



CITY COUNCIL AGENDA

NOTICE OF WORKSHOP

Tuesday, April 17, 2012

5:30 p.m.

Council Chamber - City Hall

Daniel P. Moore Community Center Complex

1900 Billy G. Webb

Portland, Texas

This workshop may be adjourned before the Regular City Council Meeting begins at 7:00 p.m. and reconvened after the Regular City Council meeting ends.

1. **CALL TO ORDER:** MAYOR KREBS
2. **EXECUTIVE SESSION:** THE CITY COUNCIL WILL CONDUCT AN EXECUTIVE SESSION ACCORDING TO 551.087 (DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATION) OF THE TEXAS LOCAL GOVERNMENT CODE - MAYOR KREBS, CITY MANAGER AND ASSISTANT CITY MANAGER

NO ACTION WILL BE TAKEN AT THE CONCLUSION OF THIS EXECUTIVE SESSION
3. **FINANCE ISSUES:** THE CITY COUNCIL WILL DISCUSS A MULTITUDE OF FINANCE ISSUES INCLUDING BUT NOT LIMITED TO THE 2010-2011 FISCAL YEAR COMPREHENSIVE ANNUAL FINANCIAL REPORT AND THE SECOND QUARTERLY FINANCE REPORT OF THE 2011-2012 FISCAL YEAR - DIRECTOR OF FINANCE
4. **STAFFING AND PAY ISSUES:** THE CITY COUNCIL WILL DISCUSS STAFFING AND PAY ISSUES (PROPOSED PAY PLAN AND METHODS OF

PAY GRADE ADVANCEMENT) FOLLOWING A STAFF PRESENTATION -
CITY MANAGER AND ASSISTANT TO THE CITY MANAGER

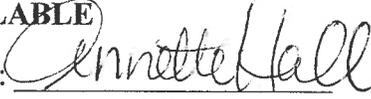
5. **ADJOURNMENT**: MAYOR KREBS

NOTICE OF ASSISTANCE

If you plan to attend this public meeting and you have a disability that requires special arrangements to be made, please contact City Secretary Annette Hall 361-777-4513 or annette.hall@portlandtx.com in advance of the meeting. Reasonable accommodations will be made to facilitate your participation. City Hall is wheelchair accessible and specially marked parking spaces are located in front of its entrance. Special seating will be provided in the Council Chamber during the meeting.

BRAILLE IS NOT AVAILABLE

Posted: April 13, 2012 by 5 p.m.
Portland City Hall

By: 
Annette Hall
City Secretary



CITY COUNCIL AGENDA

NOTICE OF REGULAR MEETING

Tuesday, April 17, 2012

7:00 p.m.

City Hall - Council Chamber

Daniel P. Moore Community Center Complex

1900 Billy G. Webb Drive

Portland, Texas

A. PROCEDURAL MATTERS, HONORS AND RELATED NON-ACTION ITEMS:

- 1. CALL TO ORDER: MAYOR KREBS**
- 2. INVOCATION AND PLEDGE: MAYOR KREBS OR DESIGNEE**
- 3. FORMAL ANNOUNCEMENTS, RECOGNITION, PRESENTATIONS AND REPORTS THAT MAY BE DISCUSSED:**
 - WINDFEST 2012 REMINDER - MAYOR KREBS
 - RECOGNITION OF AQUATICS CENTER TEAM (AQUATICS SPECIALIST AND LIFE GUARDS) - DIRECTOR OF PARKS AND RECREATION
 - DOYLE ADDITION/NUECES BAY SUBDIVISION SANITARY SEWER CONSTRUCTION PROJECT UPDATE - DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT
 - PRESENTATION OF BROADWAY/NORTHSHORE BOULEVARD OUTFALL SYSTEM IMPACT FEE ANALYSIS AND RECOMMENDATION - DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT
- 4. CITY COUNCIL AND STAFF COMMENTS CONCERNING ITEMS OF COMMUNITY INTEREST THAT MAY NOT BE DISCUSSED:**

Members of the City Council may present reports regarding “items of community interest” and/or be presented reports from the Staff regarding “items of community interest,” provided no action is taken or discussed. “Items of community interest” include the following:

- Expressions of thanks, congratulations, or condolence
- Information regarding holiday schedules
- Honorary recognition of city officials, employees, or other citizens
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee
- Announcements involving imminent threats to the public health and safety of the city

B. ACTION ITEMS, RESOLUTIONS AND ORDINANCES:

Members of the audience who wish to (1) comment on issues concerning an agenda item, (2) present questions concerning an agenda item, (3) request assistance concerning an agenda item or (4) propose regulatory changes concerning an agenda item, must comply with the following rules of procedure:

- Persons who wish to speak must fill out and turn in a speaker card before the meeting is convened (The Mayor will notify you when it’s your turn to speak and direct you to the podium)
- Persons who wish to speak must identify themselves and their places of residence
- All comments, requests and proposals must be presented to or through the Mayor
- Persons who wish to speak will be given 4 minutes to do so

OLD BUSINESS

5. **MINUTES OF PREVIOUS MEETING:** THE CITY COUNCIL WILL CONSIDER THE MINUTES OF ITS APRIL 3, 2012 WORKSHOP AND REGULAR MEETING - MAYOR KREBS AND CITY SECRETARY
6. **COMPREHENSIVE ANNUAL FINANCIAL REPORT:** THE CITY COUNCIL WILL CONSIDER FORMAL ACCEPTANCE OF THE 2010-2011 FISCAL YEAR COMPREHENSIVE ANNUAL FINANCIAL REPORT WHICH WAS PRESENTED BY THE CONSULTING CITY AUDITOR AT THE APRIL 3, 2012 REGULAR CITY COUNCIL MEETING - DIRECTOR OF FINANCE
7. **PROPOSED PAY PLAN:** THE CITY COUNCIL WILL CONSIDER THE RESULTS OF A CLASSIFICATION/COMPENSATION STUDY AND PROPOSED PAY PLAN DEVELOPED BY THE WATERS CONSULTING GROUP WITH A MAY 1, 2012 IMPLEMENTATION DATE - CITY MANAGER AND ASSISTANT TO THE CITY MANAGER
8. **ORDINANCE NO. 2050 - AMENDING THE EXCLUSIVE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT GRANTED**

TO REPUBLIC SERVICES: THE CITY COUNCIL WILL CONSIDER THE SECOND (FINAL) READING OF ORDINANCE NO. 2050 WHICH APPROVES THE SECOND AMENDMENT OF THE EXCLUSIVE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT GRANTED TO REPUBLIC SERVICES - ASSISTANT TO THE CITY MANAGER

NEW BUSINESS

9. RESOLUTION NO. 650 - SUSPENDING IMPLEMENTATION OF THE CENTERPOINT ENERGY GAS RELIABILITY INFRASTRUCTURE PROGRAM SURCHARGE:

THE CITY COUNCIL WILL CONSIDER RESOLUTION NO. 650 WHICH SUSPENDS IMPLEMENTATION OF THE CENTERPOINT ENERGY GAS RELIABILITY INFRASTRUCTURE SURCHARGE AND AUTHORIZES ORGANIZED INQUIRY AS WELL AS OPPOSITION - ASSISTANT TO THE CITY MANAGER

10. RESOLUTION NO. 651 - APPROVING ADVANCE FUNDING

AGREEMENTS: THE CITY COUNCIL WILL CONSIDER RESOLUTION NO. 651 WHICH APPROVES ADVANCE FUNDING AGREEMENTS ASSOCIATED WITH THE BUDDY GANEM IMPROVEMENT PROJECT(MEMORIAL PARKWAY CONSOLIDATION/INTERSECTION - \$162,787.80 AND STREET LIGHT INSTALLATION - \$53,675.60) - DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT

11. PURCHASE OF FINGERPRINT TECHNOLOGY: THE CITY COUNCIL WILL CONSIDER THE PURCHASE OF FINGERPRINT TECHNOLOGY (LIVE SCAN HARDWARE/SOFTWARE - \$35,469) FOR THE POLICE DEPARTMENT - ASSISTANT CITY MANAGER

C. CITIZEN COMMENTS, QUESTIONS, REQUESTS AND PROPOSALS NOT APPEARING ON THE AGENDA:

Members of the audience who wish to (1) comment on issues for which there is no item on this agenda, (2) present questions for which there is no item on this agenda, (3) request assistance for which there is no item on this agenda or (4) propose regulatory changes for which there is no item on this agenda, must comply with the following rules of procedure:

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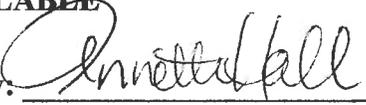
D. ADJOURNMENT: MAYOR KREBS

NOTICE OF ASSISTANCE

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BRAILLE IS NOT AVAILABLE

Posted: April 13, 2012 by 5:00 p.m.
Portland City Hall

By: 
Annette Hall
City Secretary

**CITY OF PORTLAND
CITY COUNCIL
WORKSHOP MINUTES
APRIL 3, 2012 – 5:45 P.M.**

On this the 3rd day of April 2012, the Council of the City of Portland convened in workshop session at 5:45 p.m. in the Council Chambers of City Hall, Daniel P. Moore Community Center Complex and notice of regular workshop giving the time, place and date and subject having been posted as described by Section 551 of the Government Code.

MEMBERS PRESENT:

David Krebs	Mayor
John Green	Mayor Pro Tem
Ron Jorgensen	Council Member
Cathy Skurow	Council Member
John Vilo	Council Member
Gary Moore, Sr.	Council Member

MEMBERS ABSENT:

David Lewis	Council Member
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STAFF PRESENT:

Mike Tanner	City Manager
Randy Wright	Assistant City Manager
Sandy Clarkson	Finance Director
Kristin Connor	Director of Park and Recreation
Tim Vanlandingham	Fire Chief
Cesario Vela	Utilities Superintendent
Polly Wright	Director of Utility Billing
Michel Weaver	Assistant to the City Manager
Annette Hall	City Secretary

And with a quorum being present, the following business was transacted:

This workshop may be adjourned before the Regular City Council Meeting begins at 7:00 p.m. and reconvened after the Regular City Council meeting ends.

1. **CALL TO ORDER:** MAYOR KREBS

Mayor Krebs called the workshop to order at 5:45 p.m.

2. **COMPENSATION ISSUES:** THE CITY COUNCIL WILL DISCUSS THE RESULTS OF THE COMPENSATION STUDY, PROPOSED PAY PLAN AND PROPOSAL FOR PERFORMANCE MANAGEMENT ELEMENT - CITY MANAGER, ASSISTANT TO THE CITY MANAGER AS WELL AS A CONSULTING CITY COMPENSATION SPECIALIST (WATERS CONSULTING GROUP)

Assistant to the City Manager Michel Weaver explained that in order to ensure the City's pay plan exhibits external equity (market competitiveness) and internal equity (fairness) the City engaged Waters Consulting Group in July 2011 to conduct a Classification and Compensation Study. The product of the study is the proposed pay structure and implementation plan.

Consulting City Compensation Specialist T.L. Cox of Waters Consulting Group then presented the results of the study that included the following key deliverables:

- Job evaluation system
- Salary data collection and analysis
- Market comparisons
- Development of market-sensitive pay structures
- Implementation plan and guidelines for future administration

Council, Staff and Consulting City Compensation Specialist T.L. Cox discussed the key deliverables.

At 6:58 p.m. Council recessed the workshop to conduct its regular meeting and will reconvene to continue discussion on Item No. 2 and 3 **COMPENSATION ISSUES and QUARTERLY STRATEGIC PLANNING RETREAT:**

Council reconvened at 8:30 p.m.

Mayor Krebs announced that Item No. 3 **QUARTERLY STRATEGIC PLANNING RETREAT** would be discussed before continuing with Item No. 2 **COMPENSATION ISSUES.**

3. **QUARTERLY STRATEGIC PLANNING RETREAT:** THE CITY COUNCIL WILL DISCUSS A SCHEDULE AND PLANS FOR THE SECOND QUARTERLY STRATEGIC PLANNING RETREAT OF THE 2011-2012 FISCAL YEAR - CITY MANAGER

Council discussed conducting the next Quarterly Strategic Planning Retreat on Thursday, April 26, 2012 at 5:30 p.m.

