



CITY COUNCIL AGENDA

NOTICE OF REGULAR MEETING

**Tuesday, November 19, 2013
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:**
 - PRESENTATION OF THANKSGIVING HOLIDAY SCHEDULE (FACILITIES AND SERVICES) – UTILITY BILLING SUPERVISOR
- 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 another 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 MEETINGS:** THE CITY COUNCIL WILL CONSIDER THE MINUTES OF ITS NOVEMBER 5, 2013 WORKSHOP AND REGULAR MEETING - MAYOR KREBS AND CITY SECRETARY

NEW BUSINESS

7. **RESOLUTION NO. 672 – ADVANCE FUNDING AGREEMENT:** THE CITY COUNCIL WILL CONSIDER APPROVAL OF AN ADVANCE FUNDING AGREEMENT FOR THE RAILROAD RIGHT-OF-WAY HIKE AND BIKE TRAIL WITH THE TEXAS DEPARTMENT OF TRANSPORTATION – DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT
8. **RESOLUTION NO. 673 - INTERLOCAL AGREEMENT FOR THE DELIVERY OF HEALTH RELATED SERVICES:** THE CITY COUNCIL CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT FOR HEALTH RELATED SERVICES WITH THE SAN PATRICIO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT – DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT
9. **ORDINANCE NO. 2080 – AMENDING ANIMAL CONTROL CHAPTER 3, ARTICLE IV SEC. 3-55 OF THE CODE ORDINANCES:** THE CITY COUNCIL WILL CONSIDER THE FIRST READING OF AN ORDINANCE AMENDING ANIMAL CONTROL FEES AND ESTABLISHING GUIDELINES FOR THE RELEASE OF IMPOUNDED ANIMALS – CHIEF OF POLICE

10. PURCHASE OF THREE (3) NEW PATROL VEHICLES: THE CITY COUNCIL WILL CONSIDER THE PURCHASE OF THREE (3) NEW PATROL VEHICLES FROM MEADOR DODGE UNDER THE STATE CONTRACT BID FOR \$69,555 – CHIEF OF POLICE

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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- 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 only be given 4 minutes to do so

Neither the City Council nor the Staff is legally permitted to respond to citizen comments, questions, requests or proposals at the time of the meeting. A member of the City Council or the City Manager may place an item on the agenda of a future City Council workshop or meeting to legally do so. If that is done, the audience member seeking a response will be given advance notice.

D. 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. 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

Posted: November 15, 2013 by 5:00 p.m.
Portland City Hall

By: 
Annette Hall
City Secretary

**CITY OF PORTLAND
CITY COUNCIL
WORKSHOP MEETING
NOVEMBER 5, 2013 – 6:00 P.M.**

On this the 6th day of November 2013, the Council of the City of Portland convened in a workshop meeting session at 6:00 p.m. in the Council Chambers of City Hall, Daniel P. Moore Community Center Complex and notice of workshop 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
Cathy Skurow	Mayor Pro Tem
Ron Jorgensen	Council Member
Gary Moore, Sr.	Council Member
John Green	Council Member
David E. Lewis	Council Member

MEMBERS ABSENT:

John Vilo	Council Member
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STAFF PRESENT:

Randy Wright	City Manager
Sandy Clarkson	Finance Director
Brian DeLatte	Director of Public Works and Development
Tim Vanlandingham	Fire Chief
Kyle Schreckenbach	Assistant Public Works Director
Kristin Connor	Director of Parks and Recreation
RoseAleta Laurell	Library Director
Michel Weaver	Assistant to the City Manager
Lorenzo Lara	Senior Accountant
Annette Hall	City Secretary
Terrell Elliott	IT Manager - Police Sergeant

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

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

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

Mayor Krebs called the workshop to order at 6:00 p.m.

2. **EXECUTIVE SESSION:** THE CITY COUNCIL WILL CONDUCT AN EXECUTIVE SESSION ACCORDING TO §551.071 (DISCUSSION OF PENDING OR CONTEMPLATED LITIGATION WITH ATTORNEYS - CITY OF PORTLAND VS TCEQ) AND 551.072 (DELIBERATION REGARDING REAL PROPERTY) OF THE GOVERNMENT CODE – MAYOR AND CITY MANAGER

NO FORMAL ACTION WILL BE TAKEN AT THE CONCLUSION OF THE EXECUTIVE SESSION

At 6:01 p.m. Mayor Krebs announced that the City Council will conduct an Executive Session According to §551.071 (discussion of pending or contemplated litigation with Attorneys - City Of Portland vs TCEQ) and §551.072 (deliberation regarding real property) of the Government Code.

Mayor Krebs added that no formal action will be taken at the conclusion of the executive session.

Mayor Krebs announced that the Executive Session was concluded at 6:53 p.m. and reconvened the workshop at 6:35 p.m.

3. **TEXAS MUNICIPAL LEAGUE ANNUAL CONFERENCE:** THE CITY COUNCIL WILL DISCUSS LESSONS LEARNED FROM RECENT TEXAS MUNICIPAL LEAGUE TRAINING AS WELL AS POSSIBLE FUTURE OPPORTUNITIES AND PROGRAM INITIATIVES. NO ACTION WILL BE TAKEN ON ITEMS DISCUSSED BUT ONE OR MORE ITEMS MAY BE INCLUDED FOR COUNCIL ACTION AT A FUTURE CITY COUNCIL MEETING.

Council discussed the possibility of implementing a long range budget plan for Christmas decorations during the next budget process and looking further into the cost of EnCode 360 software that was demonstrated at TML.

4. **ADJOURNMENT:** MAYOR KREBS

Mayor Krebs adjourned the workshop at 6:49 p.m.

D. NOTICE OF ASSISTANCE:

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BRaille IS NOT AVAILABLE

Approved:

David Krebs
Mayor

Attest:

City Secretary

**CITY OF PORTLAND
CITY COUNCIL
REGULAR MEETING
NOVEMBER 5, 2013 – 7:00 P.M.**

On this the 5th day of November 2013, 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
Cathy Skurow	Mayor Pro Tem
Ron Jorgensen	Council Member
Gary Moore, Sr.	Council Member
John Green	Council Member
David Lewis	Council Member

MEMBERS ABSENT:

John Vilo	Council Member
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STAFF PRESENT:

Randy Wright	City Manager
Brian DeLatte	Director of Public Works and Development
Sandy Clarkson	Finance Director
Tim Vanlandingham	Fire Chief
Kristin Connor	Director of Parks and Recreation
RoseAleta Laurell	Library Director
Michel Weaver	Assistant to the City Manager
Kyle Schreckenbach	Assistant Director of Public Works
Annette Hall	City Secretary
Lorenzo Lara	Senior Accountant
Terrell Elliott	IT Manager - Police Sergeant
Fred Bussman	IT Technician
Brandon Lemon	Accounting Assistant

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 Lewis gave the invocation and Mayor Krebs led the Pledge of Allegiance.

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

- EARLY CHILDHOOD INTERVENTION PRESENTATION – EARLY INTERVENTION SPECIALIST

Early Intervention Specialist, Brenda Gonzales gave a presentation on the benefits of the Early Childhood Intervention Program.

