

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



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

## **CITY COUNCIL MEETING AGENDA**

Notice is hereby given of a regular meeting of the La Porte City Council to be held May 9, 2022, beginning at 6:00 PM in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available using the link

<https://us02web.zoom.us/j/89102165659?pwd=ZFg3Y1JJR2V1UWFmSndMWjB6cjRxQT09>.

The meeting ID is 891 0216 5659 and the password is 627911. Join by phone at 888-475-4499 or 877-853-5257.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Pastor Glen Harding of Life Community Church.  
**PLEDGES** – Will be led by Councilperson Mandi Williams.  
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 National Police Week, May 15-21, 2022.
  - (b) Proclamation in recognition of Emergency Services Week, May 15-21, 2022.
  - (c) Proclamation in recognition of Public Works Week, May 15 - 22, 2022.
  - (d) Employee of the Quarter - Lorenzo Wingate, Assistant Director of Public Works [Louis R. Rigby, Mayor]
4. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
5. **CONSIDERATION OF COUNCILPERSON ABSENCES**
  - (a) Presentation, discussion, and possible action to consider excusing the absence of Councilperson Thomas Garza from the April 25, 2022, City Council meeting, in accordance with the City Council Attendance Policy. [Louis R. Rigby, Mayor]
6. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
  - (a) Approve the minutes of the regular meeting of the City Council held on April 25, 2022. [Louis R. Rigby, Mayor]
  - (b) Adopt Ordinance 2022-3884 approving amendments to the City of La Porte Fiscal Year 2021-22 Budget for purchase of replacement portable radios for the La Porte Fire Department. [Shelley Wolny, Assistant Finance Director]

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

## 7. **STATUTORY AGENDA**

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

## 8. **REPORTS**

- (a) Receive report of the Fiscal Affairs Committee meeting. [Councilperson Engelken]
- (b) Receive report of the Drainage and Flooding Committee meeting. [Mayor Pro Tem Martin, Chair]

## 9. **ADMINISTRATIVE REPORTS**

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

## 10. **COUNCIL COMMENT** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

## 11. **EXECUTIVE SESSION**

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

## 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 May 9, 2022, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.LaPorteTX.gov](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**, The Congress and President of the United States have designated May 15<sup>th</sup> as Peace Officers' Memorial Day and the week in which May 15<sup>th</sup> falls as National Police Week; and

**WHEREAS**, the members of the law enforcement community of the City of La Porte play an essential role in safeguarding the rights and freedoms of La Porte; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the men and women of the La Porte Police Department unceasingly provide a vital public service;

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim May 15 through 21, 2022,

## National Police Week

and further call upon all citizens of the City of La Porte to observe Sunday, May 15<sup>th</sup>, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 9<sup>th</sup> day of May, 2022.

City of La Porte

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Louis R. Rigby, Mayor





# Proclamation

## Office of the Mayor

**WHEREAS**, emergency medical services provide a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training, and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week and this year's theme, "*Rising to the Challenge*". I encourage our community to observe this week by celebrating our local emergency medical services personnel.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim May 15-21, 2022, as

## Emergency Medical Services Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 19<sup>th</sup> day of May, 2022.

City of La Porte

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Louis R. Rigby, Mayor



# Proclamation

## Office of the Mayor

**WHEREAS**, Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of La Porte, Texas; and,

**WHEREAS**, this work could not be accomplished without the dedicated efforts of public works professionals, at all levels of government and the private sector, responsible for maintaining, rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens and civic leaders of La Porte to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the City of La Porte expresses its appreciation for our public works professionals and to recognize the substantial contributions they make to improve our infrastructure, protect public health, provide safety, and improve quality of life.

**WHEREAS**, the year 2022 marks the 62<sup>nd</sup> annual National Public Works Week sponsored by the American Public Works Association and urge all citizens to recognize and support our Public Works employees, who embody this year's theme of *Ready and Resilient*.

**NOW, THEREFORE**, I, **Louis R. Rigby, Mayor**, do hereby proclaim the week of May 15-21, 2022, as

## National Public Works Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 9<sup>th</sup> day of May, 2022.

City of La Porte

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Louis R. Rigby, Mayor

## **Employee of the First Quarter 2022**

### **Lorenzo Wingate, Assistant Director of Public Works**

Lorenzo Wingate joined the City of La Porte team as the Engineering Manager in November 2016 as part of the Planning Department. In October 2017, after Lorenzo completed the rigorous process to become a licensed Professional Engineer (PE), the position was changed to City Engineer. He was promoted to his current role of Assistant Director of Public Works in November 2019.

Lorenzo's role includes oversight of the day to day operations of the Public Works Department and its 112 employees. His duties include coordination and planning of multiple maintenance and repair activities, review and approval of purchases, personnel actions, leave requests, performance management, and hiring decisions. Lorenzo has exceeded expectations in these responsibilities while also providing leadership on capital improvement projects across the City. According to Public Works Director Ray Mayo, Lorenzo has been instrumental in coordinating and obtaining multiple grant funding opportunities which have led to securing \$13 million in funding specifically for drainage projects. Lorenzo prepares agenda items and presentations for the Drainage and Flooding Committee and serves as a liaison with other entities such as Harris County.

Lorenzo consistently promotes creative solutions to challenges. His willingness to assist other departments with input and expertise is appreciated. Lorenzo is quick to recognize and celebrate others either through an informal word of thanks or the more formal recognition program he established in the Public Works Department. He sets a great example to not just other Public Works employees but all departments with his positive attitude, professionalism, and optimistic outlook.

Please join me in thanking Lorenzo for his great service to the La Porte community and congratulating him on being named the Employee of the Quarter.



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 9, 2022</u>	<b>Appropriation</b>
Requested By: <u>Louis R. Rigby, Mayor</u>	Source of Funds: <u>N/A</u>
Department: <u>City Council</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input type="radio"/> No

**Exhibits:** None

### SUMMARY & RECOMMENDATION

This item has been added for consideration by City Council of the absence of Councilperson Thomas Garza from the April 25 meeting, per the Council's adopted *Rules of Procedure*, excerpted below. Councilperson Garza made the required notification on March 17.

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

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

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

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

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

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

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

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**ACTION REQUIRED BY CITY COUNCIL**

**Consider excusing the absence of Thomas Garza from the April 25, 2022, City Council meeting.**

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



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

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF LA PORTE  
APRIL 25, 2022**

The City Council of the City of La Porte met in a regular meeting on Monday, April 25, 2022, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

**Councilpersons present:** Louis Rigby, Brandon Lunsford, Mandi Williams, Bill Bentley, Brent McCaulley (arrived at 6:25 p.m.), Jay Martin, Robbie McLarrin

**Councilpersons attending remotely:** Chuck Engelken

**Councilpersons absent:** Thomas Garza

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

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

2. **INVOCATION** – The invocation was given by Reverend Brian Christen, La Porte Community Church and pledges were led by Councilperson Chuck Engelken.

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

- a. Proclamation – Crime Victims Week [Mayor Louis R. Rigby]
- b. Proclamation – Parliamentary Law Month [Mayor Louis R. Rigby]
- c. Proclamation – Records and Information Management Month [Mayor Louis R. Rigby]
- d. Proclamation – Fair Housing Month [Mayor Louis R. Rigby]

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

There were no citizen comments.

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 City Council special meeting held on April 9, 2022, and the City Council regular meeting held on April 11, 2022. [Louis R. Rigby]
- b. Approve the recurring monthly payment of \$8,987.76 to AT&T for the City's phone system, pursuant to terms of existing three- (3-) year contract ending September 1, 2023. [Grady Parker, IT Manager]
- c. Approve exercise of one-year auto-renewal under City of La Porte contract with OneSolution ERP. [Grady Parker, IT Manager]

- d. Authorize the Mayor to sign the General and No Litigation Certificate with Southeast Texas Housing Finance Corporation (SETH) for the Rosemont at Garth Apartments in Baytown. [Corby Alexander, City Manager]
- e. Adopt Ordinance 2022-3883 denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its Distribution Cost Recovery Factor. [Corby Alexander, City Manager]
- f. Approve the appointment of Amanda Gerrish to an open position on the La Porte Development Corporation Board of Directors. [Louis R. Rigby, Mayor]
- g. Authorize the City Manager to execute a professional services agreement with Schaumburg and Polk, Inc. for engineering, design, and limited construction phase services in connection with the Lift Station 31 Rehabilitation Project, for an amount not to exceed \$171,100.00. [Ray Mayo, Director of Public Works]
- h. Adopt Resolution 2202-09 adopting Citizen Participation Plan and Grievance Procedures, Section 3 Policy, Excessive Force Policy, Section 504 Policy and Grievance Procedures, Code of Conduct Policy, Limited English Proficiency Plan, and Fair Housing Policy, in connection with the participation of the City of La Porte, Texas, in federally funded Community Development Block Grant – Mitigation (CDBG-MIT) Projects.[Ray Mayo, Director of Public Works]
- i. Adopt Resolution 2022-10 authorizing the City of La Porte to join with other municipalities as part of the coalition of cities, in connection with CenterPoint Energy Houston Electric, LLC's application for approval of a Distribution Cost Recovery Factor. [Corby Alexander, City Manager]

Mayor Rigby noted that the resolution in item h should be numbered 2022-09 rather than 2202-09. Councilperson Bentley moved to approve the consent agenda items a-d, f, g, and h; the motion was seconded by Councilperson Engelken; the motion was adopted, 7-0. Prior to the meeting, Councilperson Engelken signed a conflict of interest affidavit for items e and i and did not participate in the consideration of or votes on those items.

Councilperson Bentley moved to adopt Ordinance 2022-3883 denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its Distribution Cost Recovery Factor; the motion was seconded by Councilperson Lunsford; the motion was adopted, 6-0.

Councilperson Bentley moved to adopt Resolution 2022-10 authorizing the City of La Porte to join with other municipalities as part of the coalition of cities, in connection with CenterPoint Energy Houston Electric, LLC's application for approval of a Distribution Cost Recovery Factor; the motion was seconded by Councilperson Lunsford; the motion was adopted, 6-0.

## 6. PUBLIC HEARING AND ASSOCIATED ORDINANCES

- a. The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2022-3878 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 20.8-acre tract of land located east of S. Broadway Street and south of K Street; legally described as Lots 7-12, Block 14; Lots 1-12, Block 15; Lots 1-16, Block 18; & Lots 1-14, Block 19, Sylvan Beach; Lots 1-6, Block 1, Sylvan Beach Replat; Lots 25-35, Block 1114; Lots 1-31 & 45-48, Block 1118; & Lots 1-43, Block 1161 Town of La Porte, Harris County, Texas, by changing the land use designation from "Mid-High Density Residential" to "Low Density Residential"; followed by discussion and possible action to adopt Ordinance 2022-3878 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 20.8-acre tract of land located east of S. Broadway Street and south of K Street; legally described as Lots 7-12, Block 14; Lots 1-12, Block 15; Lots 1-16, Block 18; & Lots 1-14, Block 19, Sylvan Beach; Lots 1-6, Block 1, Sylvan Beach Replat; Lots 25-35, Block 1114; Lots 1-31 & 45-48, Block 1118; & Lots 1-43, Block 1161 Town of La Porte, Harris County, Texas, by changing the land use designation from "Mid-High Density Residential" to "Low Density Residential". [Teresa Evans, Planning & Development Director]

Mayor Rigby opened the public hearing at 6:19 p.m. Director Evans provided a presentation; there were no public speakers for the hearing. (Councilperson McCaulley arrived.) Mayor Rigby closed the public hearing at 6:26 p.m. Councilperson Bentley moved to adopt Ordinance 2022-3878 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 20.8-acre tract of land located east of S. Broadway Street and south of K Street; legally described as Lots 7-12, Block 14; Lots 1-12, Block 15; Lots 1-16, Block 18; & Lots 1-14, Block 19, Sylvan Beach; Lots 1-6, Block 1, Sylvan Beach Replat; Lots 25-35, Block 1114; Lots 1-31 & 45-48, Block 1118; & Lots 1-43, Block 1161 Town of La Porte, Harris County, Texas, by changing the land use designation from "Mid-High Density Residential" to "Low Density Residential"; Councilperson Lunsford seconded the motion; the motion was adopted, 8-0.

- b. The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2022-3879 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #22-92000007, a change from High Density Residential (R-3) to Low Density Residential (R-1) for a 20.8-acre tract of land located east of S. Broadway Street and south of K Street and legally described as Lots 7-12, Block 14; Lots 1-12, Block 15; Lots 1-16, Block 18; & Lots 1-14, Block 19, Sylvan Beach; Lots 1-6, Block 1, Sylvan Beach Replat; Lots 25-35, Block 1114; Lots 1-31 & 45-48, Block 1118; & Lots 1-43, Block 1161 Town of La Porte, Harris County, Texas; followed by discussion and possible action to adopt Ordinance 2022-3879 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #22-92000007, a change from High Density Residential (R-3) to Low Density Residential (R-1) for a 20.8-acre tract of land located east of S. Broadway Street and south of K Street and legally described as Lots 7-12, Block 14; Lots 1-12, Block 15; Lots 1-16, Block 18; & Lots 1-14, Block 19, Sylvan Beach; Lots 1-6, Block 1, Sylvan Beach Replat; Lots 25-35, Block 1114; Lots 1-31 & 45-48, Block 1118; & Lots 1-43, Block 1161 Town of La Porte, Harris County, Texas. [Teresa Evans, Planning & Development Director]**

Mayor Rigby opened the public hearing at 6:29 p.m. There were no public speakers for the hearing. Mayor Rigby closed the public hearing at 6:29 p.m. Councilperson Bentley moved to adopt Ordinance 2022-3879 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #22-92000007, a change from High Density Residential (R-3) to Low Density Residential (R-1) for a 20.8-acre tract of land located east of S. Broadway Street and south of K Street and legally described as Lots 7-12, Block 14; Lots 1-12, Block 15; Lots 1-16, Block 18; & Lots 1-14, Block 19, Sylvan Beach; Lots 1-6, Block 1, Sylvan Beach Replat; Lots 25-35, Block 1114; Lots 1-31 & 45-48, Block 1118; & Lots 1-43, Block 1161 Town of La Porte, Harris County, Texas; Councilperson Lunsford seconded the motion; the motion was adopted, 8-0.

- c. The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2022-3880 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 1.19-acre tract of land located at the 1700 Block of S. Broadway Street; legally described as Lots 1-16, Block 1445, Town of La Porte, Harris County, Texas, from "Commercial" to "Low Density Residential"; followed by discussion and possible action to adopt Ordinance 2022-3880 amending the City's Future Land Use Map Component of the Comprehensive Plan for an approximately 1.19-acre tract of land located at the 1700 Block of S. Broadway Street; legally described as Lots 1-16, Block 1445, Town of La Porte, Harris County, Texas, from "Commercial" to "Low Density Residential". [Teresa Evans, Planning & Development Director]**

Mayor Rigby opened the public hearing at 6:31 p.m. Director Evans provided a presentation; Planning and Zoning Commission member Mark Follis spoke in support of the change. Mayor Rigby closed the public hearing at 6:45 p.m. There was no motion for action or adoption.



- d. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2022-3881 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning” by granting Zone Change #22-92000008, a change from High Density Residential (R-3) to Low Density Residential (R-1) for a 39.4-acre tract of land located east of S. Broadway St. and south of Garfield Street and legally described as Lots 1-6, Block 16; Lots 1-5, Block 17; & Tracts 18 & 19, Sylvan Beach; Lots 1-32, Block 1445; Tracts 32A, 33, 33A, 33B, 34, 44, 44A, 45, Lots 1-32 & Tracts A, B & C, Block 1255; & Tracts A & B & Lot 1, Block 1218, Town of La Porte; & Tracts 32,41,42 & 47, Abstract 35, J Hunter Survey, Harris County, Texas; followed by discussion and possible action to adopt Ordinance 2022-3881 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning” by granting Zone Change #22-92000008, a change from High Density Residential (R-3) to Low Density Residential (R-1) for a 39.4-acre tract of land located east of S. Broadway St. and south of Garfield Street and legally described as Lots 1-6, Block 16; Lots 1-5, Block 17; & Tracts 18 & 19, Sylvan Beach; Lots 1-32, Block 1445; Tracts 32A, 33, 33A, 33B, 34, 44, 44A, 45, Lots 1-32 & Tracts A, B & C, Block 1255; & Tracts A & B & Lot 1, Block 1218, Town of La Porte; & Tracts 32,41,42 & 47, Abstract 35, J Hunter Survey, Harris County, Texas. [Teresa Evans, Planning & Development Director]**

Mayor Rigby opened the public hearing at 6:46 p.m. There were no public speakers for the hearing. Mayor Rigby closed the public hearing at 6:48 p.m. There was no motion for action or adoption.

- e. **The City Council will conduct a public hearing to receive comment related to completion of the Northside Neighborhood Drainage Improvement Project, in connection with Texas GLO CDBG-DR 2015 Floods and Storms (DR-4223 and DR-4245) allocation of \$325,775.30. [Ray Mayo, Director of Public Works]**

Mayor Rigby opened the public hearing at 6:50 p.m. Director Mayo provided a presentation; there were no public speakers for the hearing. Mayor Rigby closed the public hearing at 6:52 p.m.

## **7. REPORTS**

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

Councilperson Engelken said the Board renewed a request to select economic services through the RFP and that the City Manager's Office would return a recommendation to the Board. He said the next meeting would be held May 23, 2022.

## **8. ADMINISTRATIVE REPORTS**

- Drainage and Flooding Committee meeting, May 9
- Fiscal Affairs Committee meeting, May 9
- City Council meeting, May 9
- Planning and Zoning Commission meeting, May 19
- City Council meeting, May 23

City Manager Corby Alexander said there were no reports but provided an answer to a question from a prior meeting, that the City's minimum sidewalk width was four foot, that ADA permitted a narrower sidewalk, but that he did not believe even that would fit in the right-of-way that had been discussed.

9. **COUNCIL COMMENTS Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.**

Councilpersons thanked staff for setting up the technology for remote Council participation; congratulated those who had received proclamations; and reminded all to come out for the Sylvan Beach Festival this weekend.

**10. EXECUTIVE SESSION**

- a. Texas Government Code Section 551.074 - Personnel Matters. The City Council will meet in closed session for the purpose of deliberation related to the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Municipal Court of Record Judge Denise Mitrano.**

The Council convened in executive session at 6:56 p.m.

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

The Council reconvened into open session at 7:35 p.m. Councilperson McCaulley moved to proceed with a 5% lump sum and addition of 2% increase to Judge Mitrano's salary; the motion was seconded by Councilperson Bentley; the motion was adopted, 8-0.

**ADJOURN** – Without objection, the Council adjourned at 7:36 p.m.

---

Lee Woodward, City Secretary



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 9, 2022</u>
Requested By: <u>Shelley Wolny, Asst. Director</u>
Department: <u>Finance</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance

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

Appropriation	
Source of Funds:	<u>001 – General Fund</u>
Account Number:	<u>001-5051-552-4003</u>
Amount Budgeted:	<u>\$0</u>
Amount Requested:	<u>\$108,998.00</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### SUMMARY & RECOMMENDATION

The City of La Porte's City Council adopted the Fiscal Year 2021-22 Budget on September 13, 2021. Due to a grave public necessity and to meet an unusual and unforeseen condition that could not have been included in the original budget, staff is requesting a budget amendment for FY 2021-22 in the amount of \$108,998.00 for a radio contract with Houston Communications, Inc. This contract will include 75 portable radios and speaker mics for the Fire Department. The agenda request to approve the purchase of the radios is also included on the consent agenda.

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

	FY 2022 Original Budget	FY 2022 Revised Budget (2/14/22)	Proposed FY 2022 Amended Budget
General Fund	\$ 59,219,618	\$ 59,319,773	\$ 59,428,771 *
Grant Fund	11,869,023	11,869,023	11,869,023
Street Maintenance Sales Tax Fund	1,703,000	1,703,000	1,703,000
Emergency Services District Sales Tax Fund	1,495,463	1,495,463	1,495,463
Hotel/Motel Occupancy Tax	1,032,682	1,032,682	1,032,682
Economic Development Corporation	3,087,771	3,087,771	3,087,771
Tax Increment Reinvestment Zone	3,642,980	3,642,980	3,642,980
Utility	9,360,032	9,418,032	9,418,032

Airport	109,721	109,721	109,721
La Porte Area Water Authority	1,778,979	1,778,979	1,778,979
Motor Pool	4,080,493	4,080,493	4,080,493
Insurance Fund	9,333,698	9,333,698	9,333,698
Technology Fund	539,024	539,024	648,021
General Capital Improvement	3,705,823	3,705,823	3,705,823
Utility Capital Improvement	690,000	789,095	789,095
Sewer Rehabilitation Capital Improvement	350,000	350,000	350,000
Drainage Improvement Fund	1,976,520	1,976,520	1,976,520
2021 C/O Bond Fund	1,100,000	1,100,000	1,100,000
General Debt Service	5,027,196	5,027,196	5,027,196
Total of All Funds	\$120,102,023	\$120,359,273	\$120,468,271

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

**Adopt ordinance 2022- 3884 approving an amendment to the City's Fiscal Year 2021-22 Budget for a total of \$108,998 for the purchase of replacement portable radios for firefighters from Houston Communications, Inc.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

---

**Date**

## **ORDINANCE 2022-3884**

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

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

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

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

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

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

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

**SECTION 1.** A grave public necessity exists and to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention, the Budget must be amended and revised with respect to those appropriations set forth in Exhibit C, attached hereto by reference and made part hereof. In support thereof, the City Council finds that additional expenditures are necessary for the following purposes: \$108,998.00, for funding of a contract with Houston Communications, Inc. for the acquisition of 75 portable radios and speaker microphones for use by the Fire Department. The acquisition is necessary due to the fact that existing portable radios are not in compliance with applicable NFPA codes and the delivery schedule for replacement equipment is subject to substantial delays. Such additional expenditures are more specifically described on Exhibit C.