Council then continued discussion on Item No. 2 **COMPENSATION ISSUES**.

Council, Staff and Waters Consulting Group Consulting City Compensation Specialist T.L. Cox discussed the proposed pay plan results, possible implementation and review of performance management to be discussed at a later date.

4. **ADJOURNMENT**: MAYOR KREBS

Mayor Krebs adjourned the workshop at 9:33 pm.

NOTICE OF ASSISTANCE:

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BRAILLE IS NOT AVAILABLE

Approved:

David Krebs
Mayor

Attest:

Annette Hall
City Secretary

**CITY OF PORTLAND
CITY COUNCIL
REGULAR MEETING
APRIL 3, 2012 – 7:00 P.M.**

On this the 3rd day of April 2012, the Council of the City of Portland convened in a regular meeting session at 7:00 p.m. in the Council Chambers of City Hall, Daniel P. Moore Community Center Complex and notice of regular meeting giving the time, place and date and subject having been posted as described by Section 551 of the Government Code.

MEMBERS PRESENT:

David Krebs	Mayor
John Green	Mayor Pro Tem
Ron Jorgensen	Council Member
Cathy Skurow	Council Member
John Vilo	Council Member
Gary Moore, Sr.	Council Member

MEMBERS ABSENT:

David E. Lewis	Council Member
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STAFF PRESENT:

Mike Tanner	City Manager
Randy Wright	Assistant City Manager
Sandy Clarkson	Finance Director
Kristin Connor	Director of Park and Recreation
Polly Wright	Director of Utility Billing
Michel Weaver	Assistant to the City Manager
Annette Hall	City Secretary

And with a quorum being present, the following business was transacted:

A. PROCEDURAL MATTERS, HONORS AND RELATED NON-ACTION ITEMS:

1. **CALL TO ORDER:** MAYOR

Mayor Krebs called the meeting to order at 7:00 pm.

2. **INVOCATION AND PLEDGE:** MAYOR OR DESIGNEE

Council Member Vilo gave the invocation and Mayor Krebs led the Pledge of Allegiance.

3. FORMAL ANNOUNCEMENTS, RECOGNITION, PRESENTATIONS AND REPORTS THAT MAY BE DISCUSSED:

- PREVIEW OF WINDFEST 2012 - REPRESENTATIVES OF PORTLAND CHAMBER OF COMMERCE

Chamber of Commerce President Pattie Cass Strain gave a brief preview of the upcoming 2012 Windfest event scheduled for April 19 through April 22nd.

- PROCLAMATION DECLARING APRIL 2012 TO BE “CHILD ABUSE AWARENESS AND PREVENTION MONTH” - MAYOR KREBS

Mayor Krebs read and presented a signed copy of the Proclamation declaring April 2012 to be “Child Abuse Awareness and Prevention Month” to members of the San Patricio County Welfare Board.

- REPORT ON PROPOSED RATE INCREASE FOR NATURAL GAS SERVICE (CENTERPOINT ENERGY) - ASSISTANT TO CITY MANAGER

Assistant to the City Manager Michel Weaver reported that CenterPoint Energy submitted a statement for the purpose of establishing a gas reliability infrastructure program (GRIP) interim rate adjustment effective in May. The Railroad Commission authorizes cities to adopt a resolution to implement a 45 day suspension of the rate increase in order to permit adequate time to review the proposed changes.

- PRESENTATION OF APRIL 2012 MEETING SCHEDULE - CITY SECRETARY

City Secretary Annette Hall presented the following April 2012 meeting schedule:

- Parks & Recreation Advisory Board
April 4th (Wed) at 4 pm at the Community Center
- Planning and Zoning Commission
April 10th (Tues) at 7 pm here at City Hall in the Council Chambers
- Senior Advisory Board
April 19th (Thurs) at 2 pm at the Senior Citizens Center
- City Council & Planning & Zoning Commission Joint Workshop
April 24th (Tues) at 6:00 pm at City Hall in the Council Chambers
- City Council Quarterly Strategic Planning Retreat – tentative date
April 30th (Mon) at 5:30 pm here at in the Council Chambers

- REPORT ON GOOD FRIDAY HOLIDAY SCHEDULE (FACILITIES AND SERVICES) - DIRECTOR OF UTILITY BILLING

Utility Billing Director Polly Wright presented the Facilities and Services schedule for the Good Friday Holiday.

4. CITY COUNCIL AND STAFF COMMENTS CONCERNING ITEMS OF COMMUNITY INTEREST THAT MAY NOT BE DISCUSSED:

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- Announcements involving imminent threats to the public health and safety of the city

Council Member Skurow commented that she had a great time on her vacation.

Mayor Pro Tem Green announced that Habitat for Humanity’s Annual Fundraiser will be held on April 27th in Sinton.

Council Member Moore invited everyone to the Airplane Show that will be held on April 7, 2012 at T.P. McCampbell Airport.

Council Member Vilo wished everyone a blessed holiday.

Mayor Krebs thanked Mayor Pro Tem Green for officiating the March 20th regular meeting during his absence.

B. ACTION ITEMS, RESOLUTIONS AND ORDINANCES:

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- All comments, requests and proposals must be presented to or through the Mayor
- Persons who wish to speak will be given 4 minutes to do so

There were none.

OLD BUSINESS

5. **MINUTES OF PREVIOUS MEETING:** THE CITY COUNCIL WILL CONSIDER THE MINUTES OF ITS MARCH 20, 2012 REGULAR MEETING - MAYOR KREBS AND CITY SECRETARY

Council Member Jorgensen made the motion to approve the minutes of the March 20, 2012 regular meeting as presented. Council Member Moore seconded the motion.

The motion passed 6-0.

6. **FINANCING PLAN:** CONSIDERATION AND APPROVAL OF A FINANCING PLAN FOR THE ISSUANCE OF UTILITY SYSTEM REVENUES & REFUNDING BONDS, SERIES 2012; AUTHORIZING STAFF AND CONSULTANTS TO PROCEED WITH DOCUMENT PREPARATION - DIRECTOR OF FINANCE AND CONSULTING CITY FINANCIAL ADVISOR

Finance Director Sandy Clarkson explained introduced Consulting City Financial Advisor Victor Quiroga who presented a Financing Plan for approximately \$8,065,000 Utility System Revenue & Refunding Bonds, S 2012. The bond sale provides proceeds for projects relating to the Utility System and the refinance of the Series 2004 bonds for interest cost savings by achieving a minimum PV Savings Ratio of 3% while also maintain the original payoff date of 9/1/2025.

The Uses of Funds and Financing Plan Timeline are as follows:

Uses of Funds

- Water & Sewer Line Replacement
- Automated Water Meter Replacement Program
- Software (repaid in the first 3 years)
- Refinancing of the S-2004 Bonds

Financing Plan Timeline

- April 3, 2012 - City Council Considers a Financing Plan to sell Utility System Revenue Bonds
- May 1, 2012 – City sells bonds and City Council locks-in a fixed interest rate
- June 6, 2012 – Bond proceeds delivered to City’s project fund

Mayor Pro Tem Green made the motion to approve a financing plan for the Issuance of Utility System Revenues & Refunding Bonds, Series 2012; authorizing Staff and Consultants to proceed with document preparation. Council Member Moore seconded the motion.

The motion passed 6-0.

7. PLAN TO FUND COMMUNITY CENTER ROOF RE-ROOF: THE CITY COUNCIL WILL CONSIDER A PLAN TO FUND THE RE-ROOF OF THE COMMUNITY CENTER (\$467,247 TOTAL PROJECT COST) - DIRECTOR OF FINANCE

Finance Director Sandy Clarkson explained that in 2011 the City engaged the architectural firm of Solka Nava Torno to conduct a thorough analysis of the conditions and identification of the deficiencies of the roof in order to recommend a comprehensive plan to repair or replace it. The plan to move forward was approved by Council. Bids were solicited and the contract was awarded to Haeber Roofing on December 20, 2011. The plan to fund the re-roof of the Community Center Project needs to be formally approved.

She then presented the following Project Budget and Source of Funds Plan.

Project Budget

Solka Nava Torno – Architect Fees	\$ 34,400
Architect’s Expenses	\$ 2,500
Haeber Roofing Construction Contract	\$430,000
Attorney Fees	\$ 280
TML Builders Risk Insurance	<u>\$ 67</u>
 Total Project Cost	 \$467,247

Source of Funds

• 4b Eco. Dev. Tax Committed to Fund Balance	\$164,000
• 4b Eco Dev. Tax Construction Fund	\$108,500
• Hotel Occupancy Tax Restricted Fund Balance	\$ 93,580
• Venue Tax Committed Fund	<u>\$101,420</u>
 Total of Funds Dedicated to Roof Repairs	 \$467,500

Council and Staff discussed the project budget and the proposed source of funds.

Council Member Jorgensen made the motion to approve the Source of Funds plan to fund the re-roof of the Community Center for a total project cost of \$467,247 as presented. Council Member Skurow seconded the motion.

The motion passed 6-0.

NEW BUSINESS

8. **COMPREHENSIVE ANNUAL FINANCIAL REPORT:** THE CITY COUNCIL WILL CONSIDER THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE 2010-2011 FISCAL YEAR FOLLOWING ITS PRESENTATION BY THE CONSULTING CITY AUDITOR - DIRECTOR OF FINANCE AND CONSULTING CITY AUDITOR

Finance Director Sandy Clarkson explained that the Firm of Lovvorn & Kieschnick has completed the audit of the financial statement for the year ended September 30, 2011. She then introduced Consulting City Auditor, Frank Lovvorn of Lovvorn Keischnick.

Mr. Lovvorn reported that the audit of the financial statements of the City of Portland for the year ending September 30, 2011 was conducted in accordance with auditing standards generally accepted in the United State of America, Government Auditing Standards issued by the Comptroller General of the United States. Those standards require an audit be performed to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting, or misappropriation of assets. The audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements and the audit conducted accomplished that objective. Mr. Lovvorn then presented and reviewed with the City Council the Comprehensive Annual Financial Report.

Council Member Jorgensen made the motion to table this item for further discussion and consideration at the next regular meeting. Council Member Moore seconded the motion.

The motion passed 6-0.

9. **PROPOSED PAY PLAN:** THE CITY COUNCIL WILL CONSIDER THE RESULTS OF A CLASSIFICATION/COMPENSATION STUDY AND A PROPOSED PAY PLAN DEVELOPED BY THE WATERS CONSULTING GROUP - CITY MANAGER, ASSISTANT TO THE CITY MANAGER AND A REPRESENTATIVE OF THE WATERS CONSULTING GROUP

Council Member Vilo made the motion to table this item for further discussion at the next regular meeting. Council Member Skurow seconded the motion.

The motion passed 6-0.

10. ORDINANCE NO. 2050 - AMENDING THE EXCLUSIVE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT GRANTED TO REPUBLIC SERVICES: THE CITY COUNCIL WILL CONSIDER THE FIRST READING OF ORDINANCE NO. 2050 WHICH APPROVES THE SECOND AMENDMENT OF THE EXCLUSIVE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT GRANTED TO REPUBLIC SERVICES - ASSISTANT TO THE CITY MANAGER

Assistant to the City Manager Michel Weaver explained that On February 7, 2012 the City Council passed Resolution No. 645 authorizing automated solid waste and single-stream recycling. The proposed Ordinance No. 2050 does the following:

- Amends the franchise agreement with Republic Services to provide automated once per week pickup of solid waste and once every other week pickup of recycling
- Amends the current franchise agreement, with a starting date of July 1, 2012

Utility customer fees for residential solid waste and recycling will be reduced by \$3.34 per month. The fees payable to the Contractor shall not be adjusted prior to October 1, 2014.

Council, Staff and Republic Services Representative Mike Reeves discussed the implementation date, Phase 1 – ordering the carts, Phase 2 – ordering the trucks and various ways to educate the residents.

Mayor Pro Tem Green made the motion to approve the first reading of Ordinance No. 2050 amending the Exclusive Solid Waste Collection and Disposal Franchise Agreement granted to Republic Services. Council Member Skurow seconded the motion.

