

Agendas and Agenda Materials  
Meetings of the Boards of Directors

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La Porte  
Redevelopment Authority



La Porte Tax Increment  
Reinvestment Zone

November 28, 2022



**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 **Monday, November 28, 2022, 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. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on October 25, 2022.
3. Consider Development Agreement with Bayway Homes, Inc.
4. Receive update from Gauge Engineering on M Street.
5. Consider approval or other action regarding authority invoices.
6. Receive updates from the city, developers, and staff about development within the Zone.
7. Board member comments.
  - a. Matters appearing on agenda; and
  - b. Inquiry of staff regarding specific factual information or existing policy
8. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
9. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney.
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

\*Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Authority's Executive Director at (713) 595-1200 at least three business days prior to the meeting so that the appropriate arrangements can be made. Pursuant to V.T.C.A Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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2. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on October 25, 2022.

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

**October 25, 2022**

**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 Tuesday, October 25, 2022, 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:

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

and all of the above were present, with the exception of Directors Beasley, Porter, and Helton, thus constituting a quorum. Also present were David Hawes and Linda Clayton, Hawes Hill & Associates, LLP; Corby Alexander, Matt Daeumer, and Haley Bower, City of La Porte; and Muhammad Ali, and Taylor Risien, Gauge. Chairman Janda called the meeting to order at 6:40 p.m.

**APPROVE MINUTES OF THE JOINT LA PORTE REDEVELOPMENT AUTHORITY AND LA PORTE TAX INCREMENT REINVESTMENT ZONE MEETING HELD ON SEPTEMBER 27, 2022.**

Upon a motion made by Director Goodwin, and seconded by Director Antone, the Board voted unanimously to approve the Minutes of the September 27, 2022, Board meeting, as presented.

**RECEIVE NOMINATIONS AND ELECT OFFICERS FOR VICE-CHAIRMAN AND ASSISTANT SECRETARY.**

Director Kristen Lee volunteered for the position of Assistant Secretary. Director Mark Goodwin volunteered for the position of Vice-Chairman. Upon a motion made by Director Antone, and seconded by Director Havard, the Board voted unanimously to elect Director Mark Goodwin as Vice-Chairman, and Director Kristen Lee as Assistant Secretary.

**CONSIDER PROPOSAL FROM McCALL GIBSON SWEDLUND BARFOOT PLLC TO PREPARE FY2022 AND FY2023 ANNUAL FINANCIAL REPORT AND AUDIT.**

Mr. Hawes reviewed the proposal from McCall Gibson Swedlund Barfoot PLLC for audit services for FY2022 and FY2023, included in the Board materials. He reported the fees will range between \$9,000 and \$11,000 for each fiscal year and staff is recommending for approval. Upon a motion made by Director Goodwin, and seconded by Director Lee, the Board voted unanimously to approve the McCall Gibson Swedlund Barfoot PLLC agreement for audit services for FY2022 and FY2023, as presented.

**RECEIVE UPDATE AND RECOMMENDATIONS FROM GAUGE ENGINEERING.**

**a. Consider Task Order for design services and drainage analysis.**

Mr. Ali reviewed Task Order #2, M Street Improvement, for design services, drainage analysis, bid phase services, and additional subcontractor services for topographic survey, an estimated \$20,000

for geotechnical expenses, plus reimbursable expenses in the total lump sum amount of \$233,721.50. Mr. Hawes reported staff and the City have reviewed the task order and are recommending for approval. Mr. Ali confirmed if the geotechnical services are over the \$20,000 then Gauge Engineering will engulf the costs. Upon a motion made by Director Havard, and seconded by Director Goodwin, the Board voted unanimously to approve Gauge Engineering Task Order No. 2, M Street Improvements, for design services, drainage analysis, bid phase services, topographic survey, geotechnical services, and reimbursable expenses in a lump sum amount of \$233,721.50, as presented.

**CONSIDER DEVELOPMENT AGREEMENT WITH BAYWAY HOMES, INC.**

This item is tabled. Director Antone requested 30% of the landscaping for the homes be native plants and be included in the Development Agreement. Mr. Alexander requested to allow the City to look at the code requirements and determine the restrictive requirements. Upon a motion made by Director Goodwin, and seconded by Director Antone, the Board voted unanimously to table the Development Agreement with Bayway Homes, Inc.

**CONSIDER APPROVAL OR OTHER ACTION REGARDING AUTHORITY INVOICES.**

Mr. Hawes reviewed the Bookkeeper's Report and reported one invoice is being presented for payment from Hawes Hill & Associates in the amount of \$2,117.75. Upon a motion made by Director Antone, and seconded by Director Lee, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

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

None.

**BOARD MEMBER COMMENTS.**

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

New Board Member Kent Rummel introduced himself and provided his background information.

**CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.072, TEXAS GOVERNMENT CODE, TO CONDUCT A PRIVATE CONSULTATION WITH ATTORNEY.**

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

An Executive Session was not called.

**ADJOURNMENT.**

There being no further business to come before the Board, Chairman Janda adjourned the meeting at 7:11 p.m.

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Secretary

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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3. Consider Development Agreement with Bayway Homes, Inc.

DEVELOPMENT AGREEMENT

among

REINVESTMENT ZONE NUMBER ONE,  
CITY OF LA PORTE, TEXAS,

and

LA PORTE REDEVELOPMENT AUTHORITY

and

BAYWAY HOMES, INC.

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), is entered into and effective as of November 28, 2022, by and among the REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE, TEXAS (the "Zone"), a tax increment reinvestment zone created by the City of La Porte, Texas (the "City"), acting by and through its Board of Directors (the "Zone Board"), LA PORTE REDEVELOPMENT AUTHORITY (the "Authority"), a local government corporation created by the City, acting by and through its Board of Directors (the "Authority Board") and BAYWAY HOMES, INC., a Texas corporation (the "Developer").

### RECITALS

WHEREAS, by Ordinance No. 99-2325 (the "TIRZ Ordinance"), the City Council of the City created the Zone pursuant to Chapter 311, Texas Tax Code, as amended (the "TIRZ Act"); and

WHEREAS, the Zone Board adopted a final Project Plan and Reinvestment Zone Financing Plan; and

WHEREAS, the City Council of the City approved the final Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 99-2352, which has been amended from time to time (as amended, the "Project Plan"); and

WHEREAS, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental functions with respect to the common good and general welfare of the City and neighboring areas as described in the TIRZ Ordinance; and

WHEREAS, the City, the Zone and the Authority have entered into that certain Agreement dated July 9, 2001, and approved by Ordinance No. 2001-2498 (the "Tri-Party Agreement"), pursuant to which the City and the Zone contracted with the Authority to administer the Zone, including, but not limited to, the power to engage in activities relating to the acquisition and development of land, to construct and improve infrastructure in the City, to enter into development agreements with developers and builders in the City, and to issue, sell or deliver its bonds, notes or other obligations in accordance with the terms of the Tri-Party Agreement upon the approval of the City Council of the City; and

WHEREAS, the Tri-Party Agreement further provides that the Authority must obtain the prior approval of the City for any project approved in the Project Plan that is constructed or caused to be constructed by the Authority; and

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

WHEREAS, the Authority Board and the Zone Board have determined that it is in the best interest of the Zone and the Authority to contract with the Developer, in order to provide for the efficient and effective implementation of certain aspects of the Project Plan; and



WHEREAS, the Developer desires to proceed with a single-family residential development (the “Project”) located at the Project Site (as defined herein) prior to the time that the Authority can issue its bonds or otherwise pay the costs of the Public Improvements (as defined herein);

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Zone, the Authority and the Developer contract and agree as follows:

## AGREEMENT

### ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms “Agreement,” “Authority,” “Authority Board,” “City,” “Developer,” “Project,” “Project Plan,” “TIRZ Act,” “Tri-Party Agreement,” “Zone” and “Zone Board” have the above meanings, and the following terms have the following meanings:

“Available Tax Increment” shall mean funds in the Tax Increment Revenue Fund.

