e file

Agendas and Agenda Materials Meetings of the Boards of Directors

La Porte Redevelopment Authority



La Porte Tax Increment Reinvestment Zone

June 30, 2010

LA PORTE REDEVELOPMENT AUTHORITY

STATE OF TEXAS Ж

COUNTY OF HARRIS)(

CITY OF LA PORTE)(

NOTICE IS HEREBY GIVEN OF THE MEETING OF THE LA PORTE REDEVELOPMENT AUTHORITY TO BE HELD ON JUNE 30, 2010, AT 6:30 P.M. IN CITY COUNCIL CHAMBERS, CITY HALL, 604 WEST FAIRMONT PARKWAY, LA PORTE, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

- Call to order Lindsey Pfeiffer, President;
- Consider approval of the minutes of Board of Directors Meeting held on February 24, 2010;
- 73. Ratify signatures on bank consent document; $p_{product}$
- 4. Receive and consider Sylvan Beach Development Agreement, by and between the REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE; the LA PORTE REDEVELOPMENT AUTHORITY; the CITY OF LA PORT; the LA PORTE ECONOMIC DEVELOPMENT CORPORATION; and HARRIS COUNTY; A pproved
 - 5. Consider disbursement of Annual TIRZ Revenue pursuant to developer agreement; 400000000
 - 6. Receive report with regard to debt financing for Port Crossing;
 - 7. Receive staff report and updates with regard to Port Crossing, Lakes on Fairmont Green, Retreat at Bay Forrest Development Project, and Preserve at Taylor Bayou;

8. Consider approval or other action with regard to authority invoices; Approved

- 9. Board member comments;
 - a. Matters appearing on Agenda;
 - b. Inquiry of staff regarding specific factual information or existing policy
- 10. Adjournment.

THIS FACILITY HAS DISABILITY ACCOMMODATIONS AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES AT MEETINGS SHOULD BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 281-471-5020 OR TDD LINE 281-471-5030 FOR FURTHER INFORMATION.

A POSSIBLE QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT AT THIS MEETING AND PARTICIPATE IN DISCUSSIONS BUT WILL NOT TAKE ANY ACTION.

David W. Hawes **Executive Director**

On Haves

Date Posted

LA PORTE REDEVELOPMENT AUTHORITY, CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

2. Consider approval of the minutes of Board of Directors meeting held on February 24, 2010.

LA PORTE REDEVELOPMENT AUTHORITY c/o Hawes Hill Calderon LLP P.O. Box 22167 Houston TX 77227-2167 713-595-1200 or FAX 713-595-1295

La Porte Redevelopment Authority, City of La Porte, Texas Minutes of the Board Meeting Held February 24, 2010

1. Call to order - Lindsay Pfeiffer, President

The Board of Directors of the La Porte Redevelopment Authority, City of La Porte, Texas, held a meeting, open to the public, on the 24th day of February, 2010; the meeting was called to order at 6:35 p.m. in the City Council Chambers of the City council conference Room, 604 West Fairmont Parkway, La Porte, Texas; and the roll was called of the duly appointed members of the Board, to wit:

Peggy Antone	Position 1
Dave Turnquist	Position 2
Alton Porter	Position 3
Horace Leopard	Position 4
Doug Martin	Position 5
JJ Meza	Position 6
Lloyd Graham	Position 7
Chester Pool	Position 8
Lin Pfeiffer	Position 9 - Chairman

and all of the above were present except Directors Graham and Pfeiffer, thus constituting a quorum. Also present at the meeting were John Joerns, Stacey Osborne, and Scott Bean.

2. Consider approval of the minutes of Board of Directors Meeting held on November 18, 2009.

Upon motion made by Director Turnquist, seconded by Director Meza, the board voted unanimously to approve minutes as presented. Director Porter abstained from the vote due to his absence at the November 18th, 2009 meeting.

3. Approve Fiscal Year 2009 La Porte Redevelopment Authority Audit.

Mr. Hawes gave a brief overview of the calculations used to for the disbursement of Harris county funds. Upon motion made by Director Leopard, seconded by Director Graham, the board voted unanimously to approve the disbursement of Harris County Tax Increment Revenue to Port Crossing.

10

4. Consider approval of invoices.

Mr. Hawes presented the invoices. Upon a motion made by Director Pool, and being seconded by Director Leopard, the board unanimously approved payment of the invoices.

5. Board comments---None were offered.

1

6. Adjournment. The Chairman adjourned the meeting at 6:47.PM

_____ATTEST: 🧵 SIGNED: Tagy Unto TITLE: <u>Chairman</u> <u>TITLE:</u> <u>____</u> DATE: <u>June 30, 2010</u> DATE: ___ Georeta _TITLE: ____ June 30 2010

LA PORTE REDEVELOPMENT AUTHORITY, CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

4. Receive and consider Sylvan Beach Development Agreement, by and between the REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE; the LA PORTE REDEVELOPMENT AUTHORITY; the CITY OF LA PORTE; the LA PORTE ECONOMIC DEVELOPMENT CORPORATION; and HARRIS COUNTY.

LA PORTE REDEVELOPMENT AUTHORITY c/o Hawes Hill Calderon LLP P.O. Box 22167 Houston TX 77227-2167 713-595-1200 or FAX 713-595-1295

1

DEVELOPMENT AGREEMENT Draft # 3 February 22, 2010

This Development Agreement (this "Agreement") is made as of ______, 2010, by and between the **REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE, TEXAS** (the "Zone"), a tax increment reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing board of directors (the "Zone Board"), LA PORTE REDEVELOPMENT AUTHORITY, a nonprofit local government corporation formed by and on behalf of the City of La Porte, Texas (the "Authority"), and CITY **OF LA PORTE, TEXAS** a home-rule city (the "City"), the LA PORTE ECONOMIC **DEVELOPMENT CORPORATION**, a non-profit corporation organized under the laws of the State of Texas (the "Development Corporation") and **HARRIS COUNTY**, a body corporate and politic under the laws of the State of Texas, (the "County").

RECITALS

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, as amended, the City Council of the City (the "City Council") created the Zone in the City; and

WHEREAS, the Zone Board adopted a project and financing Plan (as defined below in Section 1.1), as amended, that provides that the Zone will undertake to make certain acquisitions and improvements in the Zone, and was approved by the City Council; and

WHEREAS, the Texas Tax Code provides that the Zone may enter into agreements as the Zone Board considers necessary or convenient to implement the Plan and achieve its purposes; and

WHEREAS, the City and the Zone have contracted with the Authority as a nonprofit Texas local government corporation pursuant to the provisions of Chapter 431, Subchapter D, Texas Transportation Code, as amended, to carry out the purposes of the Zone, including administration, supervision, construction, financing and other duties, and have committed the revenues of the Zone to the Authority for such purposes, all as more particularly set forth in the Agreement Between the City, the Zone and the Authority, dated July 9, 2001 (the "*Tri-Party Agreement*"); and

WHEREAS, the City, the Development Corporation and the County wish to make certain improvements within the Zone, to further development within the Zone and to carry out the purposes of the Zone as described in the Plan, and provide for the reimbursement of the Development Corporation and the County for such improvements in accordance with such Plans; and

Whereas, the City has entered into an agreement pursuant to that certain Special Document No. SD 2008-0002 with the State of Texas (the "State") and that certain Project Cooperation Agreement (the "Cooperation Agreement") CEPRA Project No. 1404 with the General Land Office, (the "GLO") that provides terms and conditions for the Project (as defined below in Section 1.1); and

Whereas, the Development Corporation has agreed to provide certain funding to the City for the Project: and

Whereas, Harris County has agreed to provide certain funding for the Project; now, therefore,

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Zone, the Authority, the City, the Development Corporation and the County contract and agree as follows:

ARTICLE 1 GENERAL TERMS

1.1 <u>Definitions</u>. The terms "Agreement," "Authority," "City," "City" Council", "Cooperation Agreement", "County", "Development Corporation", "GLO", "State", "Tri-Party Agreement", "Zone," and "Zone Board," have the meanings set forth in the preamble hereof, and the following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

Act shall mean the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

Authority Bonds shall mean any bond, note or other obligation issued or incurred in one or more series pursuant to Article V, secured by Tax Increment or funds deposited in the Revenue Fund, including refunding bonds.

Advances shall mean any funds advanced by the Development Corporation or the County to City pursuant to Section 5.1(a), and shall include any interest payable thereon.

Interlocal Agreement shall mean an agreement between the City and the County regarding the County's participation in funding the Project approved by City ordinance 2008-3070 dated March 24, 2008, and approved by County April 8, 2008.

LPISD shall mean the La Porte Independent School District.

Net Tax Increment shall mean the annual collections of the Tax Increment, less (i) any amounts required to be disbursed to LPISD for the payment of project costs related to educational facilities incurred directly by LPISD, and (ii) amounts reasonably required or anticipated to be required for the administration and operation of the Zone, including a reasonable operating reserve.

Parties or *Party* shall mean the Zone, the Authority the City, the Development Corporation and the County as parties to this Agreement.

Plan shall mean the final project plan and reinvestment zone financing plan for the Zone, as amended, as approved by City Council.

Project shall mean the Sylvan Beach Shoreline Protection and Beach Nourishment Project described in the Project Agreements.

Project Agreements shall mean Special Document No. SD 2008-0002, between the State and the City; the Project Cooperation Agreement, CEPRA Project No.1404, between the GLO and City and the plans prepared by URS Corporation and titled "Sylvan Beach Shoreline Protection and Beach Renourishment."

Revenue Fund shall mean the special fund established by the Authority and funded with Tax Increment payments made by the City pursuant to the Tri-Party Agreement (which payments are attributable to incremental ad valorem property taxes paid on the Project and other properties in the Zone).

Tax Increment shall mean funds deposited in the Revenue Fund by the City pursuant to the Tri-Party Agreement, comprised of funds received pursuant to those certain Interlocal Agreements or similar agreements between the City, the County and the Zone; the City, and the Zone and; between the City, LPISD and the Zone.

Taxing Unit shall mean individually and collectively the City, the County, and LPISD.

1.2 <u>Singular and plural; gender</u>. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2 REPRESENTATIONS

2.1 <u>Representations.</u> Each Party to this Agreement hereby represents on behalf of itself that:

-

(A) It is duly authorized, created and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) has been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of such Party under any agreement or instrument to which such Party is a party or by which such Party or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by such Party and, constitutes a legal, valid and binding obligation of the such Party, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by such Party does not require the consent or approval of any person which has not been obtained.

ARTICLE 3 THE PROJECT

3.1 <u>The Project.</u> The Project is intended to enhance the proposed implementation of a development within the Zone as a whole, as more fully described in the Plan.

3.2 <u>Project Description</u>. The Project consists of improvements to the Shoreline of Sylvan Beach Park as more fully described in the Project Agreements together with any modifications, alternates or phased construction approved, in writing, by parties to the Project Agreements. Project shall include all engineering, legal and other consultant fees and expenses allowed by the Project Cooperation Agreement.

3.3 <u>Additional Projects</u>. This Agreement does not apply to any projects not specifically defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY AND COUNTY

4.1 <u>Responsibilities of the City.</u> The City has entered into Project Agreements with the State through the GLO in regard to the final design, bidding and construction funding of the

Project. The City agrees to comply with the covenants and agreements contained within the Project Agreements.

4.2 <u>Project Completion</u>. Upon completion of the Project, the City shall provide the Authority, Zone and County with a final cost summary of all costs associated with the Project, and show that all amounts owing to contractors and subcontractors have been paid in full as evidenced by customary affidavits executed by such contractors. The City shall also provide verification to the Zone, Authority and County that the Project was constructed as authorized by the GLO.

4.3 <u>Responsibilities of the County.</u> Upon receipt of verification that the Project was constructed as authorized by the GLO, the County shall assist the City by performing the maintenance and annual reporting required by Article 4.03 (B) and (C) of the Special Document No. SD 2008-0002.

ARTICLE 5 PROJECT FINANCING AND FUNDING

5.1 <u>The Development Corporation and County Advances.</u>

(a) (i) The Development Corporation has advanced the City \$700,000 to be used by the City for the Project.

(ii)The County, pursuant to the provisions of the Interlocal Agreement, has advanced the City, \$600,000 to be used by the City for the Project.

(iii)To the extent possible, the City will expend the moneys described in subparagraphs (i) and (ii) above on the Project on a equal dollar for dollar basis between the Development Corporation and the County up to the County's maximum contribution of \$600,000.00. After completion of the Project, the City agrees to return respective funds of the Development Corporation and the County remaining after the City has met the funding obligations contained in the Project Cooperation Agreement.

(b) Interest on each Advance shall accrue at a rate equal to the prime commercial lending rate of **Chase Manhattan Bank**, **National Association**, or any successor to its commercial banking activities, plus one percent per annum, compounded semiannually, whether such costs, fees, or expenses are paid or incurred before or after the effective date of this Agreement. Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or \$66 days, as applicable, and the actual days elapsed (including the first day but excluding the last day).

5.2 <u>Repayment of Advances</u>.

(a) In consideration of the construction of the Project, the Authority shall begin repaying the Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from any of the following sources, and solely from such sources:

(i) proceeds from the sale of the Authority Bonds, as set forth in subsection (c), and

(ii) the Net Tax Increment, subject to the limitations set forth in subsection (d).

(b) To the extent that funds from the sources listed above are insufficient on any scheduled date for the repayment of Advances to repay all outstanding Advances in full, repayment of Advances shall be made on a pro rata basis between the Development Corporation and the County on the basis of monies available for repayment.