The motion passed 5-1 with Council Member Moore voting against.

Mayor Krebs read the following caption.

ORDINANCE NO. 2050

AN ORDINANCE AMENDING THE “CITY OF PORTLAND, TEXAS CONTRACT DOCUMENTS AND SPECIFICATIONS FOR SOLID WASTE COLLECTION AND DISPOSAL” ADOPTED BY ORDINANCE NO.1182; AMENDING THE SERVICE PROVIDED BY REPUBLIC SERVICES TO AUTOMATED ONE (1) TIME PER WEEK SOLID WASTE PICKUP AND RECYCLE PICKUP EVERY OTHER WEEK; MODIFYING THE SERVICE REQUIREMENTS, TERMS AND CONDITIONS OF THE EXCLUSIVE SOLID WASTE (COLLECTION AND DISPOSAL) FRANCHISE WITH REPUBLIC SERVICES; PROVIDING A PENALTY FOR VIOLATIONS;

**PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT
HEREWITH; PROVIDING A SEVERABILITY CLAUSE, REQUIRING
PUBLICATION AND ESTABLISHING
AN EFFECTIVE DATE**

- 11. CITIZEN SATISFACTION SURVEY: THE CITY COUNCIL WILL CONSIDER ENGAGING A MARKETING FIRM (ETC INSTITUTE - \$12,100) TO CONDUCT A 2012 CITIZEN SATISFACTION SURVEY WITH MAPPING - ASSISTANT TO THE CITY MANAGER**

Assistant to the City Manger Michel Weaver explained that staff is recommending a 2012 Citizen Satisfaction Survey be conducted. The last comprehensive survey was conducted in 2007. Staff researched the three following competitive companies to determine the best fit for the City:

- ETC Institute
- Creative Consumer Research
- National Research Center

Staff is recommending engaging ETC Institute who has the lowest base bid. ETC Institute provides the Design, Administration and Report Findings at a basic cost of \$9,650 which is the lowest of the three marketing firms. The two other marketing firms cost, \$11,300 and \$10,300 respectively.

Ms. Weaver added that Staff also recommends adding Geocoding and GIS Maps of Survey results. ETC is the only firm that provides this enhancement for an addition cost of \$2,450 for a total cost of \$12,100. The GIS Mapping represents the results by location by pinpointing areas of the City that are doing well or need additional attention. The survey will consist of 400 confirmed telephone calls and will take 6 to 8 weeks once the questionnaire is tailored to the City of Portland.

Council and Staff discussed the number of surveys that will be conducted and the advantages of Geocoding and GIS Mapping.

Council Member Moore made the motion engaging marketing firm ETC Institute for \$12,100 to conduct a 2012 Citizens Satisfaction Survey with Mapping. Mayor Pro Tem Green seconded the motion.

The motion passed 6-0.

- 12. MAJOR TECHNOLOGY PURCHASE: THE CITY COUNCIL WILL CONSIDER A MAJOR TECHNOLOGY PURCHASE (COMPUTER HARDWARE, SOFTWARE AND ASSOCIATED SERVICES - \$497,578) THAT IMPROVES THE EFFICIENCY AND EFFECTIVENESS OF DAY TO DAY MUNICIPAL SERVICE DELIVERY - ASSISTANT CITY MANAGER**

Assistant to the City Manager Randy Wright explained that the major technology purchase will be funded through the City of Portland Utility System Revenue and Refunding Bonds Series 2012. The original projected cost of all projects was \$500,000. The final projections cost have been reduced to \$497,578. He then reviewed and explained the selection process for each of the projects.

The purchase cost includes software, hardware and associated technology as follow:

• Development Services, Code Enforcement and Public Works Project	\$ 78,458
• Completion of Police Software Project 2011 (includes \$85,230 described herein)	338,527
• Upgrade of Laserfiche System	32,739
• Fire Department Software/Hardware Project	<u>47,854</u>
Total Projects Costs	\$497,578

Council Member Vilo made the motion to approve major technology purchase (computer hardware, software and associated services for \$497,578 that improves the efficiency and effectiveness of day to day Municipal Services deliver. Council Member Jorgensen seconded the motion.

The motion passed 6-0.

**C. CITIZEN COMMENTS, QUESTIONS, REQUESTS AND PROPOSALS
NOT APPEARING ON THE AGENDA:**

Members of the audience who wish to (1) comment on issues for which there is no item on this agenda, (2) present questions for which there is no item on this agenda, (3) request assistance for which there is no item on this agenda or (4) propose regulatory changes for which there is no item on this agenda, must comply with the following rules of procedure:

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There were none.

D. ADJOURNMENT: MAYOR

Mayor Pro Tem Green adjourned the meeting at 7:39 p.m.

E. NOTICE OF ASSISTANCE:

If you plan to attend this public meeting and you have a disability that requires special arrangements to be made, please contact City Secretary Annette Hall (361-777-4513 or annette.hall@portlandtx.com) in advance of the meeting. Reasonable accommodations will be made to facilitate your participation. The City Hall is wheelchair accessible and specially marked parking spaces are located in front of its entrance. Special seating will be provided in the Council Chamber during the meeting.

BRAILLE IS NOT AVAILABLE

Approved:

David Krebs
Mayor

Attest:

City Secretary

REGULAR MEETING AGENDA BILL

AGENDA ITEM: **ACCEPTANCE OF THE 2011 COMPREHENSIVE ANNUAL FINANCIAL REPORT:** THE CITY COUNCIL WILL CONSIDER ACCEPTANCE OF THE FINANCIAL REPORT OF FISCAL YEAR 2011

SUBMITTED BY: Sandy Clarkson, Finance Director 

SUBMISSION DATE: April 10, 2012 **FOR THE AGENDA OF:** April 17, 2012

SUMMARY STATEMENT: The City's independent auditor, Frank Lovvorn of the accounting firm of Lovvorn & Kieschnick, presented the results of the financial audit completed on fiscal 2010-2011 at the last City Council meeting. At that time, acceptance of the Comprehensive Annual Financial Report (the CAFR) was tabled to allow further review of the Report.

During the workshop portion of the April 17 meeting, a discussion on the document and how it ties to our budget planning process is scheduled.

Council members are encouraged to bring their copy of the 2011 CAFR with them to the meeting to facilitate note-taking. ☺!

STAFF RECOMMENDATION: Staff recommends acceptance of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2011.

REGULAR MEETING AGENDA BILL

AGENDA ITEM: PROPOSED PAY PLAN: THE CITY COUNCIL WILL CONSIDER THE RESULTS OF A CLASSIFICATION/COMPENSATION STUDY AND PROPOSED PAY PLAN DEVELOPED BY THE WATERS CONSULTING GROUP WITH A MAY 1, 2012 IMPLEMENTATION DATE - CITY MANAGER AND ASSISTANT TO THE CITY MANAGER

SUBMITTED BY: Mike Tanner, City Manager **DATE:** April 13, 2012

ATTACHMENTS: - Proposed pay plan
- Pay increases by job title

SUMMARY STATEMENT: A proposed pay plan with a May 1, 2012 implementation date and a 2011-2012 Fiscal Year cost of \$70,872 including benefits (22 CoP employees will receive pay increases required for new pay grade placement) has been attached for your consideration. As you were informed during the April 3, 2012 City Council workshop, the proposed pay plan achieves virtually all CoP objectives originally envisioned when the Waters Consulting Group was engaged:

- It properly classifies all positions
- It ensures external competitiveness
- It ensures internal equity
- It promotes retention and improves recruitment
- It minimizes pay related grievances, the potential for EOC complaints and pay related litigation
- It's objective 3rd party development, based on a systematic and statistical construction, provides the CoP with useful evidence in the event an EOC complaint or employment lawsuit is formally filed

The Staff will address this and related issues during the April 17, 2012 City Council workshop. Hopefully, we make you feel comfortable enough to support implementation.

RECOMMENDATION: Adopt a motion approving the proposed pay plan, its May 1, 2012 implementation and associated cost

EMPLOYEES WHO WILL BE INCREASED DUE TO PROPOSED PAY RANGE

<u>POSITION</u>	<u>CURRENT SALARY</u>	<u>NEW SALARY</u>	<u>INCREASE</u>
Reservations Manager	\$29,245	\$30,577	\$1,332
Street Supervisor	\$34,091	\$36,998	\$2,907
Court Administrator	\$34,424	\$36,998	\$2,574
Division Coordinator	\$36,858	\$36,998	\$ 141
Aquatics Specialist	\$31,824	\$40,698	\$8,874
Parks Maintenance Supervisor	\$38,730	\$40,698	\$1,968
Youth Services Supervisor	\$40,622	\$40,698	\$ 76
Records & Comm. Supervisor	\$36,358	\$44,787	\$8,409
Chief Plant Operator	\$45,386	\$49,692	\$4,307
Assistant to the City Manager	\$54,080	\$55,655	\$1,575
Senior Accountant	\$54,080	\$55,655	\$1,575
Library Director	\$62,303	\$62,891	\$ 587
Captain	\$50,706	\$52,672	\$1,966
Fire Captain (2)	\$50,706	\$52,672	\$1,966
Patrol Sergeant (2)	\$50,710	\$52,672	\$1,961
Sergeant Detective	\$50,710	\$52,672	\$1,961
Sergeant/MIS Technician	\$50,710	\$52,672	\$1,961
Asst Fire Chief/Fire Marshal	\$55,700	\$58,904	\$3,204
Lieutenant (2)	\$55,702	\$58,904	\$3,201
TOTAL POSITIONS = 22		TOTAL COST =	\$57,676

**CITY OF PORTLAND, TEXAS PAY RANGES AND HOURLY RATES
NON-PUBLIC SAFETY PAY SCHEDULE**

Grade	Pay Frequency	Pay Range			Job Title
		Minimum	Midpoint	Maximum	
610	Annual Hourly	\$19,817.47 \$9.53	\$24,276.40 \$11.67	\$28,735.33 \$13.82	Dist/Coll Maintenance Worker Meter Reader Parks Maintenance Worker Street Maintenance Worker
611	Annual Hourly	\$21,006.51 \$10.10	\$25,732.98 \$12.37	\$30,459.45 \$14.64	
612	Annual Hourly	\$22,476.97 \$10.81	\$27,534.29 \$13.24	\$32,591.61 \$15.67	Building Maintenance Supervisor Children's & Acquisition Librarian Circulation & Processing Librarian Plant Maintenance Worker Police Records Clerk Utility Billing Clerk
613	Annual Hourly	\$24,050.36 \$11.56	\$29,461.69 \$14.16	\$34,873.02 \$16.77	Municipal Court Clerk Cataloging/Reference/ILL
614	Annual Hourly	\$25,974.39 \$12.49	\$31,818.62 \$15.30	\$37,662.86 \$18.11	
615	Annual Hourly	\$28,052.34 \$13.49	\$34,364.11 \$16.52	\$40,675.89 \$19.56	Animal Control Officer Police Dispatcher
616	Annual Hourly	\$30,577.05 \$14.70	\$37,456.88 \$18.01	\$44,336.72 \$21.32	Accounting Assistant Administrative Secretary Plant Maintenance Crewleader Reservations Manager Vehicle Maintenance Tech
617	Annual Hourly	\$33,634.75 \$16.17	\$41,202.57 \$19.81	\$48,770.39 \$23.45	Dist/Collecti Maint Crewleader I/T Technician
618	Annual Hourly	\$36,998.23 \$17.79	\$45,322.83 \$21.79	\$53,647.43 \$25.79	Administrator (Municipal Court) Building Inspector Distribution/Coll Supervisor Division Coordinator Human Resource Generalist Street Supervisor
619	Annual Hourly	\$40,698.05 \$19.57	\$49,855.11 \$23.97	\$59,012.17 \$28.37	Aquatics Specialist Parks Maintenance Supervisor Youth Services Supervisor
620	Annual Hourly	\$44,767.86 \$21.52	\$54,840.62 \$26.37	\$64,913.39 \$31.21	Director of Utility Billing Records & Communications Supervisor Project Inspector
621	Annual Hourly	\$49,692.32 \$23.89	\$60,873.09 \$29.27	\$72,053.86 \$34.64	Chief Plant Operator City Secretary
622	Annual Hourly	\$55,655.40 \$26.76	\$68,177.86 \$32.78	\$80,700.33 \$38.80	Assistant to the City Manager Senior Acct/Budget Coordinator Utility Superintendent
623	Annual Hourly	\$62,890.60 \$30.24	\$77,040.99 \$37.04	\$91,191.37 \$43.84	Director of Parks and Recreation Fire Chief Library Director
624	Annual Hourly	\$71,695.29 \$34.47	\$87,826.72 \$42.22	\$103,958.16 \$49.98	Director of Finance Director of PW and Development
ACM	Annual Hourly	\$96,599.18 \$46.44	\$118,334.00 \$56.89	\$140,068.82 \$67.34	Assistant City Manager

