

Agendas and Agenda Materials
Meetings of the Boards of Directors

La Porte
Redevelopment Authority



La Porte Tax Increment
Reinvestment Zone

September 12, 2024



**NOTICE OF JOINT MEETING OF LA PORTE REDEVELOPMENT AUTHORITY
AND THE LA PORTE TAX INCREMENT REINVESTMENT ZONE**

NOTICE is hereby given of the joint meeting of the La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone to be held **Thursday, September 12, 2024, at 6:30 p.m.** in the City Council Chambers at City Hall, 604 West Fairmont Parkway, La Porte, Texas, open to the public, to consider, discuss, and adopt such orders, resolutions or motions, and take direct actions as may be necessary, convenient, or desirable, with respect to the following matters:

AGENDA

1. Determine Quorum; and Call to Order.
2. Receive public comments.
3. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on August 8, 2024.
4. New Board Member Introduction; and Accept Oath of Office and Sworn Statement of New Board Member, Mercy Estrada.
5. Consider Amended Agreement with Hawes Hill & Associates LLP, in accordance with FY2025 Budget.
6. Receive update and recommendations regarding Capital Improvements Program:
 - a. Receive Presentation regarding Main Street Master Plan.
 - b. Discussion regarding intersection of W. Main and S. 16th Street.
 - c. Receive updates and recommendations from Gauge Engineering.
 - i. Feasibility Study.
 1. Inclusion of park land.
 - ii. Lakes at Fairmont Green Detention.
 1. Consider Task Order for survey services.
 - iii. M. Street Improvements:
 1. Consider Pay Application No. 6, M Street Improvements, from Carter Construction LLC.
7. Receive Bookkeeper's Report and consider approval or other action regarding authority invoices.
8. Receive updates from the city, developers, and staff about development within the Zone.
9. Board member comments.
 - a. Matters appearing on agenda; and
 - b. Inquiry of staff regarding specific factual information or existing policy
10. Adjournment.

In compliance with the American Disabilities Act, the City of La Porte City will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact the City Secretary, at 281-470-5019 or TDD 281-471-5030. A possible quorum of City Council members may be present at this meeting and participate in discussions but will take no action.

David W. Hawes, Executive Director

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

3. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on August 8, 2024.

**MINUTES OF THE JOINT MEETING OF THE
LA PORTE REDEVELOPMENT AUTHORITY and
LA PORTE TAX INCREMENT REINVESTMENT ZONE
BOARD OF DIRECTORS**

August 8, 2024

DETERMINE QUORUM; CALL TO ORDER.

The Board of Directors of the La Porte Redevelopment Authority, City of La Porte, Texas, and La Porte Tax Increment Reinvestment Zone, held a regular joint meeting, open to the public, on Thursday, August 8, 2024, at 6:30 p.m., in the Council Chambers of City Hall, 604 West Fairmont Parkway, La Porte, Texas, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1	Peggy Antone, <i>Secretary</i>	Position 6	Mark Goodwin, <i>Vice-Chairman</i>
Position 2	Barry Beasley	Position 7	Rick Helton
Position 3	Alton Porter	Position 8	David Janda, <i>Chairman</i>
Position 4	Kent Rummel	Position 9	Kristen Lee, <i>Asst. Secretary</i>
Position 5	Nicole Havard		

and all of the above were present, with the exception of Directors Havard, Helton, and Lee, thus constituting a quorum. Also present were David Hawes, Naina Magon and Linda Clayton, Hawes Hill & Associates, LLP; Josh Huber, Blank Rome LLP; Matt Daeumer, Haley Bower and Sherry Rodriguez, City of La Porte; Taylor Risien, Ian Hudson and David Greaney, Gauge Engineering; and Mercy Estrada. Chairman Janda called the meeting to order at 6:30 p.m.

RECEIVE PUBLIC COMMENTS.

There were no public comments.

APPROVE MINUTES OF THE JOINT LA PORTE REDEVELOPMENT AUTHORITY AND LA PORTE TAX INCREMENT REINVESTMENT ZONE MEETING HELD ON JUNE 13, 2024.

Upon a motion made by Director Rummel, and seconded by Director Beasley, Directors Antone, Beasley, Rummel, Goodwin and Janda voted to approve the Minutes of the June 13, 2024, Board meeting. Director Porter abstained. The motion passed.

RECEIVE UPDATE AND RECOMMENDATIONS REGARDING CAPITAL IMPROVEMENTS PROGRAM:

a. Receive updates and recommendations from Gauge Engineering.

i. Feasibility Study

Mr. Greaney presented a draft of the feasibility study, included in the Board materials. He reviewed findings and recommendations for trails: West Connector along Spencer Highway and Big Island Slough and roadways: Boyette Street, G Street and H Street, Main Street, and 16th Street.

6:45 p.m. Director Kristen Lee arrived meeting.

Mr. Hawes requested the Board to review the study and provide comments to staff by Thursday, August 22nd. No action from the Board was required.

ii. Lakes at Fairmont Green

Mr. Hudson reported Gauge Engineering evaluated the current condition of the Lakes at Fairmont Green detention basin. He provided a presentation on the findings and short-term and long-term recommendations, a copy of the presentation is included in the Board materials. He reported the design and lack of maintenance has caused the current issues with the detention. There was discussion regarding the responsibility of maintenance is the HOA of Lakes at Fairmont Green. He discussed short-term and long-term recommendations. He reported a survey needs to be conducted to estimate costs to determine whether earthwork is needed to improve the basin performance, including removing sediment forebays and de-silting the pond bottom. He reported short-term solutions include installing an aeration system to improve circulation and keeping the inflow and outflow pipes clear of sediment and vegetation. Director Porter stated we need to fix the system correctly before handing it back to the HOA to maintain. Mr. Hudson reported Gauge would provide a task order at the next meeting for survey services. No action from the Board was taken.

iii. M Street Improvements:

Mr. Risien provided an update on the M Street Improvements, a copy of the progress report is included in the Board materials. He reported the project is approximately 70% complete.

1) Ratify Pay Application No. 4, M Street Improvements, from Carter Construction LLC

Mr. Risien reviewed Pay Application No. 4, M Street Improvements, from Carter Construction LLC in the amount of \$202,554.00. He reported he has reviewed the pay application and concurs with the amount and quantities and is recommending for approval.

2) Consider Pay Application No. 5, M Street Improvements, from Carter Construction LLC.

Mr. Risien reviewed Pay Application No. 5, M Street Improvements, from Carter Construction LLC in the amount of \$8,143.20. He reported Hurricane Beryl impacted work on the construction; however, the contractor is still ahead of schedule. He reported he has reviewed the pay application and concurs with the amount and quantities and is recommending for approval.

Upon a motion made by Director Goodwin, and seconded by Director Beasley, the Board voted unanimously to (1) ratify approval of Pay Application No. 4, M Street Improvements, from Carter Construction LLC in the amount of \$202,554.00, as presented; and (2) approve Pay Application No. 5, M Street Improvements, from Carter Construction LLC in the amount of \$8,143.20, as presented.

CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE, TO CONDUCT A PRIVATE CONSULTATION WITH ATTORNEY REGARDING PENDING OR CONTEMPLATED LITIGATION.

The Board convened in Executive Session at 7:22 p.m.

RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTIONS REGARDING PRIVATE CONSULTATION WITH ATTORNEY.

The Board reconvened in Open Session at 7:30 p.m. Upon reconvening, the following action was taken:

RECEIVE MEDIATOR'S PROPOSAL AND CONSIDER RELEASE AND SETTLEMENT AGREEMENT.

Upon a motion made by Director Lee, and seconded by Director Porter, the Board accepted the Mediator's proposal and approved the Release and Settlement Agreement with J. Morales, Inc.

RECEIVE BOOKKEEPER'S REPORT AND CONSIDER APPROVAL OR OTHER ACTION REGARDING AUTHORITY INVOICES, INCLUDING APPROVAL OF DEVELOPER DISBURSEMENTS FOR TAX YEAR 2023; AND RATIFY PAYMENT OF JULY INVOICES.

Ms. Magon reviewed the developer disbursements for tax year 2023 and balances due to developers, a copy is included in the Board materials. She reported the following developer disbursements are recommended: (1) 65 La Porte (Lakes at Fairmont) \$14,980.30; (2) Beazer Homes \$137,836.74; (3) Hawthorne at La Porte \$758,778.49; Jabez-LB1 \$271,923.94; and (4) Senior Associates \$11,773.23. She reported 65 La Porte (Lakes at Fairmont) 2023 disbursement is \$320,786.17; however, the developer was double-paid last year and never sent back the first check and cashed it which resulted in the amount due this year to \$14,980.30.

Ms. Magon reviewed the Bookkeeper's Report and went over current invoices for payment and review of invoices paid in July for ratification, all included in the Board materials. Upon a motion made by Director Goodwin, and seconded by Director Antone, the Board voted unanimously to accept the Bookkeeper's Report, approved payment of current invoices, including the developer disbursements as presented; and ratified payment of invoices paid in July, as presented.

RECEIVE AND CONSIDER FY2025 BUDGET.

Ms. Magon presented the proposed FY2025 Budget, included in the Board materials. She reported Hawes Hill is requesting an increase in fees to \$4,000 per month. Mr. Hawes noted the administration fees for Hawes Hill have not increased in over 20 years. Upon a motion made by Director Goodwin, and seconded by Director Porter, the Board voted unanimously to approve the FY2025 Budget, as presented, including the increase in administration fees for Hawes Hill to \$4,000 per month.

RECEIVE UPDATES FROM THE CITY, DEVELOPERS, AND STAFF ABOUT DEVELOPMENT WITHIN THE ZONE.

Mr. Daeumer reported he is anticipating the City will have the conceptual design for Main Street improvements at the next meeting. No action from the Board was required.

BOARD MEMBER COMMENTS:

- a. Matters appearing on agenda; and
- b. Inquiry of staff regarding specific factual information or existing policy.

None.

ADJOURNMENT.

There being no further business to come before the Board, Chairman Janda adjourned the meeting at 7:39 p.m.

Secretary

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. New Board Member Introduction; and Accept Oath of Office and Sworn Statement of New Board Member, Mercy Estrada.

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 Amended Agreement with Hawes Hill & Associates LLP, in accordance with FY2025 Budget.

**FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN
LA PORTE REDEVELOPMENT AUTHORITY,
REINVESTMENT ZONE NUMBER 1, CITY OF LA PORTE, TEXAS
AND HAWES HILL & ASSOCIATES LLP**

This agreement is made by and between La Porte Redevelopment Authority and Reinvestment Zone Number 1, City of La Porte, (the "Clients") and Hawes Hill & Associates, LLP (the "Contractor").

W I T N E S S E T H:

WHEREAS, the Clients desire that the Contractor provide certain professional services with regard to the administration of the operations of the Authority and the Zone and management of programs and projects; and professional services related to amendments to the Zone's project plan and finance plan for Tax Increment Reinvestment Zone Number 1, City of La Porte, Texas ("Zone");

WHEREAS, the Contractor has the employees, office operations, and knowledge to ably provide the professional and administrative services required by the Clients;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, it is agreed as follows:

I.

Engagement of Contractor

The Clients hereby engage the Contractor, and the Contractor hereby agrees to provide, furnish, or perform certain professional and administrative services with respect to the Authority and Zone, including the services described on Exhibit A, attached hereto; and Exhibit B, attached hereto. Such services herein collectively referred to as the "Services."

II.