- NEW EMPLOYEE INTRODUCTION – PARKS AND RECREATION DIRECTOR

Parks and Recreation Director, Kristin Connor introduced Parks and Recreations Maintenance Supervisor, Richard Thompson

- INTRODUCTION OF POLICE EXPLORERS – OFFICER WELDON WRIGHT

Officer Weldon Wright introduced Post #374 Police Explores and announced that they received 1st place in Felony Traffic Stop in a recent competition in San Antonio.

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:

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- Information regarding holiday schedules
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- Announcements involving imminent threats to the public health and safety of the city

Council Member Jorgensen announced that the G-P Wildcats made the playoffs.

Mayor Krebs announced that the Ride Texas 2013 Powered by Warriors (Wounded Warriors) on Wheels Cycling Club will be coming through Portland on Monday, November 11th, Veteran's Day between 1 and 2 p.m. and encouraged Portland residents to join in welcoming the riders along Cedar Drive. Radiology Associates will be hosting a reception for the riders and encouraged everyone to go by and show them our appreciation for serving our Country.

B. ACTION ITEMS, RESOLUTIONS AND ORDINANCES:

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- 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

There were none.

OLD BUSINESS

5. MINUTES OF PREVIOUS MEETINGS: THE CITY COUNCIL WILL CONSIDER THE MINUTES OF ITS OCTOBER 15, 2013 REGULAR MEETING - MAYOR KREBS AND CITY SECRETARY

Council Member Moore made the motion to approve the minutes of the October 15, 2013 regular meeting as presented. Council Member Green seconded the motion.

The motion passed 5-0 Council Member Lewis abstaining.

6. ORDINANCE NO. 2079 – UNIFIED DEVELOPMENT TEXT AMENDMENTS: THE CITY

COUNCIL WILL CONSIDER THE SECOND (FINAL) READING OF ORDINANCE NO. 2079 WHICH AMENDS ADOPTS TEXT AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE – DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT

Director of Public Works and Development explained that this was the second and final reading of Ordinance No. 2079 which adopts text amendments to the Unified Development Ordinance, in response with state law and current development trends. There were no public comments through the advertizing period or during the public hearing process. Staff recommends approval of the second reading.

Council Member Jorgensen made the motion to approve the second and final reading of Ordinance No. 2079 which adopts text amendments to the Unified Development Ordinance. Council Member Lewis seconded the motion.

The motion passed 6-0.

Mayor Krebs read the following caption:

ORDINANCE NO. 2079

AN ORDINANCE ADOPTING REVISIONS TO THE UNIFIED DEVELOPMENT ORDINANCE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; ESTABLISHING A PENALTY FOR VIOLATIONS; PROVIDING AND ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION

NEW BUSINESS

7. **WASTEWATER TREATMENT PLANT IMPROVEMENTS CHANGE ORDER NO. 2, FINAL PAYMENT, AND PROJECT ACCEPTANCE:** THE CITY COUNCIL WILL CONSIDER CHANGE ORDER NO. 2 (\$13,003.52 COST DECREASE), FINAL PAYMENT, AND PROJECT ACCEPTANCE FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENTS – DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT

Director of Public Works and Development, Brian DeLatte presented the following Project Update:

- Wastewater Treatment Plant Improvements were part of the 2009A bond issue
 - Scope was increased to include permit-related improvements
 - CSA Construction was awarded the contract in June 2012 for \$3.242M

- Change order issued for this project in response to the Nicklaus Lift Station emergency repairs
- Work has been completed on the Wastewater Treatment Plant Improvements
 - Project completed on-time
 - Project completed under budget
 - To date, the plant has achieved desired results

Mr. DeLatte then presented the Enterococci Results from January through October 2013 and the final 2009A Utility Revenue Bonds Project Status Report. He then recommended acceptance of Change Order No. 2, final payment and acceptance of the Wastewater Treatment Plant Improvements.

Council Member Green made the motion to accept Change Order No. 2 (\$13,003.52 cost decrease), final payment, and project acceptance of the Wastewater Treatment Plant Improvements. Council Member Moore seconded the motion.

The motion passed 6-0.

8. 2013 AD VALOREM TAX LEVY: THE CITY COUNCIL WILL CONSIDER ACCEPTANCE OF THE CERTIFIED 2013 AD VALOREM TAX LEVY - FINANCE DIRECTOR

Finance Director Sandy Clarkson explained that State statutes require the City's tax assessor collector present a Certified Tax Levy for Council approval. The tax assessor collector has presented the City with a certified Tax Levy totaling \$4,670,009.14. Staff has verified the mathematical calculation using the information provided (net taxable value, adopted tax rates, and lost revenues from the tax freeze).

Council Member Skurow made the motion to accept the Certified 2013 Ad Valorem Tax Levy totaling \$4,670,009.14. Council Member Moore seconded the motion.

The motion passed 6-0.

9. SALE OF FIRE DEPARTMENT AMBULANCE: THE CITY COUNCIL WILL CONSIDER AUTHORIZING THE SALE, THROUGH A SEALED BID PROCESS, OF RESCUE 1, A 2008 TYPE III AMBULANCE – FIRE CHIEF

Fire Marshal Tim Vanlandingham explained that he would like to clarify that is a 2009 Type III Ambulance. In 2008, the City purchased a 2009 G4500 AEV Type III Hawk Ambulance. The ambulance is no longer needed by the fire department and selling the vehicle will help us recover our capital investment and reduce annual maintenance costs. This agenda item requests the authorization to sell the ambulance, known as

Rescue 1, at a starting bid price of ninety-thousand (\$90,000), using a sealed bid process.

Initially the City purchased Rescue 1 in 2008 in anticipation of the fire department taking over EMS services for the City. Shortly thereafter, changes in the economy coupled with the improvements in the quality of service provided by our EMS contractor made that change unnecessary. Rescue 1 has not been used to transport patients and it is not likely to transport patients in the near future. This vehicle will continue to depreciate. Therefore, it is prudent to maximize our capital investment recovery by selling this vehicle. Budgeted FY 2013-2014 revenues include the income from the sale of this vehicle. The sale of this vehicle will be conducted according to appropriate statutes.

Council Member Jorgensen made the motion to authorize the sale, through a sealed bid process, of Rescue 1, a 2009 Type III Ambulance. Council Member Green seconded the motion.

The motion passed 6-0.

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

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There were none.

D. ADJOURNMENT: MAYOR

Mayor Krebs adjourned the meeting at 7:41 p.m.

E. NOTICE OF ASSISTANCE:

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BRaille IS NOT AVAILABLE

Approved:

David Krebs
Mayor

Attest:

City Secretary



CITY COUNCIL ACTION ITEM

AGENDA TITLE	<u>RESOLUTION NO. 672 – ADVANCE FUNDING AGREEMENT</u> The City Council will consider approval of an Advance Funding Agreement for the Railroad Right-of-Way Hike and Bike Trail with the Texas Department of Transportation
MEETING DATE	11/26/2013
DEPARTMENT	Public Works
SUBMITTED BY	Brian DeLatte, P.E.

EXECUTIVE SUMMARY

Resolution No. 672 authorizes the City Manager to execute the Advance Funding Agreement (AFA) for the Railroad Right-of-Way Hike and Bike Trail. This is a required action to receive the 80% match (\$145,986.00) in Transportation Enhancement Program funding for the project.