**CITY OF PORTLAND, TEXAS PAY RANGES AND HOURLY RATES
PUBLIC SAFETY PAY SCHEDULE**

Grade	Pay Frequency	Pay Range			Job Title
		Minimum	Midpoint	Maximum	
PS1	Annual	\$36,212.60	\$43,557.62	\$50,902.64	Fire Fighter
	Hourly	\$17.41	\$20.94	\$24.47	Patrol Officer
PS2	Annual	\$42,167.52	\$51,415.40	\$60,663.29	Fire Engineer
	Hourly	\$20.27	\$24.72	\$29.17	Police Corporal
PS3	Annual	\$48,495.01	\$57,712.06	\$66,929.10	Fire Captain
	Hourly	\$23.31	\$27.75	\$32.18	Patrol Sergeant
PS4	Annual	\$55,491.56	\$65,449.22	\$75,406.87	Asst Fire Chief/Fire Marshal
	Hourly	\$26.68	\$31.47	\$36.25	Lieutenant

REGULAR MEETING AGENDA BILL

AGENDA ITEM: **ORDINANCE NO 2050 - AMENDING THE EXCLUSIVE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE GRANTED TO REPUBLIC SERVICES:** THE CITY COUNCIL WILL CONSIDER THE SECOND (FINAL) READING OF ORDINANCE NO. 2050 WHICH APPROVES THE SECOND AMENDMENT OF THE EXCLUSIVE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT GRANTED TO REPUBLIC SERVICES

SUBMITTED BY: Michel Weaver, (ATTCM) **DATE:** April 17, 2012

ATTACHMENTS: - Proposed ordinance
- Franchise agreement

SUMMARY STATEMENT: On February 7, 2012 the City Council passed Resolution No. 645 authorizing automated solid waste and single-stream recycling. The proposed Ordinance No. 2050, a copy of which is attached for your review and consideration, does the following:

- Amends the franchise agreement with Republic Services to provide automated once per week pickup of solid waste and once every other week pickup of recycling
- Amends the current franchise agreement, with a starting date of July 1, 2012

Utility customer fees for residential solid waste and recycling shall be reduced by \$3.34 per month. The fees payable to the Contractor shall not be adjusted prior to October 1, 2014.

The City Council, as part of the Strategic Operating Plan, has pledged to promote sensible “Green” policies, programs and projects; and further pledged to fully exploit technological advances that increase effectiveness, promote efficiency, improve customer service or reduce costs. This will be accomplished by adopting Ordinance No. 2050 which amends the contract with Republic Services to provide automated solid waste pickup and single-stream recycling.

RECOMMENDATION: Adopt a motion that approves the second (final) reading of the Ordinance No.2050.

ORDINANCE NO. 2050

AN ORDINANCE AMENDING THE “CITY OF PORTLAND, TEXAS CONTRACT DOCUMENTS AND SPECIFICATIONS FOR SOLID WASTE COLLECTION AND DISPOSAL” ADOPTED BY ORDINANCE NO.1182; AMENDING THE SERVICE PROVIDED BY REPUBLIC SERVICES TO AUTOMATED ONE (1) TIME PER WEEK SOLID WASTE PICKUP AND RECYCLE PICKUP EVERY OTHER WEEK; MODIFYING THE SERVICE REQUIREMENTS, TERMS AND CONDITIONS OF THE EXCLUSIVE SOLID WASTE (COLLECTION AND DISPOSAL) FRANCHISE WITH REPUBLIC SERVICES; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE, REQUIRING PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that the continued privatization of solid waste collection and disposal is beneficial to Portland residents and businesses; and,

WHEREAS, the City Council has determined that Republic Services is the most qualified solid waste service contractor in the Coastal Bend and amending the franchise agreement to provide automated once per week pickup and every other week recycling meets the needs of the City; and,

WHEREAS, the City Council has determined that a multitude of terms and conditions incorporated within the exclusive solid waste (collection and disposal) franchise granted to Republic Services should be amended.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, TEXAS:

SECTION 1: The “SECOND AMENDMENT TO CITY OF PORTLAND, TEXAS CONTRACT DOCUMENTS AND SPECIFICATIONS FOR SOLID WASTE COLLECTION AND DISPOSAL,” a copy of which is attached hereto and incorporated herein,” is hereby adopted.

SECTION 2: Any ordinance or provision of an ordinance in conflict with this Ordinance Is hereby repealed.

SECTION 3: If any provision, section, sentence, clause or phrase of this Ordinance is held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance shall not be affected.

SECTION 4: This Ordinance shall be effective as of July 1, 2012.

PASSED AND APPROVED this 17th day April 2012.

EXECUTED:

By: _____
David Krebs, Mayor

ATTEST:

Annette Hall, City Secretary

**SECOND AMENDMENT TO CITY OF PORTLAND, TEXAS 2007 CONTRACT
DOCUMENTS & SPECIFICATIONS FOR SOLID WASTE COLLECTION AND
DISPOSAL**

This Second Amendment to the **CITY OF PORTLAND, TEXAS 2007 CONTRACT DOCUMENTS & SPECIFICATIONS FOR SOLID WASTE COLLECTION AND DISPOSAL** (the "Amendment") is made effective as of July 1, 2012, by and between the City of Portland, Texas (the "City"), and BFI Waste Services of Texas, LP, a Delaware limited partnership ("Contractor"). The City and Contractor are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

Recitals

A. The Parties entered into that certain **CITY OF PORTLAND, TEXAS 2007 CONTRACT DOCUMENTS & SPECIFICATIONS FOR SOLID WASTE COLLECTION AND DISPOSAL** dated December 4, 2007 (the "Agreement") pursuant to which Contractor agreed to provide solid waste collection and disposal services as more fully set forth in the Agreement; and

B. The Parties desire to amend the Agreement pursuant to the terms of this Amendment.

Agreement

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the Parties have agreed as follows:

1. **Type of Collection.** The Parties agree to amend **(a), (b) and (e)** in **Subsection 3.01 Service Provided** of the Agreement to read as follows:

(a) "Contractor shall provide curbside collection service for the collection of Residential Refuse and Commercial Refuse to each such Residential and Commercial Unit 1 time per week. Each resident and small commercial business will be given one 96 gallon Cart for refuse collection. All refuse must be placed in the Cart so that the lid closes properly. No outside refuse will be collected in addition to the contents of the Cart. Carts must be placed at curbside by 8:00 a.m. on the designated collection day."

(b) "Contractor shall provide curbside collection service for the collection of Recyclable Material from each Residential Unit and Small Commercial Unit every other week, or 26 times per year. Each resident will be given a 96 gallon Cart for recyclable collection. All recyclables must be placed in the Cart so that the lid closes properly. No outside recyclables will be collected in addition to the contents of the Cart. Carts must be placed at curbside by 8:00 a.m. on the designated collection day."

(e) Small Commercial Units shall be entitled to same services (without recycling or brush collection) as a Residential Unit. Collection shall be 1 time per week but shall not exceed one 96 gallon Cart per pickup. Businesses that exceed the limit will be required to contract for a dumpster and choose a size and pickup schedule as outlined in the bid tabulation.

2. Ownership. The Carts to be provided in accordance with Subsection 3.01 of the Agreement shall be provided by Contractor. Contractor shall retain ownership of the Carts at all times.

3. Rates. The Parties agree that the new rates on Exhibit A reflect the residential refuse and recycling rates followed by the new commercial and industrial rates with the 2012 CPI included.

4. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

5. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

6. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate conformed originals as of the date first set forth above.

Contractor:
BFI Waste Systems of Texas, LP

CITY:
City of Portland, Texas

By: Allied Waste Landfill Holdings, Inc.
Its: General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

REGULAR MEETING AGENDA BILL

AGENDA ITEM: **RESOLUTION NO. 650 - SUSPENDING IMPLEMENTATION OF THE CENTERPOINT ENERGY GAS RELIABILITY INFRASTRUCTURE PROGRAM SURCHARGE:** THE CITY COUNCIL WILL CONSIDER RESOLUTION NO. 650 WHICH SUSPENDS IMPLEMENTATION OF THE CENTERPOINT ENERGY GAS RELIABILITY INFRASTRUCTURE SURCHARGE AND AUTHORIZES ORGANIZED INQUIRY AS WELL AS OPPOSITION

SUBMITTED BY: Michel Weaver, (ATTCM) **DATE:** April 17, 2012

ATTACHMENTS: Proposed Resolution No. 650

SUMMARY STATEMENT: On March 30, 2012 CenterPoint Energy submitted a statement for the purpose of establishing a gas reliability infrastructure program (GRIP) interim rate adjustment effective May 29, 2012. The Railroad Commission of Texas authorizes cities to implement a 45 day suspension of rate increases in order to permit adequate time to review the proposed changes and to establish reasonable rates.

Resolution No. 650 allows the City to suspend the proposed rate adjustment for 45 days and allowing the City time to adequately investigate the sufficiency of the GRIP Rate Increase filing, review the proposed increases, analyze all necessary information, and to take appropriate action related to the proposed increases.

Resolution No. 650 also authorizes the City to join the Steering Committee of Cities Served by CenterPoint and to hire and direct legal counsel and consultants to negotiate with the company and make recommendations.

RECOMMENDATION: Adopt a motion approving Resolution No. 650 which suspends implementation of the CenterPoint Energy Gas Reliability Infrastructure Surcharge and authorizes organized inquiry as well as opposition.

RESOLUTION NO. 650

A RESOLUTION BY THE CITY OF PORTLAND, TEXAS SUSPENDING THE MAY 29, 2012, EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS SOUTH TEXAS TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2012; AUTHORIZING PARTICIPATION IN THE STEERING COMMITTEE FOR A REVIEW AND INQUIRY INTO THE SUFFICIENCY OF THE FILING AND THE BASIS AND REASONABLENESS OF THE PROPOSED RATE ADJUSTMENTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Portland, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas South Texas Division (“CenterPoint” or “Company”); and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on or about March 30, 2012, proposing to implement interim rate adjustments (“GRIP rate increases”), pursuant to Texas Utilities Code § 104.301, on all customers served by CenterPoint, effective May 29, 2012; and

WHEREAS, the sufficiency of the filing by CenterPoint and its compliance with statutory mandates is in question and needs to be determined; and

WHEREAS, ratepayers of CenterPoint, including the City and its residents, will be adversely impacted by the proposed GRIP rate increases; and

WHEREAS, the City and its residents could benefit from coordination with Steering Committee in a review of the reasonableness of the proposed GRIP rate increases and joint participation in any proceedings at the Railroad Commission related to the proposed GRIP rate increases; and

WHEREAS, the reasonable costs associated with the participation of Cities in this rate proceeding are reimbursable from CenterPoint;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, TEXAS, THAT:

THAT the effective date of May 29, 2012, of the GRIP rate increases proposed by CenterPoint is hereby suspended for 45 days, the maximum period allowed by law, to permit adequate time to investigate the sufficiency of the GRIP Rate Increase filing, review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

THAT the City is authorized to cooperate with Steering Committee to hire and direct legal counsel and consultants, to negotiate with the Company, to make recommendations to the

City regarding the proposed GRIP rate increases, and to direct any administrative proceedings or litigation associated with the proposed GRIP rate increases.

THAT CenterPoint shall promptly reimburse the City's reasonable costs associated with the City's activities related to the proposed GRIP rate increases.

THAT a copy of this Resolution shall be sent to CenterPoint, care of the local representative, and to Thomas Brocato, legal counsel to the Steering Committee, at Lloyd Gosselink, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 17th day of April 2012.

EXECUTED:

BY: _____
David Krebs
Mayor

ATTEST:

Annette Hall
City Secretary

APPROVED AS TO FORM:

Hal George
City Attorney

MODEL STAFF REPORT ON CENTERPOINT SOUTH TEXAS GRIP SUSPENSION RESOLUTION

Purpose of the Resolution:

The law mandates that a Gas Reliability Infrastructure Program (GRIP) surcharge request cannot become effective until sixty (60) days following the filing. The effective date may be suspended by a city for 45 days. If the City does not take action to suspend the filing, the Company may begin implementing a monthly surcharge (\$1.33 on all residential customers, \$2.67 for commercial customers, and \$16.34 for industrial customers) on or after May 29, 2012. The resolution suspends the effective date to the maximum extent permitted by law to allow the cities time to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine whether the surcharge is reasonable.

What is GRIP:

GRIP is piecemeal ratemaking and would be illegal under traditional ratemaking that is in the public interest. However, in 2003, the Legislature created an exception to the prohibition against piecemeal ratemaking to encourage increased investment in transmission and distribution pipe by allowing prompt recovery of investment, despite the possibility that increased revenues and declining expenses could more than offset increased investment. Unfortunately, utilities have used the GRIP filings to include other costs unrelated to infrastructure improvements. GRIP surcharges are only allowed until the next general rate case.

If no action is taken on the filing, the surcharge will become effective on May 29, 2012.

Explanation of “Be It Resolved” Paragraphs:

1. A city is authorized to suspend the effective date for 45 days.
2. This paragraph authorizes participation with the Steering Committee and coordinated control over legal counsel and consultants.
3. Texas law requires utility companies to reimburse cities for all costs (legal and consulting) associated with ratemaking, whether the case is initiated by the utility or a regulatory authority. Implementation of a tariff that imposes a surcharge is ratemaking, entitling the participating cities to reimbursement.
4. This paragraph directs that a copy of the signed resolution be sent to a representative of the Company and legal counsel for the Steering Committee.

REGULAR MEETING AGENDA BILL

AGENDA ITEM: **RESOLUTION 651 - APPROVING ADVANCE FUNDING AGREEMENTS:** THE CITY COUNCIL WILL CONSIDER RESOLUTION NO. 651 WHICH APPROVES ADVANCE FUNDING AGREEMENTS ASSOCIATED WITH THE BUDDY GANEM IMPROVEMENT PROJECT (MEMORIAL PARKWAY CONSOLIDATION/INTERSECTION - \$162,787.80 AND STREET LIGHT INSTALLATION - \$53,675.60)

SUBMITTED BY: Brian DeLatte, Director of Public Works and Development

SUBMISSION DATE: April 11, 2012

ATTACHMENTS: - Resolution No. 651
- Proposed Advanced Funding Agreements

SUMMARY STATEMENT: The Texas Department of Transportation (TxDOT) is finalizing its plans for the reconstruction of Buddy Ganem into a 5-lane roadway from US 181 to Wildcat Drive. The plans are currently under review in Austin and TxDOT has indicated the project will be let in June 2012.

The City has previously requested that Memorial Parkway be realigned at Buddy Ganem as part of this project, as well as the inclusion of continuous non-matched alternate spacing street lighting along Buddy Ganem. In order to receive state and federal funding in the amount of \$942,864.27 for these additions, the City must execute these Advanced Funding Agreements and provide a local match of \$216,463.40. The budget for the City's match is \$302,604.

RECOMMENDATION: Adopt a motion approving Resolution No. 651 which approves Advance Funding Agreements Associated with the Buddy Ganem Improvement Project (Memorial Parkway consolidation/Intersection - \$162,787.80 and Street Light Installation - \$53,675.60).

RESOLUTION NO. 651

**APPROVING THE ADVANCE FUNDING AGREEMENTS
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF THE MEMORIAL PARKWAY
IMPROVEMENTS AND BUDDY GANEM STREET LIGHTING**

WHEREAS, the Texas Department of Transportation (TxDOT) and the Corpus Christi Metropolitan Planning Organization have identified the reconstruction of Buddy Ganem (FM 3239) from Wildcat Drive (FM 2986) to US Highway 181 as a project to receive Category 7 and Category 11 funding;

WHEREAS, the City of Portland desires to improve the intersection of Memorial Parkway and Buddy Ganem during the reconstruction of Buddy Ganem;

WHEREAS, the City desires to provide continuous non-matched alternate spacing street lighting with the reconstruction of Buddy Ganem; and

WHEREAS, the City has been allocated \$942,864.27 in state and federal funding for the Memorial Parkway and street lighting projects; and

WHEREAS, in order to receive the state and federal matching funding, the City must execute an Advance Funding Agreement for each project with TxDOT that outlines the specific terms and conditions of the projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, TEXAS:

Section 1. The City Manager shall take the necessary actions to execute the Advance Funding Agreements for CSJ # 3340-01-005 and CSJ # 0916-28-060 with the Texas Department of Transportation. The City's local match for the projects is estimated to be \$162,787.80 for the Memorial Parkway improvements and \$53,675.60 for the street lighting improvements.

Section 2. The copies of the Advance Funding Agreements are attached hereto and incorporated herein for all intents and purposes.

PASSED and APPROVED this 17TH day of April, 2012.

EXECUTED UPON APPROVAL

By: _____
David Krebs
Mayor

ATTEST:

By: _____
Annette Hall
City Secretary

CSJ # 0916-28-060
District # 16 – Corpus Christi
Code Chart 64 # 33450
Project: Memorial Pkwy from Oak Brook Dr.
To North of FM 3239
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
Metropolitan Mobility and Rehabilitation Project
Off-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the City of Portland, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112824, authorizing the State to undertake and complete a highway improvement generally described as construction of Memorial Parkway from Oak Brook Dr. to North of FM 3239 in Portland, Texas called the “Project”; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment “A” for the improvement covered by this agreement. A map showing the Project location appears in Attachment “B,” which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # 0916-28-060
District # 16 – Corpus Christi
Code Chart 64 # 33450
Project: Memorial Pkwy from Oak Brook Dr.
To North of FM 3239
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Preliminary engineering, design and construction of a four lane roadway with protected left turn lane and right turn lane, including the culvert crossing on the north side of the intersection at Memorial and FM 3239, reconstruction of curb and gutter, sidewalks, lane striping, pavement markings, underground storm water system adjustments and reconstruction of existing driveways, as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government

CSJ # 0916-28-060
District # 16 – Corpus Christi
Code Chart 64 # 33450
Project: Memorial Pkwy from Oak Brook Dr.
To North of FM 3239
Federal Highway Administration
CFDA # 20.205
Not Research and Development

is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L.** If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M.** If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any

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variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The State is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional

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work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City of Portland	Director of Contract Services
Attn: City Manager	Texas Department of Transportation
1900 Billy G. Webb Dr.	125 E. 11 th Street
Portland, Texas 78374	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither 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.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal

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Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State'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://txdot.gov/business/business_outreach/mou.htm.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F.** Each contract the Local Government 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 DOT-*

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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.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the

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existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) 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.** For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 - 2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS 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 executives to the State and Federal government if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

29. 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 OMB Circular A-133.
- B.** If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C.** If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 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 Local Government will be responsible for filing a report or statement as described above. The

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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.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

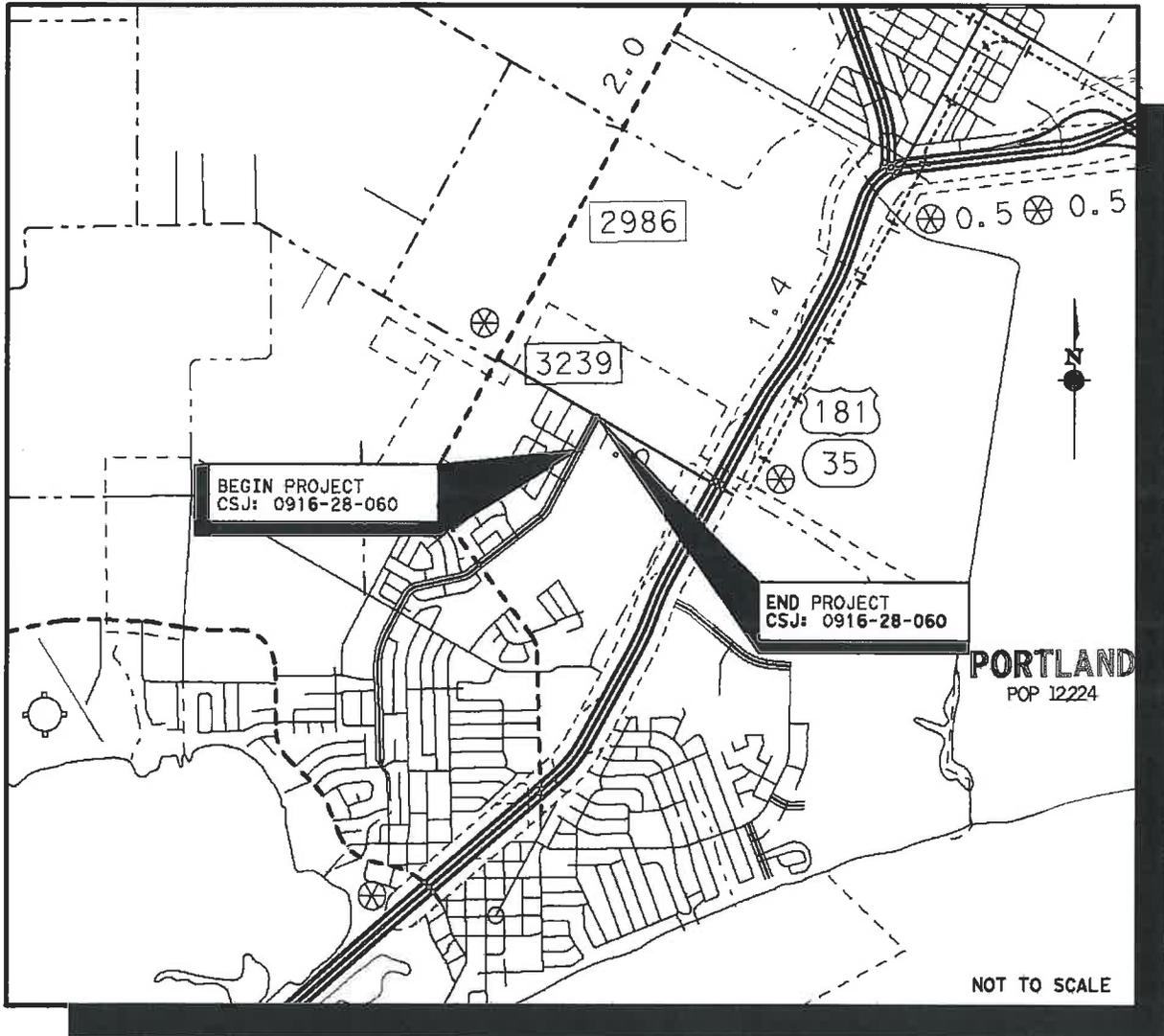
Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



MEMORIAL PKWY
LOCATION MAP
CSJ: 0916-28-060
SAN PATRICIO COUNTY
LIMITS: MEMORIAL PKWY
FROM: OAK BROOK DR TO: FM 3239 (BUDDY GANEM DR)

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**ATTACHMENT C
 PROJECT BUDGET**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Engineering (by State)		\$ 96,816.00	80%	\$ 77,452.80	0%	\$0	20%	\$ 19,363.20
Construction (by State)		\$ 650,000.00	80%	\$520,000.00	0%	\$0	20%	\$ 130,000.00
Construction Engineering (by State)		\$ 50,877.00	80%	\$ 40,701.60	0%	\$0	20%	\$ 10,175.40
Subtotal		\$ 797,693.00	\$ 638,154.40		\$0		\$ 159,538.60	
Preliminary Engineering Direct Costs \$10,650.00	Environ. Direct State Costs (20%)	\$ 2,130.00	80%	\$ 1,704.00	0%	\$0	20%	\$ 426.00
	Right of Way Direct State Costs (20%)	\$ 2,130.00	80%	\$ 1,704.00	0%	\$0	20%	\$ 426.00
	Engineering Direct State Costs (40%)	\$ 4,260.00	80%	\$ 3,408.00	0%	\$0	20%	\$ 852.00
	Utility Direct State Costs (20%)	\$ 2,130.00	80%	\$ 1,704.00	0%	\$0	20%	\$ 426.00
Construction Direct State Costs		\$ 5,596.00	80%	\$ 4,476.80	0%	\$0	20%	\$ 1,119.20
Indirect State Costs (7.27%)		\$ 57,992.28	0%	\$0	100%	\$ 57,992.28	0%	\$0
Subtotal		\$ 74,238.28	\$ 12,996.80		\$ 57,992.28		\$ 3,249.20	
TOTAL		\$ 871,931.28	651,151.20		\$ 57,992.28		\$ 162,787.80	

Initial payment by the Local Government to the State: \$ 21,493.20

Payment by the Local Government to the State before construction: \$ 141,294.60

Estimated total payment by the Local Government to the State \$ 162,787.80

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
Statewide Connectivity Corridor Project
On-System**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Portland, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112237, authorizing the State to undertake and complete a highway improvement generally described as install continuous non-matched alternate spacing lighting called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Install continuous non-matched alternate spacing lighting on FM 3239 in the City of Portland, from FM 2986 to US 181, as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local

project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L.** If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M.** If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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.
- O.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The State is responsible for the cost of any environmental problem's mitigation and remediation.

- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding

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documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City of Portland Attn: City of Manager 1900 Billy G. Webb Dr. Portland, Texas 78374	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither 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.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State'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://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government 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 DOT-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.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require

any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) 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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, shall:

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1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS 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 executives to the State and Federal government if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

29. 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 OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 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 Local Government 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.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

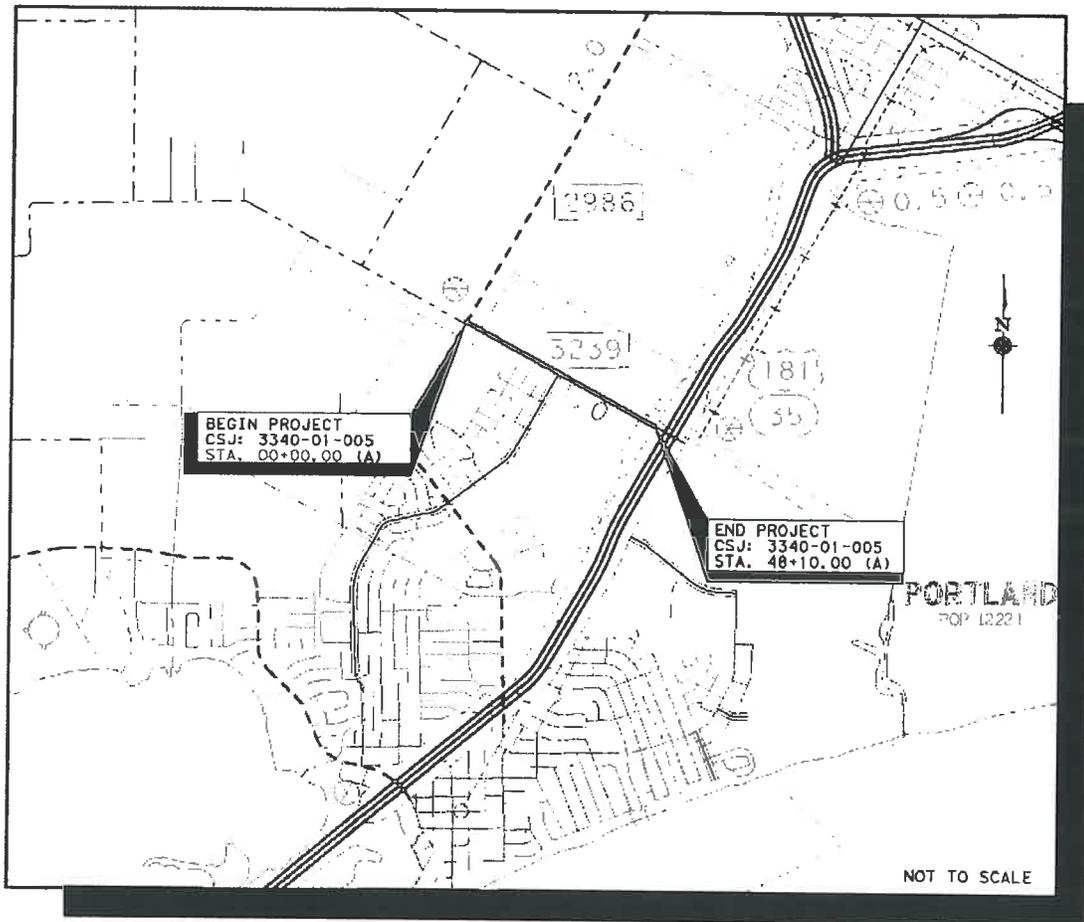
Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



FM 3239
LOCATION MAP
CSJ: 3340-01-005
SAN PATRICIO COUNTY
LIMITS: FM 3239
FROM: FM 2986 TO: US 181

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**ATTACHMENT C
 PROJECT BUDGET**

Costs will be allocated based on 80% State funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation		
		%	Cost	%	Cost	%	Cost	
Engineering (by State)	\$ 45,915.00	0%	\$0	80%	\$ 36,732.00	20%	\$ 9,183.00	
Construction (by State)	\$ 200,000.00	0%	\$0	80%	\$ 160,000.00	20%	\$ 40,000.00	
Construction Engineering (by State)	\$ 15,686.00	0%	\$0	80%	\$ 12,548.80	20%	\$ 3,137.20	
Subtotal	\$ 261,601.00	\$0		\$ 209,280.80		\$ 52,320.20		
Preliminary Engineering Direct Costs \$5,051.00	Environ. Direct State Costs (20%)	\$ 1,010.20	0%	\$0	80%	\$ 808.16	20%	\$ 202.04
	Right of Way Direct State Costs (20%)	\$ 1,010.20	0%	\$0	80%	\$ 808.16	20%	\$ 202.04
	Engineering Direct State Costs (40%)	\$ 2,020.40	0%	\$0	80%	\$ 1,616.32	20%	\$ 404.08
	Utility Direct State Costs (20%)	\$ 1,010.20	0%	\$0	80%	\$ 808.16	20%	\$ 202.04
Construction Direct State Costs	\$ 1,726.00	0%	\$0	80%	\$ 1,380.80	20%	\$ 345.20	
Indirect State Costs (7.27%)	\$ 19,018.39	0%	\$0	100%	\$ 19,018.39	0%	\$0	
Subtotal	\$ 25,795.39	\$0		\$ 24,439.99		\$ 1,355.40		
TOTAL	\$ 287,396.39	\$0		\$ 233,720.79		\$ 53,675.60		

Initial payment by the Local Government to the State: \$ 10,193.20
 Payment by the Local Government to the State before construction: \$ 43,482.40
 Estimated total payment by the Local Government to the State \$ 53,675.60
 This is an estimate. The final amount of Local Government participation will be based on actual costs.

**BUSINESS OF THE CITY COUNCIL
CITY OF PORTLAND**

SUBJECT: Purchase of a LiveScan system for the Police Department

SUBMITTED BY: Randy L. Wright, Assistant City Manager 

DATE: March 26, 2012 **FOR THE AGENDA OF:** April 17, 2012

ATTACHMENTS: Vendor quotes

APPROVED FOR INCLUSION ON AGENDA: CITY MANAGER _____

SUMMARY STATEMENT: The future of taking fingerprints is the digital scan process where fingers and palms are scanned using a clear glass surface rather than the messy task of spreading black ink and rolling inked fingers onto a fingerprint card.

The process, known generically as LiveScan, can connect directly to DPS and the FBI for electronic submission of fingerprint records. The identities of suspects can also be checked through a state search using LiveScan. These systems can be stand-alone or integrated with many major police software systems. Spillman Systems, our software vendor, integrates LiveScan.

This purchase was planned as an enhancement to our records system in FY 2012-13. However, we can gain a cost savings by installing the LiveScan system now while Spillman is onsite rather than waiting for a separate, future project. The total cost to implement this enhancement and purchase the required hardware is \$35,469.

Funding

The project will be paid for entirely by drug forfeiture money. While federal rules require that the chief law enforcement officer inform the local governing body of the expenditures of these funds, I believe it is better public policy and an added measure of transparency to have the City Council understand and authorize the expenditures of these funds.

Project Costs

<u>ITEM</u>	<u>TOTAL</u>
Crossmatch LiveScan Plus	\$ 26,359
Spillman LiveScan interface	5,415
DPS TOT implementation (estimate)	<u>3,000</u>
Subtotal	\$ 34,774
Project Contingency (2%)	<u>695</u>
Total Expenditure	\$ 35,469

RECOMMENDED ACTION: Motion to authorize the expenditure of drug forfeiture funds for the purchase of a LiveScan system for the police department at a cost of \$35,469.



STAFF
WEEKLY
REPORTS



To: Randy Wright, Assistant City Manager
 From: Kristin Connor, Director of Parks & Recreation
 Date: 04-11-12
 Re: Report for April 2-8, 2012

<u>Community Center</u>	04-02-12
Usage	916
Memberships	20
Rental Revenue	\$2,185.00
Park Rentals	\$ 150.00
Civic Rentals	2
Skate Park Usage	30
Adult Exercise	Yoga-14 Pilates-9 Boot Camp-11
Visitors	3
<u>Aquatic Center</u>	
Usage	36
Revenue	\$650.00
<u>Senior Services</u>	
Average Daily Attendance	44
Silver Sneakers	50
<u>Youth Services</u>	
Kids Klub	231

Portland Fire Department

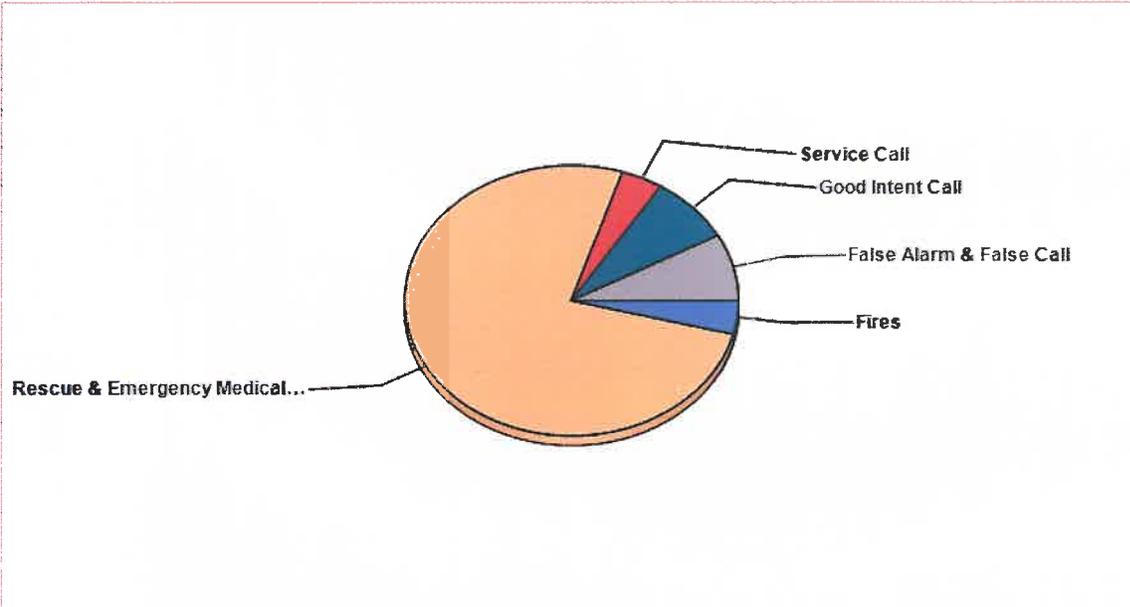
Portland, TX

This report was generated on 4/9/2012 8:47:28 AM



Breakdown by Major Incident Types for Date Range

StartDate: 04/02/2012 | EndDate: 04/08/2012



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires (Building)	1	4.00%
Rescue & Emergency Medical Service	19	76.00%
Service Call (Lift Assist)	1	4.00%
Good Intent Call (No Incident, Dispatched & Cancelled)	2	8.00%
False Alarm & False Call	2	8.00%
TOTAL	25	100.00%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	4.00%
311 - Medical assist, assist EMS crew	6	24.00%
321 - EMS call, excluding vehicle accident with injury	13	52.00%
510 - Person in distress, other	1	4.00%
600 - Good intent call, other	1	4.00%
611 - Dispatched & cancelled en route	1	4.00%
743 - Smoke detector activation, no fire - unintentional	1	4.00%
745 - Alarm system activation, no fire - unintentional	1	4.00%
TOTAL INCIDENTS:	25	100.00%

Hazmat Training
 Smoke Detector Battery Change Upon Request (1)

Average Response Time: 4.65 Min.