Compensation and Reimbursement to Contractor

For and in consideration of the professional services to be performed by the Contractor specified in Exhibit "A," *Scope of Professional Consulting and Management Services*, of this Agreement, the Clients agree to pay the Contractor a fixed fee of FOUR THOUSAND DOLLARS (\$4,000.00) per month for all services performed during Clients' 2025-2026 fiscal year. Thereafter, the Clients agree to pay for professional consulting services performed in connection with the Zone/Authority operations at the rate determined and established by the Board of Directors and adopted in the Zone/Authority's operating budget each fiscal year.

In addition, the Clients agree to compensate Contractor for professional services related to any amendments to the Zone's project plan and finance plan for Tax Increment Reinvestment Zone Number 1, City of La Porte, Texas, specified in Exhibit "B" *Scope of Professional Services - Plan Amendment of Tax Increment Reinvestment Zone Number One*, of this Agreement, the Clients agree to pay the Contractor a fixed fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) due and payable upon submission of the amended Project Plan and Financing Plan to the City of La Porte, Texas.

In addition, the Clients agree to compensate Contractor at the Reimbursable out-of-pocket expenses and other expenses and charges incurred by the Contractor in performing the Services under this Agreement shall be made on a monthly basis upon submission by the Contractor of invoices and other documentation setting forth such expenses and charges; *provided, however*, all expenses and charges proposed to be incurred by the Contractor for the performance of the Services shall be subject to the Clients' prior written

approval. The *Schedule of Maximum Charges and Rates of Hawes Hill & Associates LLP* for the performance of the Services by the Contractor under this Agreement as set forth on Exhibit "C" attached hereto for reference are hereby approved by the Clients. The Clients expressly disclaim any liability for reimbursement to the Contractor of any amounts in excess of those approved in writing by the Client.

Contractor shall tender to the Clients a detailed invoice of the services performed and the allowable reimbursable expenses incurred to the Clients each month during the term of this Agreement. Payments on account of services rendered and for reimbursable expenses incurred shall be made within thirty (30) days after the Clients receive Contractor's detailed invoice therefor. In the event of a disputed or contested invoice, the Clients may withhold any such disputed or contested amount without penalty.

III.

Administrative Policies and Procedures

The Contractor shall conduct the administrative activities of the Clients in accordance with the instructions and guidance of the Clients.

IV.

Accounts, Records, Accounting Reports and Audits

The Contractor shall maintain the books of records and accounts of the Clients in order to establish the amount due by the Clients to the Contractor in accordance with this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide free access to the Clients and allow for inspection and audit of all work, data, documents, proceedings, and activities related to this Agreement. Such right of access and audit shall continue for a period three (3) years from the date of termination of this Agreement.

V.

Compliance With Applicable Laws Concerning Redevelopment Authorities, Local Government Corporations, and Tax Increment Reinvestment Zones

The Contractor, in performance of its duties under this Agreement for the Clients, will comply with all applicable provisions of Texas law and municipal ordinances concerning redevelopment authorities, local government corporations, tax increment reinvestment zones and public improvement districts under which these entities are created.

VI.

Right of Ownership

All data, information, maps, books, reports, files, photography, artwork, software, equipment, and materials purchased, created or maintained by the Clients or purchased, created or maintained by the Contractor on behalf of the Clients shall remain the property of the Clients. It shall be clearly marked as property of the Clients in such manner that it may at any time be removed from the premises of the Contractor.

VII.

Laws to be Observed

In performing its obligations under this Agreement, the Contractor at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or city governments. The federal, state, and local laws, ordinances, and regulations which affect those engaged or employed in the work, or the equipment used in the work, or which in any way affects the

conduct of the work, shall be at all times in effect, and no pleas of misunderstanding will be considered on account of ignorance thereof.

VIII.

Successors and Assigns

This Agreement shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the Authority or the Zone.

IX.

Character of Workers and Work

Services provided for under this Agreement are being performed for the public benefit. The employees provided by the Contractor shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, the Contractor shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The Clients retain the right to require the Contractor to remove from the performance of services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the Clients. Nothing herein is intended to, and the parties agree that this Agreement does not, create any third-party beneficiary rights for any employee or other person. It is intended that any employee who engages in any services provided for under this Agreement is an employee-at-will of the Contractor.

X.

Conflict of Interest

In keeping with Contractor's duties to the Clients, Contractor agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Contractor agrees that it shall promptly disclose to the Clients any facts, which might involve any reasonable possibility of a conflict of interest.

XI.

Term and Termination

This Agreement shall become effective as of the date executed by the Clients and the Contractor as set forth on the signature page hereof and shall continue in force until such time as it may be terminated or amended by mutual agreement of both parties. Either party may terminate this Agreement without cause at any time by giving the other party at least thirty (30) days' prior written notice thereof, specifying in such notice the effective date of such termination. In the event of termination, it is understood and agreed that only the amounts due the Consultant for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

XII.

Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto.

XIII.


Disclaimer of Political Support or Affiliation

The Clients expressly disclaim any political support or affiliation with the Contractor. Further, the Clients prohibit the Contractor, and the Contractor hereby agrees to comply with such prohibition, from expending any Zone or Authority funds, directly or indirectly, including any funds to be reimbursed by the Zone or Authority, on any political candidate, cause, party, organization or activity.

(EXECUTION PAGE FOLLOWS)

AGREED and ACCEPTED this ____ day of September, 2024.

On Behalf of Hawes Hill & Associates LLP

By: 
Name: David W. Hawes, Managing Partner

**On Behalf of Reinvestment Zone Number 1
La Porte, Texas**

By: _____
David Janda, Chairman

ATTEST:

By: _____
Name/Title: _____

On Behalf of La Porte Redevelopment Authority:

By: _____
David Janda, Chairman

ATTEST:

By: _____
Name/Title: _____

Exhibit “A”
Scope of Professional Consulting and Management Services

Hawes Hill & Associates, LLP, will provide the following services:

Professional Planning and Development Consulting

Provide full professional management, administrative and technical support services to the Authority and Zone.

Serve as the Clients’ liaison and advocate with the City of La Porte, Harris County, agencies and departments of the State of Texas, and other interested parties.

Provide expert testimony in public meetings and proceedings as requested by the respective Boards of Directors.

Coordinate and provide professional services in conjunction with Clients’ attorney concerning legal matters related to Board operations, implementation of Zone plan, and development agreements.

Assist developers with regard to their development projects within the Zone.

Work with City to resolve infrastructure issues as they arise.

Work with developers to ensure that development agreement procedures are followed.

Coordinate and work with City to prepare financing packages to reimburse developers for eligible project-related costs defined in each developer reimbursement agreement. This includes, but is not limited to, providing the City with necessary zone information, verifying eligible project costs and providing information briefings to elected City officials.

Board Development and Administration

Coordinate and arrange all meetings of the respective Boards of Directors and their committees.

Prepare all meeting agendas and ensure proper notification is made in accordance with state statutes and such other governing documents as may apply.

Take and prepare minutes of Board meetings.

Prepare resolutions, certificates and other official documents as may be required.

Assemble and distribute reports and information packets for use at Board meetings.

Develop and implement an orientation program to assist new Board members to carry out their duties and responsibilities and to understand the Zone’s history, policies and procedures, and pertinent laws.

Information and Communications Management

Assist in the coordination, communication and interface between the Boards of Directors, government officials and employees, contractors, developers, property owners, citizens, and others regarding planned and actual Zone projects.

Prepare or cause to be prepared reports, maps, charts and exhibits as requested by the respective Boards of Directors.

Receive inquiries and respond to property owners, real estate agents and brokers, and other interested parties with respect to development issues that pertain to the Zone and the Redevelopment Authority.

Maintain records and files of the Authority and Zone consistent with the Texas Public Information Act, the Local Government Records Act, and all other applicable laws, rules and regulations.

Monitor regulations and comply with reporting requirements of Secretary of State, City of La Porte, and other regulatory bodies.

Financial Administration

Oversee all accounting and financial administration procedures of the Authority and Zone.

Administer the Authority, Zone and District budgets, including tracking income and monthly expenses in reference to the annual budget, monitoring expenses, preparing budget reports, assisting with annual budget preparation

Arrange for Authority's independent audit, providing necessary information and documentation.

Oversee the Clients' consultant responsible for tracking zone values to assure that Clients' receive all monies due.

Coordinate and work with financial consultants, the City of La Porte, and others on preparation of documents, financial projections, and related information.

Contract Administration and Project Management

Prepare requests for proposals or qualifications for professional services and bids for contract services as needed and as determined by the Boards of Directors.

Analyze proposals and bids from prospective contractors and provide summary analyses for consideration of the Boards of Directors in decision-making.

Provide management oversight for all contractors, including such service providers as engineering/project management consultants, legal counsel, bookkeepers and financial advisors, public infrastructure construction contractors, security services, landscape services, and others that the Clients may employ from time to time.

Interface with developers on development, financing, and property acquisitions issues.

Exhibit "B"
Scope of Professional Services relating to Plan Amendments

Hawes Hill & Associates will carry out the scope of professional consulting services described below. These services apply to Tax Increment Reinvestment Zone 1 and are broken down into three distinct Phases: (I) activities associated with the preparation of the preliminary analyses and studies supporting the planned amendment; (II) activities necessary to inform and educate public officials and stakeholders on the plan amendment and to gather additional information that may be needed to refine the final proposed Amended Project Plan and Project Financing Plan; and (III) approval of Amended Project Plan and Financing Plan by the City of La Porte.

Phase I: Analysis and preparation of documentation to initiate amendment to the current Project Plan and Project Financing Plan

- Perform an initial analysis of the Zone and plan amendment. The analysis will include: a) a complete review of all ad valorem values in the Zone; b) existing land uses; c) documentation of blighted conditions; d) identification of tracts where development is impeded due to faulty lot layout; e) analysis of any other relevant factors impeding development or redevelopment of the area.
- Prepare a draft Amended Project Plan and Reinvestment Zone Financing Plan for use in briefings on the amendment, including costs of all proposed public improvements. The amended plan will include the following: a) maps showing the existing uses and conditions of real property in the zone and maps showing proposed improvements to and use of that property; b) proposed changes to any ordinances applicable to the area; c) a list of the estimated non-project costs; and, d) a statement of the method of relocating persons to be displaced as a result of the implementation of the project plan. The amended financing plan will include: a) a detailed list of the estimated project costs of the zone, including administrative expenses; b) a statement listing the kind, number, and location of all proposed public works or public improvements in the zone; c) the estimated amount of bonded indebtedness to be incurred; d) the time when related costs or monetary obligations are to be incurred; e) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone.

Phase II: Preparation of preliminary documents required for amendment of the Project Plan and Project Financing Plan

- As necessary, conduct meetings with elected officials/staffs from all proposed participating jurisdictions regarding the plan amendment. Provide financial impact information to each, and work with any elected body committees to review the amended plan and how it will impact the jurisdiction's tax base and further each jurisdiction's economic development goals and objectives.
- Conduct meetings, when necessary, with all area stakeholders regarding the proposed amendment. Garner their input and feedback regarding the redevelopment needs in the area and factor those needs into the development of the draft Amended Project and Reinvestment Zone Financing Plan.
- Conduct a workshop (if needed or required) with City Council on the plan amendment. Present the proposed redevelopment strategy, the process for amending the reinvestment zone, and the administrative issues associated with implementation of the Amended Project Plan and Reinvestment Zone Financing Plan

and serve as support staff to City staff in their role as advisors to the elected leadership.

- Make any recommended revisions to the Amended Project Plan and Reinvestment Zone Financing Plan prior to the public hearing.
- Prepare and deliver to City Secretary the public notice of the hearing and provide copies of the amended project plan and project financing plan for distribution. Serve as the point of contact for any questions/issues that arise related to the hearing before the hearing is held.
- Assist the City in conducting a public hearing on the plan amendment. We will either conduct the hearing on the City's behalf or be present to serve as technical advisor to the City during the hearing.
- Prepare a Final Amended Project Plan and Reinvestment Zone Financing Plan for presentation to the Client's Board of Directors, incorporating any changes based on the public hearing process, for their consideration and approval.