PRIOR ACTIONS OR REVIEWS

- October 16, 2012 – City Council authorized the engagement of Coym, Rehmet, & Gutierrez as the consulting engineer for the project (\$22,600)
- January 15, 2013 – City Council approved Resolution No. 661 authorizing the City’s matching contribution to be allocated from Hotel Occupancy Tax reserves

DETAILS / STAFF ANALYSIS

The agreement has been reviewed by City Staff and the City Attorney and is similar to AFA’s previously used. Approval is recommended.

ALTERNATIVES CONSIDERED

N/A.

FINANCIAL IMPACT

The AFA allows the City to receive program funding in the amount of \$145,986.00. Without this funding, the remainder of the project would be funded through other city sources.

ATTACHMENTS

- Resolution No. 672 and Advance Funding Agreement

RECOMMENDED ACTION

Adopt a motion that approves Resolution No. 672.

RESOLUTION NO. 672

**APPROVING THE ADVANCE FUNDING AGREEMENT FOR
A TRANSPORTATION ENHANCEMENT PROJECT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR
THE RAILROAD RIGHT-OF-WAY HIKE AND BIKE TRAIL**

WHEREAS, the City of Portland has submitted to the Texas Department of Transportation (TxDOT) and the Corpus Christi Metropolitan Planning Organization a project nomination for the Railroad Right-of-Way Hike and Bike Trail under the Transportation Enhancement Program; and

WHEREAS, the City of Portland desires to connect Violet Andrews Park with Sunset Lake Park via the Railroad Right-of-Way Hike and Bike Trail; and

WHEREAS, the City has been allocated \$145,986.00 in matching funding for the project; and

WHEREAS, in order to receive the matching funding, the City must execute an Advance Funding Agreement for the 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 Agreement for CSJ # 0916-28-061 with the Texas Department of Transportation.

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

PASSED and APPROVED this ____ day of November, 2013.

EXECUTED UPON APPROVAL

By: _____
David Krebs
Mayor

ATTEST:

By: _____
Annette Hall
City Secretary

CSJ #0916-28-061 Fed.# STP2014(133)TE
District # CRP
Code Chart 64 #33450
Project: Transportation Enhancement
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A TRANSPORTATION ENHANCEMENT (TE) PROJECT**

This Advance Funding Agreement for a Transportation Enhancement Project (the 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, TX, acting by and through its duly authorized officials called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State a nomination form for consideration under the Transportation Enhancement Program for the project which is briefly described as Railroad Right of way Hike and Bike Trail, called the "Project"; and

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

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; 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 (the "Commission") passed Minute Order Number 113642 dated July 26, 2013 awarding funding for projects in the 2012 Program Call of the Transportation Enhancement Program, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Transportation Enhancement Program are established in 43 TAC Sections 11.200 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated January 15, 2013, which is attached hereto and made a part hereof as Attachment A;

NOW THEREFORE, the State and the Local Government agree 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 terminated as provided in Article 2.

2. Termination of the Agreement

- A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement and may be terminated by any of the following conditions:
1. By mutual written consent and agreement of all parties;
 2. By any party with 90 days written notice; or
 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- D. A project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
 3. The Local Government withdraws from participation in the Project.
 4. This is a construction project and construction has begun by August 31, 2016.
 5. This is not a construction project and project activities have not been completed by NA, 20__.
 6. The State determines that federal funding may be lost due to the Project not being implemented and completed.
 7. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 8. The Local Government fails to attend progress meetings at least twice yearly, as scheduled by the State.

CSJ #0916-28-061 Fed.# STP2014(133)TE
District # CRP
Code Chart 64 #33450
Project: Transportation Enhancement
Federal Highway Administration
CFDA # 20.205
Not Research and Development

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete the Project or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

The scope of work for the Project, which is shown in Attachment B, the Project Location Map, described in the nomination form and as approved by the Texas Transportation Commission, consists of: building a ten (10) foot wide concrete hike and bike trail in the City of Portland from Sunset Ave at Bayview Blvd to the intersection of First Avenue and Houston Street for a distance of three hundred (300) feet; providing connection of two premiere bicycle and pedestrian facilities of Sunset Lake and Violet Andrews Park.

The purpose of this Transportation Enhancement project is to provide an off street multi-use bike path with lighting, landscaping, and streetscape furniture amenities that shall provide expansion of the current trail system as well as enhanced safety and mobility.]

Any project changes proposed must be submitted in writing by the Local Government to the State. Changes may also require an amendment to the Agreement and the approval of the Federal Highway Administration (FHWA), the State, or the Commission. Any changes undertaken without written approval and Agreement amendment may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- B. The Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- C. The Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

CSJ #0916-28-061 Fed.# STP2014(133)TE
District # CRP
Code Chart 64 #33450
Project: Transportation Enhancement
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Not Research and Development

- D. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and before federal spending authority is approved.
- E. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- F. The Local Government agrees to make a determination of property values for each real property parcel to be purchased with federal funds by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- G. Condemnation shall not be used to acquire real property for this enhancement Project.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement the Project will be the responsibility of the Local Government and current property owner, at no cost to the State.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of time commensurate with the federal investment, but not less than ten years after project completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This Agreement must be approved by the State prior to its execution. A copy of the executed Agreement shall be provided to the State.
- J. The Local Government agrees to execute individually or produce a legal document as necessary to provide for the Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- K. Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR 710 and 49 CFR 18, and with the procedures provided in the State's Local Government Project Procedures manual. The Local Government

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agrees to monitor the Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate.

1. The Local Government agrees to the review of their Project accounts and site visits by the State during the development of the Project at any time.
 2. Upon Project completion, the State will continue to perform periodic visits to confirm the Project's continued use and upkeep.
- L. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired.

6. 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, unless specified in the Transportation Enhancement Nomination form and approved by the State. The Local Government must obtain advance approval for any 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 begins.

7. Environmental Assessment and Mitigation

Development of the 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 Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nomination form and approved by the State.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all environmental problems have been remediated. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project 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).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government. 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 the Local Government will be seeking reimbursement for these services; and with Texas Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

- A. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites* and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two American Association of State Highway and Transportation Officials' (AASHTO) publications, "*A Policy on Geometric Design of Highways and Streets*" and "*Guide for the Development of Bicycle Facilities*," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.
- B. When architectural and engineering services are provided by or through the Local Government, the Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. When architectural and engineering services are provided by or through the State, then the following applies:
The State is responsible for the delivery and performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the Project purposes. The State will cooperate fully with the Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

- A. The Local Government 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.

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- B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- C. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- 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 Part 635, Subpart B.
- F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

- A. Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should the Local Government at any time after Project completion decide it can no longer maintain and operate the Project for its intended purpose, the Local Government shall return the federal funds in accordance with CFR federal recapture requirements. Should the Local Government consider conveying the property, the State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from the Local Government of their intended action must be submitted to the State for an FHWA review a minimum of sixty (60) days prior to any action being taken by the Local Government. The Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from the Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this Agreement.
- C. Should the Local Government derive any income from the development and operation of the Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to the State on a quarterly basis. Monies set aside according to this provision shall be expended

using accounting procedures established under OMB-133 and with the property management standards established in Title 49 CFR §18.32.

- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of the Project.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before 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 Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training *in Local Government Procedures Qualification for the Texas Department of Transportation* 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. 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. A Source of Funds estimate based on the budget provided in the project nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by state and local sources, as well as the maximum amount in federal Transportation Enhancement funds assigned by the Commission to the project. The parties agree that the Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, FPAA, or other federal document.
- D. The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate and any operating or maintenance expenses.
- E. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project costs

incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.

- F. Following execution of this Agreement, but prior to the performance of any review work by the State, the Local Government will pay an amount sufficient to cover the estimated cost for the State's review. The Local Government shall advance to the State twenty percent (20%) of the State's administrative and associated cost for review of the plans, specifications, and estimate. The Local Government must also advance to the State zero percent (0%) of the Project's estimated preliminary engineering cost, if the State is administering the architectural or engineering contract. The estimated amount of this advance for this Project's preliminary engineering is \$952.00, in cash. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government must advance to the State eighty percent (80%) of the State's administrative and associated costs for letting and construction. The Local Government shall also remit its remaining financial share for the Project's estimated construction and construction engineering costs, if the State is letting the Project. The amount to be advanced for this Project's Construction is estimated to be \$3,808.00, in cash.
- G. In the event the State determines that additional funding is required by the Local Government at any time during the Project, the State will notify the Local Government in writing. The Local Government is responsible for twenty percent (20%) of the authorized Project cost and one hundred percent (100%) of any overruns above the federally authorized amount. The Local Government will 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 will remit a warrant made payable to the "Texas Department of Transportation Trust Fund." The warrant will be deposited by the State in an escrow account to be managed by the State. Until the final Project accounting, funds in the escrow account may only be applied by the State to the Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to 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. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

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- L. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- M. The State will not pay interest on any funds provided by the Local Government.
- N. 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.
- O. 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.

13. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Portland City Manager 1900 Billy G. Webb Dr. Portland, TX 78734	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case 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.

15. 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.

16. 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.

17. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar format. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. 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

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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 Agreement period and for four (4) years from the date of completion of work defined under this Agreement 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 U. S. 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 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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 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 Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the 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.*

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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 Assistance 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 Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement 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 be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. 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

- A. Should this Agreement authorize 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.

- B. For projects including buildings, the Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.sam.gov/portal/public/SAM/>;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- 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 OF LOCAL GOVERNMENT**

RESOLUTION NO. 661

**A RESOLUTION AUTHORIZING THE USE OF
HOTEL OCCUPANCY TAX FUNDS FOR THE
DESIGN AND CONSTRUCTION OF THE
RAILROAD RIGHT-OF-WAY HIKE AND BIKE
TRAIL**

WHEREAS, the City of Portland desires to construct a hike and bike trail in the Railroad right-of-way connecting First Avenue and Sunset Drive; and

WHEREAS, the project was authorized by the 2012 Capital Program; and

WHEREAS, the City of Portland has submitted a Texas Department of Transportation Transportation Enhancement Program grant application for the project; and

WHEREAS, the total project cost is estimated to be \$163,622 and the City of Portland intends to fund the project utilizing 80% federal funding and a 20% local match; and,

WHEREAS, the City Attorney has reviewed the project and determined that it meets the statutory requirements for Hotel Occupancy Tax use as a means of promoting tourism; and,

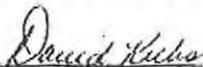
WHEREAS, the City of Portland has identified available funds in the Hotel Occupancy Tax reserves,

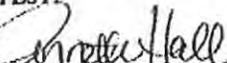
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, TEXAS:

Section 1. The City's finance director is authorized to allocate the City's local match in the amount of \$32,724 from the Hotel Occupancy Tax reserves for the design and construction of the project.

PASSED and APPROVED this 15th day of January 2013.

EXECUTED UPON APPROVAL

By: 
David Krebs
Mayor

ATTEST:
By: 
Annette Hall
City Secretary



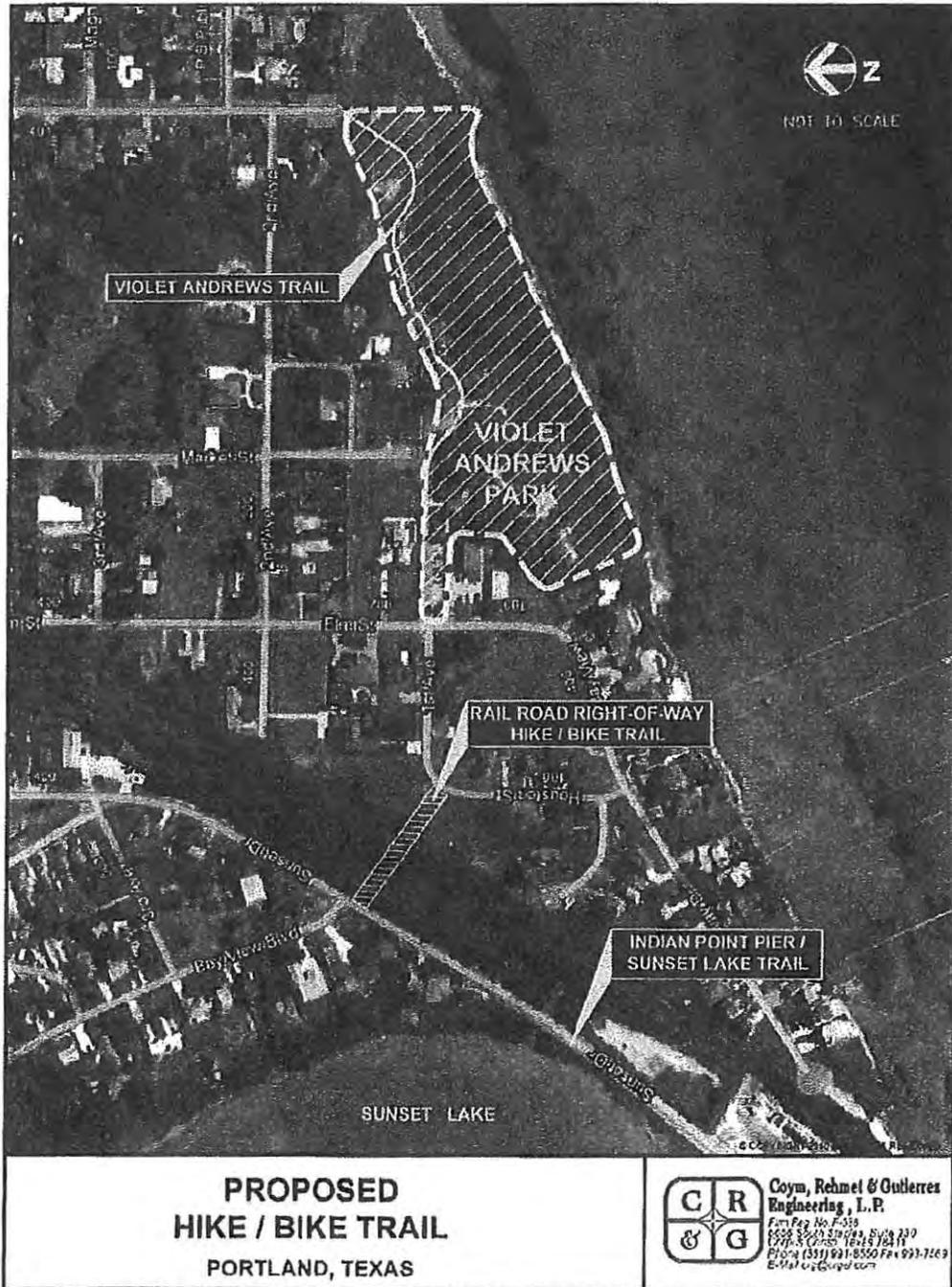
CSJ #0916-28-061 Fed.# STP2014(133)TE
District # CRP
Code Chart 64 #33450
Project: Transportation Enhancement
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP



CSJ #0916-28-061 Fed.# STP2014(133)TE
District # CRP
Code Chart 64 #33450
Project: Transportation Enhancement
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP



CSJ #0916-28-061 Fed.# STP2014(133)TE
 District # CRP
 Code Chart 64 #33450
 Project: Transportation Enhancement
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Off System - TE Project Budget Estimate

LG Performs PE Work or Hires Consultant / Local Let Project to Construction Contract

Description of Project Cost to be incurred:	Total Estimated Cost = Authorized Amount	Federal Participation (80% or <) Max TE \$145,986.00		State Participation = 0		Local Participation (20% or greater)	
		%	Cost	%	Cost	%	Cost
Locals will retain their local match for those services administered/contracted themselves.							
Planning, research, surveying, education for non-construction related projects	\$0	0%	\$0		0	0%	\$0
Utilities	\$0	0%	\$0		0	0%	\$0
Environmental Cost	\$0	0%	\$0		0	0%	\$0
Right of Way – by LG	\$0		0				0
Subtotal by Local Gov't	\$0	0%	\$0	0%	\$0	0%	\$0
TxDOT Administrative cost incurred - PE:	TxDOT's Overall ADM Cost based on 15% of Nomination's estimated budget						*Due within 30 days
TxDOT - PE Phase – Direct State Cost 3% reviews, clearances, admin., coordination, etc.	\$4,760.00	80%	\$3,808.00			20%	*\$952.00
TxDOT Administrative cost incurred - CE:	Remaining % of TxDOT ADM Cost based on current Budget Estimate at letting						**Due 60 days prior
TxDOT - Construction Phase – Direct State Costs 12%—oversight, inspection, site visits, etc.	\$19,042.00	80%	\$15,234.00	0%	\$0	20%	**\$3,808.00
Direct Project Construction COST	Locals retain their local participation below to apply to project cost directly						
Construction Contract – work bid items, letting fees, clearances, permits, etc. ,CE	\$158,680.00	80%	\$126,944.00	0%	\$0	20%	\$31,736.00
Other Associated Construction Cost	0				0		0
Subtotal Construction	\$177,722.00	80%	\$142,178.00	0%	\$0	20%	\$35,544.00
TOTAL	\$182,482.00	80%	\$145,986.00	0%	\$0	20%	\$36,496.00

CSJ #0916-28-061 Fed.# STP2014(133)TE
District # CRP
Code Chart 64 #33450
Project: Transportation Enhancement
Federal Highway Administration
CFDA # 20.205
Not Research and Development

The Estimated Total Participation by the Local Government is \$36,496.00, plus 100% of overruns. Payment of the Local's share of TxDOT's ADM PE Cost to be incurred is \$952.00, due within 30 days from execution of the AFA contract. Payment of the Local's share of TxDOT's ADM Cost for Construction to be incurred is \$3,808.00, due 60 days prior to the Construction contract being advertised for bids. This is an estimate. The eligible percent of required local match as stated in the nomination is 20% or greater. The final amount of Local Government participation will be based on actual costs. The Maximum TE federal funds available for the project are \$145,986.



CITY COUNCIL ACTION ITEM

AGENDA TITLE **RESOLUTION NO. 673 – INTERLOCAL AGREEMENT FOR HEALTH RELATED SERVICES**

The City Council will consider approval of an interlocal agreement for health related services with the San Patricio County Environmental Health Department

MEETING DATE 11/26/2013

DEPARTMENT Public Works

SUBMITTED BY Brian DeLatte, P.E.

EXECUTIVE SUMMARY

Resolution No. 673 authorizes the City Manager to execute an interlocal agreement with San Patricio County for health related services. The San Patricio County Environmental Health Department has provided these services since 1996.

PRIOR ACTIONS OR REVIEWS

City Council has authorized the agreements in 1996, 1999, 2002, 2005, 2008, and 2010.

DETAILS / STAFF ANALYSIS

The interlocal agreement allows San Patricio County to provide health related services within the City of Portland city limits. Services include septic tank inspections, food handler services, and food establishment regulations. The agreement has been reviewed by City Staff and the City Attorney and is identical to agreements previously used. Approval is recommended.

ALTERNATIVES CONSIDERED

Without this agreement, additional personnel would be required to provide these services.

FINANCIAL IMPACT

N/A.

ATTACHMENTS

- Resolution No. 673
- Interlocal Agreement

RECOMMENDED ACTION

Motion to approve Resolution No. 673.

RESOLUTION NO. 673

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH SAN PATRICIO COUNTY FOR THE PROVISION OF HEALTH RELATED SERVICES

WHEREAS, the Texas Health and Safety Code requires the City of Portland to provide specific health related services; and

WHEREAS, such health related services may be provided by city staff, through privatization, or through interlocal agreements; and

WHEREAS, the San Patricio County Environmental Health Department has provided these services since 1996; and

WHEREAS, the City of Portland is satisfied with the health related services being provided and wishes to extend their provision;

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 Interlocal Agreement with San Patricio County for the provision of health related services.

Section 2. The copy of the Interlocal Agreement is attached hereto and incorporated herein for all intents and purposes.

PASSED and APPROVED this ____ day of November, 2013.

EXECUTED UPON APPROVAL

By: _____
David Krebs
Mayor

ATTEST:

By: _____
Annette Hall
City Secretary

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SAN PATRICIO

§

This agreement made and entered into this ___ day of _____, 2013, by and between the City of Portland (herein called "City") and the County of San Patricio, a Political Subdivision of the State of Texas (herein called "County") each acting herein by and through its duly authorized officials;

WITNESSETH:

WHEREAS, Section 121.003(b), Texas Health & Safety Code, authorizes Interlocal Cooperation Agreement in accordance with Article 791.001 et seq. VTCA Government Code between Cities and Counties to provide health related services and;

WHEREAS, the City and County desire to enter into an agreement to allow the County to provide the health related services and to charge recipients of the services for said services (by establishing a permitting and fee system where appropriate).

NOW THEREFORE, said parties agree and covenant upon the terms and conditions as follows:

1. City agrees to authorize San Patricio County to act as its authorized representative in health related activities regulated and enforced by the Environmental Health Department. San Patricio County will not enforce any municipal laws or ordinances which can be enforced by a municipal employee or an official.
2. County agrees to charge recipients of the services in an amount authorized by the Commissioners Court of said County and to be responsible for the collection of said charges (and issuance of said permits). County agrees to give City ninety (90) days advance notice of any change in fees.
3. This agreement may be terminated by either party hereto by the giving of thirty (30) days written notice of cancellation.
4. The Interlocal Agreement will be effective beginning _____ for the next (3) three years and will expire December 31st of the 3rd year.

EXECUTED in duplicate originals by the parties hereto on the ___ day of _____, 2013.