Inspections Search



Portland Fire Department
 595 Buddy Ganem
 Portland, TX 78374
 Phone: 361-643-0155
 Fax: 361-643-0369

Search Criteria:

All Addresses Status: Complete Inspector:

Date
 From: 4/1/2012
 To: 4/7/2012 11:59:00 PM

Date	Record Type	Number	Cause	Complete	Violations			Addresses	Parties Name	Inspector
					New	Old	Corr			
04/02/2012 9:00 am	Annual Inspection (FD)	I-CH-12-0089.E	Reinspection	Yes	0	2	0	1305 Wildcat	First Baptist Academy	Craig Hedrick
04/02/2012 9:00 am	Annual Inspection (FD)	I-CH-12-0036.E	Reinspection	Yes	0	4	0	1010 US Hwy 181	Katie's Klothesline	Craig Hedrick
04/02/2012 9:00 am	Annual Inspection (FD)	I-CH-12-0174.A	Reinspection	Yes	0	1	0	1700 Wildcat Suite D	Gulf Coast Psychology	Craig Hedrick
04/02/2012 11:55 am	Annual Inspection (FD)	I-CH-12-0090.C	Reinspection	Yes	0	2	0	1305 Wildcat	First Baptist Church	Craig Hedrick
04/02/2012 12:15 pm	Annual Inspection (FD)	I-CH-12-0171.A	Reinspection	Yes	0	0	0	1700 Wildcat Suite A	Stewart Title	Craig Hedrick
04/02/2012 12:18 pm	Annual Inspection (FD)	I-CH-12-0172.A	Reinspection	Yes	0	0	0	1700 Wildcat Suite B	Almouje Pediatrics	Craig Hedrick
04/02/2012 12:20 pm	Annual Inspection (FD)	I-CH-12-0173.A	Reinspection	Yes	0	1	0	1700 Wildcat Suite C	Fletcher Family Chiropractic	Craig Hedrick
04/02/2012 12:26 pm	Annual Inspection (FD)	I-CH-12-0147.B	Reinspection	Yes	0	6	0	604 W Broadway	Seacrest Home Health	Craig Hedrick
04/02/2012 12:33 pm	Annual Inspection (FD)	I-TVAN-11-0165.B	Reinspection	Yes	0	2	0	211 Cedar	The Pavilion	Craig Hedrick
04/02/2012 2:27 pm	Unwholesome Prop (FD)	I-CH-12-0223	Complaint	Yes	2	2	0	1011 Memorial	1011 Memorial Resident	Craig Hedrick
04/03/2012 11:17 am	Annual Inspection (FD)	I-CH-12-0224	Periodic	Yes	10	0	0	1500 Wildcat Suite E	H & R Block	Craig Hedrick
04/03/2012 11:30 am	Unwholesome Prop (FD)	I-CH-12-0225	Complaint	Yes	2	0	0	2228 Memorial	2228 Memorial Pkwy - Resident	Craig Hedrick
04/03/2012 11:39 am	Annual Inspection (FD)	I-CH-12-0114.B	Reinspection	Yes	0	4	0	500 W. Broadway	Frost Bank	Craig Hedrick
04/03/2012 11:44 am	Annual Inspection (FD)	I-CH-12-0127.B	Reinspection	Yes	0	0	0	101 Cedar Suite D	San Patricio Assoc. of Realtors	Craig Hedrick
04/03/2012 11:46 am	Annual Inspection (FD)	I-CH-12-0122.B	Reinspection	Yes	0	2	0	2000 Billy G. Webb	Community Center	Craig Hedrick
04/03/2012 11:49 am	Annual Inspection (FD)	I-CH-12-0126.B	Reinspection	Yes	0	0	0	101 Cedar Suite A-B-C	Dr. Jennifer Duncan DDS	Craig Hedrick
04/03/2012 11:53 am	Annual Inspection (FD)	I-CH-12-0128.B	Reinspection	Yes	0	0	0	101 Cedar Suite E	N. Shore Properties	Craig Hedrick
04/03/2012 11:56 am	Annual Inspection (FD)	I-CH-11-0134.H	Reinspection	Yes	0	2	0	1530 Wildcat	Beall's	Craig Hedrick
04/03/2012 12:00 pm	Unwholesome Prop (FD)	I-CH-12-0165.A	Reinspection	Yes	0	0	0	000 Lang and U.S. Hwy 181	Phil Berryman	Craig Hedrick
04/03/2012 12:01 pm	Unwholesome Prop (FD)	I-CH-12-0187.A	Reinspection	Yes	0	0	0	100 Blk. Lang	GTEK	Craig Hedrick
04/03/2012 12:05 pm	Unwholesome Prop (FD)	I-CH-12-0190.A	Reinspection	Yes	0	0	0	000 Forest Oak/Meadow Brook	North Shore Properties	Craig Hedrick
04/03/2012 12:08 pm	Unwholesome Prop (FD)	I-CH-12-0194.A	Reinspection	Yes	0	1	1	605 Seco	Erlinda Johnson	Craig Hedrick
04/03/2012 12:10 pm	Unwholesome Prop (FD)	I-CH-12-0166.A	Reinspection	Yes	0	0	0	000 Billy G. Webb and Cedar	Mike Newman or Stephen Block	Craig Hedrick
04/03/2012 12:12 pm	Unwholesome Prop (FD)	I-CH-12-0186.A	Reinspection	Yes	0	0	0	000 Cedar and Buddy Ganem	Stephen Block	Craig Hedrick
04/03/2012 12:17 pm	Unwholesome Prop (FD)	I-CH-12-0188.A	Reinspection	Yes	0	0	0	100 Lang	Matress Depot	Craig Hedrick
04/03/2012 2:33 pm	Unwholesome Prop (FD)	I-CH-12-0226	Complaint	Yes	0	0	0	1406 Sacramento	1406 Sacramento Resp. Party	Craig Hedrick
04/03/2012 2:37 pm	Unwholesome Prop (FD)	I-CH-12-0227	Complaint	Yes	6	0	0	1234 E Haven	1234 East Haven Resident	Craig Hedrick
04/04/2012 8:02 am	Unwholesome Prop (FD)	I-CH-12-0107.A	Reinspection	Yes	0	0	0	110 Daniel Moore	110 D. Moore - Resp. Party	Craig Hedrick
04/04/2012 10:51 am	Annual Inspection (FD)	I-CH-12-0126.C	Reinspection	Yes	0	0	0	101 Cedar Suite A-B-C	Dr. Jennifer Duncan DDS	Craig Hedrick
04/04/2012 11:21 am	Alarm Inspection (FD)	I-CH-12-0228	Request	Yes	0	4	0	1010 US Hwy 181	Katie's Klothesline	Craig Hedrick
04/04/2012 12:47 pm	Unwholesome Prop (FD)	I-CH-12-0229	Complaint	Yes	2	0	0	910 Denver	910 Denver - Resp Party	Craig Hedrick

Violations

Date	Record Type	Number	Cause	Complete	Violations			Addresses	Parties Name	Inspector	
					New	Old	Corr				
04/04/2012	12:53 pm	Unwholesome Prop (FD)	I-CH-12-0230	Complaint	Yes	2	0	0	908 Denver	908 Denver - Resp.Party	Craig Hedrick
04/04/2012	1:02 pm	Unwholesome Prop (FD)	I-CH-12-0231	Complaint	Yes	2	0	0	822 W Broadway	Obie and Carmen Bagget	Craig Hedrick
04/04/2012	2:42 pm	Unwholesome Prop (FD)	I-CH-12-0198.A	Reinspection	Yes	0	3	0	211 Chase	211 Chase Resident	Craig Hedrick
04/04/2012	2:50 pm	Unwholesome Prop (FD)	I-CH-12-0191.A	Reinspection	Yes	0	0	0	200 Weaver	Parkside Townhomes	Craig Hedrick
04/04/2012	2:52 pm	Unwholesome Prop (FD)	I-CH-12-0196.A	Reinspection	Yes	0	1	0	1101 Polaris	1101 Polaris - Res.	Craig Hedrick
04/04/2012	3:02 pm	Unwholesome Prop (FD)	I-CH-12-0182.A	Reinspection	Yes	0	0	0	1308 Austin	1308 Austin - Resp. Party	Craig Hedrick
04/04/2012	3:04 pm	Unwholesome Prop (FD)	I-CH-12-0181.A	Reinspection	Yes	0	0	0	1813 Portland	1813 Portland	Craig Hedrick
04/04/2012	3:08 pm	Unwholesome Prop (FD)	I-CH-12-0195.A	Reinspection	Yes	0	2	0	1008 Diomedes	1008 Diomedes Resident	Craig Hedrick
04/04/2012	3:12 pm	Unwholesome Prop (FD)	I-CH-12-0232	Complaint	Yes	2	0	0	1811 Portland	1811 Portland - Resp.Party	Craig Hedrick
04/04/2012	3:26 pm	Unwholesome Prop (FD)	I-CH-12-0189.A	Reinspection	Yes	0	0	0	1200 Meadow Brook	Adan Vega	Craig Hedrick
04/04/2012	3:31 pm	Annual Inspection (FD)	I-CH-12-0233	Periodic	Yes	0	0	0	1101 Moore	Public Works	Craig Hedrick
04/05/2012	9:00 am	Unwholesome Prop (FD)	I-CH-12-0185.A	Reinspection	Yes	0	2	0	1000 Blk. Hwy 181	1000 Blk. Hwy 181 - Vaccant Lot	Craig Hedrick
04/05/2012	9:00 am	Unwholesome Prop (FD)	I-CH-12-0184.A	Reinspection	Yes	0	2	0	Lt. 6 Blk. 1 Hwy 181	Jaime Sandoval LP	Craig Hedrick
04/05/2012	10:41 am	Unwholesome Prop (FD)	I-CH-12-0183.A	Reinspection	Yes	0	0	0	200 Causeway	200 Causeway - Resp. Party	Craig Hedrick
04/05/2012	11:01 am	Unwholesome Prop (FD)	I-CH-12-0234.A	Reinspection	Yes	0	2	0	1100 Blk. Denver	1100 Blk. Denver-Resp.Party	Craig Hedrick
04/05/2012	12:18 pm	Unwholesome Prop (FD)	I-CH-12-0235	Complaint	Yes	2	0	0	1233 Memorial	James McCarty	Craig Hedrick
04/05/2012	12:21 pm	Unwholesome Prop (FD)	I-CH-12-0189.B	Reinspection	Yes	0	0	0	1200 Meadow Brook	Adan Vega	Craig Hedrick
04/05/2012	2:27 pm	Unwholesome Prop (FD)	I-CH-12-0236	Complaint	Yes	0	0	0	705 Memorial	705 Memorial - Resp. Party	Craig Hedrick
04/06/2012	8:00 am	Annual Inspection (FD)	I-CH-12-0124.B	Reinspection	Yes	0	0	0	1802 Billy G. Webb	San Patricio Co.Teachers Federal CU	Craig Hedrick
04/06/2012	10:02 am	Annual Inspection (FD)	I-CH-12-0077.D	Reinspection	Yes	0	0	0	4545 Wildcat	First United Methodist Church	Craig Hedrick