“Completion” shall mean completion of construction of the Public Improvements in accordance with the Plans and Specifications so that the Project can be used and maintained for its intended purposes. Completion shall be approved by the City and certified by the engineering firm engaged by Developer to make such certification.

“Contract Progress Payment” shall mean the payment due to a contractor or consultant hired by Developer to complete the Public Improvements. A contract progress payment must be supported not only by a report of a certified public accountant as required in Section 6.1(B), but also by customary documentation including, but not limited to, the name and address of the contractor, a description of the contract pursuant to which the payment is requested, the amount of such payment, the original contract amount, total payments made to date on such contract, an estimate of remaining work to be completed, the cost of such work, and customary lien and subcontractor releases.

“County” shall mean Harris County, Texas.

“Developer Advances” shall mean any funds advanced for Project Costs by the Developer pursuant to Section 6.1 of this Agreement and shall include any interest payable thereon as prescribed in this Agreement.

“HCAD” shall mean the Harris County Appraisal District.

“Party” shall mean, individually, the Zone, the Authority or the Developer.

“Parties” shall mean, collectively, the Zone, the Authority and the Developer.

“Plans and Specifications” shall mean the designs, plans and specifications for the Public Improvements prepared or to be prepared by engineering and landscape architect firms at the

direction of Developer in accordance with the Project Plan and as approved by the City in accordance with Section 4.2.

“Pledged Available Tax Increment” shall mean the Available Tax Increment attributable to the Project Site.

“Project Costs” shall mean the cost of the Public Improvements.

“Project Site” shall mean that certain tract of land described in Exhibit A, and all improvements located thereon, which such tract shall be the location where the Project will be developed.

“Public Improvements” shall have the meaning provided in Article 3 of this Agreement.

“State” shall mean the State of Texas.

“Tax Increment” shall have the meaning given such term in the Tri-Party Agreement.

“Tax Increment Revenue Fund” shall mean the special fund established by the Authority and funded with payments made by the City and any other participating Taxing Units, pursuant to the Tri-Party Agreement.

“Taxing Unit” shall mean individually and collectively, the City, La Porte Independent School District, and any other taxing units participating in the Zone.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

## **ARTICLE 2 REPRESENTATIONS**

2.1 Representations of the Authority. The Authority hereby represents to the Developer that:

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

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

(C) The Project, the Public Improvements and the Project Costs are components of or are consistent with the Project Plan.

(D) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by sovereign immunity, bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

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

(F) The Authority has an exemption from the payment of sales and use taxes pursuant to the statute under which the Authority was created.

2.2 Representations of the Zone. The Zone hereby represents to the Developer that:

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

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

(C) The Project, the Public Improvements and the Project Costs are components of or are consistent with the Project Plan.

(D) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by sovereign immunity, bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

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

2.3 Representations of the Developer. The Developer hereby represents to the Authority and the Zone that:

(A) The Developer is duly authorized, created and existing in good standing under the laws of the State and is qualified to do business in the State.

(B) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized by requisite corporate action, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's bylaws, operating agreement and/or other governing document(s), and (iii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) The Developer will have sufficient capital to perform its obligations under this Agreement as and when needed.

(D) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

(E) The Developer will comply with any and all City development ordinances and other requirements applicable to the Project Site and/or the Project, including, without limitation, the Plans and Specifications for the Project approved by the City and any planned development or zoning ordinance covering the Project Site. The Developer will prepare and record residential covenant/deed restrictions for the Project Site requiring that (1) the living square footage for each single-family home constructed thereon shall be no less than 1,200 square feet (as determined by HCAD); (2) upon build-out of the Project Site, at least 64% of the single-family homes will have at least 1,500 living square feet (as determined by HCAD); and (3) each single-family home shall have a masonry exterior on 100% of the first-floor front elevation and on not less than 50% of each first-floor side elevation.

### **ARTICLE 3 THE PUBLIC IMPROVEMENTS**

3.1 Public Improvements. The Public Improvements shall be and include the design, construction and installation of certain public infrastructure relating to the Project, such infrastructure being more particularly described in the Plans and Specifications.

3.2 Project Costs. The estimated Project Costs of the Public Improvements are described in **Exhibit B**. The Public Improvements will be developed pursuant to the Plans and Specifications and a schedule that is mutually agreeable to the Parties. The Project Costs shall include all architectural, engineering, design, legal and other consultant fees and expenses (as

further set forth in Section 6.1(A) hereof) related to such Public Improvements. The Project Costs may be modified with approval of the Authority Board.

3.3 Obligation. The Public Improvements shall be designed, acquired, constructed and implemented in accordance with the Plans and Specifications to be approved by the City pursuant to Article 4.

#### **ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE DEVELOPER**

4.1 Construction Manager. Subject to Article 3, the Developer agrees to construct, or cause to be constructed, the Public Improvements in accordance in all material respects with the Plans and Specifications and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Public Improvements. The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction (including the approvals required under the Tri-Party Agreement), provide supervision of all phases of construction of the Public Improvements, and provide periodic reports as may be reasonably requested and required by the Authority from time to time of such construction to the Authority Board with copies to the City.

4.2 Design of the Public Improvements. The Developer shall prepare or cause to be prepared the Plans and Specifications for the Public Improvements. Prior to the commencement of construction or implementation of the Public Improvements, the Plans and Specifications must be submitted to and approved by the City and all other regulatory authorities having jurisdiction. Once the City has approved the Plans and Specifications, no changes thereto can be made without the express written approval of the City, the Zone Board, and the Authority.

4.3 Completion. On the later of completion of the construction of the Public Improvements or thirty days after this Agreement is executed, Developer shall provide the Authority and the City with a final cost summary of all costs associated with such Public Improvements (which shall be certified to as true and correct by an officer of Developer under penalty of perjury), a Certificate of Completion and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

4.4 Conveyance of Easements. If applicable, the Developer shall grant the City and the Authority all required temporary construction and access easements necessary to maintain the Public Improvements. The easements granted must be satisfactory for the intended purpose as determined by the City. On property owned by the Authority, the Authority shall grant the Developer at no cost all required temporary construction and access easements necessary to install the Public Improvements.

4.5 Payment of Fees. If applicable, Developer agrees to pay any monthly rates and charges for water and sewer services and shall pay all applicable City building permit fees for the Public Improvements.

4.6 Cooperation. Developer agrees that it will cooperate with the Zone and the Authority and Developer will provide all necessary information to the Authority and its consultants in order to assist the Authority in complying with the Tri-Party Agreement, including, without limitation, the completion of the audit and construction audit required therein.

4.7 Ad Valorem Taxes. The Developer agrees that all real property within the Project Site will be valued for taxation in accordance with Section 23.01, Texas Tax Code, as hereinafter may be amended, and that it will not request such property to be valued for taxation on the basis of inventory as permitted by Section 23.12, Texas Tax Code and as hereinafter may be amended.

4.8 Changes in Project. The Developer shall not make any change in the Project as to the uses of the property or change the boundaries within the Project Site without the express written consent of the City, the Authority Board and the Zone Board.