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

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

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

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

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

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

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

**PASSED AND APPROVED this, the 9<sup>th</sup> day of May, 2022.**

CITY OF LA PORTE, TEXAS

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

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

**EXHIBIT B**  
**(AMENDED BUDGET)**

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

	FY 21-22 Revenues	FY 21-22 Expenses
Governmental Fund Types:		
General Fund	\$ 55,730,612	\$ 59,428,771
Grant Fund	8,303,275	11,869,023
Street Maintenance Sales Tax	1,503,500	1,703,000
Emergency Services District	1,502,500	1,495,463
Hotel/Motel Occupancy Tax	652,000	1,032,682
Economic Development Corporat	3,009,000	3,087,771
Tax Increment Reinvestment	7,375,143	3,642,980
Total Governmental Types	78,076,030	82,259,689
Enterprise:		
Utility	8,256,000	9,418,032
Airport	59,500	109,721
La Porte Area Water Authority	1,969,354	1,778,979
Total Enterprise	10,284,854	11,306,732
Internal Service		
Motor Pool	4,275,738	4,080,493
Insurance Fund	10,320,731	9,333,698
Technology Fund	479,633	539,024
Total Internal Service	15,076,102	13,953,215
Capital Improvement:		
General	5,438,531	3,705,823
Utility	652,000	789,095
Sewer Rehabilitation	300,500	350,000
Drainage Improvement Fund	1,892,000	1,976,520
2021 Certificates of Obligation	-	1,100,000
Total Capital Improvement	8,283,031	7,921,438
Debt Service:		
General	5,029,752	5,027,196
Total Debt Service	5,029,752	5,027,196
Total All Funds	\$ 116,749,769	\$ 120,468,271





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 9, 2022</u> Requested By: <u>Carl Holley, Fire Chief</u> Department: <u>Fire</u> <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; padding: 2px;">Appropriation</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Source of Funds:</td> <td style="padding: 2px;"><u>001 – General Fund</u></td> </tr> <tr> <td style="padding: 2px;">Account Number:</td> <td style="padding: 2px;"><u>522-4003</u></td> </tr> <tr> <td style="padding: 2px;">Amount Budgeted:</td> <td style="padding: 2px;"><u>\$108,998.00</u></td> </tr> <tr> <td style="padding: 2px;">Amount Requested:</td> <td style="padding: 2px;"><u>\$108,997.29</u></td> </tr> <tr> <td style="padding: 2px;">Budgeted Item:</td> <td style="padding: 2px;"><input checked="" type="radio"/> Yes    <input type="radio"/> No</td> </tr> </tbody> </table>	Appropriation		Source of Funds:	<u>001 – General Fund</u>	Account Number:	<u>522-4003</u>	Amount Budgeted:	<u>\$108,998.00</u>	Amount Requested:	<u>\$108,997.29</u>	Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No
Appropriation													
Source of Funds:	<u>001 – General Fund</u>												
Account Number:	<u>522-4003</u>												
Amount Budgeted:	<u>\$108,998.00</u>												
Amount Requested:	<u>\$108,997.29</u>												
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No												

**Exhibits:** Radio Replacement Quotes; Cooperative Contract

### SUMMARY & RECOMMENDATIONS

This proposal was introduced during the Annual Budget Retreat for the FY23 Budget, but new information has come to our attention.

In keeping with communications standards for the fire service, the La Porte Fire Department would like to upgrade the portable handheld radios currently being used by firefighters. The current radios being used by fire fighters are at their end of life and do not conform to new NFPA standards for drop testing, water resistance and larger controls for use with gloves on. There are also growing supply chain issues and Motorola has advised that lead times and delivery schedules will continue to increase. They are currently filling orders in 4-7 months, but they cannot guarantee what the lead time will be after October 1, 2022. Motorola has also advised there will be a 10% price increase in before the end of May.

To come up to new safety standards, the department requests to proceed with the purchase of 75 Motorola portable radios and speaker microphones from Houston Communications Inc. (HCI) through the TIPS: RFP 211101 Cooperative for a total price of \$108,997.29.

Portable Radios:	\$97,812.00
Portable Accessories:	\$11,185.29
<b>Total:</b>	<b>\$108,997.29</b>

### ACTION REQUIRED BY CITY COUNCIL

**Approve the purchase of replacement Motorola portable radios from Houston Communications Inc. (HCI) through TIPS: RFP211101 Cooperative for \$108,997.29.**

**Approved for the City Council meeting agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

**COPY**



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 9, 2022</u>	<b>Appropriation</b>
Requested By: <u>Carl Holley, Fire Chief</u>	Source of Funds: <u>001 – General Fund</u>
Department: <u>Fire</u>	Account Number: <u>522-4003</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$108,998.00</u>
	Amount Requested: <u>\$108,997.29</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Radio Replacement Quotes; Cooperative Contract, Email from HCI on price hold

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### SUMMARY & RECOMMENDATIONS

This proposal was introduced during the Annual Budget Retreat for the FY23 Budget, but new information has come to our attention.

In keeping with communications standards for the fire service, the La Porte Fire Department would like to upgrade the portable handheld radios currently being used by firefighters. The current radios being used by fire fighters are at their end of life and do not conform to new NFPA standards for drop testing, water resistance and larger controls for use with gloves on. There are also growing supply chain issues and Motorola has advised that lead times and delivery schedules will continue to increase. They are currently filling orders in 4-7 months, but they cannot guarantee what the lead time will be after October 1, 2022. Motorola has also advised there will be a 10% price increase in before the end of May. The attached quote shows that the below price is good until May 4, 2022, but we have attached an email from Jesse Flores, HCI, stating that he has reserved the radios at the quoted price for approval by City Council on May 9, 2022.

To come up to new safety standards, the department requests to proceed with the purchase of 75 Motorola portable radios and speaker microphones from Houston Communications Inc. (HCI) through the TIPS: RFP 211101 Cooperative for a total price of \$108,997.29.

Portable Radios:	\$97,812.00
Portable Accessories:	\$11,185.29
<b>Total:</b>	<b>\$108,997.29</b>

---

### ACTION REQUIRED BY CITY COUNCIL

**Approve the purchase of replacement Motorola portable radios from Houston Communications Inc. (HCI) through TIPS: RFP211101 Cooperative for \$108,997.29.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

---

**Date**

**From:** [Gifford, David](#)  
**To:** [Daeumer, Matt](#)  
**Subject:** Fw: HCI R7 - Approval  
**Date:** Tuesday, April 19, 2022 3:36:20 PM  
**Attachments:** [Outlook-xpub44ou.png](#)

---

FYI

**BE SAFE!!**

*Family, Job, Fire Department*



**David Gifford, CFE**  
**Assistant Chief, La Porte Fire Department**  
125 S. 3rd Street, La Porte TX 77571  
Office (281) 471-3607  
[GiffordD@LaPorteTX.gov](mailto:GiffordD@LaPorteTX.gov)  
[www.lpfd.net](http://www.lpfd.net)

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IMPORTANT WARNING: This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is Strictly Prohibited. If you have received this message by error, please notify the sender immediately, discard all copies and delete this email. Unauthorized distribution, copying, or storing of this message could subject you to penalties described in applicable federal and state laws.

---

**From:** Jesse Flores <[jessef@hciconnects.com](mailto:jessef@hciconnects.com)>  
**Sent:** Tuesday, April 19, 2022 2:32 PM  
**To:** Gifford, David <[GiffordD@laportetx.gov](mailto:GiffordD@laportetx.gov)>  
**Cc:** Jason LaBrose <[jasonl@hciconnects.com](mailto:jasonl@hciconnects.com)>; Joseph Ferrara <[josephf@hciconnects.com](mailto:josephf@hciconnects.com)>  
**Subject:** HCI R7 - Approval

David,

I have received approval to reserve the radios on May 5th for the (75) R7's and wireless mics. And based on the results of the city council meeting on May 9th, we can cancel or keep the order in place with Motorola without any penalty on you or us, from Motorola.

Please let me know if you need anything further from me so we can take advantage of the pricing before cost increases.

Thank you!

**Make It a Great day!**

Jesse Flores  
Sales Consultant  
ph 281-491-1616  
cell 713-834-2966  
fax 281-491-1727

toll 866-406-7866

[www.hciconnects.com](http://www.hciconnects.com)



"Nobody does it better. Nobody can replace us. We are HCI."

-Duane Johnson, Founder

# Required Document for Cooperative Contract Quote to City of La Porte

Vendor Name: (please state same as awarded coop contract): Houston Communications INC

Cooperative Contract Number: 211101

Cooperative Name : TIPS

Vendor Quote Number: QUO222896

Quote Prepared by (printed name) Jessa Flores

Signature of Preparer

Quote Requested By: Asst. Chief David Gifford

By signing this form, I affirm that the price(s) is/are true and correct and in accordance with the cooperative contract terms. I further certify the cooperative contract referenced on this quote is active and that all items quoted are contained on the cooperative contract and were awarded as proposed (e.g., awarded proposal/contract line item or other identifier to locate on proposal/contract).

Item Description	QTY	Contract Line Item	List Price	Contract Per Cent Discount	Discount Amount	Net Price
Motorola R7 VHF Enabled Version	75	3	\$128,700	24%	-\$30,888	\$97,812.
Option: QA08151 - WM500 Op Critical Wireless RSM Acc.	75	4	\$13,809	19%	-\$2,623.71	\$11,185.29
STDMA0771 Standard 5 Yr. SMA & Software	75	5	\$0.00	0%	0.00	0.00
Programming (Included at no additional cost)	75	6	\$0.00	0%	0.00	0.00
Engraving of Radio (Radio ID) Limited to Alpha / Numeric	75	7	\$0.00	0%	0.00	0.00
MOTOROLA WILL BE INCREASING COST BY 10% MAY 9TH 2022						
QUOTE IS VALID UNTIL MAY 5TH, 2022						

QUOTE IS VALID UNTIL MAY 5TH, 2022						
MOTOROLA WILL BE INCREASING COST BY 10% MAY 9TH 2022						
			<b>TOTAL</b>		<b>\$108,997.29</b>	

City of La Porte Purchasing Office  
604 W. Fairmont Pkwy  
La Porte, TX 77571  
[purchasing@laportetx.gov](mailto:purchasing@laportetx.gov)





# MOTOTRBO R7

## PORTABLE TWO-WAY RADIOS

MOTOTRBO™ R7 is a digital portable two-way radio that offers game-changing audio capabilities in a rugged, future-ready device. Its advanced audio processing ensures that your communications are loud and clear, while its rugged construction is ready for harsh environments, and advanced connectivity options get your workforce ready for tomorrow.



### KEY FEATURES

- UHF/VHF
- Wi-Fi 2.4/5.0 GHz
- WPA3 Wi-Fi security protocol compliant
- Bluetooth 5.2
- 2.4" 320 x 240 px. QVGA display
- Modern, intuitive user experience
- Full suite of accessories
- Sleek and ergonomic form factor
- Automatic Acoustic Feedback Suppression
- Adaptive Dual Microphone Noise Suppression
- Intelligent Audio
- IMPRES™ technology
- Programmable loudness up 107 phons
- Wideband speaker and microphones
- Simple audio configuration
- Up to 28 hours of battery life<sup>1</sup>
- IP68 (waterproof up to 2 meters for 2 hours)
- IP66 (concentrated water jet pressure)
- Intrinsically safe option (UL TIA-4950)
- Disinfectant and decontamination substance resistant housing<sup>2</sup>
- Robust and corrosion-proof side connector
- Rugged to MIL-STD 810
- 5 years of hardware repair, technical support, software updates and premium features

<sup>1</sup> Typical battery life, 5/5/90 profile at maximum transmitter power with GNSS, Bluetooth, Wi-Fi and Option Board applications disabled. Actual observed runtimes may vary.

<sup>2</sup> Please refer to the MOTOTRBO R7 user manual for a list of approved disinfectants and decontamination substances.



# SPECIFICATIONS

GENERAL SPECIFICATIONS				
FULL KEYPAD MODEL (FKP)			NO KEYPAD MODEL (NKP)	
Band	UHF	VHF	UHF	VHF
Frequency	400-527 MHz	136-174 MHz	400-527 MHz	136-174 MHz
High Power Output	4 W	5 W	4 W	5 W
Low Power Output	1 W			
Channel Spacing	12.5 kHz, 25 kHz¹			
Channel Capacity	1000 Channels		64 Channels	
Display	2.4" 320 x 240 px. QVGA display, with up to 10 lines of text		N/A	
FCC Description	AZ489FT7143	AZ489FT7144	AZ489FT7143	AZ489FT7144
IC Description	109U-89FT7143	109U-89FT7144	109U-89FT7143	109U-89FT7144
Power Supply (Nominal)	7.5 V			
MOTOTRBO R7 with 2200 mAh Slim IMPRES Li-Ion battery (PMNN4807)				
Dimensions (H x W x D)	5.2 x 2.2 x 1.4 in. (131.8 x 56 x 34.7 mm)		5.2 x 2.2 x 1.2 in. (131.8 x 56 x 31.3 mm)	
Weight²	11 oz (316 g)		10 oz (289 g)	
Digital / Analog Battery Life³	19 / 14.5 hrs	20 / 15 hrs	19 / 14.5 hrs	20 / 15 hrs
Operating Temperature	-4 °F to 140 °F (-20 °C to 60 °C)			
MOTOTRBO R7 with 2850 mAh IMPRES Li-Ion battery (PMNN4809)				
Dimensions (H x W x D)	5.2 x 2.2 x 1.4 in. (131.8 x 56 x 34.7 mm)		5.2 x 2.2 x 1.2 in. (131.8 x 56 x 31.3 mm)	
Weight²	12 oz (333 g)		11 oz (306 g)	
Digital / Analog Battery Life³	25 / 19 hrs	26 / 19.5 hrs	25 / 19 hrs	26 / 19.5 hrs
Operating Temperature	-4 °F to 140 °F (-20 °C to 60 °C)			
MOTOTRBO R7 with 3200 mAh HazLoc IMPRES Li-Ion battery (PMNN4810)				
Dimensions (H x W x D)	5.2 x 2.2 x 1.6 in. (131.8 x 56 x 40.7 mm)		5.2 x 2.2 x 1.5 in. (131.8 x 56 x 37.3 mm)	
Weight²	13 oz (366 g)		12 oz (339 g)	
Digital / Analog Battery Life³	28 / 21.5 hrs	29 / 22 hrs	28 / 21.5 hrs	29 / 22 hrs
Operating Temperature	-4 °F to 140 °F (-20 °C to 60 °C)			

<sup>1</sup> 25 kHz channels not available in USA.

<sup>2</sup> Radio weight information is exclusive of General Option Board and antenna.

<sup>3</sup> Typical battery life, 5/5/90 profile at maximum transmitter power with GNSS, Bluetooth, Wi-Fi and Option Board applications disabled. Actual observed runtimes may vary.

Specifications are subject to change without notice. All specifications shown are typical values.

# SPECIFICATIONS

## TRANSMITTER SPECIFICATIONS

Channel Spacing	12.5 kHz, 25 kHz <sup>1</sup>
4FSK Digital Modulation	<ul style="list-style-type: none"><li>• 12.5 kHz Data Only: 7K60F1D &amp; 7K60FXD</li><li>• 12.5 kHz Data &amp; Voice: 7K60F1E &amp; 7K60FXE</li><li>• Combination of 12.5 kHz Voice and Data: 7K60F1W</li></ul>
Digital Protocol	<ul style="list-style-type: none"><li>• ETSI TS 102 361-1, -2, -3, -4</li><li>• DMR Tier II, III</li></ul>
Conducted/Radiated Emissions (TIA603D)	<ul style="list-style-type: none"><li>• -36 dBm &lt; 1 GHz</li><li>• -30 dBm &gt; 1 GHz</li></ul>
Adjacent Channel Power	<ul style="list-style-type: none"><li>• 60 dB @ 12.5 kHz</li><li>• 70 dB @ 25 kHz<sup>1</sup></li></ul>
Frequency Stability	+/-0.5 ppm

## RECEIVER SPECIFICATIONS

Analog Sensitivity (12dB SINAD)	0.16 µV (typical)
Digital Sensitivity (5% BER)	0.14 µV (typical)
Intermodulation (TIA603D)	70 dB
Adjacent Channel Selectivity, (TIA603A)-1T	<ul style="list-style-type: none"><li>• 60 dB @ 12.5 kHz</li><li>• 70 dB @ 25 kHz<sup>1</sup></li></ul>
Adjacent Channel Selectivity, (TIA603D)-2T	<ul style="list-style-type: none"><li>• 45 dB @ 12.5 kHz</li><li>• 70 dB @ 25 kHz<sup>1</sup></li></ul>
Spurious Rejection (TIA603D)	70 dB

## GNSS SPECIFICATIONS

Constellation Support	GPS, GLONASS, BEIDOU, GALILEO
Time To First Fix, Cold Start	≤ 60 seconds
Time To First Fix, Hot Start	≤ 10 seconds
Horizontal Accuracy	< 5 meters

## WI-FI SPECIFICATIONS

Frequency Range	2.4 GHz, 5 GHz
Standards Supported	Wi-Fi 5 / IEEE 802.11a/b/g/n/ac
Security Protocol Supported	WPA-3, WPA-2
Maximum Number of SSIDs	128 (64 for NKP Models)

## HAZLOC CERTIFICATION

ANSI/TIA 4950 and CAN/CSA C22.2 No. 157-92 as intrinsically safe for use in Class I, II, III, Division 1, Groups C, D, E, F, G, Division 2, Groups A, B, C, D

## SERVICE COVERAGE

Included: Hardware repair, technical support, software updates and premium features (5 years)  
Optional: Accidental damage (5 years)

## BLUETOOTH SPECIFICATIONS

Version	5.2
Range	Class 2, 33 ft (10 m)
Supported Profiles	Bluetooth Headset Profile (HSP), Serial Port Profile (SPP), Personal Area Network (PAN), Generic Attributes (GATT), In-door location (Bluetooth LE Passive Scanning)
Simultaneous Connections	1 audio accessory and up to 4 data devices

## AUDIO SPECIFICATIONS

Digital Vocoder Type	AMBE+2
Audio Response (TIA603D)	+1, -3 dB
Audio Output Power (Rated/Max)	1 W / 3 W
Audio Distortion at Rated Audio	≤ 1.5%
Maximum Speech Loudness by Default (ISO5326)	102 phon @ 30 cm
Maximum Programmable Speech Loudness (Extra Loud Mode, Level 3)	107 phon @ 30cm
Hum and Noise	<ul style="list-style-type: none"><li>• -40 dB @ 12.5 kHz</li><li>• -45 dB @ 25 kHz<sup>1</sup></li></ul>
Conducted Spurious Emissions (TIA603D)	-57 dBm

## ENVIRONMENTAL SPECIFICATIONS

Operating Temperature <sup>2</sup>	-22 °F to 140 °F (-30 °C to 60 °C)
Storage Temperature	-40 °F to 185 °F (-40 °C to 85 °C)
Thermal Shock	Per MIL-STD
Humidity	Per MIL-STD
Electrostatic Discharge	IEC 61000-4-2 Level 4
Dust and Water Intrusion	IP68 (Submersion up to 2m, 2hrs) IP66 for high pressure-water resistance per IEC 60529
Salt Fog	5% NaCl for 8 hrs at 35 °C, 16 hrs standing
Packaging Test	MIL-STD 810D and E

MILITARY STANDARDS (MIL-STD 810)												
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G		MIL-STD 810H	
	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.6	II	500.6	II
High Temp	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.6	I/A1, II/A1	501.7	I/A1, II/A1
Low Temp	502.1	I	502.2	I, II	502.3	I, II	502.4	I, II	502.6	I, II	502.7	I, II
Temp Shock	503.1	I	503.2	A1/C3	503.3	A1/C3	503.4	I	503.6	I-C	503.7	I-C
Solar Radiation	505.1	II	505.2	I/A1	505.3	I/A1	505.4	I/A1	505.6	I/A1	505.7	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.6	I, III	506.6	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.6	II/Aggravated	507.6	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.6	-	509.7	-
Blowing Dust & Sand	510.1	I / -	510.2	I, II	510.3	I, II	510.4	I, II	510.6	I, II	510.7	I, II
Vibration	514.2	VIII/CatF, XI	514.3	I/Cat10, II/Cat3	514.4	I/Cat10, II/Cat3	514.5	I/Cat24, II/Cat5	514.7	I/Cat24, II/Cat5	514.8	I/Cat24, II/Cat5
Shock	516.2	I, II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.7	I, IV	516.8	I, IV
Contamination by Fluids <sup>3</sup>									504.2	II	504.3	2.2.6 b

<sup>1</sup> 25 kHz channels not available in USA.  
<sup>2</sup> Radio only. Battery requires -20 °C minimal operating temperature.  
Specifications are subject to change without notice. All specifications shown are typical values.