Total Number of Records: 51

Portland Fire Department

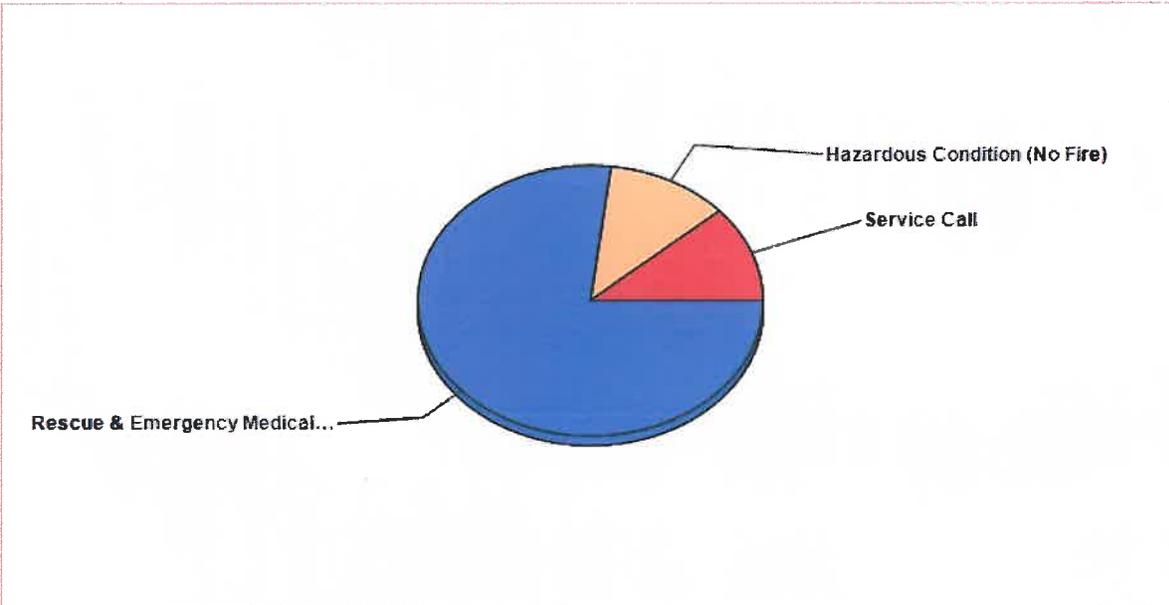
Portland, TX

This report was generated on 4/2/2012 9:07:57 AM



Breakdown by Major Incident Types for Date Range

StartDate: 03/26/2012 | EndDate: 04/01/2012



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	20	76.92%
Hazardous Condition (No Fire) (Arcing, Shorted Electrical)	3	11.54%
Service Call (Lift Assist)	3	11.54%
TOTAL	26	100.00%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	6	23.08%
321 - EMS call, excluding vehicle accident with injury	11	42.31%
322 - Motor vehicle accident with injuries	1	3.85%
324 - Motor vehicle accident with no injuries.	1	3.85%
371 - Electrocution or potential electrocution	1	3.85%
445 - Arcing, shorted electrical equipment	3	11.54%
510 - Person in distress, other	3	11.54%
TOTAL INCIDENTS:	26	100.00%

Smoke Detector Battery Changes Upon Request (2)
 Pump Testing of Apparatus

Average Response Time: 4.21 Min.

Inspections Search

Portland Fire Department
 595 Buddy Ganem
 Portland, TX 78374
 Phone: 361-643-0155
 Fax: 361-643-0369



Search Criteria:

All Addresses
 Status: All
 Inspector: Craig Hedrick

Date
 From: 3/25/2012
 To: 3/31/2012 11:59:00 PM

Date	Record Type	Number	Cause	Complete	Violations			Addresses	Parties Name	Inspector
					New	Old	Corr			
03/27/2012	Annual Inspection (FD)	I-CH-12-0098.B	Reinspection	Yes	0	2	2	2000 US 181	Walmart	Craig Hedrick
03/27/2012	Unwholesome Prop (FD)	I-CH-12-0194	Complaint	Yes	0	1	1	605 Seco	Erlinda Johnson	Craig Hedrick
03/27/2012	Unwholesome Prop (FD)	I-CH-12-0195	Complaint	Yes	2	2	0	1008 Diomede	1008 Diomede Resident	Craig Hedrick
03/27/2012	Unwholesome Prop (FD)	I-CH-12-0196	Complaint	Yes	0	3	0	1101 Polaris	1101 Polaris - Res.	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0197	Periodic	Yes	0	0	0	206 Lang	Base Line Data	Craig Hedrick
03/27/2012	Unwholesome Prop (FD)	I-CH-12-0198	Complaint	Yes	2	3	0	211 Chase	211 Chase Resident	Craig Hedrick
03/27/2012	Unwholesome Prop (FD)	I-CH-12-0105.B	Reinspection	Yes	0	2	0	1111 Orion	1111 Orion - Resp. Party	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0199	Periodic	Yes	10	0	0	133 US Hwy 181	Americas Best Inn & Suites	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0132.A	Reinspection	Yes	0	2	0	1625 Wildcat	Value Bank Texas	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0142.A	Reinspection	Yes	0	8	0	821 Market	Time Warner	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0077.C	Reinspection	Yes	0	2	0	4545 Wildcat	First United Methodist Church	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0141.A	Reinspection	Yes	0	0	0	822 Market	Portland Creative Arts Center	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0134.A	Reinspection	Yes	0	2	0	301 North Shore	North Shore Pavilions	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0143.A	Reinspection	Yes	0	6	0	300 8th Suite A	Allstate Ins.	Craig Hedrick
03/27/2012	Annual Inspection (FD)	I-CH-12-0144.A	Reinspection	Yes	0	5	0	410 Lang	Portland Contessa	Craig Hedrick
03/27/2012	Unwholesome Prop (FD)	I-CH-12-0180.A	Reinspection	Yes	0	0	0	120 Presidio	120 Presidio - Resp. Party	Craig Hedrick
03/28/2012	Annual Inspection (FD)	I-CH-12-0137.A	Reinspection	Yes	0	14	0	203 Lang Suite C/D	Trade Mart - Martinez/Attorney	Craig Hedrick
03/28/2012	Annual Inspection (FD)	I-CH-12-0136.A	Reinspection	Yes	0	13	0	203 Lang Suite B	Nu Image Salon	Craig Hedrick
03/28/2012	Annual Inspection (FD)	I-CH-12-0135.A	Reinspection	Yes	0	10	0	203 Lang Suite A	New Wave Properties	Craig Hedrick
03/28/2012	Annual Inspection (FD)	I-CH-12-0140.A	Reinspection	Yes	0	5	0	901 Market Suite C	Discount Computer Repair	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0200	Complaint	Yes	2	0	0	2405 Twin Oaks	2405 Twin Oaks Resident	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0201	Complaint	Yes	0	0	0	2407 Twin Oaks	Isaac and Ofelia Gonzales	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0202	Complaint	Yes	4	3	0	1208 Sacramento	1208 Sacramento Resp. Party	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0193.A	Reinspection	Yes	0	2	0	945 Austin	Pete Baca	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0203	Complaint	Yes	0	0	0	1001 La Mirada	1001 La Mirada - Resp. Party	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0204	Periodic	Yes	2	0	0	109 San Saba	109 San Saba - Resp. Party	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0106.B	Reinspection	Yes	0	0	0	504 Seco	504 Seco - Resp. Party	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0205	Complaint	Yes	2	0	0	1010 South Cliff	1010 South Cliff - Resp. Party	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0206	Complaint	Yes	2	0	0	000 W Broadway - Moore	W. Broadway & Moore-Res.	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0207	Complaint	Yes	2	0	0	1009 Southcliff	1009 Southcliff Resp. Party	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0208	Periodic	Yes	2	0	0	314 Seco	314 Seco - Resp. Party	Craig Hedrick

Violations

Date	Record Type	Number	Cause	Complete	Violations			Addresses	Parties Name	Inspector
					New	Old	Corr			
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0209	Complaint	Yes	2	2	0	1000 Cupertino	1000 Cupertino Resident	Craig Hedrick
03/28/2012	Unwholesome Prop (FD)	I-CH-12-0210	Complaint	Yes	2	0	0	1130 Cupertino	1130 Cupertino - Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0151.A	Reinspection	Yes	0	4	0	103 Shore Cliff	Stephen and Belinda Burkett	Craig Hedrick
03/29/2012	Annual Inspection (FD)	I-CH-12-0211	Request	Yes	16	0	0	125 Northshore	Portland Family Medicine	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0212	Complaint	Yes	2	0	0	100 S Commons Way	Knower Properties LLC	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0117.B	Reinspection	Yes	0	0	0	2336 Memorial	2336 Memorial Resident	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0213	Complaint	Yes	2	0	0	317 Elm	North Bay Properties	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0214	Complaint	Yes	2	0	0	300Blk. Elm	Therese Strain	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0215	Complaint	Yes	0	1	1	502 Commerce	502 Commerce Resident	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0216	Complaint	Yes	2	0	0	506 Commerce	Myrtle J. Bowen (estate)	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0217	Complaint	Yes	2	0	0	911 La Mirada	911 La Mirada - Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0218	Complaint	Yes	2	0	0	909 La Mirada	909 La Mirada - Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0219	Complaint	Yes	2	0	0	905 La Mirada	905 La Mirada Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0220	Complaint	Yes	2	0	0	2104 Memorial	2104 Memorial - Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0221	Complaint	Yes	2	0	0	1807 Marlin	1807 Marlin - Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0153.A	Reinspection	Yes	0	0	0	126 Grace	Gene Ray Smith	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0156.A	Reinspection	Yes	0	0	0	1099 Polaris	1099 Polaris - Resp. Party	Craig Hedrick
03/29/2012	Annual Inspection (FD)	I-CH-12-0155.A	Reinspection	Yes	0	4	0	218 Carmel	218 Carmel Resident	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0150.A	Reinspection	Yes	0	3	0	218 Driftwood	218 Driftwood Resident	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0157.A	Reinspection	Yes	0	0	0	1097 Polaris	1097 Polaris Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0154.A	Reinspection	Yes	0	0	0	128 Grace	128 Grace - Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0158.A	Reinspection	Yes	0	0	0	522 Commerce	Rodriguez Engineering (Gloria)	Craig Hedrick
03/29/2012	Annual Inspection (FD)	I-CH-12-0159.A	Reinspection	Yes	0	0	0	102 Fulton	102 Fulton - Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0075.D	Reinspection	Yes	0	2	0	1002 Austin	Mr. Coffey	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0118.B	Reinspection	Yes	0	2	0	207 E Broadway	Bank of America	Craig Hedrick
03/29/2012	Unwholesome Prop(FD)	I-CH-12-0161.B	Reinspection	Yes	0	4	0	916 Commerce	Douglas Campbell	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0147.A	Reinspection	Yes	0	6	0	604 W Broadway	Seacrest Home Health	Craig Hedrick
03/29/2012	Annual Inspection (FD)	I-CH-12-0148.A	Reinspection	Yes	0	0	0	104 Fulton	104 Fulton Resp. Party	Craig Hedrick
03/29/2012	Unwholesome Prop (FD)	I-CH-12-0222	Complaint	Yes	2	0	0	000 Market St. and Bayveiw Alley	Donna Bailey	Craig Hedrick
03/30/2012	Annual Inspection (FD)	I-CH-12-0169.A	Reinspection	Yes	0	4	0	101 Northshore	Shell Texas Star Gas Station	Craig Hedrick
03/30/2012	Unwholesome Prop(FD)	I-CH-12-0076.C	Reinspection	Yes	0	2	0	201 Northshore	N Landing Apartments	Craig Hedrick
03/30/2012	Annual Inspection (FD)	I-CH-12-0145.A	Reinspection	Yes	0	0	0	1900 Billy G. Webb	Portland City Hall	Craig Hedrick
03/30/2012	Annual Inspection (FD)	I-CH-12-0146.A	Reinspection	Yes	0	1	0	1902 Billy G. Webb	Portland Police Department	Craig Hedrick
03/30/2012	Annual Inspection (FD)	I-CH-12-0134.B	Reinspection	Yes	0	2	0	301 North Shore	North Shore Pavillions	Craig Hedrick

Total Number of Records: 65