Phase III: Preparation and submission of final documentation with regards to the Amended Project Plan and Project Financing Plan to the City.

- Prepare and submit to the City Legal Department an ordinance to approve the zone's amended project plan and reinvestment zone financing plan.
- Assist the Redevelopment Authority with final participation agreements with other taxing jurisdictions. Each agreement will set forth the rate of participation for the jurisdiction, the term of the agreement, and any special negotiated provisions required by the jurisdiction for their participation in the TIRZ.
- Present agreements to the Client's Board of Directors for approval.
- Prepare ordinances to submit to the City Legal Department to approve the participation agreements for other taxing jurisdictions.

Exhibit "C"

**Schedule of Maximum Charges and Rates of
Hawes Hill & Associates, LLP**

Professional Consulting & Administrative Services

Fiscal Year October 1, 2024 – September 30, 2025
monthly fixed fee: \$4,000.00
Future fiscal years to be determined annually by
Board approved Budget

**Professional Services for Project Plan and
Financing Plan Amendments**

fixed fee per amendment: \$25,000.00

Board Development and Administration
Information and Communications Management
Financial Administration
Contract Administration and Project Management

bid as package
bid as package
bid as package
bid as package

REIMBURSABLE OUT-OF-POCKET EXPENSES

Photocopies	Billed at actual cost.
Binding Supplies	Billed at actual cost
Supplies:	Special supplies required for a specific project billed at actual cost
Postage	Billed at actual cost
Delivery Services:	Billed at actual cost
Mileage:	Billed at maximum rate per mile allowed by IRS regulations
GIS Mapping:	\$150.00 per hour, plus actual costs for printing, paper, ink and special mounting.

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

6. Receive update and recommendations regarding Capital Improvements Program:
 - a. Receive Presentation regarding Main Street Master Plan.
 - b. Discussion regarding intersection of W. Main and S. 16th Street.
 - c. Receive updates and recommendations from Gauge Engineering.
 - i. Feasibility Study.
 1. Inclusion of park land.
 - ii. Lakes at Fairmont Green Detention.
 1. Consider Task Order for survey services.
 - iii. M. Street Improvements:
 1. Consider Pay Application No. 6, M Street Improvements, from Carter Construction LLC.

PROGRESS REPORT

AUGUST 2024

LA PORTE REDEVELOPMENT AUTHORITY/TIRZ 1



TASK ORDER #4: LA PORTE REDEVELOPMENT AUTHORITY/TIRZ #1 FEASIBILITY STUDY

Activities This Period:

- Presented preliminary findings and recommendations to La Porte Redevelopment Authority.
- Continued report text.
- Continued roadway schematic.
- Next steps:
 - Discuss the Authority's feedback on presentation and incorporate them.
 - Advance draft report towards completion
 - Continue schematics

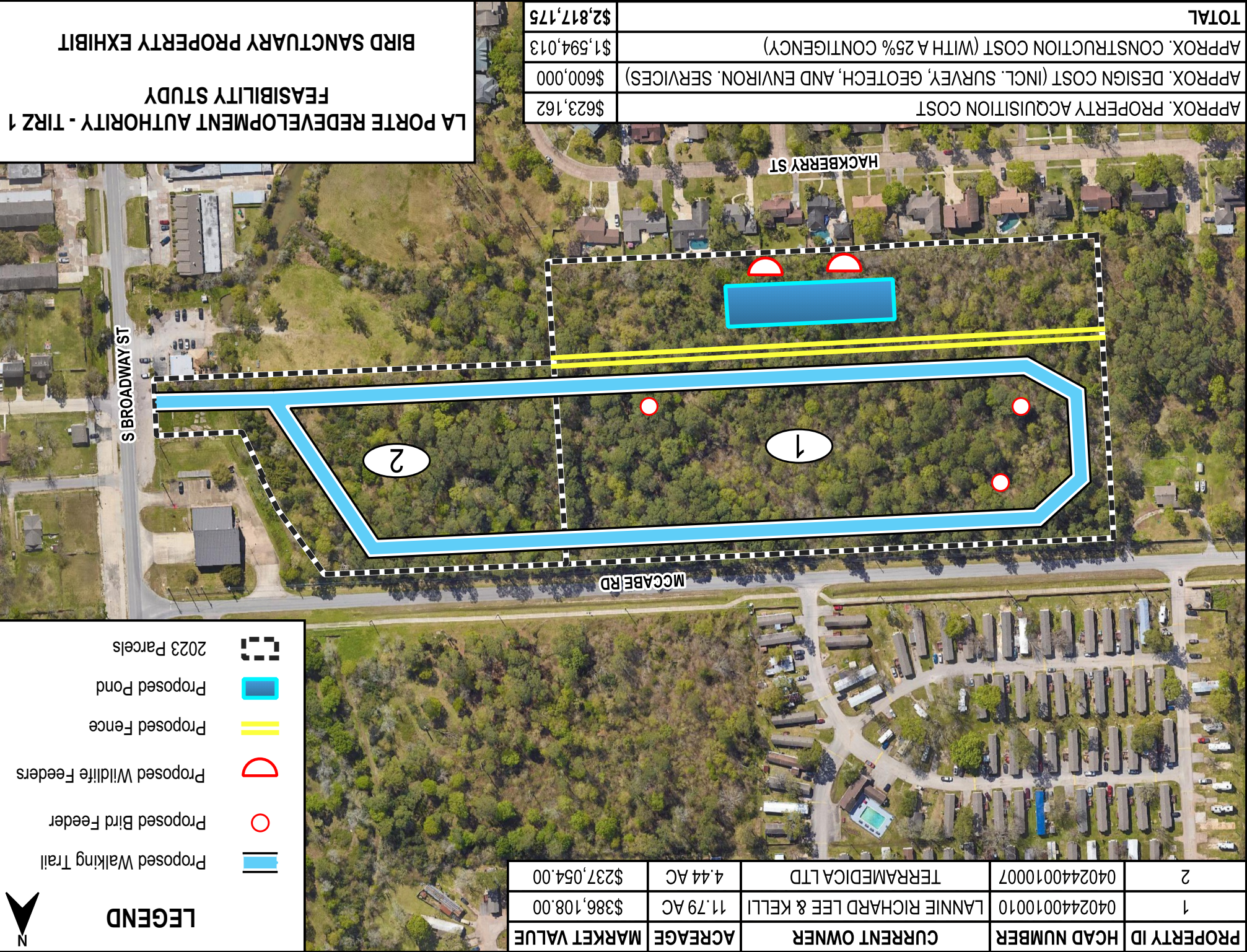
Bird Sanctuary Property (Taylor's Bayou Conservancy)

- See attached exhibit.
- Benefits:
 - Remove the threat of losing wildlife habitat
 - Protect local air quality
 - Protect open and green space
 - Promote flood mitigation
 - Protect wildlife corridor
 - Promote conservation education

TASK ORDER #5: LAKES AT FAIRMONT GREENS DETENTION BASIN EVALUATION

Activities This Period:

- Requested and received survey proposal.



TASK ORDER NO. 5A



September 5, 2024

Mr. David Janda, Chairman
Co. Mr. David Hawes, Administrator
La Porte Redevelopment Authority/TIRZ #1
9600 Long Point Road, Suite 200
Houston TX 77035

Re: Lakes at Fairmont Greens Detention Basin Evaluation – Proposal for Additional Survey Services

Dear Mr. Janda,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for providing additional survey services for the Lakes at Fairmont Greens Detention Basin. The scope will cover the following:

- Topographic Survey
- Subconsultant Management and QA/QC (15% of Survey Cost)

We propose to perform this work for a Lump Sum amount of **\$20,136.00**. A detailed breakdown of the scope items and fee can be found under Exhibit "A" respectively.

Please feel free to contact me at (713) 254-5946 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to be "MA", with a long horizontal stroke extending to the right.

Muhammad Ali, P.E.
Principal

Accepted For
La Porte Redevelopment Authority/TIRZ #1

Signature

Date 9-12-2024

David Janda, Chair
Print

Attachments: Exhibit A – Survey – Kuo & Associates



EXHIBIT A

10300 Westoffice Drive, Ste. 800
Houston, TX 77042
Phone: (713) 975-8769
Fax: (713) 975-0920
Engineering Firm Reg. No. F-4578
Surveying Firm Reg. No. 10075600
www.kuoassociates.com

September 3, 2024

Ian Hudson, PE, CFM
Project Manager
Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

RE: Lakes at Fairmont Greens Detention Basin
Topographic Surveying Services

Dear Mr. Hudson,

Kuo & Associates, LLC is pleased to submit this proposal to perform topographic surveying services for the above referenced project.

SCOPE OF WORK

Topographic Survey:

Survey shall conform to all requirements of Category 6, Condition 1 survey of TSPS Manual, as applicable. In general, the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88.
2. The nearby TSARP monument will be tied to the survey as benchmark.
3. Survey cross sections across the detention pond at intervals not to exceed 100 feet.
4. Cross section will include elevation/location at high bank, toe, pond bottom, water surface elevation, ROW line, etc.
5. All planimetric features will be surveyed within the existing detention pond.
6. All visible existing utilities (i.e. manholes, culverts, power poles, etc.) will be located and pipe size and flow line measure downs in the manholes and inlets (that can be opened) will be obtained.
7. Delineate estimated property lines/ROW lines based on available record information and found property corners.
8. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
9. Plan view drawings will be prepared containing all topographic information and visible utility features in AutoCAD and/or MicroStation format.
10. DTM and Geopak TIN files will be prepared for delineation of ground contours.

To our understanding, your office will coordinate with HOA for access to the site.

Deliverables will include the following:

- Signed and sealed drawing of topographic survey of detention basin area (11x17 size, 1" = 100 scale)
- AutoCAD/MicroStation drawings for the same
- DTM/TIN model
- Survey data ASCII file

To our understanding the following and any other items not mentioned above are **excluded** from the scope of this proposal

- Any boundary category survey
- Any QL-A, B and D SUE works
- Surveying QL-A & QL-B SUE marks by others (if any)
- Surveying drilled boreholes by others (if any)
- Locating trees by survey within wooded/semi-wooded area

Page No. 2

- Any Tree survey for canopy, condition assessment, etc.
- Any profile work.
- Any survey control map.
- Obtaining Right of Entry to enter the property.

FEE & SCHEDULE

We estimate a lump sum fee of **\$17,510.00** for topographic surveying. Details on the level of efforts are shown in the attached table.

We estimate 3 to 4 weeks to complete the work upon authorization to proceed.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



Kutubul A. M. Mainuddin, PE, RPLS

Accepted by:

Name:

Title:

Firm:

Level of Efforts- Topographic Survey							
ITEM	Principal \$220.00	RPLS \$150.00	SIT \$110.00	CADD \$95.00	Crew \$160.00	Crew with boat \$190.00	Cost
Tie to Benchmark			0.5		1		\$215.00
Setting Survey Control			0.5		4		\$695.00
GPS Horizontal controls			1		2		\$430.00
Level for vertical controls		1	1		4		\$900.00
Topographic survey outside water					16		\$2,560.00
Cross Section Survey at 100 ft interval		1	2		16	16	\$5,970.00
Estimated ROW delineation		1	2		4		\$1,010.00
DTM/Contour			12	4			\$1,700.00
Topo and utility plan			2	16			\$1,740.00
OC/QA		2	1	4	8		\$2,070.00
Project Management	1						\$220.00
Total Cost							\$17,510.00



Legend

Limits of Survey

Google Earth



800 ft

PROGRESS REPORT— AUGUST 2024

M STREET IMPROVEMENT PROJECT

Project No. 75-19



La Porte Redevelopment Authority
(TIRZ #1)

PROJECT LOCATION

The project is located along M Street between South 16th and North Highway 146 in La Porte Texas.

- The planned roadway improvements are in Harris County within the La Porte city limits.

FUNDING

- La Porte Redevelopment Authority (TIRZ #1)

PROJECT BACKGROUND

Gauge Engineering was contracted by the La Porte Redevelopment Authority (TIRZ #1) to prepare the design documents and manage construction & inspection for the M Street Improvement Project.

PROJECT OBJECTIVES

La Porte Redevelopment Authority (TIRZ #1) is committed to constructing a local roadway and utility improvements within undeveloped right-of-way. These roadway improvements will provide connectivity to 16th Street & Highway 146 and greater ingress/egress for future development along M Street.



PROJECT STATUS

- **Drainage:**
 - Pumped down detention basin to install outfall.
 - Installed 48" outfall, rip-rap, and timber bent.
- **Traffic Control:**
 - Maintained traffic control devices.
- **SW3P:**
 - Inspection and maintenance.
- **Site Prep & Earthwork:**
 - Excavated roadway extents and removed excess material from site.
 - Removed 228 SY of concrete pavement.
- **Subgrade and Paving:**
 - Mixed and distributed 122 TONS of lime slurry within existing clay soil.
 - Manipulated and compacted lime stabilized subgrade.

NEXT STEPS

- **Site Preparation and Earthwork:**
 - Continue removing existing pavement and curb as necessary.
- **Subgrade and Paving:**
 - Continue manipulating and compacting lime stabilized subgrade.
 - Install concrete forms and pour concrete.
- **Traffic Control:**
 - Maintain TCP.
- **Signing and Striping:**
 - No work planned.
- **Drainage:**
 - Install stage II components for inlets and manholes to grade.
- **Water and Sanitary Sewer:**
 - No work planned.
- **SW3P:**
 - Maintain SW3P.

PROGRESS REPORT— AUGUST 2024

M STREET IMPROVEMENT PROJECT

Project No. 75-19



La Porte Redevelopment Authority
(TIRZ #1)

CONSTRUCTION TIME

- Original Contract Time: 240 Days
- Notice to Proceed Date: March 18, 2024

CONTACT INFORMATION

Construction Manager:

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079



Contractor:

Carter Construction, 7615 FM 3180,
Baytown, TX 77523

PAYMENT ESTIMATES

Original Contract Amount	\$2,491,925.00
Change Order Amount to Date	-
Current Contract Amount	\$2,491,925.00
Previous Payments	\$1,500,106.32
Current Payment(s) Due	\$100,804.37
Contract Completion Date	11/13/2024
Balance Remaining with Retainage	\$713,135.35

PROGRESS PHOTOS



48" Outfall Installation



Roadway Excavation



Applying Lime Slurry



Lime Stabilized Subgrade Mixing and Manipulation



September 5, 2024

Mr. David Janda, Chairman
Co. Mr. David Hawes, Administrator
La Porte Redevelopment Authority (TIRZ #1)
9600 Long Point Road, Suite 200
Houston, Texas 77035

Reference: M Street Improvement Project
Proj. No. 75-19
Carter Construction, LLC. Payment No. 06

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 06 in the amount of \$100,804.37 for construction services rendered through August 31, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$100,804.37 to Carter Construction.

The following billing information is to be used for payment:

Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

If you have any questions or require additional information, please feel free to contact me at (832) 318-8800.

Sincerely,

A handwritten signature in blue ink, appearing to be "MA", with a long horizontal stroke extending to the right.

Muhammad Ali, P.E.
Principal

Enclosures: Carter Construction Pay Est. No. 06

Estimate No. 6
Cut off Date 08/31/24
Estimate Date 09/05/24

City of La Porte / La Porte Redevelopment Authority (TIRZ #1)
Estimate and Certificate for Payment Unit Price Work



Project Name : M Street Improvement Project
Contractor Name : Carter Construction, LLC
Address : 7615 FM 3180, Baytown, TX 77523

Proj No. 75-19

Contract Date : 1/25/2024
Start Date : 3/18/2024
Current Contract Completion Date : 11/13/2024

Percentage By Time : 69.17% In Place : 71.38%
Date Insurance Exp. : 1/24/2025 Drug Policy Due Date: N/A

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 240
Approved Extensions : 0
Total Contract Time : 240
Days Used to Date : 166
Days Remaining to Date : 74
Schedule Update Received :

CONTRACT AMOUNT TO DATE :

- 1- Original Contract Amount
2- Approved Change Orders

\$2,491,925.00

No.	Date	Ext.Days	Amount

Total Approved Extensions

0

Total Change Orders to Date

\$0.00

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date

\$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$2,491,925.00

A. EARNINGS TO DATE

1- Work Completed to Date 71.38% Complete
2- Material Stored on Site \$0.00
3- Material Stored in Place \$0.00
4- Balance-Materials Accepted Not in Place \$0.00 @ 85%
5- Work Change Directives - In Place \$0.00

Current Month Billing \$112,004.85

\$1,778,789.65

TOTAL EARNINGS TO DATE \$1,778,789.65

B. DEDUCTIONS

1- Retainage 10% Of \$1,778,789.65 \$177,878.97
2- Retainage Release 0% Of \$1,778,789.65 \$0.00
3- Total Retainage \$177,878.97
4- Liquidated Damages 0.00 Days @ \$0.00
5- Assessments \$0.00
6- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$177,878.97

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date \$1,778,789.65
2- Total Deductions \$177,878.97
3- Total Payments Due \$1,600,910.69
4- Less Previous Payments \$1,500,106.32
5- Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$100,804.37

BALANCE REMAINING \$713,135.35

Prepared By  9/5/2024
Taylor Risien, P.E. Date

Reviewed By  9/5/2024
Muhammad Ali, P.E. Date

Approved By: 9/12/2024
La Porte Redevelopment Authority Date

ESTIMATE No. Six

Job No. 2323

Date: 9/5/2024

Sheet: of

Project Name:	<u>M Street Improvement Project</u>	Owner:	<u>La Porte Redevelopment Authority</u>
Contract Awarded:	<u>11/16/2023</u>	Total Contract Amount:	<u>\$2,491,925.00</u>
Covering Period:	<u>7/27/2024</u>	Through	<u>8/31/2024</u>
Contractor:	<u>Carter Construction, LLC</u>	Total Done To Date:	<u>\$1,778,789.65</u>
Amount Retained:	<u>\$177,878.97</u>	Previous Payment:	<u>\$1,500,106.32</u>
Total Deduction:	<u>\$1,677,985.29</u>	Total Due for Payment:	<u>\$100,804.37</u>

To the best of my knowledge, I certify that all items, quantities, and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, all changes authorized thereto; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE FOR PAYMENT" has been received.

I further certify that all previous payments for labor, material, and expendable equipment employed in the performance of said contract have been applied to discharge my obligations in connection with the work covered by prior applications for payment.

Date: September 5, 2024

By:

Paul Fowler, Project Manager

STATE OF TEXAS §

COUNTY OF CHAMBERS COUNTY §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared

Paul Fowler known to me (or proved to me on the oath of) to be the

person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 2024



(Notary Seal)

Notary Public in and for the State of Texas

My Commission Expires: 6-19-26

CONTRACTOR'S RELEASE OF LIENS, LEIN WAIVER, AND AFFIDAVIT

Reference is hereby made to that certain Agreement between La Porte Redevelopment Authority (hereinafter called "Owner") and Carter Construction, LLC (hereinafter called "Contractor"), dated January 25, 2024, on the project known as: M Street Improvement Project being erected upon the real property described in Exhibit A attached hereto and made a part hereof. Reference is also made to those certain invoices of the Contractor to Owner set forth in Exhibit B attached hereto and made a part hereof.

The Contractor does hereby represent and warrant, subject to contractual retainage not yet due, if any:

A That all bills for materials and all labor and services furnished by or through it on said project from the commencement of the work thereon to the date hereof have been or will be fully paid and discharged by it out of the proceeds received or to be received pursuant to the Owner's draw request of even date herewith, save and except those listed below, if any; and,

B That the receipted material bills and the certified payrolls attached to this lien waiver have been fully paid and discharged by the Contractor and represent work, materials, and labor actually furnished on said project and constitute all of the work, materials, and labor furnished by or through the Contractor on said project as of the date hereof.

C The schedule of account for the Contractor is as follows:

Total Contract Amount	\$2,491,925.00
Total Completed to Date	\$1,778,789.65
Less Agreed Retainage	\$177,878.97
Total Earned Less Retainage	\$1,600,910.69
Less Previous Payment Received	\$1,500,106.32
Amount Paid Incident to this Lien Waiver	\$100,804.37

Upon the receipt by the Contractor of the Owner's remittance for the amount of said invoice and the final clearance and payment of said remittance, the Contractor.

1. Agrees to and does hereby waive and release said property, project, Owner, and all bond or payment sureties and guarantors of said Owner, if any, from, and does hereby agree to protect, indemnify, defend, and hold harmless said property, project, Owner, lenders, sureties, and guarantors against,
 - a. Any and all liens, statutory, constitutional, or otherwise, and,
 - b. Any and all obligations under any bond or guaranty for payment, if any, furnished by said Owner, whether pursuant to agreement or requirement of law. and,
 - c. Any and all other claims whatsoever, statutory, constitutional or otherwise, for any and all work, labor, and materials furnished by or through the Contractor.

The remittance of said Owner, identified as payment of said invoices and endorsed by the Contractor and marked "paid" or "canceled" by the bank against which said remittance was drawn, shall constitute

conclusive proof that said invoice was paid and that payment thereof was received by the Contractor, and thereupon, this lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Contractor.

The undersigned representative of the Contractor does hereby certify under oath that the warranties and representations herein contained are true and correct and that he or she is fully authorized and empowered to execute this instrument for and on behalf of the Contractor and to bind the Contractor hereto.

Dated this 5th day of September, 2024.

By: _____



Name: Paul Fowler

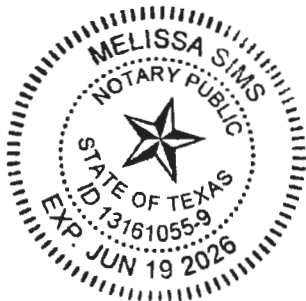
Title: Project Manager

STATE OF TEXAS §

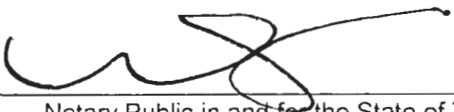
COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority,
by Paul Fowler, Project Manager of Carter Construction, LLC, known to
me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 2024



(Notary Seal)



Notary Public in and for the State of Texas
Melissa Sims

Printed or Stamped Name of Notary

My Commission Expires: 6-19-26



APPLICATION FOR PAYMENT

Owner: City of La Porte / La Porte Redevelopment Authority
 604 W Fairmont Parkway
 La Porte, TX 77571
Attn: Gauge Engineering, Taylor Risien, P.E.

Date: September 5, 2024

Estimate No.: 6

Estimate Period: begin 07/27/24 end 08/31/24

Contractor: Carter Construction, LLC
 7615 FM 3180
 Baytown, TX 77523

Carter Constr. Job No.: 2323

CONTRACT FOR: M Street Improvement Project

PAYMENTS

1	Mar	\$	73,539.00
2	Apr	\$	764,265.87
3	May	\$	451,604.25
4	Jun	\$	202,554.00
5	Jul	\$	8,143.20
6	Aug		
7	Sep		
8	Oct		

Work Completed



■ Work Completed
 ■ Work Balance Remaining

Time Used



■ Days Used ■ Days Remaining

Original Contract Amount: \$ 2,491,925.00
Change Orders: \$ -
Current Contract Amount: \$ 2,491,925.00

TOTAL WORK COMPLETE: 71.4% \$ 1,778,789.65

COMPLETED CHANGE ORDER TOTAL: \$ -

BILLED INVENTORY: \$ -

TOTAL WORK COMPLETED INCL. CHANGE ORDERS: \$ 1,778,789.65

RETAINAGE (10%): \$ (177,878.97)

SUBTOTAL LESS RETAINAGE: \$ 1,600,910.69

LESS PREVIOUS ESTIMATES: \$ 1,500,106.32

TOTAL AMOUNT DUE FOR PAYMENT: \$ 100,804.37

← \$ 1,500,106.32

Contractor: Carter Construction, LLC

Engineer: Gauge Engineering

SIGNED: 

Paul Fowler, Project Manager

SIGNED: 

Taylor Risien, P.E.

DATE: September 4, 2024

DATE: 9-5-2024

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: **6**

ESTIMATE PERIOD: 7/27/24 - 8/31/24

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	SITE PREPARATION AND EARTHWORK ITEMS:											
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.00%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00		\$0.00	12.00	\$300.00	12.00	\$300.00	92.31%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00	228.00	\$3,420.00	150.00	\$2,250.00	378.00	\$5,670.00	74.70%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50		\$0.00	160.00	\$400.00	160.00	\$400.00	59.04%
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00	2963.00	\$26,667.00		\$0.00	2963.00	\$26,667.00	96.51%
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00		\$0.00	1.00	\$600.00	1.00	\$600.00	100.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00		\$0.00	58.00	\$870.00	58.00	\$870.00	362.50%
	SUBGRADE AND PAVING ITEMS:											
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00	1448.33	\$7,241.65		\$0.00	1448.33	\$7,241.65	24.14%
11	Lime Slurry (8% by Dry Weight)	125.00	TON	\$305.00	\$38,125.00	122.04	\$37,222.20		\$0.00	122.04	\$37,222.20	97.63%
12	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00	SY	\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
13	Reinforced Concrete Pavement (Road), 6" Thick	5,144.00	SY	\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
14	Bank Run Sand, 2" Thick	32.00	CY	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
15	Reinforced Concrete Retaining Wall	61.00	CY	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
16	Cement Stabilized Sand, Complete in Place 6" Thick	87.00	SY	\$32.00	\$2,784.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
17	Reinforced Concrete Curbs, 6"	3,200.00	LF	\$4.50	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
18	Reinforced Concrete Curbs, 6" (Dowled)	75.00	LF	\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
19	Reinforced Concrete Sidewalk, 4" Thick	1,694.00	SY	\$71.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
20	Concrete ADA Ramp Type 7	6.00	EA	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	TRAFFIC CONTROL ITEMS:											
21	Traffic Control and Regulation	8.00	MO	\$500.00	\$4,000.00	1.00	\$500.00	4.50	\$2,250.00	5.50	\$2,750.00	68.75%
	SIGNING AND STRIPING ITEMS:											
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	EA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	Reflectorized Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2,942.00	LF	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
24	Reflectorized Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00	LF	\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
25	Reflectorized Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	LF	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
26	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00	EA	\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	DRAINAGE ITEMS:											
27	Trench Safety System 5-10'	1,461.00	LF	\$3.50	\$5,113.50		\$0.00	1768.00	\$6,188.00	1768.00	\$6,188.00	121.01%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00		\$0.00	8.00	\$960.00	8.00	\$960.00	100.00%

29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00		\$0.00	55.00	\$7,425.00	55.00	\$7,425.00	91.67%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00		\$0.00	410.00	\$55,350.00	410.00	\$55,350.00	99.51%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00		\$0.00	30.00	\$5,100.00	30.00	\$5,100.00	100.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00		\$0.00	2.00	\$7,400.00	2.00	\$7,400.00	100.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00		\$0.00	3.00	\$10,800.00	3.00	\$10,800.00	100.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00		\$0.00	2.00	\$12,200.00	2.00	\$12,200.00	100.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00		\$0.00	2.50	\$13,500.00	2.50	\$13,500.00	50.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00		\$0.00	1.50	\$6,300.00	1.50	\$6,300.00	50.00%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00		\$0.00	2.00	\$6,000.00	2.00	\$6,000.00	100.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.00%
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.00%
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.00%
	WATER AND SANITARY SEWER ITEMS:											
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00		\$0.00	1241.00	\$2,482.00	1241.00	\$2,482.00	99.92%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00	1.00	\$6,500.00	1.00	\$6,500.00	100.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00		\$0.00	5.00	\$34,000.00	5.00	\$34,000.00	100.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00		\$0.00	35.00	\$840.00	35.00	\$840.00	102.94%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00		\$0.00	1190.00	\$145,180.00	1190.00	\$145,180.00	100.00%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00		\$0.00	3.00	\$7,800.00	3.00	\$7,800.00	150.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00	2.00	\$1,200.00	2.00	\$1,200.00	100.00%
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00		\$0.00	403.00	\$38,688.00	403.00	\$38,688.00	101.77%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00		\$0.00	46.00	\$3,128.00	46.00	\$3,128.00	100.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00	1.00	\$600.00	1.00	\$600.00	50.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00		\$0.00	3.00	\$28,500.00	3.00	\$28,500.00	100.00%
	STORMWATER POLLUTION PREVENTION PLAN ITEMS:											
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.00%
63	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	99.00	LF	\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.40%
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.00%
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	MO	\$2,000.00	\$16,000.00	1.00	\$2,000.00	4.50	\$9,000.00	5.50	\$11,000.00	68.75%
EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):												
69	Borrow (Min. Bid \$10/CY)	400.00	CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00	LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00	HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
CASH ALLOWANCE:												
72	Cash Allowance (see additional work items summary page)	1.00	LS	\$100,000.00	\$100,000.00	0.34954	\$34,954.00	0.23200	\$23,200.00	0.58154	\$58,154.00	58.15%
TOTALS												
					\$2,491,925.00		\$112,004.85		\$1,666,784.80		\$1,778,789.65	71.38%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

SIGNED:



Paul Fowler, Project Manager

DATE:

9-4-2024

ENGINEER: Gauge Engineering

SIGNED:


Taylor Risien, P.E.

DATE:

9-5-2024

Additional Work Items Summary (Field Changes)

M Street Improvement Project

ESTIMATE NO.: **6**

ESTIMATE PERIOD: 7/27/24 - 8/31/24

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	Cash Allowance Items - See bid item 72											
	Waterline Offset (RFI 2323-02)											
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$ 400.00	\$ 400.00		\$ -		\$ -	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$ 1,000.00		\$ -	20.00	\$ 1,000.00	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.00	\$ -	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$ 200.00	\$ 7,000.00		\$ -	33.00	\$ 6,600.00	33.00	\$ 6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)											
78	Adjust Existing Storm Manhole	1.00	EA	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$ 300.00	\$ 14,400.00		\$ -	48.00	\$ 14,400.00	48.00	\$ 14,400.00	100.00%
	Replece Existing 48" Outfall "B" Pipe (RFI 2323-05)											
80	6" Pump	6.00	DAY	\$ 800.00	\$ 4,800.00	4.38	\$ 3,504.00		\$ -	4.38	\$ 3,504.00	73.00%
81	48" HDPE	60.00	LF	\$ 275.00	\$ 16,500.00	60.00	\$ 16,500.00		\$ -	60.00	\$ 16,500.00	100.00%
82	Rip-Rap	50.00	SY	\$ 125.00	\$ 6,250.00	42.00	\$ 5,250.00		\$ -	42.00	\$ 5,250.00	84.00%
83	48" Timber Bent	1.00	EA	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00	100.00%
84	Sodding (Pond Slope)	200.00	SY	\$ 5.00	\$ 1,000.00		\$ -		\$ -		\$ -	0.00%
	Offsed 12" Water Line Over 48" HDPE (RFI-2323-06)											
85	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$ 1,000.00	20.00	\$ 1,000.00		\$ -	20.00	\$ 1,000.00	100.00%
86	Install 12" DR14 C900 WL (includes bedding, backfill, and all fittings)	35.00	LF	\$ 200.00	\$ 7,000.00	26.00	\$ 5,200.00		\$ -	26.00	\$ 5,200.00	74.29%
TOTALS					\$65,550.00		\$34,954.00		\$23,200.00		\$58,154.00	88.72%

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

7. Receive Bookkeeper's Report and consider approval or other action regarding authority invoices.

La Porte Redevelopment Authority
Statement of Revenue & Expenditures - Actual vs. Budget
August 2024

	<u>Aug 24</u>	<u>Budget</u>	<u>Oct - Aug 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income					
4000 · Tax Increments - County	90,632.00	90,632.00	996,944.00	996,944.00	1,087,576.00
4010 · Tax Increments - City	203,740.00	203,740.00	2,241,131.00	2,241,131.00	2,444,871.00
4020 · Tax Increments - ISD	405,450.00	405,450.00	4,459,950.00	4,459,950.00	4,865,399.00
4100 · Interest Income	97,761.22	834.00	971,614.02	9,166.00	10,000.00
Total Income	<u>797,583.22</u>	<u>700,656.00</u>	<u>8,669,639.02</u>	<u>7,707,191.00</u>	<u>8,407,846.00</u>
Expenses					
TIRZ M&O Expenses					
6010 · Administration & Project Mgmt	2,000.00	2,000.00	24,000.00	22,000.00	24,000.00
6015 · Legal	9,978.76	1,166.00	31,510.13	12,834.00	14,000.00
6020 · Agreed Upon Procedures Report	0.00	916.00	0.00	10,084.00	11,000.00
6025 · Annual Audit	0.00	959.00	11,200.00	10,541.00	11,500.00
6040 · Operating Expenses	441.55	250.00	2,010.97	2,750.00	3,000.00
6045 · Bank Fees	217.00	184.00	1,771.60	2,016.00	2,200.00
6050 · Planning Services	0.00	1,250.00	0.00	13,750.00	15,000.00
Total TIRZ M&O Expenses	<u>12,637.31</u>	<u>6,725.00</u>	<u>70,492.70</u>	<u>73,975.00</u>	<u>80,700.00</u>
Transfers					
6101 · City Administration	10,187.00	10,187.00	112,057.00	112,057.00	122,244.00
6110 · Educational Facilities	127,944.00	127,944.00	1,407,377.00	1,407,377.00	1,535,321.00
Total Transfers	<u>138,131.00</u>	<u>138,131.00</u>	<u>1,519,434.00</u>	<u>1,519,434.00</u>	<u>1,657,565.00</u>
Capital Improvement Projects					
6131 · M Street Improvement Project	365,244.39	250,000.00	2,277,611.92	2,750,000.00	3,000,000.00
6132 · Feasibility Study	9,443.29	0.00	55,228.85	0.00	0.00
6133 · Lakes at Fairmont Greens	2,984.00	0.00	10,106.80	0.00	0.00
TIRZ Developer Reimbursements					
6152 · Beazer Homes Texas LP	0.00	0.00	137,836.74	132,928.00	132,928.00
6153 · Senior Associates	0.00	0.00	11,773.23	10,075.00	10,075.00
6154 · Jabez-LB1 LLC	0.00	0.00	271,923.94	178,706.00	178,706.00
6155 · Hawthorne at La Porte	0.00	0.00	758,778.49	594,289.00	594,289.00
6161 · 92 Fairmont Lakes, Inc.	0.00	0.00	320,786.17	314,980.00	314,980.00
Total TIRZ Developer Reimbursements	<u>0.00</u>	<u>0.00</u>	<u>1,501,098.57</u>	<u>1,230,978.00</u>	<u>1,230,978.00</u>
Total Capital Improvement Projects	<u>377,671.68</u>	<u>250,000.00</u>	<u>3,844,046.14</u>	<u>3,980,978.00</u>	<u>4,230,978.00</u>
Total Expenses	<u>528,439.99</u>	<u>394,856.00</u>	<u>5,433,972.84</u>	<u>5,574,387.00</u>	<u>5,969,243.00</u>
Net Income	<u><u>269,143.23</u></u>	<u><u>305,800.00</u></u>	<u><u>3,235,666.18</u></u>	<u><u>2,132,804.00</u></u>	<u><u>2,438,603.00</u></u>

La Porte Redevelopment Authority

Bank Registers

As of September 12, 2024

Type	Date	Num	Name	Memo	Amount	Balance
1001 · Amegy Bank Operating						25,477,348.17
Bill Pmt -Check	08/09/2024	1028	J. Morales, Inc.		-210,000.00	25,267,348.17
Deposit	08/31/2024	DEP	Amegy Bank	August Interest	97,761.22	25,365,109.39
Check	08/31/2024	Debit	Amegy Bank	July Acct Analysis Fee	-217.00	25,364,892.39
Bill Pmt -Check	09/12/2024	1029	Blank Rome LLP	Client ID#166495	-9,978.76	25,354,913.63
Bill Pmt -Check	09/12/2024	1030	Carter Construction, LLC	Job #2323 - Payment Application #6	-100,804.37	25,254,109.26
Bill Pmt -Check	09/12/2024	1031	City of La Porte	TIRZ - 5% Admin Fee	-125,564.23	25,128,545.03
Bill Pmt -Check	09/12/2024	1032	Gauge Engineering		-55,666.83	25,072,878.20
Bill Pmt -Check	09/12/2024	1033	Hawes Hill & Associates LLP	August 2024 Prof Consulting & Admin Fee	-2,441.55	25,070,436.65
Total 1001 · Amegy Bank Operating					-406,911.52	25,070,436.65
TOTAL					-406,911.52	25,070,436.65

La Porte Redevelopment Authority
Contract Status Report
As of September 12, 2024

Invoice		Amount	Contract
<u>Date</u>	<u>Invoice #</u>	<u>Invoiced</u>	<u>Balance</u>
J. Morales Inc.			
M Street Improvement Project - Engineering Services			
2/20/2020	19704, 19772	42,000.00	
4/20/2020	19820, 19853	24,000.00	
12/14/2020	20053	12,000.00	
5/11/2021	20212, 20264	8,400.00	
9/10/2021	20431	1,096.00	
7/6/2022	20934	2,400.00	
		89,896.00	
Gauge Engineering, LLC			
M Street Improvement Project - Task Order No. 1			
Miscellaneous Tasks & Bid Phase			
Original Contract Amount			15,450.00
9/29/2022	2027	(2,855.00)	12,595.00
		(2,855.00)	12,595.00
Gauge Engineering, LLC			
M Street Improvement Project - Task Order No. 2			
Design and Bid Phase Services			
Original Contract Amount			217,660.50
12/7/2022	2068	(7,908.20)	209,752.30
1/30/2023	2181	(39,981.24)	169,771.06
6/16/2023	2340, 2402, 2438	(90,711.96)	79,059.10
9/18/2023	2494, 2557, 2604	(45,841.33)	33,217.77
11/14/2023	2677	(15,273.54)	17,944.23
10/31/2023	2772	(18,044.23)	(100.00)
		(217,760.50)	(100.00)
Gauge Engineering, LLC			
M Street Improvement Project - Task Order No. 3			
Construction Phase, Materials Testing and Management & Inspection Services			
Original Contract Amount			398,725.00
12/15/2023	2843	(12,000.00)	386,725.00
2/16/2024	2961	(1,289.20)	385,435.80
4/2/2024	3078	(21,247.58)	364,188.22

La Porte Redevelopment Authority
Contract Status Report
As of September 12, 2024

Invoice		Amount	Contract
<u>Date</u>	<u>Invoice #</u>	<u>Invoiced</u>	<u>Balance</u>
5/1/2024	3158	(31,894.61)	332,293.61
6/5/2024	3260	(34,554.58)	297,739.03
7/2/2024	3332	(45,417.13)	252,321.90
7/31/2024	3397	(65,861.86)	186,460.04
8/31/2024	3478	(43,239.54)	143,220.50
		<hr/>	<hr/>
		(255,504.50)	143,220.50

Gauge Engineering, LLC
M Street Improvement Project - Task Order No. 4
Feasibility Study

Original Contract Amount			159,790.00
5/1/2024	3159	(1,147.25)	158,642.75
6/5/2024	3261	(17,066.75)	141,576.00
7/2/2024	3331	(15,035.63)	126,540.37
7/31/2024	3398	(12,535.93)	114,004.44
8/31/2024	3479	(9,443.29)	104,561.15
		<hr/>	<hr/>
		(55,228.85)	104,561.15

Gauge Engineering, LLC
M Street Improvement Project - Task Order No. 5
Lakes at Fairmont Green Detention Basin Evaluation

Original Contract Amount			11,400.00
7/2/2024	3330	(1,930.80)	9,469.20
7/31/2024	3399	(5,192.00)	4,277.20
8/31/2024	3480	(2,984.00)	1,293.20
		<hr/>	<hr/>
		(10,106.80)	1,293.20

Carter Construction
M Street Improvement Project - Construction Services

Original Contract Amount			2,491,925.00
3/31/2024	Pay App #1	(81,710.00)	2,410,215.00
4/30/2024	Pay App #2	(849,184.30)	1,561,030.70
5/31/2024	Pay App #3	(501,782.50)	1,059,248.20
6/30/2024	Pay App #4	(225,060.00)	834,188.20
7/31/2024	Pay App #5	(9,048.00)	825,140.20
8/31/2024	Pay App #6	(112,004.85)	713,135.35
		<hr/>	<hr/>
		(1,778,789.65)	713,135.35

Total Remaining Contract Balances	<hr/> <hr/>	974,705.20
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BLANKROME

717 TEXAS AVENUE
SUITE 1400
HOUSTON, TEXAS 77002
(713) 228-6601
FEDERAL TAX I.D. NO. 23-1311874

LA PORTE REDEVELOPMENT AUTHORITY

ATTN: DAVID HAWES
HAWES HILL & ASSOCIATES LLP
9600 LONG POINT ROAD
SUITE 200
HOUSTON, TX 77055

INVOICE DATE: AUGUST 07, 2024
CLIENT ID: 166495
MATTER NUMBER: 166495-00601 02752
INVOICE NUMBER: 2213643

**REGARDING: LA PORTE REDEVELOPMENT AUTHORITY
J. MORALES, INC.**

DATE	INVOICE	AMOUNT	CREDITS	BALANCE
07/05/2024	2206398	\$4,534.25	\$0.00	\$4,534.25
BALANCE FORWARD				\$4,534.25
FOR LEGAL SERVICES RENDERED THROUGH 7/31/24			\$9,955.00	
FOR DISBURSEMENTS ADVANCED THROUGH 7/31/24			\$23.76	
CURRENT INVOICE TOTAL				\$9,978.76
TOTAL AMOUNT DUE, INCLUDING BALANCE FORWARD				\$14,513.01

ACH/WIRE		Mail
Bank Name	Citizens Bank	Blank Rome LLP
Address:	Philadelphia, PA	Attn: Finance Department
Account Title:	Blank Rome LLP	One Logan Square
Account Number:	6238669326	130 North 18 th St
ABA Number:	036076150 (Domestic)	Philadelphia, PA 19103-6998
Swift Code	CTZIUS33 (International)	

To pay by Electronic Funds Transfer, visit www.BlankRome.com/Payments

PENNSYLVANIA NEW YORK NEW JERSEY DELAWARE WASHINGTON, DC FLORIDA CALIFORNIA OHIO TEXAS ILLINOIS SHANGHAI

Paid with Check #1029



September 5, 2024

Mr. David Janda, Chairman
Co. Mr. David Hawes, Administrator
La Porte Redevelopment Authority (TIRZ #1)
9600 Long Point Road, Suite 200
Houston, Texas 77035

Reference: M Street Improvement Project
Proj. No. 75-19
Carter Construction, LLC. Payment No. 06

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 06 in the amount of \$100,804.37 for construction services rendered through August 31, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$100,804.37 to Carter Construction.

The following billing information is to be used for payment:

Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

If you have any questions or require additional information, please feel free to contact me at (832) 318-8800.

Sincerely,

A handwritten signature in blue ink, appearing to be "MA", with a long horizontal stroke extending to the right.

Muhammad Ali, P.E.
Principal

Enclosures: Carter Construction Pay Est. No. 06

Estimate No. 6
Cut off Date 08/31/24
Estimate Date 09/05/24

City of La Porte / La Porte Redevelopment Authority (TIRZ #1)
Estimate and Certificate for Payment Unit Price Work



Project Name : M Street Improvement Project
Contractor Name : Carter Construction, LLC
Address : 7615 FM 3180, Baytown, TX 77523

Proj No. 75-19

Contract Date : 1/25/2024
Start Date : 3/18/2024
Current Contract Completion Date : 11/13/2024

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 240
Approved Extensions : 0
Total Contract Time : 240
Days Used to Date : 166
Days Remaining to Date : 74
Schedule Update Received :

Percentage By Time : 69.17% In Place : 71.38%
Date Insurance Exp. : 1/24/2025 Drug Policy Due Date: N/A

CONTRACT AMOUNT TO DATE :

- 1- Original Contract Amount
2- Approved Change Orders

\$2,491,925.00

No.	Date	Ext.Days	Amount

Total Approved Extensions

0

Total Change Orders to Date

\$0.00

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date

\$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$2,491,925.00

A. EARNINGS TO DATE

- 1- Work Completed to Date 71.38% Complete
2- Material Stored on Site \$0.00
3- Material Stored in Place \$0.00
4- Balance-Materials Accepted Not in Place \$0.00 @ 85%
5- Work Change Directives - In Place \$0.00

Current Month Billing

\$112,004.85

\$1,778,789.65

TOTAL EARNINGS TO DATE \$1,778,789.65

B. DEDUCTIONS

- 1- Retainage 10% Of \$1,778,789.65 \$177,878.97
2- Retainage Release 0% Of \$1,778,789.65 \$0.00
3- Total Retainage \$177,878.97
4- Liquidated Damages 0.00 Days @ \$0.00
5- Assessments \$0.00
6- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$177,878.97

C. AMOUNT DUE THIS PERIOD

- 1- Total Earnings to Date \$1,778,789.65
2- Total Deductions \$177,878.97
3- Total Payments Due \$1,600,910.69
4- Less Previous Payments \$1,500,106.32
5- Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$100,804.37

BALANCE REMAINING \$713,135.35

Prepared By Taylor Risen, P.E. 9/5/2024
Date

Reviewed By Muhammad Ali, P.E. 9/5/2024
Date

Approved By: 9/12/2024
La Porte Redevelopment Authority Date

Paid with Check #1030

ESTIMATE No. Six

Job No. 2323

Date: 9/5/2024

Sheet: of

Project Name:	<u>M Street Improvement Project</u>	Owner:	<u>La Porte Redevelopment Authority</u>
Contract Awarded:	<u>11/16/2023</u>	Total Contract Amount:	<u>\$2,491,925.00</u>
Covering Period:	<u>7/27/2024</u>	Through	<u>8/31/2024</u>
Contractor:	<u>Carter Construction, LLC</u>	Total Done To Date:	<u>\$1,778,789.65</u>
Amount Retained	<u>\$177,878.97</u>	Previous Payment:	<u>\$1,500,106.32</u>
Total Deduction:	<u>\$1,677,985.29</u>	Total Due for Payment:	<u>\$100,804.37</u>

To the best of my knowledge, I certify that all items, quantities, and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, all changes authorized thereto; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE FOR PAYMENT" has been received.

I further certify that all previous payments for labor, material, and expendable equipment employed in the performance of said contract have been applied to discharge my obligations in connection with the work covered by prior applications for payment.

Date: September 5, 2024

By:

Paul Fowler, Project Manager

STATE OF TEXAS §

COUNTY OF CHAMBERS COUNTY §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Paul Fowler known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 2024

(Notary Seal)



Notary Public in and for the State of Texas

My Commission Expires: 6-19-26

**CONTRACTOR'S RELEASE OF LIENS,
LEIN WAIVER, AND AFFIDAVIT**

Reference is hereby made to that certain Agreement between La Porte Redevelopment Authority (hereinafter called "Owner") and Carter Construction, LLC (hereinafter called "Contractor"), dated January 25, 2024, on the project known as: M Street Improvement Project being erected upon the real property described in Exhibit A attached hereto and made a part hereof. Reference is also made to those certain invoices of the Contractor to Owner set forth in Exhibit B attached hereto and made a part hereof.

The Contractor does hereby represent and warrant, subject to contractual retainage not yet due, if any:

A That all bills for materials and all labor and services furnished by or through it on said project from the commencement of the work thereon to the date hereof have been or will be fully paid and discharged by it out of the proceeds received or to be received pursuant to the Owner's draw request of even date herewith, save and except those listed below, if any; and,

B That the receipted material bills and the certified payrolls attached to this lien waiver have been fully paid and discharged by the Contractor and represent work, materials, and labor actually furnished on said project and constitute all of the work, materials, and labor furnished by or through the Contractor on said project as of the date hereof.

C The schedule of account for the Contractor is as follows:

Total Contract Amount	<u>\$ 2,491,925.00</u>
Total Completed to Date	<u>\$ 1,778,789.65</u>
Less Agreed Retainage	<u>\$ 177,878.97</u>
Total Earned Less Retainage	<u>\$ 1,600,910.69</u>
Less Previous Payment Received	<u>\$ 1,500,106.32</u>
Amount Paid Incident to this Lien Waiver	<u>\$ 100,804.37</u>

Upon the receipt by the Contractor of the Owner's remittance for the amount of said invoice and the final clearance and payment of said remittance, the Contractor.

1. Agrees to and does hereby waive and release said property, project, Owner, and all bond or payment sureties and guarantors of said Owner, if any, from, and does hereby agree to protect, indemnify, defend, and hold harmless said property, project, Owner, lenders, sureties, and guarantors against,
 - a. Any and all liens, statutory, constitutional, or otherwise, and,
 - b. Any and all obligations under any bond or guaranty for payment, if any, furnished by said Owner, whether pursuant to agreement or requirement of law, and,
 - c. Any and all other claims whatsoever, statutory, constitutional or otherwise, for any and all work, labor, and materials furnished by or through the Contractor.

The remittance of said Owner, identified as payment of said invoices and endorsed by the Contractor and marked "paid" or "canceled" by the bank against which said remittance was drawn, shall constitute

conclusive proof that said invoice was paid and that payment thereof was received by the Contractor, and thereupon, this lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Contractor.

The undersigned representative of the Contractor does hereby certify under oath that the warranties and representations herein contained are true and correct and that he or she is fully authorized and empowered to execute this instrument for and on behalf of the Contractor and to bind the Contractor hereto.

Dated this 5th day of September, 2024.

By: _____



Name: Paul Fowler

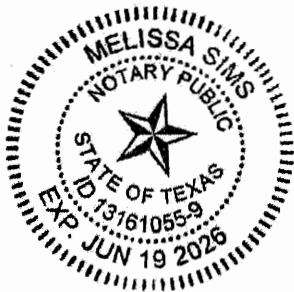
Title: Project Manager

STATE OF TEXAS §

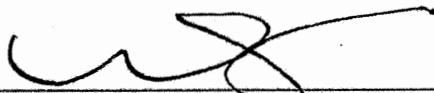
COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority,
by Paul Fowler, Project Manager of Carter Construction, LLC, known to
me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 2024



(Notary Seal)



Notary Public in and for the State of Texas
Melissa Sims

Printed or Stamped Name of Notary

My Commission Expires: 6-19-26



APPLICATION FOR PAYMENT

Owner: City of La Porte / La Porte Redevelopment Authority
604 W Fairmont Parkway
La Porte, TX 77571
Attn: Gauge Engineering, Taylor Risien, P.E.

Date: September 5, 2024

Estimate No.: 6

Estimate Period: begin 07/27/24 end 08/31/24

Contractor: Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

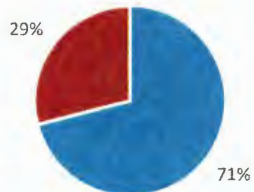
Carter Constr. Job No.: 2323

CONTRACT FOR: M Street Improvement Project

PAYMENTS

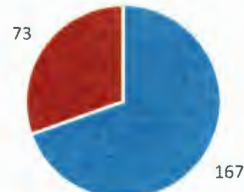
1	Mar	\$	73,539.00
2	Apr	\$	764,265.87
3	May	\$	451,604.25
4	Jun	\$	202,554.00
5	Jul	\$	8,143.20
6	Aug		
7	Sep		
8	Oct		

Work Completed



■ Work Completed
■ Work Balance Remaining

Time Used



■ Days Used ■ Days Remaining

Original Contract Amount: \$ 2,491,925.00

Change Orders: \$ -

Current Contract Amount: \$ 2,491,925.00

TOTAL WORK COMPLETE: 71.4% \$ 1,778,789.65

COMPLETED CHANGE ORDER TOTAL: \$ -

BILLED INVENTORY: \$ -

TOTAL WORK COMPLETED INCL. CHANGE ORDERS: \$ 1,778,789.65

RETAINAGE (10%): \$ (177,878.97)

SUBTOTAL LESS RETAINAGE: \$ 1,600,910.69

LESS PREVIOUS ESTIMATES: \$ 1,500,106.32

TOTAL AMOUNT DUE FOR PAYMENT: \$ 100,804.37

← \$ 1,500,106.32

Contractor: Carter Construction, LLC

Engineer: Gauge Engineering

SIGNED: 

Paul Fowler, Project Manager

SIGNED: 

Taylor Risien, P.E.

DATE: September 4, 2024

DATE: 9-5-2024

Paid with Check #1030

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 6

ESTIMATE PERIOD: 7/27/24 - 8/31/24

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SITE PREPARATION AND EARTHWORK ITEMS:												
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.00%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00		\$0.00	12.00	\$300.00	12.00	\$300.00	92.31%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00	228.00	\$3,420.00	150.00	\$2,250.00	378.00	\$5,670.00	74.70%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50		\$0.00	160.00	\$400.00	160.00	\$400.00	59.04%
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00	2963.00	\$26,667.00		\$0.00	2963.00	\$26,667.00	96.51%
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00		\$0.00	1.00	\$600.00	1.00	\$600.00	100.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00		\$0.00	58.00	\$870.00	58.00	\$870.00	362.50%
SUBGRADE AND PAVING ITEMS:												
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00	1448.33	\$7,241.65		\$0.00	1448.33	\$7,241.65	24.14%
11	Lime Slurry (8% by Dry Weight)	125.00	TON	\$305.00	\$38,125.00	122.04	\$37,222.20		\$0.00	122.04	\$37,222.20	97.63%
12	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00	SY	\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
13	Reinforced Concrete Pavement (Road), 6" Thick	5,144.00	SY	\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
14	Bank Run Sand, 2" Thick	32.00	CY	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
15	Reinforced Concrete Retaining Wall	61.00	CY	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
16	Cement Stabilized Sand, Complete in Place 6" Thick	87.00	SY	\$32.00	\$2,784.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
17	Reinforced Concrete Curbs, 6"	3,200.00	LF	\$4.50	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
18	Reinforced Concrete Curbs, 6" (Dowled)	75.00	LF	\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
19	Reinforced Concrete Sidewalk, 4" Thick	1,694.00	SY	\$71.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
20	Concrete ADA Ramp Type 7	6.00	EA	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
TRAFFIC CONTROL ITEMS:												
21	Traffic Control and Regulation	8.00	MO	\$500.00	\$4,000.00	1.00	\$500.00	4.50	\$2,250.00	5.50	\$2,750.00	68.75%
SIGNING AND STRIPING ITEMS:												
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	EA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	Reflectorized Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2,942.00	LF	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
24	Reflectorized Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00	LF	\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
25	Reflectorized Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	LF	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
26	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00	EA	\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
DRAINAGE ITEMS:												
27	Trench Safety System 5-10'	1,461.00	LF	\$3.50	\$5,113.50		\$0.00	1768.00	\$6,188.00	1768.00	\$6,188.00	121.01%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00		\$0.00	8.00	\$960.00	8.00	\$960.00	100.00%

29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00		\$0.00	55.00	\$7,425.00	55.00	\$7,425.00	91.67%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00		\$0.00	410.00	\$55,350.00	410.00	\$55,350.00	99.51%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00		\$0.00	30.00	\$5,100.00	30.00	\$5,100.00	100.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00		\$0.00	2.00	\$7,400.00	2.00	\$7,400.00	100.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00		\$0.00	3.00	\$10,800.00	3.00	\$10,800.00	100.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00		\$0.00	2.00	\$12,200.00	2.00	\$12,200.00	100.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00		\$0.00	2.50	\$13,500.00	2.50	\$13,500.00	50.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00		\$0.00	1.50	\$6,300.00	1.50	\$6,300.00	50.00%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00		\$0.00	2.00	\$6,000.00	2.00	\$6,000.00	100.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.00%
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.00%
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.00%
	WATER AND SANITARY SEWER ITEMS:											
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00		\$0.00	1241.00	\$2,482.00	1241.00	\$2,482.00	99.92%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00	1.00	\$6,500.00	1.00	\$6,500.00	100.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00		\$0.00	5.00	\$34,000.00	5.00	\$34,000.00	100.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00		\$0.00	35.00	\$840.00	35.00	\$840.00	102.94%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00		\$0.00	1190.00	\$145,180.00	1190.00	\$145,180.00	100.00%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00		\$0.00	3.00	\$7,800.00	3.00	\$7,800.00	150.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00	2.00	\$1,200.00	2.00	\$1,200.00	100.00%
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00		\$0.00	403.00	\$38,688.00	403.00	\$38,688.00	101.77%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00		\$0.00	46.00	\$3,128.00	46.00	\$3,128.00	100.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00	1.00	\$600.00	1.00	\$600.00	50.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00		\$0.00	3.00	\$28,500.00	3.00	\$28,500.00	100.00%
	STORMWATER POLLUTION PREVENTION PLAN ITEMS:											
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.00%
63	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	99.00	LF	\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.40%
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.00%
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	MO	\$2,000.00	\$16,000.00	1.00	\$2,000.00	4.50	\$9,000.00	5.50	\$11,000.00	68.75%
EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):												
69	Borrow (Min. Bid \$10/CY)	400.00	CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00	LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00	HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
CASH ALLOWANCE:												
72	Cash Allowance (see additional work items summary page)	1.00	LS	\$100,000.00	\$100,000.00	0.34954	\$34,954.00	0.23200	\$23,200.00	0.58154	\$58,154.00	58.15%
TOTALS												
					\$2,491,925.00		\$112,004.85		\$1,666,784.80		\$1,778,789.65	71.38%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

ENGINEER: Gauge Engineering

SIGNED:

Paul Fowler, Project Manager

DATE:

9-4-2024

SIGNED:

Taylor Risien, P.E.