4.9 No Vested Rights. The Developer expressly understands and agrees that neither this Agreement nor any approvals required herein shall be construed as a “permit,” as defined in Section 245.001 of the Texas Local Government Code, or an application therefor; and, as such, the Developer has no vested right as a “permit” in any order, regulation, ordinance, rule, expiration date or other requirement in effect at the time of execution of this Agreement or at the time any approval pursuant to the terms hereof is obtained. To this end, Developer, for itself, its officers, agents, employees, successors and assigns, hereby releases and holds harmless the City, the Authority and the Zone from any claim or cause of action involving vested rights, including, but not limited to, such a right claimed pursuant to Chapter 245 of the Texas Local Government Code, arising out of this Agreement or the approvals required to be obtained herein.

## **ARTICLE 5 DUTIES AND RESPONSIBILITIES OF THE AUTHORITY**

5.1 Authority Contributions. The Authority shall pay or reimburse to Developer the Project Costs in the amount of the actual costs of the Public Improvements, subject to the conditions of and provided by Articles 3 and 4. The total, actual Project Costs of the Public Improvements for which the Authority shall be responsible for under the terms of this Agreement is estimated to be \$681,903.99. Attached hereto as **Exhibit B** is a detailed description of the engineering estimates of the Public Improvements. The Project Costs shall be financed and funded in accordance with Article 6 hereof. In the event a portion of the Public Improvements is determined by the Authority to be ineligible under the Act, the Project Costs shall be reduced by the amount of such ineligible Public Improvements. If the Authority has already repaid Developer for such ineligible Public Improvements in accordance with this Agreement, the Parties agree that Developer shall reimburse the Authority for such repayment within thirty (30) days of receipt of an invoice from the Authority and all such sums shall bear interest at the rate established in Section 6.1(F) from the date past due until the date of such reimbursement. Should the Developer fail to timely pay such amount, the Authority may, in its sole discretion, withhold the amount due, including accrued interest, from future Contract Progress Payments.

5.2 Project Costs. The Authority shall pay or reimburse the Project Costs in accordance with this Agreement. In the event the Authority does not have funds available at the time all or part of the Project Costs are payable by the Authority in accordance with this

Agreement, the Project Costs shall be funded in accordance with Article 6 hereof, and such funding shall not be deemed a default by the Authority under this Agreement.

5.3 County Tax Increment. In accordance with the Tri-Party Agreement and the County's agreement to participate in the Zone, the Parties understand and agree that, notwithstanding anything to the contrary herein, the County's Tax Increment may not be used to reimburse the Developer for its Project Costs.

## **ARTICLE 6 PUBLIC IMPROVEMENTS FINANCING AND FUNDING**

### 6.1 Developer Advances.

(A) Developer shall advance sufficient funds as such become due for all costs comprising the Project Costs including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Public Improvements, including all payments arising under any contracts entered into by Developer pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates or permits (including any building permit fees) required as a part of any contracts entered into in accordance with this Agreement and all related legal fees incurred in connection therewith.

(B) The Developer must submit, within sixty (60) days after the latest of recording a final plat of property within the Project Site, signing this Agreement, or completing an identifiable segment of Public Improvements not subject to the platting requirements of the City, a request for a Contract Progress Payment when an identifiable segment of Public Improvements has been completed. Documentation of cost and completion shall be forwarded to the Authority. The Authority, at its expense, shall hire a certified public accountant to calculate the amount due Developer and shall prepare and submit, within a reasonable time, a report to the Authority Board and send a copy to the City Manager of the City. Requests for Contract Progress Payments shall be submitted only when an identifiable segment of Public Improvements has been completed and shall be submitted no more often than once every sixty (60) days. If the Authority does not have sufficient funds to pay any Contract Progress Payment within thirty (30) days of the date the certified public accountant's report is received by the Authority Board, the Developer shall be deemed to have advanced such amount to the Authority as of the date actually expended by the Developer. Interest (as calculated pursuant to Subsection 6.1(F)) on each Developer Advance made pursuant to this subsection shall accrue from the date the Developer expended the funds and shall accrue for a maximum period of five (5) years from such date. At such time as funds are available to pay all or any portion of the Developer Advances made hereunder, the Authority, at its expense, shall hire a certified public accountant to calculate the amount due to the Developer and shall prepare and submit a report to the Authority Board and send a copy to the City Manager of the City certifying (1) the amount due to the Developer for the Developer Advances being repaid, with interest calculated thereon as specified herein and (2) that funds are available to make such payment. Upon receipt of such report, the Authority Board shall promptly authorize and make payment to the Developer.

(C) If, upon completion of the Public Improvements and conveyance of the Public Improvements to the Authority or the City, as applicable, the Authority does not have sufficient funds to reimburse to Developer the unpaid balance of the Project Costs, Developer shall be deemed to have advanced to the Authority an amount equal to the difference between (i) the amount of the Project Costs which has been previously paid by the Authority to Developer and (ii) the final cost of the Public Improvements as evidenced by documentation approved by the Authority Board in accordance with Section 4.3.

(D) Each Developer Advance shall be evidenced by a certificate in the form attached hereto as Exhibit C.

(E) The Authority shall begin repaying the Developer Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from the Pledged Available Tax Increment.

(F) Subject to the limitations described in Section 6.1(B) hereof, interest on each Developer Advance shall accrue at the lesser of the: (a) prime rate of JPMorgan Chase Bank, or (b) the interest rate on the Developer's development loan, if any, used to make the Developer Advance; provided, however, that if the Developer has not obtained a development loan to make the Developer Advance, interest shall accrue at the prime rate of JPMorgan Chase Bank. Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day). In no case shall the interest rate exceed one percent per month.

(G) The Authority's obligation to pay the Developer Advances or reimburse the Developer for Project Costs is limited to any Pledged Available Tax Increment. The rights of Developer in and to the Pledged Available Tax Increment granted herein are subject only to (i) the rights of any holders of bonds, notes or other obligations that have been heretofore or are hereafter issued by the City or any other participating Taxing Unit that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City or any other participating Taxing Unit, (ii) the rights of any of the holders of bonds and notes that are hereafter issued or incurred by the Authority and which are secured by a pledge of the Tax Increment Revenue Fund, and (iii) the rights of any of the holders of notes that are hereafter issued or incurred by the Authority, which are secured by a pledge, all or a part, of the Tax Increment Revenue Fund, the proceeds of which are used solely to fund the annual operating and administration budget of the Authority approved by the Authority Board and the City Council of the City. Except in the event that sufficient tax increment increase does not occur within the term of the Zone or within the Project Site to generate sufficient revenue to repay the Developer Advance(s), it shall be the obligation of the Authority to repay the Developer Advances and accrued interest thereon as set forth in this Agreement from the Pledged Available Tax Increment until such time as the Developer Advances and accrued interest



thereof incurred pursuant to this Agreement have been fully repaid or provision for payment thereon to Developer shall have been made in accordance with this Agreement. The Developer Advances constitute a special obligation of the Authority payable solely from the Pledged Available Tax Increment as and to the extent provided in this Agreement. The Developer Advances do not give rise to a charge against the general credit or taxing powers of the Authority, the Zone, the City, the County or any other Taxing Unit and is not payable except as provided in this Agreement. Developer, its successors and assigns, shall not have the right to demand payment thereof out of any funds of the Authority other than the Pledged Available Tax Increment.

(H) The Authority shall provide to Developer, upon the written request of Developer, and on the earliest date such information is available after the date of such request, certified copies of all statements of revenue attributable to the Project Site and the source of such revenue of the Zone and of the Authority the intended use of which is to verify the availability of funds for payment of the Project Costs or Developer Advances, if applicable, pursuant to this Section.