# FEATURE COMPATIBILITY

	R7 FKP	R7 NKP
<b>GENERAL</b>		
UHF Band 4 W, VHF Band 5 W	•	•
Full Keypad	•	—
Color Screen	•	—
Analog and Digital	•	•
Voice and Data	•	•
Integrated Wi-Fi	○	○
Canned Text Messaging	•	•
Freeform Text Messaging	•	—
Text to Speech	○	○
Work Order Ticketing	•	—
Indoor Location Tracking	○	○
Event-Driven Location Update	○	○
Outdoor Location Tracking	○	○
Bluetooth Audio	○	○
Bluetooth Data	○	○
Voice Announcement	•	•
Home Channel Reminder	•	•
Option Board	○	○
Late Entry	•	•
Priority Scan	•	•
Real-Time Clock	•	•
Audio Recording/Playback	○	○
Secure Linux Operating System	•	•
M-Radio Control App	○	○
<b>AUDIO</b>		
Intelligent Audio in Analog and Digital	•	•
IMPRES Audio	•	•
Automatic Acoustic Feedback Suppressor	•	•
Microphone Distortion Control	•	•
User-Selectable Audio Profile	•	•
Trill Enhancement	•	•
Advanced Dual Microphone Noise Suppression <sup>1</sup>	•	•
Single Microphone Noise Cancellation	—	—
<b>SYSTEMS</b>		
Dual Capacity Direct Mode	•	•
Conventional	•	•
IP Site Connect	•	•
Capacity Plus Single/Multi Site	○	○
Capacity Max	○	○

	R7 FKP	R7 NKP
<b>MANAGEMENT</b>		
CPS 2.0 and Radio Management	•	•
Over-the-Air Programming	•	•
Over-the-Air Software Update	•	•
IMPRES Energy	○	○
IMPRES Battery Management	○	○
Over-the-Air Battery Management	○	○
<b>SAFETY</b>		
Sensor Integration	○	○
Integrated Accelerometer	•	•
Man Down / Fall Alert	○	○
Lone Worker	•	•
Basic Privacy	•	•
Enhanced Privacy	○	○
Transmit Interrupt	○	○
Digital Emergency	•	•
Emergency Search Tone	•	•
Remote Monitor	•	•
Radio Disable / Enable	•	•
IP68 (waterproof up to 2 meters for 2 hours)	•	•
IP66 (concentrated water jet pressure)	•	•
Rugged to MIL-STD 810	•	•
Secure Processor	•	•
Digital Certificates	•	•
<b>CUSTOMIZATION</b>		
GCAI-Mini Accessory Port	•	•
6 Programmable Buttons	•	—
4 Programmable Buttons	—	•
Day/Night Screen Mode	•	—
Action List	•	—
Emergency Button	•	•
Label Recess	•	•
Option Board	○	○

- Included
  - Optional
  - Not Included
- <sup>1</sup> Noise suppression method differs between accessories.

Specifications are subject to change without notice. All specifications shown are typical values.

For more information, please visit  
[motorolasolutions.com/R7](https://motorolasolutions.com/R7)



MOTOTRBO  
R7

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](https://motorolasolutions.com)

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# Required Document for Cooperative Contract Quote to City of La Porte

Vendor Name: (please state same as awarded coop contract): Houston Communications INC

Cooperative Contract Number: 211101

Cooperative Name : TIPS

Vendor Quote Number: QUO222896

Quote Prepared by (printed name) Jessa Flores

Signature of Preparer

Quote Requested By: Asst. Chief David Gifford

By signing this form, I affirm that the price(s) is/are true and correct and in accordance with the cooperative contract terms. I further certify the cooperative contract referenced on this quote is active and that all items quoted are contained on the cooperative contract and were awarded as proposed (e.g., awarded proposal/contract line item or other identifier to locate on proposal/contract).

Item Description	QTY	Contract Line Item	List Price	Contract Per Cent Discount	Discount Amount	Net Price
Motorola R7 VHF Enabled Version	75	3	\$128,700	24%	-\$30,888	\$97,812.
Option: QA08151 - WM500 Op Critical Wireless RSM Acc.	75	4	\$13,809	19%	-\$2,623.71	\$11,185.29
STDMA0771 Standard 5 Yr. SMA & Software	75	5	\$0.00	0%	0.00	0.00
Programming (Included at no additional cost)	75	6	\$0.00	0%	0.00	0.00
Engraving of Radio (Radio ID) Limited to Alpha / Numeric	75	7	\$0.00	0%	0.00	0.00
MOTOROLA WILL BE INCREASING COST BY 10% MAY 9TH 2022						
QUOTE IS VALID UNTIL MAY 5TH, 2022						

QUOTE IS VALID UNTIL MAY 5TH, 2022						
MOTOROLA WILL BE INCREASING COST BY 10% MAY 9TH 2022						
			<b>TOTAL</b>		<b>\$108,997.29</b>	

City of La Porte Purchasing Office  
604 W. Fairmont Pkwy  
La Porte, TX 77571  
[purchasing@laportetx.gov](mailto:purchasing@laportetx.gov)



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 9, 2022

Requested By: Steve Deardorff, Chief

Department: Police

☐ Report ☒ Resolution ☐ Ordinance

**Exhibits:** Resolution 2022-11 - STEP Operation Slow Down Grant and Texas Traffic Safety Program Grant Agreement

### Appropriation

Source of Funds:	<u>032 - Grant Fund</u>
	<u>001-5253-521-XXXX</u>
Account Number:	<u>032-5253-521-1020</u>
	<u>\$1,691.64</u>
Amount Budgeted:	<u>\$5,981.75</u>
Amount Requested:	<u>\$7,673.39</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

### SUMMARY & RECOMMENDATION

The La Porte Police Department is making initial application for the TXDOT S.T.E.P. (Selective Traffic Enforcement Program) Operation Slow Down grant concerning overtime reimbursement for the fiscal year 2021-2022, marking the first year for which the Department has applied for this grant. The grant is limited to speed violations. 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 \$5,981.75, with matching contributions from the City of \$1,691.64. Although the grant pays only overtime, as with similar grants, the Police Department will continue to meet the match through administrative costs and employee benefits.

Staff recommends City Council adopt Resolution 2022-11 to move forward with the TXDOT Operation Slow Down grant.

### ACTION REQUIRED BY CITY COUNCIL

**Adopt Resolution 2022-11, authorizing the City Manager to sign the STEP "Operation Slow Down" grant award and other documents for the TXDOT STEP "Operation Slow Down" Grant Award.**

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

## **RESOLUTION NO. 2022-11**

**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 STATE TRAFFIC ENFORCEMENT PROGRAM (STEP) “OPERATION SLOW DOWN GRANT”, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTION, FOR THE FISCAL YEAR 2022**

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

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

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

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

**WHEREAS**, failure to obey traffic laws, traffic control signals at intersections, and impaired driving, causes many traffic crashes; and

**WHEREAS**, the National Highway Traffic Safety Administration statistics have shown that reducing speed limit and stopping traffic law violators prevents crashes, saves lives and reduces non-fatal injuries while resulting in economic savings to society; and

**WHEREAS**, the “Operation Slow Down” STEP Grant includes public education and intensified law enforcement to get the community to comply with speed limits.

**NOW THEREFORE, BE IT RESOLVED** that the City of La Porte authorizes the City Manager to execute all documents for the “Operation Slow Down” STEP Grant for June 7<sup>th</sup> 2022, through June 21<sup>st</sup> 2022; 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 “Operation Slow Down” Grant, through the Texas Department of Transportation, for the Fiscal Year 2022.

**Section 2.** All ordinances 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 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 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 resolution shall be in effect from and after its passage and approval.

**PASSED AND APPROVED this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**CITY OF LA PORTE, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2022**

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

**Legal Name:** City of La Porte

**Payee Identification Number:** 17460015526006

**Project Title:**

**ID:** 2022-LaPorte-OpSlow-00013

**Period:** 06/04/2022 to 06/24/2022

**GENERAL INFORMATION**

**Project Title :** STEP - Operation Slowdown

**Project Description :** To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes and public information and education effort during the Enforcement period.

**Including this year, how many years has your organization received funding for this project?**

**This will be our first 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
City	La Porte
State	Texas
Zip Code	77571-3185
Phone Number	2814715020 (xxx-xxx-xxxx)
Fax Number	(xxx-xxx-xxxx)
E-mail address	alexanderc@laportetx.gov

### **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/1131937\\_341462-SAM.govUEI.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/1131937_341462-SAM.govUEI.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 2022.

Begin Date : 10/1/2021    End Date : 9/30/2022

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/1131937\\_341463-PolicywithCoverSheet.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/1131937_341463-PolicywithCoverSheet.pdf)

City of La Porte Police Department  
STEP - OpSlow- 2022

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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

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(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:

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- 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.

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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

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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

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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.

**COUNTY SERVED**

Select a County: 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 AND STRATEGIES**

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.

X I agree 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 during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

#### **Pre-Media Efforts Before Enforcement period**

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the traffic laws are being enforced. These activities must occur prior to enforcement activities beginning.

June 04, 2022 -  
June 06, 2022

#### **Enforcement period**

Officers working Operation: Slowdown must conduct high-visibility overtime enforcement activities focused on reducing the number of Fatal (K) and Suspected Serious Injury (A) crashes involving contributing factors commonly associated with speed. Officers should conduct grant enforcement efforts by moving at or slightly below the speed limit with traffic. While officers working STEP enforcement should focus on violations that contribute to speed-related crashes, any probable cause may be used to initiate a vehicle stop within the established enforcement zones. Officers working STEP-OpSlow should remain mobile when possible and work steadily throughout the shift to document stopping an average of 2.5 vehicles in each STEP enforcement hour.

June 07, 2022 -  
June 21, 2022

#### **Post-Media Efforts After Enforcement period**

Conduct local media events informing the public about the importance and effectiveness of maintaining a safe speed and relative distance to other vehicles when driving. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

June 22, 2022 -  
June 24, 2022

#### **Reporting Period**

June 04, 2022

City of La Porte Police Department  
STEP - OpSlow- 2022

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Agencies will submit a performance report during this time period.

June 04, 2022 -  
June 24, 2022

**Comments:**

Please mark all of your proposed zones on a single 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 40 and rounding to the nearest whole number.  
[https://www.dot.state.tx.us/apps/egrants/\\_Upload/1131982\\_341670-FY2022OpSlowZoneMap.docx](https://www.dot.state.tx.us/apps/egrants/_Upload/1131982_341670-FY2022OpSlowZoneMap.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 Operation: Slowdown enforcement grants specifically focus on reducing Fatal (K) or Suspected-Serious-Injury (A) crashes involving contributing factors commonly associated with speed. The blanks on this page represent the baseline number of speed-involved KA crashes (Speed-KA), and the KA crash targets each agency hopes to achieve through enforcement efforts associated with this grant project. 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 Speed-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The Target number of KA crashes should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Speed (Speed-KA) for subgrantee's jurisdiction	0
Target: Target: Reduce the number of Speed-related KA crashes to	0

**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**

XI agree to the below efforts with a public information and education (PI&E) program.

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

**OPERATIONAL PLAN(ENFORCEMENT ZONES)**

**Instructions :**

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an \*.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name      Zone 1

Zone              State Hwy 225 from Sens to SH 146, SH 146 south to Spencer Hwy, east to  
Description      Broadway, south to Fairmont, west to Bay Area, north back to State Hwy 225; 3.34  
                         square miles

Zone Hours      24/7

Zone Detail Map      [https://www.dot.state.tx.us/apps/egrants/\\_Upload/1132613\\_341678-](https://www.dot.state.tx.us/apps/egrants/_Upload/1132613_341678-)  
                         Zone1SlowDown.docx

Additional  
Documentation

**OPERATIONAL PLAN(ENFORCEMENT ZONES)**

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- Please complete this page, then click the Save button. Required fields are marked with an \*.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 2
Zone Description	Underwood Rd from E Thirteenth St to Spencer Hwy, west to Canada to Fairmont. 4 Linear Miles
Zone Hours	24/7
Zone Detail Map	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/1132614_341678-">https://www.dot.state.tx.us/apps/egrants/_Upload/1132614_341678-</a> Zone2SlowDown.docx
Additional Documentation	

**OPERATIONAL PLAN(ENFORCEMENT ZONES)**

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- Please complete this page, then click the Save button. Required fields are marked with an \*.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 3
Zone Description	Spencer Hwy from Myrtle Creek Dr. to Winburn Tide Ln; 1.66 linear miles
Zone Hours	24/7
Zone Detail Map	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/1132617_341678-Zone3SlowDown.docx">https://www.dot.state.tx.us/apps/egrants/_Upload/1132617_341678-Zone3SlowDown.docx</a>
Additional Documentation	



**AGENCY INFORMATION**

Agency Contacts

- |  |                     |
|--|---------------------|
| 1. Who is your department's Chief/Sheriff/Constable?   | Steve Deardorff     |
| 2. How many years has that person held that position at this agency?                             | 3                   |
| 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?         | 19.9  |
| 2. What is the latest estimated population of your service area?               | 35246 |
| 3. How many sworn officer positions is your agency authorized?                 | 81    |
| 4. How many of those positions are currently filled?                           | 77    |
| 5. How many total calls for service did your agency log in the past 12 months? | 4419  |
| 6. How many total crashes did your agency respond to in the past 12 months?    | 823   |
| 7. How many total vehicle stops did your agency make in the past 12 months?    | 7004  |

City of La Porte Police Department  
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1. How many total vehicle stops did your agency make in the past 12 months? 7084

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)? Yes
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? No
9. Are there any officially designated bicycle routes in your service area? Yes

**SALARIES AND FRINGE BENEFITS**

Law Enforcement Hours: 103																									
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 %																		
<b>A. Enforcement</b>																									
Officers/Deputies	72		\$53.200	\$3,830.40		\$3,830.40	28.28%																		
Sergeants	21		\$64.350	\$1,351.35		\$1,351.35	28.28%																		
Lieutenants/Over.	10		\$90.000	\$900.00		\$900.00	28.28%																		
<b>B. PI&amp;E Activities</b>																									
PI&E Activities:			\$0		\$0		%																		
<b>C. Administrative Duties</b>																									
			\$0				%																		
			\$0				%																		
			\$0				%																		
			\$0				%																		
			\$0				%																		
			\$0				%																		
<b>Total:</b>				\$5,931.75	\$0	\$5,931.75	\$1,691.64																		
<table border="1"> <thead> <tr> <th>Category</th> <th>TxDOT</th> <th>%</th> <th>Match</th> <th>%</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Salaries:</td> <td>\$5,931.75</td> <td>100.00%</td> <td>\$0</td> <td>0.00%</td> <td>\$5,931.75</td> </tr> <tr> <td>Fringe Benefits:</td> <td>\$0</td> <td>0.00%</td> <td>\$1,691.64</td> <td>100.00%</td> <td>\$1,691.64</td> </tr> </tbody> </table>								Category	TxDOT	%	Match	%	Total	Salaries:	\$5,931.75	100.00%	\$0	0.00%	\$5,931.75	Fringe Benefits:	\$0	0.00%	\$1,691.64	100.00%	\$1,691.64
Category	TxDOT	%	Match	%	Total																				
Salaries:	\$5,931.75	100.00%	\$0	0.00%	\$5,931.75																				
Fringe Benefits:	\$0	0.00%	\$1,691.64	100.00%	\$1,691.64																				
<b>Breakdown of Fringe Percentages:</b> Fringe 2022 CMI Service FICA 7.65% TMRS 16.28% WComp 4.35% Total 28.28%																									

City of La Porte Police Department  
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**Budget Summary**

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries	\$5,981.75	\$0	\$5,981.75
(200)	Fringe Benefits	\$0	\$1,691.64	\$1,691.64
	Category I Sub-Total	\$5,981.75	\$1,691.64	
<b>Category II - Other Direct Costs</b>				
(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		\$5,981.75	\$1,691.64	\$7,673.39
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate	\$0	\$0	\$0
<b>Summary</b>				
	Total Labor Costs	\$5,981.75	\$1,691.64	\$7,673.39
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$5,981.75	\$1,691.64	\$7,673.39
	Fund Sources (Percent Share)	77.95%	22.05%	



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 9, 2022

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** October 11, 2021 Agenda Request, October 11, 2021 Minutes, January 10, 2022 Agenda Request, January 10, 2022 Minutes, Notification from Grapevine Dodge, Purchase Order P0220186, Vehicle Quotes from TIPS USA

### Appropriation

Source of Funds: 009-Motor Pool

Account Number: 009-5253-521-8050

Amount Budgeted: \$217,428.97

Amount Requested: \$102,755.25

Budgeted Item: ☒ Yes ☐ No

## SUMMARY & RECOMMENDATION

The La Porte City Council awarded the purchase of five (5) Dodge Chargers to Grapevine Dodge Chrysler Jeep Ram at the October 11<sup>th</sup> City Council meeting. Following the award, Equipment Services staff was notified by the dealer of unexpected inventory and production changes that would limit us to accept all-wheel drive models for all five (5) Dodge Charger replacements. Police Department staff requested to change two (2) of the Chargers to rear-wheel drive Chevrolet Tahoe PPVs. The three (3) remaining AWD Chargers remained on order. These purchasing changes were authorized by City Council on January 10, 2022.

On March 1, 2022, Grapevine Dodge Chrysler Jeep Ram notified the Fleet Superintendent that the order for the three (3) remaining Dodge Chargers was subjected to a factory cancellation and the vendor could not supply the vehicles.

Police Department staff worked diligently contacting major suppliers in Southeast Texas and was successful in locating three (3) replacement vehicles for patrol through the cooperative purchasing group, TIPS USA.

VENDOR	BUDGET ITEM	BID
Lake Country Chevrolet	2 ea. Chevrolet Tahoe PPV	\$73,558.50
Donalson Chrysler Dodge Jeep Ram	1 ea. Dodge Charger	\$29,196.75
	TOTAL	<b>\$102,755.25</b>

**Benefits:**

- Vehicle meets the needs of the department.
- The vehicles are in-stock.

**Liabilities:**

- The existing stock for Police Patrol vehicles is in short supply.

**Miscellaneous:**

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

Staff recommends the purchase of two (2), in-stock Chevrolet Tahoes from Lake Country Chevrolet and one (1) in-stock Dodge Charger from Donalson Chrysler Dodge Jeep Ram, under contract 210907 through cooperative purchasing program TIPS USA.

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**ACTION REQUIRED BY CITY COUNCIL**

**Authorize the purchase of (2) two Chevrolet Tahoe PPVs to Lake Country Chevrolet in the amount of \$73,558.50 and one (1) Dodge Charger PPV to Donalson Chrysler Dodge Jeep Ram in the amount of \$29,196.75 under contract 210907 through cooperative purchasing program TIPS USA.**

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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



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>October 11, 2021</u>	
Requested By: <u>Ray Mayo, Director</u>	
Department: <u>Public Works</u>	
<input checked="" type="checkbox"/> Report	<input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance

Exhibits: Vehicle and Equipment Quotes

Appropriation	
Source of Funds:	<u>Various 009</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>\$1,248,810.00</u>
Amount Requested:	<u>\$1,026,741.97</u>
Budgeted Item:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SUMMARY & RECOMMENDATION

Quotes were received through the Texas BuyBoard and GSA Cooperative Purchasing Programs for vehicles, equipment and upfitting eligible for replacement in the FY 2021–22 Vehicle Replacement Program. This is the first round of FY 2021-22 equipment replacement purchase approvals.

There will be a replacement with the same type vehicle for five (5) full-size sedans, one ambulance and one six-yard dump truck. There are five (5) same-type replacements for Golf Course equipment and four (4) same-type equipment replacements for the Street Department. There is one zero-turn mower for Airport Maintenance and one Utility Vehicle with ambulance module to become additions to the fleet.

VENDOR	BUDGET ITEM	BUDGETED	BID	USER
Grapevine Dodge Chrysler Jeep Ram	(5) Dodge Chargers	\$244,179	\$145,730.00	PD Patrol
Doggett Heavy Machinery	(1) 650K John Deere Dozer	\$112,974	\$119,800.00	Streets
Mac Haik Dodge Chrysler Jeep	(1) Dodge 4500 w/ Frazer ambulance module	\$278,755	\$251,978.00	EMS
Doggett Heavy Machinery	(1) Dyna Pack Asphalt Roller	\$54,819	\$54,000.00	Streets
WC Tractors	(1) New Holland TS6 Tractor w/28 ft. boom	\$174,147	\$117,356.60	Streets

VENDOR	BUDGET ITEM	BUDGETED	BID	USER
Wowco	68 HP Kubota Skidsteer w/ bucket	\$47,874	\$45,637.93	Streets
Rush Truck Center	Hino 6-Yard Dump Truck	\$112,907	\$91,612.00	Utilities
Wowco	(2) Kubota Zero-turn mowers	\$26,831	\$27,906.44	Golf / Airport
Brookside Equipment	(1) John Deere 7700A Fairway mower	\$62,160	\$52,047.56	Golf
Brookside Equipment	(1) John Deere 2550 Precision cut mower	\$36,524	\$30,983.10	Golf
Brookside Equipment	(2) John Deere Utility Tractors	\$44,624	\$36,674.37	Golf
UVC Powersports	(1) Kawasaki Utility Vehicle w/ Custom Medical Bed Enclosure	\$53,016	\$53,015.97	EMS
<b>Totals</b>		<b>\$1,248,810.00</b>	<b>\$1,026,741.97</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, with the exception of one zero-turn mower and one utility vehicle with ambulance module.
- b) The budgeted amount listed in the table for the replacement vehicles represents the total funds deposited by each department through FY 2020-21 in the form of lease fees paid by the department over the lease term designated for each vehicle. The funds for zero-turn mower were approved in the FY 2021-22 budget.
- c) The amounts listed in the table for vehicles/equipment are the funding amounts approved by City Council for the FY 2021-22 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 upfitting equipment. (e.g. light bar, trailer hitch, patrol unit upfitting).



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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**ACTION REQUIRED BY CITY COUNCIL**

**Approval or other action awarding the following purchases:**

1. Five (5) Dodge Chargers to Grapevine Dodge Chrysler Jeep Ram for \$145,730.00;
2. One (1) John Deere Dozer to Doggett Heavy Equipment for \$119,800.00;
3. One (1) Dodge Ram 4500 with Frazer ambulance module to Mac Haik Dodge Chrysler Jeep for \$251,978.00;
4. One (1) Dyna-Pack Asphalt Roller to Doggett Heavy Machinery for \$54,000.00;
5. One (1) New Holland Slope Mower to WC Tractors for \$117,356.60;
6. One (1) Kubota Skid Steer to Wowco Equipment for \$45,697.93;
7. One (1) Six Yard Dump truck to Rush Truck Center for \$91,612.00;
8. Two (2) Kubota zero-turn mowers to Wowco Equipment for \$27,906.44;
9. One (1) John Deere Fairway Mower to Brookside Equipment for \$52,047.56;
10. One (1) John Deere Precision Cut Mower to Brookside Equipment for \$30,983.10;
11. Two (2) John Deere Utility Tractors to Brookside Equipment for \$36,674.37;  
and
12. One (1) Kawasaki Utility Vehicle with Ambulance module to UVC Powers ports for \$53,015.97

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



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

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF LA PORTE  
OCTOBER 11, 2021**

The City Council of the City of La Porte met in a regular meeting on Monday, October 11, 2021, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

**Councilpersons present:** Louis Rigby, Brandon Lunsford, Brent McCaulley, Mandi Williams, Chuck Engelken, Bill Bentley, Thomas Garza, Jay Martin, Robbie McLarrin  
**Councilpersons attending remotely:** None  
**Councilpersons absent:** None  
**Council-appointed officers present:** Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, Assistant City Attorney

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

2. **INVOCATION** – The invocation was given by Clark Askins, Assistant City Attorney and pledges were led by Councilperson Brandon Lunsford.
3. **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.)*

Terry Matthews spoke about responsible flood plain development. Barbara Norwine thanked Councilpersons who voted against the duplexes on Main Street.

4. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
  - a. Approve the minutes of the regular City Council meeting held on September 27, 2021. [Louis R. Rigby, Mayor]
  - b. Approve or deny Ordinance 2021-3840 regarding amendments to Chapter 98 - "Mobile Homes and Mobile Home Parks" of the City of La Porte Code of Ordinances to allow for placement of recreational vehicles in mobile home/manufactured home parks. [Teresa Evans, Director of Planning and Development]
  - c. Approve Ordinance 2021-3849 regarding amendments to Chapter 94 - "Floods" of the City of La Porte Code of Ordinances to comply with the new Class 8 prerequisite of the National Flood Insurance Program (NFIP) Community Rating System (CRS). [Teresa Evans, Director of Planning and Development]
  - d. Authorize Ordinance 2021-3824 allowing the City Manager to execute a professional services agreement with Halff Associates, Inc., to provide design and construction phases services in connection with development of a 100 acre-foot detention pond project, in accordance with amended interlocal agreement with the City of Pasadena. [Ray Mayo, Director of Public Works]

- e. Authorize the City Manager to execute an interlocal agreement with Harris County to receive Harris County partnership funds for the Bayside Terrace Subdivision Drainage Improvements Project. [Ray Mayo, Director of Public Works]
- f. Award the purchases of vehicles and equipment approved for replacement and additions to the city vehicle and equipment fleet in the City of La Porte FY 2021-22 Budget through Texas Buy Board and GSA Cooperative Purchasing Programs, with an authorization of \$1,026,741.97 [Ray Mayo, Director of Public Works]
- g. Adopt Resolution 2021-59, approving a nomination for Mike Sullivan as the Harris County Appraisal District (HCAD) board member representing cities other than the City of Houston. [Louis R. Rigby, Mayor]

Mayor Rigby noted item d authorized a professional services agreement; the referenced ordinance was adopted earlier in the year. City Manager Alexander noted items d. and e. went before the Drainage and Flooding Committee this evening and were recommended for approval. Mayor Rigby noted the BuyBoard agreement for WC Tractors was not for the location referenced, so the total to be considered was \$909,385.37. Councilperson Garza pulled item b. Councilperson Engelken moved to adopt the consent agenda, less item b., and with the amendment to the amount in item f.; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

Councilperson Garza moved to adopt Ordinance 2021-3840 regarding amendments to Chapter 98 - "Mobile Homes and Mobile Home Parks" of the City of La Porte Code of Ordinances to allow for placement of recreational vehicles in mobile home/manufactured home parks; the motion was seconded by Mayor Pro Tem Martin; the motion was adopted, 9-0.

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

- a. Conduct Public Hearing and receive public input on LSP Partners, L.P.'s application to the Texas Department of Housing and Community Affairs for 2022-2023 Housing Tax Credits for Seville Apartments located at 3701 Luella Blvd., La Porte, Texas. [Corby Alexander, City Manager]

Mayor Rigby opened the public hearing at 6:20 p.m. Johnathan Campbell of the Southeast Texas. Housing Finance Corporation provided a short presentation and introduced the investor. Mayor Rigby closed the public hearing at 6:30 p.m.

#### **6. STATUTORY AGENDA**

- a. Consider and/or approve Resolution 2021-60 of no objection to LSP Partners, LP's application to the Texas Department of Housing and Community Affairs for 2022-2023 Housing Tax Credits for Seville Apartments located at 3701 Luella Blvd., La Porte, Texas. [Corby Alexander, City Manager]

Councilperson Engelken moved to adopt Resolution 2021-60 of no objection to LSP Partners, LP's application to the Texas Department of Housing and Community Affairs for 2022-2023 Housing Tax Credits for Seville Apartments located at 3701 Luella Blvd., La Porte, Texas; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

- b. Presentation, discussion, and possible action regarding updates received from administrative staff on the La Porte Recreation and Fitness Center Renovation Project. [Lindsay French, Superintendent of Recreation]

Lindsay French, Superintendent of Recreation, provided an updated on the proposals. Councilperson McCaulley moved to approve Phase I; the motion was seconded by Councilperson Bentley; the motion was adopted, 8-1, Councilperson Garza voting against.

- c. Presentation, discussion, and possible action to elect the City of La Porte representative and alternate from the City Council to the Houston-Galveston Area Council (H-GAC) 2022 General Assembly and Board of Directors, and adopt Resolution 2021-58 in support of same. [Louis R. Rigby, Mayor]

Mayor Pro Tem Martin moved to adopt Resolution 2021-58 and reappoint Chuck Engelken as the Representative and Bill Bentley as the alternate; the motion was seconded by Councilperson McCaulley; the motion was adopted, 9-0.

- d. Presentation, discussion, and possible action to select meeting dates for regular City Council meetings in November and December 2021. [Louis R. Rigby, Mayor]

Councilperson Garza moved to keep the regular meeting schedule; the motion was not seconded and was not considered. Councilperson Engelken moved to forego holding the second meetings in November and December 2021; the motion was seconded by Councilperson Bentley.

Councilperson Garza moved to amend the motion to add that the Council forfeit half of their pay for November and December; Mayor Rigby seconded the motion; the motion was not adopted, 1-8, Councilperson Garza voting in favor.

The main motion was adopted, 8-1, Councilperson Garza voting against.

## 7. REPORTS

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

Mayor Pro Tem Martin shared that the Committee had met, received updates, recommended the adoption of items 4.d. and e., and set the next meeting for November 8.

## 8. ADMINISTRATIVE REPORTS

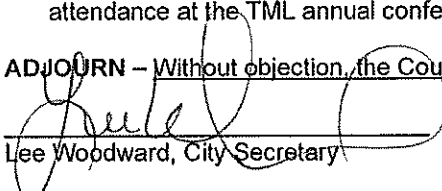
- Planning and Zoning Commission meeting, October 21
- La Porte Development Corporation Board meeting, October 25
- City Council meeting, October 25
- Zoning Board of Adjustment meeting, October 28

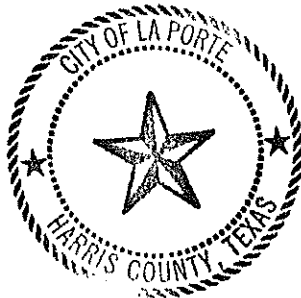
City Manager Alexander said the Council would be receiving a notice of a FEMA webinar on flood insurance rates and that he recommended they attend. He also introduced new Parks and Recreation Director Tim Miller and thanked Lindsay French for her interim work.

9. COUNCIL COMMENTS Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.

Councilpersons welcomed new Parks and Recreation Director Tim Miller and thanked Lindsay French for her interim work; commended Parks and other departmental staff for the Kids Rodeo over the weekend; suggested the City's state and federal legislators be contacted in connection to the FEMA changes; reminded all that Councilpersons could make donations to the Animal Shelter; lauded the Chamber's Family Night last week; urged fellow Councilors to reflect on Barbara Norwine's comments that she urges residents to reach out to their City Council representatives; and noted Council and staff attendance at the TML annual conference last week.

**ADJOURN** – Without objection, the Council adjourned at 7:21 p.m.

  
Lee Woodward, City Secretary





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 10, 2022

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report    ☐ Resolution    ☐ Ordinance

**Exhibits:** October 11, 2021 Agenda Request, October 11, 2021 Minutes, Notification from Grapevine Dodge, Updated Quote for V6 AWD Chargers, Quote from Lake Country Chevrolet

### Appropriation

Source of Funds: 009-Motor Pool

Account Number: 009-5253-521-8050

Amount Budgeted: 82,554.00

Amount Requested: 75,188.50

Budgeted Item:    ☒ Yes    ☐ No

## SUMMARY & RECOMMENDATION

City Council awarded the purchase of five (5) Dodge Chargers to Grapevine Dodge Chrysler Jeep Ram at the October 11<sup>th</sup> City Council meeting. Following the award, Equipment Services staff was notified by the dealer of unexpected inventory and production changes that would limit us to accept all-wheel drive models for all five (5) Dodge Charger replacements. La Porte Police Department staff was made aware of the changes and had concerns of the V6 all-wheel-drive (AWD) vehicles being utilized in an aggressive driver enforcement application. To alleviate the concerns, PD staff has requested to change two (2) of the Chargers to rear-wheel drive Chevrolet Tahoe PPVs. The three (3) remaining AWD Chargers have a price increase of \$2,262.00 each.

VENDOR	BUDGET ITEM	BUDGETED AMOUNT	BID	USER
Lake Country Chevrolet	2 ea. Chevrolet Tahoe PPV	\$82,554	\$75,188.50	PD Patrol

### Benefits:

- Vehicle meets the needs of the department.
- The PPV Tahoes are in-stock.

### Liabilities:

- The V6 all-wheel drive did not meet the required specification.

**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 2020-21 in the form of lease fees paid by the department over the lease term designated for each vehicle.
- c) The amounts listed in the table for vehicles/equipment are the funding amounts approved by Council for the FY 2021-22 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 an approval of an Interlocal Agreement with the cooperative purchasing group, TIPS USA, and this change which would reduce the previously awarded amount to Grapevine Dodge Chrysler Jeep Ram to \$94,366.00 from the previous City Council approved amount of \$145,730.00, and the purchase of two (2), in-stock Chevrolet Tahoes from Lake Country Chevrolet under cooperative purchasing contract 210907, in the amount of \$75,188.50. The result is a net increase of \$23,824 above the previously awarded amount for the (5) five vehicles.

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**ACTION REQUIRED BY CITY COUNCIL**

**Approve a reduction of \$51,364 from amount previously awarded to Grapevine Dodge Chrysler Jeep Ram and award a purchase of (2) two Chevrolet Tahoe PPVs to Lake Country Chevrolet in the amount of \$75,188.50.**

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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**

3 chargers

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



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

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF LA PORTE  
JANUARY 10, 2022**

The City Council of the City of La Porte met in a regular meeting on Monday, January 10, 2022, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

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

**Councilpersons attending remotely:** None

**Councilpersons absent:** None

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

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

2. **INVOCATION** – The invocation was given by Pastor Philip Dunn, Lighthouse Baptist Church, and pledges were led by Councilperson Mandi Williams.
3. **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.)*

Phillip Hoot offered a remark about item 4a.

**4. CONSIDERATION OF COUNCILPERSON ABSENCES**

- a. Presentation, discussion, and possible action to consider classification of absence of Councilpersons Mandi Williams and Brandon Lunsford from the December 13, 2021, City Council meeting, under the City Council Attendance Policy. [Louis R. Rigby, Mayor]

Councilperson Engelken moved to excuse the absences; the motion was seconded by Mayor Pro Tem Martin; the motion was adopted. 9-0.

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 regular City Council meeting held on December 13, 2021. [Louis R. Rigby, Mayor]
  - b. Award Bid #22004 - Pecan Fence Fabric Replacement to Aztec Remodeling & Landscaping Company in the amount of \$124,000.00 for the Pecan Park Fence Fabric Project, with a contingency amount of \$9,920.00, for a total authorization of \$133,920.00 [Tim Miller, Director of Parks and Recreation]

- c. Award Bid #22008 - Broadway Trail Lighting Project Phase II to Genrg Electrical Solutions, LLC in the amount of \$426,825.00 with a contingency amount of \$42,683.00, for a total authorization of \$469,508.00. [Tim Miller, Director of Parks and Recreation]
- d. Approval to authorize the City Manager to execute an interlocal agreement with Region 8 Education Service Center to provide cooperative purchasing services through The Interlocal Purchasing System Program. [Cherell Daeumer, Purchasing Manager]
- e. Adopt Ordinance 2022-3859 for the purpose of vacating, abandoning, and closing the eastern forty (40) feet of the North 18<sup>th</sup> St. right-of-way situated between the Tyler Street and West Madison Street rights-of-way, located in Blocks 654 and 655, Town of La Porte, and authorizing execution and delivery of a deed to adjoining landowner. [Teresa Evans, Director of Planning and Development]
- f. Award Bid #22006 - Temporary Labor Services to L.C. Personnel, d/b/a Labor Finders, at a billing rate of \$19.25 per hour and authorize the City Manager to execute a service contract. [Ray Mayo, Director of Public Works]
- g. Approve a reduction of \$51,364.00 from amount previously awarded to Grapevine Dodge-Chrysler-Jeep-Ram on October 11, 2021, and award a purchase of two Chevrolet Tahoe Police Patrol Vehicles to Lake Country Chevrolet in the amount of \$75,188.50, under cooperative purchasing contract 210907. [Ray Mayo, Director of Public Works]

Mayor Rigby signed a conflict of interest affidavit for item 5c before the meeting and did not participate in the consideration of or vote on the item. Item b was pulled by the City Manager. Councilperson Bentley moved to adopt items a and d-g; the motion was seconded by Councilperson Williams; the motion was adopted. 9-0.

Councilperson Bentley moved to Award Bid #22008 - Broadway Trail Lighting Project Phase II to Genrg Electrical Solutions, LLC in the amount of \$426,825.00 with a contingency amount of \$42,683.00, for a total authorization of \$469,508.00; the motion was seconded by Councilperson McCaulley; the motion was adopted. 8-0.

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

- a. The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2022-3860 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #21-92000004, a change from Main Street Overlay (MSO) District to Main Street (MS) District for a 0.344-acre tract of land located at the 300 Block of East Main Street and legally described as Lots 23-25 and E ½ of Lot 26, Block 196, Town of La Porte, Harris County, Texas; followed by discussion and possible action to consider adopting Ordinance 2022-3860 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #21-92000004, a change from Main Street Overlay (MSO) District to Main Street (MS) District for a 0.344-acre tract of land located at the 300 Block of East Main Street and legally described as Lots 23-25 and E ½ of Lot 26, Block 196, Town of La Porte, Harris County, Texas. [Teresa Evans, Director of Planning and Development]

Mayor Rigby opened the public hearing at 6:33 p.m. There were no public comments. Mayor Rigby closed the public hearing at 6:44 p.m.

Councilperson Garza moved to adopt Ordinance 2022-3860 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Zone Change #21-92000004, a change from Main Street Overlay (MSO) District to Main Street (MS) District for a 0.344-acre tract of land located at the 300 Block of East Main Street and legally described as Lots 23-25 and E. ½ of Lot 26, Block 196, Town of La Porte, Harris County, Texas; the motion was seconded by Councilperson Bentley; the motion was adopted. 9-0.



**7. STATUTORY AGENDA**

- a. Authorize the City Manager to execute an interlocal agreement with the Harris County Flood Control District to receive funds for the Brookglen Subdivision Drainage Improvement Project. [Ray Mayo, Director of Public Works]

Lorenzo Wingate, Assistant Director of Public Works, informed the Council that the Drainage and Flooding Committee, at their 5 p.m. meeting, had approved a recommendation to the Council to enter into the interlocal agreement. Councilperson Engelken moved to execute an interlocal agreement with the Harris County Flood Control District to receive funds for the Brookglen Subdivision Drainage Improvement Project; the motion was seconded by Mayor Pro Tem Martin; the motion was adopted, 9-0.

**8. REPORTS**

- a. Receive report of the La Porte Draining and Flooding Committee meeting. [Mayor Pro Tem Martin]

Mayor Pro Tem Martin said the Committee had discussed the status of the property at McCabe Road, received an update on the detention pond interlocal agreement with the City of Pasadena, approved a recommendation to the Council to approve an interlocal agreement with HCFCD for the Brookglen Subdivision Drainage Improvement Project, and set the next meeting for February 14, 2022.

**9. ADMINISTRATIVE REPORTS**

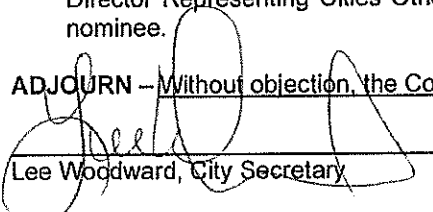
- Planning and Zoning Commission meeting, January 20, 2022
- La Porte Community Fencing Ad Hoc Committee meeting, January 24, 2022
- La Porte Development Corporation Board meeting, January 24, 2022
- City Council meeting, January 24, 2022

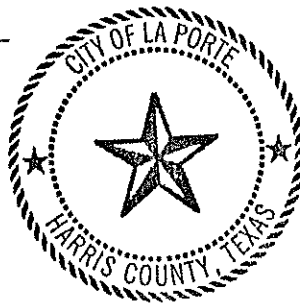
City Manager Corby Alexander said there were no reports.

- 10. COUNCIL COMMENTS** Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.

Councilpersons wished all a happy new year; thanked the Council for approving the Brookglen HCFCD interlocal agreement; expressed appreciation of pressure washing at Pecan Park; offered condolences to the family of a retired EMS employee Randy Hanks who passed away recently, noting he would be sorely missed; and announced that Mike Sullivan had again been elected to the HCAD Board as the Director Representing Cities Other Than Houston, congratulating Mr. Sullivan, who was the City's nominee.

ADJOURN – Without objection, the Council adjourned at 7:06 p.m.

  
Lee Woodward, City Secretary



**Mayo, Ray**

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**From:** D Thomas <dthomas@grapevinedcj.com>  
**Sent:** Tuesday, March 1, 2022 1:27 PM  
**To:** Poplaski, Donnie  
**Cc:** Mayo, Ray  
**Subject:** Re: 2022 Fleet ordering

Good afternoon,

I'm sorry, I'm the bearer of some bad news. I just got off the phone with my government Chrysler person and received a list of just under 200 orders that the factory was cancelling and all of your Chargers are on that list. They aren't going to clone them over to 2023s and price protect either or at least so I am being told at this time.

The only things I have to offer is a few 2021s I have on the ground, white, smoke and violet and a few white 2022s that it looks like will actually get built. Let me know if they are something you want me to show you.

Thanks,

Dennis Thomas  
Grapevine DCJ  
817-410-7541

On Wed, Nov 17, 2021 at 7:37 AM Poplaski, Donnie <[PoplaskiD@laportetx.gov](mailto:PoplaskiD@laportetx.gov)> wrote:

Good morning Dennis,

Thank you for the update. I have sent your email over to PD waiting on an answer.



**PURCHASE ORDER**  
**CITY OF LA PORTE**  
**604 WEST FAIRMONT PARKWAY**  
**LA PORTE, TX 77571**  
**Telephone (281) 470-5126**

**P.O. Number P0220186**

DATE: 01/21/2022

**VENDOR #:** V00435490

**VENDOR ADDRESS:** GRAPEVINE DODGE CHRYSLER JEEP  
2601 WILLIAM D TATE  
GRAPEVINE, TX 76051

**SHIP TO:** EQUIPMENT SERVICES  
2963 N. 23RD STREET  
LA PORTE, TX 77571

**Purchase Order number MUST appear on ALL Invoices, Packages and Correspondence**

**DELIVER BY:** 01/21/2022  
**REQUISITION #:** PR008013

**TERMS:** Visit [www.laportetx.gov](http://www.laportetx.gov) for PO Terms and Conditions  
**NOTICE:** Ask us about [www.publicpurchase.com](http://www.publicpurchase.com) for vendor registration

ITEM No.	QUANTITY/UNIT OF MEASURE	DESCRIPTION	UNIT COST	EXTENDED COST
		Co-Op Purchase		
1	3.00 / EA	2022 DODGE CHARGER AWD V6 BLACK	\$31,322.0000	\$93,966.00
2	1.00 / EA	BUYBOARD FEE	\$400.0000	\$400.00
		Buyboard 601-19 This PO Replaces P0220049		

<b>PURCHASE ORDER TOTAL</b>	<b>\$94,366.00</b>
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Please Send Original Invoice to:  
City of La Porte  
ACCOUNTS PAYABLE  
604 W Fairmont Parkway  
La Porte, Texas 77571  
Or Email To:  
[accounting@laportetx.gov](mailto:accounting@laportetx.gov)

**AUTHORIZED SIGNATURE**

*Cherell Daumer*





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- DONALSON CDJR, 1305 Hwy 96 BYPASS , Silsbee TX 77656

End User: LAPORTE PD

Prepared by: SETH GAMBLIN

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

Phone: 512.436.1313

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

Email: [SGAMBLIN.SILSBEEFLEET@GM](mailto:SGAMBLIN.SILSBEEFLEET@GM)

Product Description: DODGE CHARGER POLICE

Date: April 6, 2022

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

A. Base Price: \$ 27,985.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
LDEE48	2021 DODGE CHARGER POLICE	\$ -		EXTERIOR COLOR-BLACK	
EZH	5.7L V8 HEMI MDS VVT ENGINE RWD	\$ -			
LNF	BLAVK LEFT SPOT LAMP	\$ 210.00			
LNK	LED SPOT	\$ 150.00			
X5	HD CLOTH BUCKET SEATS W VINYL REA	\$ 120.00			
AWC	FLEET SAETY GROUP	\$ 350.00			

Total of B. Published Options: \$ 830.00

Published Option Discount (5%) \$ (41.50)

### C. Unpublished Options

\$= 0.0 %

Description	Bid Price	Options	Bid Price

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):

\$ 250.00

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 99 miles

\$ 173.25

H. Subtotal:

\$ 29,196.75

I. Quantity Ordered 1 x H =

\$ 29,196.75

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

\$ -

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

L. Total Purchase Price

\$ 29,196.75



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 9, 2022</u>	<b>Appropriation</b>
Requested By: <u>Tim Miller, Director</u>	Source of Funds: <u>015 - EDC</u>
Department: <u>Parks and Recreation</u>	Account Number: <u>015-8080-552-1100</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$152,210</u>
	Amount Requested: <u>\$152,210</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Kilgore Proposal, Spec Sheets for Chiller

### SUMMARY & RECOMMENDATION

In Fiscal Year 18-19, money was set aside for the Recreation Department to look into options to improve the Recreation and Fitness Center in order to meet higher demand for the services provided. This includes increasing the size of the various exercise areas and general renovation of the community areas in the facility.

Phase 1 of this project was approved by City Council on October 11, 2021, but is only in the design phase at this point. Phase I included upgrades to the weight room, corridors, cardio room, lobby, locker rooms, administrative offices and a new HVAC unit.

The issues with our current HVAC system has mandated that we replace the unit earlier than expected. The current system is deteriorating and components continue to fail. Over the last several weeks, the chiller has ceased working three times, requiring Facilities Maintenance and HVAC contractors to make emergency repairs in order to keep the unit running. This has occurred with the mild temperatures we have seen this spring and is concerning due to the more extreme heat expected in the future.

It is the recommendation of the Parks and Recreation Department and Facilities Maintenance that we move to replace the chiller unit at the Recreation and Fitness Center with the proposed York system. We have consulted PGAL concerning this system and the recommended unit will be compatible with any future HVAC improvements. The amount requested include the 130-ton unit including a five-year entire unit parts, labor and refrigerant warranty and the addition of a third-party epoxy coating to protect the units fins from the harsher environment experienced in coastal climates. This system will be purchased through Kilgore using pricing from BuyBoard contract # 631-20. This system is readily available to ship and would be ready for

installation at the end of June or early July. Other vendors have given estimated lead times of 28 weeks for delivery alone.

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**ACTION REQUIRED BY CITY COUNCIL**

**Approve the purchase of replacement York HVAC Chiller from Kilgore Industries through BuyBoard contract #631-20 for \$152,210.**

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**Approved for the City Council meeting agenda**

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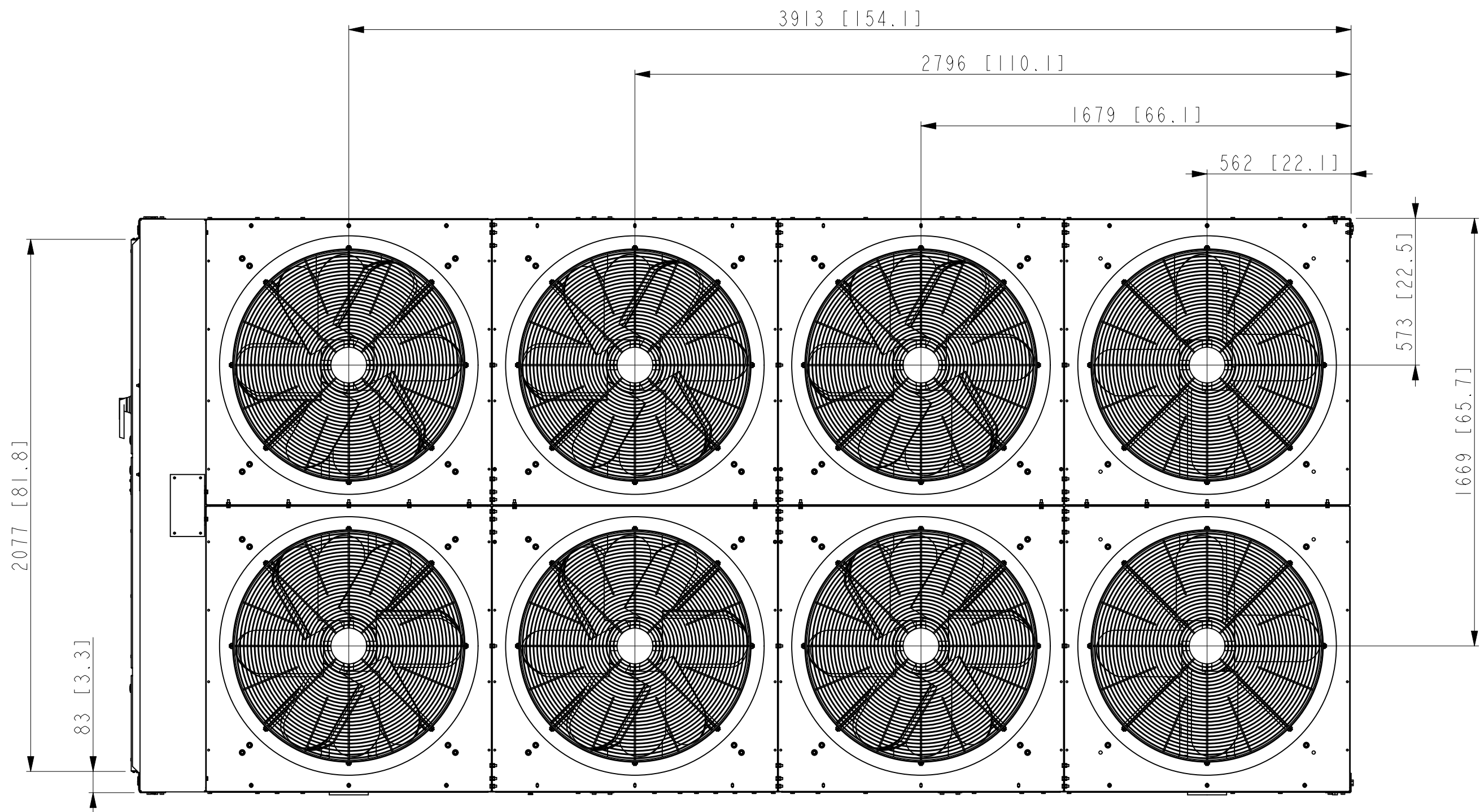
**Corby D. Alexander, City Manager**

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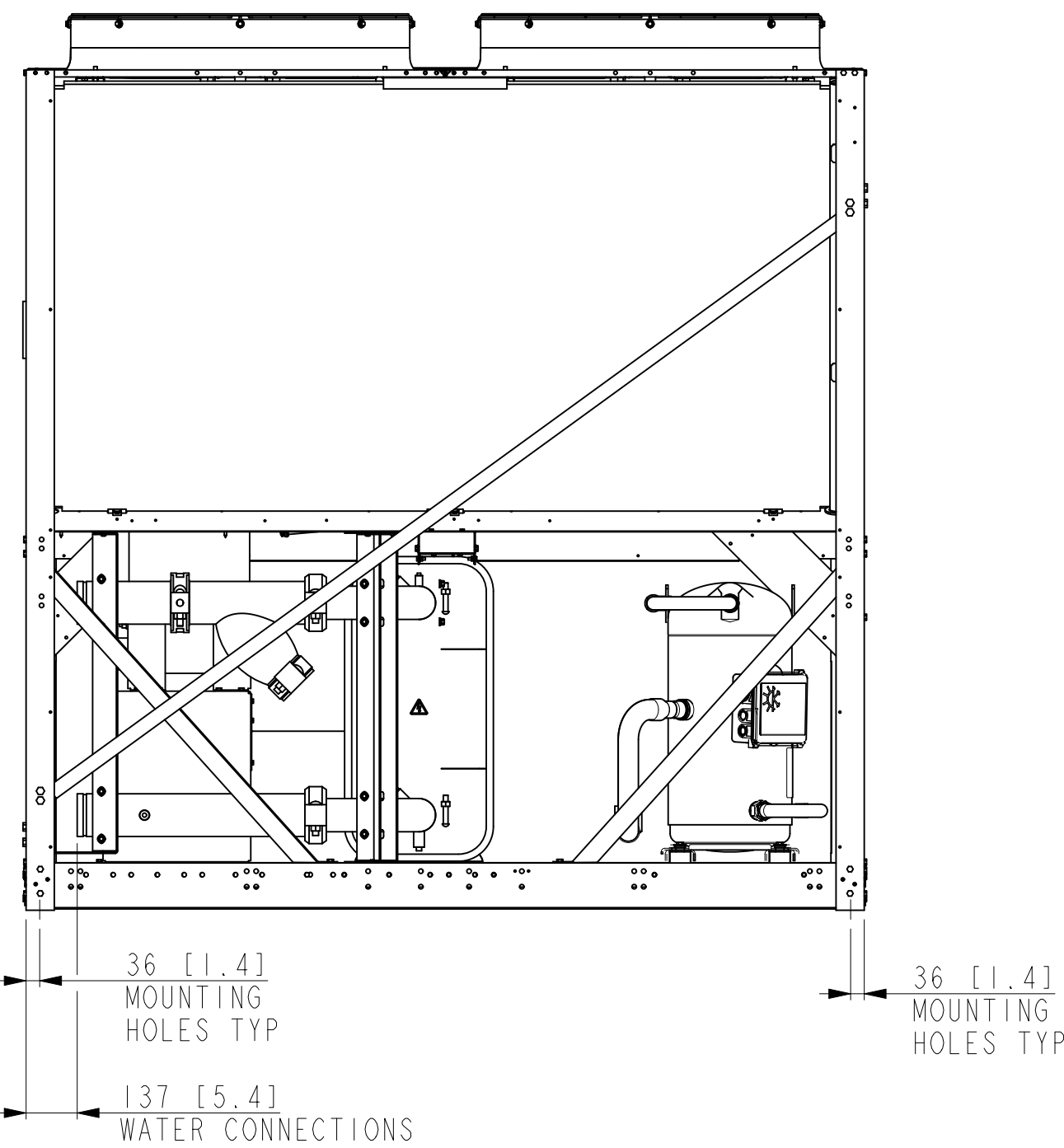
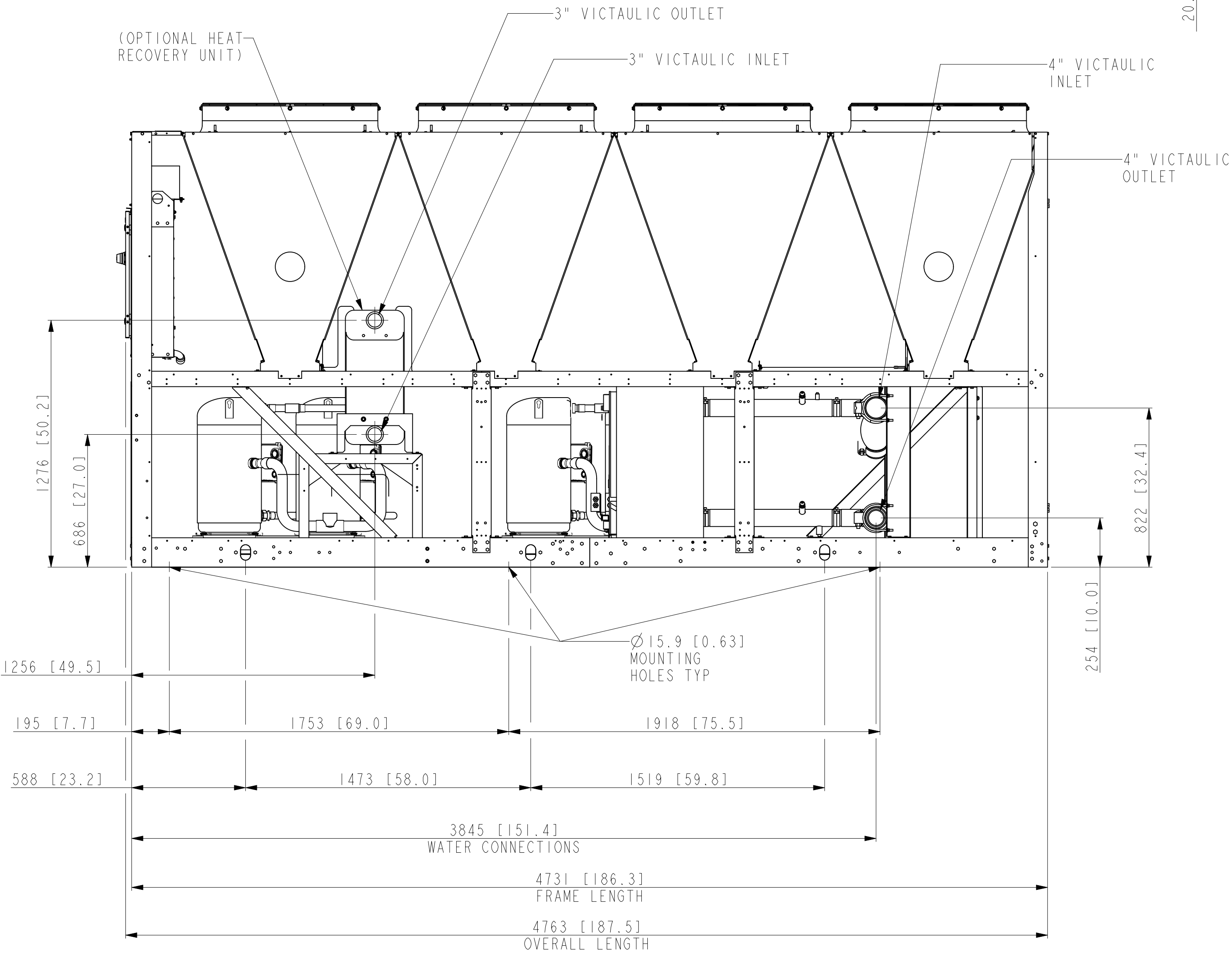
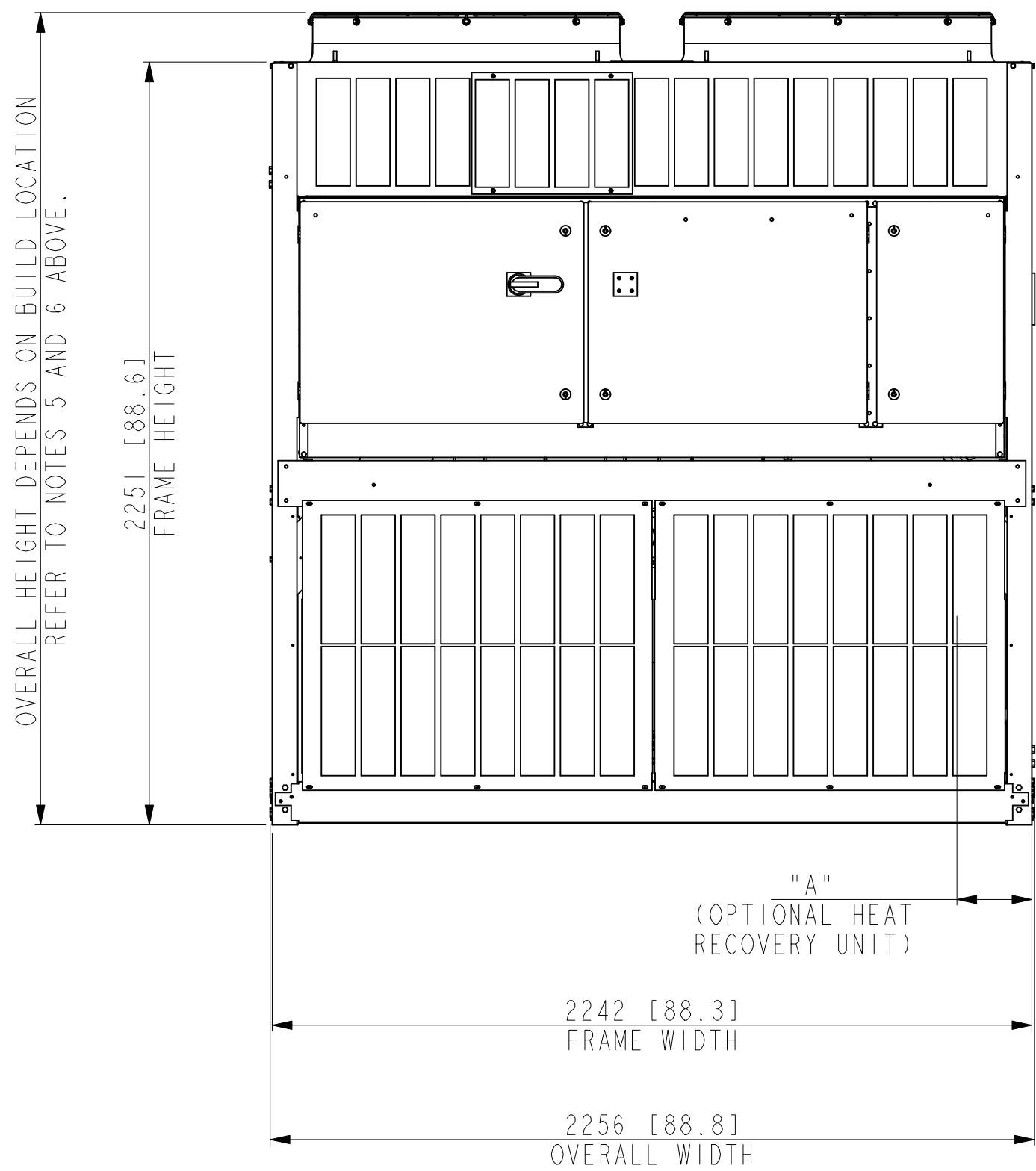
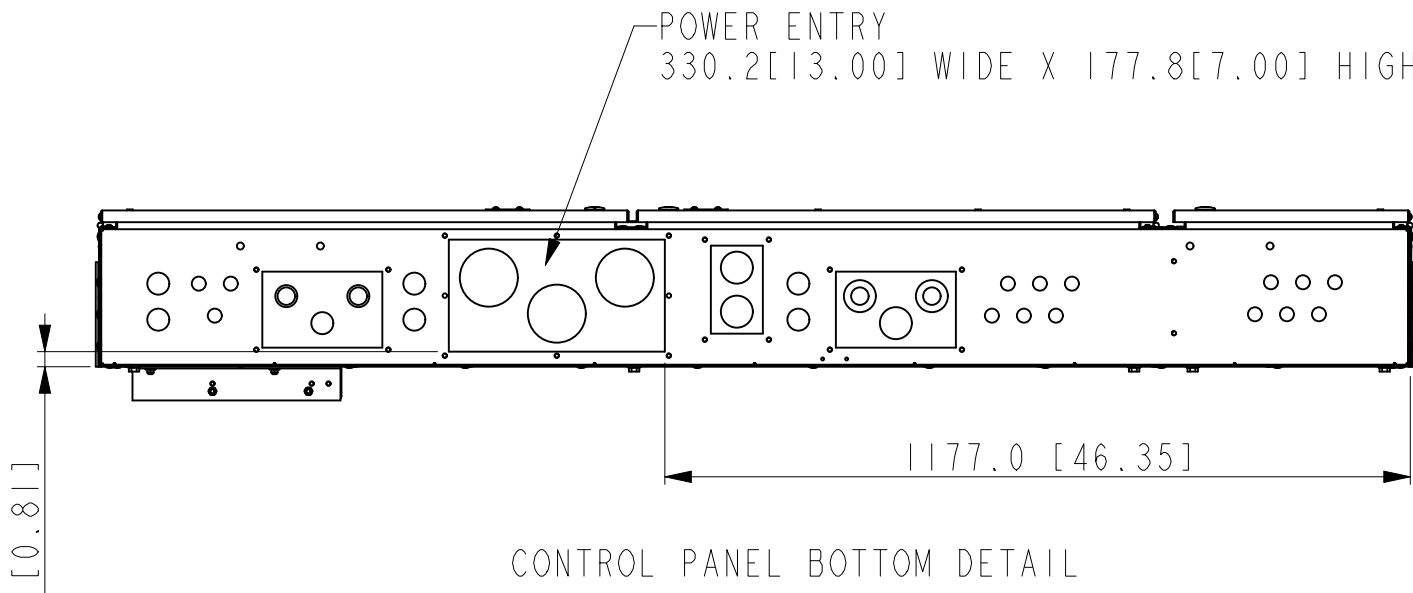
**Date**



