Due to issues following the COVID pandemic and resulting 2022 inflationary trends, it will not be a surprise to find that some additional funding will be necessary.

**Future Operating Impact:** Minimal.

### FIRST QUARTER FY 22-23

No activity in first quarter FY 22-23.

### SECOND QUARTER FY 22-23

No activity in the second quarter FY 22-23.

### THIRD QUARTER FY 22-23

No activity in third quarter FY 22-23.

### FOURTH QUARTER FY 22-23

No activity in fourth quarter FY 22-23.



## AD0010 – Wayfinding Signage (H/M Funded)

Account Number:	0156054-510				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22		\$ 250,000	\$ -	\$ -	
Fiscal Year 22-23		-	124,500	124,500	
Total		<u>\$ 250,000</u>	<u>\$ 124,500</u>	<u>\$ 124,500</u>	<u>\$ 1,000</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Anticipate minimal utility and maintenance cost.

### FIRST QUARTER FY 21-22

In the 4<sup>th</sup> quarter of 2022, Staff brought forward to Council approval of the Community Library sign that will be installed mid-first quarter of 2023. Upon installation of the new sign, staff will confirm the signs meets our standards and bring forward to Council the complete package.

### SECOND QUARTER FY 22-23

Staff has received approved purchasing cooperative quotes to take to Council for approval. A sign package will be provided to the Council for approval. This will include all wayfinding signs. Staff will evaluate remaining funds and any remaining needs related to signage.

### THIRD QUARTER FY 22-23

The council has approved the Wayfinding signage project. Signs are being manufactured and staff continue to work with the vendor.

### FOURTH QUARTER FY 22-23

OEM and Marketing have run into an issue with TxDOT. The wayfinding signs are being reviewed for compliance with TxDOT rules and codes. This may result in a new format or layout for the wayfinding signs. Unfortunately, the TxDOT review process takes time.

## AD0011 – Downtown Lighting Enhancement (EDC Funded)

Account Number:	0016060-510			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 150,000	\$ -	\$ -	
Fiscal Year 22-23	-	9,700	-	
Total	<u>\$ 150,000</u>	<u>\$ 9,700</u>	<u>\$ -</u>	<u>\$ 140,300</u>

### PROJECT DESCRIPTION

This project is funded by the EDC for the purpose of funding the installation of lighting fixtures and related safety enhancements in downtown La Porte.

**Future Operating Impact:** *Maintenance and painting of Light Post. Improved safety and appearance on Main Street.*

### FIRST QUARTER FY 22-23

The lighting project has been completed by CenterPoint with no charge to the City.

Staff met with Main Street business owners and identified safety concerns. One of those is lighting and sidewalk safety concerns. We will work on a design study to enhance lighting and safety on W. Main St.

### SECOND QUARTER FY 22-23

No update this quarter.

### THIRD QUARTER FY 22-23

Staff had additional fencing installed at the new Five Points Plaza Pavilion for the safety of citizens along East Main Street. Staff is working on string lighting enhancements for Five Points Plaza and along West Main Street.



## **AD0011 – Downtown Lighting Enhancement (EDC Funded), continued**

### **FOURTH QUARTER FY 22-23**

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Staff continue to work with vendors on lighting at Five Points Plaza. Downtown Texas has performed an assessment of our downtown area. When the report is back, we will present it to City Council and look for other areas of improvement.

## DR0001 – TV Inspection of Storm Sewer System

Account Number: 0199881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	20,000	23,029	-	
Fiscal Year 17-18	20,000	1,286		
Fiscal Year 18-19	20,000	16,356	-	
Fiscal Year 19-20	30,000	13,428	-	
Fiscal Year 20-21	30,000	19,854	-	
Fiscal Year 21-22	20,000	18,360	-	
Fiscal Year 22-23	20,000	3,671	16,330	
Total	<u>\$ 160,000</u>	<u>\$ 95,984</u>	<u>\$ 16,330</u>	<u>\$ 47,687</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** No impact is anticipated.

### FIRST QUARTER FY 22-23

Inspected existing 48" corrugated metal outfall pipe at 3703 Roseberry to determine extent of a repair.

### SECOND QUARTER FY 22-23

A work order has been issued to evaluate South 4<sup>th</sup> Street from Fairmont Parkway to West F St.

### THIRD QUARTER FY 22-23

No activity this quarter.

### FOURTH QUARTER FY 22-23

South 4<sup>th</sup> Street Completed



## DR0004 – Drainage Materials (in-house)

Account Number: 0199881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 17-18	60,000	18,593	-	
Fiscal Year 18-19	60,000	45,695	-	
Fiscal Year 19-20	75,000	5,503	-	
Fiscal Year 20-21	75,000	-	-	
Fiscal Year 21-22	-	14,830	-	
Fiscal Year 22-23	-	32,027	-	
Total	<u>\$ 270,000</u>	<u>\$ 116,648</u>	<u>\$ -</u>	<u>\$ 153,352</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** None

### FIRST QUARTER FY 22-23

Repaired collapsed 48" corrugated metal outfall pipe at 3703 Roseberry.



### SECOND QUARTER FY 22-23

No activity this quarter.

## **DR0004 – Drainage Materials (in-house), continued**

### **THIRD QUARTER FY 22-23**

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Major repairs performed on outfalls at Fern Rock and Roseberry.



Roseberry



### **FOURTH QUARTER FY 22-23**

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No activity this quarter.

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

Account Number:	015/0199881-690				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 18-19		275,000	-	-	
Fiscal Year 19-20		4,000,000	-	-	
Fiscal Year 20-21		1,500,000	-	-	
Fiscal Year 21-22		3,000,000	96,000	-	
Fiscal Year 22-23		3,902,000	362,114	990,475	
Total		<u>\$ 12,677,000</u>	<u>\$ 458,114</u>	<u>\$ 990,475</u>	<u>\$ 11,228,411</u>

**PROJECT DESCRIPTION**

This project will design and construct drainage improvements to mitigate the effect of flooding in the Brookglen subdivision.

***Future Operating Impact:*** Improvements to drainage system and neighborhood

**FIRST QUARTER FY 22-23**

Consultants are in the process of surveying and preparing models.

**SECOND QUARTER FY 22-23**

The consultant developed two mitigation options while preparing the preliminary engineering report. Monthly progress meetings are held with staff and various stakeholders.

**THIRD QUARTER FY 22-23**

The consultant has completed the preliminary engineering report for local improvements to up-size storm sewer and re-design street slope.

**FOURTH QUARTER FY 22-23**

The consultant has been given authorization to move forward with final design efforts, approaching 60%. The project will be constructed in two phases due to the available budget.

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

Account Number:	003/015/019/032/0339881-690				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 18-19		100,000	-	-	
Fiscal Year 19-20		2,200,000	85,459	-	
Fiscal Year 20-21		2,000,000	140,251	-	
Fiscal Year 21-22		2,135,038	43,544	-	
Fiscal Year 22-23		4,750,000	495,597	9,313,068	
Total		<u>\$ 11,185,038</u>	<u>\$ 764,851</u>	<u>\$ 9,313,068</u>	<u>\$ 1,107,119</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** None

**FIRST QUARTER FY 21-22**

100% of the construction plans have been submitted by the engineering consultant. Project solicitation is expected to be advertised in mid-January.

**SECOND QUARTER FY 22-23**

Project is currently being advertised, bid opening is set for May 3<sup>rd</sup>, 2023.

**THIRD QUARTER FY 22-23**

Project was awarded to Environmental Allies LLC. Notice to Proceed is scheduled for August 7<sup>th</sup> 2023. This project as a 550 calendar days duration. Held a town hall with residents on July 31<sup>st</sup> to hear concerns and educate citizens on the process. They were given contact information for the contractors and City representatives.



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

**FOURTH QUARTER FY 22-23**

Construction started on August 7, 2023. Progress is currently on schedule. Some gas line conflicts have been encountered.



## DR0008 – F-101 Lomax Drainage Improvements - Design

Account Number: 015/019/0329881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 18-19	150,000	-	-	
Fiscal Year 19-20	3,200,000	-	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	-	
Fiscal Year 22-23	1,500,000	-	-	
Total	<u>\$ 4,850,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,850,000</u>

### PROJECT DESCRIPTION

This project funds the City's portion of funding to partner with Harris County Flood Control District to re-design or widen the F101 Drainage Channel to reduce the effects of multiple pipeline crossings that affect channel elevation and ultimate capacity.

**Future Operating Impact:** None

### FIRST QUARTER FY 22-23

Harris County Flood Control District (HCFCD) extended the project limits to include the area from Valleyview to Lomax School Road, as originally discussed. Potential improvements within the extended project limits are being evaluated by HCFCD consultant.

### SECOND QUARTER FY 22-23

Harris County Flood Control has provided a technical memorandum regarding the project. HCFCD is in the process of drafting an interlocal agreement for La Porte participation for the improvements.

### THIRD QUARTER FY 22-23

No activity this period.

### FOURTH QUARTER FY 22-23

Harris County Flood Control has drafted an interlocal agreement to proceed with the improvements. The City and HCFCD are currently in negotiation on the agreement terms.

## CLFR14 – F-101 Lomax Drainage

Account Number:	0329881-690				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 21-22		\$ 1,550,000	\$ -	\$ -	
Fiscal Year 22-23		(1,550,000)	-	-	
Total		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

This project funds the City's portion of funding to partner with Harris County Flood Control District (HCFCD) to re-design or widen F101 Drainage Channel to reduce the efforts of multiple pipeline crossings that effect channel elevation and ultimate capacity.

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

### FIRST QUARTER FY 22-23

HCFCD extended the project limits to include the area from Valleyview to Lomax School Road, as originally discussed. Potential improvements within the extended project limits are being evaluated by HCFCD consultant. Awaiting project funding from second Coronavirus Local Fiscal Recovery Fund (CLFRF) tranche.

### SECOND QUARTER FY 22-23

Harris County Flood Control has provided a technical memorandum regarding the project. HCFCD is in the process of drafting an interlocal agreement for La Porte participation for the improvements.

### THIRD QUARTER FY 22-23

Funds moved to Bayside Terrace Drainage Improvements Design - DR0007 (1,550,000).

## DR0009 – Battleground Estates Drainage Improvements Design

Account Number:	0199881-690				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 18-19		65,000	-	-	
Fiscal Year 19-20		-	-	-	
Fiscal Year 20-21		-	-	-	
Fiscal Year 21-22		-	-	-	
Fiscal Year 22-23		-	-	-	
Total		<u>\$ 65,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 65,000</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Improve storm water drainage in the area.

### FIRST QUARTER FY 22-23

Awaiting additional project funding from second Coronavirus Local Fiscal Recovery Fund (CLFRF) tranche. No activity this quarter.

### SECOND QUARTER FY 22-23

No activity this quarter.

### THIRD QUARTER FY 22-23

No activity this quarter.

### FOURTH QUARTER FY 22-23

With data from the F-101 design, Preliminary Engineering can now begin.



## CLFR12 – Battleground Estates

Account Number:	0329881-690			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 150,000	\$ -	\$ -	
Fiscal Year 22-23	150,000	-	-	
Total	<u>\$ 300,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 300,000</u>

### PROJECT DESCRIPTION

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

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

### FIRST QUARTER FY 22-23

No activity this quarter. Awaiting project funding from second Coronavirus Local Fiscal Recovery Fund (CLFRF) tranche

### SECOND QUARTER FY 22-23

No activity this quarter.

### THIRD QUARTER FY 22-23

No activity this quarter.

### FOURTH QUARTER FY 22-23

With data from the F-101 design, Preliminary Engineering can now begin.

## EMS001 – EMS Headquarter Expansion

Account Number: 0155059-522

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 19-20	583,000	48,757	-	
Fiscal Year 20-21	100,000	32,502	-	
Fiscal Year 21-22	500,000	742,507	-	
Fiscal Year 21-23	-	345,867	6,719	
Total	<u>\$ 1,183,000</u>	<u>\$ 1,169,633</u>	<u>\$ 6,719</u>	<u>\$ 6,648</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Improved quality of life for employees on shift at EMS.

### FIRST QUARTER FY 22-23

Project is nearing completion. Substantial completion was reached in December 2022.



### SECOND QUARTER FY 22-23

Project is completed.

## F216 – Phase 2 & 3 – Little Cedar Bayou Drainage

Account Number: 015/019/032/050-9892-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 12-13	\$ 1,500,000	34,180	\$ -	
Fiscal Year 13-14	-	345	-	
Fiscal Year 14-15	-	(1,845)	-	
Fiscal Year 15-16	-	175,404	-	
Fiscal Year 16-17	35,864	196,372	-	
Fiscal Year 17-18	-	56,868	-	
Fiscal Year 18-19	825,000	447,564	-	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	200,000	25,590	-	
Fiscal Year 21-22	-	161,085	-	
Fiscal Year 22-23	-	184,830	94,275	
Total	<u>\$ 2,560,864</u>	<u>\$ 1,280,393</u>	<u>94,275</u>	<u>\$ 1,186,196</u>

### PROJECT DESCRIPTION

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

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

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

### FIRST QUARTER FY 22-23

Consultant has completed existing conditions modeling and is finalizing proposed conditions modeling and project alternatives. Bi-weekly progress meetings are held to track project progression.

### SECOND QUARTER FY 22-23

The consultant evaluated various mitigation options based on the 100-year rain event. An ultimate mitigation option was determined but requires optimization for less intense rain events. The project schedule was updated to reflect the current project timeline.

### THIRD QUARTER FY 22-23

The feasibility of each project option is being reviewed as the drainage impact analysis is being completed. Three options are under review.

## **F216 – Phase 2 & 3 – Little Cedar Bayou Drainage, continued**

### **FOURTH QUARTER FY 22-23**

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Harris County Flood Control has provided comments on the PER. The project is under review by HCFCD for scoring and additional funding. This project will have to be constructed in phases due to available budget.



## CLFR11 – F216 Phase III

Account Number:	0329881-690				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22		\$ 1,500,000	\$ -	\$ -	
Fiscal Year 22-23		-	-	-	
Total		<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>

### PROJECT DESCRIPTION

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

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

### FIRST QUARTER FY 21-22

Awaiting distribution of project funding from second Coronavirus Local Fiscal Recovery Fund (CLFRF) tranche. Consultant has completed existing conditions modeling and is finalizing proposed conditions modeling and project alternatives. Bi-weekly progress meetings are held to track project progression.

### SECOND QUARTER FY 22-23

The consultant evaluated various mitigation options based on the 100-year rain event. An ultimate mitigation option was determined but requires optimization for less intense rain events. The project schedule was updated to reflect the current project timeline.

### THIRD QUARTER FY 22-23

The feasibility of each project option is being reviewed as the drainage impact analysis is being completed. Three options are under review.

### FOURTH QUARTER FY 22-23

Harris County Flood Control has provided comments on the PER. The project is under review by HCFCD for scoring and additional funding. This project will have to be constructed in phases due to available budget.

## FD0002 – Fire Field Propane Project

Account Number:	0155051-522				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 19-20		\$ 1,200,000	\$ 9,500	\$ -	
Fiscal Year 20-21		-	-	-	
Fiscal Year 21-22		-	-	-	
Fiscal Year 22-23		-	-	-	
Total		<u>\$ 1,200,000</u>	<u>\$ 9,500</u>	<u>\$ -</u>	<u>\$ 1,190,500</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Increased safety for citizens and fire fighters. More realistic training.

### FIRST QUARTER FY 22-23

Working with Purchasing and Permitting to create Request for Proposal for fire field project.

### SECOND QUARTER FY 22-23

Completed soil core samples and waiting on results. Working with City Attorney and Purchasing to prepare a presentation to Council on a possible exception for the burn building in Texas Local Government Code. Sec. 252.022(2) that allows for "a procurement necessary to preserve or protect the public health or safety of the municipality's residents."

### THIRD QUARTER FY 22-23

Conducting additional research on burn buildings per CMO. Reviewing potential contractors for foundation work. Scheduling a pre-development meeting with City of La Porte to check on requirements for engineering and flood plan design.

### FOURTH QUARTER FY 22-23

Fire Department has applied for a pre-development meeting with COLP. Based on permitting and site design guidance, Fire Department will work with Purchasing and CMO to design and bid the project.

## GC0003 – Clubhouse Repairs

Account Number:	0156049-551				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 18-19		28,000	-	-	
Fiscal Year 19-20		-	11,122	-	
Fiscal Year 20-21		-	9,577	-	
Fiscal Year 21-22		-	-	-	
Fiscal Year 22-23		-	7,043	-	
Total		<u>\$ 28,000</u>	<u>\$ 27,742</u>	<u>\$ -</u>	<u>\$ 258</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Minimal

### FIRST QUARTER FY 22-23

Restrooms doors in the clubhouse were bid out for replacement. ABCO Door Company was awarded the bid. Doors will be replaced in the 2<sup>nd</sup> Quarter FY2023.

### SECOND QUARTER FY 22-23

New women's and men's restroom doors were installed. Staff will stain the four doors to complete the restroom door project.



### THIRD QUARTER FY 22-23

New outdoor tables and chairs were added for the overflow of players during busy tournament season. This will complete this project.

## **GC0003 – Clubhouse Repairs, continued**

### **FOURTH QUARTER FY 22-23**

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This project has been completed.



## GC0004 – Golf Course Land Improvements

Account Number: 0156049-551

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 19-20	\$ 169,000	\$ -	\$ -	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	104,250	-	
Fiscal Year 22-23	-	13,218	-	
Total	<u>\$ 169,000</u>	<u>\$ 117,468</u>	<u>\$ -</u>	<u>\$ 51,532</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Improve safety for players and maintenance for golf carts.

### FIRST QUARTER FY 22-23

No projects were scheduled in the 1<sup>st</sup> quarter FY2023.

### SECOND QUARTER FY 22-23

Fence repair on hole number 5 was bid out to Detail Construction. Project began early April and completed in 5 days.

### THIRD QUARTER FY 22-23

Cart path repair on hole #15 has been put out for bid.

### FOURTH QUARTER FY 22-23

Cart path repair will be presented to council on October 9<sup>th</sup> for approval to proceed with low bidder Aztec Remodeling and Landscaping. Once approved, the project will be scheduled for repairs.

**GC0005 – Golf Course Infrastructure II (EDC Funded)**

Account Number:	0156049-551				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 20-21		600,000	-	-	
Fiscal Year 21-22		-	482,859	-	
Fiscal Year 22-23		-	-	-	
Total		<u>\$ 600,000</u>	<u>\$ 482,859</u>	<u>\$ -</u>	<u>\$ 117,141</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** Improve safety for players and maintenance for golf carts.

**FIRST QUARTER FY 22-23**

No projects were scheduled in the 1<sup>st</sup> Quarter of FY2023.

**SECOND QUARTER FY 22-23**

No projects were scheduled for Golf Course Infrastructure this quarter.

**THIRD QUARTER FY 22-23**

Bulkhead replacement on hole #15 has been put out for bid along with new bulkhead being added to hole #1.

**FOURTH QUARTER FY 22-23**

Bulkhead repair and replacement on hole number 15 and new additional bulkhead will be added to hole #1. This project will be presented to the Council on October 9<sup>th</sup> for approval to proceed with low bidder Aztec Remodeling and Landscaping. Once approved, the project will be scheduled for repairs. Once this project is completed, this project will be completed.

## GC0006 – Golf Course Fence

Account Number:	0156049-551			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 22-23	475,000	-	-	
Total	<u>\$ 475,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 475,000</u>

### PROJECT DESCRIPTION

This project will fund the design, construction, and installation of the golf course fence.

**Future Operating Impact:** Anticipate minimal utility and maintenance cost.

### FIRST QUARTER FY 22-23

Bay Forest staff has had discussions on creating a drainage ditch on golf course side of the property on hole #5 to build a mound between the drainage ditch and current wrought iron fencing to keep water from golf course flowing into the retention pond in adjacent neighborhood and washing out the land the wrought iron fence is on. Once the drainage ditch is complete, bids will be submitted for replacement of current wrought iron fencing.

### SECOND QUARTER FY 22-23

Completing measurements and preparing specs to bid the project.

### THIRD QUARTER FY 22-23

Measurements are complete and being put together to send out for bid. Fence to be replaced with wrought iron fencing will be hole #5, #11 along the park, Hole #12 to Wharton Weems will replace the chainlink fence. Hole #7 the current chain link fence will be replace with new 6' black vinyl fencing with privacy slats.

### FOURTH QUARTER FY 22-23

This project will be rolled over into FY 23 – 24.

## GC0007 – Golf Course Pond Remediation

Account Number:	0156049-551			
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 22-23	150,000	-	-	
Total	<u>\$ 150,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 150,000</u>

### PROJECT DESCRIPTION

This project will fund the pond remediation of the golf course.

**Future Operating Impact:** Anticipate minimal utility and maintenance cost.

### FIRST QUARTER FY 22-23

Golf Course Superintendent consulted with a company who specializes in pond remediation for a scope of work needed for renovation. More discussion will be needed to game plan for a minimal disturbance to the Bay Forest clientele and a minimum of property damage due to the heavy equipment needed for the project.

### SECOND QUARTER FY 22-23

No activity this quarter.

### THIRD QUARTER FY 22-23

No activity this quarter

### FOURTH QUARTER FY 22-23

This project will be rolled over into FY 23 – 24.



## GC0008 – Golf Course Land and Development

Account Number:	0156049-551				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 22-23		350,000	300,646	-	
Total		<u>\$ 350,000</u>	<u>\$ 300,646</u>	<u>\$ -</u>	<u>\$ 49,354</u>

### PROJECT DESCRIPTION

This project will be used to acquire additional land and improvements at the golf course.

**Future Operating Impact:** Anticipate minimal utility and maintenance cost.

### FIRST QUARTER FY 22-23

The City closed on the property at the entrance to the golf course on January 12, 2023.

### SECOND QUARTER FY 22-23

No activity this quarter.

### THIRD QUARTER FY 22-23

No activity this quarter.

### FOURTH QUARTER FY 22-23

This project will be rolled over into FY 23 – 24.

## GEN641 – SunGard ONE Solution – Phase 1

Account Number: 0159892-641

Accounting:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 12-13	\$ 50,000	\$ 28,938	\$ -	
Fiscal Year 13-14	-	-	-	
Fiscal Year 14-15	-	-	-	
Fiscal Year 15-16	-	-	-	
Fiscal Year 16-17	-	-	-	
Fiscal Year 17-18	-	-	-	
Fiscal Year 18-19	-	-	-	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	-	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 50,000</u>	<u>\$ 28,938</u>	<u>\$ -</u>	<u>\$ 21,062</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Minimal

### FIRST QUARTER FY 22-23

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

### SECOND QUARTER FY 22-23

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

### THIRD QUARTER FY 22-23

We are using these funds to integrate Neptune 360 with OneSolution. Project to close at year end.

## GEN656 – Emergency Preparedness/Generators

Account Number:	0159892-656				Budget
Funding:	Budget	Expenditures	Encumbrances	Budget	Remaining
Fiscal Year 12-13	\$ 1,100,000	\$ 135,104	\$ -		
Fiscal Year 13-14	1,300,000	1,805,301	-		
Fiscal Year 14-15	-	184,879	-		
Fiscal Year 15-16	-	35,445	-		
Fiscal Year 16-17	-	23,777	-		
Fiscal Year 17-18	-	-	-		
Fiscal Year 18-19	-	300	-		
Fiscal Year 19-20	-	-	-		
Fiscal Year 20-21	-	38,298	-		
Fiscal Year 21-22	-	1,400	-		
Fiscal Year 22-23	-	8,304	-		
Total	<u>\$ 2,400,000</u>	<u>\$ 2,232,808</u>	<u>\$ -</u>	<u>\$ 167,192</u>	

### PROJECT DESCRIPTION

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

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

### FIRST QUARTER FY 22-23

No activity for this quarter.

### SECOND QUARTER FY 22-23

Generator leads were purchased for the Water Production generator.

### THIRD QUARTER FY 22-23

No activity for this quarter.

### FOURTH QUARTER FY 22-23

No activity for this quarter.

## GEN661 – Golf Course Fairway Upgrade

Fiscal Year 12-13	\$ 170,000	\$ 12,442	\$ -	
Fiscal Year 13-14	-	28,007	-	
Fiscal Year 14-15	-	33,843	-	
Fiscal Year 15-16	-	22,665	-	
Fiscal Year 16-17	-	17,200	-	
Fiscal Year 17-18	-	14,736		
Fiscal Year 18-19	-	-		
Fiscal Year 19-20	-	-		
Fiscal Year 20-21	-	4,480		
Fiscal Year 21-22	-	3,061		
Fiscal Year 22-23	-	9,132		
<b>Total</b>	<b>\$ 170,000</b>	<b>\$ 145,566</b>	<b>\$ -</b>	<b>\$ 24,434</b>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Improve overall health of the golf course.

### FIRST QUARTER FY 22-23

Tree removal and new sod on hole #18 to create more sunshine and wind flow to encourage more grass growth was completed.





## **GEN661 – Golf Course Fairway Upgrade, continued**

### **FIRST QUARTER FY 22-23**

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### **SECOND QUARTER FY 22-23**

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Five (5) pallets of sod were purchased to repair many irrigation leaks around the golf course.

### **THIRD QUARTER FY 22-23**

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New drainage is being put in on the East side of hole #10 fairway along with removal of two trees to generate more sunlight and air flow to encourage grass growth.

Old drainage pipe was replaced with new drainage pipe and cover with white gravel. New bank sand will be spread under two existing trees and in place of the two trees removed and added new sod for better playing conditions.

### **FOURTH QUARTER FY 22-23**

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We did fairway leveling on #7.

## GEN671 – Infill Sidewalk

Account Number:	0159892-671			Budget
Funding:	Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 19-20	\$ 223,000	\$ -	\$ -	
Fiscal Year 20-21	60,000	223,000	-	
Fiscal Year 22-22	60,000	17,343	-	
Fiscal Year 22-23	60,000	87,458	59,998	
Total	<u>\$ 403,000</u>	<u>\$ 327,800</u>	<u>\$ 59,998</u>	<u>\$ 15,202</u>

### PROJECT DESCRIPTION

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

***Future Operating Impact:*** None

### FIRST QUARTER FY 22-23

Infill sidewalk project is 50% complete.



### SECOND QUARTER FY 22-23

Project is 75% complete.

### THIRD QUARTER FY 22-23

Project is 90% completed contract will finish out this portion of the contract before the fourth quarter report.



## **GEN671 – Infill Sidewalk, continued**

### **FOURTH QUARTER FY 22-23**

Shady River sections and 100 block of East Main are completed.

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## GEN675 – Community Coop Projects

Account Number: 0158080-552

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 18-19	30,000	9,101	-	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	30,000	-	-	
Fiscal Year 21-22	30,000	5,000	-	
Fiscal Year 22-23	-	9,547	-	
Total	<u>\$ 90,000</u>	<u>\$ 23,648</u>	<u>\$ -</u>	<u>\$ 66,353</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** None.

### FIRST QUARTER FY 22-23

We have one outstanding agreement with Fairmont Park West HOA for an entry monument at Wilmont and Fairmont Pkwy in the amount of \$5,000.00. The monument has been ordered but has not been installed. No request for reimbursement currently.

Council Member Martin asked if we could expand this program to other areas. We are researching and may have to use alternate funding due to Economic Development requirements.

### SECOND QUARTER FY 22-23

The staff has done some aggressive advertising. We have one new agreement with Summer Winds HOA and two more applications that are in the process.

### THIRD QUARTER FY 22-23

Fairmont Park West HOA has received their reimbursement of \$5,000.00. We are waiting for the completion of the bridge project with Summer Winds HOA. We entered into a new agreement with the Retreat at Bay Forest North HOA for a new neighborhood monument.

### FOURTH QUARTER FY 22-23

Retreat at Bay Forest North has completed their agreement and the monument has been installed. They have received their reimbursement of \$4,546.50. We have received an application for a new monument project from Fairmont Park HOA.



## GEN683 – Concrete Slab Jacking

Account Number:	0339892-683				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 22-23		\$ 40,000	\$ 39,011	\$ -	
Total		<u>\$ 40,000</u>	<u>\$ 39,011</u>	<u>\$ -</u>	<u>989</u>

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

### PROJECT DESCRIPTION

This annual program includes slab jacking locations where settling has occurred on roadway slab sections throughout the City.

**Future Operating Impact:** No impact is anticipated.

### FIRST QUARTER FY 22-23

No activity this period.

### SECOND QUARTER FY 22-23

Slab jacking performed at the following locations: Willmont at Rustic Gate; Willmont at Rustic Rock; Willmont at Clairmont; Willmont at Fairmont Parkway; Catlett at Roseberry; Roseberry at Carlow; Roseberry at Catlett; and Farrington at Spencer.

### THIRD QUARTER FY 22-23

Slab jacking performed at the following locations: Sylvan, Farrington, Valley Brook/Catlett, Valley Brook/Belfast, Oak Leaf, Creekview

### FOURTH QUARTER FY 22-23

Slab jacking performed at the following locations: Collingswood, Birch Dr., Spruce Dr. North, Maple and Sycamore

## GEN684 – Concrete Repair (Small Sections)

Account Number:	0339892-684				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 13-14	\$	100,000	\$	-	
Fiscal Year 14-15		150,000		2,529	-
Fiscal Year 15-16		200,000		4,011	-
Fiscal Year 16-17		200,000		263,949	-
Fiscal Year 17-18		200,000		-	-
Fiscal Year 18-19		200,000		223,176	-
Fiscal Year 19-20		200,000		5,284	-
Fiscal Year 20-21		200,000		213,903	-
Fiscal Year 21-22		100,000		299,670	-
Fiscal Year 22-23		100,000		411,956	19,748
Total		<u>\$ 1,650,000</u>		<u>\$ 1,424,477</u>	<u>205,775</u>

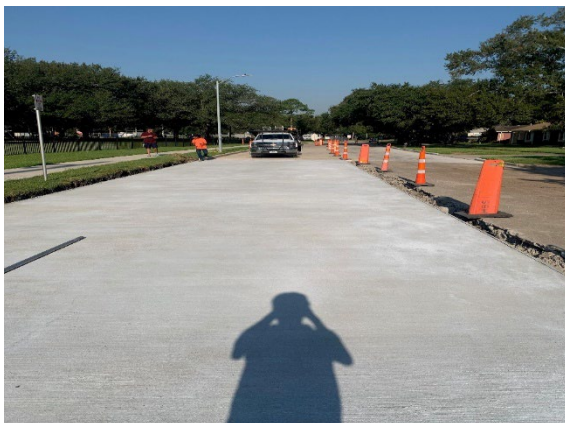
### PROJECT DESCRIPTION

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

**Future Operating Impact:** No impact is anticipated.

### FIRST QUARTER FY 22-23

Project is 60% complete. Construction is expected to wrap up in the early 2<sup>nd</sup> quarter. Staff have begun identifying new concrete street repair locations, in preparation for the next contract renewal.



### SECOND QUARTER FY 22-23

No activity this quarter. The contractor transitioned to addressing infill sidewalk work orders and expects to complete the remainder of the concrete small sections scope of work by early May 2023.

## **GEN684 – Concrete Repair (Small Sections), continued**

### **THIRD QUARTER FY 22-23**

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Project is 85% completed contract will finish out this portion of the contract before the fourth quarter report.



### **FOURTH QUARTER FY 22-23**

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Project is 95% complete.



## GEN693 – City Hall Renovations

Account Number:	0159892-693				Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget</u>	<u>Remaining</u>
Fiscal Year 15-16	\$ 20,000	\$ -	\$ -	-	
Fiscal Year 16-17	-	-	-	-	
Fiscal Year 17-18	70,000	-	-	-	
Fiscal Year 18-19	-	-	-	-	
Fiscal Year 19-20	(14,237)	45,561	-	-	
Fiscal Year 20-21	-	13,425	-	-	
Fiscal Year 21-22	-	-	-	-	
Fiscal Year 22-23	-	-	-	-	
Total	<u>\$ 75,763</u>	<u>\$ 58,986</u>	<u>\$ -</u>	<u>\$ 16,777</u>	

### PROJECT DESCRIPTION

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

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

### FIRST QUARTER FY 22-23

Project has been placed on HOLD due to design and construction plans for new City Hall.  
Project to close out at year end.



## GEN927 – Sidewalk Replacement & Handicap Ramps

Account Number: 0199881-690

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 14-15	200,000	5,790	-	
Fiscal Year 15-16	150,000	105,050	-	
Fiscal Year 16-17	300,000	126,375	-	
Fiscal Year 17-18	200,000	285,651	-	
Fiscal Year 18-19	200,000	118,220	-	
Fiscal Year 19-20	200,000	63,210	-	
Fiscal Year 20-21	200,000	214,431	-	
Fiscal Year 21-22	100,000	600,870	-	
Fiscal Year 22-23	200,000	200,000	-	
Total	<u>\$ 1,750,000</u>	<u>\$ 1,719,596</u>	<u>\$ -</u>	<u>\$ 30,404</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** No impact is anticipated.

### FIRST QUARTER FY 22-23

The contractor has not mobilized to La Porte. No activity this quarter.

### SECOND QUARTER FY 22-23

The contractor is currently on site and has started sidewalk repairs. Project is currently 25% complete.



## GEN927 – Sidewalk Replacement & Handicap Ramps, continued

### THIRD QUARTER FY 22-23

Project is complete for this FY. Project will resume 23-24.

## GEN993 – Façade Enhancement Grant (EDC Funded)

Account Number:	0159892-993				Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget</u>	<u>Remaining</u>
Fiscal Year 09-10	\$ 200,000	\$ -	\$ -		
Fiscal Year 10-11	-	6,179	-		
Fiscal Year 11-12	-	25,000	-		
Fiscal Year 12-13	-	32,780	-		
Fiscal Year 13-14	100,000	17,611	-		
Fiscal Year 14-15	-	34,339	-		
Fiscal Year 15-16	107,669	50,925	-		
Fiscal Year 16-17	-	19,932	-		
Fiscal Year 17-18	-	-	-		
Fiscal Year 18-19	-	28,504	-		
Fiscal Year 19-20	-	-	-		
Fiscal Year 20-21	-	37,392	-		
Fiscal Year 21-22	100,000	-	-		
Fiscal Year 22-23	-	25,000	-		
Total	<u>\$ 507,669</u>	<u>\$ 277,662</u>	<u>\$ -</u>	<u>\$ 230,007</u>	

### PROJECT DESCRIPTION

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

**Future Operating Impact:** None

### FIRST QUARTER FY 22-23

The La Porte Development Board entered into enhancement agreements with DA Mayuri Products LLC for façade improvements at 207 W. Main Street, for a total reimbursable amount of \$4,900.00. Work has begun but is not complete.

The La Porte Development Board entered into an enhancement agreement with Marion Campise for façade and beautification enhancements at the Main Street Entertainment and Food Park, 402 W. Main Street for total reimbursement not to exceed \$25,000.00. Work has begun but is not complete.

## **GEN993 – Façade Enhancement Grant (EDC Funded), continued**

### **SECOND QUARTER FY 22-23**

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No updates for this quarter.

### **THIRD QUARTER FY 22-23**

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No updates this quarter.

### **FOURTH QUARTER FY 22-23**

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No updates this quarter.

## MSTR- M Street – TIRZ Project

Account Number:	0157071-531				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 19-20		1,500,000	-	-	
Fiscal Year 20-21		-	-	-	
Fiscal Year 21-22		-	-	-	
Fiscal Year 22-23		(1,500,000)	-	-	
Total		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Provide new investment opportunities for businesses in the M Street Area.

### FIRST QUARTER FY 22-23

Gauge Engineering has been chosen by the TIRZ Board to examine possibilities to trim construction costs. The previous design is under review.

### SECOND QUARTER FY 22-23

The consultant prepared preliminary design modifications. The preliminary design is being reviewed for engineering optimization.

### THIRD QUARTER FY 22-23

Funds moved to Bayside Terrace Drainage Improvements Design - DR0007 (1,500,000). The M Street project will be constructed by the TIRZ.



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

Account Number:	0155253-521				Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>		<u>Remaining</u>
Fiscal Year 21-22	\$ 232,000	\$ 229,144	\$ -		
Fiscal Year 22-23	-	-	-		
Total	<u>\$ 232,000</u>	<u>\$ 229,144</u>	<u>\$ -</u>		<u>\$ 2,856</u>

### PROJECT DESCRIPTION

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

***Future Operating Impact:*** Anticipate minimal maintenance cost.

### FIRST QUARTER FY 22-23

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The yearly fee has been processed. No further expenditures expected out of the account for this project.

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

Account Number: 0155253-521

Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 314,711	\$ 196,158	\$ -	
Fiscal Year 22-23	268,380	1,560	118,553	
Total	<u>\$ 583,091</u>	<u>\$ 197,718</u>	<u>\$ 118,553</u>	<u>\$ 266,820</u>

### PROJECT DESCRIPTION

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

***Future Operating Impact:*** No impact is anticipated due to the handling of League City.

### FIRST QUARTER FY 22-23

The Department has been coordinating with Motorola and this project is currently in the beginning phases.

### SECOND QUARTER FY 22-23

The project remains at the beginning phases.

## PD0003 – Audio Visual System Replacement - -PD Training Room

Account Number: 0155252-521

Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 35,175	\$ -	\$ -	
Fiscal Year 22-23	-	35,175	-	
Total	<u>\$ 35,175</u>	<u>\$ 35,175</u>	<u>\$ -</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

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

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**Future Operating Impact:** No impact is anticipated.

### FIRST QUARTER FY 22-23

Project has been completed.

## PD0004 – Kitchen Upgrade at PD

Funding:	Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 21-22	\$ 65,000	\$ 50,327	\$ -	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 65,000</u>	<u>\$ 50,327</u>	<u>\$ -</u>	<u>\$ 14,673</u>

### PROJECT DESCRIPTION

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

***Future Operating Impact:*** No impact is anticipated.

### FIRST QUARTER FY 22-23

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This project is complete.



## PR0007 – Wave Pool Enhancements

Account Number:	0158080-552				Budget
Funding:	Budget	Expenditures	Encumbrances	Budget Remaining	
Fiscal Year 17-18	410,000	67,680	-		
Fiscal Year 18-19	250,000	413,814	-		
Fiscal Year 19-20	250,000	33,065	-		
Fiscal Year 20-21	250,000	-	-		
Fiscal Year 21-22	-	-	-		
Fiscal Year 22-23	943,259	289,563	916,267		
Total	<u>\$ 2,103,259</u>	<u>\$ 804,122</u>	<u>\$ 916,267</u>	<u>\$ 382,871</u>	

### PROJECT DESCRIPTION

This project will fund replastering of the pool, replacement of tiles and decking, installation of a shade structure with concrete pads, new umbrellas, and restroom upgrades. Included in this project is replastering the pool, removing a cracked beam, changing the pool to a zero-depth entry instead of a small step down, installing drains, and repairing coping.

**Future Operating Impact:** Anticipate utility and maintenance cost.

### FIRST QUARTER FY 22-23

Raindrop has signed the contract and is awaiting approval of the initial P.O. to begin construction of splash pad elements. Due to Raindrops' delay in executing bonds, there is not time to complete all installations. The play elements will be added to the dog ears prior to 2023 pool season and construction of the splash pad will not be completed prior to the beginning of the 2023 swim season.

### SECOND QUARTER FY 22-23

Due to the above-mentioned delays, it is planned to have one of the aquatics play units installed prior to the start of the 2023 swim season. This is predicated on the on-time delivery of components and no unforeseen issues with installation.

### THIRD QUARTER FY 22-23

The aquatics play unit was installed and has been functioning since the pool opening. We have had one of the baffles for the wave pool explode and will need to be repaired during the off season. Currently awaiting delivery of the remaining splash pad and aquatics play unit components for installation at the end of the current swim season.

### FOURTH QUARTER FY 22-23

Currently working on final approvals for placement of splashpad on the property. Have begun receiving shipment of the elements for the splash pad and 2<sup>nd</sup> aquatics play unit. The wave pool equipment is no longer generating waves. Due to the age of equipment, the vendor of the current equipment is no longer able to provide replacement parts for the control panel rendering the system unrepairable. Purchasing has completed the scope of work and is soliciting bids to repair the system as soon as possible.

**PR0008 – Recreation Center Expansion Phase I & Phase II (EDC Funded)**

Account Number:	0158080-552			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 17-18	500,000	30,475	-	
Fiscal Year 18-19	2,702,152	14,087	-	
Fiscal Year 19-20	-	272,235	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	162,110	-	
Fiscal Year 22-23	250,000	160,336	275,446	
Total	<u>\$ 3,452,152</u>	<u>\$ 639,243</u>	<u>\$ 275,446</u>	<u>\$ 2,537,463</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** Anticipate an increase in utilities, maintenance, and staff costs.

**FIRST QUARTER FY 22-23**

75% of drawings were completed in early December. 95% drawings are expected in late January and will be presented to Permit, Facilities and P&R for review and comment. Currently the project is 1 – 2 months behind schedule due to project management company and delays. The council will be updated on the project in January 2023.

**SECOND QUARTER FY 22-23**

Plans have been completed and submitted to the City Permit Department for approval. Pending approval, PGAL and Purchasing will move forward to the bidding phase of the project.

**THIRD QUARTER FY 22-23**

The bid process has been started and bids received. Anticipate awarding project in early August. Once the bid is awarded, a pre-construction meeting will be scheduled.

**FOURTH QUARTER FY 22-23**

The bid for the Recreation and Fitness Center renovation has been awarded. Currently awaiting approval of the company's financial audit. Once this is received, Public Works will schedule a pre-construction meeting to discuss lead times and the optimal start time for construction.

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

Account Number:	0158080-552			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 18-19	480,700	-	-	
Fiscal Year 19-20	-	241,392	-	
Fiscal Year 20-21	-	141,188	-	
Fiscal Year 21-22	429,172	445,025	-	
Fiscal Year 22-23	-	-	22,950	
Total	<u>\$ 909,872</u>	<u>\$ 827,605</u>	<u>\$ 22,950</u>	<u>\$ 59,317</u>

**PROJECT DESCRIPTION**

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

**Future Operating impact:** Anticipate minimal utility cost.

**FIRST QUARTER FY 22-23**

Project has been completed.

**Third Quarter FY 22-23**

Staff are purchasing four (4) spare lights as replacements. \$50,000 will be transferred to CIP PR0008 Recreation Center Expansion Phase I. The project will be closed at the end of this year.

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

Account Number:	0158080-552				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21		291,300	70,310	-	
Fiscal Year 21-22		400,000	551,142	-	
Fiscal Year 22-23		-	-	-	
Total		<u>\$ 691,300</u>	<u>\$ 621,452</u>	<u>\$ -</u>	<u>\$ 69,848</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** Minimal

**FIRST QUARTER FY 22-23**

We are awaiting the completion of the Monarch Waystation Garden and possible installation of a restroom in this park.

**SECOND QUARTER FY 22-23**

The splashpad has been completed. Currently the staff is putting together a recommendation for a prefabricated family restroom.

**THIRD QUARTER FY 22-23**

\$69,848.00 will be transferred to PR008 Recreation Center Expansion Phase I. Project will be closed at the end of the year.



**PR0019 – 14<sup>th</sup> Street Playground Equipment (EDC Funded)**

Account Number:	0158080-552			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	55,000	40,952	-	
Fiscal Year 21-22	-	7,649	-	
Fiscal Year 22-23	-	4,874	-	
Total	<u>\$ 55,000</u>	<u>\$ 53,475</u>	<u>\$ -</u>	<u>\$ 1,525</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** Minimal

**FIRST QUARTER FY 22-23**

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Project is still on hold pending approval of the drainage project plans by the Army Corps of Engineers. Once plans are completed and approved, we will determine if there is room in the park to allow for placement of playground.

**SECOND QUARTER FY 22-23**

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Project is still on hold pending approval of the drainage project plans by the Army Corps of Engineers. Once plans are completed and approved, we will determine if there is room in the park to allow for placement of playground.

**THIRD QUARTER FY 22-23**

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Currently meeting with other city departments to determine how best to proceed with this project. Currently assessing funding opportunities for this project as well.

**FOURTH QUARTER FY 22-23**

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Due to the various entities involved in this project, it has been determined to postpone the project until there is a comfort level in planning that we are in compliance with all requirements.

**PR0021 – Fairmont Park Dog Park (EDC Funded)**

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 212,275	\$ 69,344	\$ -	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 212,275</u>	<u>\$ 69,344</u>	<u>\$ -</u>	<u>\$ 142,931</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** Anticipate minimal utility and maintenance cost.

**FIRST QUARTER FY 22-23**

Project is complete.

**THIRD QUARTER FY 22-23**

EDC will advertise the 60-day public comment period to transfer these funds to PR008 Recreation Center Expansion Phase I. Project will be closed at the end of the year.

**FOURTH QUARTER FY 22-23**

The 60-day comment period is up. EDC will vote transfer the funds on 10-23-23.

**PR0024 – Pecan Park Fence Fabric**

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 93,500	\$ -	\$ -	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 93,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 93,500</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** No impact is anticipated.

**FIRST QUARTER FY 22-23**

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Project continues to be incorporated into the PW0016. We continue to review plans and provide support as needed.

**SECOND QUARTER FY 22-23**

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Project continues to be incorporated into the PW0016. We continue to review plans and provide support as needed.

**FOURTH QUARTER FY 22-23**

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PW0016 – Parking Space at Pecan Park has been awarded to Mar-Con Services. The construction contract has been executed. Construction will commence next quarter. This project will be completed along with the parking lot.

## PR0025 – Community Fences (Year 2 of 2)

Account Number:	0158080-552				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22		200,000	-	-	
Fiscal Year 22-23		300,000	236,700	-	
Total		<u>\$ 500,000</u>	<u>\$ 236,700</u>	<u>\$ -</u>	<u>\$ 263,300</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** We anticipate future funding and additional neighborhoods applying for funding.

### FIRST QUARTER FY 22-23

The council awarded grants to the Lakes of Fairmont Green HOA, Summer Winds HOA, and Bay Point Townhomes HOA. To date, we have not received any request for reimbursement. Work has been done at Summer Winds and we have reached out to the HOA President with no response. The grant program will be reopened from January 1-March 31, 2023, and has been distributed to all HOAs in the City.

### SECOND QUARTER FY 22-23

The three above projects are complete. Summer Winds HOA has been reimbursed. Bay Point Townhomes is awaiting payment. Lakes of Fairmont Green has applied for reimbursement, but we are working with them to obtain the necessary backup for payment.

Received two additional applications, taking those to the Fencing Ad-Hoc Committee on May 8, 2023.

### THIRD QUARTER FY 22-23

Bay Point Townhomes HOA and Lakes of Fairmont Green HOA have received their payment. We entered into a new agreement with the Retreat at Bay Forest North HOA for a new fence. This project has been completed and they have received their payment as well. We have an executed agreement with the Oyster Bay Subdivision, waiting for construction to begin.

### FOURTH QUARTER FY 22-23

The Retreat at Bay Forest North HOA has completed their construction and received their payment. Oyster Bay has completed their construction, awaiting request for reimbursement. We received a new application from Spencer Landing in the amount of \$79,928.40. The council approved this agreement on September 25, 2023.

## PR0026 – Fairmont Park – Ball Field Restroom Enhancements

Account Number: 0158080-552

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 22-23	\$ 350,000	\$ 169,826	\$ 170,389	
Total	<u>\$ 350,000</u>	<u>\$ 169,826</u>	<u>\$ 170,389</u>	<u>\$ 9,786</u>

### PROJECT DESCRIPTION

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This project will fund enhancements for the restrooms at Fairmont Park Ball Field.

**Future Operating Impact:** Anticipated minimal utility and maintenance cost.

### FIRST QUARTER FY 22-23

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P.O. has been issued for the demolition of the existing structure. We have received a quote for the restroom and are getting estimates for a geotechnical study and cost estimate for the City's scope of work for the project. Once these are completed, we will present them to the council for approval.

### SECOND QUARTER FY 22-23

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Purchase orders have been issued to cover all the scope of work required by the city. Old restroom has been demolished. Portable restrooms have been placed in the park until work is completed. Prefabricated restroom will be presented to the council on April 10 for approval.

### THIRD QUARTER FY 22-23

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Approval was received for this project. The restroom has been ordered and is currently awaiting delivery.

### FOURTH QUARTER FY 22-23

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Fabrication of restroom has begun. Walls have been fabricated and roof has been started. Still awaiting a delivery date at this time. All other aspects are in place to install restroom once delivered.



## CTYHLL – City Hall

Account Number: 0537070-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 21-22	1,100,000	30,600	-	
Fiscal Year 22-23	19,400,000	47,200	2,185,800	
Total	<u>\$ 20,500,000</u>	<u>\$ 77,800</u>	<u>\$ 2,185,800</u>	<u>\$ 18,236,400</u>

### PROJECT DESCRIPTION

The La Porte City Hall was first constructed in 1978. It was renovated and expanded in 2002 as part of a bond election in 2000. After 20 years a new City Hall Facility will be built to accustomed to the current needs of the City. This project will fund the planning, acquisition, design, construction, and equipment to provide a more efficient and effective City Hall.

**Future Operating Impact:** Increase in utility, maintenance, and staff cost is anticipated.

### FIRST QUARTER FY 22-23

BRW Architects have prepared a preliminary floor plan, site concept with renderings, and an opinion of total costs. Preparations are being made to present this information to the steering committee.

### SECOND QUARTER FY 22-23

The City Council Ad Hoc Committee met to discuss potential funding options on January 9, 2023. In the last quarter, staff have received condition reports on an existing building that may be an option.

### THIRD QUARTER FY 22-23

City staff and BRW have been negotiating a proposal for the design of City Hall. Authorization to proceed may be provided next quarter.

### FOURTH QUARTER FY 22-23

BRW Architects have begun design on the City Hall Building.

## PW0009 – Coupland Drive Improvements

Account Number: 019/033/0517071-533

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 15-16	200,000	17,021	-	
Fiscal Year 16-17	1,110,000	12,096	-	
Fiscal Year 17-18	-	27,960	-	
Fiscal Year 18-19	-	60,830	-	
Fiscal Year 19-20	-	14,848	-	
Fiscal Year 20-21	-	24,517	-	
Fiscal Year 21-22	-	1,185	-	
Fiscal Year 22-23	-	9,365	19,804	
Total	<u>\$ 1,310,000</u>	<u>\$ 167,822</u>	<u>\$ 19,804</u>	<u>\$ 1,122,374</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** None.

### FIRST QUARTER FY 22-23

Project was bid on November 29, 2022. One single bid exceeded the project budget. The bid is scheduled to be rejected. The project is expected to be re-bid next quarter.

### SECOND QUARTER FY 22-23

This project is scheduled to be constructed in Phase II of the Lomax Lift Station Consolidation Project.

### THIRD QUARTER FY 22-23

This project is scheduled to be constructed in Phase II of the Lomax Lift Station Consolidation Project.

### FOURTH QUARTER FY 22-23

This project is scheduled to be constructed in Phase II of the Lomax Lift Station Consolidation Project, which we expect to go to bid in the 3<sup>rd</sup> quarter of FY24.

## PW0012 – Lomax Lift Station Consolidation Design

Account Number:	015/052-7086-532				Budget
Funding:	Budget	Expenditures	Encumbrances	Budget	Remaining
Fiscal Year 15-16	195,000	-	-	-	-
Fiscal Year 16-17	-	8,205	-	-	-
Fiscal Year 17-18	500,000	308,971	-	-	-
Fiscal Year 18-19	9,500,000	186,963	-	-	-
Fiscal Year 19-20	-	348,979	-	-	-
Fiscal Year 20-21	-	43,230	-	-	-
Fiscal Year 21-22	-	31,008	-	-	-
Fiscal Year 22-23	-	23,824	94,618	-	-
Total	<u>\$ 10,195,000</u>	<u>\$ 951,180</u>	<u>\$ 94,618</u>	<u>\$ 9,149,202</u>	

### PROJECT DESCRIPTION

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

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

### FIRST QUARTER FY 22-23

Design is completed. Project was bid on November 29, 2022. One single bid exceeded the project budget. The bid is scheduled to be rejected. The project is expected to be re-bid next quarter.

### SECOND QUARTER FY 22-23

Texas Water Development Board is preparing a plan for supplemental funding for many Texas projects. A plan to phase the construction efforts has been submitted to TWDB. A Supplemental Project Information form was submitted to TWDB on February 3, 2023.

### THIRD QUARTER FY 22-23

Phase 1 of the project is being re-packed for bidding. Application has been made to Texas Water Development Board for additional funding.

### FOURTH QUARTER FY 22-23

Application for additional funding has been accepted and scheduled to appear on the TWDB agenda October 5<sup>th</sup>, 2023. Phase I is the regional lift station and is expected to be ready for TWDB approvals and bidding next quarter. Phase II will be the force main from the lift station to Fairmont Pkwy, the bulk of the underground work and Coupland Drive improvements. We expect Phase II to be ready for TWDB approvals and bidding in the 3<sup>rd</sup> quarter of FY24.

## CLFR15 – Lomax Lift Station Consolidation Design

Account Number:	0329881-690				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 21-22		\$ 1,865,000	\$ -	\$ -	
Fiscal Year 22-23		-	-	-	
Total		<u>\$ 1,865,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,865,000</u>

### PROJECT DESCRIPTION

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

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

### FIRST QUARTER FY 22-23

Design is completed. Project was bid on November 29, 2022. One single bid exceeded the project budget. The bid is scheduled to be rejected. The project is expected to be re-bid next quarter.

### SECOND QUARTER FY 22-23

Texas Water Development Board is preparing a plan for supplemental funding for many Texas projects. A plan to phase the construction efforts has been submitted to TWDB. A Supplemental Project Information form was submitted to TWDB on February 3, 2023.

### THIRD QUARTER FY 22-23

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Application for additional funding has been accepted and scheduled to appear on the TWDB agenda October 5<sup>th</sup>, 2023. Phase I is the regional lift station and is expected to be ready for TWDB approvals and bidding next quarter. Phase II will be the force main from the lift station to Fairmont Pkwy, the bulk of the underground work and Coupland Drive improvements. We expect Phase II to be ready for TWDB approvals and bidding in the 3<sup>rd</sup> quarter of FY24.

## PW0015 – Restroom/Pavilion at Five Points

Account Number: 0157070-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 400,000	\$ -	\$ -	
Fiscal Year 17-18	-	-	-	
Fiscal Year 18-19	-	23,109	-	
Fiscal Year 19-20	350,000	72,542	-	
Fiscal Year 20-21	394,165	469,629	-	
Fiscal Year 21-22	33,458	573,155	-	
Fiscal Year 22-23	-	38,953	2,045	
Total	<u>\$ 1,177,623</u>	<u>\$ 1,177,387</u>	<u>\$ 2,045</u>	<u>(1,809)</u>

### PROJECT DESCRIPTION

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

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

**Future Operating Impact:** Minimal

### FIRST QUARTER FY 22-23

Substantial completion was reached on November 22, 2022. The contractor is working to address punch list items.



### SECOND QUARTER FY 22-23

Project is completed.



## PW0016 – Parking Spaces at Pecan Park

Account Number:	0157070-530			Budget
Funding:	Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 16-17	\$ 350,000	\$ 45,535	\$ -	
Fiscal Year 17-18	-	46,063	-	
Fiscal Year 18-19	-	203,599	-	
Fiscal Year 19-20	-	20,502	-	
Fiscal Year 20-21	-	28,500	-	
Fiscal Year 21-22	-	-	-	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 350,000</u>	<u>\$ 344,199</u>	<u>\$ -</u>	<u>\$ 5,801</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** Minimal.

### FIRST QUARTER FY 21-22

Plans were submitted to permitting for review. Permit review comments required changes to the design. The consultant is preparing revisions to address permitting comments.

### SECOND QUARTER FY 22-23

The drainage design was revised to address comments received during permitting. Approvals are pending for the storm water quality permit and site plan.

### THIRD QUARTER FY 22-23

Project is out for bid. Bid opening is set for July 18, 2023.

### FOURTH QUARTER FY 22-23

Project has been awarded to Mar-Con Services. The construction contract has been executed. Construction will commence next quarter.

## PW0020 – Fencing at Spencer Highway

Account Number: 0157086-532		Budget		
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 16-17	340,200	-	-	
Fiscal Year 17-18	340,200	40,906	-	
Fiscal Year 18-19	-	16,408	-	
Fiscal Year 19-20	560,000	314,034	-	
Fiscal Year 20-21	-	94,287	-	
Fiscal Year 21-22	-	5,945	-	
Fiscal Year 22-23	-	663,908	107,272	
Total	<u>\$ 1,240,400</u>	<u>\$ 1,135,487</u>	<u>\$ 107,272</u>	<u>(2,359)</u>

### PROJECT DESCRIPTION

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

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

### FIRST QUARTER FY 22-23

Project is on schedule and nearing 50% completion.



## **PW0020 – Fencing at Spencer Highway, continued**

### **SECOND QUARTER FY 22-23**

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Project is 90% complete. All concrete wall sections are installed, and all side-lot fence tie-ins are constructed. Site restoration is the only remaining item. The project is expected to close out by mid-May.



### **THIRD QUARTER FY 22-23**

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Project is complete.

## PW0023 – Commercial Water Meter Replacement

Account Number: 0157085-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 50,000	\$ 37,694	\$ -	
Fiscal Year 17-18	30,000	6,805	-	
Fiscal Year 18-19	15,000	1,569	-	
Fiscal Year 19-20	25,000	-	-	
Fiscal Year 20-21	25,000	4,916	-	
Fiscal Year 21-22	-	2,771	-	
Fiscal Year 22-23	-	21,410	3,457	
Total	<u>\$ 145,000</u>	<u>\$ 75,164</u>	<u>\$ 3,457</u>	<u>\$ 66,379</u>

### PROJECT DESCRIPTION

This project funds the replacement of commercial water meters.

**Future Operating Impact:** Maintains revenue collection.

### FIRST QUARTER FY 22-23

No commercial meters were replaced in this period. 2 meters have been refurbished and returned to us for usage.

### SECOND QUARTER FY 22-23

No commercial meters were replaced in this period. 5 commercial meter registers were replaced.

### THIRD QUARTER FY 22-23

2 commercial meters were replaced in this period. 2 were taken in for refurbishing.





## PW0023 – Commercial Water Meter Replacement continued

### FOURTH QUARTER FY 22-23

3 commercial meters were replaced in this period. 4 were taken in for refurbishing.





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

Account Number: 015/03270871-531

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 150,000	\$ 11,777	\$ -	
Fiscal Year 17-18	-	25,353	-	
Fiscal Year 18-19	325,775	18,000	-	
Fiscal Year 19-20	-	98,797	-	
Fiscal Year 20-21	-	66,809	-	
Fiscal Year 21-22	-	9,359	-	
Fiscal Year 22-23	-	-	3,753	
Total	<u>\$ 475,775</u>	<u>\$ 230,096</u>	<u>\$ 3,753</u>	<u>\$ 241,926</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** None.

**FIRST QUARTER FY 22-23**

The Drainage Impact Analysis is pending HCFCD approval. Staff is coordinating with HCFCD for mitigation credits. United States Army Corps of Engineers (USACE) has acknowledged receipt of the pre-construction notice. Staff are awaiting further direction from HCFCD related to environmental clearances.

**SECOND QUARTER FY 22-23**

Payment was delivered to HCFCD for mitigation credits. Construction plans were finalized and are pending update signatures from private utility companies and HCFCD. Bid documents were forwarded to Harris County for review. The USACE AJD is still pending.

**THIRD QUARTER FY 22-23**

Project is awaiting USACE ruling. Bid package has been prepared. Project should be out for bid in the 4th quarter.

**FOURTH QUARTER FY 22-23**

Project has been bid. Bid documents are currently under review by Engineer and Harris County.

## PW0028 – Design Somerton Improvements/Construction

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

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 150,000	\$ 78,536	\$ -	
Fiscal Year 17-18	2,200,000	79,741	-	
Fiscal Year 18-19	-	762,646	-	
Fiscal Year 19-20	-	357,245	-	
Fiscal Year 20-21	-	-	-	
Fiscal Year 21-22	-	-	-	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 2,350,000</u>	<u>\$ 1,278,168</u>	<u>\$ -</u>	<u>\$ 1,071,832</u>

### PROJECT DESCRIPTION

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

**Future Operating Impact:** None.

### FIRST QUARTER FY 21-22

Main Project has been completed. Remaining funds rolled over to continue improvements to the south.

### SECOND QUARTER FY 22-23

Main Project has been completed. Remaining funds rolled over to continue improvements to the south.

### THIRD QUARTER FY 22-23

Main Project has been completed. Remaining funds rolled over to continue improvements to the south.

### FOURTH QUARTER FY 22-23

Main Project has been completed. Remaining funds rolled over to continue improvements to the south.

**PW0032 – Construct N. 6<sup>th</sup>/Main to Tyler and Main St Drainage**

Account Number: 003/050/7071-531

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 17-18	990,000	-	\$ -	
Fiscal Year 18-19	-	-	-	
Fiscal Year 19-20	-	-	-	
Fiscal Year 20-21	3,798,532	410,912	-	
Fiscal Year 21-22	-	343,946	-	
Fiscal Year 22-23	-	20,453	228,241	
Total	<u>\$ 4,788,532</u>	<u>\$ 775,311</u>	<u>\$ 228,241</u>	<u>\$ 3,784,981</u>

**PROJECT DESCRIPTION**

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

**Future Operating Impact:** Minimal.

**FIRST QUARTER FY 22-23**

The Drainage Impact Analysis is pending HCFCD approval. Staff is coordinating with HCFCD for mitigation credits. United States Army Corps of Engineers (USACE) has acknowledged receipt of the pre-construction notice. Staff are awaiting further direction from HCFCD related to environmental clearances.

**SECOND QUARTER FY 22-23**

Payment was delivered to HCFCD for mitigation credits. Construction plans were finalized and are pending update signatures from private utility companies and HCFCD. Bid documents were forwarded to Harris County for review. The USACE AJD is still pending.

**THIRD QUARTER FY 22-23**

Project is awaiting USACE ruling. Bid package has been prepared. Project should be out for bid in the 4th quarter.

**FOURTH QUARTER FY 22-23**

Project has been bid. Bid documents are currently under review by Engineer and Harris County. Award and start of construction are anticipated in next quarter.

## PW0034 – Aerial Crossings

Account Number: 0037071-532

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 17-18	25,000	10,916	-	
Fiscal Year 18-19	140,000	2,000	-	
Fiscal Year 19-20	50,000	59,286	-	
Fiscal Year 20-21	25,000	4,980	-	
Fiscal Year 21-22	-	11,598	-	
Fiscal Year 22-23	-	42,129	-	
Total	<u>\$ 240,000</u>	<u>\$ 130,910</u>	<u>\$ -</u>	<u>\$ 109,090</u>

### PROJECT DESCRIPTION

This annual project will address maintenance of exposed water and wastewater pipes that cross drainage channels.

***Future Operating Impact:*** None.

### FIRST QUARTER FY 22-23

One aerial crossing water line was painted (before and after pictures)



## **PW0034 – Aerial Crossings, continued**

### **FIRST QUARTER FY 22-23**

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### **SECOND QUARTER FY 22-23**

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No additional piping improvements were identified this quarter.

### **THIRD QUARTER FY 22-23**

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No additional piping improvements were identified this quarter.

### **FOURTH QUARTER FY 22-23**

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No additional piping improvements were identified this quarter.



## PW0046 – Pumps & Equipment Replacement

Account Number:	0037085-533				Budget
Funding:		Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 18-19		50,000	47,802	-	
Fiscal Year 19-20		50,000	48,600	-	
Fiscal Year 20-21		50,000	31,112	-	
Fiscal Year 21-22		50,000	46,509	-	
Fiscal Year 22-23		25,000	26,973	-	
Total		<u>\$ 225,000</u>	<u>\$ 200,997</u>	<u>\$ -</u>	<u>\$ 24,003</u>

### PROJECT DESCRIPTION

This project replaces aging pumps and motors within the Wastewater Treatment Plant and Water Production facilities.

**Future Operating Impact:** Decreased maintenance costs and improved efficiency.

### FIRST QUARTER FY 22-23

Replaced a 12" gate valve at water plant #9.



## **PW0046 – Pumps & Equipment Replacement, continued**

### **SECOND QUARTER FY 22-23**

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No activity this quarter.

### **THIRD QUARTER FY 22-23**

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Treatment Plant – purchased spare motor for rotors.

Water Production - The Hillridge Plant SCADA remote pump controls options were established, and all programming has been completed. The inspection was performed on the right-angle drive at plant #2.



## **PW0046 – Pumps & Equipment Replacement, continued**

**FOURTH QUARTER FY 22-23 TREATMENT PLANT – REPLACED THICKENER SLUDGE PUMP.**

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Water Production – Misc. electrical repairs by Pfeiffer Electric (service pole fire at plant #5)



**PW0047 – 25<sup>th</sup> Street Water Plant Generator (HMGP)**

Account Number: 0327085-533

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 215,000	\$ -	\$ -	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 215,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 215,000</u>

**PROJECT DESCRIPTION**

Description: This project will fund the 25<sup>th</sup> Street Water Plant Generator. The City will receive partial funding from the Hazard Mitigation Grant Program.

***Future Operating Impact:*** No costs anticipated.

**FIRST QUARTER FY 22-23**

This grant will soon be awarded through FEMA and the Texas Division of Emergency Management.

**SECOND QUARTER FY 22-23**

The budget for the grant will need to be amended. Awaiting directions from TDEM.

**THIRD QUARTER FY 22-23**

The city has been awarded a grant for the generator installation.  
Need to determine the cost and feasibility for installation of a natural gas line to Water Plant 5.  
400KW at WP 5

**FOURTH QUARTER FY 22-23**

Price estimate was obtained from Centerpoint on a gas line extension to site.

**PW0048 – Lift Station 40 (HMGP)**

Account Number: 0327086-532

	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 120,000	\$ -	\$ -	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 120,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 120,000</u>

**PROJECT DESCRIPTION**

Description: The current equipment is 16 years old and reaching the end of its useful life. This project will fund equipment replacement and will receive partial funding from the Hazard Mitigation Grant Program.

**Future Operating Impact:** No costs anticipated.

**FIRST QUARTER FY 22-23**

This grant will soon be awarded through FEMA and the Texas Division of Emergency Management.

**SECOND QUARTER FY 22-23**

No activity this quarter.

**THIRD QUARTER FY 22-23**

The city has been awarded a grant for the generator installation.  
We need to determine the cost and feasibility for installation of a natural gas line to Lift Station 40.  
150KW at LS 40

**FOURTH QUARTER FY 22-23**

Price estimate was obtained from Centerpoint on a gas line extension to site.



## PW0054 – Copper Limit Study

Account Number: 0037087-532

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 20-21	100,000	-	-	
Fiscal Year 21-22	-	46,000	-	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 100,000</u>	<u>\$ 46,000</u>	<u>\$ -</u>	<u>\$ 54,000</u>

### PROJECT DESCRIPTION

This project provides for a saltwater Water Effect Ratio (WER) study to assess the feasibility of reducing effluent contaminant limits at the wastewater treatment facility.

**Future Operating Impact:** Projects future improvements at WWTP.

### FIRST QUARTER FY 22-23

The Water-Effect Ratio (WER) Study calculations were updated and resubmitted. No approval from the Environmental Protection Agency (EPA) currently. Once the WER Study is approved, the approved study can be submitted with the permit amendment application to TCEQ.

### SECOND QUARTER FY 22-23

Still awaiting approval from the EPA.

### THIRD QUARTER FY 22-23

The WER Study has been completed and EPA/TCEQ have approved all aspects of the Study. A Major Amendment with Renewal permit application will be submitted by Ardurra during the week of 7/10/23. The permitted Copper concentration will be raised by a factor of 2.14, which will result in a new Daily Avg limit of 0.0079 mg/L (current limit = 0.0037) and a Daily Max limit of 0.0167 mg/L (current limit = 0.0078). The new Copper limits will go into effect when the amended/renewed permit is issued in about six to nine months.

### FOURTH QUARTER FY 22-23

The WER Study has been completed and EPA/TCEQ have approved all aspects of the Study. A Major Amendment with Renewal permit application will be submitted by Ardurra any day now. The permitted Copper concentration will be raised by a factor of 2.14, which will result in a new Daily Avg limit of 0.0079 mg/L (current limit = 0.0037) and a Daily Max limit of 0.0167 mg/L (current limit = 0.0078). The new Copper limits will go into effect when the amended/renewed permit is issued in about six to nine months.

## PW0059 – Public Works Facility Design

Account Number: 0157070-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 20-21	750,000	-	-	
Fiscal Year 21-22	-	-	-	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 750,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 750,000</u>

### PROJECT DESCRIPTION

An assessment was performed on the current Public Works Service Center. The current facility is 37 years old and does not meet wind-loading requirements. This project will fund design services for improvements to the facility to meet current and future needs.

**Future Operating Impact:** None.

### FIRST QUARTER FY 22-23

The Preliminary Engineering Report is under review by staff. A proposal for design services is being prepared by the consultant.

### SECOND QUARTER FY 22-23

Staff are negotiating with BRW for an architectural design proposal.

### THIRD QUARTER FY 22-23

City staff and BRW have been negotiating a design proposal. Council approval is anticipated in the 4<sup>th</sup> quarter.

### FOURTH QUARTER FY 22-23

BRW Architects has been selected as the new designer for this project. BRW has evaluated the preliminary engineering report and is prepared to begin design.

## PW0060 – Pecan Park Parking Lot Improvement

Account Number: 015/0327070-530

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 20-21	350,000	-	-	
Fiscal Year 21-22	623,000	111,094	-	
Fiscal Year 22-23	-	9,713	35,195	
Total	<u>\$ 973,000</u>	<u>\$ 120,808</u>	<u>\$ 35,195</u>	<u>\$ 816,997</u>

### PROJECT DESCRIPTION

Description: This project provides for the modification of the existing parking lot at Pecan Park. The scope of the work is intended to provide additional parking space while addressing safety concerns related to traffic flow within the parking lot.

This project is supplementing the funding for Pecan Park Improvements for trees and landscaping.

**Future Operating Impact:** Minimal.

### FIRST QUARTER FY 22-23

Design has been finalized with recent edits to meet drainage requirements. Anticipate bidding phase to follow mid-February.

### SECOND QUARTER FY 22-23

The drainage design was revised to address comments received during permitting. Approvals are pending for the storm water quality permit and site plan.

### THIRD QUARTER FY 22-23

Project is out for bid. Bid opening is set for July 18, 2023.

### FOURTH QUARTER FY 22-23

Project has been awarded to Mar-Con Services. The construction contract has been executed. Construction will commence next quarter.

## PW0061 – Plant 9 Ground Storage Tank Replacement

Account Number:	0157070-530			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 20-21	30,000	15,000	-	
Fiscal Year 21-22	-	-	-	
Fiscal Year 22-23	-	15,000	-	
Total	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

This project funds the design and replacement of a 32-year-old water storage tank at Water Plant 9.

**Future Operating Impact:** Minimal.

### FIRST QUARTER FY 22-23

The tank is out of service and the demolition is complete. The new tank erection is scheduled to begin after January 3<sup>rd</sup>, 2023.

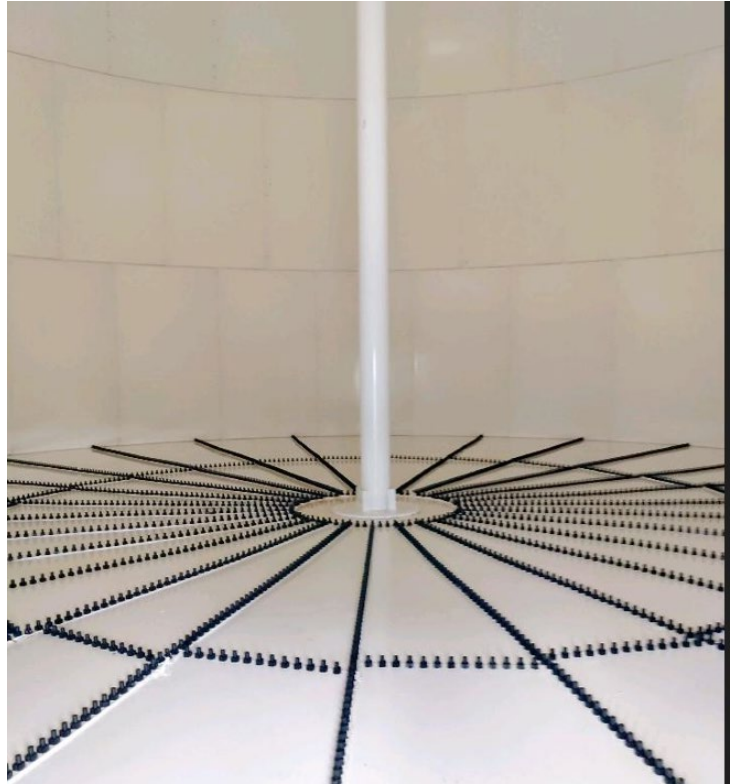


## **PW0061 – Plant 9 Ground Storage Tank Replacement, continued**

### **SECOND QUARTER FY 22-23**

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The GST #9 tank replacement project status is substantially complete. The tank structure is constructed, and testing has been conducted. A final inspection of the project is scheduled for early next quarter.



### **THIRD QUARTER FY 22-23**

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Project is completed.



## PW0062 – City Logo at Fairmont Parkway & Wharton Weems

Account Number:	0157070-530			Budget
		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>
Fiscal Year 21-22	\$ 93,000	\$ -	\$ -	<u>Budget</u>
Fiscal Year 22-23	-	-	-	<u>Remaining</u>
Total	<u>\$ 93,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 93,000</u>

### PROJECT DESCRIPTION

Description: This project will incorporate the City of La Porte logo into the retaining walls for the overpasses at the intersection of SH146 and Fairmont Parkway and SH 146 and Wharton Weems. The retaining walls will be constructed as part of the SH 146 Expansion Project proposed by TxDOT.

**Future Operating Impact:** Anticipate minimal utility cost.

### FIRST QUARTER FY 22-2

No activity this quarter.

### SECOND QUARTER FY 22-23

No activity this quarter. Project progress is contingent upon the progress of TxDOT's SH146 expansion project.

### THIRD QUARTER FY 22-23

No activity this quarter. Project progress is contingent upon the progress of TxDOT's SH146 expansion project.

### FOURTH QUARTER FY 22-23

Wall retention panels are being made and prepared for inspection by TxDOT and City staff. The inspection will take place at the concrete forming plant.

## PW0063 – SH146 Utility Relocation

Account Number:	0037070-530			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 101,865	\$ 68,459	\$ -	
Fiscal Year 22-23	930,000	418,114	86,939	
Total	<u>\$ 1,031,865</u>	<u>\$ 486,573</u>	<u>\$ 86,939</u>	<u>\$ 458,353</u>

### PROJECT DESCRIPTION

This project will design and construct the needed drainage improvements in conjunction with the widening of State Highway 146 from Spencer to Red Bluff, multiple water and sewer line cross the Highway 146 corridor.

**Future Operating Impact:** Anticipate minimal utility cost.

### FIRST QUARTER FY 22-23

Plans are under review by TxDOT. Specifications have been prepared to bid early next quarter.

### SECOND QUARTER FY 22-23

This project has been awarded to Bull G Construction. The contract has been executed and the contractor has provided material submittals.

### THIRD QUARTER FY 22-23

Excavation has begun for the sanitary sewer force main re-location, started 6-19-23. On 7-13-23, connections on both sides of HWY 146 were made on existing force main.



## PW0063 – SH146 Utility Relocation, continued

**FOURTH QUARTER FY 22-23**

Project is 95% complete.

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## PW0064 – Facilities Major Equipment Replacement

Account Number: 0157070-530

Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 22-23	100,000	32,761	195	

Total	<u>\$ 100,000</u>	<u>\$ 32,761</u>	<u>\$ 195</u>	<u>\$ 67,044</u>
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### PROJECT DESCRIPTION

Anticipated replacement of major equipment at various facilities.

**Future Operating Impact:** No impact is anticipated.

### FIRST QUARTER FY 22-23

No activity this quarter.

### SECOND QUARTER FY 22-23

No activity this quarter.

### THIRD QUARTER FY 22-23

Replaced 15-ton package unit – 604 Fairmont Parkway

### FOURTH QUARTER FY 22-23

No activity this quarter

## PW0065 – Public Works Facility Improvements

Account Number:	0157070-530				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 22-23		9,000,000	-	1,035,200	
Total		<u>\$ 9,000,000</u>	<u>\$ -</u>	<u>\$ 1,035,200</u>	<u>\$ 7,964,800</u>

### PROJECT DESCRIPTION

A facility needs assessment was previously conducted (funded in FY21) to determine the future facility needs of the Public Works Service Center. This is the continuation of a multi-year approach to fully funding the design and construction of a new Public Works Service Center

**Future Operating Impact:** Increase in utility, maintenance, and staff cost is anticipated.

### FIRST QUARTER FY 22-23

The Preliminary Engineering Report is under review by staff. A proposal for design services is being prepared by the consultant.

### SECOND QUARTER FY 22-23

No activity this quarter. Staff are negotiating terms of an agreement with a new design consultant.

### THIRD QUARTER FY 22-23

City staff and BRW have been negotiating a design proposal. Council approval is anticipated in the 4<sup>th</sup> quarter.

### FOURTH QUARTER FY 22-23

BRW Architects has been selected as the new designer for this project. BRW has evaluated the preliminary engineering report and is prepared to begin design.



## PW0066 – Lift Station Improvements

Account Number: 0039890-760

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 22-23	35,000	34,881	-	

Total	\$ 35,000	\$ 34,881	\$ -	\$ 119
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### PROJECT DESCRIPTION

This project will fund general repairs to the City's various lift stations. Improvements may include replacing and repairing pumps, piping, and control panels.

**Future Operating Impact:** Improvements will lessen future maintenance and operating.

### FIRST QUARTER FY 22-23

Lift Station #9 pump is currently being rebuilt.

### SECOND QUARTER FY 22-23

Lift Station #9 pump has been installed. Pump at L.S. #32 is currently being rebuilt. Installation expected next quarter.



## **PW0066 – Lift Station Improvements (continue)**

### **THIRD QUARTER FY 22-23**

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Pump at L.S. #32 was rebuilt and has been installed.



### **FOURTH QUARTER FY 22-23**

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Replace both pumps at lift station #16. Project complete.



**PW0067 – WWTP SCADA System (year 1 of 3)**

Account Number:	0037087-532				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 22-23		60,000	-	55,916	
Total		<u>\$ 60,000</u>	<u>\$ -</u>	<u>\$ 55,916</u>	<u>\$ 4,084</u>

**PROJECT DESCRIPTION**

Phase 1 of initial SCADA installation at the Wastewater Treatment Plant.

***Future Operating Impact:*** Reduce maintenance costs.

**FIRST QUARTER FY 22-23**

Staff are preparing technical requirements and specifications for a Request for Proposal.

**SECOND QUARTER FY 22-23**

Hahn Equipment has been selected to provide the technical services and support. A purchase Order will be issued soon. Work is expected to begin next quarter.

**THIRD QUARTER FY 22-23**

Parts and materials are on order.

**FOURTH QUARTER FY 22-23**

Waiting on multi-smart meter to arrive.

## PW0068 – Recoat Bayshore Tower

Account Number: 0037084-533

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 22-23	450,000	30,000	15,000	

Total	\$ 450,000	\$ 30,000	\$ 15,000	\$ 405,000
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### PROJECT DESCRIPTION

Replace interior water tank coating and overcoat exterior coating.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

Design engineer is preparing specifications for bid.

### SECOND QUARTER FY 22-23

Specifications are completed. Staff are evaluating the options for a tank logo. Bid documents will be prepared in the 3<sup>rd</sup> quarter.

### THIRD QUARTER FY 22-23

Project is out for bid. Bids open August 9<sup>th</sup>.

### FOURTH QUARTER FY 22-23

Review of the bids has been completed. The project was awarded to O&A Classic Coatings and Painting at the September 11th Council meeting. The Purchasing division will execute the contract.

## PW0069 – Lift Station 30 Rehabilitation

Account Number: 0037086-532

Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 22-23	80,000	69,482	-	

Total	<u>\$ 80,000</u>	<u>\$ 69,482</u>	<u>\$ -</u>	<u>\$ 10,518</u>
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### PROJECT DESCRIPTION

Replace lift station discharge pipes and re-coat wet wall.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

Receiving bids for pipe replacement. Re-coating of wet well intended to be performed by current rehabilitation contract.

### SECOND QUARTER FY 22-23

The first phase of replacing the wet well piping is complete. The second phase of sealing inside the wet well will be completed next quarter.





## **PW0069 – Lift Station 30 Rehabilitation (continue)**

### **THIRD QUARTER FY 22-23**

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Wet well inner walls have been sealed. Project complete.



## PW0070 – Lift Station 31 Rehabilitation

Account Number:	0037086-532				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 22-23		400,000	-	-	
Total		<u>\$ 400,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 400,000</u>

### PROJECT DESCRIPTION

Construction phase of lift station rehab.

***Future Operating Impact:*** No impact anticipated.

### FIRST QUARTER FY 22-23

Design engineer is preparing preliminary engineering report.

### SECOND QUARTER FY 22-23

The scope of construction improvements has been determined. A design proposal is being prepared for staff review.

### THIRD QUARTER FY 22-23

The boring and laboratory work for the geotechnical work has been completed. Awaiting the geotechnical consultant to submit the final reports status. Once the report is received, this will initiate the structural work, along with development of the final plans. The final plant development work to start in July to mid-August.

### FOURTH QUARTER FY 22-23

Design is at nearly 80%. Construction funding has been delayed until FY24/25 budget.

## PW0071 – 3 Lift Station Pump Replacements

Account Number: 0037086-532

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 22-23	150,000	28,500	113,945	

Total	\$ 150,000	\$ 28,500	\$ 113,945	\$ 7,555
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### PROJECT DESCRIPTION

Replace one pump at lift station #37, #2, & #40.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

Quotes have been received and are under review by the Purchasing Department.

### SECOND QUARTER FY 22-23

The contract has been executed.

### THIRD QUARTER FY 22-23

Pumps are on order.

### FOURTH QUARTER FY 22-23

Pump at L.S. #2 has arrived and has been installed. Still 2 pumps on order for #37 and #40.



## PW0072 – Lead/Copper Service Line Replacement

Account Number: 0037085-533

Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 22-23	125,000	-	85,852	

Total	<u>\$ 125,000</u>	<u>\$ -</u>	<u>\$ 85,852</u>	<u>\$ 39,148</u>
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### PROJECT DESCRIPTION

Replace on pump at lift station #37, 2, & 40.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

Awaiting final approval for lead service line inventory guidance from the TCEQ. Currently preparing solicitation for professional services to assist with the program administration.

### SECOND QUARTER FY 22-23

RFQ's were reviewed internally, and the staff is negotiating the terms of a professional services agreement with the top respondent.

### THIRD QUARTER FY 22-23

Consultant's proposal was approved 7-10-23. A purchase requisition was created on 7-13-23. Awaiting P.O. then project will begin.

### FOURTH QUARTER FY 22-23

Project has begun, working on service line inventory.

## PW0073 – WWTP Pump Replacement

Account Number: 0037087-532

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 22-23	160,000	-	157,525	

Total	\$ 160,000	\$ -	\$ 157,525	\$ 2,475
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### PROJECT DESCRIPTION

Replace on pump at lift station #3, 4, 5, & 8.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

The Treatment Plant supervisor is researching technical information and current pricing.

### SECOND QUARTER FY 22-23

Hahn Equipment is in the process of signing the contract.

### THIRD QUARTER FY 22-23

Pumps are on order.

### FOURTH QUARTER FY 22-23

Project has begun and is ongoing. Startup planned for 9-22-23 for pumps #3-4.





## PW0074 – WWTP Clarifier Telescoping Valve Replacement

Account Number:	0037087-532				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 22-23		140,000	138,900	-	
Total		\$ 140,000	\$ 138,900	\$ -	\$ 1,100

### PROJECT DESCRIPTION

Replace all plant clarifier telescoping valves.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

Currently out for bid. Bids open 2-2-23.

### SECOND QUARTER FY 22-23

Bid awarded to 3rd Coast Pump and Equipment LLC. Purchase order has been issued. Material has been ordered.

### THIRD QUARTER FY 22-23

Equipment replacement is expected to begin in July.

### FOURTH QUARTER FY 22-23

Bid awarded to 3rd Coast Pump and Equipment LLC. Materials have been delivered. This project is underway. Project is now complete.



## PW0075 – CL2 and SO2 Scale Replacement

Account Number:	0037087-532				Budget
Funding:		Budget	Expenditures	Encumbrances	Remaining
Fiscal Year 22-23		30,000	26,340	-	
Total		\$ 30,000	\$ 26,340	\$ -	\$ 3,660

### PROJECT DESCRIPTION

Replace chlorine and sulfur dioxide with one ton container scales.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

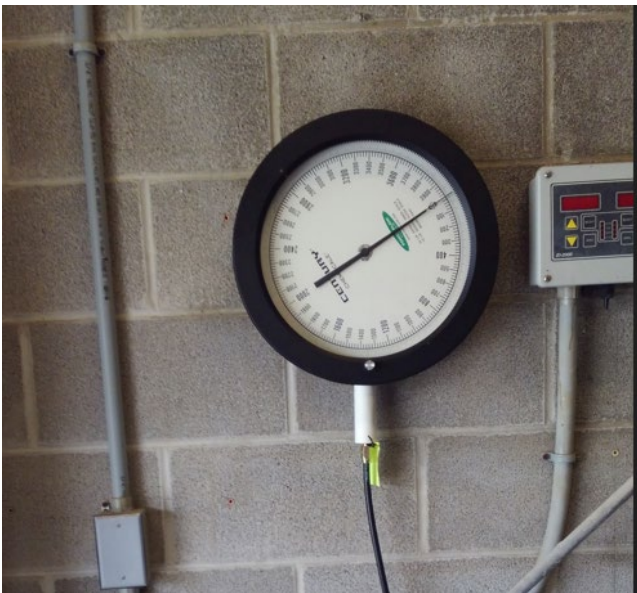
Purchasing has all the documents to proceed.

### SECOND QUARTER FY 22-23

P.O. has been issued to the vendor.

### THIRD QUARTER FY 22-23

Scales have been installed; project is complete.



## PW0076 – Stair Screen Rebuild

Account Number: 0037087-532

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 22-23	100,000	100,000	-	

Total	\$ 100,000	\$ 100,000	\$ -	\$ -
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### PROJECT DESCRIPTION

Rebuild existing stair screen at treatment plant.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

The Treatment Plant supervisor is researching technical information and current pricing.

### SECOND QUARTER FY 22-23

P.O. has been issued to the vendor.

### THIRD QUARTER FY 22-23

Stairscreen is on back order.

### FOURTH QUARTER FY 22-23

Stairscreen has been delivered and has been installed. Project complete.



## PW0077 – Polymer Tanks and Motor Replacement

Account Number: 0037087-532

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 22-23	50,000	47,908	-	

Total	\$ 50,000	\$ 47,908	\$ -	\$ 2,092
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### PROJECT DESCRIPTION

Replace belt press polymer mixing tanks and motors.

**Future Operating Impact:** No impact anticipated.

### FIRST QUARTER FY 22-23

Project is currently out for bid. Bids open 1-31-23.

### SECOND QUARTER FY 22-23

Bid awarded to Environmental Improvements Inc. Purchase order has been issued. Materials are on order.

### THIRD QUARTER FY 22-23

Equipment replacement is expected to begin in July.

### FOURTH QUARTER FY 22-23

Project complete.



## PW0078 – Street Condition Assessment

Account Number:	0037087-532				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 22-23		100,000	34,056	13,244	
Total		<u>\$ 100,000</u>	<u>\$ 34,056</u>	<u>\$ 13,244</u>	<u>\$ 52,700</u>

### PROJECT DESCRIPTION

This project funds the condition assessment of streets in the city.

***Future Operating Impact:*** No impact anticipated.

### FIRST QUARTER FY 22-23

HDR Inc. has provided a proposal to conduct and update the assessment. The proposal is under staff review.

### SECOND QUARTER FY 22-23

HDR Inc. is performing background work for the report. The field assessments will begin next quarter.

### THIRD QUARTER FY 22-23

Project is 70 % complete.

### FOURTH QUARTER FY 22-23

Project is 90 % complete.



## CLFRF1 – Main Sewer Rehabilitation

Account Number:	0327087-532				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22		700,000	-	-	
Fiscal Year 22-23			658,000		
Total		<u>\$ 700,000</u>	<u>\$ 658,000</u>	<u>\$ -</u>	<u>\$ 42,000</u>

### PROJECT DESCRIPTION

Description: This project is for a trenchless, cure-in-place rehabilitation for a 30-inch sewer main approximately 1,000 feet in length

**Future Operating Impact:** Increase the reliability of this major trunk main section.

### FIRST QUARTER FY 22-23

The first bid received only one response, over budget. The bid was rejected to revise the documents and re-bid.

### SECOND QUARTER FY 22-23

The project was awarded to T. Gray Utility AIMS LLC. Purchasing has received the contract documents back from the vendor and the contract is being routed for the final signatures. Construction will be scheduled for next quarter.

### THIRD QUARTER FY 22-23

Notice to Proceed was given for 6-19-23. First phase started already, to clean and televise 30" pipe. Liner installs to begin 6-27-23. Update - Project is complete.



## CLFRF1 – Main Sewer Rehabilitation - Continued

THIRD QUARTER FY 22-23

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## CLFRF2 – Lift Station Improvements

Account Number:	0329890-760			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 35,000	\$ 18,648	\$ -	
Fiscal Year 22-23	-	11,464	-	
Total	<u>\$ 35,000</u>	<u>\$ 30,112</u>	<u>\$ -</u>	<u>\$ 4,888</u>

### PROJECT DESCRIPTION

This project will fund general repairs to the City's various lift stations. Improvements may include replacing and repairing pumps, piping, and control panels.

***Future Operating Impact:*** Improvements will lessen future maintenance and operating costs.

### FIRST QUARTER FY 22-23

Project is complete.

### CLFRF3 – Belt Press 2 Rehabilitation

Account Number:	0327087-532			
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 200,000	\$ -	\$ -	
Fiscal Year 22-23	-	198,320	-	
Total	<u>\$ 200,000</u>	<u>\$ 198,320</u>	<u>\$ -</u>	<u>1,680</u>

#### **PROJECT DESCRIPTION**

This project funds the replacement of the 16-year-old belt press 2 at the wastewater treatment plant.

***Future Operating Impact:*** Improvements will lessen future maintenance and operating costs.

#### **FIRST QUARTER FY 22-23**

Project is complete.

## CLFRF4 – Freeze- Proof Pressure Monitors

Account Number:	0327085-533			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 35,000	\$ -	\$ -	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 35,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,000</u>

### PROJECT DESCRIPTION

This project will provide and install pressure monitors for the water distribution system that are protected from freezing temperatures. These monitors will provide remote access through the existing SCADA system.

**Future Operating Impact:** Improved operational capabilities during a freeze event

### FIRST QUARTER FY 22-23

No activity for this quarter. Awaiting project funding from second Coronavirus Local Fiscal Recovery Fund (CLFRF) tranche.

### SECOND QUARTER FY 22-23

No activity for this quarter. Awaiting project funding from second Coronavirus Local Fiscal Recovery Fund (CLFRF) tranche.

### THIRD QUARTER FY 22-23

No activity for this quarter.

### FOURTH QUARTER FY 22-23

Options are being evaluated currently.



## CLFRF5 – Ground Tank Replacement

Account Number:	0327085-533			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 300,000	\$ -	\$ -	
Fiscal Year 22-23	75,000	375,000	-	
Total	<u>\$ 375,000</u>	<u>\$ 375,000</u>	<u>\$ -</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

This project replaces a 30-year-old water storage tank that is nearing the end of its service life.

**Future Operating Impact:** Reduced maintenance costs and maintained water quality.

### FIRST QUARTER FY 22-23

The tank is out of service and the demolition is complete. The new tank erection is scheduled to begin after January 3<sup>rd</sup>, 2023.



## **CLFRF5 – Ground Tank Replacement, continued**

### **SECOND QUARTER FY 22-23**

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The GST #9 tank replacement project status is substantially complete. The tank structure is constructed, and testing has been conducted. A final inspection of the project is scheduled for early next quarter.



### **THIRD QUARTER FY 22-23**

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Project is complete.

## CLFRF6 – Lift Station Pump Replacement

Account Number:	0327086-532			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 100,000	\$ -	\$ -	
Fiscal Year 22-23	4,915	104,914	1	
Total	<u>\$ 104,915</u>	<u>\$ 104,914</u>	<u>\$ 1</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

This project is a multi-year plan to replace submersible pumps at major lift stations. FY21-22 needs are identified as stations 1A, 30 and 40.

**Future Operating Impact:** Increased reliability and energy efficiency. Reduced maintenance costs

### FIRST QUARTER FY 22-23

One pump at Lift Station #30 & 1A have been replaced. Lift Station #40 remains.





## CLFRF6 – Lift Station Pump Replacement, continued

### SECOND QUARTER FY 22-23

Lift Station #40 pump has been installed. Project is complete.

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## CLFRF8 – Blower Replacement

Account Number:	0327087-532			
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$ 105,000	\$ 105,000	\$ -	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 105,000</u>	<u>\$ 105,000</u>	<u>\$ -</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

This project replaces one forty-year-old blower at the Wastewater Treatment Plant.

**Future Operating Impact:** Improve efficiency.

### FIRST QUARTER FY 22-23

Vendor failed to complete SAM.gov registration. Additional quotes are expected to be obtained. No activity.

### SECOND QUARTER FY 22-23

Project is being re-bid.

### THIRD QUARTER FY 22-23

Blower is in process of being installed.





## CLFRF8 – Blower Replacement - continued

**FOURTH QUARTER FY 22-23**

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Project is complete.



## CLFRF9 – Rehabilitate Lift Station #31

Account Number:	0327086-532			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 220,000	\$ -	\$ -	
Fiscal Year 22-23	-	55,904	127,816	
Total	<u>\$ 220,000</u>	<u>\$ 55,904</u>	<u>\$ 127,816</u>	<u>\$ 36,280</u>

### PROJECT DESCRIPTION

This is year one of a multi-year funding plan to rehabilitate the sewer lift station for Fairmont East (31). This amount is expected to cover design phase services.

**Future Operating Impact:** Minimal

#### FIRST QUARTER FY 22-23

In discussion currently with engineer on design option to be chosen.

#### SECOND QUARTER FY 22-23

Preliminary engineering analysis was completed. The consultant was authorized to proceed with design phase services.

#### THIRD QUARTER FY 22-23

The boring and laboratory work for the geotechnical work has been completed. Awaiting the geotechnical consultant to submit the final reports status. Once the report is received, this will initiate the structural work, along with development of the final plans. The final plant development work to start in July to mid-August.

#### FOURTH QUARTER FY 22-23

Design is at nearly 80%. Construction funding has been delayed until FY24/25 budget.

## CLFR10 – Chlorine Safety Valves

Account Number:	0327085-533			Budget
	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 21-22	\$ 54,000	\$ -	\$ 54,000	
Fiscal Year 22-23	-	-	-	
Total	<u>\$ 54,000</u>	<u>\$ -</u>	<u>\$ 54,000</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

This project funds the addition of automated safety valves on water treatment chemical supply containers at 6 locations for the city's water wells.