**ARTICLE 7  
INSURANCE; RELEASE**

7.1 Insurance. With no intent to limit any contractor’s liability or obligation for indemnification, the Developer shall require that each contractor providing work or service on the Public Improvements provide and maintain certain insurance in full force and effect at all times during the construction of the Public Improvements and shall require that the City, the Authority, and the Zone are named as additional insured’s under such contractor’s insurance policies.

The insurance, at a minimum, must include the following coverage’s and limits of liability:

<b>Coverage</b>	<b>Limit of Liability</b>
Worker’s Compensation	Statutory
Employer’s Liability	Bodily Injury by Accident \$100,000 (each accident) Bodily injury by Disease \$500,000 (policy limit) Bodily injury by Disease \$100,000 (each employee)
Comprehensive General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations (for a period of one year after completion of work)	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 Aggregate

<b>Coverage</b>	<b>Limit of Liability</b>
Automobile Liability Insurance (for automobiles used in performing under this Agreement, including Employer's Non Ownership and Hired Auto Coverage)	\$500,000 Combined Single Limit per Occurrence
Professional Liability Coverage (for professional service contract only)	\$500,000 per occurrence \$1,000,000 aggregate

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12 month policy period unless otherwise indicated.

If the amount of any contract awarded by Developer to construct the Public Improvements shall exceed \$1,000,000, Developer shall contract with the contractor to maintain Commercial General Liability coverage and the Auto Liability coverage for at least twice the combined minimum limits specified above.

The amounts of the insurance required herein shall be reviewed on the fifth (5<sup>th</sup>) anniversary date of this Agreement and each fifth (5<sup>th</sup>) year thereafter until the construction of the Project is completed and shall be increased, if necessary, so that the amount of such coverage is at all times generally equal to the limits described herein measured in year 2022 dollars.

(A) Form of Policies. The Authority Board may approve the form of the insurance policies, but nothing the Authority Board does or fails to do relieves Developer of its obligation to provide the required coverage under this Agreement. The Authority Board's actions or inactions do not waive the Zone's or Authority's rights under this Agreement.

(B) Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in Texas or a Best's rating of at least A and a Best's Financial Size Category of Class VI or better, according to the most current edition *Best's Key Rating Guide, Property Casualty United States*.

(C) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the Authority, its officers, agents and employees as additional insured parties on the original policy and all renewals or replacements.

(D) Deductibles. Developer shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the Authority or Zone, its officers, agents, or employees.

(E) Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Authority

30 days' advance written notice. Developer shall (and shall contract with each contractor to) give written notice to the Authority within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular Public Improvements or location subject to this Agreement.

(F) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, the Zone, its officers, agents, or employees.

(G) Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

(H) Liability for Premium. Developer shall pay (or shall contract with contractors to pay) all insurance premiums for coverage required by this Section, and the Authority or Zone shall not be obligated to pay any premiums.

(I) Subcontractors. Notwithstanding the other provisions of this Section, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Developer shall provide (or shall contract with contractors to provide) copies of insurance certificates to the Authority.

(J) Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement at the request of the Authority, Developer shall furnish the Authority with certificates of insurance maintained by Developer in accordance with this Section. If requested in writing by the Authority, Developer shall furnish the City with certified copies of Developer's actual insurance policies. If Developer does not comply with the requirements of this Section, the Authority, at its sole discretion, may (1) suspend performance by the Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with Authority or Zone funds and deduct the cost of the premiums from amounts due to Developer under this Agreement. The Authority shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

7.2 Indemnification and Release. DEVELOPER SHALL DEFEND, INDEMNIFY, AND HOLD THE AUTHORITY, THE CITY AND THE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE

UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(A) DEVELOPER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "DEVELOPER'S") ACTUAL OR ALLEGED SOLE AND/OR CONCURRENT NEGLIGENCE OR INTENTIONAL ACTS;

(B) THE INDEMNIFIED PERSONS' AND DEVELOPER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE AND/OR GROSS NEGLIGENCE, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT; AND/OR

(C) THE INDEMNIFIED PERSONS' AND DEVELOPER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS AN INDEMNITY BY THE DEVELOPER TO INDEMNIFY AND PROTECT THE INDEMNIFIED PERSONS FROM THE CONSEQUENCES OF THE INDEMNIFIED PERSONS' OWN NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE INDEMNIFIED PERSONS UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

THE INDEMNITY PROVIDED FOR IN THIS SECTION 7.2 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

If an Indemnified Person or Developer receives notice of any claim or circumstance which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice shall not estop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

For those matters for which the Developer has the obligation to defend an Indemnified Person pursuant to this Section 7.2, Developer shall assume the defense of the claim at its own expense with counsel chosen by it that is on the approved list established by the Texas Municipal League or that is otherwise approved by the City. Within ten (10) days after receiving written notice of the indemnification request, Developer shall advise the Indemnified Person as to the chosen counsel. If Developer does not properly notify the Indemnified Persons as required

above, the Indemnified Person shall assume and control the defense, and all defense expenses actually incurred by it shall constitute an indemnified loss, which must be paid by the Developer within thirty (30) days of receipt of an invoice from an Indemnified Person. Such indemnified loss shall bear interest at the rate, but not the time, established in Section 6.1 (F) from the due date noted in the invoice until the date of payment. Should the Developer fail to timely pay such amount, the Authority may, in its sole discretion, withhold the amount due, including accrued interest, from future Contract Progress Payments.

If Developer defends a claim against any Indemnified Person, the Indemnified Person may retain separate counsel at the sole cost and expense of such Indemnified Person to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Developer may not settle the claim without the consent or agreement of the Indemnified Person, unless such settlement is at no cost to the Indemnified Person and no judgment is entered against any Indemnified Person.

**DEVELOPER RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY; PROVIDED, HOWEVER, THIS RELEASE SHALL HAVE NO APPLICATION TO AN INDEMNIFIED PERSON'S FAILURE TO PAY MONIES OWED PURSUANT TO THIS AGREEMENT.**

**FROM AND AFTER THE DATE OF THIS AGREEMENT, DEVELOPER SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT PUBLIC IMPROVEMENTS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.**

**THE DEVELOPER SHALL REQUIRE ALL GENERAL CONTRACTORS TO POST PAYMENT AND PERFORMANCE BONDS IN THE AMOUNT OF THE PROJECT COST AND ONE YEAR MAINTENANCE BONDS AS DEEMED APPROPRIATE BY THE AUTHORITY.**

## **ARTICLE 8 DEFAULT**

### **8.1 Default.**

(A) If the Authority or the Zone does not perform its obligations hereunder in compliance with this Agreement in all material respects, in addition to the other rights given the Developer under this Agreement, the Developer may enforce specific performance of this Agreement for any such default if such default is not cured or is not

commenced and diligently pursued within thirty (30) days after receipt by the Authority and the Zone of a written notice detailing the event of default. Failure of a project to generate sufficient tax increment increase to repay Developer Advances is not a default on the part of the Authority or the Zone.

(B) In the event the Developer completes the Public Improvements and the Project but does not otherwise perform its obligations hereunder as provided in Article 4 in compliance with this Agreement, in addition to the other rights and remedies the Authority and the Zone may have under this Agreement or in law or equity, the Authority and/or the Zone may enforce specific performance or seek actual damages incurred for any such default if such default is not cured within thirty (30) days after receipt by Developer of a written notice of default or such cure is not commenced within ten (10) days after receipt by Developer of a written notice of default and thereafter diligently prosecuted to completion as determined in the discretion of the Authority.