DATE:

9-5-2024

Paid with Check #1030

Additional Work Items Summary (Field Changes)

M Street Improvement Project

ESTIMATE NO.: **6**

ESTIMATE PERIOD: 7/27/24 - 8/31/24

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	Cash Allowance Items - See bid item 72											
	Waterline Offset (RFI 2323-02)											
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$ 400.00	\$ 400.00		\$ -		\$ -	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$ 1,000.00		\$ -	20.00	\$ 1,000.00	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.00	\$ -	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$ 200.00	\$ 7,000.00		\$ -	33.00	\$ 6,600.00	33.00	\$ 6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)											
78	Adjust Existing Storm Manhole	1.00	EA	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$ 300.00	\$ 14,400.00		\$ -	48.00	\$ 14,400.00	48.00	\$ 14,400.00	100.00%
	Replece Existing 48" Outfall "B" Pipe (RFI 2323-05)											
80	6" Pump	6.00	DAY	\$ 800.00	\$ 4,800.00	4.38	\$ 3,504.00		\$ -	4.38	\$ 3,504.00	73.00%
81	48" HDPE	60.00	LF	\$ 275.00	\$ 16,500.00	60.00	\$ 16,500.00		\$ -	60.00	\$ 16,500.00	100.00%
82	Rip-Rap	50.00	SY	\$ 125.00	\$ 6,250.00	42.00	\$ 5,250.00		\$ -	42.00	\$ 5,250.00	84.00%
83	48" Timber Bent	1.00	EA	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00	100.00%
84	Sodding (Pond Slope)	200.00	SY	\$ 5.00	\$ 1,000.00		\$ -		\$ -		\$ -	0.00%
	Offsed 12" Water Line Over 48" HDPE (RFI-2323-06)											
85	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$ 1,000.00	20.00	\$ 1,000.00		\$ -	20.00	\$ 1,000.00	100.00%
86	Install 12" DR14 C900 WL (includes bedding, backfill, and all fittings)	35.00	LF	\$ 200.00	\$ 7,000.00	26.00	\$ 5,200.00		\$ -	26.00	\$ 5,200.00	74.29%
	TOTALS				\$65,550.00		\$34,954.00		\$23,200.00		\$58,154.00	88.72%

Paid with Check #1030



CITY OF LA PORTE
604 WEST FAIRMONT PARKWAY
LA PORTE, TX 77571
281-470-5020

INVOICE

Customer Number: C00001905
Invoice Number: AR012924
Invoice Date: 08/06/24
Due Date: 09/06/24

To: La Porte Redevelopment Authori
ATTN: DAVID HAWES
PO BOX 22167
HOUSTON, TX 77227

Date	Description	Amount
08/06/24	TIRZ - 5% Admin Fee	125,564.23
Total Due		125,564.23

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Please make checks payable to:



CITY OF LA PORTE
604 WEST FAIRMONT PARKWAY
LA PORTE, TX 77571
281-470-5020

Customer Number: C00001905
Invoice Number: AR012924
Invoice Date: 08/06/24
Total Amount Due \$ 125,564.23

Total Payment \$ _____

Paid with Check #1031

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

La Porte TIRZ
9600 Long Point Road
Suite 200
Houston, TX 77055

Invoice number 3480
Date 09/05/2024

Project 1355 LAPORTE - LAKES AT FAIRMONT
GREENS

Professional Services Provided Through August 31, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Detention Basin Evaluation	11,200.00	90.00	7,096.00	10,080.00	1,120.00	2,984.00
Expenses	200.00	13.40	26.80	26.80	173.20	0.00
Total	11,400.00	88.66	7,122.80	10,106.80	1,293.20	2,984.00

Invoice total 2,984.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3480	09/05/2024	2,984.00	2,984.00				
	Total	2,984.00	2,984.00	0.00	0.00	0.00	0.00

Please note new mailing address
Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

La Porte TIRZ
9600 Long Point Road
Suite 200
Houston, TX 77055

Invoice number 3479
Date 09/05/2024

Project 1336 LAPORTE - FEASIBILITY STUDY

Professional Services Provided Through August 31, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Infrastructure Projects						
Basic Services	15,040.00	66.50	8,685.60	10,001.60	5,038.40	1,316.00
Roadway Analysis/Design	51,260.00	46.50	21,529.20	23,835.90	27,424.10	2,306.70
Drainage Analysis	31,700.00	4.50	1,426.50	1,426.50	30,273.50	0.00
Subtotal	98,000.00	35.98	31,641.30	35,264.00	62,736.00	3,622.70
Pedestrian/Bicyclist Improvements						
Basic Services	5,960.00	75.25	4,484.90	4,484.90	1,475.10	0.00
Trail/Sidewalk Analysis/Design	20,040.00	26.75	4,008.00	5,360.70	14,679.30	1,352.70
Subtotal	26,000.00	37.87	8,492.90	9,845.60	16,154.40	1,352.70
Project Mgmt/Coordination/Cost/QA/QC	35,300.00	28.25	5,558.23	9,972.25	25,327.75	4,414.02
Expenses	490.00	30.00	93.13	147.00	343.00	53.87
Total	159,790.00	34.56	45,785.56	55,228.85	104,561.15	9,443.29

Invoice total 9,443.29

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3479	09/05/2024	9,443.29	9,443.29				
	Total	9,443.29	9,443.29	0.00	0.00	0.00	0.00

Please note new mailing address

Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

La Porte TIRZ
9600 Long Point Road
Suite 200
Houston, TX 77055

Invoice number 3478
Date 09/05/2024
Project 1299 M STREET - CPS, CMT, CM&I

Professional Services Provided Through August 31, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Construction Phase Services						
Construction Phase Services	49,140.00	58.00	25,307.10	28,501.20	20,638.80	3,194.10
Printing and Reproduction/Mileage/Deliveries	1,835.50	19.53	296.78	358.42	1,477.08	61.64
TDLR Review/Inspections	1,500.00	0.00	0.00	0.00	1,500.00	0.00
Extra Engineering Effort	12,000.00	100.00	12,000.00	12,000.00	0.00	0.00
Subtotal	64,475.50	63.37	37,603.88	40,859.62	23,615.88	3,255.74
Construction Materials Testing						
Construction Materials Testing & Inspection - Terracon	109,664.50	58.56	53,497.89	64,223.89	45,440.61	10,726.00
Subtotal	109,664.50	58.56	53,497.89	64,223.89	45,440.61	10,726.00
Construction Management & Inspection						
Construction Management	35,360.00	60.39	18,475.60	21,355.60	14,004.40	2,880.00
Construction Inspection	181,125.00	70.35	101,430.00	127,430.00	53,695.00	26,000.00
Expenses	8,100.00	20.19	1,257.59	1,635.39	6,464.61	377.80
Subtotal	224,585.00	66.98	121,163.19	150,420.99	74,164.01	29,257.80
Total	398,725.00	64.08	212,264.96	255,504.50	143,220.50	43,239.54

Invoice total **43,239.54**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3478	09/05/2024	43,239.54	43,239.54				
	Total	43,239.54	43,239.54	0.00	0.00	0.00	0.00

Please note new mailing address

Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079



INVOICE

BILL TO

La Porte Redevelopment Authority/TIRZ #1
604 W. Fairmont Pkwy.
LaPorte, TX 77571
United States

INVOICE 2108
DATE 09/01/2024

DESCRIPTION	AMOUNT
Professional Consulting and Administration Fee: August 2024	2,000.00
In-House Postage, Photocopies, Binding, Etc.: August 2024	267.51
Fed Ex Delivery: 8/14/2024	45.85
Fed Ex Delivery: 8/16/2024	67.68
Fed Ex Delivery: 8/21/2024	60.51

BALANCE DUE \$2,441.55

LA PORTE RDA/TIRZ #1

In-house Postage, Photocopies, Binding, etc.

Postage

Date	Amount
8/9/2024	\$ 2.76

\$ 2.76

Photocopies @ \$0.15

Date	Pages	Amount
8/1/2024	1665	\$ 249.75

Total \$ 249.75

Color Photocopies @ \$0.50

	\$ -
Total	<u>\$ -</u>

Binding sets @ \$1.00

Date	Sets	Amount
8/1/2024	15	\$ 15.00
Total		<u>\$ 15.00</u>

Total, all Items	
Postage	\$ 2.76
Photocopies	\$ 249.75
Color Photocopies	\$ -
Binding sets	\$ 15.00
TOTAL	<u>\$ 267.51</u>

Paid with Check #1033

 SUMMARY

 INVOICES

 MANAGE PAYMENTS ▾

 ADMINISTRATION ▾

 REPORTING ▾

 HELP

 RETURN TO LEGACY



SHIPMENT DETAILS

Tracking ID 777889948175

← Shipment 2 of 2 →

BILLING INFORMATION

Tracking ID number	777889948175
Invoice number	4-660-62936
Account number	2021-8784-2
Invoice date	08/14/2024
Due date	08/29/2024
Total billed	\$45.85
Tracking ID balance due	\$0.00
Status	Closed

TRANSACTION DETAILS

Sender information

Randy Carr
Hawes Hill & Associates
9600 Long Point
Suite 222
HOUSTON TX 77055
US

Recipient information

B. Nelson Mitchell, Jr.
Jabez-LB1, LLC
1038 Texan Trail, Bldg. 1
GRAPEVINE TX 76051
US

ASK FEDEX

Paid with Check #1033

 SUMMARY

 INVOICES

 MANAGE PAYMENTS ▾

 ADMINISTRATION ▾

 REPORTING ▾

 HELP

 RETURN TO LEGACY



SHIPMENT DETAILS

Tracking ID 777890674395

← Shipment 1 of 2 →

BILLING INFORMATION

Tracking ID number	777890674395
Invoice number	4-662-18522
Account number	2021-8784-2
Invoice date	08/16/2024
Due date	08/31/2024
Total billed	\$67.68
Tracking ID balance due	\$0.00
Status	Closed

TRANSACTION DETAILS

Sender information

Randy Carr
Hawes Hill & Associates
9600 Long Point
Suite 222
HOUSTON TX 77055
US

Recipient information

Doak Brown
Hawthorne at La Porte, LLC
559 WESTMINSTER DR
HOUSTON TX 77024
US

ASK FEDEX

Paid with Check #1033

 SUMMARY

 INVOICES

 MANAGE PAYMENTS ▾

 ADMINISTRATION ▾

 REPORTING ▾

 HELP

 RETURN TO LEGACY



SHIPMENT DETAILS

Tracking ID 777890283116

← Shipment 1 of 1 →



BILLING INFORMATION

Tracking ID number	777890283116
Invoice number	4-666-71865
Account number	2021-8784-2
Invoice date	08/21/2024
Due date	09/05/2024
Total billed	\$60.51
Tracking ID balance due	\$0.00
Status	Closed

TRANSACTION DETAILS

Sender information

Randy Carr
Hawes Hill & Associates
9600 Long Point
Suite 222
HOUSTON TX 77055
US

Recipient information

Greg Coleman
Beazer Homes Texas LP
10235 W LITTLE YORK SUITE 150
Suite 200
HOUSTON TX 77040
US

ASK FEDEX

Paid with Check #1033

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. Receive updates from the city, developers, and staff about development within the Zone.

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

9. Board Member comments:
 - a. Matters appearing on agenda; and
 - b. Inquiry of staff regarding specific factual information or existing policy