- NOTES:
1. PLACEMENT ON A LEVEL SURFACE FREE OF OBSTRUCTIONS (INCLUDING SNOW, FOR WINTER OPERATION) OR AIR-CIRCULATION ENSURES RATE PERFORMANCE, RELIABLE OPERATION AND EASE OF MAINTENANCE. SITE RESTRICTIONS MAY COMPROMISED MINIMUM CLEARANCES INDICATED BELOW, RESULTING IN UNPREDICTABLE AIR FLOW PATTERNS AND POSSIBLE DIMINISHED PERFORMANCE. JOHNSON CONTROLS UNIT CONTROLS WILL OPTIMIZE OPERATION WITHOUT NUISANCE HIGH PRESSURE SAFETY CUTOUT. HOWEVER, THE SYSTEM DESIGNER MUST CONSIDER POTENTIAL PERFORMANCE DEGRADATION.  
1.1. RECOMMENDED MINIMUM CLEARANCES:  
1.1.1. SIDE TO WALL - 1828.8mm[72.00]  
1.1.2. REAR TO WALL - 1828.8mm[72.00]  
1.1.3. CONTROL PANEL TO WALL - 1219.2mm[48.00]  
1.1.4. TOP - NO OBSTRUCTIONS ALLOWED.  
1.1.5. DISTANCE BETWEEN ADJACENT UNITS - 3048mm[120.00]  
1.1.6. NO MORE THAT ONE ADJACENT WALL MAY BE HIGHER THAN UNIT.
  2. WEIGHT AND CENTRE OF GRAVITY- REF TO AVM REPORT
  3. INSTALLING CONTRACTOR MUST INCLUDE VENT AND DRAIN ACCOMMODATIONS IN CHILLED WATER PIPING NEAR EVAPORATOR.
  4. NUMBER OF COMPRESSORS MAY VARY FROM DRAWING.  
4.1. REFER TO YORKWORKS REPORTS
  5. OVERALL HEIGHT OF UNIT IS 2394.6mm-[94.27"] ON MONTERREY, MEXICO AND SAN ANTONIO, TEXAS BUILDS AND EUROPEAN BUILDS (VSD FANS ONLY).
  6. ON EUROPEAN BUILDS, OVERALL HEIGHT OF UNIT IS 2507.0mm [98.70"] WITH STANDARD FANS AND IS 2541.0mm [100.04"] WITH LOW AMBIENT KIT AND WITH C FAN.
  7. FOR MONTERREY, MEXICO, SAN ANTONIO, TEXAS AND EUROPEAN BUILDS ONLY.



MODEL NUMBER	DIMENSION "A"
YLAA 0125 HE	221 [8.7]
YLAA 0136 SE	221 [8.7]
YLAA 0139 HE	N/A
YLAA 0142 HE	221 [8.7]
YLAA 0150 SE	148 [5.8]
YLAA 0155 SE	148 [5.8]
YLAA 0456 HE	221 [8.7]
YLAA 0457 HE	221 [8.7]
YLAA 0457 HJ	221 [8.7]
YLAA 0516 HE	221 [8.7]
YLAA 0517 HE	221 [8.7]
YLAA 0517 HJ	221 [8.7]



THIS DRAWING PERTAINS TO THE FOLLOWING MODELS:		
YLAA 0125 HE	YLAA 0150 SE	YLAA 0516 HE
YLAA 0136 SE	YLAA 0155 SE	YLAA 0517 HE
YLAA 0139 HE	YLAA 0456 HE	YLAA 0457 HJ
YLAA 0142 HE	YLAA 0457 HE	YLAA 0517 HJ

REV.	DATE	EC. NO.	DR.	CHK.	ENG.
H	09-JUN-2020	ECN20-0441	GT	AS	XW
NOTE: 6 AMENDED DIM 2541MM WAS 2535MM. FAN TERMINAL BOX 6MM HIGHER.					
CONTINUED					

\*ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED AND NO PERMISSION IS GRANTED TO REPRODUCE THIS PRINT IN WHOLE OR IN ANY PART, OR DISCLOSE ANY OF THE INFORMATION UPON IT TO OTHERS WITHOUT WRITTEN RELEASE BY JOHNSON CONTROLS INCORPORATED\*

JOHNSON CONTROLS - BUILDING EFFICIENCY  
507 EAST MICHIGAN STREET, MILWAUKEE, WI, 53202 USA

DO NOT SCALE	YLA 8-FAN 50 & 60HZ WITH HEAT RECOVERY	MATERIAL N/A ENG. STD. N/A PART NO.
DRAWN M. LUPTON 06-DEC-2013	CAGE NUMBER 66935	CUT SIZE N/A
MODELER M. LUPTON 06-DEC-2013	DRAWING NUMBER 035-24059-010	REVISION H
CHKD A. SATCH 06-DEC-2013	VERSION I	Released
ENG	SCALE: 0.060 MASS (kg): 0.000 ORIG. NO.:	SHEET 1 OF 1



Unit Tag	Qty	Model No	Net Cooling Capacity (ton.R)	Nominal Voltage	Refrigerant Type
CH-1	1	YLAA0136SE46XFBSDTX	125.3	460-3-60.0	R410A

PIN:								
YLAA0136SE	46XFBSDTXA	SXBLXCXX44	SE1XXXHXXX	YAXGXXX3XX	XVGN1TXXXX			
....5...10	....5...20	....5...30	....5...40	....5...50	....5...60	....5...70	....5...80	....5...90

Evaporator Data		Evaporator Data (Cont.)		Performance Data	
EWT (°F)	54.00	Fluid Volume (USGAL)	10.04	EER (Btu/W·h)	9.707
LWT (°F)	44.00	Min. Flow Rate (USGPM)	115.1	IPLV.IP (Btu/W·h)	17.67
Design Flow Rate (USGPM)	299.1	Max. Flow Rate (USGPM)	530.0		
Evap. Press. Drop (ft H <sub>2</sub> O)	12.5				
Fluid	Water	Condenser Data		Physical Data	
Strainer Press. Drop (ft H <sub>2</sub> O)	2.31	Ambient Temp. Design (°F)	95.0	Rigging Wt. (lb)	6808
Ext. Kit Press. Drop (ft H <sub>2</sub> O)	5.34	Altitude (ft)	0.000	Operating Wt. (lb)	6892
Total Press. Drop (ft H <sub>2</sub> O)	20.1	Compressor Type	Scroll - Hermetic	Refrigerant Charge (lb)	146
Fouling Factor (h.ft <sup>2</sup> .F/Btu)	0.000100				

Electrical Data				
Circuit	1	2	3	4
Compressor RLA	53 / 53 / 53	27 / 27 / 27		
Fan QTY/FLA (each)	4 / 4	4 / 4		
High LRA Current	316 / 316 / 316	180 / 180 / 180		

Single Point				
Min. Circuit Ampacity	290			
Recommended Fuse/CB Rating	300			
Max. Inverse Time CB Rating	300			
Max. Dual Element Fuse Size (A)	300		Operating Condition Electrical Data	
Unit Short Circuit Withstand (STD)	5 [kA]		Compressor kW	141.5
Wires Per Phase	1 + 2		Total Fan kW	13.44
Wire Range (Lug Size)	250 - 500 kcmil + #3/0 AWG - 250 kcmil		Total kW	154.9
Starter Type	Across The Line			

Notes:  
Country of Origin: Monterrey, Mexico

This unit does not have a coil coating selected.

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at [www.ahridirectory.org](http://www.ahridirectory.org). Auxiliary components included in total kW - Oil heaters, Chiller controls. Auxiliary power is already included in the compressor and fan power



ASHRAE Standard 90.1-2010 and ASHRAE Standard 90.1-2013 & 2016 Compliant.

Compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4).

Part Load Rating Data				
Load %	Ambient (°F)	Capacity (ton.R)	Total kW	Unit Efficiency (Btu/W·h)
100	95.0	125.3	154.9	9.707
76	80.0	95.16	80.27	14.23
51	80.0	64.35	49.43	15.62
56	65.0	69.72	42.94	19.48
41	65.0	51.71	30.81	20.14
29	55.0	35.78	18.68	22.99
29	55.0	35.78	18.68	22.99

Sound Power Levels (In Accordance with AHRI 370)										
Load %	Ambient (°F)	63 Hz (dB)	125 Hz (dB)	250 Hz (dB)	500 Hz (dB)	1 kHz (dB)	2 kHz (dB)	4 kHz (dB)	8 kHz (dB)	LWA
100	95.0	99	98	94	94	91	88	84	82	97
76	80.0	93	92	88	89	86	84	80	77	92
51	80.0	88	86	83	84	83	82	76	73	88
56	65.0	77	67	73	81	81	81	75	72	86
41	65.0	77	65	72	80	80	80	74	72	85
29	55.0	77	59	71	79	80	77	73	72	84
29	55.0	77	59	71	79	80	77	73	72	84

Note: Unit is equipped with Low Sound Fans with VSD Control.

Measurement of sound pressure used to obtain the sound power data presented is based on AHRI-370.

Air-cooled chillers are rated in terms of sound power not sound pressure. Johnson Controls provides estimates of sound pressure, but this is not the rating metric.

For an air-cooled chiller, sound pressure calculated from sound power varies depending on how the chiller is assumed to behave, i.e. the radiation model. In other words, determining sound pressure from sound power requires making assumptions that result in different answers at a given distance from the chiller. The environment also influences sound pressure in the field installation. Sound pressure estimation radiation models pertaining to air-cooled chillers include the 'traditional' hemispherical model, parallelepiped model and equivalent hemispherical model.

Regarding sound power, Johnson Controls references tolerance limits based on ASHRAE guidelines. These are +/- 6dB in the 63Hz octave band, +/- 4dB in all other octave bands and +/- 3dB for the overall dBA.

Tolerance limits are based on uncertainties associated with:

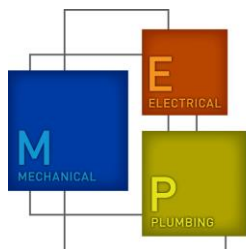
1. Measurement Test Procedure
2. Repeatability
3. Production / Manufacturing Variability

Standard deviation associated with air-cooled chiller sound data is a measure of spread i.e. it indicates the range of probability of sound levels. Note that for operating conditions other than AHRI's Standard Rating Condition, higher levels of uncertainty can be expected.

Lead times for factory performance testing depend on test laboratory availability. Please confirm with Johnson Controls Customer Service.

Performance at AHRI Conditions					
Evaporator Data		Condenser Data		Performance Data	
EWT (°F)	54.00	Ambient Temp. (°F)	95.0	EER (Btu/W·h)	9.707
LWT (°F)	44.00	Altitude (ft)	0.000	IPLV.IP (Btu/W·h)	17.67
Flow Rate (USGPM)	299.1			Net Cooling Capacity (ton.R)	125.3
Pressure Drop (ft H2O)	12.5				
Fluid	Water				
Fouling Factor (h.ft².F/Btu)	0.000100				
Fluid Volume (USGAL)	10.04				

Note: Unit rated at design condition capacity.



# KILGORE

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

Mechanical • Electrical • Plumbing

## Service

La Porte Fitness Center  
1322 Broadway  
LaPorte, TX 77571

April 18, 2022

Dear Mr. David Hefner,

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

**Re: Remove and Replace 130 Ton Chiller with 130 Ton R410A 460V 3 Phase York Model # YLAA136**

- Remove existing 130 ton chiller and replace with 1- new 130 ton high efficiency R410A refrigerant chiller.
- Pipe in new chill water lines from nearest isolation valves to new chiller. Insulate with 1" fiberglass with new aluminum jacketing on all outside newly installed water piping.
- Discard of old chiller according to EPA standards. Kilgore to take possession of old chiller.
- Include all costs for rigging & hoisting of the new and existing equipment.
- Provide neoprene pad spring isolators rated for loads.
- Remove all air from chilled water piping system.
- Unit includes a BAS interface card: BACnet / N2 protocol / Modbus.
- Unit includes factory mounted non-fusible disconnect.
- Customer to tie in high and low voltage wiring & connect new chiller to BAS system.
- Perform factory start up on chiller. View system to verify proper operation.
- Pricing per BuyBoard contract # 631-20.
- **Standard factory warranty info:** 1 year parts, labor & refrigerant.

**Base Bid:** \$ 131,340.00

**Add 5 Year Entire Unit Parts, Labor, and Refrigerant Warranty Cost:** \$ 13,730.00

**Add Third Party Epoxy Coating:** \$ 7,140.00

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

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will be an additional charge. All agreements are contingent upon strikes, accidents or delays beyond our control. The property owner and/or tenants insurance is to cover any on-site damage related to fire, theft, weather, vandalism, or other circumstances beyond our control. Quotation expires 30 days from the date on this proposal. Payment shall be made upon receipt of invoice.

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

Sincerely,

*Philip J. Hyams*

\_\_\_\_\_  
Signature / PO#



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 9, 2022

Requested By: Lindsay French, Rec Superint.

Department: Parks & Recreation

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Scope of Services and Fee Schedule, Phase 1 Project

### Appropriation

Source of Funds: 015 - EDC

Account Number: 015-8080-552-1100

Amount Budgeted: \$267,500

Amount Requested: \$267,500

Budgeted Item: ☒ Yes ☐ No

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## SUMMARY & RECOMMENDATION

Renovation of the Recreation and Fitness Center was first presented in FY2017 with the final design plan being approved in FY2021. The approved budget for this project totaled \$2,873,929 and is funded through the Economic Development Corporation Fund. This project allows the Recreation and Fitness Center to undergo some much needed repairs and renovations.

Phase One of the Recreation & Fitness Center project was budgeted to cover upgrades to the weight room, corridors, cardio room, lobby, locker rooms and administrative offices. The projected cost of phase one is \$2,959,990. Over the past five years we have undergone some improvements and repairs to the facility. In 2016 the facility flooded due to an issue with the indoor pool. Repairs that were made at this time included new flooring and paint to the weight room as well as a new hard wood basketball court. In 2020 the building also received a new roof to fix some major leaking issues.

Throughout this design process, the Parks and Recreation Department has been working with Paul Bonnette and his team at PGAL to organize the renovation plans and budget. We are now ready to move on with Phase 1.

The scope of services PGAL and other consultants will provide will be Construction Administrative Services throughout the course of this project. These services include responding to requests for information (RFIs), reviewing submittals, attending on-site project meetings, making periodic site observations, and reviewing contractor pay applications and change proposals. Included also is a final site observation and creation of a punch list of items to be finalized. They ensure they will be available for on-site meetings and construction observation at key points in the construction process.

We have received the Scope of Service and Fee Proposal/Breakdown from PGAL for Phase I:

Architecture & Project Management	\$142,500
Structural Engineering	\$7,500
MEP Engineering	\$100,000
IT, Security & Audio Visual Consulting	\$10,000
Reimbursable Expenses	\$7,500
<b>TOTAL</b>	<b>\$267,500</b>



We have had to remove the HVAC system from their original plan as the chiller for the Recreation and Fitness Center needs to be replaced as soon as possible. The Parks and Recreation Department is working with Facilities to get this issue resolved as quickly as possible.

---

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

**Authorize the City Manager to execute a contract with PGAL Inc. in the amount of \$267,500 for the design and project management services in connection with the Recreation & Fitness Center Renovation Phase I Project.**

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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



April 6, 2022

Ms. Lindsay French  
Recreation Superintendent  
City of La Porte  
1322 S Broadway La Porte, TX 77571  
Voice: 281-470-5138  
Email: [frenchl@laportetx.gov](mailto:frenchl@laportetx.gov)

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
CHICAGO  
DALLAS/FORT WORTH  
DENVER  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
SALT LAKE CITY  
SAN DIEGO

RE: Scope of Services and Fee Proposal  
City of La Porte Recreation and Fitness Center Phase I Final Design

Dear Ms. French:

PGAL, Inc. is pleased to present this scope of work and fee proposal for the final design of Phase I of the City of La Porte Recreation Center Renovation. PGAL completed a previous needs assessment in which we looked at several options for renovation and expansion of the current recreation center. We also looked at options for new facilities in the current location or in other locations around the city. The option that the city has chosen to proceed with is renovation of the existing building.

## PROJECT UNDERSTANDING

The renovation project will be done in two phases. In the first phase, we will focus on renovating the lobby, administration, aerobics, weight room, locker room and the corridors connecting them. Electrical, plumbing, telecommunications, security and audio-visual system renovations will occur only within the limits of phase I architectural changes unless necessitated by HVAC work that is being done elsewhere in the building.

The second phase will focus on the gymnasium, pool, sauna, cardio and senior center interior renovations and replacement of the translucent panels on the exterior wall at the pool. Pool equipment will also be replaced, and a secure day care area created near the front lobby.

This proposal includes final design and construction administration work for Phase I only. Should Phase II eventually be added to our scope of work, we will prepare a separate fee proposal.

These services will be provided by our PGAL team and our consultants as follows:

Architecture, Civil Engineering & Project Management	PGAL
Structural Consultant	Dally + Associates
MEP, Telecommunications, Security And AV Consultant	Infrastructure Associates

## FINAL DESIGN

In the final design phase of the work PGAL and the A/E team will complete the construction documents for bidding/pricing and provide construction administration services through the completion of the project. Our consultants for the project will provide, structural engineering, mechanical electrical and plumbing engineering, security, telecommunications and audio/visual consulting. It is anticipated that documentation will be provided for the buildout of all Phase I spaces described in the Project Understanding, and that the project will be bid out by a Competitive Sealed Proposal delivery method.

## CONSTRUCTION ADMINISTRATION

During construction, PGAL and our consultants will provide Construction Administration Services, which include responding to requests for information (RFIs), reviewing submittals, attending on-site project meetings, making periodic site observations, and reviewing contractor pay applications and change proposals. We and our consultants will also perform a final site observation and create a punch list of items to be finalized. We will be available for on-site meetings and construction observation at key points in construction, for the initial concrete slab pour, wall and ceiling cover up observations, and preconstruction / pre-installation meetings.

## COMPENSATION

We have provided a lump sum fee for design services. The overall fee breakdown based on discipline is as follows:

### Basic Services Consultants:

• Architecture, & Project Management	\$ 142,500
• Structural Engineering	\$ 7,500
• MEP Engineering	\$ 100,000
• IT, Security & Audio Visual Consulting	\$ 10,000
• <b>Subtotal Basic Services</b>	<b>\$ 260,000</b>

**Reimbursable Expenses:** PGAL would expect to be reimbursed for any out-of-pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary).