## **ARTICLE 9 GENERAL**

9.1 Inspections; Audits. The Developer agrees to keep such operating records relating to the Public Improvements as may be required by the Authority, or by state and federal law or regulation for a period not to exceed four (4) years after completion unless otherwise required by law. The Developer shall allow the Authority and the Zone access to documents and records in the Developer's possession, custody or control that the Authority deems necessary to assist the Authority in determining the Developer's compliance with this Agreement.

9.2 Developer Operations and Employees. No personnel supplied or used by the Developer in the performance of this Agreement shall be deemed employees, agents or contractors of the Authority, the Zone or the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such personnel, for withholding of income, social security and other payroll taxes and for the coverage of all worker's compensation benefits. Under no circumstance shall the Authority, the Zone, or the City be deemed responsible for compensation of the above.

9.3 Personal Liability of Public Officials. To the extent not limited by State law, no director, officer, employee or agent of the Zone or the Authority, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement.

9.4 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed via certified mail, return receipt requested, or sent by electronic or facsimile transmission confirmed by mailing written confirmation via certified mail, return receipt requested at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

**ZONE**

Reinvestment Zone Number One, City of La Porte,  
c/o City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571  
Attention: Corby Alexander  
Fax Number: 281-842-1259

**AUTHORITY**

La Porte Redevelopment Authority  
c/o City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571  
Attention: Corby Alexander  
Fax Number: 281-842-1259

**DEVELOPER**

BAYWAY HOMES, INC.  
PO Box 1244  
Friendswood, Texas 77549  
Attention: Jon Skeele, President

with a copy to:

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Fax Number: [\_\_\_\_\_]

**CITY**

City Manager  
City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571  
Fax Number: 281-842-1259

with a copy to:

City Attorney

City of La Porte

604 West Fairmont Parkway

La Porte, Texas 77571

Phone Number: 281-471-1886

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so

delivered in person shall be deemed to be given when receipted for by, or actually received by the Zone, the Authority or the Developer, as the case may be.

9.5 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and the Developer. No course of dealing on the part of the Developer, nor any failure or delay by the Developer with respect to exercising any right, power or privilege of the Developer under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

9.6 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and permitted assigns and shall inure to the benefit of the Developer and its successors and permitted assigns. The Authority and the Zone may assign their rights and obligations under this Agreement or any interest herein with the prior written consent of the Developer. The Developer may sell or otherwise transfer the Project but only with the prior written consent of the Authority and the Zone; provided, however, that Developer shall have the right to assign or pledge all or a portion of the Developer's contractual right to any sum due or to become due under this Agreement to aid and assist the Developer in the financing of its acquisition of the Project Site or to aid in Developer's performance of its obligations hereunder, but only if the Developer provides written notice of such assignment to all Parties hereunder and executes and provides to the Authority a release of its right to receive such amounts in a form acceptable to the Authority and any other documentation necessary, in the opinion of the Authority, to accomplish such assignment.

9.7 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

9.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas.

9.9 Venue. All parties hereby irrevocably agree that any legal proceeding arising out of or in connection with this Agreement shall only be brought in the District Courts of Harris County, Texas or in the United States District Court for the Southern District of Texas, in Houston, Texas.

9.10 Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.



9.11 No Third Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Parties hereto only.

9.12 Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations, or limited partnerships.

9.13 No Partnership. Nothing herein contained shall be construed or held to make the Parties hereto partners in the conduct of any business.

9.14 Entire Agreement. This written agreement represents the final agreement between the parties, unless later amended in writing and signed by the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

9.15 Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

9.16 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

9.17 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

9.18 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the earlier of the date: (i) the Developer Advances have been repaid in full, and (ii) the Zone terminates. It is expressly understood and agreed that Section 7.2 shall not expire but shall remain in full force and effect regardless of the termination of this Agreement. If the Authority is dissolved prior to the date currently (as of the date of this Agreement) set for the termination of the Zone, the Tri-Party Agreement requires that the City shall make satisfactory arrangements to provide for the payment of the obligations to the Developer of the Authority hereunder. Should the Developer fail to receive all amounts due hereunder prior to the date currently (as of the date of this Agreement) set for the termination of the Zone, none of the City, the Authority and the Zone shall have any obligation to make satisfactory arrangements to provide for the payment of the obligations to the Developer of the Authority hereunder.

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

9.20 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the 28th day of November, 2022.

*[The remainder of this page is intentionally left blank.]*

**LA PORTE REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary, Board of Directors

THE STATE OF TEXAS           §

§

COUNTY OF HARRIS           §

§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 the \_\_\_\_day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for The State of Texas

(SEAL)

**APPROVED BY:**

\_\_\_\_\_  
City Manager, City of La Porte, Texas

**REINVESTMENT ZONE NUMBER ONE,  
CITY OF LA PORTE, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary, Board of Directors

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 the \_\_\_\_day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for The State of Texas

(SEAL)

**BAYWAY HOMES, INC.,**  
a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

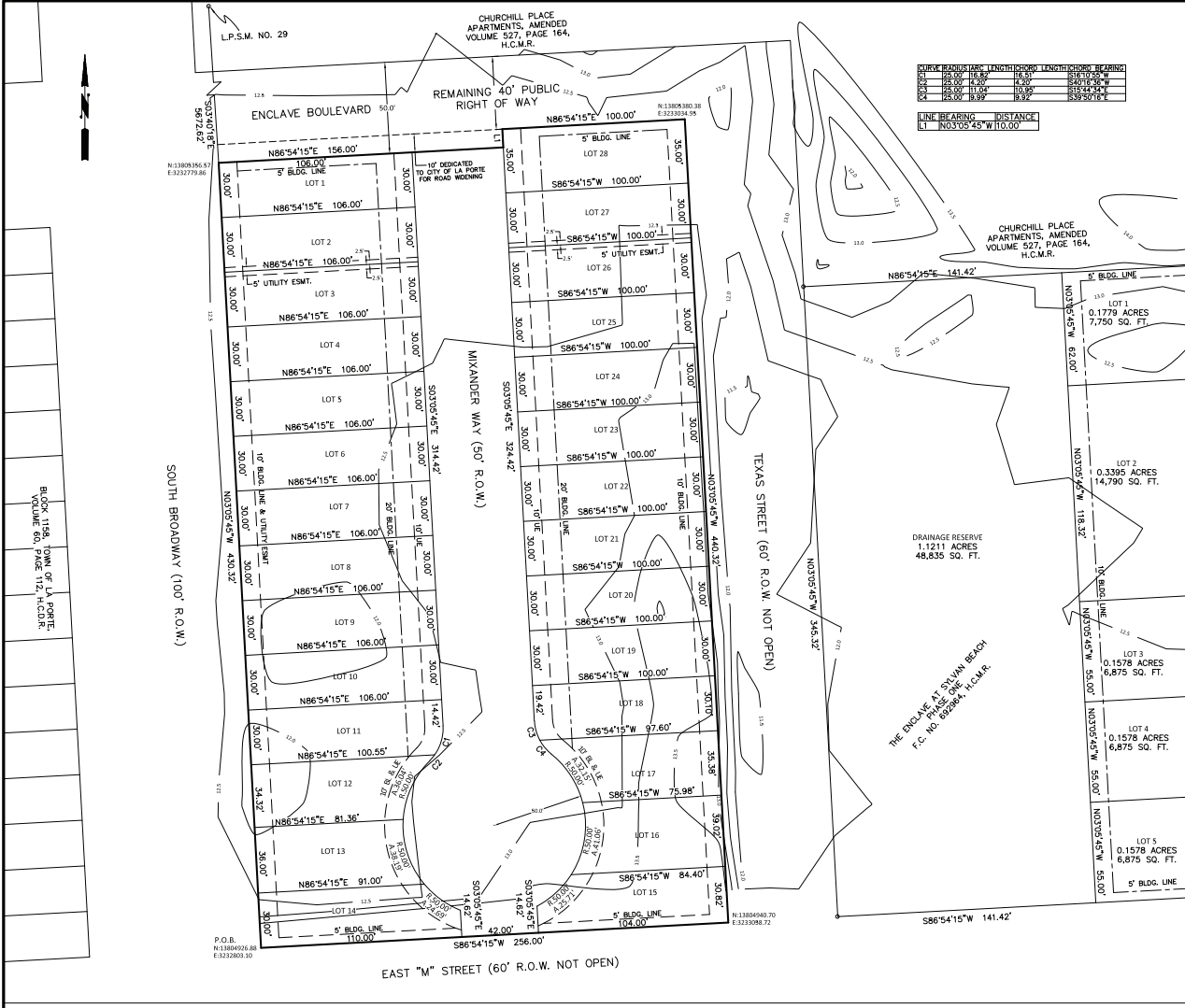
BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for The State of \_\_\_\_\_