(c) As provided herein, the Authority shall issue one or more series of Authority Bonds at the earliest feasible date, which Authority Bonds will be secured by a pledge of the Revenue Fund. The net proceeds of the Authority Bonds shall be deposited to a special fund of the Authority, and shall be used by the Authority to reimburse the Development Corporation and the County for the full amount (or such portion thereof as is deemed by the Authority as supportable by available Tax Increment as provided below) for eligible Development Corporation and the County Advances, plus interest. Such Authority Bonds shall be sold within 120 days (or such other period as may be agreed by the Parties) of a written request therefore from the Development Corporation and the County; provided that the City's Net Tax Increment (based upon the tax valuation of the Zone as certified or estimated by the Harris County Appraisal District, or its successor) expected to be generated with respect to available Tax Increment is sufficient to support the applicable Authority Bonds bearing interest at the then current rate of interest as determined by the Authority's financial advisor for comparable issues, after taking into account the portion of the City's Net Tax Increment required to pay any outstanding Authority Bond issued for any purpose, including Authority Bonds issued to refund outstanding Authority Bonds. The City's Net Tax Increment is determined as the total Net Tax Increment, less any amounts that are used or to be used to determine eligibility of developers within the Zone for reimbursement of advances to the Authority for construction or anticipated construction of public improvements under the Plan pursuant to reimbursement agreements approved by the Authority, either now or during the life of the Zone.

(d) In addition to the Development Corporation's and the County's right to reimbursement from Authority Bond proceeds, upon request from the Development Corporation and the County, the Authority shall reimburse the Development Corporation and the County Advances, plus interest, from the City's Net Tax Increment (computed as above) accumulated in the Revenue Fund and available in accordance with the priorities described in Section 5.3, below.

-

(e) At such time as funds are available to pay all or any portion of the Development Corporation and the County Advances made hereunder, the Authority shall hire a certified public accountant to calculate the amount due the Development Corporation and the County and prepare and submit a report to the Authority certifying (1) the amount due the Development Corporation and the County for the Development Corporation and the County Advances being repaid with interest calculated thereon, and (2) that funds are available to make such payment. Such report shall be approved at the earliest practicable time, but not later than 90 days after submission by the Development Corporation and the County of the records required therefore. The Authority shall make payment to the Development Corporation and the County within 30 days of approval of the auditor's report.

(f) The Authority shall provide to the Development Corporation and the County, upon their written request, and on the earliest date such information is available after the date of such request, certified copies of all statements of revenue and the sources of such revenue of the Zone and Authority the intended use of which is to verify the availability of funds for repayment of the City Advances, if applicable, under this section.

5.3. <u>Priorities</u>. Amounts deposited in the Revenue Fund shall be applied in the following order of priority (i) disbursement to LPISD, if applicable, for educational facilities in accordance with any interlocal agreement with LPISD, the City and the Zone; (ii) administrative costs of the Zone and the Authority; (iii) amounts pledged or required for the payment of outstanding Authority Bonds, including Authority Bonds in the process of issuance and refunding Authority Bonds, and (iv) payments to the City for funding the Southeast Sanitary Sewer Trunk Main and Lift Station Facilities per Development Agreement between the Zone, Authority and City dated 6/12/06 and (v) payments to the Development Corporation and the County pursuant to Section 5.2(d), above.

5.4. <u>Multiple developers, the Development Corporation and the County</u>. The Authority has entered into other agreements with developers of land within the Zone for the financing of Zone Improvements, and may enter into others. It is the intention of the parties that each developer shall be responsible for the creation of Tax Increment required for its own reimbursement. In such case, the Tax Increment generated within a developer's project as defined in the applicable reimbursement exists for the issuance of Authority Bonds, or direct payment of available Net Tax Increment, for reimbursement of Advances unless the applicable developer shall give its written consent thereto. The net proceeds of Authority Bonds issued to reimburse multiple developers and the Development Corporation and County shall be allocated based upon the proportion of Tax Increment generated by each developer, or such other method as the developers may agree upon, and any unallocated Tax Increment shall be used for calculation of the City's Net Tax Increment and reimbursement of Advances.

1

ARTICLE 6 DEFAULT

6.1 Default

(a) If any Party does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the other Parties under this Agreement, such non-defaulting Parties may enforce specific performance of this Agreement or seek actual damages incurred by the Development Corporation and County for any such default.

(b) The Party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 60 days to remedy the default prior to the declaration of any default hereunder.

ARTICLE 7 GENERAL

7.1 <u>Inspections, audits</u>. The City agrees to keep such records with respect to the Project and all costs associated therewith as may be required by the Authority, the Zone, or by State and federal law or regulation. The City shall allow the Zone access to, and the Zone shall have a right at all reasonable times to audit, all documents and records in the City's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the City's, Development Corporation's and County's compliance with this Agreement.

7.2 <u>City operations and employees</u>. All personnel supplied or used by the City in the performance of this Agreement shall be deemed employees, contractors or subcontractors of the City and will not be considered employees, agents, contractors or subcontractors of the Zone or the Authority for any purpose whatsoever. The City shall be solely responsible for the compensation of all such contractors and subcontractors.

7.3 <u>Personal liability of public officials, legal relations</u>. To the extent permitted by State law, no director, officer, employee or agent of the Zone or the Authority shall be personally responsible for any liability arising under or growing out of the Agreement. <u>THE PARTIES SHALL</u> <u>INDEMNIFY AND SAVE HARMLESS EACH OTHER AND THEIR RESPECTIVE OFFICERS,</u> <u>REPRESENTATIVES, AND AGENTS FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER</u> <u>BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED BY ANY PERSON,</u> <u>PERSONS, OR PROPERTY RESULTING FROM THE NEGLIGENT ACTS OF SUCH PARTY, OR ANY OF ITS</u> <u>AGENTS, OFFICERS, OR REPRESENTATIVES IN PERFORMING ANY OF THE SERVICES AND ACTIVITIES</u> <u>UNDER THIS AGREEMENT</u>. The expenses of the Zone or the Authority with respect to this section or **Section 7.15**, below, shall be satisfied from uncommitted City Net Tax Increment. 7.4 <u>Notices</u>. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

La Porte Redevelopment Authority 604 W. Fairmont Parkway La Porte, Texas 77571 Attn: David Hawes Cc: John Joerns La Porte Development Corporation 604 W. Fairmont Parkway La Porte, Texas 77571

Harris County

Reinvestment Zone Number One 604 W. Fairmont Parkway La Porte, Texas 77571 Attn: David Hawes Cc: John Joerns

City of La Porte 604 W. Fairmont Parkway La Porte, Texas 77571 Attn: City Manager

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the Authority, the Zone, or the City, as the case may be.

7.5 <u>Amendments and waivers</u>. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority the City, the Development Corporation and the County. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

7.6 <u>Invalidity</u>. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.7 <u>Successors and assigns</u>. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. 7.8 <u>Exhibits: titles of articles, sections and subsections</u>. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.9 <u>Construction</u>. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas; as such laws are now in effect.

7.10 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.11 <u>Term</u>. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date that all Advances have been repaid in full, or January 1 of the year following the expiration of the Zone.

7.12 <u>Time of the essence</u>. Time is of the essence with respect to the obligations of the Parties to this Agreement.

7.13 <u>Approval by the Parties</u>. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

7.14 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed together shall constitute but one and the same instrument.

7.15 <u>Legal costs</u>. If any Party hereto is the prevailing party in any legal proceedings against another Party brought under or with relation to this Agreement, such prevailing Party shall additionally be entitled to recover court costs and reasonable attorneys= fees from the non-prevailing Party to such proceedings.

7.16 <u>Further assurances</u>. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

7.17 <u>Effect of Tri-Party Agreement</u>. The obligations of the Parties hereunder are specifically conditioned upon the approval, execution, and effectiveness of the Tri-Party Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of ______, 2010.

REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE, TEXAS

|

T

LA PORTE DEVELOPMENT ____ CORPORATION

Ву:_____

Name: _____

Title:

Name:

By:_____

Title: _____

LA PORTE REDEVELOPMENT AUTHORITY

	1.	
By:	-	

Name:_____

Title:_____

HARRIS COUNTY

By:	· · · · · · · · · · · · · · · · · · ·	

Name:

Title:

LA PORTE REDEVELOPMENT AUTHORITY, CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

5. Consider disbursement of annual TIRZ revenue pursuant to the developer agreement.

LA PORTE REDEVELOPMENT AUTHORITY c/o Hawes Hill Calderon LLP P.O. Box 22167 Houston TX 77227-2167 713-595-1200 or FAX 713-595-1295

	FY 2011	
Administration and Project Management	\$ 42,000.00	
Legal	\$ 5,000.00	
Agreed Upon Procedures Reports	\$ 7,500.00	
Annual Audit	\$ 9,000.00	
Operating Expenses	\$ 3,000.00	
Bank Expenses	\$ 60.00	
Reserve	\$ 100,000.00	
Prior Year Increment Revenue owed to others	\$ 152,232.00	
City Administration @ 5%	\$ 54,766.00	
Total	\$ 373,558.00	
TOTAL AVAILABLE FOR DISTRIBUTION 6.30.2010	\$ 1,246,770.43	
009 Tax Year		%
otal Value in the TIRZ as of March 2010 (Value)	\$74,571,423	
ess the Tax increment Base (1999) Value	\$7,385,080	
Total Increment Created	\$67,186,343	
akes at Fairmont Green (Plat recorded 2/27/08)	\$589,147	0.877%
5 La Porte	\$2,166,062	3.224%
etreat at Bay Forest N & S (Plat recorded 3/18/08)	\$239,443	0.356%
ort Crossing	\$55,694,257	82.895%
Remaining Captured Appraised Value	\$8,497,434	12.648%
		100.000%

1

I.

ł

\$ 10,932.74 \$ 40,195.40 \$ 4,443.32 \$ 1,033,512.91 \$ 157,686.06 \$ 1,246,770.43

LA PORTE REDEVELOPMENT AUTHORITY, CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

8. Consider approval or other action with regard to Authority invoices.

LA PORTE REDEVELOPMENT AUTHORITY c/o Hawes Hill Calderon LLP P.O. Box 22167 Houston TX 77227-2167 713-595-1200 or FAX 713-595-1295

