

JAY MARTIN
CHAIRMAN, COUNCILPERSON

MANDI WILLIAMS
COUNCILPERSON



CHUCK ENGELKEN
COUNCILPERSON
MAYOR PRO TEM
BILL BENTLEY
ALTERNATE, COUNCILPERSON

CITY OF LA PORTE DRAINAGE AND FLOODING COMMITTEE MEETING AGENDA

Notice is hereby given of a meeting of the Drainage and Flooding Committee of the City Council of the City of La Porte, to be held January 8, 2024, in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, beginning at 5:00 pm to consider the following items of business.

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

<https://us02web.zoom.us/j/83085420253?pwd=TXJJTkIxQ2tvQ0wyanAzdFpsVCtQZz09>.

Join by phone at 888-475-4499 or 877-853-5257. The meeting ID is 830 8542 0253. The password is 263475.

1. **CALL TO ORDER**
2. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
3. **STATUTORY AGENDA**
 - (a) Presentation, discussion, and possible action to approve the minutes of the City of La Porte Drainage and Flooding Committee meeting held on November 13, 2023. [Councilperson Martin, Chair]
 - (b) Presentation, discussion, and possible action regarding status of 100-acre-foot detention pond project near the Pasadena Convention Center and Brookglen Subdivision, as established in amended interlocal agreement between the City of La Porte and the City of Pasadena. [Ray Mayo, Director of Public Works]
 - (c) Presentation, discussion, and possible action regarding the Harris County Flood Control District's (HCFCD) and Harris County Precinct 2's current and future plans related to flooding in the City of La Porte. [Ray Mayo, Director of Public Works]
 - (d) Presentation, discussion, and possible action regarding the status of current drainage projects. [Ray Mayo, Director of Public Works]
 - (e) Presentation, discussion, and possible action to provide administrative staff of the City with direction, if necessary, regarding additional drainage concerns. [Ray Mayo, Director of Public Works]
4. **STAFF REPORTS**
5. **SET NEXT MEETING**
6. **COMMITTEE COMMENT** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*

7. ADJOURN

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

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

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

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

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the January 8, 2024, Drainage and Flooding Committee agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF
POSTING

TIME OF
POSTING

TAKEN DOWN

Lee Woodward

Lee Woodward, City Secretary

JAY MARTIN, CHAIRMAN
COUNCILPERSON

MANDI WILLIAMS
COUNCILPERSON



CHUCK ENGELKEN
MAYOR PRO TEM

BILL BENTLEY, ALTERNATE
COUNCILPERSON

MINUTES OF THE DRAINAGE AND FLOODING COMMITTEE MEETING November 13, 2023

The Drainage and Flooding Committee of the City of La Porte met on Monday, November 13, 2023, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 5:15 p.m. to consider the following items of business:

Committee Members present: Jay Martin, Chuck Engelken, Bill Bentley

Committee Members attending remotely: None

Committee Members absent: Mandi Williams

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

CALL TO ORDER – Chair Martin called the meeting to order at 5:16 p.m.

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

There were no comments.

3. STATUTORY AGENDA

- a. Presentation, discussion, and possible action to approve the minutes of the City of La Porte Drainage and Flooding Committee meeting held on October 9, 2023. [Councilperson Martin, Chair]**

Member Bentley moved to approve the minutes of the City of La Porte Drainage and Flooding Committee meeting held on October 9, 2023; the motion was seconded by Member Engelken; the motion was adopted, 3-0.

- b. Presentation, discussion, and possible action regarding status of 100-acre-foot detention pond project near the Pasadena Convention Center and Brookglenn Subdivision, as established in amended interlocal agreement between the City of La Porte and the City of Pasadena. [Ray Mayo, Director of Public Works]**

Mr. Mayo announced that the City of Pasadena had chosen to continue with the 100-acre-foot detention pond project, rather than changing to a 150-acre-foot pond, speeding the project somewhat. A tentative schedule was provided by the consultant.

- c. Presentation, discussion, and possible action regarding the Harris County Flood Control District's (HCFCD) and Harris County Precinct 2's current and future plans related to flooding in the City of La Porte. [Ray Mayo, Director of Public Works/Jeremy Ratcliff, Precinct Coordinator, Harris County Flood Control District]**

There was a draft interlocal agreement provided for review for the improvements on the F-101 channel east of Lomax School Road. Mr. Mayo provided information from Mr. Ratcliff's report in the meeting packet. Member Engelken reported the use of property by

utility providers and requested an updated schedule of work. Updates were provided for projects coordinated with the City or led by Harris County Flood Control.

d. Presentation, discussion, and possible action regarding the status of current drainage projects. [Ray Mayo, Director of Public Works]

Mr. Mayo noted the Bayside Terrace Improvements Project was on schedule. The Northside Neighborhood Drainage Improvements will be funded 100% by grant funds and a pre-construction meeting is being scheduled.

e. Presentation, discussion, and possible action to provide administrative staff of the City with direction, if necessary, regarding additional drainage concerns. [Ray Mayo, Director of Public Works]

Mr. Mayo noted his office had recently been made aware of an issue on Lomax Drive near the F101 watershed and that he would ask Harris County Flood Control District to use some of the information from prior studies.

4. STAFF REPORTS

There were no additional items.

5. SET NEXT MEETING

The next meeting was set for January 8, 2024.

6. COMMITTEE COMMENT – *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*

There were no comments.

ADJOURN – The meeting was adjourned without objection at 5:36 p.m.

Lee Woodward, City Secretary



REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

<p>Agenda Date Requested: <u>January 8, 2024</u></p> <p>Requested By: <u>Ray Mayo, Director</u></p> <p>Department: <u>Public Works</u></p> <p><input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance</p>	<table border="1"><thead><tr><th colspan="2">Appropriation</th></tr></thead><tbody><tr><td>Source of Funds:</td><td><u>N/A</u></td></tr><tr><td>Account Number:</td><td><u>N/A</u></td></tr><tr><td>Amount Budgeted:</td><td><u>N/A</u></td></tr><tr><td>Amount Requested:</td><td><u>N/A</u></td></tr><tr><td>Budgeted Item:</td><td><input type="radio"/> Yes <input type="radio"/> No</td></tr></tbody></table>	Appropriation		Source of Funds:	<u>N/A</u>	Account Number:	<u>N/A</u>	Amount Budgeted:	<u>N/A</u>	Amount Requested:	<u>N/A</u>	Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No
Appropriation													
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Amount Budgeted:	<u>N/A</u>												
Amount Requested:	<u>N/A</u>												
Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No												

Exhibits: Updated project Schedule 10/24/23, 11/6/23
Pond Exhibit

SUMMARY & RECOMMENDATION

The City of Pasadena has elected to remain with a revised design of 100 acre-feet. Half Associates is coordinating with Pasadena on the revision to the survey, and the revision to the drainage impact analysis. The revised drainage impact analysis was submitted to HCFCD for their approval in November 2023. Geotechnical testing is in progress. 60 percent design is due in February 2024.

Tasks Completed

- ☐ Pond grading revisions, volume confirmation, and footprint confirmation
- ☐ Stage storage curve generation
- ☐ Geotechnical field work /drilling -sampling
- ☐ Topographic survey
- ☐ November 2023 - DIA revisions and submittal to HCFCD

Tasks in Progress

- ☐ Geotechnical Laboratory testing

Upcoming Task and Timelines

- ☐ January 2024 - Geotechnical report submittal to stakeholders
- ☐ February 2024 - 60% PS&E submittal to stakeholders
- ☐ April 2024 – Prepare environmental exhibits for Berg-Oliver to submit to USACE

- ☐ May 2024 – Berg-Oliver submits NWP application and PCN to USACE
- ☐ May/June 2024 – 90% PS&E submittal to stakeholders
- ☐ August/September 2024 – 100% PS&E submittals to stakeholders

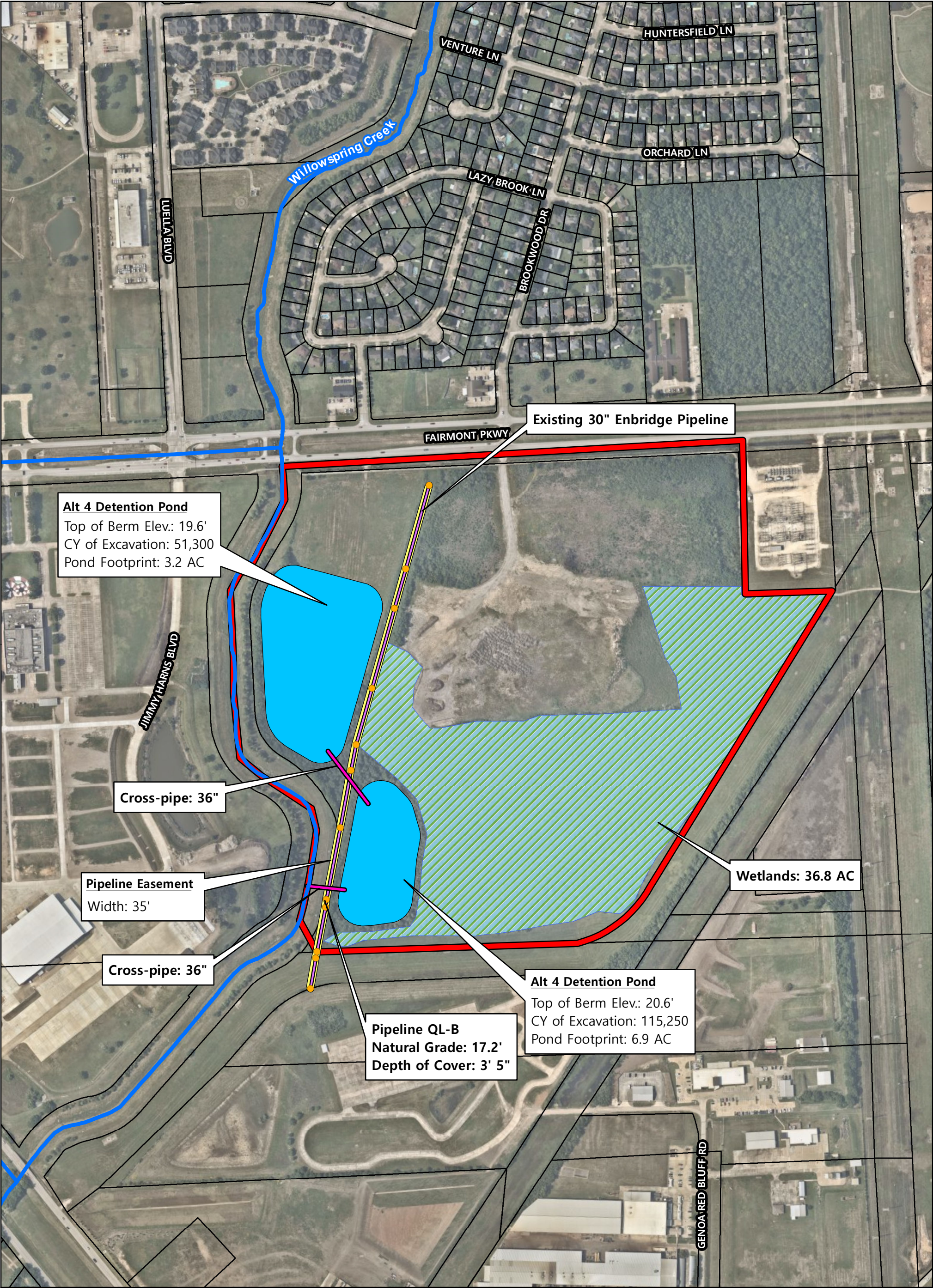
ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE




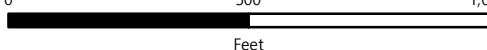

Receive report, and provide staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date



<p>LEGEND</p> <ul style="list-style-type: none">Pipeline PointsHCFC ChannelsPond OutfallPipelineProject AreaPond LocationWetlandsPipeline Easement	<p>Notes:</p> <p>1. NearMap 2023</p> <p>2. Ponds footprint based on design with 100 ac-ft volume, 4:1 slopes, 30' berms and 1' of freeboard, utilizing 2018 HGAC LIDAR.</p> <p>3. Wetland delineation is based upon PJD submitted by Berg Oliver to USACE in October 2022.</p>	<div></div> <div><p>100 Acre-Foot Interlocal Detention Pond</p><p>Approved Alternative</p></div>	<div></div> <div><p>Exhibit 1</p></div>
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REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: January 8, 2024

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: F101 Project Limits; Draft Interlocal Agreement for F-101 Improvements

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☐ No

SUMMARY & RECOMMENDATION

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

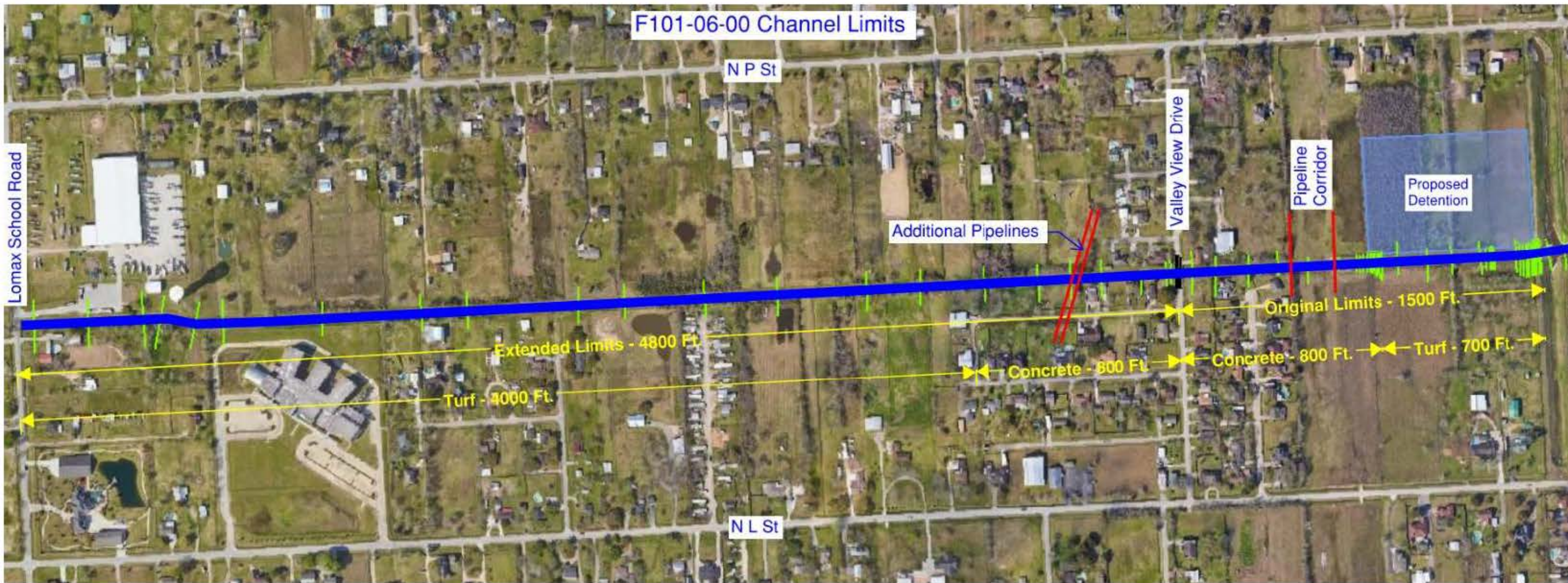
ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

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

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date



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

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV'T CODE ANN. Ch. 791) by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, (the "District"), and the **City of La Porte**, Texas a municipal corporation and home-rule municipality under the laws of the State of Texas, located in Harris County, Texas, acting by and through its City Council (the "City"). The District and the City are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties." This Agreement shall become effective as of the date on which it has been executed by both Parties hereto.

WITNESSETH:

WHEREAS, the District owns property within the City limits and proposes to design, construct, and maintain a channel project (hereinafter the "District Project") in existing HCFCF Unit F101-06-00, upon District owned property located south of P Street, north of N L Street and east of Lomax School Rd., and which property is more fully described in Exhibit A, which is incorporated herein by reference for all purposes, and

WHEREAS, the completion of the District Project will result in the reduction in regional flooding; and

WHEREAS, the City is willing to participate in the District Project and to contribute a maximum sum toward the total cost of the Project hereinafter the "Maximum Contribution"; and

WHEREAS, it is of mutual benefit to the City and the District to enter into and implement this Agreement in accordance with Texas Government Code Chapter 791.

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

**Article I.
Plans and Construction**

- 1) The District Project shall consist of the design, bidding, Right Of Way , and construction (the "Work") of the F101-06-00 channel improvements, and detention basin construction along the F101-06-00 channel on the Property to reduce regional flooding.

- 2) The total estimated cost of the District Project is \$8,416,192.00 to construct approximately 39.2 acre-feet of storage and channel work, such costs including but not limited to costs and expenses for design, construction, permits, and inspections and testing; costs of engineering consultants for services performed for construction of the District Project, including survey work, preliminary design of the Project, final design of the District Project, construction phase engineering, and inspection and construction management of the District Project. The City will contribute a Maximum Contribution of \$2,104,048.00 towards the District Project cost.
- 3) The District acknowledges that the City will not issue permits for the construction of the District Project, and the District may not commence the construction of the District Project, until the District has provided to the City sufficient documentation necessary to demonstrate to the Director of City of La Porte Public Works satisfaction that the District Project will mitigate the impact of the storm water, and the Impact Analysis has been approved in writing by the Director of City of La Porte Public Works or a designee of the Director of City of La Porte Public Works (the "Director") whose approval shall not be unreasonably withheld or delayed.
- 4) The District shall coordinate preparation of construction plans and specifications and administer bidding, construction, inspection, materials testing and surveying for the District Project. The District shall submit plans to the City for review and comment. The District acknowledges that the City will not issue permits for the construction of the District Project, and the District may not commence the construction of the District Project, until the District's Plans have been approved in writing by the Director whose approval shall not be unreasonably withheld or delayed.
- 5) Upon commencement of the Work, the City shall have the right to access the Property at any time and shall have access to all related documents relevant to the construction of the District Project, including, but not limited to, relevant drawings, specifications, agreements, permits, approvals, permissions, letters, denials, and any other relevant documents and correspondence, in order to verify that the District Project is being constructed in compliance with this Agreement. Provided, however, that in conducting such investigations and/or inspections, the City shall not interfere with the work in progress. If, at any point during the Work, the City reasonably finds that the Work is not being undertaken in a manner that is compliant with the terms of this Agreement or any agreements, permits, approvals, or permissions issued by the City pursuant hereto, the City shall have the right to exercise any of the options provided in Article VII.

Article II.

Insurance

- 1) In connection with any work to be performed on the Property under this Agreement, the District shall require that each contractor for the District Project provide those levels of insurance customary for the size and kind of facility contemplated prior to the contractor's entry onto the Property. All insurance policies, except Workers'

Compensation, must name the City and the District as additional insureds. Each policy must also contain an endorsement to the effect that the issuer waives any rights of subrogation against the City and the District, their officers, agents or employees, and that it shall give at least forty-five (45) days' written notice to the City and the District before the policy may be canceled, materially changed, or non-renewed. The District shall require contractors performing Work on the Property under this Agreement to submit good and sufficient statutory payment and performance bonds as required by law.

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

Article III. Funding

- 1) Within forty-five (45) days after the execution of this Agreement, the City shall pay by check the full amount of its Maximum Contribution to the District, to the extent permitted by law.
- 2) The District shall award the bid and/or authorize commencement of design of the District Project not more than ninety (90) days after it receives the City's Maximum Contribution.
- 3) Within forty-five (45) days after completion of the District Project, the District will provide the City with an accounting report that itemizes the District Project costs funded by the Maximum Contribution, and, in the event that the actual total District Project cost is less than \$8,416,192.00, the District shall at the same time reimburse the City for any funds due to the City in an amount equal to the difference between the Maximum Contribution (as may be adjusted pursuant to Section II. hereof) and the amount that is equal to the City's share of the actual total District Project cost. Within ninety (90) days after completion of the District Project, the District shall deliver to the Director Record Drawings for the District Project.
- 4) The District has not specifically allocated any funds for the purpose of meeting its obligations hereunder. The District may, but shall not be obligated to, encumber funds from time to time for the purpose of meetings its obligations hereunder.

Article IV.

Termination

1) This Agreement shall terminate upon delivery by the District of the Record Drawings for the District Project to the Director. Upon termination of the Agreement, the District shall be solely responsible for maintenance of the District Project.

2) In the event either Party fails to perform any of its obligations as described herein after commencement of construction activities (the "Breaching Party"), the non-breaching Party shall notify the Breaching Party in writing of the failure to perform and allow forty-five (45) days with which the Breaching Party may cure; days attributable to force majeure shall not be counted toward the time to cure. If the Breaching Party does not cure the failed performance within the time specified, the non-breaching Party may terminate this Agreement, which termination shall take effect immediately upon receipt of notice to the Breaching Party.

Article V. Storage Volume

The District reserves to itself, in perpetuity, 39.2 acre-feet of storage volume within the District Project, subject to a pro-rata reduction of storage volume in the event of an increase in the Maximum Contribution by City pursuant to Article I. hereof.

Article VI. Notice

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

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

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

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

Attention: City Manager

Article VII.
Miscellaneous

- 1) The recitals set forth in this Agreement are, by reference, incorporated into and deemed a part of this Agreement.
- 2) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.
- 3) Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- 4) One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- 5) All remedies of the Parties under this Agreement are cumulative, and the election of any remedy by a Party shall not foreclose that Party from pursuing any other equitable or legal remedy.
- 6) This Agreement is not intended to and shall not create a joint enterprise between the City and the District. It is understood and agreed that the District and District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the City. It is also understood and agreed that the City and the City's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the District.
- 7) The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The District shall have a superior right to control the direction and management of the District Project and the responsibility for day-to-day management and control of such work, except as may otherwise expressly be provided herein.

- 8) Notwithstanding anything contained in the Agreement to the contrary, it is expressly understood and agreed that in the execution of this Agreement, neither Party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9) This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of La Porte. Venue for any disputes relating in any way to this Contract shall lie exclusively in Harris County, Texas.
- 10) Neither Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both Parties hereto. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- 11) Should any provision of this Agreement require judicial interpretation, the parties hereto stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.
- 12) The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement on

_____, 2023.

APPROVED AS TO FORM

VINCE RYAN
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By: _____
Laura Fiorentino Cahill
Senior Assistant County Attorney

By: _____
LINA HIDALGO
County Judge

CITY OF LA PORTE, TEXAS

APPROVED:

By: _____
Mayor

By: _____
Director, City of La Porte Public Works

ATTEST/SEAL:

:

By: _____
City Secretary

By: _____
City Manager

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

By: _____
City Attorney

LD#: _____

EXHIBIT "A"

District Property

DRAFT



REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: January 8, 2023

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: F101 Project Limits; Draft Interlocal Agreement for F-101 Improvements

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☐ No

SUMMARY & RECOMMENDATION

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

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

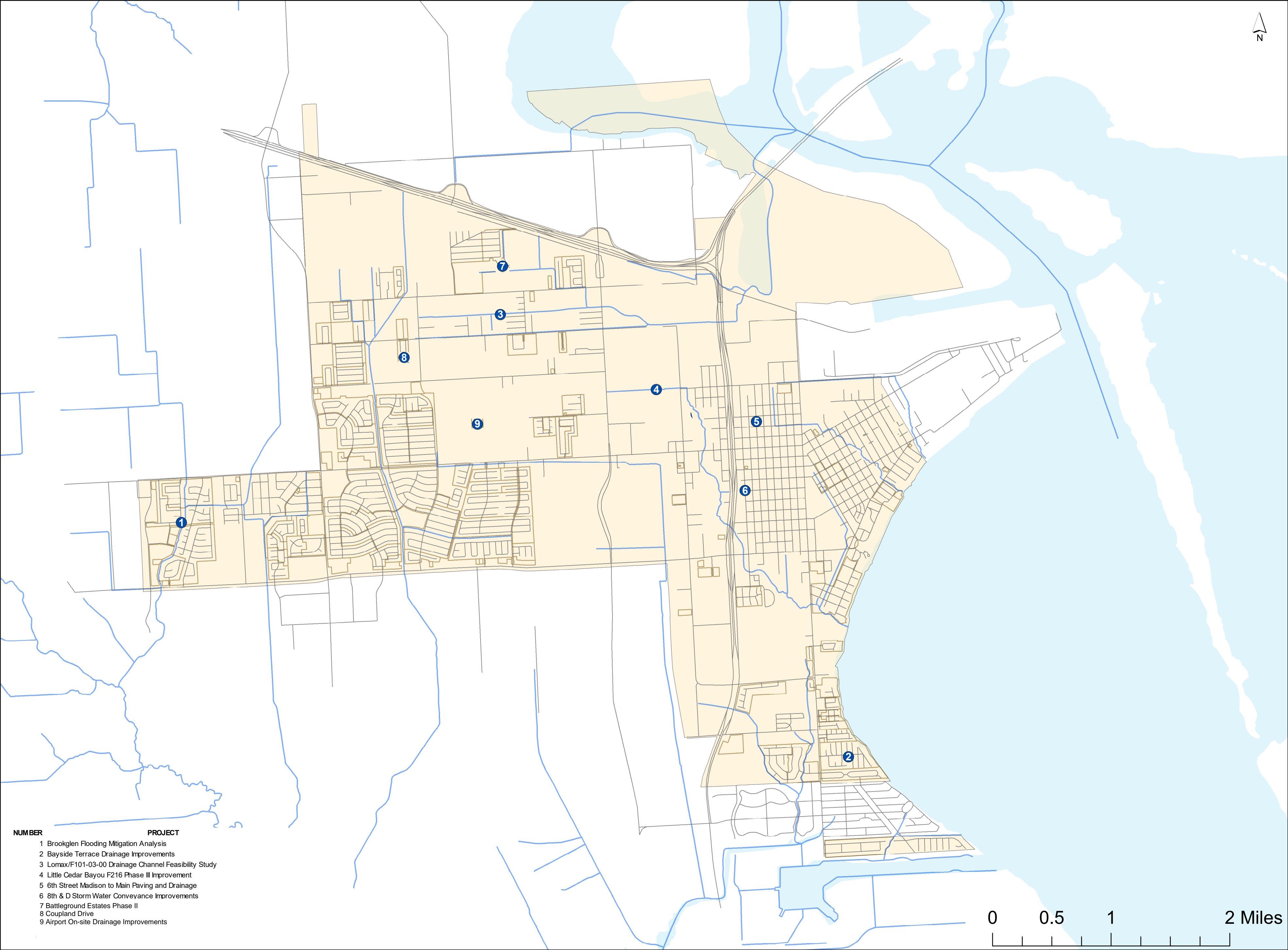
Receive report, and provide Staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date