(SEAL)

**EXHIBIT A  
PROJECT SITE**



STATE OF TEXAS  
 COUNTY OF HARRIS  
 We, Bayway Homes Inc. acting by and through Jon Skeele, President of Bayway Homes, Inc. hereinafter referred to as Owner whether one or more of the 2.5519 acre tract described in the above and foregoing Plat of Sylvan Beach Enclave, Phase Two, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of Residential Homes thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

THE STATE OF TEXAS  
 COUNTY OF \_\_\_\_\_  
 BEFORE ME, the undersigned authority, on this day personally appeared Jon Skeele, 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 set forth.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

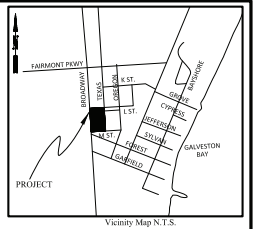
Notary Public in and for \_\_\_\_\_ County, Texas  
 My Commission Expires: \_\_\_\_\_

BEING a 2.5519 acre (111,162 Sq. Ft.) tract of land and being all of Lots 1 through 32, in Block 1159, of the Town of La Porte, a subdivision recorded in Volume 60, Page 112, of the Deed Records of Harris County, Texas, together with the 16 foot wide alley located in said Block 1159, being vacated, abandoned and closed per Instrument No. RP-2016-19019D of the Deed Records of Harris County, Texas, and the abandoned south 40.00' of East "L" Street adjoining said Block 1159, and being recorded in Instrument No. RP-2008-22229 of the Deed Records of Harris County, Texas, said 2.5519 acre tract being more particularly described by metes and bounds as follows:

- BEGINNING at a capped iron rod "RD Ellis 4006" set for the southwest corner of said Block 1159, same being the point of intersection of the east right of way line of South Broadway (100' R.O.W.) and the north right of way line of East "M" Street (60' R.O.W.) (Not Open);
- THENCE N03°05'45" W along and with the east right of way line of said South Broadway, passing at a distance of 400.32' (called 400.00') the northwest corner of said Block 1159, and continuing for a total distance of 440.32' to a capped iron rod "RD Ellis 4006" set for the northwest corner of the tract herein described;
- THENCE N86°54'15" E, a distance of 156.00' to a point for an interior corner of the tract herein described;
- THENCE N03°05'45" W, a distance of 10.00' to a capped iron rod "RD Ellis 4006" set for the most northerly west corner of the tract herein described;
- THENCE N86°54'15" E, a distance of 100.00' to a capped iron rod set for the northeast corner of the tract herein described and being in the west right of way line of Texas Street (60' R.O.W.) (Not Open);
- THENCE S03°05'45" W along and with the west right of way line of said Texas Street, passing at a distance of 40.00' the northeast corner of said Block 1159, and continuing for a total distance of 440.32' to a capped iron rod "RD Ellis 4006" set for the southeast corner of the tract herein described and being in the north right of way line of said East "M" Street;
- THENCE S86°54'15" W along and with the north right of way line of said East "M" Street, a distance of 256.00' to the POINT OF BEGINNING of the tract herein described;

This is to certify that the City Planning and Zoning Commission of the City of La Porte, Texas has approved this plat and subdivision of the Sylvan Beach Enclave, Phase Two, in conformance with the laws of the State of Texas and the ordinances of the City of La Porte and authorized the recording of this plat this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:  
 By: \_\_\_\_\_  
 Director, Planning Department  
 By: \_\_\_\_\_  
 La Porte City Engineer  
 By: \_\_\_\_\_  
 Chairman, La Porte Planning and Zoning Commission  
 ATTEST:  
 By: \_\_\_\_\_  
 Secretary, La Porte Planning and Zoning Commission



SHOWN BEARINGS ARE BASED ON NAD83 TEXAS STATE COORDINATE SYSTEM SOUTH CENTRAL ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48201C045M, DATED JANUARY 01, 2017, THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" WITH A BFE OF 14.0'

REFERENCE BENCHMARK - HARRIS COUNTY RM NO. 060020 ELEVATION = 12.97' NAVD88 2001(AD)  
 TEMPORARY BENCHMARK - MAG NAIL SET IN CROWN OF 4TH STREET = 20.0'

THE 40' BY 100' SECTION OF RIGHT-OF-WAY DESIGNATED AS "REMAINING 40' PUBLIC RIGHT-OF-WAY" AND SITUATED IMMEDIATELY EAST OF THE INTERSECTION OF MIXANDER WAY AND ENCLAVE BOULEVARD AND ADJACENT TO THE NORTHERN BOUNDARY LINE OF LOT 28, MUST REMAIN UNIMPROVED AND MAY NOT BE IMPROVED BY STRUCTURES OR IMPROVEMENTS, AND IS RESTRICTED AGAINST DEVELOPMENT FOR FUTURE ROAD ACCESS."

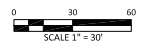
IN TESTIMONY WHEREOF, Bayway Homes, Inc. has caused these presents to be signed by Jon Skeele, President, thereunto authorized, attested by its Development Coordinator, Charles Anders, and its common seal hereunto affixed by this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jon Skeele, President Bayway Homes, Inc.  
 Attest:  
 Charles Anders, Development Coordinator

Owner/ Developer  
**BAYWAY HOMES, INC.**  
 P.O. BOX 1274  
 Friendswood, Tx. 77546  
 Tel: (281) 648-2425

SURVEYOR  
**Ellis Surveying Services**  
 2383 25th Avenue North  
 Texas City, TX 77590  
 Tel: (409) 938-8700  
 Texas Firm Reg. No. 100340-00

**SYLVAN BEACH ENCLAVE PHASE TWO**  
 BEING A  
**2.5519 ACRE RESIDENTIAL TRACT**  
 CONTAINING  
**28 LOTS, 1 BLOCK**  
 AND BEING  
 ALL OF BLOCK 1159, OF THE TOWN OF LA PORTE, A  
 SUBDIVISION RECORDED IN VOLUME 60, PAGE 112, OF  
 THE DEED RECORDS OF HARRIS COUNTY, TEXAS, AND THE  
 ABANDONED 40' OF EAST "L" STREET  
 CITY OF LA PORTE, HARRIS COUNTY, TEXAS  
 JAN. 21, 2021



I, Tenechia Hudspeth, Clerk of the County of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and in film code number \_\_\_\_\_ of the Map Records of Harris County for said County.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

By: \_\_\_\_\_ Deputy  
 Tenechia Hudspeth  
 Clerk of the County Court  
 Harris County, Texas

This is to certify that Bayway Homes Inc., owner or authorized agent of the owner of the land being platted or subdivided known as Sylvan Beach Enclave, Phase Two, approved by the La Porte City Planning and Zoning Commission, authorized Diane Trautman, County Clerk of Harris County or his authorized Deputy to return the original recorded map or plat of said subdivision only to the Director of the City of La Porte's Planning Department or to his authorized representative, who shall file such original recorded map or plat in the permanent records of that Department.