Ms. Lindsay French  
City of La Porte Recreation and Fitness Center Phase I Final Design  
April 6, 2022  
Page 3

Reimbursable expenses will be billed at our cost and are estimated not-to-exceed **\$7,500** to complete the project through construction.

**Additional Services:** If services other than those described as Basic Services are requested by the city, they will be billed in addition to the above compensation in accordance with the attached rate schedule. Additional Services include but are not limited to the following:

Any design consultants other than those specifically included  
Design services for Phase II scope of work  
Professional renderings, models and computer animations  
Furniture, Fixtures and Equipment design  
Value engineering services  
Detailed cost estimates  
IECC Commissioning  
Energy Code certification  
TDI Windstorm Inspection  
Surveying  
Environmental Consulting / NEPA report or Phase I Environmental Site Assessment  
Geotechnical Engineering  
Construction Materials Testing  
Civil Engineering and Landscape Architecture  
Traffic Impact Analysis  
Off site design work beyond connecting to existing utilities  
Streetscape design services  
Specialty lighting design services  
Revisions to approved documents beyond minor changes  
LEED consulting or certification fees

## **PROJECT SCHEDULE**

We are prepared to complete the scope of work within the schedule indicated below. The schedule will commence upon acceptance of this proposal or execution of a contract.

Schematic Design – One Month  
Design Development – One and a Half Months  
Construction Documents – Two Months  
Bidding & Negotiation – Two Months  
Construction Administration – Six Months



Ms. Lindsay French  
City of La Porte Recreation and Fitness Center Phase I Final Design  
April 6, 2022  
Page 4

We hope this proposal meets with your expectations for the scope of services and proposed deliverables. Thank you again for the opportunity to serve the City of La Porte. Please contact me at 713-968-9358 should you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Bonnette', with a vertical line extending downwards from the left side of the signature.

Paul D. Bonnette, AIA  
Principal

Accepted:

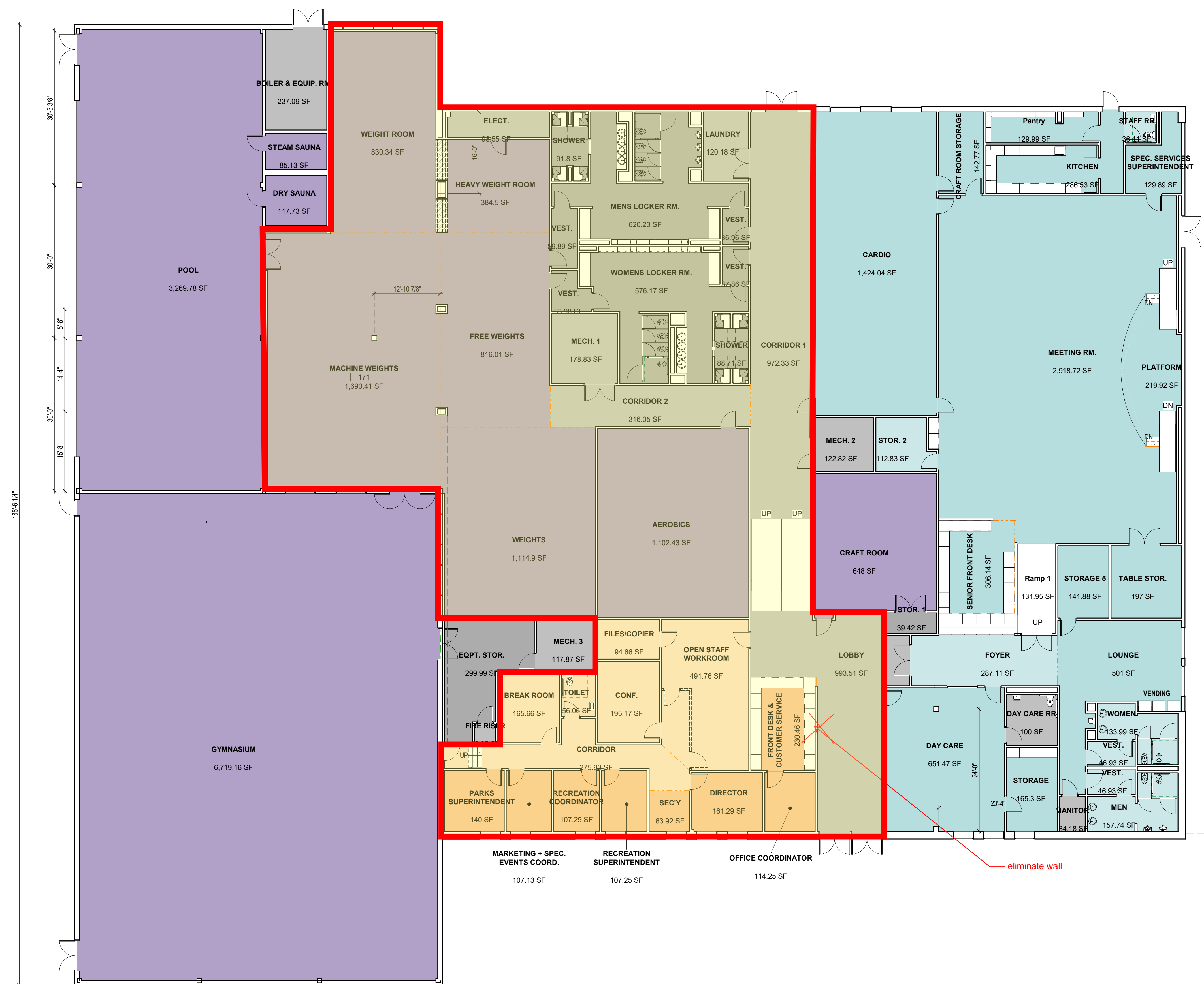
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Corby Alexander  
City Manager, City of La Porte

---

Date

CC: Accounting, File – PGAL



FLOOR PLAN - LEVEL 1 RENOVATION PLAN 3/32" = 1'-0" 1

# CITY OF LA PORTE RECREATION CENTER RENOVATION

## RENOVATION FLOOR PLAN

01/25/2021  
PGAL, LLC





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 9, 2022</u>	<b>Appropriation</b>
Requested By: <u>Tim Miller</u>	Source of Funds: _____
Department: <u>Parks and Recreation</u>	Account Number: _____
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$1,000,000.00</u>
	Amount Requested: _____
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Kraftsman Quotes, Progressive Commercial Aquatics Quote

### SUMMARY & RECOMMENDATION

Opening in 1987, the Little Cedar Bayou Wave Pool has been a major attraction for the residents of La Porte and surrounding areas. There have been no major changes in the water amenities offered at the wave pool since that time. In 2017 shade canopies and picnic tables were added around the wave pool. In 2019 the wave pool was drained and re-plastered. At the 2017 Pre-Budget Retreat, City Council agreed to set aside \$250,000 a year for four years to prefund future water amenities at the Little Cedar Bayou Wave Pool. In FY 21-22 fiscal year, the final installment for that project will be made.

The Parks and Recreation Department focused on features that would add value to the wave pool as well as serve a younger population that might not be able to fully engage in the activities provided by current amenities. We have solicited proposals from two vendors that provide for multiple improvements to the wave pool and amenities provided there. Each vendor has submitted two proposal for the project. Both vendors are members of approved purchasing Co-Ops which will expedite the purchasing process.

**Kraftsman Proposal 1** – Kraftsman’s first proposal includes 1,963 square foot splash pad to be located next to the wave pool. The pad would include above ground spray features as well as flush mount elements. This proposal also includes separate 400-gallon per minute AquaKraft filtration & Water Treatment systems with a 4,000 gallon storage tank. Kraftsman proposes to place an Elevated Play Unit in one dog ear of the wave pool and a fling bucket with two mushroom maze spray elements in the other dog ear. This proposal also includes three new shade structures and four new picnic tables. This proposal from Kraftsman is priced at \$993,323.98.

**Kraftsman Proposal 2** – Kraftsman's second proposal includes a 2,827 square foot splash pool to be located next to the wave pool. The splash pool would include above ground spray features as well as flush mount elements. The splash pool would also house a Large Tropical Beach Slide. This proposal also includes separate 400 gallon per minute AquaKraft filtration & Water Treatment systems with a 4,000 gallon storage tank. Kraftsman proposes to place an Elevated Play Unit in one dog ear of the wave pool and a fling bucket with two mushroom maze spray elements in the other dog ear. This proposal also includes 3 new shade structures and 4 new picnic tables. This proposal from Kraftsman is priced at \$1,214,971.21.

**Progressives Commercial Aquatics Proposal 1** – This proposal includes a 4,500 square foot splash pad to be located next to the wave pool. This pad would include above ground as well as flush mounted spray elements. This would include splash pad concrete, complete mechanical system, mechanical building, spray deck coating, controller and all other necessary equipment for full operation. This proposal contains Aquatic Play units in both dog ears of the wave pool for younger children. Proposal 1 from Progressive has a proposed cost \$1,166,150.00.

**Progressive Commercial Aquatics Proposal 2** – Progressive's second proposal includes a 4,500 square foot splash pad to be located next to the wave pool. This pad would include above ground as well as flush mounted spray elements. This would include splash pad concrete, complete mechanical system, mechanical building, spray deck coating, controller and all other necessary equipment for full operation. Progressive also proposes to place an Aquatics Play Unit in one dog ear of the wave pool and a Palm Tree Dump Bucket in the other dog ear of the splash pad. With a chemical filtration system this proposal is priced at \$970,000.00.

A potential avenue for significant savings that is currently being investigated is to install the splash pads as flow through systems instead of recirculating systems. Flow through system eliminates the need for costly filtration systems, holding tanks, and the continued cost of chemicals and secondary filtration systems. The initial savings is expected to be approximately \$170,000.00 with an annual savings of \$5,000 to \$10,000 dollars in chemicals per year.

**Future considerations** – In considering new amenities for the wave pool we also need to look forward to future challenges due to age. The challenges for the wave pool include the following. The filtration and plumbing system is old and will need replacement in the very near future. We are currently consulting a structural engineer concerning potential foundation issues with the mechanical building. Pending results, repairs may need to be made to this building. While functional, two of four wave

blowers / motors have been repaired or replaced by City personnel. The WaveTek controller is ten years old and beginning to have issues. Lastly, the restrooms and the admission building are in need of replacement. These facilities are 30+ years old and have been well used. The restrooms are not ADA compliant, the buildings have foundation issues as well as roof issues. The CMU construction also makes maintenance and repair of plumbing difficult. All of these issues add up to a significant future investment in the next 2 – 5 years to keep this attraction a viable destination in the future. Staff intends to prepare a multi-year plan to address these issues.

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**ACTION REQUIRED BY CITY COUNCIL**

**Presentation, discussion, and possible action on potential upgrades and maintenance at the Little Cedar Bayou Wave Pool Complex.**

---

**Approved for the City Council meeting agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

# LITTLE CEDAR BAYOU

TIM MILLER



## Proposed Water Amenities

# PROCESS



- In the 2017 Pre-Budget Retreat, City Council agreed to set aside \$250,000 a year for 4 years to prefund future water amenities at Little Cedar Bayou Wave Pool.
- Parks and Recreation reached out to two vendors.
- Both Vendors are members of approved purchasing Co-Ops eliminating the need to go out for bids.
- Both Vendors prepared two proposals.
- We are seeking direction as to which design you would like to see us install.



# KRAFTSMAN PROPOSAL 1 - \$993,324



- 4 New features in existing “Dog Ears” of the Wave Pool
- 1 Multilevel Play Unit
- 1963 Square foot splash pad
- 4000 Gallon storage tank
- 400 gallon per minute AquatKraft Filtration & Water Treatment System
- 2 New Shade Structures
- 4 New Picnic Tables































## KRAFTSMEN PROPOSAL 2 – 1,214,972



- 3 New features in existing “Dog Ears” in Wave Pool.
- 1 Multi-Level play structure.
- 2827 Square foot Water Odyssey SplashPool.
- Multiple water features including large Tropical Beach Slide.
- 400 Gallon per minute AquaKraft Filtration & Water Treatment System.
- 4000 gallon storage tank.
- 2 New Shade Structures
- 4 New Picnic Tables.

























# PROGRESSIVE / RAINDROP DESIGN OPTION 1 – \$1,166,150.00



- 4500 Square Foot Splash Pad.
- Multiple ground level and raised spray elements
- 2 Elevated Play Units, One in each “Dog Ear” One Smaller Child Unit. One Larger Child Unit
- Filtration, pumps, UV Secondary Filtration.



Rain•Drop

PROJECT 1803711



Ashland, OH - 800.343.6063 - [www.rain-drop.com](http://www.rain-drop.com)  
For presentation purposes only. Size, color, and placement may vary.



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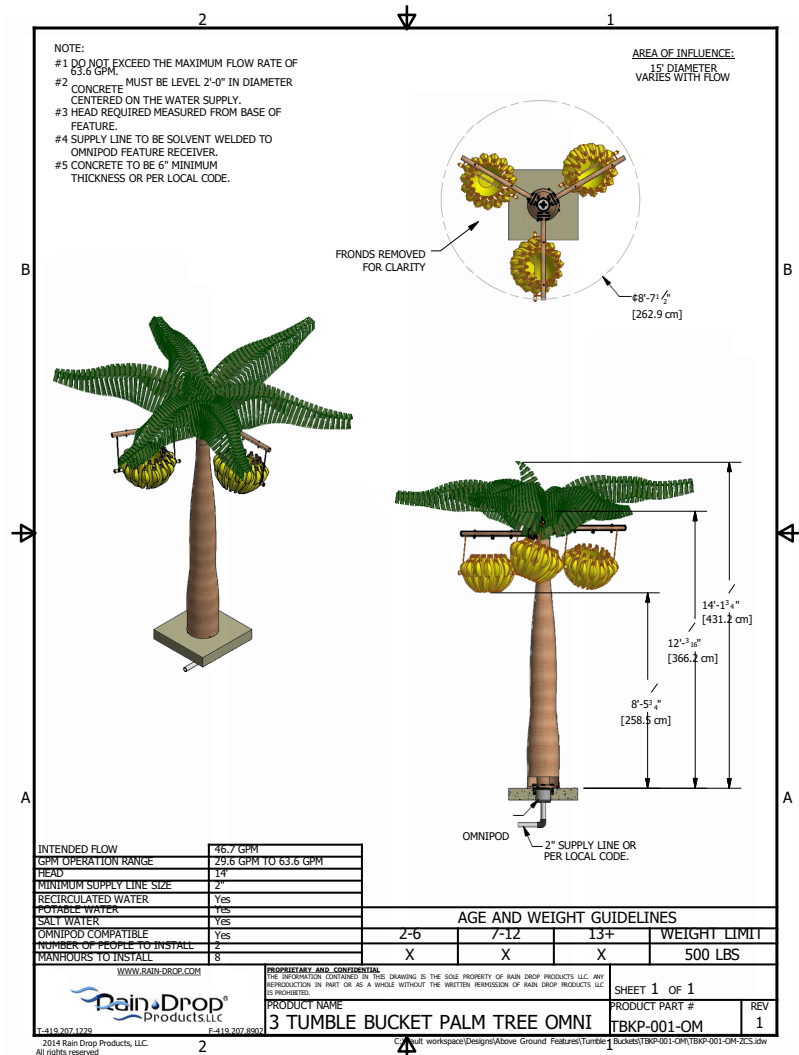


# PROGRESSIVE / RAINDROP PROPOSAL 2 – \$970,900.00



- 4500 Square Foot Splash Pad.
- Multiple ground level and raised spray elements
- 1 Elevated Play Units, placed in one “Dog Ear”
- Palm Tree Dump Bucket placed in the other “Dog Ear”
- Filtration, pumps, UV Secondary Filtration.

# Remove one of the Aquatics Play Units and Replace with Palm Tree Dump Buckets



## CONCLUSION

- Both vendors propose a splash pad with ground and above ground elements.
- Both vendors propose play features in the dog ears of the wave pool.
- Both vendors proposed recirculating chemical filtration systems.
- Both vendors suggest a projected savings of up to \$170,000 savings if either of their proposals are switched to a flow through system. Kraftsman's SplashPool proposal would not be eligible for a flow through system.

---

# QUESTIONS/SUMMARY

Tim Miller

[MillerT@laportetx.gov](mailto:MillerT@laportetx.gov)

281-470-5136





## BID PROPOSAL

*Houston:*

*2510 Farrell Road*

*Houston, TX 77073*

*281-982-0212*

*Manor/Austin:*

*15616 Schmidt Loop*

*Manor, TX 78653*

*512-278-0801*

*"We build more than pools, we build relationships!"*

Project Name: City of La Porte APU and Splash Pad Estimates

Scope of Work:	Equipment Included:																				
<p>Add (2) aquatic play units in the wave pool and build a splash pad adjacent to the existing wave pool.</p> <p>1. Supply and install (1) small kid APU per rendering supplied by Rain-Drop.</p> <p>2. Supply and install (1) older kid APU per rendering supplied by Rain-Drop.</p> <p>3. Build a new splash pad approximately 4500 Ft<sup>2</sup> in surface area. Includes: Splash pad concrete, features in rendering by Rain-Drop, complete mechanical system, underground water storage tank, building foundation, mechanical building, spray deck coating (color(s) chosen by owner), Rain-Drop controller, and all other necessary equipment for full operation.</p> <p><b>Option for All Features:</b></p> <table> <tr> <td>APU #1 - Smaller Kids</td><td>\$ 190,100.00</td></tr> <tr> <td>APU #2 - Older Kids</td><td>\$ 220,250.00</td></tr> <tr> <td>Splash Pad</td><td>\$ 697,800.00</td></tr> <tr> <td>Splash Pad Electrical:</td><td>\$ 58,000.00</td></tr> <tr> <td><b>Total for all Features</b></td><td><b>\$ 1,166,150.00</b></td></tr> </table> <p><b>Option to Eliminate 1 APU structure:</b></p> <table> <tr> <td>APU#1 - Smaller Kids</td><td>\$ 190,100.00</td></tr> <tr> <td>Splash Pad</td><td>\$ 697,800.00</td></tr> <tr> <td>Splash Pad Electrical</td><td>\$ 58,000.00</td></tr> <tr> <td>Palm Tree in Place of 2nd APU</td><td>\$ 25,000.00</td></tr> <tr> <td><b>Total:</b></td><td><b>\$ 970,900.00</b></td></tr> </table>	APU #1 - Smaller Kids	\$ 190,100.00	APU #2 - Older Kids	\$ 220,250.00	Splash Pad	\$ 697,800.00	Splash Pad Electrical:	\$ 58,000.00	<b>Total for all Features</b>	<b>\$ 1,166,150.00</b>	APU#1 - Smaller Kids	\$ 190,100.00	Splash Pad	\$ 697,800.00	Splash Pad Electrical	\$ 58,000.00	Palm Tree in Place of 2nd APU	\$ 25,000.00	<b>Total:</b>	<b>\$ 970,900.00</b>	<p>Rain-Drop Monsoon1-101 APU - Small Kids</p> <p>Rain-Drop Typhoon 1 - APU - Older Kids</p> <p>Rain-Drop splash pad package per rendering w/ automatic controller for features and activator bollard.</p> <p>Filtration, pumps, UV system, chemistry controller, Accu-Tab chlorinator, Aci-Rite feed system, water level controller, VFD for feature pump, schedule 80 piping system, fiberglass underground water storage tank, and required flow meters for splash pad system.</p> <p>Splashpad includes estimate for a stand alone mechanical system with corrugated roof, composite siding, and concrete foundation located adjacent to splash pad.</p> <p>Estimated engineering cost for splash pad and mechanical room.</p> <p><b>Exclusions:</b></p> <p>Permits</p> <p>Sales Tax</p> <p>Add 2.5% for Payment and Performance Bond if Required</p> <p>Cost increases due to volatile supply chain prior to ordering equipment.</p>
APU #1 - Smaller Kids	\$ 190,100.00																				
APU #2 - Older Kids	\$ 220,250.00																				
Splash Pad	\$ 697,800.00																				
Splash Pad Electrical:	\$ 58,000.00																				
<b>Total for all Features</b>	<b>\$ 1,166,150.00</b>																				
APU#1 - Smaller Kids	\$ 190,100.00																				
Splash Pad	\$ 697,800.00																				
Splash Pad Electrical	\$ 58,000.00																				
Palm Tree in Place of 2nd APU	\$ 25,000.00																				
<b>Total:</b>	<b>\$ 970,900.00</b>																				



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73307

Date: 04/20/2022

Project: 26889

Created By: David Ondrias

Quote Name: Option 2

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## BILL TO

**La Porte Parks and Recreation** ☎ 281-470-5136  
Tim Miller  
La Porte Little Cedar Bayou Wave Pool  
604 W Fairmont Pkwy  
La Porte, TX 77571

### Terms:

Percentage Completed Draws

## SHIP TO

**La Porte Parks & Recreation Department** ☎ 281-470-5138  
Lindsay French ☎ 281-204-5601  
La Porte Little Cedar Bayou Wave Pool  
600 Little Cedar Bayou Drive  
La Porte, TX 77571

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
<b>Preliminary BuyBoard Quote</b>							
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19 Option: 2 Drawing: KPS-26889, Sheets: K.3A, K.3B, KC Date:12.28.2021  95 GPM Estimated Maximum Flow Rate, Area 1 300 GPM Estimated Maximum Flow Rate, Area 2 340-350 GPM Estimated Maximum Flow Rate, Area 3					
<b>Area 1-Dog Ear</b>							
1	C002	ColorCast™ Fling Bucket by Water Odyssey	10-20			\$22,963.00	\$22,963.00
1	W010	Mushroom Maze™ (no Activator). By: Water Odyssey.	30-40			\$5,450.00	\$5,450.00
1	W010-48	Mushroom Maze™ (no Activator), with additional 12" height, By: Water Odyssey.			get quote	\$5,200.00	\$5,200.00
<b>Area 2-Dog Ear</b>							
1	FF-MLPS-W23033	Custom Multi Level Structure. featuring one level of play platform and one slide.				\$245,000.00	\$245,000.00
1	SERVICE	Repair pool floor where water features are installed.in areas 1 and 2.				\$30,000.00	\$30,000.00
<b>Area 3-New SplashPark Area</b>							
2	W056	Gravity Shooter™. By: Water Odyssey	20			\$12,208.00	\$24,416.00
1	FF1005-E	Fun Forms™ Devan Dolphin Slide with special water spray effect by Water Odyssey	30			\$39,240.00	\$39,240.00
1	FF1126-E	Fun Forms™ Tropical Beach Slide with special water spray effect by Water Odyssey	88 GPM @ 15 PSI			\$181,667.00	\$181,667.00
1	FF2013	Fun Forms™ Seabiscuit Aqua Sprayer by Water Odyssey	18 GPM @ 7 PSI			\$15,115.00	\$15,115.00
1	FF2015	Fun Forms™ Olie On A Rock Aqua Sprayer by Water Odyssey	16 GPM @ 15 PSI			\$18,603.00	\$18,603.00
1	FF2016	Fun Forms™ Stanton Sea Turtle Aqua Sprayer by Water Odyssey	40			\$17,440.00	\$17,440.00
1	W009	Touch & Go™ Vibration Bollard, Wired, Hockey Puck Style with handprint by Water Odyssey				\$5,048.00	\$5,048.00
4	W120	Underwater Bubbler™ By Water Odyssey	75			\$3,052.00	\$12,208.00
2827	SPLASH TREAD	SplashTread/AQUAFLEX Aquatic Surfacing by TotTurf				\$25.00	\$70,675.00
2827	SPLASHDECK	Spray Play Pad, 5" thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat), By: Kraftsman	SF			\$14.45	\$40,850.15

Initials \_\_\_\_\_



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1180	CONC5RB	Concrete Perimeter Walkway/Deck, Pad, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			\$13.50	\$15,930.00
2	SPLASHDRAIN	SplashPark Large capacity deck drain 24" square, 8" side outlet, with Fiberglass grate. By Kraftsman	350 GPM		\$2,600.00	\$5,200.00
172	TRENCH DRAIN	Cast concrete trench drain with flexible PVC grate cove, By AquaKraft	8"	choice	\$150.00	\$25,800.00
1	WRHT4	Water Reservoir Holding Tank, 4000 Gallon, Concrete with epoxy coated interior, with access lid and hatch; 1½" Automatic fill valve with wall penetration; overflow and all penetrations as required by project design, delivered by AquaKraft	4000 Gallon		\$30,929.00	\$30,929.00
1	SPK-8-24	Custom SplashPark Kontroller with 8 hard-wired inputs and 24 outputs mounted in a NEMA4XX housing includes 5 years remote cellular access by Kraftsman			\$18,400.00	\$18,400.00
1	WMF-16P	Water distribution Manifold, Flanged 4" Stainless Steel Manifold for Wall Mount Installation w/pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections; (16) discharge assemblies each w/(1) true union ball valve and (1) 24VAC glass filled plastic solenoid valve. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met. By Water Odyssey			\$28,049.00	\$28,049.00
1	AKWFS400	Aquakraft Water Filtration System - 400 GPM			\$60,000.00	\$60,000.00
1	ENCLOSURE1 6X12X8	Chain Link fence enclosure with lockable walk gate and metal roof to protect and cover filtration equipment, pumps, and feature controllers.			\$21,175.00	\$21,175.00
256	CONC5RB	Concrete Pad for Enclosure, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			\$13.50	\$3,456.00
2	KSHADEHIP	Custom Rectangular Hip Suspended Cantilever Shade Canopy, 24x 18x 9 eave height with glide elbows, 2 columns mounted on base plates below surface, by Superior Shade <b>(ESTIMATED INSTALLED COST)</b>			\$30,000.00	\$60,000.00
1274	CONC5RB	Concrete Pad, 28x22 under each Shade Canopy, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			\$13.50	\$17,199.00
4	T6RC	Regal 6 Ft Rectangular Table, 2 Attached 6Ft. Seats, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable by Superior Site Amenities	6'		\$1,128.62	\$4,514.48
1	CONSTDOCS	Construction documentation, plans & submittals by Kraftsman			\$13,334.00	\$13,334.00
1	INSURANCE-AI	Name customer as additional insured on General Liability Policy and processing of coverage.			\$1,334.00	\$1,334.00
4	REMOVE	Remove & Relocate 4 existing Shade Structures AND SLABS... haul off, and proper disposal of existing concrete. By: Kraftsman			\$8,500.00	\$34,000.00
1	MOBILIZATION	Mobilization for SplashPark or Park Area Construction. By: Kraftsman			\$16,667.00	\$16,667.00
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.			\$36,450.00	\$36,450.00
1	CONTINGENC Y	Contingency amount for Removal of Expansive Clay and placement of Select Fill. This may or may not be necessary, amount can vary at time of purchase, and is presented now to help with Cost Estimating.			\$50,000.00	\$50,000.00
1	CONTINGENC Y	10+/- % Contingency amount for future purchase in 2022. Amount includes possible increases in materials, freight, and/or installation costs. . To be re-quoted at time of purchase.			\$50,000.00	\$50,000.00

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Item Subtotal:	\$1,226,312.63
Shipping & Handling:	\$30,714.30
Discount:	-\$286,133.76
Equipment Subtotal:	\$970,893.17
Tax:	\$0.00
Install:	\$244,078.04
<b>Total:</b>	<b>\$1,214,971.21</b>

## Special Terms and Conditions

### Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Shade systems or site amenities.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- SplashDeck top surfacing for slip resistance, colorization, or fall absorbency. SplashDeck shall be Medium Broom Finished concrete for slip resistance.
- Temporary security fence during construction.
- Storm Water Pollution Controls for project site.
- Safety wash station for chemical use area in filtration equipment enclosure if required.
- Removal of existing equipment.

### Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

### Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

### Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

### Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

### Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

### Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

### Bonding Included:

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Initials \_\_\_\_\_



# Kraftsman

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Quote Name: Option 2

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## Building Permits:

- Building permits are not included or provided.
- Engineer stamped plans are not included.
- Submittals and reviews for State of Texas ADA compliance and inspections are not included.

## Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

## Site Work:

- Site preparation for new splashpark is included. Soil stabilization or importing of select fill is not included. Native soils to be utilized for fill necessary.
- Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

## Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

## Installation:

Installation quoted includes: Installation of SplashPark feature foundations, setting features, water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck), connections between activators and controller, drain lines to edge of pad, per standard Kraftsman construction techniques. Installation price does not include concrete pad or surfacing.

## Start Up & System Training:

Service includes one day of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

Initials \_\_\_\_\_





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Quote Name: Option 2

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## Project Completion:

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 6 to 10 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:

Project product submittals reviewed, approved and returned.

- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

## Utilities:

Customer is to plan, permit, and provide installation of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark):

- Electrical service, panel, and connection of electrical service to filtration pump motor starters, chemical controller, and feature Dynamic Sequence Controller. Service is to be 240V, 3 Phase, 100 amp, for pumps and control systems, utility plugs and needed lighting if required. Kraftsman will complete all low voltage connections between control systems and valve manifolds.
- Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.
- City water meter with approved backflow preventer and water line connection to equipment area.

A 1.5" water line is to be provided (the minimum water supply to system is to be 75 GPM, with a minimum of 35 PSI).

Kraftsman will supply automated water fill control system.

- Proper drain line to within 5' of edge of filtration equipment area for backwash discharge from filters and overflow from holding tank. Minimum of 8" size is to be provided.
- Storm drain line to within 5' of holding for overflow. Kraftsman will connect drain boxes from SplashDeck to holding tank.

Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

## Filtration Spec: High Rate Sand Filtration

Pumping, Filtration, and Water Treatment System, self-priming pump with integral large capacity clear top strainer; high rate sand filters with manual backwash valve, connected to Play Feature manifolds, pressure relief "dump" valve connected to holding tank. Chemtrol CH250 Chemical Controller with auto safety shutdown, Liquid Muriatic Acid pH treatment system and Liquid chlorine treatment system. Dynamic Sequencing Controller connected to feature valves, and motor starter.

## Lead Times:

Lead Times are after approval of all Initial submittal info and colors.

Water Odyssey - the lead time for the embed portion to ship is 2 to 3 weeks and 8 to 12 weeks for the rest of features to ship from when the order is placed with the manufacturer.

Initials \_\_\_\_\_



# Kraftsman

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## Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □

Initials \_\_\_\_\_



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73307

Date: 04/20/2022

Project: 26889

Created By: David Ondrias

Quote Name: Option 2

Page 7 of 7

## General Terms and Conditions

**Bill To:**

La Porte Parks and Recreation Department

**Ship To:**

La Porte Parks & Recreation Department

**Terms:**

Percentage Completed Draws

**CONDITIONS OF SALE**

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2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
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Respectfully Submitted \_\_\_\_\_

Date April 20, 2022

David Ondrias

**Acceptance of Proposal:**

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature \_\_\_\_\_

PO#: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT**

**Thank You! We Appreciate Your Business!**



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19535 Haude Road  
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Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73306

Date: 04/20/2022

Project: 26889

Created By: David Ondrias

Quote Name: Option 3

Page 1 of 7

## BILL TO

**La Porte Parks and Recreation** ☎ 281-470-5136  
Tim Miller  
La Porte Little Cedar Bayou Wave Pool  
604 W Fairmont Pkwy  
La Porte, TX 77571

## SHIP TO

**La Porte Parks & Recreation Department** ☎ 281-470-5138  
Lindsay French ☎ 281-204-5601  
La Porte Little Cedar Bayou Wave Pool  
600 Little Cedar Bayou Drive  
La Porte, TX 77571

### Terms:

Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
<b>Preliminary BuyBoard Quote</b>							
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19 Option: 3 Drawing: KPS-26889-3, Sheets: K.3A, K.3B, K.3C Date:03.08.2022 95 GPM Estimated Maximum Flow Rate, Area 1 300 GPM Estimated Maximum Flow Rate, Area 2 256 GPM Estimated Maximum Flow Rate, Area 3					
<b>Area 1-Dog Ear</b>							
1	C002	ColorCast™ Fling Bucket by Water Odyssey	10-20			\$22,963.00	\$22,963.00
1	W010	Mushroom Maze™ (no Activator). By: Water Odyssey.	30-40			\$5,450.00	\$5,450.00
1	W010-48	Mushroom Maze™ (no Activator), with additional 12" height, By: Water Odyssey.				\$6,000.00	\$6,000.00
<b>Area 2-Dog Ear</b>							
1	FF-MLPS-W23033	Custom Multi Level Structure. featuring one level of play platform and one slide.				\$245,000.00	\$245,000.00
1	SERVICE	Repair pool floor where new water features are installed in Areas 1 & 2..				\$30,000.00	\$30,000.00
<b>Area 3-New SplashPark Area</b>							
1	W186-LC	A. Tidal Barrel™, NO CONTROLLER, with top cover. By: Water Odyssey.	7-20			\$40,330.00	\$40,330.00
2	W056	B. Gravity Shooter™. By: Water Odyssey	20			\$12,208.00	\$24,416.00
1	FF2013	C. Fun Forms™ Seabiscuit Aqua Sprayer by Water Odyssey	18 GPM @ 7 PSI			\$15,115.00	\$15,115.00
1	FF2015	D. Fun Forms™ Olie On A Rock Aqua Sprayer by Water Odyssey	16 GPM @ 15 PSI			\$18,603.00	\$18,603.00
1	FF2016	E. Fun Forms™ Stanton Sea Turtle Aqua Sprayer by Water Odyssey	40			\$17,440.00	\$17,440.00
3	FMN-100-CJ	F. Flush Mount Jet with Crown Jet nozzle by Water Odyssey			SS or brass	\$592.00	\$1,776.00
2	FMN-100-SJ	G. Flush Mount Jet with Shower Jet nozzle by Water Odyssey			SS or brass	\$592.00	\$1,184.00
2	FMN-100-JC	H. Flush Mount Jet with Jet Cluster nozzle by Water Odyssey			SS or brass	\$592.00	\$1,184.00
1	W093	I. Water Weave™. By: Water Odyssey.	14			\$4,360.00	\$4,360.00
4	W280	J. Popp Dropp™ By: Water Odyssey.	3			\$1,678.00	\$6,712.00
2	W004C	K. Daddy Long Legs™, Water Conserving. By: Water Odyssey.	7			\$4,376.00	\$8,752.00
2	W085	L. Splash-O-Lator™. By: Water Odyssey.	7			\$1,678.00	\$3,356.00
1	W009	M. Touch & Go™ Vibration Bollard, Wired, Hockey Puck Style with handprint by Water Odyssey				\$5,048.00	\$5,048.00

Initials \_\_\_\_\_



# Kraftsman

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19535 Haude Road  
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**QUOTE #Q73306**

Date: 04/20/2022

Project: 26889

Created By: David Ondrias

Quote Name: Option 3

Page 2 of 7

2	SPLASHDRAIN	N. SplashPark Large capacity deck drain 24" square, 8" side outlet, with Fiberglass grate. By Kraftsman	350 GPM		\$2,600.00	\$5,200.00
1963	SPLASHDECK	Spray Play Pad, 5" thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat), By: Kraftsman	SF		\$14.45	\$28,365.35
1963	KRAFTKOAT W/ DESIGN	KraftKoat Spray Play Deck coating, 1000 SF minimum, modified cementitious top coating concrete overlay. Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color design with choice of colors based on SW color numbers (Kraftsman to approve design, subject to price increase depending on intricacy of layout).	sf	choose up to 4	\$18.40	\$36,119.20
976	CONC5RB	Concrete Perimeter Walkway/Deck, Pad, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			\$13.50	\$13,176.00
1	WRHT4	Water Reservoir Holding Tank, 4000 Gallon, Concrete with epoxy coated interior, with access lid and hatch; 1½" Automatic fill valve with wall penetration; overflow and all penetrations as required by project design, delivered by AquaKraft	4000 Gallon		\$30,929.00	\$30,929.00
1	SPK-8-24	Custom SplashPark Kontroller with 8 hard-wired inputs and 24 outputs mounted in a NEMA4XX housing includes 5 years remote cellular access by Kraftsman			\$18,400.00	\$18,400.00
1	WMF-13P	Water distribution Manifold, Flanged 4" Stainless Steel Manifold for Wall Mount Installation w/pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections; (13) discharge assemblies each w/(1) true union ball valve and (1) 24VAC glass filled plastic solenoid valve. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met. By Water Odyssey			\$23,835.00	\$23,835.00
1	AKWFS400	Aquakraft Water Filtration System - 400 GPM			\$60,000.00	\$60,000.00
1	ENCLOSURE1 6X12X8	Chain Link fence enclosure with lockable walk gate and metal roof to protect and cover filtration equipment, pumps, and feature controllers.			\$21,175.00	\$21,175.00
256	CONC5RB	Concrete Pad for Enclosure, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			\$13.50	\$3,456.00
2	KSHADEHIP	Custom Rectangular Hip Suspended Cantilever Shade Canopy, 24x 18x 9 eave height with glide elbows, 2 columns mounted on base plates below surface, by Superior Shade <b>(ESTIMATED INSTALLED COST)</b>			\$11,350.00	\$22,700.00
4	PIERS36X060	Concrete piers for pavilion & canopy columns, with anchor bolts set if required, with steel rebar reinforcement, By: Kraftsman	36"x60"	7.06	\$2,332.00	\$9,328.00
1262	CONC5RB	Concrete Pad, 28x22 under each Shade Canopy, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			\$13.50	\$17,037.00
4	T6RC	Regal 6 Ft Rectangular Table, 2 Attached 6Ft. Seats, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable by Superior Site Amenities	6'		\$1,128.62	\$4,514.48
1	INSURANCE-AI	Name customer as additional insured on General Liability Policy and processing of coverage.			\$1,334.00	\$1,334.00
1	CONSTDOCS	Construction documentation, plans & submittals by Kraftsman			\$13,334.00	\$13,334.00
4	REMOVE	Remove & Relocate 4 existing Shade Structures AND SLABS... haul off, and proper disposal of existing concrete. By: Kraftsman			\$8,500.00	\$34,000.00
1	MOBILIZATION	Mobilization for SplashPark or Park Area Construction. By: Kraftsman			\$16,667.00	\$16,667.00
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.			\$29,800.00	\$29,800.00

Initials \_\_\_\_\_





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QUOTE #Q73306

Date: 04/20/2022

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Quote Name: Option 3

Page 3 of 7

1	CONTINGENC Y	Contingency amount for Removal of Expansive Clay and placement of Select Fill. This may or may not be necessary, amount can vary at time of purchase, and is presented now to help with Cost Estimating.	\$50,000.00	\$50,000.00
1	CONTINGENC Y	10+/- % Contingency amount for future purchase later in 2022. Amount includes possible increases in materials, freight, and/or installation costs. . To be re-quoted at time of purchase.	\$50,000.00	\$50,000.00

Item Subtotal:	\$947,059.03
Shipping & Handling:	\$30,071.44
Discount:	-\$205,336.28
Equipment Subtotal:	\$771,794.19
Tax:	\$0.00
Install:	\$221,529.79

**Total: \$993,323.98**

## Special Terms and Conditions

### Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Shade systems or site amenities.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- SplashDeck top surfacing for slip resistance, colorization, or fall absorbency. SplashDeck shall be Medium Broom Finished concrete for slip resistance.
- Temporary security fence during construction.
- Storm Water Pollution Controls for project site.
- Safety wash station for chemical use area in filtration equipment enclosure if required.
- Removal of existing equipment.

### Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

### Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

### Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

### Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

### Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Initials \_\_\_\_\_



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Page 4 of 7

## Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

## Bonding Included:

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

## Building Permits:

- Building permits are not included or provided.
- Engineer stamped plans are not included.
- Submittals and reviews for State of Texas ADA compliance and inspections are not included.

## Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

## Site Work:

- Site preparation for new splashpark is included. Soil stabilization or importing of select fill is not included. Native soils to be utilized for fill necessary.
- Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

## Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

## Installation:

Installation quoted includes: Installation of SplashPark feature foundations, setting features, water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck), connections between activators and controller, drain lines to edge of pad, per standard Kraftsman construction techniques. Installation price does not include concrete pad or surfacing.

## Start Up & System Training:

Service includes one day of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

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Page 5 of 7

## Project Completion:

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 6 to 10 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:

Project product submittals reviewed, approved and returned.

- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

## Utilities:

Customer is to plan, permit, and provide installation of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark):

- Electrical service, panel, and connection of electrical service to filtration pump motor starters, chemical controller, and feature Dynamic Sequence Controller. Service is to be 240V, 3 Phase, 100 amp, for pumps and control systems, utility plugs and needed lighting if required. Kraftsman will complete all low voltage connections between control systems and valve manifolds.
- Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.
- City water meter with approved backflow preventer and water line connection to equipment area.

A 1.5" water line is to be provided (the minimum water supply to system is to be 75 GPM, with a minimum of 35 PSI).

Kraftsman will supply automated water fill control system.

- Proper drain line to within 5' of edge of filtration equipment area for backwash discharge from filters and overflow from holding tank. Minimum of 8" size is to be provided.
- Storm drain line to within 5' of holding for overflow. Kraftsman will connect drain boxes from SplashDeck to holding tank.

Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

## Filtration Spec: High Rate Sand Filtration

Pumping, Filtration, and Water Treatment System, self-priming pump with integral large capacity clear top strainer; high rate sand filters with manual backwash valve, connected to Play Feature manifolds, pressure relief "dump" valve connected to holding tank. Chemtrol CH250 Chemical Controller with auto safety shutdown, Liquid Muriatic Acid pH treatment system and Liquid chlorine treatment system. Dynamic Sequencing Controller connected to feature valves, and motor starter.

## Lead Times:

Lead Times are after approval of all Initial submittal info and colors.

Water Odyssey - the lead time for the embed portion to ship is 2 to 3 weeks and 8 to 12 weeks for the rest of features to ship from when the order is placed with the manufacturer.

Initials \_\_\_\_\_



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12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted \_\_\_\_\_

Date April 20, 2022

David Ondrias

**Acceptance of Proposal:**

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature \_\_\_\_\_

PO#: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT**

**Thank You! We Appreciate Your Business!**