The City of La Porte Drainage Projects 2019

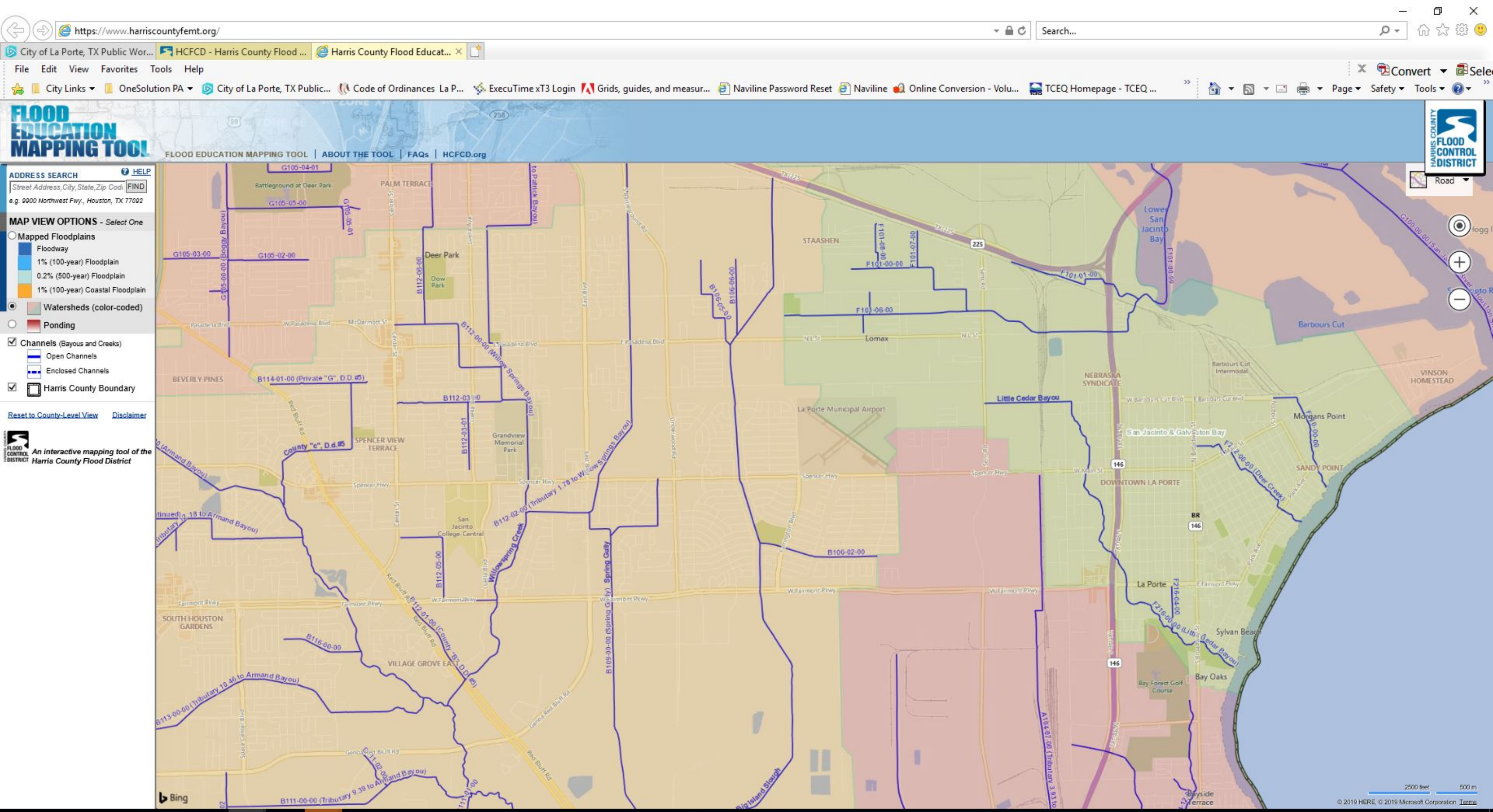


DRAINAGE PROJECTS

*Estimated completion date references total project completion.