Signature \_\_\_\_\_  
 Director, Planning Department

Signature \_\_\_\_\_  
 Jon Skeele, President Bayway Homes, Inc.

This is to certify that I, Robert D. Ellis, a registered professional land surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground, that all block corners, angle points, and points of curve are properly marked, and that this plat correctly represents that survey made by me.

Preliminary: This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

Robert D. Ellis  
 Tx. Reg. No. 4006

**EXHIBIT B**  
**PROJECT COSTS**

[See attached]



Sylvan Beach Enclave  
City of La Porte TIRZ Costs  
8/1/2022

Land Development	
Water	99,463.00
Sewer	91,099.00
Storm	103,234.20
Paving	228,106.20
Performance Bond	9,700.00
Concrete Fence	30,000.00
Cost of Land dedicated to the City of La Porte for public improvements	<u>\$63,528.46</u>
Total Land Development	\$625,130.86
Professional	
Permits	1,100.00
Surveying/Platting	13,796.00
Environmental	4,150.00
Engineering	<u>37,727.13</u>
Total Professional	\$56,773.13
Total Land Development and Professional	<u>\$681,903.99</u>

## EXHIBIT C

### CERTIFICATE OF ADVANCE

This Certificate is issued under that certain Development Agreement (the “Development Agreement”), by and among, the La Porte Redevelopment Authority (the “Authority”), Reinvestment Zone Number One, City of La Porte, Texas, and BAYWAY HOMES, INC. (the “Developer”), dated \_\_\_\_\_, 2022. Capitalized terms used in this Certificate shall have the meaning provided for in the Development Agreement.

This Certificate evidences a Developer Advance under the Development Agreement in the amount of \$\_\_\_\_\_ for the [describe the project category and nature of work completed].

Interest on the Developer Advance evidenced by this Certificate shall accrue at the rate and for the period described in 6.1(B) of the Development Agreement and shall be payable in accordance with the Development Agreement.

By Developer’s execution of this Certificate, Developer represents that it has made the expenditures and completed the work described in this Certificate. Copies of the relevant invoices and other appropriate documentation are attached to this Certificate.

By the Authority’s execution of this Certificate, the Authority indicates its approval of the expenditures and work described in this Certificate and its approval of the matters set forth in this Certificate and recognizes its obligation to repay such Developer Advance together with interest pursuant to the Development Agreement.

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LA PORTE REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chair, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary, Board of Directors

THE STATE OF TEXAS           §

§

COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for The State of Texas

(SEAL)

**REINVESTMENT ZONE NUMBER ONE,  
CITY OF LA PORTE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary, Board of Directors

THE STATE OF TEXAS            §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for The State of Texas

(SEAL)

**BAYWAY HOMES, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for The State of Texas

(SEAL)

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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4. Receive update from Gauge Engineering on M Street.

**PROGRESS REPORT**  
**NOVEMBER 2022**  
LA PORTE TIRZ 1



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**TASK ORDER #2: M STREET DRAINAGE ANALYSIS AND DESIGN**

**Activities This Period:**

- Kicked off drainage analysis work
- Began drainage analysis
  - Compiling and reviewing data
  - Began evaluating drainage area maps
- Issued sub-consultant agreements

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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5. Consider approval or other action regarding authority invoices.



**LA PORTE OPERATING ACCOUNT -- FY 2021-22**

<b>REVENUES</b>		<b>Amt</b>	<b>Total</b>
10/29/2021	interest deposit	\$ 75.79	
11/30/2021	Interest deposit	\$ 83.63	
12/31/2021	Interest deposit	\$ 80.98	
1/31/2022	Interest deposit	\$ 80.91	
2/28/2022	Interest deposit	\$ 72.89	
3/31/2022	Interest deposit	\$ 80.70	
4/29/2022	Interest deposit	\$ 75.46	
5/11/2022	Xfr, City of La Porte 1309900759	\$ 2,179,463.00	
5/31/2022	Interest deposit	\$ 95.71	
6/30/2022	Interest deposit	\$ 95.87	
7/20/2022	Xfr, City of La Porte 20220720000040184	\$ 2,980,847.01	
7/29/2022	interest deposit	\$ 100.78	
8/9/2022	Xfr, City of La Porte 2022080900002922	\$ 1,086,740.00	
8/31/2022	interest deposit	\$ 138.44	
9/30/2022	interest deposit	\$ 387.15	
10/11/2022	Sweep transfer credit	\$ 1,999.00	
10/26/2022	Sweep transfer credit	\$ 2,117.75	
10/31/2022	interest deposit	\$ 165.33	
	<b>Total, Revenues</b>		\$ 6,252,700.40

**EXPENSES**

**LESS: CHECKS CLEARED**

12/15/2021	#0187 Senior Associates	developer reimbursement	\$ 9,780.68	
1/14/2022	#0171 Senior Associates (VOID lost check)	developer reimbursement	\$ -	
1/15/2022	#0191 J. Morales, Inc (VOID - recording mistake)	Inv. 20675	\$ -	
1/15/2022	#0190 Hunton Andrews Kurth	inv 131783338, 131783941	\$ 2,794.50	
1/15/2022	#0192 McCall Gibson Swedlund Barfoot PLLC	Audit, interim billing	\$ 7,500.00	
1/15/2022	#0193 Hawes Hill & Associates LLP	Inv 234 & 1017	\$ 8,000.00	
2/1/2022	#0194 Senior Associates	developer reimbursement	\$ 10,547.59	
4/13/2022	#0195 Hunton Andrews Kurth	Inv 131788037	\$ 244.80	
4/13/2022	#0196 McCall Gibson Swedlund Barfoot PLLC	AUP report	\$ 4,300.00	
4/13/2022	#0196 McCall Gibson Swedlund Barfoot PLLC	audit balance due	\$ 1,700.00	
4/13/2022	#0197 Hawes Hill & Associates LLP	INV 1131 Jan-Feb 2022	\$ 4,000.00	
1/13/2022	#0197 Hawes Hill & Associates LLP	INV 1157 Mar-Apr 2022	\$ 4,000.00	
5/19/2022	#0198 Hawes Hill & Associates LLP	INV 1196	\$ 2,000.00	
7/7/2022	#0199 McCall Gibson Swedlund Barfoot PLLC	AUP - Jabez LB1 LLC	\$ 6,000.00	
7/6/2022	#0200 J. Morales, Inc.	Inv 20934	\$ 2,400.00	
7/1/2022	#0201 Hawes Hill & Associates LLP	Inv 1226	\$ 2,092.01	
7/28/2022	#0208 Hawes Hill & Associates LLP	Inv 1261	\$ 2,024.23	
8/3/2022	#0202 check spoiled	VOID	\$ -	
8/3/2022	#0203 65 La Porte - VOID wrong payee	developer reimbursement	\$ -	
8/23/2022	#0205 Senior Associates	developer reimbursement	\$ 9,781.10	
8/18/2022	#0207 Hawthorne at La Porte	developer reimbursement	\$ 159,097.24	
8/31/2022	#0209 Dr. Malladi S. Reddy (65 La Porte)	developer reimbursement	\$ 288,648.62	
8/3/2022	#0204 Beazer Homes Texas LP	check lost/voided	\$ -	
9/1/2022	#0206 Jabez La Porte	developer reimbursement	\$ 45,701.87	
9/29/2022	#0210 City of La Porte	admin fee Inv ARO09880	\$ 108,973.15	
9/29/2022	#0211 Gauge Engineering	Inv 2027	\$ 2,855.00	
9/30/2022	#0213 Hawes Hill & Associates LLP	Inv 1311, 1344, 1369	\$ 19,136.42	
10/11/2022	#0212 Hunton Andrews Kurth	Inv 131793646	\$ 1,999.50	
10/26/2022	#0215 Hawes Hill & Associates, LLP	Inv 1380	\$ 2,117.75	
	<b>Total, Checks Cleared</b>			\$ (705,694.46)