***Future Operating Impact:*** Improved Safety and reliability

### FIRST QUARTER FY 22-23

No activity for this quarter. Will discuss with Purchasing on future status.

### SECOND QUARTER FY 22-23

No activity this quarter.

### THIRD QUARTER FY 22-23

Waiting on vendor to complete their registration on [SAM.gov](https://sam.gov), as per Purchasing.

### FOURTH QUARTER FY 22-23

Council has awarded project to JCS Industries on Sept 11, 2023. Purchasing has sent the contract to the vendor on September 13<sup>th</sup>.

## CLFR13 – Valleyview Bridge

Account Number:	0327071-531				Budget
		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 21-22	\$	(100,000)	\$ -	\$ -	
Fiscal Year 22-23		(1,500,000)	-	-	
Total	\$	<u>(1,600,000)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

### PROJECT DESCRIPTION

As part of the drainage analysis associated with the F101 Channel improvements project, Harris County identified the need for modifying the Valleyview Bridge to provide increase the benefits of the downstream channel improvements. This project is anticipated to be funded in phases, with this initial round of funding intended to be utilized to initiate the engineering associated with the proposed project.

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

### FIRST QUARTER FY 22-23

No activity this quarter. Awaiting project funding from second Coronavirus Local Fiscal Recovery Fund (CLFRF) tranche.

### SECOND QUARTER FY 22-23

Harris County Flood Control has evaluated the F-101 Channel Improvements and has determined that the bridge may not be a conflict to the drainage channel. HCFCD is preparing an interlocal agreement for La Porte participation.

### THIRD QUARTER FY 22-23

Funds moved to Bayside Terrace Drainage Improvements Design - DR0007 (1,600,000).

## SEW669 – Sanitary Sewer Rehabilitation

Account Number:	0189881-669			Budget
Funding:		Budget	Expenditures	Encumbrances
Fiscal Year 22-23		\$ 400,000	\$ 330,626	\$ 46,669
Total		\$ 400,000	\$ 330,626	\$ 46,669
				\$ 22,705

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

### PROJECT DESCRIPTION

Public Works Department will perform in-house rehabilitation of sewers by slip line, point repairs, manhole sealing, smoke testing, and TV inspection. This program is mandated by the Texas Commission on Environmental Quality (TCEQ). **Note: This project does not roll forward each year. A new amount is budgeted each year.**

**Future Operating Impact:** No impact is anticipated. This is a preventive program in effort to reduce the cost of future repairs and/or maintenance.

### FIRST QUARTER FY 22-23

In-house forces performed 17-point repairs and 45 vertical feet of sanitary sewer manhole repairs. In house -forces also replaced 385 linear feet of sanitary sewer main line, cleaned 15,619 linear feet of sanitary sewer main line, cleaned 10 sanitary sewer manholes, and cleaned 9 lift stations. Four sanitary sewer manholes were located by in-house forces. Six sanitary sewer manholes were inspected by in-house forces. Three dye flood tests were performed by in-house forces. 18,232 feet of sanitary sewer main was smoke tested by in-house forces. Contract forces sealed 63 vertical feet of sanitary sewer manholes and performed cleaning and tv inspection of 8,873 feet of sanitary sewer lines.





## SEW669 – Sanitary Sewer Rehabilitation (cont.)

### SECOND QUARTER FY 22-23

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In-house forces performed 24-point repairs. 27 vertical feet of sanitary sewer manhole repairs were performed by in-house forces. In-house forces also replaced 243 feet of sanitary sewer main. 21 lift station wet wells were cleaned by in-house forces. In-house forces cleaned 15,485 feet of sanitary sewer main. 2 sanitary sewer manholes were cleaned and verified by in-house forces. 1 sanitary sewer manhole was located by in-house forces. 39 sanitary sewer manholes were inspected by in-house forces. 2 dye flood tests were performed by in-house forces. 24,989 feet of sanitary sewer main was smoke tested by in-house forces. 6,326 feet of sanitary sewer main was cleaned and televised by contract forces. The contract forces pipe bursted 252 feet of sanitary sewer main.



## **SEW669 – Sanitary Sewer Rehabilitation (cont.)**

### **THIRD QUARTER FY 22-23**

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In-house forces performed 43 sanitary sewer point repairs. 153 vertical feet of sanitary sewer manhole repairs were performed by in-house forces. In-house forces also removed and replaced 21 feet of sanitary sewer main. 6 lift station wet wells were cleaned by in-house forces. In-house forces cleaned 4143' of sanitary sewer main. 1 sanitary sewer manhole was cleaned and verified by in-house forces. 1 sanitary sewer manhole and 1 cleanout were located by in-house forces. 149 sanitary sewer manholes were inspected by in-house forces. 7 dye flood tests were performed by in-house forces. 31,470 feet of sanitary sewer main was smoke tested by in-house forces. 8806 feet of sanitary sewer main was cleaned and televised by contract forces. Contract forces pipe busted 464 feet of sanitary sewer main



### **FOURTH QUARTER FY 22-23**

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In-house forces performed 16 sanitary sewer point repairs. 24 vertical feet of sanitary sewer manhole repairs were performed by in-house forces. 6 lift station wet wells were cleaned by in-house forces. In-house forces cleaned 5740' of sanitary sewer main. 1 cleanout was located by in-house forces. 5 sanitary sewer manholes were inspected by in-house forces. 1 dye flood test was performed by in-house forces. 784 feet of sanitary sewer main was smoke tested by in-house forces. 10,532 feet of sanitary sewer main was cleaned and televised by contract forces. Contract forces pipe burst 2188 feet of sanitary sewer main. 58.5 vertical feet of sanitary sewer manhole repairs were performed by contract forces.



## SM0002 – Asphalt Street Surfacing

Account Number:	0337071-531			Budget
Funding:	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining</u>
Fiscal Year 22-23	710,000	720,132	3	
Total	<u>\$ 710,000</u>	<u>\$ 720,132</u>	<u>\$ 3</u>	<u>(10,135)</u>

### PROJECT DESCRIPTION

This project funds the annual program to resurface streets throughout the City with asphalt. **Note: This project does not roll forward each year. A new amount is budgeted each year.**

**Future Operating Impact:** Minimal.

### FIRST QUARTER FY 22-23

Project is currently at 60% completion. Contractor to move back in February on North D Street.



## **SM0002 – Asphalt Street Surfacing, continued**

### **SECOND QUARTER FY 22-23**

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Forde Construction is currently working on North D west of Sens Road to the dead end.



### **THIRD QUARTER FY 22-23**

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Project is complete.

## Project SM0003 – Street Repair Material (in-house)

Account Number: 0337071-531

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 16-17	\$ 50,000	\$ 50,205	\$ -	
Fiscal Year 17-18	50,000	38,992	-	
Fiscal Year 18-19	50,000	34,866	-	
Fiscal Year 19-20	50,000	13,426	-	
Fiscal Year 20-21	60,000	22,373	-	
Fiscal Year 21-22	20,000	-	-	
Fiscal Year 22-23	20,000	10,542	-	
Total	<u>\$ 300,000</u>	<u>\$ 170,405</u>	<u>\$ -</u>	<u>\$ 129,595</u>

### PROJECT DESCRIPTION

This project funds the purchase of materials for repairs that are completed by in-house street crews.

**Future Operating Impact:** None.

### FIRST QUARTER FY 22-23

Purchase Order awarded to G&S Asphalt. No activity this quarter.

### SECOND QUARTER FY 22-23

In-house crews have patched 135 square yards of paved road and alley surfaces in the second quarter.





## **Project SM0003 – Street Repair Material (in-house) - continued**

### **THIRD QUARTER FY 22-23**

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In-house crews have patched 374.12 square yards of paved road and alley surfaces in the second quarter.

### **FOURTH QUARTER FY 22-23**

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No activity for this quarter.

## STR7TH – South 7<sup>th</sup> Street Paving and Drainage

Account Number:	0037085-533				Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Budget Remaining</u>
Fiscal Year 19-20	\$	2,435,000	297,586	-	
Fiscal Year 20-21		2,867,000	403,630	-	
Fiscal Year 21-22		-	4,022,839	-	
Fiscal Year 22-23		-	631,147	-	
Total	\$	<u>5,302,000</u>	<u>5,355,202</u>	<u>-</u>	<u>(53,202)</u>

### PROJECT DESCRIPTION

(003) Utility Fund – This project will fund water main adjustments needed for drainage system on South 7<sup>th</sup> Street from Main Street to Fairmont Parkway. Total costs for Design and Construction is estimated at \$5,300,000.

(033) Drainage Fund – This project will fund the design and construction of improved drainage with concrete curb and gutter with sidewalks on South 7<sup>th</sup> Street from Main Street to Fairmont Parkway. Total costs for Design and Construction are estimated at \$5,300,000.

**Future Operating Impact:** Improve Street surface and improved area drainage.

### FIRST QUARTER FY 22-23

Project is nearing substantial completion. Substantial completion inspection expected in early 2<sup>nd</sup> quarter.



### SECOND QUARTER FY 22-23

Project is complete and closed out.

## UTL655 – Meter Replacement Program

Account Number: 0039890-655

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 12-13	\$ 80,000	\$ 79,141	\$ -	
Fiscal Year 13-14	90,000	85,102	-	
Fiscal Year 14-15	290,000	110,163	-	
Fiscal Year 15-16	180,000	285,591	-	
Fiscal Year 16-17	250,000	317,186	-	
Fiscal Year 17-18	299,046	275,671	-	
Fiscal Year 18-19	300,000	299,682	-	
Fiscal Year 19-20	350,000	163,808	-	
Fiscal Year 20-21	350,000	149,671	-	
Fiscal Year 21-22	350,000	221,942	-	
Fiscal Year 22-23	-	145,357	69,643	
Total	<u>\$ 2,539,046</u>	<u>\$ 2,133,313</u>	<u>\$ 69,643</u>	<u>\$ 336,090</u>

### PROJECT DESCRIPTION

This funds the annual program to continue replacing water meters, which includes the purchasing of electronic components, meters, and meter boxes.

**Future Operating Impact:** Reduced maintenance on old, broken water meters.

### FIRST QUARTER FY 22-23

We installed 220 meters in the first quarter.

### SECOND QUARTER FY 22-23

We installed 148 meters in the second quarter.

### THIRD QUARTER FY 22-23

We installed 125 meters in the third quarter.

### FOURTH QUARTER FY 22-23

We installed 108 meters in the fourth quarter.

## UTL697 – Valve Replacement Program (in-house)

Account Number: 0039890-697

Funding:	Budget	Expenditures	Encumbrances	Budget Remaining
Fiscal Year 14-15	\$ 40,000	\$ 24,479	-	
Fiscal Year 15-16	25,000	6,273	-	
Fiscal Year 16-17	25,000	8,034	-	
Fiscal Year 17-18	25,000	24,847	-	
Fiscal Year 18-19	25,000	15,421	-	
Fiscal Year 19-20	25,000	12,010	-	
Fiscal Year 20-21	25,000	15,454	-	
Fiscal Year 21-22	-	22,487	-	
Fiscal Year 22-23	-	33,240	-	
Total	<u>\$ 190,000</u>	<u>\$ 162,246</u>	<u>\$ -</u>	<u>\$ 27,754</u>

### PROJECT DESCRIPTION

This project is for material cost for City crews to replace non-functioning water main valves.

**Future Operating Impact:** Improved efficiency

### FIRST QUARTER FY 22-23

4 gate valves were replaced city wide.





## UTL697 – Valve Replacement Program (in-house, continued)

### SECOND QUARTER FY 22-23

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4 gate valves were replaced city wide.



### THIRD QUARTER FY 22-23

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6 gate valves were replaced city wide.





## UTL697 – Valve Replacement Program (in-house, continued)

### FOURTH QUARTER FY 22-23

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6 gate valves were replaced city wide.





## UTL898 – In House Waterline Replacement

Account Number:	0039890-898			Budget
Funding:		<u>Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>
Fiscal Year 22-23		\$ 45,000	\$ 43,266	\$ -
Total		<u>\$ 45,000</u>	<u>\$ 43,266</u>	<u>\$ -</u>
				<u>1,734</u>

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

### PROJECT DESCRIPTION

This project funds the replacement of small steel lines in the alleys of La Porte where numerous leaks and failures continue to occur. **Note:** This project does not roll forward each year. A new amount is budgeted each year.

**Future Operating Impact:** Reduction in leak repairs.

### FIRST QUARTER FY 22-23

100 feet of pipe installed along 500 block of S. 5<sup>th</sup> St.  
270 feet of pipe installed along 900 Block of S. 5<sup>th</sup> St.  
300 feet of pipe installed along 900 Block of S. 5<sup>th</sup> St.





## UTL898 – In House Waterline Replacement, continued

### SECOND QUARTER FY 22-23

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70 feet of waterline replaced at 900 Blk of S. 5<sup>th</sup> St.  
280 feet of waterline replaced at 300 Blk of S. 7<sup>th</sup> St.  
180 feet of waterline replaced at 300 Blk of S. 7<sup>th</sup> St.  
300 feet of waterline replaced at 400 Blk of S. 7<sup>th</sup> St.





## UTL898 – In House Waterline Replacement, continued

### THIRD QUARTER FY 22-23

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260' waterline replaced @ 400 Blk of S. 7th St.

160' waterline replaced @ 500 Blk of S. Ohio St.

215' waterline replaced @ 500 Blk of S. 7th St.

335' waterline replacement @ 500 Blk of S. 7th St.



## **UTL898 – In House Waterline Replacement, continued**

### **FOURTH QUARTER FY 22-23**

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260' of waterline replaced at 600 Block of S. 7<sup>th</sup> St.