**% complete references percent completion of current project phase.

NO.	PROJECT	PROJECT MANAGER	DESCRIPTION	PROJECT PHASE (Feasibility/Preliminary Design/Final Design/Bidding/Construction)	Status	Anticipated Construction Cost	Potential Grant Funding	Potential COLP Cost Share	COLP Budgeted Amount	Estimated Completion Date	% Complete (Phase)	On Schedule
1	Brookglen Flooding Mitigation Analysis	HCFCF / Public Works	The 2009 City-wide Drainage Study identifies the Brook glen subdivision as an area with significant drainage-related problems, attributed to inadequate sewerage and insufficient channel capacity within the B112-00-00 Channel. Compounded improvements recommended within the City-wide Drainage Study could reduce the flood risk within the Brook glen area. This analysis would expand upon the recommendations provided within 2009 study.	HCFCF (NCRS) - Final Design; COLP - Feasibility/Preliminary Engineering	The existing conditions drainage model is being developed utilizing field data and record drawings. preliminary modeling results indicate that the existing storm sewer is undersized for current rainfall conditions. Staff is currently reviewing the initial drafter of the PER, received on April 24th. Final design is expected to begin upon completion of preliminary engineering, with a target construction start date of March 4, 2024. The project is expected to be completed by June 30, 2025.	\$11,400,010.00	GL0 - \$4,000,000; Pct. 2 Partnership - \$2,900,023.28; ARPA - TBD;	Harris County - 24%; GL0 - 33%; COLP - 42;	COLP - \$4,275,000	NCRS - TBD; Bond - TBD; COLP - TBD	NCRS - 35%; COLP - 0%	NCRS - Yes Bond - No COLP - TBD
2	Bayside Terrace Drainage Improvements	Public Works	Approximately 800 linear feet of RCP pipe, ranging in size from 15" to 24", exists within the Bayside Terrace Subdivision, which has not been properly maintained due to access issues attributed to limited access to infrastructure, provided within a five foot utility easement. Portions of Hamilton Street and Fondren Street utilize this system to convey stormwater to its outfall point of Galveston Bay. The system fails to function properly, causing flooding within the adjacent portion(s) of the subdivision. A proposed drainage study would discuss feasibility of rerouting this flows from the 800 feet of RCP, towards Bayside Dr. and utilizing the existing system within Bayside Dr. to convey the storm water within the existing system.	Bidding	Bid advertisements were published on April 6th and April 13th. A pre-bid conference was held on April 16, 2023. Bids are due on May 3rd.	\$8,821,834.36	Pct. 2 Partnership - \$2,982,496	Harris County - \$2,982,496; COLP - \$4,356,041	\$5,405,000.00	TBD	75%	Yes
3	Lomax/F101-03-00 Drainage Channel Improvements	HCFCF	Harris County Flood Control District's (HCFCF) F101-06-00 Channel system conveys storm water runoff from the Lomax area and ultimately outfalls into Lower San Jacinto Bay. The downstream section of the channel has been improved to ultimate capacity. An existing pipeline corridor, containing several pipelines located at depths ranging from approximately 2' to 18", cross the channel, limiting the depth of potential channel improvements. Moderate/heavy rain events, compounded with backwater conditions from this section of the channel, contributes to wide-spread flooding within the Lomax Area.	Feasibility	HCFCF extended the limits of the initial drainage study to include the area from Valleyview to Lomax School Road. New project limits are currently being evaluated by HCFCF to determine additional project options.	\$3,400,000.00	HCFCF Bond; ARPA - TBD	50/50	\$950,000.00	TBD	75%	No
4	Little Cedar Bayou F216 Phase III Improvements	HCFCF / Public Works	Phase I and Phase II Improvements to Little Cedar Bayou, from Hwy 146 to Madison, have either been completed or are currently awarded for construction. Phase I and Phase II improvements include, but are not limited to, excavating and disposing off-site soil as required for the new channel alignment, clearing and grubbing, demolition of existing structures, erosion control, and site restoration for approximately 5,533 LF of channel. Approximately 4,680 LF of channel remains unimproved upstream, with those improvements slated to be included within this project, to be considered Phase III. Survey data has been collected on this most upstream section. Routine maintenance of clearing overgrowth, trees, and obstructions; minor erosion control and slope stabilization; and desilting is planned to maintain existing conveyance capacity. Those maintenance operations are projected to begin late 4th quarter 2018 or early 1st quarter 2019 (calendar year). The following Phase III mitigation action is proposed, as recommended within the Hydraulic Analysis for Little Cedar Bayou Watershed HCFCF Unit F216-00-00: lowering the low line of the Bayou 1' - 2' feet, from W. Madison to Sens Rd. Current channel side slopes would be modified to achieve 3:1 side slopes from W Madison St. to Sens Rd. An estimated 200,000 cubic yards are to be excavated from the channel. Over excavation is provided to yield sufficient storage volume in the pond after siltation and build-up in the pond bottom.	Feasibility	The feasibility of several project options are being evaluated. The consultant is evaluating an additional project alternative that was not previously considered. The draft of the preliminary engineering report will be delayed, to allow for the new alternative to be evaluated. Staff, consultant, and HCFCF, participate in bi-weekly project status meeting to discuss project progression.	TBD	HCFCF Bond - \$8,000,000; ARPA - TBD	\$2,000,000.00	\$3,055,232.00	TBD	60%	No
5	6th Street Madison to Main Paving and Drainage	Public Works	The segment of 6th St from W. Madison St to W. Main St is considered part of Old La Porte, which was generally noted in the City-Wide Drainage Study as not having sufficient storm sewer capacity due to undersized storm sewer, undersized storm inlets, or not enough storm inlets. RPS-Klotz provided an analysis of the existing storm sewer system and identified problem areas within the project limits. Additional analysis is required to determine most efficient improvement alternative.	Phase 2 - Final Design	Drainage Impact Analysis has been approved by HCFCF. Staff is coordinating with HCFCF for mitigation credits. USACE has acknowledged receipt of pre-construction notice. The project solicitation packet has been prepared, but the advertisement is on hold, pending USACE approval.	Phase 2 - \$3,400,000	Phase 2 - \$3,472,757	\$125,000.00	\$1,140,000.00	Phase 2 - TBD	Phase 2 - 90%	Phase 2 - Yes
6	8th & D Storm-Water Conveyance Improvements	Public Works	The area generally bounded by 8th Street to the west, Main Street to the north, 5th Street to the east, and D Street to the south experiences flooding during heavy rain events due to undersized culverts within the area increasing culvert sizes within the area will provide additional conveyance capacity within the existing open ditch system.	Completed	This project has been incorporated into the 8th Street Rehabilitation Project. Construction activity began on September 13, 2021. Storm sewer-related infrastructure is 100% complete.	\$4,800,000.00	N/A	N/A	\$4,867,000.00	February 2023	100%	Yes
7	Battleground Estates Phase II	Public Works	A proposed conditions hydraulic model was developed during the preliminary design for the N P Street Culvert Improvement Project, which recommended replacing the upstream portion of the existing composite structure at N P Street, with structures matching the downstream portion of the composite structure. That project allows for full utilization of the structure's capacity, as well as protect the channel during rainfall events that produce higher amounts of runoff. Per the recommendations of the Phase I report, a more detailed Phase 2 engineering analysis of segments F101-00-00 and F101-08-00, that are upstream of N P Street, as well as an evaluation of the roadside ditch drainage conduits within Battleground Estates should be performed to identify necessary improvements to address structural flooding within the area. The more detailed study would evaluate the impacts of culverts located upstream of N P Street, along F101-00-00 resulting from the 10-, 50-, and 100-year rain event. Channel improvements, and increasing culvert sizes to provide sufficient capacity within culverts along the roadside ditches are the anticipated mitigation efforts.	Feasibility	Staff is re-considering utilization of ARPA funding on this project, as ARPA funding may be reallocated to higher priority projects.	TBD	ARPA - TBD	50/50	\$215,000.00	August 2023	0%	No
8	Coupland Drive	Public Works	The proposed storm sewer improvements include re-aligning Coupland Drive to drain towards inlets located throughout the subdivision. The inlets will drain into proposed storm sewer ranging in size from 24" to 30" RCP. This storm sewer will then flow underneath the existing roadside ditch along L Street to a combined outfall with the existing roadside ditch to Big Island Slough. The proposed storm sewer underneath the existing ditch on L Street will be 42" RCP and the combined outfall will need to be a 60" RCP. These improvements will result in no net fill within the Big Island Slough 100-year floodplain. The proposed storm sewer was sized for the 2 year storm event, per the City of La Porte drainage criteria.	Bidding	The bid solicitation advertised on September 15th, as part of the Lomax Lift Station Consolidation Project. Bid were received in December 2023, but exceeded the budgeted amount. The bid was reject by Council at the January 9th meeting. Staff is working with the Texas Water Development Board (TXWDB) to determine the most appropriate approach to proceed with the Lomax Lift Station Consolidation Project. Future advertisement of the Coupland Drive project will be contingent upon direction received from the TXWDB.	\$1,550,000.00	N/A	N/A	\$1,310,000.00	TBD	50%	Yes





REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: January 8, 2024
Requested By: Ray Mayo, Director
Department: Public Works
☒ Report ☐ Resolution ☐ Ordinance

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

Exhibits:

SUMMARY & RECOMMENDATION

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

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

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

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date