La Porte Redevelopment Authority

Cash Flow Report, FY 2009-2010

Cleared

Beginning fund balance, 10/1/2009 \$ 265,520,84 10/15/2008 (Lip of La Porte 11/30/2009 Interest deposit (0.10%) Interest Interest \$ 198,067,00 11/30/2009 Interest deposit (0.10%) Interest \$ 73,200 12/32/2010 Interest deposit (0.10%) Interest \$ 226,62 2/26/2010 Interest deposit (0.10%) Interest \$ 226,63 3/31/2010 Interest deposit (0.10%) Interest \$ 226,63 3/31/2010 Interest deposit (0.20%) Interest \$ 22,66 3/31/2010 Interest deposit (0.20%) Interest \$ 22,67 3/31/2010 Interest deposit (0.20%) Interest \$ 22,67 3/31/2010 Interest deposit (0.20%) Interest \$ 5 6/22/2010 City of La Porte tax collections county TIR2 payment \$ 5 6/22/2010 THISE payment \$ 5 5 5 Total, revenues \$ \$ 1,814,809,73 \$ 1,814,809,73 11/32/2009 #117 Port Crossing LP developer reimbursement \$ 165,769,15 1 </th <th>Bank</th> <th>Operating Account</th> <th>For</th> <th></th> <th>Amount</th> <th>Subtotal</th> <th>Total</th>	Bank	Operating Account	For		Amount	Subtotal	Total
10/15/2009 City of La Porte cumment \$ 196,067.00 10/30/2009 Interest deposit (0.30%) Interest \$ 91,25 11/30/2009 Interest deposit (0.10%) Interest \$ 36,70 12/31/2009 Interest deposit (0.10%) Interest \$ 36,70 1/32/2010 Interest deposit (0.10%) Interest \$ 28,41 2/25/2010 Interest deposit (0.20%) Interest \$ 22,06 3/31/2010 Interest deposit (0.20%) Interest \$ 42,60 6/10/2010 Harris County tax collections county TRZ payment \$ 257,543,00 6/22/2010 Lity of La Porte tax collections county TRZ payment \$ 512,646,62 Total, revenues \$ 1,814,809,73 \$ 1,814,809,73 Checks paid: 11/3/3/200 #117 Port Crossing LP developer reimbursement \$ 165,769,15 11/1/3/2009 #117 Port Crossing LP interest 45, 330, 3400, 3422 \$ 7,937,24 11/1/3/2009 #112 Haves Hill Calderon LLP inv 3813, 346, 3315 \$ 7,552,62 3/31/2010 #119 Haves Hill Calderon LLP in scount poting \$ 3,000,00 Total, Checks submitted for approval 6/30/2010				\$	265,520.84		
10/30/2009 Interest deposit (0.30%) Interest \$ 9.1.25 11/30/2009 Interest deposit (0.10%) Interest \$ 73.20 12/31/2009 Interest deposit (0.10%) Interest \$ 28.41 2/26/2010 Interest deposit (0.10%) Interest \$ 22.06 3/31/2010 Interest deposit (0.20%) Interest \$ 42.59 5/31/2010 Interest deposit (0.20%) Interest \$ 42.50 6/10/2010 Harris County tax collections county TRZ payment \$ 257,543.00 6/22/2010 City of La Porte tax collections county TRZ payment \$ 512,646.62 Total, revenues \$ 1,814,809.73 \$ 1,814,809.73 S 1	10/15/2009	City of La Porte	county TIRZ payment	\$			
12/31/2009 Interest deposit (0.15%) interest \$ 36.70 12/32/2010 Interest deposit (0.10%) interest \$ 22.06 2/26/2010 Interest deposit (0.10%) interest \$ 22.06 3/31/2010 Interest deposit (0.20%) interest \$ 25.13 4/30/2010 Interest deposit (0.20%) interest \$ 42.59 5/31/2010 Interest deposit (0.20%) interest \$ 42.60 6/10/2010 Harris County tax collections cuty TIRZ payment \$ 257,543.00 6/22/2010 City of La Porte tax collections cuty TIRZ payment \$ 512,646.62 Total, revenues Total, revenues \$ 1,814,809.73 \$ 1,814,809.73 Checks paid: Total, revenues \$ 165,769.15 \$ 1,814,809.73 11/19/2009 #118 Hawes Hill Calderon LLP Inv 353,3400,3422 \$ 7,937.24 11/19/2009 #118 Hawes Hill Calderon LLP Inv 353,3400,3422 \$ 7,937.24 11/19/2009 #118 Hawes Hill Calderon LLP Inv 353,3400,3422 \$ 1,030,000 Total, Checks outstanding \$ 10,072.29 \$ 144,259.01 \$ 1,043,735.20 \$ 1,043,735.20 \$			interest	\$			
1/29/2010 Interest deposit (0.10%) interest \$ 28.41 2/26/2010 Interest deposit (0.10%) interest \$ 22.06 3/31/2010 Interest deposit (0.20%) interest \$ 25.13 3/31/2010 Interest deposit (0.20%) interest \$ 42.59 5/31/2010 Interest deposit (0.20%) interest \$ 42.60 6/10/2010 Harris County tax collections county TIRZ payment \$ 257,543.00 6/2/2010 City of La Porte tax collections city TIRZ payment \$ 582,670.33 6/22/2010 City of La Porte tax collections city TIRZ payment \$ 512,646.62 Total, revenues \$ 1,814,809.73 \$ 1,814,809.73 Cleared Bank Expenses \$ 165,769.15 11/19/2009 #117 Port Crossing LP developer reinbursement \$ 165,769.15 11/19/2009 #119 Patillo Brown & Hill LLP inv 335, 3400, 3422 \$ 7,937.24 7/25/2010 #119 Patillo Brown & Hill LLP inv 336, 3466, 3315 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP sudf final invoice \$ 100,072.29 #121 VoID CHECK error in account posting \$ 1,033		,	interest	\$	73.20		
2/26/2010 Interest deposit (0.10%) interest \$ 22.06 3/31/2010 Interest deposit (0.10%) interest \$ 25.13 4/30/2010 Interest deposit (0.20%) interest \$ 42.59 5/31/2010 Harrest deposit (0.20%) interest \$ 42.60 6/10/2010 Harris County flaz collections county flaz payment \$ 582,670.33 6/22/2010 Clip of La Porte tax collections cby flaz payment \$ 512,646.62 Total, revenues \$ 1,814,809.73 \$ 1,814,809.73 Cleared \$ 1,814,809.73 \$ 1,814,809.73 11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/19/2009 #117 Port Crossing LP inversiting size \$ 7,552.62 3/31/2010 Harves Hill Calderon LLP inv 3385, 3400, 3422 \$ 7,937.24 2/25/2010 #119 Patilio Brown & Hill CLP inv 3385, 3400, 3422 \$ 7,937.24 2/25/2010 #119 Patilio Brown & Hill CLP inverter minutering \$ 3,000.00 \$ 184,259.01 Checks submitted for approval &/30/2010 \$ 1,033,512.91 \$ 1,043,755.20 \$ 1,043,755.20 #122 Hill Checkon LLP inv 3523,			interest	\$	36.70		
3/31/2010 Interest deposit (0.10%) interest \$ 25.13 4/30/2010 Interest deposit (0.20%) interest \$ 42.59 5/31/2010 Interest deposit (0.20%) interest \$ 42.60 6/10/2010 Harris County tax collections county TIRZ payment \$ 257,543.00 6/22/2010 LPISD tax collections city of La Porte tax collections city of La Porte tax collections city of La Porte tax collections \$ 1,814,809.73 \$ 1,814,809.73 6/22/2010 LPISD tax collections isD TIRZ payment \$ 582,670.33 \$ 1,814,809.73 \$ 1,814,809.73 Cleared Bank Expenses \$ 1,814,809.73 \$ 1,814,809.73 \$ 1,814,809.73 2/25/2010 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/13/2009 #117 Port Crossing LP inv 385,3400,3422 \$ 7,352.62 3/31/2010 #119 Patillo Brown & Hill LLP inv 385,3400,3422 \$ 7,552.62 2/25/2010 #120 Hawes Hill Calderon LLP inv 385,3400,3422 \$ 7,552.62 \$ 184,259.01 Checks submitted for approval 6/30/2010 \$ 124 VOID CHECK error in account pating \$ 184,259.01 #121 VOID CHECK growal Alli	1/29/2010) Interest deposit (0.10%)	interest	\$	28.41		
4/30/2010 Interest deposit (0.20%) interest \$ 42.59 5/31/2010 Interest deposit (0.20%) interest \$ 42.59 6/10/2010 Harris County tax collections county TIR2 payment \$ 257,543.00 6/22/2010 City of La Porte tax collections city TIR2 payment \$ 582,670.33 6/22/2010 LPISD tax collections itsD TIR2 payment \$ 512,646.62 Total, revenues \$ 1,814,809.73 \$ 1,814,809.73 Cleared Bank Expenses \$ 165,769.15 Checks paid: 11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/12/2009 #118 Hawes Hill Calderon LLP interim billing, audit \$ 3,000.00 7/21/2010 #119 Patilio Brown & Hill LLP interim billing, audit \$ 3,000.00 7/24, Checks paid \$ 184,259.01 \$ 184,259.01 Checks submitted for approval 6/30/2010 \$ 184,259.01 \$ 184,259.01 #121 VOID CHECK error in account posting \$ 1,043,735.20 #122 Patillo, Brown & Hill LLP audit final invoice \$ 1,043,735.20 #122 Patillo, Brown & Hill LLP audit final invoice \$ 1,043,735.20	2/26/2010) Interest deposit (0.10%)	interest	\$	22.06		
4/30/2010 Interest deposit (0.20%) interest \$ 42.59 5/31/2010 Interest deposit (0.20%) interest \$ 42.60 6/10/2010 Harris County tax collections county TRZ payment \$ 257,543.00 6/22/2010 LPISD tax collections cily of La Porte tax collections cily of La Porte tax collections ist 752, payment \$ 582,670.33 6/22/2010 LPISD tax collections ISD TIRZ payment \$ 512,646.62 \$ 1,814,809.73 \$ 1,814,809.73 Cleared Expenses \$ 1,65,769.15 \$ 1,814,809.73 \$ 1,814,809.73 \$ 1,814,809.73 Cleared Expenses \$ 165,769.15 \$ 1,814,809.73 \$ 1,814,809.73 11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/19/2009 #119 Patillo Brown & Hill CLIP inv 3354, 3465, 3515 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP interim billing, audit \$ 3,000.00 7 total, Checks outstanding \$ - \$ 184,259.01 \$ 184,259.01 Ware #112 Volto CHECK error in account posting \$ - \$ 1,043,735.20 #122 Pattilio, Brown & Hill LLP audit final invoice	3/31/2010	Interest deposit (0.10%)	interest	\$	25.13		
6/10/2010 Harris County tax collections 6/22/2010 City of La Porte tax collections 6/22/2010 LPISD tax collections 1SD TIRZ payment 6/257,543.00 city TRZ payment 5/257,543.00 city TRZ payment 5/257,543.00 city TRZ payment 5/257,543.00 city TRZ payment 5/257,543.00 city TRZ payment 5/257,543.00 city TRZ payment 5/257,543.00 city TRZ payment 5/257,543.00 1/217,129 1/217,200 1/129 Haves Hill Calderon LLP 1/19/200 1/129 Haves Hill Calderon LLP 1/19/200 1/219 VOID CHECK 1/22 Patillo, Brown & Hill LLP 1/219 VOID CHECK 1/22 Patillo, Brown & Hill LLP 1/219 VOID CHECK 1/22 Patillo, Brown & Hill LLP 1/22 Patillo, Brown & Hill LLP 1/232, 355, 356, 351 1/0,072.29 1/233, 352, 356, 351 1/0,072.29 1/043,735.20 5/1,043,735.20 5/1,227,994.21)	4/30/2010	Interest deposit (0.20%)	interest	\$	42.59		
6/22/2010 City of La Porte tax collections city TiRZ payment \$ 582,670.33 6/22/2010 LPISD tax collections isD TiRZ payment \$ 582,670.33 6/22/2010 LPISD tax collections isD TiRZ payment \$ 582,670.33 Cleared \$ 1,814,809.73 \$ 1,814,809.73 Bank Expenses \$ 1,814,809.73 Checks paid: 11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/13/2009 #118 Hawes Hill Calderon LLP Inv 335, 3400, 3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP Inv 3354, 3466, 3515 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP Interim billing, audit \$ 3,000.00 Total, Checks outstanding \$ - \$ 184,259.01 K #121 VOID CHECK error in account posting \$ - #121 VOID CHECK error in account posting \$ 1,043,735.20 #122 Patililo, Brown & Hill LLP inv 353, 3586, 36.44 \$ 10,072.29 #124 Port Crossing \$ 1,043,735.20 \$ (1,227,994.21) Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21) <td>5/31/2010</td> <td>Interest deposit (0.20%)</td> <td>interest</td> <td>\$</td> <td>42.60</td> <td></td> <td></td>	5/31/2010	Interest deposit (0.20%)	interest	\$	42.60		
6/22/2010 City of La Porte tax collections city TIRZ payment \$ 582,670.33 6/22/2010 LPISD tax collections ISD TIRZ payment \$ 512,646.62 Total, revenues Checks paid: 11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/12/2009 #118 Hawes Hill Calderon LLP Inv 3315, 3403, 3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP Inv 3314, 3466, 3315 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP Interim billing, audit \$ 184,259.01 Checks submitted for approval 6/30/2010 #121 VOID CHECK error in account posting \$ - W122 Patililo, Brown & Hill LLP audit final invoice \$ 150.00 #121 VOID CHECK error in account posting \$ - #121 VOID CHECK error in account posting \$ 1,043,735.20 #122 Patililo, Brown & Hill Calderon LLP inv 3323, 3856, 3614 \$ 10,072.29 #124 Port Crossing \$ 1,043,735.20 \$ (1,227,994.21)	6/10/2010	Harris County tax collections	county TIRZ payment	\$	257,543.00		
6/22/2010 LPISD tax collections ISD TIR2 payment \$ 512,646.62 Total, revenues \$ 1,814,809.73 \$ 1,814,809.73 Checks paid: 11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/19/2009 #118 Hawes Hill Calderon LLP Inv 335, 3400, 3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP Inv 3514, 3466, 3515 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP Interim billing, audit \$ 3,000.00 Checks outstanding None \$ - Checks outstanding \$ - None \$ - Checks submitted for approval 6/30/2010 #121 VOID CHECK #122 Pattillo, Brown & Hill LLP audit final finvoice \$ 150.00 #123 Hawes Hill Calderon LLP inv 3523, 3585, 3546, \$ 10,072.29 \$ 1,043,735.20 #124 VOID CHECK error in account posting \$ 1,043,735.20 #124 Port Crossing developer reimbursement \$ 1,043,735.20 #124 Port Crossing \$ 1,043,735.20 \$ (1,227,994.21)	6/22/2010	City of La Porte tax collections	city TIRZ payment				
Total, revenues \$ 1,814,809.73 \$ 1,814,809.73 Cleared S 1,814,809.73 \$ 1,814,809.73 Bank Expenses Checks paid: 11/23/2009 11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/19/2009 #118 Hawes Hill Calderon LLP inv 3353,3400,3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP inv 3514,3466,3515 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP interim billing, audit \$ 3,000.00 Total, Checks paid \$ 184,259.01 \$ 184,259.01 Checks outstanding \$ 184,259.01 \$ 184,259.01 None \$ 1 \$ 1,014, Checks outstanding \$ 1,014, Checks outstanding K Total, Checks outstanding \$ - Wore \$ - \$ - Checks submitted for approval 6/30/2010 \$ 1,0072.29 #121 VOID CHECK error in account posting \$ 1,0033,512.91 #122 Patillo, Brown & Hill Calderon LLP Inv 3523, 3585, 354.4 \$ 1,0033,512.91 #124 Port Crossing developer reimbursement \$ 1,043,735.20 \$ (1,227,994.21) #124 Port Crossing	6/22/2010	LPISD tax collections	ISD TIRZ payment				
Cleared Expenses Checks paid: 11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/19/2009 #118 Hawes Hill Calderon LLP inv 335, 3400, 3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP inv 335, 3466, 3315 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP interim billing, audit \$ 3,000.00 Total, Checks paid \$ 184,259.01 \$ 184,259.01 Checks outstanding \$ - \$ 184,259.01 None \$ - \$ 184,259.01 Checks submitted for approval 6/30/2010 \$ 100,072.29 \$ 184,259.01 #121 VOID CHECK error in account posting \$ - #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #122 Pattillo, Brown & Hill LLP audit final invoice \$ 100,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21)		Total, revenues				\$ 1,814,809,73	\$ 1 814 809 73
Checks paid: 11/23/2009 #117 Port Crossing LP 11/19/2009 #118 Hawes Hill Calderon LLP 11/19/2009 #118 Hawes Hill Calderon LLP 11/19/2009 #118 Hawes Hill Calderon LLP 11/19/2009 #110 Patillo Brown & Hill LLP 11/19/2010 #119 Patillo Brown & Hill LLP 11/19/2010 #119 Patillo Brown & Hill LLP Interim billing, audit \$ 3,000.00 Total, Checks paid \$ 184,259.01 Checks outstanding \$ 184,259.01 None \$ - Total, Checks outstanding \$ 184,259.01 #121 VOID CHECK error in account posting \$ - #122 Patillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523,3585,3586,3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total expenses \$ (1,2	Cleared					+ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ψ 1,014,000.10
11/23/2009 #117 Port Crossing LP developer reimbursement \$ 165,769.15 11/19/2009 #118 Hawes Hill Calderon LLP Inv 3385, 3400, 3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP Inv 3385, 3400, 3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP Inv 3385, 3400, 3422 \$ 7,937.24 3/31/2010 #119 Patillo Brown & Hill LLP Inv 3514, 3466, 3515 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP Interim billing, audit \$ 3,000.00 Total, Checks paid \$ 184,259.01 \$ 184,259.01 Checks outstanding \$ - \$ 184,259.01 Nore \$ - \$ 184,259.01 Total, Checks outstanding \$ - Vince \$ - \$ 184,259.01 #121 VOID CHECK error in account posting \$ - #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3585, 3586, 3614 \$ 10,072.29 #124 Port Crossing \$ 1,043,735.20 \$ 1,043,735.20 Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21)	Bank	Expenses					
11/19/2009 #118 Hawes Hill Calderon LLP Inv 3385, 3400, 3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP Inv 3385, 3400, 3422 \$ 7,937.24 2/25/2010 #119 Patillo Brown & Hill LLP Inv 3385, 3400, 3422 \$ 7,937.24 3/31/2010 #119 Patillo Brown & Hill LLP Inv 3385, 3400, 3422 \$ 7,937.24 <i>Total, Checks paid</i> \$ 3,000.00 \$ 184,259.01 <i>Checks outstanding</i> \$ - \$ 184,259.01 <i>None</i> \$ - \$ - <i>Checks submitted for approval 6/30/2010</i> \$ - #121 VOID CHECK error in account posting \$ - #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523,3585, 3514 \$ 10,072.29 #124 Port Crossing \$ 1,033,512.91 \$ 1,043,735.20 Total, Checks submitted \$ 1,033,512.91 \$ 1,043,735.20 Total expenses \$ (1,227,994.21) \$ (1,227,994.21)		Checks paid:					
11/19/2009 #118 Hawes Hill Calderon LLP Inv 3385, 3400, 3422 \$ 7,937.24 2/25/2010 #120 Hawes Hill Calderon LLP Inv 3314, 3466, 3515 \$ 7,552.62 3/31/2010 #119 Patillo Brown & Hill LLP Interim billing, audit \$ 3,000.00 Total, Checks paid \$ 184,259.01 \$ 184,259.01 None \$ - \$ 184,259.01 Total, Checks outstanding \$ - None \$ - Total, Checks outstanding \$ - None \$ - Total, Checks outstanding \$ - Volid Checks with the for approval 6/30/2010 \$ - #112 VOID CHECK error in account posting \$ - #122 Patillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP inv 3523, 3585, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21)	11/23/2009	#117 Port Crossing LP	developer reimbursement	\$	165,769.15		
3/31/2010 #119 Patillo Brown & Hill LLP Total, Checks paid \$ 3,000.00 Checks outstanding None Total, Checks outstanding \$ - Total, Checks submitted for approval 6/30/2010 #121 VOID CHECK error in account posting \$ - #122 Patillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21)			Inv 3385, 3400, 3422	\$			
Total, Checks paid \$ 184,259.01 Checks outstanding \$ 184,259.01 None \$ - Total, Checks outstanding \$ - Checks submitted for approval 6/30/2010 \$ - #121 VOID CHECK error in account posting #122 Pattillo, Brown & Hill LLP audit final invoice #123 Hawes Hill Calderon LLP Inv 3523, 3586, 3614 #124 Port Crossing developer reimbursement Total, Checks submitted \$ 1,043,735.20 Total expenses \$ (1,227,994.21)		#120 Hawes Hill Calderon LLP	Inv 3514, 3466, 3515	\$	7,552.62		
Checks outstanding \$ - \$ - None \$ - \$ - Total, Checks outstanding \$ - \$ - Checks submitted for approval 6/30/2010 \$ - \$ - #121 VOID CHECK error in account posting \$ - - #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21)	3/31/2010	#119 Patillo Brown & Hill LLP	interim billing, audit	\$	3,000.00		
None \$ - Total, Checks outstanding \$ - Checks submitted for approval 6/30/2010 \$ - #121 VOID CHECK error in account posting \$ - #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3585, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21)		Total, Checks paid		.,		\$ 184,259.01	48
None \$ - Total, Checks outstanding \$ - Checks submitted for approval 6/30/2010 \$ - #121 VOID CHECK error in account posting \$ - #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3585, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21)				1			
Total, Checks outstanding							
Checks submitted for approval 6/30/2010 #121 VOID CHECK #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3585, 3564 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total expenses \$ 1,043,735.20 \$ (1,227,994.21)		· · • • • • • •		\$			
#121 VOID CHECK error in account posting \$ - #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3585, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ Total expenses \$ \$ \$		lotal, Checks outstanding				\$-	
#121 VOID CHECK error in account posting \$ - #122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3585, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ Total expenses \$ \$ \$		Checks submitted for approval 6/30/2010					
#122 Pattillo, Brown & Hill LLP audit final invoice \$ 150.00 #123 Hawes Hill Calderon LLP Inv 3523, 3585, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 \$ (1,227,994.21) Total belows \$ (1,227,994.21) \$ (1,227,994.21)			error in account posting	¢	_		
#123 Hawes Hill Calderon LLP Inv 3523, 3585, 3586, 3614 \$ 10,072.29 #124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 Total expenses \$ (1,227,994.21)		#122 Pattillo, Brown & Hill LLP	• -		150.00		
#124 Port Crossing developer reimbursement \$ 1,033,512.91 Total, Checks submitted \$ 1,043,735.20 Total expenses \$ (1,227,994.21)		#123 Hawes Hill Calderon LLP					·
Total, Checks submitted \$ 1,043,735.20 Total expenses \$ (1,227,994.21)		#124 Port Crossing					
Total expenses \$ (1,227,994.21)		Total, Checks submitted			,	\$ 1.043,735,20	
Fund halance Operation Assessment as of laws 60, 6940		Total expenses				,	\$ (1,227,994,21)
		Fund balance, Operating Account as of June 30, 2010					· · · · · · · · · · · · · · · · · · ·

"

l l

La Porte Redevelopment Authority Cash Flow Report, FY 2009-2010

Cleared

Bank	Construction Account	Construction Account For Amount		Amount	Subtotal			Total		
	Beginning fund balance, 7/31/2009		\$	231,435.42		······				
8/31/2009	Interest deposit (0.40%)	interest	\$	76.89						
9/30/2009	Interest deposit (0.30%)	interest	\$	41.77						
10/30/2009	Interest deposit (0.30%)	interest	\$	34.78						
11/30/2009	Interest deposit (0.15%)	interest	\$	21.26						
12/31/2009	Interest deposit (0.15%)	interest	\$	11.39						
1/31/2010	Interest deposit (0.10%)	interest	\$	8.82						
2/26/2010	Interest deposit (0,10%)	interest	\$	5.39						
3/31/2010	Interest deposit (0.10%)	interest	\$	2.03						
4/30/2010	Interest deposit (0.20%)	interest	\$	3.45						
5/31/2010	Interest deposit (0.20%)	interest	\$	3.45						
	Total, revenues				\$	231,644.65	\$	231,644.65		
Cleared										
Bank	Expenses									
	Checks paid:									
8/17/2009	#110 Coastal Testing Laboratories, Inc.		\$	5,055.50						
8/31/2009	#111 Durwood Greene Construction Company	Pay App #2	\$	82,785.60						
	#112 check not used	void	\$	-						
9/16/2009	#113 Jones & Carter, Inc.	Pay App #3	\$	2,674.00						
11/16/2009	#114 Durwood Greene Construction Company	final paym't	\$	51,651.11						
2/29/2010	#115 Port Crossing Land, LP	Wharton Weems	\$	67,002.00						
	Total, Checks paid		<u> </u>	· · · · · · · · · · · · · · ·	\$	209,168.21				
	Checks outstanding									
	none		\$	-						
	Total, Checks outstanding				\$	-				
	Checks submitted for approval June 30, 2010									
	#116 Port Crossing Land (PCL)		\$	18,329.74						
	Total, Checks submitted				\$	18,329.74				
	Total expenses						\$	(227,497.95)		
	Fund balance, Construction Account as of June 30, 2010						\$	4,146.70		

, good

÷ě.

ļ

LAPORTE TEXAS OF 17. 2010 COPITOL PRIFICT

INVOICES

March 8, 2010

Mr. David Hawes Hawes Hill Calderon 10103 Fondren, #300 Houston, Texas 77096

RE: SH 146 and Wharton Weems Construction Phase Service

Dear David,

The attached proposal for payment to Port Crossing Land (PCL) has been reviewed by the City. We are recommending a payment of \$18,329,74, which is the balance due after subtracting the amount over-budget paid by PCL.

I have enclosed a brief summary of our calculations for your reference. Please process this pay application upon receipt. If you have any questions, please let me know. You can reach me by phone at (281) 470-5017 or via email at osbornes@laportetx.gov.

Warm regards,

Strand Chen

Stacey Osborne

Economic Development Coordinator City of La Porte

cc: John Joerns, Assistant City Manager

604 W. Fairmont Parlovay La Porte, Texas, 77571 281/471-5020

Payment Summary: Port Crossing March 8, 2010

Expense	PCL	Proposal	
Jones & Carter Design	\$	69,250.28	
TEDSI	\$	9,764.00	
Haynes & Boone (Legal)	\$	8,238.00	
Total due:	\$	87,252.28	
Total paid to PCL on 2/8/10 :	\$	67,002.00	
Overage charges:	\$	1,920.54	
Total due on 3/8/10:	\$	18,329.74	





LA PORTE BY THE BAY

Le Porte Tax Increment Reinvestment Zone One Attn: David Hawes P.O. Box 22167 Houston, TX 77227-2167

Statement i	Date 5/12/2	010 Client N	o. 18980.GA		
Invoice	Date	Description	Charge Cred	if	Balance
		Opening Balance As	Of 5/12/2010		
282632	2/28/2010	Prior Invoice	150.00		150.00
			Current Balance	\$	150.00

	0 - 30	31-60	61 - 90	91 - 120	Over 120	 Balance
L	0.00	0.00	150.00	0.05	0.00	\$ 150.00

Please Write Your Client Number On Your Payment MC/Vise and Automatic Bank Draft Accepted

401 West Highway 6 = P.O. Box 20725 = Waco, TX 76702-0725 = (254) 772-4901

TX 77227-2167					Houston TX 77227	-2167		
				STATEMENT				
				DATE				
RZ -La Porte # 1 4 W. Fairmont Pkwy.				6/22/2010	Bill To:			
Porte, TX 77571			A	MOUNT REMITTED	TIRZ -La Porte # 1 604 W. Fairmont Ph La Porte, TX 77571	owy.		Invoice #: Date:
			\$					Page:
ge 1								
E INVOICE NO. 2010 00003523	DESCRIPTIO Sale; City of La Porte		ES PAYMENTS 382,14	BALANCE	DATE		DESCRIPTION	
2010 00003585 2010 00003586	Sale; City of La Porte Sale; City of La Porte	\$2,0 \$2,0	,000.00 ,000.00	\$2,382.14 \$2,600.00 \$2,000.00		Project Management Services, Ma		
2010 00003514	Sale; City of La Porte	\$3,0	,690.15	\$3,690.15		Reimbursable expenses as follows:		
					12/3/2009 2/22/2010 2/22/2010	Hour Messenger USPS		
					2/202010	USPS Mileage, R. Hill per attachment		
						In house copies & Binders 676 @	15 each & 19 Binders	
						In house postage		
								<u>r</u>
010	Finance Charge		\$0.00	\$0.00				-
CURRENT	30 DAYS	90 DAYS	90+ DAYS		1	÷		1
				AMOUNT DUE				
S - Print Shipping	\$3,690.15 g Løbels - Print Confir	\$4,000.00 mation	\$2,382.14	\$10,072.29 Page 1 of 2 /	USPS - Print	Terns: C Shipping Labels - Print Conf	~\$\$	
	g Løbels - Print Confin s		\$2,382.14	\$10,072.29 Page 1 of 2 /	USPS - Print		~\$\$	
	g Løbels - Print Confin s		······································	\$10,072.29 Page 1 of 2 /	Exp	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, 1X 77571-3514 ress Mai@ Label Number: EO 971 52	میں Innation From: 77095 7 032 US	
UNITED STATES POSTAL SERVICI	g Løbels - Print Confin S E-		\$2,382.14	\$10,072.29 Page 1 of 2 /	Exp	223 BAYRIDGE RD 223 BAYRIDGE RD 24 PORTE, TX 77571-3514 ress Mai@Labol Number: E0 971 82 10 'C CHESTER POOL RESIDENCE 1710 AUVY OR	میں Tronation From: 77098	Express Mai
Print Shipp	g Labels - Print Confin S Æ- Ning Labels		\$2,382.14	\$10,072.29 Page 1 of 2 /	Exp 8 of	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 77571-3514 ress Mail@ Label Number: EO 971 52 10 3 CHESTER POOL	innation From: 77985 7 032 US Ship Date: 0272710 Weight: 108 doc From: 77086	Express Mai
UNITED STATES POSTAL SERVICE Print Shipp Print Confirm	g Labels - Print Confir S Er Jing Labels mation	mation	52,382.14 J_a ^P	\$10,072.29 Page 1 of 2 /	Exp 8 of Exp	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 77571-3514 ress Mail@ Label Number: E0 971 52 0. CHESTER POOL RESIDENCE 1710 ALVY 0R LA PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 52 10 - ALTON PORTER	Amation From: 77096 7 032 US Ship Date: 022210 Vejaji: 11ts Goo From: 77096 77 D29 US	Express Mai Waiy Express Mai
Print Confirm	g Labels - Print Confin S Ær	mation	52,382.14 J_a ^P	S10,072.29 Page 1 of 2	Exp 8 of Exp 8 of	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 77571-3514 Rese Mail@ Label Number: EO 971 82 10 - Y. CHESTER POOL RESIDENCE TJD PORTE, TX 77571-9402 ress Mail@ Lobel Number: EO 971 82 10 - ALTON PORTER PO BOK 662 LA PORTE, TX 77572-0652	Amation From: 77086 7 032 US Nip Date: 0072710 Weight: Itis doo From: 77086 77 029 US Ship Date: 0222210 Weight: Tab Doc Prom: 77086	Express Mai Waiv Express Mai Waiv
POSTAL SERVICE POSTAL SERVICE Print Shipp Print Confirm Thank you for ct Printed Dome	g Labels - Print Confin S E- Jing Labels mation theosing the United States Pos estic Labels	mation	52,382.14 J_a ^P	S10,072.29 Page 1 of 2	Exp 8 of Bog 9 of Exp	Shipping Labels - Print Conf. 723 BAYRIDGE RD LA PORTE, TX 7771-3514 ress Maile Labels Number: E0 971 82 10. *C. CHESTER POOL RSSIDENCE 1710 ALVY DR LA PORTE, TX 7757-3402 PORTE, TX 7757-3402 LA PORTE, TX 7757-3402 POSX 625 10. *ALTON PORTER PO BOX 625 LA PORTE, TX 7757-20652 Tess Maile Label Number: E0 971 82 10. *ALTON PORTER LA PORTE, TX 77572-0652 Tess Maile Dabel Number: E0 971 82	4# Immation From: 77085 7 032 US Nip Date: 0072710 Weight: files foor From: 77086 17 062 US Ship Date: 0222710 Weight: files foor From: 77085 17 046 US	Express Mail Valv Express Mail Valv
Print Shipp Print Shipp Print Confirm Thank you for ch Printed Dome Transaction #: 1 Charged Ic: AM	g Labels - Print Confir S E- ing Labels mation theosing the United States Pos estic Labels 162162437 162462437	mation	52,382.14 J_a ^P	S10,072.29 Page 1 of 2	Exp 8 of Bog 9 of Exp	Shipping Labels - Print Conf. 723 BAYRIDGE RD LAPORTE, TX 77571-3514 ress Mail@ Label Number: E0 971 82 10. *C. CHESTER POOL RSSIDENCE 1710 ALVY DR LAPORTE, TX 77571-3402 PORTE, TX 77571-3402 LAPORTE, TX 77572-0652 10. *ALTON PORTER PO BOX 6551E LAPORTE, TX 77572-0652 ress Mail@ Label Number: E0 971 82 10. *ALTON PORTER NORMAN REED 30 N SAM HOUSTON PK	Amation From: 77086 7 032 US Nip Date: 0072710 Weight: Itis doo From: 77086 77 029 US Ship Date: 0222210 Weight: Tab Doc Prom: 77086	Express Ma Wah Express Ma Web
Print Shipp Print Confire Thank you for ch Printed Domes Transaction # 1 Charged to: AM Labels included	g Labels - Print Confir S E- ing Labels mation theosing the United States Pos estic Labels 162162437 162462437	mation	52,382.14 J_a ^P	S10,072.29 Page 1 of 2	Exp 8 of 9 of 10 o	Shipping Labels - Print Conf. 723 BAYRIDGE RD LA PORTE, TX 77571-3514 ress Mailly Label Number: E0 971 82 10 'C CHESTER POOL RSSIDENCE 1710 ALVY DR LA PORTE, TX 7757-3402 ress Mailly Label Number: E0 971 82 10 - ALTON PORTE, TX 7757-0652 10 - ALTON PORTE, TX 7757-0652 10 - ALTON PORTE, TX 7757-0652 110 - NORMAN REED NORMAN REED NORMAN REED S40 N SAM HOUSTON PK BT 100 NORTON, TX 77050-3221	Trunation From: 77098 7 032 US Ship Date: 0222/10 Veight: 11tb doc From: 77088 7 023 US Ship Date: 0222/10 Veight: 11b doc From: 77088 7 045 US Ship Date: 0222/10 Veight: 11b doc From: 77088	Express Mai Vaiv Express Mai Walv Express Mai
Print Shippi Print Confirm Thank you for ct Printed Doma Transedion f. Changes for AM Labels included Print Date/Time	g Labels - Print Confin S. E. bing Labels mation hoosing the United States Pos estic Labels 162162437 #KX ***********************************	mation stat Service®	52,382.14 J_ a P B Part Service	SiQ.072.29 Page 1 of 2	Exp 8 of 9 of 10 o	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 7757-3514 Ress Mail@ Label Number E0 971 82 10 °C CHESTER POOL RESIDENCE T710 ALVY DR LA PORTE, TX 77571-3402 ress Mail@ Label Number E0 971 82 10 °C ALTON PORTER PO BOX 682 LA PORTE, TX 77572-0652 Tress Mail@ Label Number E0 971 82 10 °C NORMAN REED NORMAN REED SIGN NORMAN REED SIGN SAM HOUSTON PK SIE 100	Transion From: 77096 7 032 US Ship Date: 022210 Weight: 11th 600 From: 77096 7 029 US To 029 US 7 049 US 16 941 US	Express Mai Waiw Express Mai Express Ma Express Ma Waiw
Print Shippi Print Shippi Print Confirm Thank you for ch Printed Dome Transaction #: 1 Charges to: AM Labels included Print Date/Time: Shi 1 of 10 + PE	g Labels - Print Confir S. E- bing Labels mation hoosing the United States Pos estic Labels 162162437 4222710 12:66:35 PM CST tandardiced is: 2722710 12:66:35 PM CST tandardiced ESIDENCE ESIDENCE	matioл stal Service® Package into Ship Date: 022210 Weight 105 Daz	52,382.14 ↓ α P ⇒ Prot Service Econesi Mei Fei Rete Fro	SIQ.072.29 Page 1 of 2	Exp 8 of 9 of 10 o	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 (LA PORTE, TX 775713514 (LA PORTE, TX 775713514 (LA PORTE, TX 775713514) (LA PORTE, TX 775713514) (LA PORTE, TX 775713514) (LA PORTE, TX 77572351 (LA PORTE, TX 77572351) (LA PORTE, TX 77573351) (LA PORTE, TX 7757351) (LA POR	Trona 77096 7 032 US 7 032 US 5 Nip Date: 022210 Weight: 11th door From: 77096 7 029 US 7 045 US 5 Nip Date: 022210 Weight: 11th door From: 77095 7 045 US	Express Ma Wah Express Ma Wah Express Ma Wah
Print Confirm Transk you for ci Printed Dome Transedion 1: Printed Dome Transedion 1: Printed Dome Transedion 1: So I of 10 + Pe Re 6 A	g Labels - Print Confin S. E- bing Labels mation hoosing the United States Por estic Labels 162162437 ACC	matioл stal Service® Package Into Ship Date: 0222/10 Weight Tiss Daz From: 77005	\$2,382.14 ↓ α ↓ α Epress Mail Fait Rate Env Waiter of Signature Label Total	SIQ.072.29 Page 1 of 2	Exp 8 of 9 of 10 o	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 (LA PORTE, TX 775713514 (LA PORTE, TX 775713514 (LA PORTE, TX 775713514) (LA PORTE, TX 775713514) (LA PORTE, TX 775713514) (LA PORTE, TX 77572351 (LA PORTE, TX 77572351) (LA PORTE, TX 77573351) (LA PORTE, TX 7757351) (LA POR	Tronation From: 77096 7 022 US Ship Date: 022210 Weight: 11to 600 Prom: 77056 7 029 US Ship Date: 022210 Weight: 11to 600 From: 77056 17 046 US Ship Date: 022210 Weight: 11to 600 From: 77066 8 094 US	Express Ma Express Ma Express Ma Wah Domestic O Domestic O Satal Service®
Print Shippi Print Shippi Print Confirm Thank you for ch Printed Dome Transaction # 1 Charged for AM Labels included Print Date/Time 1 of 10 + pre Re St Labels Included	g Labels - Print Confir S. E- bing Labels mation hoosing the United States Pos estic Labels 162162437 465 2120 16226247 4046 210 210 16216247 4046 16216247 162164 1621	Packes into Ship Dete: 02/22/10 Viejint 106 602 From: 77095	52,382.14 La R Epress Mail Patrice Engress Espress Mail Patrice Engress Mairer of Rage Engress Label Total	SIQ.072.29 Page 1 of 2 / Co. Co. Co. Co. Co. Co. Co. Co. Co. Co.	Exp 8 of 9 of 10 o	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 (LA PORTE, TX 775713514 (LA PORTE, TX 775713514 (LA PORTE, TX 775713514) (LA PORTE, TX 775713514) (LA PORTE, TX 775713514) (LA PORTE, TX 77572351 (LA PORTE, TX 77572351) (LA PORTE, TX 77573351) (LA PORTE, TX 7757351) (LA POR	Trona 77096 7 032 US 7 032 US 5 Nip Date: 022210 Weight: 11th door From: 77096 7 029 US 7 045 US 5 Nip Date: 022210 Weight: 11th door From: 77095 7 045 US	Express Ma Wah Express Ma Express Ma Wah Domestic O Domestic O
Print Shipp Print Confir Thank you for ch Printed Dome Transsetion # 1 Charges to: AM Labels included Print Date/Time Shi 1 of 10 + PE 84 Lapses Maile 2 of 10 - HC 83	g Labels - Print Confin S. E- bing Labels mation hoosing the United States Por estic Labels 18216037 ACC	Packes into Ship Dete: 02/22/10 Viejint 106 602 From: 77095	S2,382.14 52,382.14 L a Eprose Mail Fait Rate Env Exprose Mail Fait Rate Env Univer of Signature Label Total	SIQ.072.29 Page 1 of 2 / Co. C.	Exp 8 of 9 of Exp 10 o	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 (LA PORTE, TX 775713514 (LA PORTE, TX 775713514 (LA PORTE, TX 775713514) (LA PORTE, TX 775713514) (LA PORTE, TX 775713514) (LA PORTE, TX 77572351 (LA PORTE, TX 77572351) (LA PORTE, TX 77573351) (LA PORTE, TX 7757351) (LA POR	Transion From: 77098 7 022 US 7 022 US 7 023 US 7 023 US 7 023 US 7 023 US 7 023 US 7 024 US 7 024 US 7 024 US 7 024 US 6 024 US or celooosing the United States Po Request a free peoclage pickup f	Express Mai Wah Express Ma Visit Express Ma Visit Domestic O Social Service® from your carrier.
Print Shippi Print Shippi Print Confirm Thank you for ch Printed Dome Transaction #: 1 Charged to: AM Labels included Print Date/Time: \$ 1 of 10 + PE 844 LA Express Mall@ 2 of 10 - + HC 844 LA Express Mall@	g Labels - Print Confin S E- bing Labels mation hoosing the United States Por estic Labels 162162437 ACC2101012:50:36 PM CST tandordized http://www.estic.com/ configuration/ compared to a state the Configuration of the compared to a state of the compared to a stat	Package Info Package Info Ship Date: 00/22/10 Weight: Tibs Doz From: 77095	S2,382,14 ↓ a ↓ a Encrease Express Mail Fail Sane Enc Variver of Signature Label Total Label Total	SiQ.072.29 Page 1 of 2 / Context Friendly inter Friendly SiTr40 Sitr40 S	Exp 8 of Bog 10 o Custor	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 77571-3514 ress Mailly Label Number: EO 971 82 10 'C CHESTER POOL RESIDENCE 110 ALVY DR LA PORTE, TX 77571-36102 ress Mailly Label Number: EO 971 82 10 '- ALTON PORTER TO BOX 652 LA PORTE, TX 77572-0652 (10 '- ALTON PORTER, TX 77572-0652 (10 '- ALTON PORTER, TX 77572-0652 (10 '- ALTON PORTER, TX 77572-0652 (10 '- NORMAN REED NORMAN REED NORMAN REED NORMAN REED NORMAN REED NORMAN REED NORMAN REED SIGN SAM HOUSTON PK STE 100 HOUSTON, TX 77050-3221 ress Mail@ Label Number: EO 971 82 Thank you 5	Tree: 77098 From: 77098 7 032 US Ship Date: 022210 Veight: 11b doc From: 7709 Ship Date: 022210 Veight: 11b doc From: 7708 T042 US Ship Date: 022210 Veight: 11b doc From: 7708	Express Mai Wah Express Ma Wah Express Ma User Dotmestic O Dotmestic O solal Service@ from your carrier.
Print Shippi Print Shippi Print Confirm Thank you for ch Printed Dome Transaction #: 1 Charged to: AM Labels Included Print Date/Time 1 of 10 + Pp Express Mail@ 2 of 10 - H LA Express Mail@ 2 of 10 - H LA	g Labels - Print Confir S E- ing Labels mation haosing the United States Pos estic Labels 162162437 462 202010 12:59:36 PM CST tandardized 182004 LNDALE RD VORTE, 177571-3633 8 Label Number: EO 971 827 (ORACE LEOPARD ESUBANCE Babel Number: EO 971 828 (APORTE, 177571-3624 9 Label Number: EO 971 828 (APORTE, 177571-3624 9 Label Number: EO 971 828 (APORTE, 157571-3624 9 Label Number: EO 971 828 (APORTE, 157571-3624 1 Label Number: EO 971 828 (APORTE, 157571-3624 1 Label Number: EO 971 828 (1 APORTE, 157571-3624 1 Label Number: EO 971 828 (1 APORTE, 157571-3624 1 APORTE, 157571-3624	Packaşı inle Packaşı inle Ship Dele: 02/22/10 Vilişin: Tiss Soz From: 7/096 001 US Ship Dele: 02/22/10 Vilişin: Tiss Soz From: 7/096 978 US Ship Dele: 02/22/10 Vilişin: Tiss Soz	S2,382.14 S2,382.14 S2,382.14 Service Se	SIQ.072.29 Page 1 of 2 Context Friendly inter Friendly 4 S17.40 5 S17.40 5 S17.40 5 S17.40 5 S10,072.29	Exp 8 of Exp 3 of 10 o Exp 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 77671-3514 ress Mailly Label Number: E0 971 82 10 'C CHESTER POOL RESIDENCE 1710 ALV V DR LA PORTE, TX 77571-3402 ress Mailly Label Number: E0 971 82 10 - ALTON PORTER PO BOX 652 LA PORTE, TX 7757-0652 Fig. 100 Stor NormAAN REED NORMAAN REED NORMAAN REED NORMAAN REED NORMAAN REED NORM	Trem: 77098 From: 77098 7 032 US Ship Date: 022210 Veight: 11b doc From: 7709 Ship Date: 022210 Veight: 11b doc From: 7708 T042 US Ship Date: 022210 Veight: 11b doc From: 7708 Ship Date: 022210 Veight: 11b doc From: 708 Ship Date: 022210 Veight: 11b doc From: 708 Ship Date: 022210 Veight: 11b doc From: 7708 Ship Date: 022210	Express Mai Wah Express Ma Wah Express Ma User Dotmestic O Dotmestic O solal Service@ from your carrier.
Print Shippi Print Confirm Thank you for ch Printed Dome Transaction #: 1 Charged to: AM Labels included Print Date/Time 1 of 10 + Per Res 4 Labels included Print Date/Time 2 of 10 - HC Res 3 of 10 - LA LA Labels AM Labels AM	g Labels - Print Confin S. E- ing Labels mation hoosing the United States Per estic Labels 182162437 422 422 422 422 422 422 422 42	Package into Package into Packa	S2,382.14 S2,382.14 L a Service Express Mail Fail Rate En- Walver of Signature Valver of Signature Label Total Express Mail Fail Rate En- Walver of Signature Label Total Label Total	SIQ.072.29 Page 1 of 2 / Page 1 of 2 / Control of 2 / Dier.Friendly inter	Exp 8 of Exp 9 of Exp 10 o Exp 10 o Solution Serve th Rofer (c	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 7767-13514 ress Mailly Label Number: E0 971 82 10 'C CHESTER POOL RESIDENCE 1710 ALV V DR LA PORTE, TX 77571-3402 ress Mailly Label Number: E0 971 82 10 ALTON PORTER PO BOX 652 LA PORTE, TX 7757-0652 110 '- ALTON PORTER, TX 7757-0652 110 '- ALTON PORTER, TX 7757-0652 110 '- NORMAN REED NORMAN REED NORMAN REED NORMAN REED NORMAN	Transion From: 77096 7 032 US 7 032 US 7 032 US 7 032 US 7 029 US	Express Mai Wah Express Ma Wah Express Ma User Dotmestic O Dotmestic O solal Service@ from your carrier.
UNITED STATES POSTAL SERVICE POSTAL SERVICE Print Confirm Thank you lor ch Printed Dome Transaction #: 1 Charged ic: AM Labels included Print Date/Time State	g Labels - Print Confin S. E- bing Labels mation hoosing the United States Por estic Labels 162162437 AFX 16216447 AFX 162167 AFX 162167 AFX 162167	estal Service® Packags into Ship Date: 02/22/10 Weight: 10s 0oz From: 77096 Prot: 77096 Pr	S2,382,14 ↓ a ↓ a Service Express Mail Flat Rate Env Vention of Signature Label Total Express Mail Flat Rate Env Walver of Signature Label Total Express Mail Flat Rate Env Walver of Signature Label Total Express Mail Flat Rate Env Walver of Signature Label Total	SIQ.072.29 Page 1 of 2 C C C C C C C C C C C C C C C C C C C	Exp 8 of Exp 9 of Exp 10 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of 5 of 5 of 5 of 5 of 5 of 5 of 5 of	Shipping Labels - Print Conf Z23 BAYRIDGE RD LA PORTE, TX 77571-3514 ress Mail@ Label Number: E0 971 82 Nail@ Label Number: E0 971 82 T10 4: CHESTER POOL RESIDENCE T10 ALTON PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 82 ALTON PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 82 NORMAN REED NORMAN REED NORMAN REED NORMAN REED NORMAN REED So No SAM HOUSTON PK STD 100 HOUSTON, TX 7760-3221 ress Mail@ Label Number: E0 971 82 Thank you f So Thank you f	Transion From: 77096 7 032 US 5 thip Date: 1022210 Velopit: 11th 602 From: 77096 7 122 US 5 thip Date: 022210 Velopit: 11th 502 From: 77096 7 124 US 6 091 U	Express Mai Waiw Express Mai Express Mai Waiw Dotnestic Or Dotnestic Or Dotnestic Or Setal Service® from your carrier. an be prdated online i Supplied
Print Confirm Transvigue for All Print Confirm Transk you for ch Printed Dorms Transvigue for All Laboles included Print Deler Time Sa 1 of 10 + per Express Meille 2 of 10 - LL Soft D - LL Express Meille 3 of 10 - LL Express Meille 2 of 10 - LL Saft D - JD	g Labels - Print Confin S E- ing Labels mation hoosing the United States Pos estic Labels 162162437 ACC 2569:35 PM CST 2020/012569:35 PM CST anabordered 2020/012569:35 PM CST tanabordered 2020/012569:35 PM CST tanabordered 2020/012569:35 PM CST tanabordered 2020/012569:35 PM CST Concerning 18 CollingDate RD PORTE, TX 77571-5824 PLabel Number: EO 971 826 1 A PORTE, TX 77571-6824 Stabel Number: EO 971 826 1 COYO GRAHAM A PORTE ISD 202 SAN JACINTO ST A PORTE, TX 77571-681 Stabel Number: EO 971 826 1 COYO GRAHAM A PORTE ISD 202 SAN JACINTO ST A PORTE, TX 77571-681 Stabel Number: EO 971 826 1 COYO GRAHAM A PORTE SD 202 SAN JACINTO ST A PORTE SD 205 SAN JACINTO	Packeys into Ship Date: 02/22/10 Weight Tibs 002 From: 77096 001 US Ship Date: 02/22/10 Weight Tibs 002 From: 77096 876 US	S2,382,14 S2,382,14 ↓ a Service Express Mail Fel Kaje Erry Variver of Signature Label Total Express Mail Fel Kaje Erry Weiver of Signature Label Total Express Mail Fel Kaje Erry Weiver of Signature Label Total Express Mail Fiel Kaje Erry Weiver of Signature Weiver of Signature	SIQ.072.29 Page 1 of 2 / Context Effendly signature of the second sec	Exp 8 of Exp 9 of Exp 10 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of 5 of 5 of 5 of 5 of 5 of 5 of 5 of	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 ress Mail@ Label Number: E0 971 82 Nail@ Label Number: E0 971 82 10 - CHESTER POOL RESIDENCE 1710 ALTON PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 82 10 - ALTON PORTE, TX 7757-0402 10 - ALTON PORTE, TX 757-0402 10 - ALTON PORTE, TX 757-04	Transion From: 77096 7 032 US 5 thip Date: 1022210 Velopit: 11th 602 From: 77096 7 122 US 5 thip Date: 022210 Velopit: 11th 502 From: 77096 7 124 US 6 091 U	Express Mai Waiw Express Mai Express Mai Waiw Dotnestic Or Dotnestic Or Dotnestic Or Setal Service® from your carrier. an be prdated online i Supplied
Print Shipp Print Confir Thank you for ch Printed Dorme Transaction # : Charged to: AM Labels Included Print Date/Time St 1 of 10 + Pe Express Mell@ 2 of 10 - AU Express Mell@ 3 of 10 - LL Express Mell@ 4 of 10 - JO CP	g Labels - Print Confir S E- ing Labels mation hoosing the United States Pos estic Labels 162162437 462 162162437 462 162162437 462 162162437 462 162162437 462 162162437 462 162162437 462 162162437 462 162162437 462 162162437 462 162162437 462 162162437 162162457 16216457 16216	Packeş into Ship Dete: 02/22/10 Viejint Tiso Soz From: 77095 001 US Ship Dete: 02/22/10 Viejint Tiso Soz From: 77095 976 US Ship Dete: 02/22/10 Weight Biso Soz From: 77095 976 US Ship Dete: 02/22/10 Weight Diso Soz From: 77095	S2,382,14 S2,382,14 La C Service Express Mail Fail Rate Env Walver of Signature Label Total Express Mail Fail Rate Env Walver of Signature Label Total	SIQ.072.29 Page 1 of 2 / Co. C.	Exp 8 of Exp 9 of Exp 10 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of 5 of 5 of 5 of 5 of 5 of 5 of 5 of	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 ress Mail@ Label Number: E0 971 82 Nail@ Label Number: E0 971 82 10 - CHESTER POOL RESIDENCE 1710 ALTON PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 82 10 - ALTON PORTE, TX 7757-0402 10 - ALTON PORTE, TX 757-0402 10 - ALTON PORTE, TX 757-04	Transion From: 77096 7 032 US 5 thip Date: 1022210 Velopit: 11th 602 From: 77096 7 122 US 5 thip Date: 022210 Velopit: 11th 502 From: 77096 7 124 US 6 091 U	Express Ma Wah Express Ma Express Ma Web Express Ma Veb Obtraction Dotraction
Print Shippi Print Confirm Thank you for ch Printed Dome Transaction #: 1 Charged to: AM Labels included Print Date/Time 1 of 10 + Pe So 1 of 10 - 4 Express Mail@ 2 of 10 - 4 Express Mail@ 2 of 10 - 4 Express Mail@ 3 of 10 - 4 Express Mail@	g Labels - Print Confir S E- ing Labels mation hadding the United States Post estic Labels 182/162437 202/10 12:59:36 PM CST andordred 202/10 12:59:36 PM CST andordred 10 PORTE, IX 77571-3824 2 Label Number: EO 971 827 1 Core States 2 Label Number: EO 971 828 1 DOS SAN JACINTO ST A PORTE, IX 77571-3641 2 Label Number: EO 971 828 1 DOS SAN JACINTO ST A PORTE, IX 77571-3641 2 Label Number: EO 971 828 1 DOS SAN JACINTO ST A PORTE, IX 77571-3115 2 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE, IX 77572-3115 2 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE IX 7757-3115 2 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE IX 7757-3115 2 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE IX 7572-3115 2 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE IX 7572-3115 2 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE IX 7572-3115 2 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE IX 7572-3115 3 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE IX 7572-3115 3 Label Number: EO 971 827 1 DOS SAN JACINTO ST A PORTE IX 7572-3115 3 Label Number: EO 971 827 1 A PORTE IX 7572-3115 3 Label Number: EO 971 827 1 3 Label Number: EO 971 8	Packes into Packes into Ship Date: 02/22/10 Weight The Goz From: 77095 001 US Ship Date: 02/22/10 Weight The Goz From: 77095 015 Ship Date: 02/22/10 Weight The Goz From: 77095 015 Ship Date: 02/22/10 Weight The Goz From: 77095 015 Ship Date: 02/22/10 Weight The Goz From: 77095	S2,382.14 S2,382.14 L a Service Express Mail Flait Rate Env Veniver of Signature Univer of Signature Univer of Signature Label Total Express Mail Flait Rate Env Weilver of Signature Label Total Express Mail Flait Rate Env Waiver of Signature Label Total	SIQ.072.29 Page 1 of 2 / (nier Friendly s 17.40 s 1 1.40 s 1 1	Exp 8 of Exp 9 of Exp 10 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of 5 of 5 of 5 of 5 of 5 of 5 of 5 of	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 ress Mail@ Label Number: E0 971 82 Nail@ Label Number: E0 971 82 10 - CHESTER POOL RESIDENCE 1710 ALTON PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 82 10 - ALTON PORTE, TX 7757-0402 10 - ALTON PORTE, TX 757-0402 10 - ALTON PORTE, TX 757-04	Transion From: 77096 7 032 US 5 thip Date: 1022210 Velopit: 11th 602 From: 77096 7 122 US 5 thip Date: 022210 Velopit: 11th 502 From: 77096 7 124 US 6 091 U	Express Mail Valve Express Mail Express Mail Express Mail Valve Dotnestic Or Dotnestic Or Dotnestic Or Dotnestic Or Setal Service® from your carrier. an be prdeted online. I Supplied Isangotuse
Print Shippi Print Confirm Thank you for ch Printed Dome Transaction #: 1 Charged to: AM Labels included Print Date/Time 1 of 10 + Pp Statistic Statistics 2 of 10 - HO Express Mail@ 2 of 10 - HO Express Mail@ 3 of 10 - LO Express Mail@ 4 of 10 - JO CC Statistics 5 of 10 - DC Statistics 1 of 10 - DC Statistics 2 of 10 - DC Statistics 1 of 10 - DC	g Labels - Print Confin S E- ing Labels mation hoosing the United States Pos estic Labels 162162437 AFX 2022/10 12:59:35 PM CST tandordized 18 COLLINGDALE RD 4:00 PCZPT0 12:59:35 PM CST tandordized 18 COLLINGDALE RD 4 PORTE, TX 7571-5824 Stabel Number: EO 971 827 1 OPACE LEOPARD ESUENCE 20 LAP PINE LN TY 7571-5824 Stabel Number: EO 971 826 LOYD GRAHAM 4 PORTE, TX 77571-5824 Stabel Number: EO 971 826 1 Stabel Number: EO 971 826 PMN JOERNS THOM JOERNS 1 Stabel Number: EO 971 826 PMN JOERNS 1 Stabel Number: EO 971 826 1 Stabel Number: EO 971 827 1 Stabel Numbe	Packags into Packags into Ship Date: 0022/10 Weight Tibs 002 From: 77095 Prot US Ship Date: 0022/10 Weight Tibs 002 From: 77096 Prot: 77096	S2,382,14 S2,382,14 S2,382,14 Service Servic	SIQ.072.29 Page 1 of 2 C C C C C C C C C C C C C C C C C C C	Exp 8 of Exp 9 of Exp 10 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of 5 of 5 of 5 of 5 of 5 of 5 of 5 of	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 ress Mail@ Label Number: E0 971 82 Nail@ Label Number: E0 971 82 10 - CHESTER POOL RESIDENCE 1710 ALTON PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 82 10 - ALTON PORTE, TX 7757-0402 10 - ALTON PORTE, TX 757-0402 10 - ALTON PORTE, TX 757-04	Transion From: 77096 7 032 US 5 thip Date: 1022210 Velopit: 11th 602 From: 77096 7 122 US 5 thip Date: 022210 Velopit: 11th 502 From: 77096 7 124 US 6 091 U	Express Mail Valw Express Mai Express Mai Waiw Express Mai Valw Dotnestic Or Dotnestic Or Setal Service® from yourcarrier. an be prdered online. I Supplied
UNITED STATES POSTAL SERVICE Print Confirm Thank you lor ch Printed Dome Transaction #: 1 Charged to: AM Labels included Print Date/Time State	g Labels - Print Confin S. E- bing Labels mation hoosing the United States Por estic Labels 182/62437 MEX 182/6437 MEX 182/6437	Package Into Ship Date: 02/22/10 Veight Tiss Doz From: 77096 970 US Ship Date: 02/22/10 Veight Tiss Doz From: 77096 970 US Ship Date: 02/22/10 Veight Tiss Doz From: 77096 915 US Ship Date: 02/22/10 Veight Tiss Doz From: 77096 915 US Ship Date: 02/22/10 Veight Tiss Doz From: 77096 915 US	S2,382.14 S2,382.14 ↓ α ↓ α Service Express Mail Fail State En- Waiter of Signature Label Total Express Mail Fail State En- Waiter of Signature Label Total Express Mail Fail State En- Waiter of Signature Label Total Express Mail Fail State En- Waiter of Signature Label Tota Express Mail Fail State En- Waiter of Signature Label Total Express Mail Fail State En- Waiter of Signature Label Total Express Mail Fail State En- Waiter of Signature Label Total Express Mail Fail State En- Waiter of Signature Label Total	SIQ.072.29 Page 1 of 2 C C C C C C C C C C C C C C C C C C C	Exp 8 of Exp 9 of Exp 10 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of 5 of 5 of 5 of 5 of 5 of 5 of 5 of	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 ress Mail@ Label Number: E0 971 82 Nail@ Label Number: E0 971 82 10 - CHESTER POOL RESIDENCE 1710 ALTON PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 82 10 - ALTON PORTE, TX 7757-0402 10 - ALTON PORTE, TX 757-0402 10 - ALTON PORTE, TX 757-04	Transion From: 77096 7 032 US 5 thip Date: 1022210 Velopit: 11th 602 From: 77096 7 122 US 5 thip Date: 022210 Velopit: 11th 502 From: 77096 7 124 US 6 091 U	Express Mail Valw Express Mai Express Mai Waiw Express Mai Valw Dotnestic Or Dotnestic Or Setal Service® from yourcarrier. an be prdered online. I Supplied
UNITED STATES POSTAL SERVICE Print Shippi Print Confirm Thank you for ch Printed Dome Transaction # 1 Charged to: AM La Print Data/Time Sa 1 of 10 + pre 6 of 10 - JO Fer Sa La Express Mail@ 5 of 10 - LL So Fer Sa La Express Mail@ 5 of 10 - JO Fer Sa La Express Mail@ 5 of 10 - JO Fer Sa Sa Sa Sa Sa Sa Sa Sa Sa Sa	g Labels - Print Confir S E- ing Labels mation hoosing the United States Pot estic Labels 162162437 ACC 2012 162162437 ACC 2012 ACC 2012 A	Package Into Ship Date: 02/22/10 Veight Tiss Doz From: 77096 970 US Ship Date: 02/22/10 Veight Tiss Doz From: 77096 970 US Ship Date: 02/22/10 Veight Tiss Doz From: 77096 915 US Ship Date: 02/22/10 Veight Tiss Doz From: 77096 915 US Ship Date: 02/22/10 Veight Tiss Doz From: 77096 915 US	S2,382,14 S2,382,14 S2,382,14 Service Servic	SIQ.072.29 Page 1 of 2 C C C C C C C C C C C C C C C C C C C	Exp 8 of Exp 9 of Exp 10 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of Exp 5 of 5 of 5 of 5 of 5 of 5 of 5 of 5 of	Shipping Labels - Print Conf 723 BAYRIDGE RD LA PORTE, TX 775713514 ress Mail@ Label Number: E0 971 82 Nail@ Label Number: E0 971 82 10 - CHESTER POOL RESIDENCE 1710 ALTON PORTE, TX 7757-0402 ress Mail@ Label Number: E0 971 82 10 - ALTON PORTE, TX 7757-0402 10 - ALTON PORTE, TX 757-0402 10 - ALTON PORTE, TX 757-04	Transion From: 77096 7 032 US 5 thip Date: 1022210 Velopit: 11th 602 From: 77096 7 122 US 5 thip Date: 022210 Velopit: 11th 502 From: 77096 7 124 US 6 091 U	Express Mail Valve Express Mail Valve Express Mail Valve Express Mail Valve Dotnestic Or Dotnestic Or Dotnestic Or Dotnestic Or Setal Service® from your carrier. an be <u>pretext conime</u> . Esupoliest

7 of 10 * LINDSAY PFEIFFER RESIDENCE

Ship Date: 02/22/10 Weight: 11bs 0oz

Express Mall Flat Rate Env \$17.40 Waiver of Signature

Hawes Hill Calderon LLP P.O. Box 22167 Houston TX 77227-2167

Invoice

AMOUNT

\$2,000.00

\$47.50 \$174.00 \$34.80

\$5.00

\$120.40 \$0.44

\$0.00

\$0,00

\$2,382,14

\$2,382.14

Page 2 of 2

Sales Tax:

Total Amount:

Balance Dur

Lebel Total \$17.40

Express Mail Flut Rate Env \$17.40 Waiver of Signature Lebel Total \$17.45

Express Mail Flat Rate Env \$17.40 Waiver of Signature

Express Mail Flat Rate Env \$17.40 Waiver of Signature Label Total \$17.40

Domestic Order Total: \$174.00

Lebel Total \$17.40

Greate New Lapel >

Busingss Cutioning Caleway

😴 한 문화 문화

Amount Applied;

Request a free package pickup from your carrier. Bequest Carrier Pickup > 1

Invoice#: 00003523 Date: 3/1/2010 Page: 1

UNITED STATES POSTAL SERVICE.

Print Shipping Labels

Print Co	onfirmation					E Print	er Friendly
Thank you	r for choosing the Uni	lad States Post	al Service®				
Printed	Domestic Labels						
Charged Labels In	on #: 152163288 to: AMEX ********** cluded: 2 a/Time: 2/22/10 1:03:1						
	Standardized Shipping Address (Ì)	Packa	ge Lute		Service	Price
1 of 2	DAVE TURNOUS 3222 SOMERTON LA PORTE, TX 72	N DR	Weigl	Date: 02/22/10 ht: 1 lbs Doz 77 D96	Express Mai Waiv	Flat Rate Env or of Signature	\$17.40
Express						Labol Total	\$17.40
2 of 2	 RUSSELL PLANH NATL PROPERT 3330 S SAM HOL 	Y HOLDI	Weigl	Date: 02/22/10 nl: 11bs Doz 77096		l Flat Rate Env er of Signature	\$17.40
	HOUSTON, TX 7	7047-6503				Label Total	\$17.40
Express	Maik® Label Number	EO 971 627 58	ມູນຮ				
			-		Domestic (Order Total: :	\$34.80
		Thank you for cl	hoceing the	United States Po			
		R	equest a free	: package pickup fi	rom your camier.	Request Can	ier Pickup
						Greate	New Labol
Customs ferr	ns and shipping supple	a are available h	om vour ioca	i Posi Office or ca	n be ordered eplice		
	nline - Order a Scale! O					•	
	Shipping History for al			-			
Cations	u.Saydon Forma	Govi Services	Cavence	Protony Poksy	Terms of Use	Batinese Custom	n. Galeway
11© 2009 USP	S. All Rights Reserved.	No FEAR Act 8	ÉO Data			V	

1

https://sss-web.usps.com/cns/printVerification.do

	AMERICAN E VISA OR	ALSO ACCEPTED BY: XPRESS, MASTERCARD, ELECTRONIC WIRE FRANSFERS 1-497-2218
UNT NO.	INVOICE NUMBER 51512	INVOICE DATE 12/08/09

51512

HAWES HILL CALDERON 10103 FONDREN STE 300 HOUSTON TX 77096

CUSTOMER ACCOUNT NO. INVOICE DATE NUM 102750 51512 12/08/09 HAWES HILL CALDERON 10103 FONDREN STE 300

HOUR MESSENGER

AT ID

BALANCE DUE UPON RECEIPT. AFTER 12/23/09, PAY \$405.55

2/22/2010

PAYMENTS ALSO ACCEPTED BY: AMERICAN EXPRESS, MASTERCARI

VISA OR ELECTRONIC WIRE TRANSFERS

281-497-2218

RY TICKET NUMBER	AMOUNT	DELIVERY DATE TICKET NUMBER	AMOUNT
24/09 178821 FIRST SOUTH 1/09 179026 ANDREWS KUR3 1/09 179103 TIRZ 20 2/09 179105 TIRZ 20 2/09 179106 TIRZ 20 2/09 179106 TIRZ 20 2/09 179108 TIRZ 20 2/09 179110 TIRZ 20 1/09 179111 TIRZ 20 1/09 179113 TIRZ 20 2/09 179113 TIRZ 20 2/09 179114 TIRZ 20 2/09 179115 TIRZ 20 2/09 179115 TIRZ 20 2/09 179114 TIRZ 20 2/09 179126 GSMD 1/09 179266 GSMD 1/09 179266 GSMD 1/09 179266 GSMD 1/09 179267 GSMD 1/09 179267 GSMD 1/09 179277 GSMD 1/09 179271 GSMD		11/24/09 178621 FIRST SOUTHW 12/01/09 178026 ANDREWS KURT 12/02/09 179103 TIRZ 20 12/02/09 179105 TIRZ 20 12/02/09 179106 TIRZ 20 12/02/09 179106 TIRZ 20 12/02/09 179106 TIRZ 20 12/02/09 179110 TIRZ 20 12/02/09 179111 TIRZ 20 12/02/09 179113 TIRZ 20 12/02/09 179126 GSMD 12/04/09 179263 GSMD 12/04/09 179265 GSMD 12/04/09 179265 GSMD 12/04/09 179265 GSMD 12/04/09 179266 GSMD 12/04/09 179267 GSMD 12/04/09 179271 GSMD	15.75 28.30 14.65 18.00 18.00 26.00 14.65 14.65 14.65 14.65 14.65 14.65 13.00 13.00 13.00 13.00 13.00
"pon Receipt 11757 Katy Frwy. it Due Suite 900 15 Days Houston TX 77079	OTAL DUE 398.05	this portion with Sulta ann	TOTAL DUE 398.05



LA PORTE REDEVELOPMENT AUTHORITY HAWES HILL CALDERON LLP SE DETAIL (TIRZ 1, LA PORTE)

	\$5,00	TOTAL			
					ļ
					Į
YES	\$5.00	0.500	10	TIRZ #1 [Frip to post office to mail board packet	2010
BILL	TOT. REIM	U PRICE	VTD	TE CLIENT # VENDOR/DESCRIPTION	E



Hawes Hill Calderon LLP P.O. Box 22167 Houston TX 77227-2167

Bill To:

TIRZ -La Porte # 1 604 W. Fainmont Pkwy, La Porte, TX 77571

Invoice #; 60003585 Date: 4/1/2010

Page: 1



Invoice

wes Hill Calderon LLP). Box 22167 usion TX 77227-2167

Invoice

Hawes Hill Calderon LLP P.O. Box 22167 Houston TX 77227-2167

Bill To:

\$7,000.00

\$1,500.00

\$47.50 \$10.50 \$14.65

\$38.00 \$28.50 \$51.00

ĥ

i

i To:

Z -La Porte # 1
 W. Fairmont Pkwy.
 Porte, TX 77571

02/22/10

00/00/10

Invoice #: 00003586 Date: 5/1/2010

Page: 1

DATE	DESCRIPTION			
DATE	DESCRIPTION Project Management Services, May 2010	AMOUNT 52,000.00		
	Sales Total Am Anousi Ap			
	Beisnoe	Due: \$2,000.00		

Terms: C.O.D.

LA PORTE TIRZ

04505277 DNE CITY CENTER BARAGE 2822 1 451000 07114 04/21 10:39 04/21 PARKENP 10.58 CASH 28,00 CHANGE 9.50 AEPUBLIC FAREIRE SYSTER PHONE 713-657-562. -----THANK YOU FOR PARKING \$170 US--------USPS.COM CLICK100611WASHINGTON 800-3447779 800-3447779 USPS, COM CLICK 100511WASHINGTON 800-3447779 USPS, COM CLICK 100511WASHINGTON (+ rounds . 800-3447779

EXPENSE DETAIL (La Ponte TIFO1) VENDOR/DESCRIPTION QTY UPRICE TOT REIM. BILL DATE CLIENT NO. VENDOR/DESCRIPTION 76 5 0500 \$ 38.00 Y	
03.24.2010) CLP11-01 Mileage Concerning mass	
CLPTIF01 \$ 0.500 \$ -	
1 CLPTIF01 TOTAL \$ 38.001	

04 21 2010 CLPTIF01 Mileage to/from mtg. w/FSW 38 \$ 40,500 \$ 10,50	DATE 04.21.2010	CLPTIF01	VENDOR/DESCRIPTION Mileage to/from mtg. w/FSW	QTY UPRICE 36 \$ 0.500 1 \$ 10.500 \$ 0.500 707AL	5 - 3
--	--------------------	----------	--	---	-------

ENSE DET.	AJL (La Porte TIF	1) LOTY LUPRICE TOT REIM. BILL
DATE 1	CUENT NO	VENDOR/DESCRIPTION 26 \$ 0,500 \$ 13.00 Y
5.04,2010	CLPTIF01	Mileage to/from mtg. w/Frost Bank 761 \$ 0.500 \$ 38.00 Y
5.05.2010		Mileage to/from mtg, w/City \$ 0,500 \$
	CLPTIF01	

TIRZ -La Porte # 1 604 W. Fairmont Pkwy, La Porte, TX 77571 Invoice#: 00003614 Date: 6/1/2010 Page: 1 DATE DESCRIPTION AMOUNT Project Management Services, June 2010 6/30/2010 Board of Directors Meeting Reimbursable expenses as follows: 2/22/2010 4/21/2010 5/24/2010 USPS Parking Hour Messenger Mileage, D. Hawes March Mileage, D. Hawes April Mileage, D. Hawes May

Sales Tax: \$0.00 Total Amount \$3,690,15 Amount Applied; \$0.00 Balance Due \$3.690.15 Terms: C.O.D.

1

06/03/10

44

PAYMENTS ALSO ACCEPTED BY: AMERICAN EXPRESS, MASTERCARD, VISA OR ELECTRONIC WIRE TRANSFERS HOUR MESSENGER **M** 281-497-2218 CUSTOMER ACCOUNT NO. INVOICE DATE NVOICE

56472

HAWES HILL CALFERON 10103 FONDREN STE 300 HOUSTON TX 77096

102750

■ þp

a PD

47.50

PAYMENTS ALSO ACCEPTED AMERICAN EXPRESS, MASTERC VISA OR ELECTRONIC WIRE HOUR SSENGER ME: <u>AR</u> TRANSFERS 281-497-2218 USTOMER COUNT ND. INVOICE NUMBER INVOICE DATE 102750 56472 06/03/10 HAWES HILL CALDERON 10103 FONDREN STE 300

BALANCE DUE UPON RECEIPT. AFTER 06/18/10, PAY £77.75

DELIVERY							
DATE	TICKET	NUMBER	AMOUNT	DELIVERY	TICKE	T NUMBER	AMOUNT
[™] 05/19/10 ₩05/24/10	189270 189507	SPRING BR LA PORTE	58.10 14.65	05/19/10 05/24/10	189270 189507	SPRING BR LA PORTE	58.1 14.0
							ι. }
							•
			1				
	117	k-7-			115	もして	
Payable Upon Rec Past Due After 15 Days	៍ទ	F Katy Frwy. Suite 990- ሲ 30 ton TX 77079	OTAL DUE	Please return this portion with payment to:	-111		тотан D 72.7

La Porte Redevelopment Authority Cash Flow Report, FY 2009-2010

· .

Cas	h Flow Report, FY 2009-2010							
Cleared	_ . .	F		Amount	Subtotal		Total	
Bank	Operating Account	For	\$	265.520.84	Subtotal		TOTAL	
-	inning fund balance, 10/1/2009	county TIRZ payment	φ \$	196,067.00				
10/15/2009 City 10/30/2000 Inter	rest deposit (0.30%)	Interest	š	91.25				
	rest deposit (0.30%)	Interest	ś	73.20				
	rest deposit (0.15%)	Interest	ŝ	36.70				
	rest deposit (0.10%)	Interest	ŝ	28.41				
	rest deposit (0.10%)	Interest	\$	22.06				
	rest deposit (0.10%)	interest	\$	25.13				
• •	rest deposit (0.20%)	Interest	\$	42.59				
	rest deposit (0.20%)	Interest	\$	42.60				
6/10/2010 Harr	ris County tax collections	county TIRZ payment	\$	257,543.00				
6/22/2010 City	of La Porte tax collections	city TIRZ payment	\$	582,670.33 🗸				
6/22/2010 LPIS	SD tax collections	ISD TIRZ payment	\$	512,646.62				
Tota	al, revenues			\$	1,814,809.73	\$	1,814,809.73	
Cleared								
Bank Exp	enses							
	ecks paid:							
11/23/2009 #	117 Part Crossing LP	developer reimbursement	\$	165,769.15				
11/19/2009 #	118 Hawes Hill Calderon LLP	Inv 3385, 3400, 3422	\$	7,937.24				
2/25/2010 #	120 Hawes Hill Calderon LLP	Inv 3514, 3466, 3515	\$	7,552.62				
3/31/2010 #	119 Patillo Brown & Hill LLP	interim billing, audit	\$	3,000.00				
Tota	al, Checks paid			\$	184,259.01			\$ 1,630,
Che	cks outstanding							
	lone		\$					
⊤ota	al, Checks outstanding			s	-			
~ L	cks submitted for approval 6/30/2010							1
	121 Pattillo, Brown & Hill LLP	audit finai invoice	\$	150.00				
	122 Hawes Hill Calderon LLP	Inv 3523, 3585, 3586, 3614	Ś	10,072.29				
7	TE DEMOSTING CONCELL		Ŧ					
Tot	ai, Checks submitted			\$	10,222.29]		
	al expenses		_			\$	(194,481.30)	J
Fur	d balance, Operating Account as of June 30, 2010					\$	1,620,328.43	-

	"FY 2011	
Administration and Project Management	\$ 42,000.00	40
Legal	\$ 5,000.00	
Agreed Upon Procedures Reports	\$ 7,500.00	
Annual Audit	\$ 9,000.00	
Operating Expenses	\$ 3,000.00	
Bank Expenses	\$ 60.00	
Reserve	\$ 100,000.00	
Prior Year increment Revenue owed to others	\$ 152,232.00	
City Administration @ 5%	\$ 54,766.00	
Total	\$ 373,558.00	
TOTAL AVAILABLE FOR DISTRIBUTION 5.28.09	\$ 1,246,770.43	
2009 Tax Year	%	
Total Value in the TIRZ as of March 2010 (Value)	\$74,571,423	
Less the Tax Increment Base (1999) Value	\$7,385,080	
Total Increment Created	\$67,186,343	
Lakes at Fairmont Green (Plat recorded 2/27/08)	$ \begin{array}{c} & 589,147 \\ & & 529,147 \\ & & & & \\ & & & \\ & $	\$ 10,932.74
65 La Porte	~\$2,166,062 \$ UNCLECTURE 3.224%	\$ 40,195.40
Retreat at Bay Forest N & S (Plat recorded 3/18/08)	/ ~ \$239,443 (; ; y ^{aul UCC} 0.356% /	\$ 4,443.32
Port Crossing	رجہ \$55,694,257 82.895% Sec. 82.895%	\$ 1,033,512.91
Equals the Captured Appraised Value After New ? စည်မ်းက ရှိစစ်စပ်စန်	\$8,497,434 12.548%	\$ 1\$7,686.D6
	100.000%	\$ 1,246,770.43

,

LA PORTE TAX INCREMENT REINVESTMENT ZONE

STATE OF TEXAS)(

COUNTY OF HARRIS)(

CITY OF LA PORTE)(

NOTICE IS HEREBY GIVEN OF THE MEETING OF THE LA PORTE TAX INCREMENT REINVESTMENT ZONE TO BE HELD ON JUNE 30, 2010 AT 6:30 P.M. IN CITY COUNCIL CHAMBERS, CITY HALL, 604 WEST FAIRMONT PARKWAY, LA PORTE, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

- 1. Call to order Lindsay Pfeiffer, President
- 2. Consider approval of the minutes of Board of Directors Meeting held on February 24, 2010;
- 3. Consent agenda any item may be removed by a board member for discussion
 - Entertain motion and a second to approve the TIRZ items in the same form and manner as was approved in the previous redevelopment authority meeting Lindsey Pfeiffer, Chairperson
 - a. Ratify signatures on bank consent document;
 - b. Receive and consider Sylvan Beach Development Agreement, by and between the REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE; the LA PORTE REDEVELOPMENT AUTHORITY; the CITY OF LA PORT; the LA PORTE ECONOMIC DEVELOPMENT CORPORATION; and HARRIS COUNTY;
 - c. Receive and consider disbursement of Annual TIRZ Revenue pursuant to developer agreement;
 - d. Receive report with regard to debt financing for Port Crossing;
 - e. Receive staff report and updates with regard to Port Crossing, Lakes on Fairmont Green, Retreat at Bay Forrest Development Project, and Preserve at Taylor Bayou;
 - f. Consider approval or other action with regard to authority invoices;
 - g. Board member comments with regard to matters appearing on agenda and inquiry of staff regarding specific factual information or existing policy;
 - h. Adjournment.

THIS FACILITY HAS DISABILITY ACCOMMODATIONS AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES AT MEETINGS SHOULD BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT CITY SECRETARY'S OFFICE AT 281-471-5020 OR TDD LINE 281-471-5030 FOR FURTHER INFORMATION. A POSSIBLE QUORUM_OF CITY COUNCIL MEMBERS MAY BE PRESENT AT THIS MEETING AND PARTICIPATE IN DISCUSSIONS BUT WILL NOT TAKE ANY ACTION.

A POSSIBLE QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT AT THIS MEETING AND PARTICIPATE IN DISCUSSIONS BUT WILL NOT TAKE ANY ACTION.

÷

David W. Hawes Executive Director

Du Haves

Date Posted

La Porte Tax Increment Reinvestment Zone Number One, City of La Porte, Texas Minutes of the Board Meeting Held February 24, 2010

Call to order - Lindsay Pfeiffer, President

The Board of Directors of the La Porte Tax Increment Reinvestment Zone Number One, City of La Porte, Texas, held a meeting, open to the public, on the 24th day of February, 2010; the meeting was called to order at 7:13 p.m. in the City Council Conference Room of the City Hall, 604 West Fairmont Parkway, La Porte, Texas, and the roll was called of the duly appointed members of the Board, to wit:

Peggy Antone	Position 1
Dave Turnquist	Position 2
Alton Porter	Position 3
Horace Leopard	Position 4
Doug Martin	Position 5
JJ Meza	Position 6
Lloyd Graham	Position 7
Chester Pool	Position 8
Lin Pfeiffer	Position 9 - Chairman

and all of the above were present except Director Graham and Pfeiffer, thus constituting a quorum. Also present at the meeting were John Joerns, Stacey Osborne, and Scott Bean.

Consider approval of the minutes of the November 18, 2009 Board of Directors meetings.

Upon motion made by Director Turnquist, seconded by Director Meza, the board voted unanimously to approve the minutes as presented. Director Porter abstained from the vote due to his absence at the November 18, 2009 meeting.

CONSENT AGENDA – ANY ITEM MAY BE REMOVED BY A BOARD MEMBER FOR DISCUSSION

ENTERTAIN A MOTION AND A SECOND TO APPROVE THE TIRZ ITEMS IN THE SAME FORM AND MANNER AS WAS APPROVED IN THE PREVIOUS REDEVELOPMENT AUTHORITY MEETING

Upon a motion duly made by Director Porter and being seconded by Director Pool, the board unanimously approved the consent agenda in the same manner and form as approved in the Redevelopment Authority Board Meeting and adjourned at 7:14 PM.

SIGNED:	ATTEST:	
TITLE:	TITLE:	
DATE:	DATE:	

ú