

JAY MARTIN
CHAIRMAN
TREY KENDRICK
MEMBER



CHUCK ENGELKEN
MEMBER
BILL BENTLEY
ALTERNATE

CITY OF LA PORTE DRAINAGE AND FLOODING COMMITTEE MEETING AGENDA

Notice is hereby given of a meeting of the Drainage and Flooding Committee of the City Council of the City of La Porte, to be held February 22, 2021, in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, beginning at 5:00 pm to consider the following items of business.

Social distancing protocols will be in effect in the Council Chambers.

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

<https://us02web.zoom.us/j/82826747959?pwd=S28yd2JWbkNKZHJKQ1kxS1IDNzZTZz09>.

Join by phone at 888-475-4499 or 877-853-5257. The meeting ID is 828 2674 7959 and the passcode is 960760.

1. **CALL TO ORDER**
2. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
3. **STATUTORY AGENDA**
 - (a) Presentation, discussion, and possible action to approve the minutes of the February 8, 2021 meeting. [Chairman Martin]
 - (b) Presentation, discussion, and possible action regarding an interlocal agreement between the City of La Porte and the City of Pasadena related to land within the ETJ of the respective cities. [Lorenzo Wingate, Assistant Director of Public Works]
4. **SET NEXT MEETING**
5. **COMMITTEE COMMENT** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*
6. **ADJOURN**

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

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

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

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

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the February 22, 2021, Drainage and Flooding Committee agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING _____
TIME OF POSTING _____
TAKEN DOWN _____

Lee Woodward

Lee Woodward, City Secretary

JAY MARTIN
CHAIRMAN

TREY KENDRICK
MEMBER



CHUCK ENGELKEN
MEMBER

BILL BENTLEY
ALTERNATE

MINUTES OF THE DRAINAGE AND FLOODING COMMITTEE MEETING February 8, 2021

The Drainage and Flooding Committee of the City of La Porte met on Monday, February 8, 2021, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 5:00 p.m. to consider the following items of business:

Committee Members present: Jay Martin, Chuck Engelken, Trey Kendrick

Committee Members attending remotely: None

Committee Members absent: Bill Bentley

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary

CALL TO ORDER - Chairman Martin called the meeting to order at 5:00 p.m.

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

There were no citizen comments.

3. STATUTORY AGENDA

- a. **Presentation, discussion, and possible action to approve the minutes of the January 11, 2021, meeting. [Chairman Martin]**

Member Engelken moved to approve the minutes; Member Kendrick seconded the motion; the motion was adopted, 3-0.

- b. **Presentation, discussion, and possible action regarding the Harris County recommended minimum drainage and floodplain standards. [Lorenzo Wingate, Assistant Director of Public Works]**

Lorenzo Wingate, Assistant Public Works Director, introduced Candyce Ward of CobbFendley, who provided a presentation on the new floodplain minimum standard recommendations from Harris County. Member Engelken moved to accept the proposal recommendations; the motion was seconded by Member Kendrick; the motion was adopted, 3-0.

- c. **Presentation, discussion, and possible action regarding an interlocal agreement between the City of La Porte and the City of Pasadena related to land within the ETJ of the respective cities. [Lorenzo Wingate, Assistant Director of Public Works]**

Lorenzo Wingate, Assistant Public Works Director, said City staff was still working with the City of Pasadena. Clark Askins, Assistant City Attorney, recapped the discussions thus far, noting a response was received this afternoon, coming closer to the City of La Porte's original requests. Mr. Askins reminded all that there was a provision in the contract that the City of Pasadena would have to provide reimbursement and a 20% surcharge if the City of La Porte had to complete the work. The Committee

asked for a “concise report” to be provided to them at the next meeting, along with the written document. The City Manager requested the Committee hold a special meeting on February 22.

d. Presentation, discussion, and possible action regarding the Harris County Flood Control District’s (HCFCD) and Harris County Precinct 2’s current and future plans related to flooding in the City of La Porte. [Lorenzo Wingate, Assistant Director of Public Works]

Lorenzo Wingate, Assistant Public Works Director, and Member Engelken spoke about a meeting they had had with the Harris County Flood Control District (HCFCD). Member Engelken expressed concerns about HCFCD’s plans in Brookglen, regarding homes being purchased and condemned, and basins to be constructed. Chair Martin asked to have Cobb-Fendley review the HCFCD drainage study prepared relative to the detention ponds. Chair Martin suggested the Council consider a resolution of dissatisfaction with the plan.

e. Presentation, discussion, and possible action regarding the status of current drainage projects. [Lorenzo Wingate, Assistant Director of Public Works]

Lorenzo Wingate, Assistant Public Works Director, said Brookglen and Bayside Terrace have been submitted to Precinct 2 for funding opportunities.

f. Presentation, discussion, and possible action to provide staff with direction, if necessary, regarding additional drainage concerns. [Lorenzo Wingate, Assistant Director of Public Works]

Lorenzo Wingate, Assistant Public Works Director, agreed to follow up on the Valley View Bridge project.

4. Set next meeting - The next meeting date was set for February 22, 2021.

5. Committee Member Comments – There were no comments.

ADJOURN – The meeting was adjourned without objection at 5:50 p.m.

Lee Woodward, City Secretary



REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: February 22, 2021
Requested By: Lorenzo Wingate, Asst. Director
Department: Public Works
 Report Resolution Ordinance

Exhibits: Draft Amendment to ILA (Rev. 2-12-21) & Amendment to COLP-Pasadena ETJ Agreement

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

SUMMARY & RECOMMENDATION

City of La Porte staff and City of Pasadena staff are coordinating to renegotiate terms of the inter-local agreement related to Ordinance No. 2012-3421, for detention capacity located near the Pasadena Convention Center. At the February 8th Drainage Committee Meeting, the Committee requested to have an opportunity to review the most current draft of the proposed amendments to the inter-local agreement. The requested draft version, including proposed amendments, are included as an exhibit for review and discussion.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

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

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date

AMENDMENT TO INTERLOCAL AGREEMENT

That certain Interlocal Agreement (“Interlocal Agreement” herein) made and entered into by the City of Pasadena, Texas, a municipal corporation, and the City of La Porte, Texas, a municipal corporation, effective as of the 3rd day of July, 2012, whereby the City of Pasadena and the City of La Porte agreed to apportion areas within their respective extraterritorial jurisdictional boundaries (“ETJ” herein), including the transfer of the 99 acre tract known as the “Pasadena Annexation Property” from the City of La Porte’s exclusive ETJ to the City of Pasadena’s exclusive ETJ, is hereby amended as provided in this agreement.

WITNESSETH

WHEREAS, under the terms of the Interlocal Agreement the City of Pasadena (“Pasadena” herein) committed to the City of La Porte (“La Porte” herein) that it would construct and install drainage infrastructure on the Pasadena Annexation Property consisting of at least 100 acre-feet of storm water detention (“Drainage Improvements” herein);

WHEREAS, the Interlocal Agreement provided that Pasadena would complete construction of the Drainage Improvements “no later than three years from the date of this agreement”, which date equates to July 3, 2015;

WHEREAS, construction of drainage infrastructure on the Pasadena Annexation Property was never completed by Pasadena, Pasadena has now budgeted for said drainage infrastructure and desires to fulfill its obligations under the Interlocal Agreement and

WHEREAS, Pasadena anticipates that construction of the Drainage Improvements on the Pasadena Annexation Property will be complete one (1) year after the completion of all regulatory approvals, and city of Pasadena City Council approval of design, bidding and award of a construction contract

NOW THEREFORE, for and in consideration of the payment of Ten Dollars (\$10.00) cash and other good and valuable consideration paid each unto the other, the sufficiency of which is hereby acknowledged and confessed the City of Pasadena and the City of La Porte hereby agree to amend the Interlocal Agreement, as follows:

Section 1. Paragraph Three (3) of the Interlocal Agreement is hereby amended in its entirety, and shall hereinafter read as follows:

The City of Pasadena plans to proceed with a project for the construction of Drainage Improvements on the Pasadena Annexation Property pursuant to the provisions set forth on Exhibit “C” to this agreement, The construction of the Drainage Improvements shall be subject to and contingent upon the completion of all studies, investigations and assessments, and all governmental permits and approvals, including any environmental approvals. No more than one (1) year after forementioned approvals have been completed and the Pasadena City Council award of a design agreement, the final designs and engineered drawings for the Drainage Improvements shall be submitted to La Porte for review and comment. No longer than one (1) year after approval by La Porte of final plan designs and engineered drawings and Pasadena City

Council award of a construction contract construction of said Drainage Improvements shall be completed. Failure of Pasadena to complete construction of the Drainage Improvements within one year from said regularity approvals shall entitle La Porte to construct the Drainage Improvements on the Pasadena Annexation Property. In the event La Porte constructs the Drainage Improvements, Pasadena shall reimburse La Porte for the cost of such project, plus an additional twenty (20) percent surcharge, no more than thirty (30) days after demand for payment is submitted.

Section 2. Exhibit "C" of the Interlocal Agreement, titled "Proposed Drainage Improvements", is hereby amended in its entirety, and shall hereinafter read as follows:

PROPOSED DRAINAGE IMPROVEMENTS

As part of a planned redevelopment of the Pasadena Convention Center and Fairgrounds site south of W. Fairmont Parkway and on either side of Willow Springs Bayou (Harris County Flood Control Channel.B112-00-00 it is the intention of the City of Pasadena to make drainage improvements benefitting all those who depend upon the B112-00-00 channel (the "channel" herein) for effective flood control

The Brookglen Subdivision in the City of La Porte, located immediately upstream of the Pasadena Convention Center and Fairgrounds site, consists of approximately 600 single-family homes. The area has experienced severe flooding, with a number of homes suffering repetitive loses. In the 2009 City Wide Drainage Study (available on the City's website), the City of La Porte identified several capital projects directly benefiting the drainage area immediately north of the Pasadena Convention Center and Fairgrounds site.

Based on the substantial potential capital projects costs and other engineering studies Pasadena believes that reductions in the range of ½ foot to one foot of the water surface elevation through downstream improvements constructed by the City of Pasadena would have significant financial benefit to the City of La Porte, both in terms of reduced exposure to flood loses and opportunity to avoid certain capital expenditures.

Any conveyance of the Pasadena Annexation Property to a third-party will include and be subject to a restrictive covenant in recordable form, obligating the purchaser to abide by the terms of this Agreement, including the obligation to 1) install drainage infrastructure providing for no less than 100 acre-feet of storm water detention exclusive of any storm water detention requirements made necessary due to construction on the Pasadena Annexation Property, 2) replat of the subject site, and 3) Pasadena will provide La Porte the necessary modeling information performed by Klotz Associates, Inc. for future LOMR submittal to FEMA.

La Porte and Pasadena understand and agree that Pasadena's construction of Drainage Improvements constitutes no guarantee or assurance that such Improvements will, in fact, cause or result in a reduction of flood waters or flooding in any area in La Porte. La Porte and Pasadena further agree that such Drainage Improvements as outlined in this Agreement do, in fact, constitute the best efforts of Pasadena to mitigate flooding in the area described.

Section 3. Except as amended as provided herein, the Interlocal Agreement between the City of Pasadena and the City of La Porte, effective as of July 3, 2012, shall remain in full force and effect.

EXECUTED on the dates set forth below and EFFECTIVE as of _____.

DRAFT

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WHEREAS, Pasadena anticipates that construction of the Drainage Improvements on the Pasadena Annexation Property will be complete one (1) year after the completion of all regulatory approvals, and city of Pasadena City Council approval of design, bidding and award of a construction contract

NOW THEREFORE, for and in consideration of the payment of Ten Dollars (\$10.00) case and other good and valuable consideration paid each unto the other, the sufficiency of which is hereby acknowledged and confessed the City of Pasadena and the City of La Porte hereby agree to amend the Interlocal Agreement, as follows:

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- b) Pasadena agrees to delegate to La Porte full authority to acquire the necessary studies, investigations and assessments, as well as all governmental permits and approvals, including any environmental and drainage approvals, for construction of the Drainage Improvements by Pasadena. La Porte may hire outside consultants and engineers for such purposes. Pasadena will reimburse La Porte for all costs, fees and expenses incurred by La Porte in performing the tasks outlined in this paragraph, up to the maximum amount budgeted by Pasadena for this phase of the project. La Porte will invoice Pasadena for such costs, fees and expenses as they are received, which Pasadena agrees to pay within thirty (30) days from receipt by La Porte.
- c) After all studies, investigations, assessments, and governmental permits/approvals are completed and/or acquired by La Porte for use by Pasadena, Pasadena agrees that La Porte will have authority to award a contract to an engineering firm to design the Drainage Improvements, for Pasadena's use and benefit in constructing the Drainage Improvements. Final designs and engineered drawings for the Drainage Improvements provided by the engineering firm and approved by La Porte shall be submitted to Pasadena for review and comment. Pasadena's review and comment of the submitted final design and engineered drawings shall be completed and returned to La Porte no later than thirty (30) days after receipt by Pasadena. Failure of Pasadena to return the submitted final design and engineered drawings to La Porte by said thirty (30) day deadline with proposed comments or changes shall be deemed acceptance of such final design and engineered drawings by Pasadena. Pasadena will reimburse La Porte for the cost of hiring an engineering firm for the design of the Drainage Improvements, up to the maximum amount budgeted by Pasadena for this phase of the project. La Porte will invoice Pasadena for costs related to the design contract as they are billed to La Porte, which Pasadena agrees to pay within thirty (30) days from receipt by La Porte.
- d) After approval by Pasadena of the final design and engineered drawings for the Drainage Improvements, Pasadena agrees to prepare the construction phase of the Drainage Improvement for bid, in conjunction with the engineering firm retained by La Porte. Pasadena agrees that it will advertise the construction phase of the project for bid no later than sixty (60) days after approval of the final design and engineered drawings.
- e) No longer than one (1) year after approval by La Porte of final plan designs and engineered drawings and Pasadena City Council award of a construction contract construction of said Drainage Improvements shall be completed. Failure of Pasadena to complete construction of the Drainage Improvements within one year from said regularity approvals of award of the construction contract shall entitle La Porte to construct the Drainage Improvements on the Pasadena Annexation Property. Alternatively, failure of Pasadena to award a construction contract within sixty (60) days of advertising for bids shall entitle La Porte to construct the Drainage Improvements on the Pasadena Annexation Property. In the event La Porte constructs the Drainage Improvements, Pasadena shall reimburse La Ports for the cost of such project, plus an additional twenty (20) percent surcharge, no more than thirty (30) days after demand for payment is submitted.

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EXECUTED on the dates set forth below and EFFECTIVE as of _____.