CITY OF PORTLAND

Mayor

ATTEST:

City Secretary

COUNTY OF SAN PATRICIO

County Judge

Approval Date: _____ 2013

ATTEST:

County Clerk

AGENDA TITLE **ORDINANCE NO. 2080 AMENDING CHAPTER 3, ARTICLE IV SEC. 3-55 OF THE CODE OF ORDINANCES**

The City Council will consider the first reading of an ordinance amending animal control fees and establishing the means for the release of impounded animals.

MEETING DATE 11/19/2013

DEPARTMENT Police

SUBMITTED BY Gary Giles, Chief of Police

EXECUTIVE SUMMARY

The proposed ordinance revises the fee charged for impounded animals, the fee for the daily care and feeding of impounded animals at the City of Portland Animal Shelter, and establishes a procedure for release of animals from impound.

PRIOR ACTIONS OR REVIEWS

Fees were last raised from \$20.00 to \$40.00 per impoundment and boarding costs were raised from \$5.00 to \$10.00 per day by ordinance on August 19, 2003.

DETAILS / STAFF ANALYSIS

It has become necessary to increase the fees associated with animals impounded and housed at the City of Portland animal shelter due to many factors including:

- The increase in the number of animals impounded that comes with the growing human population
- The increasing cost of food, bedding, cleaning supplies, utilities, etc.

The change also includes a more efficient way to handle the release of animals from impoundment. Establishing an efficient means for the release of impounded animals assures those released are properly licensed and vaccinated.

ALTERNATIVES CONSIDERED

Staff also considered a tiered-fine option costing less for animals which are spayed/neutered, registered, and vaccinated and more for those which are not.

FINANCIAL IMPACT

Increasing animal impoundment fees will generate additional revenue to cover the costs of running and maintaining the current animal shelter. Based on statistics from the first 8 months

of 2013, the increase in fees of 25% on impound fees and 50% on boarding fees will produce revenue of approximately \$1400.00 per year. This increase in fees was recommended during budget workshops and is included as a part of projected revenues for FY 2013-14.

ATTACHMENTS

1. Proposed Ordinance No. 2080

RECOMMENDED ACTION

Motion to approve the first reading of Ordinance No. 2080 revising animal control impoundment fees and amending procedures for release of animals from impoundment.

Ordinance No. 2080

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF PORTLAND INCREASING ANIMAL CONTROL FEES AND ESTABLISHING GUIDELINES FOR THE RELEASE OF IMPOUNDED ANIMALS

WHEREAS, the City of Portland spends a significant amount of time, effort and money to impound, care for, feed, and maintain animals at the city Animal Shelter; and,

WHEREAS, the cost of food, bedding, cleaning supplies, and other shelter necessities has continued to increase; and,

WHEREAS, the City has an obligation to properly care for animals in its charge,

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

SECTION ONE: Chapter 3, Article IV of the Code of Ordinances of the City of Portland is hereby amended as follows:

Sec. 3-55. Impoundment Generally

The City shall maintain an animal shelter

- (a) The City shall provide an animal control facility and it shall be the duty of the animal control officer and every other person who may be employed by the City for that purpose to promptly seize, take up and place in such animal control facility all dogs or cats running at large or being kept or harbored in any place within the City contrary to the provisions of this article, and any dog or cat not being kept on the premises of the owner as described in Articles IV and V, and noisy dogs or any dogs that cause or are a nuisance as defined by sections 4-34 and 4-35, and any dangerous vicious dogs as defined in section 4-36. The animal control officer and any other person employed by the City for that purpose, shall be authorized to enter any public or private premises, other than the premises of the owner, to seize any dog or cat that the officer has observed violating this article or against which a complaint has been filed in the municipal court.
- (b) No dog or cat shall be released from the animal control facility unless the owner or person entitled to claim the same shall pay to the City a fee as set forth in the following schedule:
 - (1) The fee for release of a dog or cat that has been immunized against rabies within the previous twelve (12) months and has a current dog or

cat license shall be ~~forty dollars (\$40.00)~~ fifty dollars (\$50.00) for the day of impoundment plus the cost of boarding the dog or cat, which cost is hereby set at ~~ten dollars (\$10.00)~~ fifteen (\$15.00) per additional day.

(2) The fee for the release of a dog or cat that does not have a current City license or has not been ~~has a current license, but was~~ vaccinated for rabies within the previous ~~longer than~~ twelve (12) months prior to impounding shall be ~~forty dollars (\$40.00)~~ fifty dollars (\$50.00) for the day of impoundment, plus the cost of boarding the dog or cat, which cost is hereby set at ~~ten dollars (\$10.00)~~ fifteen dollars (\$15.00) per additional day.

a. An additional fifteen dollar (\$15.00) rabies and license fee will be assessed to all such animals to pay for the vaccination and license. The Chief of Police will administer a process by which the vaccination and license are obtained through a partnership with local veterinarian(s).

(c) Any dog or cat seized by the animal control officer and impounded three (3) or more times shall be deemed a public nuisance and the City and/or private parties may bring appropriate action to abate such nuisance.

~~(d) All dogs and cats released from the animal control facility to owners or purchasers thereof shall receive rabies immunization, at the cost of the owner or purchaser, if they have not been vaccinated within the previous twelve (12) months.~~

(d) Dogs or cats not claimed and released within seventy-two (72) hours after being impounded may be adopted or destroyed or otherwise disposed of.

SECTION TWO: Any previously adopted ordinance, resolution, rule, regulation or policy in conflict with this Ordinance is hereby repealed.

SECTION THREE: That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and separable and if any section, paragraph, sentence, clause or phrase of this ordinance shall be declared unconstitutional by the valid judgment or decree or any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this ordinance since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION FOUR: This Ordinance shall be in full force and effect after passage and publication as required by law.

PASSED and **APPROVED** this _____ day of December, 2013.

EXECUTED

BY: _____
David Krebs, Mayor

ATTEST:

BY: _____
Annette Hall, City Secretary

AGENDA TITLE **PURCHASE OF THREE (3) NEW PATROL VEHICLES**
 THE CITY COUNCIL WILL CONSIDER THE PURCHASE OF THREE (3) NEW PATROL VEHICLES FROM MEADOR DODGE UNDER THE STATE CONTRACT BID FOR \$69,555

MEETING DATE 11/19/2013

DEPARTMENT Police

SUBMITTED BY Chief Gary Giles

EXECUTIVE SUMMARY

We have pricing from several mass bidders for the purchase of three (3) patrol vehicles

PRIOR ACTIONS OR REVIEWS

Four 2013 Chevrolet Tahoes were purchased in September, 2012 using federal drug forfeiture funds. Previously, two Dodge patrol vehicles and one Chevrolet Tahoe were purchased during the 2011/2012 budget.

DETAILS / STAFF ANALYSIS

Vendor	UNIT COST	TOTAL COST
Meador Dodge, Fort Worth, TX (State Contract) 2014 Dodge Charger Police Vehicles	\$ 23,185	\$ 69,555
Dodge City, McKinney, TX (State Contract) 2014 Dodge Charger Police Vehicles	\$ 23,203	\$ 69,609
Dallas Dodge-Chrysler-Jeep TX (H-GAC) 2014 Dodge Charger Police Vehicles	\$ 23,665	\$ 70,995
In addition to the vehicle purchase, approximately \$19,200 (\$6,400 each) will be required for equipment changeover (radio, light bar, cage, etc.) on two of the vehicles and purchase of new equipment for the remaining vehicle.		

ALTERNATIVES CONSIDERED

Other vehicles considered:

Chevrolet Tahoe	Avg. price between \$26,000 and \$34,000
Chevrolet Caprice	Avg. price \$27,000
Ford Police Interceptor	Avg. price (\$23,000)* v6 all wheel drive

FINANCIAL IMPACT

Two of the vehicles will be replacing existing, high mileage, vehicles which are beginning to require regular maintenance. One vehicle is being added to the fleet. Newer vehicles, still under warranty, will cost less to maintain. All three vehicles were included in the approved 2013/2014 budget. Any costs beyond what was approved in the budget can be absorbed in the overall police budget.

ATTACHMENTS

None

RECOMMENDED ACTION

Motion to Authorize the purchase of three Dodge Charger (v8 rear wheel drive) police vehicles from Meador Dodge under the State Contract bid along with necessary equipment and installation for a total cost not to exceed \$88,755.



STAFF
WEEKLY
REPORTS

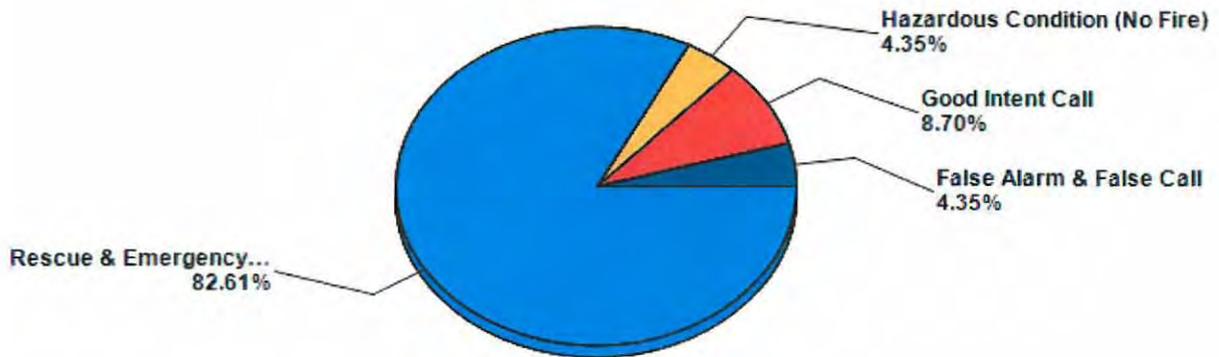
Portland Fire Department

Portland, TX

This report was generated on 11/11/2013 9:53:05 AM

Breakdown by Major Incident Types for Date Range

Start Date: 11/04/2013 | End Date: 11/10/2013



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	19	82.61%
Hazardous Condition (No Fire)	1	4.35%
Good Intent Call	2	8.70%
False Alarm & False Call	1	4.35%
TOTAL	23	100.00%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	5	21.74%
321 - EMS call, excluding vehicle accident with injury	13	56.52%
322 - Motor vehicle accident with injuries	1	4.35%
441 - Heat from short circuit (wiring), defective/worn	1	4.35%
611 - Dispatched & cancelled en route	2	8.70%
745 - Alarm system activation, no fire - unintentional	1	4.35%
TOTAL INCIDENTS:	23	100.00%

Fire Officer School
Leadership Portland Tour of Station 2

Average Response Time: 3.61 Min.



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

Completed Activities

11/03/2013 through 11/09/2013

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Report run on: 11-11-2013

Activity Date	Record Type	Activity	Party	Site Address	Inspector	Status
11/04/2013	Unwholesome Property (FD)	Follow-Up	SCHAEFER STEPHANIE	00303 ELM (CORNER)	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	SWAFFER DONNA L	01312 DENVER	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	POSAS JOSE & SARA	01027 DIOMEDE DR	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	CENNAME ROBERT MADISON	01107 MEMORIAL PARKWAY	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	LUCIANO & ANTONIA CADRIEL	1224 East Haven Dr.	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	VAN ZANDT CHERYL	01704 DALLAS	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	TEENIER LIMITED PARTNERSHIP	01006 BLACK DIAMOND CT	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	WEBER ALLYN D & KRISTY L	01008 BLACK DIAMOND CT	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	BOY SCOUTS OF AMERICA	1300 BLK. WILDCAT DR.	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	ARMONT RACHEL A	01125 IMPERIAL ST	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Contract Services (Mowing or Clean-up)	ARMONT RACHEL A	01125 IMPERIAL ST	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Follow-Up	GARZA EDELGARD C	00113 SIXTH ST	Craig Hedrick	COMPLETE
11/04/2013	Unwholesome Property (FD)	Notice of violation, trash, rubbish, carrion, refuse	GARZA EDELGARD C	00113 SIXTH ST	Craig Hedrick	IN COMPLIANCE
11/05/2013	Unwholesome Property (FD)	Follow-Up	LEAL MICHAEL & DORI	00144 DELL (CORNER)	Craig Hedrick	COMPLETE
11/05/2013	Unwholesome Property (FD)	Follow-Up	BRIAN & CELINA A. LINDERSON	119 Janin Cir. N.	Craig Hedrick	COMPLETE
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	RESPONSIBLE PARTY	Common's Way S/N and Reynolds	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	ENER THOMAS & CHRISTINA	01026 DIOMEDE DR	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	GUZMAN ABEL C	01301 AUSTIN	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	DUHON DAVID	01407 AUSTIN	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	AULT CHARLES	01503 AUSTIN	Craig Hedrick	NOTIFIED



Portland Fire Department
595 Buddy Ganem
Portland, TX 78374
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361-643-0369

Completed Activities

11/03/2013 through 11/09/2013

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Report run on: 11-11-2013

Activity Date	Record Type	Activity	Party	Site Address	Inspector	Status
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	CHAPA SILVIA L	01505 AUSTIN	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	AIKEN JAMES M & DEBORAH J	01509 AUSTIN	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	GOLDSMITH LLYOD & MARY	01510 AUSTIN	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	HOEFLING JERRY M	01604 DENVER	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	GOOD PAUL AREND	01602 DENVER	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	AVILA MARY ANGELICA	01508 DENVER	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	HAYS JASON RICHARD & AMANDA LOUISE	01506 DENVER	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	ZUNIGA JESUS S & MARIA R MENDEZ-	01408 DENVER	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	SWAFFER DONNA L	01312 DENVER	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	MCPAHAN ANGELA	01310 DENVER	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	CHAVEZ JUAN JOSE JR	01229 DENVER	Craig Hedrick	NOTIFIED
11/05/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	RAMIREZ JOSEPH	01153 DENVER	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	WILLIAMS JAMIE L	01105 AUSTIN	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	GANEM MICHELLE CHRISTI	01109 AUSTIN	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	VROTNEY DAVID D JR & JULI J	01113 AUSTIN	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	HERRERA ANTONIO III &	01117 AUSTIN	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	LOONEY DIONE	01137 AUSTIN	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	MILLER PEGGY LUCILLE	01141 AUSTIN	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	VALENCIA CYNTHIA MARIE	01145 AUSTIN	Craig Hedrick	NOTIFIED



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

Completed Activities

11/03/2013 through 11/09/2013

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Report run on: 11-11-2013

Activity Date	Record Type	Activity	Party	Site Address	Inspector	Status
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	PENA RAUL G	01153 AUSTIN	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	HAMON GREGORY SCOTT	00111 GHENT PL	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	GOMEZ BOBBY & MARGARITA P	01094 POLARIS DR	Craig Hedrick	NOTIFIED
11/06/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	PALMER JOHN E & ROBIN L	01106 ORION DR	Craig Hedrick	NOTIFIED
11/06/2013	Annual Inspection	Re-Inspection	ADVANCE AMERICA	01107 U.S. Highway 181 W. B	Craig Hedrick	PASS
11/06/2013	Annual Inspection	Re-Inspection	PORTLAND TAEKWONDO	1702 U.S. Highway 181 Suite B-3	Craig Hedrick	PASS
11/06/2013	Annual Inspection 1	Periodic	ANYTIME FITNESS	409 Cedar	Craig Hedrick	PASSED
11/06/2013	Fire Safety	Annual	PEPITO'S	01807 U.S. Highway 181	Craig Hedrick	N/A
11/06/2013	Annual Inspection	Re-Inspection	LANDS END LIMITED & LANDS E	01201 MOORE AVENUE	Craig Hedrick	PASS
11/07/2013	Annual Inspection	Re-Inspection	BRIDGE POINT LANDING APARTMENTS	01090 Lang Rd.	Craig Hedrick	PASS
11/07/2013	Fire Safety	Annual	ACADEMY SPORTS	1900 U.S. 181	Craig Hedrick	N/A
11/07/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	SCHONS MARK J & DEBORAH S	02205 LIVE OAK DR	Craig Hedrick	NOTIFIED
11/07/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	FERNANDEZ FELIPE	00945 AUSTIN & BROADWAY	Craig Hedrick	NOTIFIED

Total Completed Activities: 52

Portland Fire Department

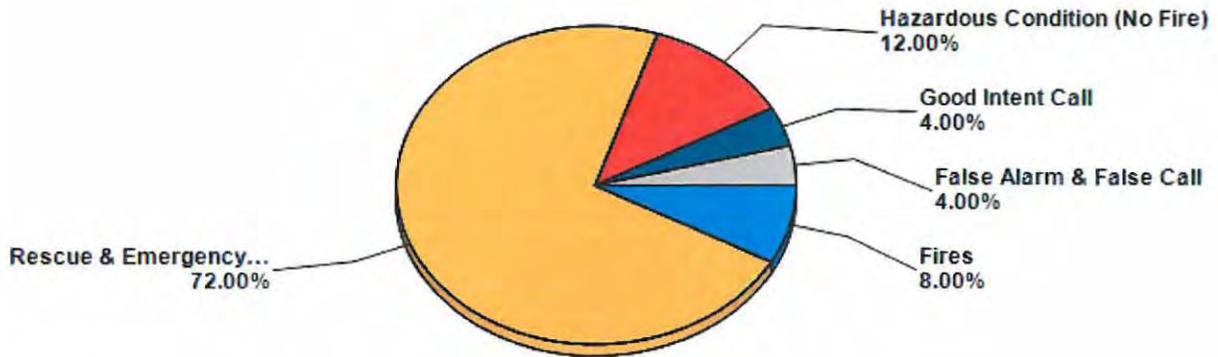
Portland, TX

This report was generated on 11/4/2013 9:24:05 AM



Breakdown by Major Incident Types for Date Range

Start Date: 10/28/2013 | End Date: 11/03/2013



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	8.00%
Rescue & Emergency Medical Service	18	72.00%
Hazardous Condition (No Fire)	3	12.00%
Good Intent Call	1	4.00%
False Alarm & False Call	1	4.00%
TOTAL	25	100.00%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
123 - Fire in portable building, fixed location	1	4.00%
142 - Brush or brush-and-grass mixture fire	1	4.00%
311 - Medical assist, assist EMS crew	6	24.00%
321 - EMS call, excluding vehicle accident with injury	9	36.00%
322 - Motor vehicle accident with injuries	3	12.00%
441 - Heat from short circuit (wiring), defective/worn	1	4.00%
445 - Arcing, shorted electrical equipment	2	8.00%
611 - Dispatched & cancelled en route	1	4.00%
700 - False alarm or false call, other	1	4.00%
TOTAL INCIDENTS:	25	100.00%

Smoke Detector Battery Change Upon Public Request (1)
 Participated in Miles for Meals Walk at Northshore Country Club

Average Response Time: 4.14 Min.



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

Completed Activities

10/27/2013 through 11/02/2013

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Report run on: 11-04-2013

Activity Date	Record Type	Activity	Party	Site Address	Inspector	Status
10/28/2013	Unwholesome Property (FD)	Follow-Up	SAMUEL ALONZO & JOYCE R	02335 MEMORIAL	Craig Hedrick	COMPLETE
10/28/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	SPALDING ERIK R	02326 MEMORIAL	Craig Hedrick	NOTIFIED
10/28/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	SMITH MELLISSA A	00126 GRACE	Craig Hedrick	NOTIFIED
10/28/2013	Unwholesome Property (FD)	Notice of Violation, unwholesome property (grass)	MOODY WILLIAM J	00136 DANIEL MOORE AVE	Craig Hedrick	NOTIFIED
10/29/2013	Unwholesome Property (FD)	Follow-Up	MOODY WILLIAM J	00136 DANIEL MOORE AVE	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	DANIELS PATRICIA & CEDRIC	01807 FALCON	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	LOVELL, ROBERT JR & RHONDA	00218 CARMEL DR	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	SMITH MELLISSA A	00126 GRACE	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Contract Services (Mowing or Clean-up)	SMITH MELLISSA A	00126 GRACE	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	ROSEN MARTHA	00337 LEMA	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	MANNING CHRISTOPHER & JESSICA	00113 DRIFTWOOD DR	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	STEWART WILLIAM T	00110 DRIFTWOOD DR	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	ROCHA ALFREDO & SANDRA	00101 DRIFTWOOD DR	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	SPERLING JARED WAYNE & CHERLYN RUTH	01406 SACRAMENTO DR	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	RIOS JOSE & MELISSA D	01407 SACRAMENTO DR	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	BRAVO MONICO JR & GARCIA F JENNIFER	01401 SACRAMENTO DR	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	HOGAN BUILDING CO NO 1 LLC	01114 IMPERIAL ST	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	HERNANDEZ DAVID JR	01012 CUPERTINO	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	MORRIS EILEEN A	00110 MELBA DRIVE	Craig Hedrick	COMPLETE
10/29/2013	Unwholesome Property (FD)	Follow-Up	KUCERA WILLIAM GENE & NATALIE RIOS	00112 MELBA DR	Craig Hedrick	COMPLETE



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Completed Activities

10/27/2013 through 11/02/2013

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Report run on: 11-04-2013

Activity Date	Record Type	Activity	Party	Site Address	Inspector	Status
10/29/2013	Unwholesome Property (FD)	Follow-Up	MOODY WILLIAM J	00103 ANN DR	Craig Hedrick	COMPLETE

Total Completed Activities: 21