**LESS: BANK CHARGES**

5/11/2022	Wire transfer	service fee	\$ 15.00	
7/20/2022	Wire transfer	service fee	\$ 15.00	
8/9/2022	Wire transfer	service fee	\$ 15.00	
	<b>Total, Bank Charges</b>			\$ (45.00)

**LESS: OUTSTANDING CHECKS**

10/14/2022	#0214 Beazer Homes Texas LP	reissued (see lost check)	\$ 114,834.25	
	<b>Total, Outstanding Checks</b>			\$ (114,834.25)

**LESS: CHECKS FOR APPROVAL November 28, 2022**

11/28/2022	#0216 Hunton Andrews Kurth	Inv 131795801	\$ 1,796.00	
11/28/2022	#0217 Gauge Engineering	Inv 2068	\$ 7908.2	
11/28/2022	#0218 Hawes Hill & Associates LLP	Inv 1410	\$ 2,135.75	
	<b>Total, Checks for approval</b>			\$ (11,839.95)

**FY 2021-22 EOY Net Operating Gain(Loss)** \$ 5,420,286.74

**PLUS: Prior year fund balance** \$ 9,539,498.59

**TOTAL FUNDS AVAILABLE AS OF 11/28/2022** \$ 14,959,785.33

# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200

EIN 54-0572269

## INVOICE SUMMARY

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

FILE NUMBER: 011782.0000002  
INVOICE NUMBER: 131795801  
DATE: 10/28/2022

CLIENT NAME: Laporte, TX, City of  
BILLING ATTORNEY: MARK B ARNOLD

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending September 30, 2022 per the attached itemization:

## CURRENT INVOICE SUMMARY:

### RE: (Hunton # 011782.0000002) La Porte Development Agreement

Current Fees:	\$ 1,995.00
Less Discount (10.00%):	(199.50)
Net Fees:	<u>\$ 1,795.50</u>
Current Charges:	0.00
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 1,795.50</b>

## OUTSTANDING INVOICE SUMMARY (FOR MATTER(S) ON THIS INVOICE):

INVOICE	MATTER #	DATE	BALANCE
131793646	0000002	08/22/2022	0.50

Outstanding Balance (for matter(s) on this invoice): 0.50

**TOTAL AMOUNT DUE (including Current Invoice Amount Due): 1,796.00**

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:  
HUNTON ANDREWS KURTH LLP  
PO BOX 405759  
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:  
Bank: Truist Bank, Richmond, VA  
Account Name: Hunton Andrews Kurth LLP Operating  
Account Number: 001458094  
ABA Transit: 061000104  
Swift Code (International): SNTRUS3A  
Information with Wire: File: 011782.0000002, Inv: 131795801, Date: 10/28/2022

# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200

EIN 54-0572269

## INVOICE DETAIL

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

FILE NUMBER: 011782.0000002  
INVOICE NUMBER: 131795801  
DATE: 10/28/2022

CLIENT NAME: Laporte, TX, City of

BILLING ATTORNEY: MARK B ARNOLD

**RE: (Hunton # 011782.0000002) La Porte Development Agreement**

### FOR PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2022:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
09/27/2022	M B ARNOLD	Prepare for and participate in Board meeting.	1.90	1,995.00
<b>TOTALS</b>			<b>1.90</b>	<b>1,995.00</b>

### TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
M B ARNOLD	Partner	1.90	1,050.00	1,995.00
<b>TOTAL FEES (\$)</b>				<b>1,995.00</b>

### INVOICE SUMMARY:

Current Fees:	\$ 1,995.00
Less Discount (10.00%):	(199.50)
Net Fees:	\$ 1,795.50
Current Charges:	0.00
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 1,795.50</b>

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



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

Invoice number 2068  
 Date 11/01/2022  
 Project 1192 M STREET IMPROVEMENTS -  
 DESIGN

Professional Services Provided Through October 28, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
<b>Drainage Study</b>	31,250.00	1.00	0.00	312.50	30,937.50	312.50
<b>Base Design Phase</b>	112,535.00	2.00	0.00	2,250.70	110,284.30	2,250.70
<b>Bid Phase</b>	6,420.00	0.00	0.00	0.00	6,420.00	0.00
<b>Topo Survey - Kuo</b>	23,820.50	0.00	0.00	0.00	23,820.50	0.00
<b>ESA-Cypress Env</b>	4,290.00	0.00	0.00	0.00	4,290.00	0.00
<b>Geotechnical-Terracon</b>	22,000.00	0.00	0.00	0.00	22,000.00	0.00
<b>Structural-SSH</b>	11,000.00	0.00	0.00	0.00	11,000.00	0.00
<b>Value Engineering</b>	5,345.00	100.00	0.00	5,345.00	0.00	5,345.00
<b>Expenses</b>	1,000.00	0.00	0.00	0.00	1,000.00	0.00
<b>Total</b>	<b>217,660.50</b>	<b>3.63</b>	<b>0.00</b>	<b>7,908.20</b>	<b>209,752.30</b>	<b>7,908.20</b>

Invoice total **7,908.20**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2068	11/01/2022	7,908.20	7,908.20				
	<b>Total</b>	<b>7,908.20</b>	<b>7,908.20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

*I certify the above to be true and correct*

Muhammad Ali, PE

**Please note new mailing address**

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



PO BOX 22167

Houston, TX 77227-2167

## INVOICE

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

INVOICE 1410  
DATE 11/01/2022

DESCRIPTION	AMOUNT
Professional Consulting and Administration Fee: October 2022	2,000.00
In-House Postage, Photocopies, Binding, Etc.: October 2022	87.00
Reimbursable Mileage, Parking, Tolls and Related Expenses, L. Clayton: October 2022	48.75
<hr/>	
BALANCE DUE	<b>\$2,135.75</b>

# LA PORTE RDA/TIRZ #1

## In-house Postage, Photocopies, Binding, etc.

### Postage

<u>Date</u>	<u>Amount</u>
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Total	\$ -
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### Photocopies @ \$0.15

<u>Date</u>	<u>Pages</u>	<u>Amount</u>
10/25/2022	480	\$ 72.00

Total	\$ 72.00
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### Color Photocopies @ \$0.50

	\$ -
	\$ -
Total	\$ -

### Binding sets @ \$1.00

<u>Date</u>	<u>Sets</u>	<u>Amount</u>
10/25/2022	15	\$ 15.00
Total		\$ 15.00

Total, all Items	
Postage	\$ -
Photocopies	\$ 72.00
Color Photocopies	\$ -
Binding sets	\$ 15.00
	\$ 87.00



LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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



LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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8. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
9. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney.