

Agendas and Agenda Materials
Meetings of the Boards of Directors

La Porte Redevelopment Authority



La Porte Tax Increment
Reinvestment Zone

May 24, 2007

4th Wed 27th
TT
02

LA PORTE REDEVELOPMENT AUTHORITY

STATE OF TEXAS)(

COUNTY OF HARRIS)(

CITY OF LA PORTE)(

NOTICE IS HEREBY GIVEN OF THE MEETING OF THE LA PORTE REDEVELOPMENT AUTHORITY TO BE HELD ON **MAY 24, 2007 AT 6:30 P.M.** AT LA PORTE RECREATIONAL AND FITNESS CENTER, 1322 SOUTH BROADWAY, LA PORTE, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

- 1✓ CALL TO ORDER – LINDSEY PFEIFFER, PRESIDENT
- 2✓ CONSIDER APPROVAL OF THE MINUTES OF THE FEBRUARY 28, 2007, BOARD OF DIRECTORS MEETING
- 3✓ CONSIDER APPROVAL OR OTHER ACTION REGARDING THE PUBLIC FUNDS DEPOSITOR COLLATERAL SECURITY AGREEMENT WITH AMEGY NATIONAL BANK ASSOCIATION
- 4✓ CONSIDER APPROVAL OR OTHER ACTION REGARDING A PROPOSAL BY HAWES HILL CALDERON LLP TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF THE LA PORTE REDEVELOPMENT AUTHORITY AND TAX INCREMENT REINVESTMENT ZONE
- 5✓ CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO PAY REQUESTS ON BEHALF OF THE PORT CROSSING TIRZ PROJECT.

A. PAY REQUEST NUMBER ONE IN THE AMOUNT OF \$6,090,116.79

B. PAY REQUEST NUMBER TWO IN THE AMOUNT OF \$2,892,333.90

- 6✓ CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO CHANGE ORDER NO. 1 IN THE AMOUNT OF \$334,707.40 TO THE ANGEL BROTHERS CONTRACT IN PORT CROSSING COMMERCE CENTER. THE CHANGE ORDER INCLUDES UPGRADES TO THE LIFT STATION, ADDING HEADWALLS IN LIEU OF RIP RAP, STORM SEWER PIPE ADJUSTMENTS, AND THE EXTENSION OF THE 12-INCH WATER MAIN
- 7✓ CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO EXHIBIT B TO TIRZ DEVELOPMENT AGREEMENT WITH PORT CROSSING AND AMEND DEVELOPMENT AGREEMENT TO REFLECT CHANGES
- 8✓ CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO PAY REQUESTS FOR THE LAKES OF FAIRMONT GREENS TIRZ PROJECT RELATED TO OFF SITE IMPROVEMENTS KNOWN AS THE SOUTH LA PORTE TRUNK SEWER PROJECT
 - A. PAY REQUEST NUMBER ONE
 - B. PAY REQUEST NUMBER TWO
 - C. PAY REQUEST NUMBER THREE
 - D. ENGINEERING AND PROFESSIONAL COSTS

*discussed on 9,000
\$ dual checks*

- ✓ 9. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO AN AGREEMENT BY AND BETWEEN THE CITY OF LA PORTE, TEXAS AND THE LA PORTE REDEVELOPMENT AUTHORITY FOR THE MANAGEMENT OF THE LA PORTE PUBLIC IMPROVEMENT DISTRICT NUMBER ONE
- ✓ 10. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO AUTHORITY INVOICES
11. STAFF REPORT AND UPDATES *Grabitz Spoke. Letter Corvette*
12. BOARD MEMBER COMMENTS *Agreements of Gretchen*
13. ADJOURNMENT

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

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

Martha A. Gillett, TRMC
City Secretary

Date Posted

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

2. Consider approval of the minutes of the February 28, 2007 board of directors meeting.

**La Porte Redevelopment Authority,
City of La Porte, Texas
Minutes of the Board Meeting
Held February 28, 2007**

1. CALL TO ORDER AND DETERMINATION OF A QUORUM

The Board of Directors of the La Porte Redevelopment Authority, City of La Porte, Texas, held a meeting, open to the public, on the 28th day of February 2007, and meeting was called to order at 6:31 p.m. in Council Chambers at the City Hall, 604 West Fairmont Parkway, La Porte, Texas 7751 and the roll was called of the duly appointed members of the Board, to wit:

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

and all of the above were present except Director Antone, Director Martin, and Director Meza, thus constituting a quorum. Also present at the meeting were John Joerns, David Hawes, Michael Dolby, and Russell Plank.

2. CONSIDER APPROVAL OF THE MINUTES OF THE NOVEMBER 29, 2006 BOARD OF DIRECTORS MEETING

Upon a motion duly made by Director Say and being seconded by Director Porter, the board unanimously approved the minutes of November 29, 2006

3. REVIEW AND CONSIDER APPROVAL OF ANNUAL AUDIT FOR LA PORTE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2006

Mr. Dolby reviewed the audit findings with the board. Upon a motion duly made by Director Pool and being seconded by Director Leopard, the board unanimously approved the audit report.

4. CONSIDER COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (THIS "ASSIGNMENT") MADE BY PORT CROSSING LAND, LP, A TEXAS LIMITED PARTNERSHIP ("ASSIGNOR"), IN FAVOR OF LASALLE BANK NATIONAL ASSOCIATION, A NATIONAL BANK ASSOCIATION ("ASSIGNEE")

Mr. Joerns and Mr. Hawes gave an overview of the Collateral Assignment Document. Upon a motion duly made by Director Say and being seconded by Director Turnquist, the board unanimously approved the collateral assignment agreement.

5. STAFF REPORT AND UPDATES

Mr. Joerns gave an overview of the discussed the current status of development within the zone boundaries.

6. BOARD MEMBER COMMENTS

There were no board comments

7. ADJOURNMENT

Upon a motion duly made by Director Porter and being seconded by Director Leopard, the board unanimously approved the motion to adjourn at 6:45 PM.

SIGNED: _____ ATTEST: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

3. Consider approval or other action regarding the public funds depositor collateral security agreement with Amegy National Bank Association.

AMENDED AND RESTATED
PUBLIC FUNDS DEPOSITOR
COLLATERAL SECURITY AGREEMENT

This Amended and Restated Public Funds Depositor Collateral Security Agreement (the "Agreement") is made and entered into as of the ___ day of May, 2007 by and between LA PORTE REDEVELOPMENT AUTHORITY (the "Depositor") and AMEGY BANK NATIONAL ASSOCIATION ("Bank"), and any prior Agreement between Depositor and Bank relative to the subject matter hereof is hereby terminated as of the date first written above.

RECITALS

Depositor, through action of its Board of Directors, has designated Bank as a depository for Depositor's funds. Funds on deposit with Bank to the credit of Depositor in excess of federal deposit insurance are required to be secured by eligible security as provided for by the Public Funds Collateral Act, V.T.C.A. Government Code Section 2257.001 et seq. (the "Public Funds Law"). Depositor and Bank understand and acknowledge that the amount of Depositor's uninsured deposits in Bank may vary substantially from time to time; that under the circumstances permitted herein, the Bank may release, add to or substitute for the securities pledged by Bank from time to time to secure such uninsured deposits of Depositor; and that it is the intent of the parties that this Agreement be renewed and extended upon and at the time of each permitted release, addition or substitution of collateral securities and thereafter remain in force and effect for the full term thereof until terminated in the manner set forth herein. In order to perfect Depositor's security interest in eligible securities pledged by Bank from time to time to secure such uninsured deposits, the Board of Directors of the Bank (the "Bank Board") has authorized the undersigned Bank officer to enter into this Agreement on behalf of Bank under the terms of which Bank will either (i) cause JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank) acting through its branch in Texas which has been designated by the Texas Comptroller as a Texas State Depository to hold the collateral assets in a custody account as bailee for the benefit of Depositor, or (ii) cause the Federal Reserve Bank to hold the collateral assets in a restricted securities account, joint safekeeping account or other similar account as custodian/bailee for the benefit of Depositor (JPMorgan Chase Bank, N.A. or the Federal Reserve Bank, as the case may be, hereinafter called the "Custodian").

The parties entered into a Public Funds Depositor Collateral Security Agreement dated as of [] (the "Original Agreement") and the parties desire to amend and restate the Original Agreement as provided herein for the purpose of permitting Depositor to designate Bank as its agent in issuing written consent to Custodian with respect to substitution of Collateral and release of excess Collateral.

AGREEMENT

Now, therefore, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. Grant of Security Interest. To secure the uninsured deposits maintained by Depositor with Bank from time to time, Bank hereby pledges and grants to Depositor a security interest in its Eligible Securities (as defined in the Public Funds Law) which are held, now or hereafter, by Custodian for the benefit of Depositor in accordance with the terms of this Agreement (the

"Collateral"). At all times during the term of this Agreement, the Collateral shall consist solely of the following:

- a) general obligations of the United States of America or its agencies or instrumentalities backed by its full faith and credit;
- b) direct obligations of the State of Texas or Texas State agencies and instrumentalities;
- c) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States of America, the underlying security for which is guaranteed by an agency or instrumentality of the United States of America;
- d) other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States of America or their respective agencies and instrumentalities;
- e) obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- f) fixed-rate collateralized mortgage obligations that have an expected weighted average life of 10 years or less and which do not constitute a high-risk mortgage security as defined in the Public Funds Law; and
- g) floating-rate collateralized mortgage obligations that do not constitute a high-risk mortgage security as defined in the Public Funds Law.

Bank shall cause Custodian to accept and hold the Collateral as bailee and/or custodian for Depositor to secure Bank's obligation to repay the deposits.

2. Receipts. The Collateral held by Custodian for the benefit of Depositor, as of the effective date of this Agreement, has been described on Trust Receipts (as defined in the Public Funds Law) issued by Custodian, copies of which Custodian has forwarded to Depositor, and such current Collateral is described on Exhibit "A" attached hereto and made a part hereof for all purposes. With respect to additional or substitute Collateral hereafter delivered by Bank to Custodian to hold for the benefit of Depositor, or any releases of securities previously held as Collateral ("Releases"), as contemplated by this Agreement, Bank shall cause Custodian to issue Trust Receipts or Releases describing such additional or substitute Collateral or released securities and promptly forward copies of same to Depositor. Such Trust Receipts and Releases which are furnished to Depositor by Custodian from time to time shall be deemed a part of this Agreement without further action on the part of any party hereto, and this Agreement shall apply to such released, additional or substitute Collateral to the same extent as if it were described on Exhibit "A" attached hereto. If the Custodian is the Federal Reserve Bank, such Trust Receipts or Releases will consist of a written confirmation (the "Advice"). Such Advice shall be subject to the terms and conditions of all applicable regulations, operating circulars, bulletins and policies of the Federal Reserve Bank, including the terms and conditions of any applicable forms or agreements, as may now exist or hereafter be enacted, promulgated or issued by the Federal Reserve Bank (collectively "Applicable Regulations"). Upon request of Depositor, Bank agrees to provide or cause Custodian to provide a then-current list of all Collateral pledged by Bank to secure Depositor's funds to update Exhibit "A" to this Agreement.

3. Required Collateral Value. Bank agrees with Depositor that the total market value of the Collateral securing uninsured deposits maintained by Depositor with Bank will at all times during the term of the Agreement be not less than one hundred ten percent (110%) of the amount of such uninsured deposits (the "Required Collateral Value"). To insure that the Required Collateral Value is maintained, Bank will redetermine, on a daily basis, the amount of Depositor's uninsured deposits (taking into account that day's deposits, accrued interest, disbursements and withdrawals) held by Bank and (using the most recently determined market value of the Collateral) promptly add any additional Collateral which may be necessary to maintain the Required Collateral Value by either (i) depositing with Custodian for the purposes of this Agreement any additional Collateral or (ii) if the Custodian is the Federal Reserve Bank, transferring additional Collateral to a restricted securities account, joint safekeeping account or other similar account maintained by the Federal Reserve Bank. Determination of the market value of Collateral will be calculated monthly or more frequently on Depositor's request; provided, however, the foregoing shall not relieve Bank of its obligation to fully collateralize at all times the Depositor's uninsured deposits with Bank. If upon such monthly determination of the Collateral's market value, the Required Collateral Value is not then maintained, Bank will promptly deposit with Custodian for the purposes of this Agreement additional Collateral necessary to maintain the Required Collateral Value.

4. Release of Collateral. Custodian shall not release any part of the Collateral without Depositor's written authorization, except under the circumstances described in Sections 5 (Substitution of Collateral) or 6 (Excess Collateral) of this Agreement. Depositor's authorization to Custodian to release from the Collateral only designated Eligible Securities shall terminate the security interest granted by Bank in this Agreement only with respect to such designated Eligible Securities. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the release of Collateral.

5. Substitution of Collateral. It is hereby agreed that upon obtaining the prior written consent of the Depositor, which consent shall not be unreasonably withheld, substitutions of the Collateral held hereunder may be made at any time so long as the fair market value of the Eligible Securities being substituted is at least equal to the fair market value of the Eligible Securities being removed. Bank shall send written request to Depositor with respect to each substitution of Collateral 15 days in advance thereof. Such written request shall contain, at a minimum, a description of the amount and type of Collateral subject to substitution and the amount and type of substituted Collateral. Bank shall be deemed as Depositor's agent and is authorized to provide written consent to Custodian on behalf of Depositor regarding the request for substitution of Collateral, provided no written objection from Depositor was received by the Bank regarding such request during the 15-day period. Upon receipt of any such written objection from Depositor, Bank shall immediately forward such written objection to Custodian. The Custodian at no time has any duty or responsibility for determining (i) the value of securities and (ii) whether the securities received for deposit qualify as Eligible Securities. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the substitution of Collateral.

6. Excess Collateral. At such times as the aggregate market value of the Collateral held by Custodian exceeds the Required Collateral Value, Depositor, upon request by Bank, shall authorize Custodian to permit Bank to release the excess portion of the Collateral. Bank shall send written request to Depositor with respect to each release of excess Collateral 15 days in advance thereof.

Such written request shall contain, at a minimum, a description of the amount and type of excess Collateral and the amount and type of Collateral remaining after the release of excess Collateral. Bank shall be deemed as Depositor's agent and is authorized to provide written consent to Custodian on behalf of Depositor regarding the request for release of excess Collateral, provided no written objection from Depositor was received by Bank regarding such request during the 15-day period. Upon receipt of any such written objection from Depositor, Bank shall immediately forward such written objection to Custodian. Custodian shall have no further liability to Depositor with respect to those Eligible Securities released upon Depositor's authorization. The Custodian at no time has any duty or responsibility for determining that the value of Collateral is equal in value to or in excess of the Required Collateral Value.

7. Additional Collateral. If at any time the aggregate market value of Collateral held by Custodian is less than the Required Collateral Value, Bank shall immediately upon learning of such circumstance, and without further action by Depositor, promptly either (i) deposit with Custodian sufficient additional Eligible Securities of the type specified in Section 1 as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value, or (ii) transfer additional Eligible Securities of the type specified in Section 1 to the restricted securities account, joint safekeeping account or other similar account maintained by the Federal Reserve Bank as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value and cause the Federal Reserve Bank to issue a corresponding Advice (and Bank will deposit with the Federal Reserve Bank additional Eligible Securities if and to the extent necessary to fulfill its obligations under this Agreement).

8. Earnings and Payments on Collateral. Bank shall be entitled to the interest income and earnings paid on the Collateral and Custodian may dispose of such interest income and earnings as directed by Bank without approval of Depositor, so long as Depositor has not notified Custodian of Bank's default under this Agreement. Bank shall be entitled to any principal payment or prepayment of the Collateral and Custodian may dispose of such principal payment or prepayment as directed by Bank without approval of Depositor, so long as (i) the Custodian has received a written accounting from the Bank indicating that the Required Collateral Value will be maintained after deducting from the market value of the Collateral (determined no more than four (4) days prior to such payment date) the amount of such principal payment or prepayment and (ii) Depositor has not notified Custodian of Bank's default under this Agreement. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the disposition of interest earnings and principal payments on the Collateral.

9. Default and Remedies. If Bank fails at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit or becomes insolvent or materially breaches its contract with Depositor, a default shall exist under this Agreement and Depositor shall give written notice of such default to Bank, and Bank shall have ten (10) days to cure same. In the event Bank fails to do so, it shall be the duty of Custodian, upon written demand of Depositor, to surrender or transfer the Collateral to Depositor or Depositor's nominee and Bank hereby irrevocably authorizes Custodian to surrender or transfer the Collateral upon the conditions herein specified. Depositor may sell all or any part of such Collateral in a commercially reasonable manner and out of the proceeds of the Collateral may pay Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency sale. Depositor shall account to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Such sale may be either at public or private sale; provided, however, Depositor shall give Bank ten (10) days'

written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder for cash. Depositor and Bank shall have the right to bid at such sale. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the Depositor's exercise of remedies against the Collateral.

10. Authorization and Records. The Bank Board has authorized the pledge of Bank assets to collateralize uninsured deposits maintained by Depositor pursuant to resolutions substantially in the form of Annex I attached to the form of Resolution Certificate and Certificate of Incumbency attached hereto as Exhibit "B" (the "Resolution Certificate"), and has authorized the undersigned Bank officer to enter into, execute and deliver to Depositor this Agreement on behalf of Bank and to take all action which may be necessary or appropriate to create and perfect the security interest in the Collateral contemplated hereunder. Bank shall deliver to Depositor a fully executed Resolution Certificate as a condition precedent to the effectiveness of this Agreement and shall advise Depositor immediately of any revocation, amendment or modification thereof. Bank shall maintain this Agreement, its copies of all Trust Receipts, Releases and Advices, and the Resolution Certificate among its official records continuously until such time as this Agreement is terminated and all uninsured deposits of Depositor have been properly and fully paid out. This Agreement may be executed in one or more counterparts, each of which shall be an original.

11. Authorized Representative; Depositor Agreements. The Depositor hereby confirms that it has previously authorized its Investment Officer, Bookkeeper and/or Tax Assessor-Collector to execute this Agreement and any documentation required in connection therewith, including specifically pursuant to the Applicable Regulations and documentation related thereto, and to represent it and act on its behalf in any and all matters of every kind arising under this Agreement. During the term of this Agreement, the Depositor may further designate an additional officer or officers to singly or jointly represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement and, in such event, shall provide written notice thereof to Bank. In the event of any conflict between the provisions of this Agreement and any other agreement between the Depositor and the Bank relating to the deposits, this Agreement will control, unless the conflict is with the Applicable Regulations, in which event the Applicable Regulations will control. Subject to the provisions of Section 5 (Substitution of Collateral) hereof, Bank and Depositor specifically agree that Depositor's prior approval is required for any par-for-par Collateral substitutions.

12. Custodian as Bailee. Custodian will promptly identify the pledge by Bank to Depositor of the Collateral on the Custodian's books and records and any additional or substitute Collateral and issue to Bank and Depositor Trust Receipts covering the Collateral. Similarly, Custodian will promptly remove from its books and records any securities released from the pledge by Bank in compliance with the terms of this Agreement and issue to Bank and Depositor appropriate Releases identifying the released securities. Custodian acknowledges that it is the bailee of Depositor for purposes of Section 2257.044 of the Public Funds Law, and its custodial capacity is deemed to be set forth on any Trust Receipt delivered to Bank and Depositor, whether such capacity is expressly so noted or not. If the Custodian is the Federal Reserve Bank, this section shall not apply, but Bank acknowledges the provisions of the Applicable Regulations which provide that the Federal Reserve Bank is acting as custodian/bailee; that the Collateral identified on the Advice is subject to the custodial provisions of the Applicable Regulations; and that the disposition thereof is subject to Depositor's approval.

13. Indemnification of Custodian. (a) Bank agrees to indemnify and hold Custodian and its directors, officers, agents and employees (collectively the "Indemnitees") harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket and incidental expenses and legal fees (collectively "Losses") that may be imposed on, incurred by, or asserted against, the Indemnitees or any of them for following any instructions or other directions upon which Custodian is authorized to rely pursuant to the terms of this Agreement.

(b) In addition to and not in limitation of paragraph (a) immediately above, Bank also agrees to indemnify and hold the Indemnitees and each of them harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnitees or any of them in connection with or arising out of the Custodian's performance under this Agreement, provided the Indemnitees have not acted with gross negligence or engaged in willful misconduct.

(c) The foregoing indemnifications shall survive any termination of this Agreement

14. Financial Condition. Bank will provide a statement of its financial position to the Depositor on at least a quarterly basis. Bank will provide to the Depositor an annual statement audited by its outside auditors including a statement by its outside auditors as to its "fair presentation."

15. Amendment, Modification, Renewal. Each permitted release of previously pledged Collateral and each addition to or permitted substitution for Collateral shall be deemed and considered, without further action by Bank or Depositor, as an amendment to Exhibit "A" attached hereto and a contemporaneous renewal and extension of this Agreement for the term hereinafter stated upon the same terms and containing the same provisions as set forth herein, except as the Collateral subject to this Agreement may be modified or amended thereby; provided, however, that any such renewal and extension shall not affect any transaction entered into prior to such renewal and extension until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral then in Custodian's possession. Otherwise, this Agreement may not be amended or modified except by mutual written agreement of the parties hereto.

16. Term. Unless sooner terminated as hereinafter provided, the term of this Agreement, and any renewal or extension hereof resulting from any release, addition to or substitution of securities pledged as Collateral hereunder, shall commence on the date of this Agreement, or the date of such release, addition or substitution, and continue for a term of ten (10) years.

17. Termination. Either Depositor or Bank may terminate this Agreement prior to the expiration of the term hereof upon thirty (30) days' advance written notice to the other or by entering into a new Public Funds Depositor Collateral Security Agreement which is intended to supercede and replace this Agreement; provided, however, that the terms of this Agreement shall continue to apply to all transactions entered into prior to such termination and until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral then in Custodian's possession.

18. Custodian Fees. Any and all fees associated with the Custodian's holding of Collateral for the benefit of the Depositor will be paid by Bank and the Depositor will have no liability therefore.

19. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means (acceptable to Custodian, if to Custodian) and affirmative confirmation of error free receipt is received, or after being sent and received by certified or registered United States mail, return receipt requested, postage prepaid:

If to the Custodian:

JPMORGAN CHASE BANK, N.A.

Attention: _____
Telephone: _____
Telecopier: _____

If to Bank:

AMEGY BANK NATIONAL ASSOCIATION

Attention: _____
Telephone: _____
Telecopier: _____

If to Depositor:

LA PORTE REDEVELOPMENT AUTHORITY
c/o City of La Porte
604 West Fairmont Parkway
La Porte, Texas 77571
Attn: John Joerns
Fax: (281) 471-2047

With a copy to:

Hawes Hill Calderon LLP
2500 Tanglewilde, Suite 260
Houston, Texas 77063
Attn: David Hawes
Tel: (713) 541-0447
Fax: (713) 541-9906

[signature page follows]

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

DEPOSITOR:

LA PORTE REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

BANK:

AMEGY BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

The Custodian, if other than the Federal Reserve Bank, joins in the execution of this Agreement for purposes of Sections 8, 9 and 12, and if the Custodian is the Federal Reserve Bank, such joinder is to be evidenced as set forth in the Applicable Regulations, the Advice and any documentation related thereto.

CUSTODIAN:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Description of Eligible Securities Pledged

- (i) General obligations of the United States of America or its agencies or instrumentalities backed by its full faith and credit.
- (ii) Direct obligations of the State of Texas or Texas State agencies.
- (iii) Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States of America; the underlying security for which is guaranteed by an agency or instrumentality of the United States of America.
- (iv) Other obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas on the United States of America or their respective agencies and instrumentalities.

EXHIBIT "B"

RESOLUTION CERTIFICATE AND CERTIFICATE OF INCUMBENCY
OF AMEGY BANK NATIONAL ASSOCIATION (the "BANK")

The undersigned hereby certifies as follows:

1. I am the officer of the Bank holding the title designated on the signature line of this Certificate.
2. Attached hereto as Annex I is a full, true and correct copy of resolutions (the "Resolutions") duly adopted by the Board of Directors of the Bank in conformity with the Articles of Association and By-laws of the Bank and in accordance with the laws of the State of Texas.
3. The Resolutions have not been amended, modified or rescinded, and are in full force and effect on the date hereof.
4. The Bank is duly organized and existing under the laws of the United States of America.
5. All franchise and other taxes required to maintain the Bank's existence have been paid and none of such taxes are delinquent.
6. No proceedings are pending for the forfeiture of the Bank's authority to do business or for its dissolution, voluntarily or involuntarily.
7. The Bank is qualified to do business in each state where the nature of its business requires such qualification.
8. There is no provision in the Articles of Association, Bylaws or any other agreement, indenture or contract to which the Bank or its property is subject which limits the Resolutions, and the Resolutions are in conformity with the provision of the Bank's Articles of Association and By-laws and with proceedings of the Board of Directors.
9. This resolution is made in order to comply with requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended, and 12 U.S.C. 1823(e), and shall constitute a business record of the Bank and shall be continuously maintained in the official business records of Bank.
10. The undersigned officers have been duly elected to the positions set opposite their respective names below and are qualified to act in the present capacities in which they sign for the Bank.
11. The signatures appearing opposite each of the undersigned officers is his or her authentic signature and each of the undersigned holds the office designated for the same.

Name

Office

Signature

EXECUTED the __ day of _____, 200[].

Name: _____

Title: _____

ANNEX I

RESOLUTIONS

RESOLVED, that this Bank shall secure all deposits of LA PORTE REDEVELOPMENT AUTHORITY (the "Depositor") in excess of amounts insured by the Federal Deposit Insurance Corporation ("Excess Funds") on deposit with the Bank at any time in whatever amount; and further

RESOLVED, in regard to the above referenced deposits, that the Chairman of the Board of Directors, President, any Executive Vice President, any Vice President, any Assistant Vice President, or any other officer of the Bank is hereby authorized and directed to execute for and on behalf of the Bank the following documents, it being further agreed that the execution of any of the same prior to the adoption of these resolutions is hereby ratified, confirmed and adopted:

1. An Amended and Restated Public Funds Depositor Collateral Security Agreement (the "Collateral Security Agreement") in favor of the Depositor, covering the Collateral described therein;

2. Such other and further documents as may be deemed necessary or desirable by such officer or as required by the Depositor in regard to the securing of the Excess Funds; and further

RESOLVED, that the officers executing any of the above described documents are hereby authorized and empowered to do and perform any and all actions required by the terms and provisions of same to execute the same in the name and on behalf of the Bank, in such number of counterparts as the officer or officers executing the same shall deem necessary or desirable, with such terms, conditions, modifications, changes and provisions as the officer or officers executing the same may approve, the execution of such documents to evidence approval of the terms thereof conclusively; and further

RESOLVED, that any and all instruments executed and delivered on behalf of the Bank in connection with these resolutions by any person purporting to be an officer of the Bank shall be deemed to be the act of the Bank and shall be in all respects binding against the Bank; and further

RESOLVED, that all actions of all officers, agents or other representatives of the Bank taken or performed up to the date hereof in respect to the preparation, execution and delivery of the documents, certificates or other instruments contemplated hereby, and the taking prior to the date hereof of any and all actions otherwise required by the terms and provisions of the above referenced documents, be, and they hereby are, in all respects approved, ratified and confirmed; and further

RESOLVED, that this approval is intended to comply in all respects with the requirements of applicable statutory law relating to insurance of accounts including specifically, but without limitation, the requirements of 12 U.S.C.A. §§ 1821(d)(9)(A) and 1823(e); and further

RESOLVED, that any deposit agreements between Bank and Depositor and/or the Collateral Security Agreement are all intended to be, and shall be deemed to be, official records of the Bank; and further

RESOLVED, that any deposit agreements between Bank and Depositor, the Collateral Security Agreement and these Resolutions shall be continuously maintained in the business records of the Bank.

ADDENDUM (required)

Addendum to the AMENDED AND RESTATED PUBLIC FUNDS DEPOSITOR COLLATERAL SECURITIES AGREEMENT dated May __, 2007 (the "Agreement") by and between the parties shown below.

This addendum will be used to allow the authorized signor listed below to pledge or release collateral as described in and pursuant to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Authorization as of the __ day of May, 2007.

LA PORTE REDEVELOPMENT AUTHORITY, Depositor

By: _____

Title: _____

AMEGY BANK NATIONAL ASSOCIATION, Bank

By: _____

Title: _____

Accepted:

JPMORGAN CHASE BANK, N.A., Custodian

By: _____

Title: _____

Dated: _____

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

4. Consider approval or other action regarding a proposal by Hawes Hill Calderon LLP to provide professional services related to the administration of the La Porte Redevelopment Authority and Tax Increment Reinvestment Zone.

**AGREEMENT BY AND BETWEEN
LA PORTE REDEVELOPMENT AUTHORITY,
REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE,
AND HAWES HILL CALDERON LLP**

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

WITNESSETH:

WHEREAS, the Clients desire that the Contractor provide certain professional and administrative services;

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 Zone and Public Improvement District including the services described on Exhibit A, annexed 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 Client agrees to pay the Contractor a fixed fee of TWO THOUSAND DOLLARS (\$2,000.00) per month for project management services performed on behalf of the Clients and ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per meeting of the Board of Directors of the La Porte Redevelopment Authority and Reinvestment Zone Number One, City of La Porte, and ¼ of 1% of the par amount of each bond series issued, if any, for services performed in connection with issuance of bonds. 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 Calderon LLP* for the performance of the Services by the Contractor under this Agreement as set forth on Exhibit "B" 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.

to Add

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 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, Tax Increment Reinvestment Zones and Public Improvement Districts

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 Client and the Contractor as set forth on the signature page hereof and shall continue in force for a period of two (2) years from the date of execution, at which time this Agreement may be extended and the scope 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 sixty (60) 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 _____, 2007.

On Behalf of Reinvestment Zone Number One:

By: _____
Name: David W. Hawes, Managing Partner
Hawes Hill Calderon LLP

By: _____
Name: Chairman
Reinvestment Zone Number One
City of La Porte

ATTEST:

By: _____

Name: _____

Title: _____

And on Behalf of La Porte Place Redevelopment Authority:

By: _____
Name: David W. Hawes, Managing Partner
Hawes Hill Calderon LLP

By: _____
Name: Chairman
La Porte Redevelopment Authority

ATTEST:

By: _____

Name: _____

Title: _____

Exhibit "A"

Scope of Professional Consulting and Management Services

Hawes Hill Calderon, LLP, will provide the following services:

Professional Consulting and General Administration

- Assign principal consultant David Hawes as the Authority's Executive Director/Zone Administrator and lead consultant responsible for managing and directing all professional team services provided to and on behalf of the Authority and Zone and their respective Boards of Directors as well as to the Public Improvement District
- Provide full professional management, administrative and technical support services to the Authority, Zone and District
- 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

- Provide GIS and database management services as required
- Assist in the coordination, communication and interface between the Boards of Directors, government officials and employees, contractors, developers, property owners, residents, 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 Houston, and other regulatory bodies

Financial Administration

- Oversee all accounting and financial administration procedures of the Authority, Zone, and District
- 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
- Provide staff support to the Authority's Investment Officer, which includes the following:
 1. Maintain the Authority's compliance with the Public Funds Investment Act and Public Funds Collateral Act
 2. Prepare and submit required annual disclosure statements to the Texas Ethics Commission
 3. Compile and present information regarding investment opportunities that conform to the District's Investment Policy, Public Funds Investment Act and the Public Funds Collateral Act
 4. Prepare quarterly investment reports for the Investment Officer's certification and presentation to the Board of Directors

5. Provide the Investment Officer with information regarding required biannual training programs
6. Assist Investment Officer and Board of Directors in an annual review and revision of the District's Investment Policy
7. Arrange for Authority's independent audit, providing necessary information and documentation
8. Oversee the Clients' consultant responsible for tracking zone values to assure that Clients' receive all monies due
9. Coordinate and work with financial consultants, the City of La Porte, and others on preparation of documents, financial projections, and related information required to carry out bond sales

Contract Administration and Project Management

- Prepare requests for proposals 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

Bond Services

- Provide management oversight over the bond process
- Provide communications and technical support with regard to the production of bond documents.
- Interface with zone consultants, underwriters, rating agencies, and bond insurance companies with regard to the effective pricing and sale of contract revenue bonds
- Produce economic base data to support the sale of the bonds.

Exhibit "B"

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

Professional consulting and general administration	monthly fixed fee: \$2,000.00
• Board Development and Administration	bid as package
• Information and Communications Management	bid as package
• Financial Administration	bid as package
• Contract Administration and Project Management	bid as package
• Bond Services	¼ of 1% of the par amount of each bond series
Board meeting preparation, attendance and follow-up	\$1,500 per meeting
Out-of-pocket expenses including, without limitation, the following:	actual cost
• prints, photocopies, reproductions, graphics, art supplies	
• postage, deliveries	
• long distance telephone calls	
• posting, filing and submittal fees	
• publication of public notices	
• parking fees and tolls	
• travel, lodging and incidentals	

Automobile mileage directly attributable to this project shall be charged at the current rate allowable under Internal Revenue Service regulations.

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

5. Consider approval or other action with regard to pay requests on behalf of the Port Crossing TIRZ Project.

A. Pay Request Number One in the amount of \$6,090,116.79

continue to actual payment



ML REALTY
P A R T N E R S

March 20, 2007

Mr. John Joerns
La Porte Redevelopment Authority
c/o City of La Porte
604 West Fairmont Parkway
La Porte, TX. 77571

Re: TIRZ Draw for Port Crossing Land LP

Via: DHL

Dear John,

Please find enclosed the 1st TIRZ draw and General contractor statements and the sworn statements for Port Crossing Land LP for the period ending December 31, 2006.

Please let me know if you have any questions or concerns.

You can contact me at 630-250-2903, or by email at: mstudtmann@mlrealtypartners.com

Sincerely,

Mark Studtmann

cc: David Hawes, Russell Plank

Port Crossing TIRZ Improvements
Draw Request #1
For The Month Ending December 31, 2006

Line Item	CC #	GL #	Invoice #	Vendor Name	Amount	Totals
Land Costs	12225	1200		Land	2,300,000.00	<u>2,300,000.00</u>
Hard Costs						
Infrastructure Construction Cost	12400	1200	Estimate #1	Angel Brothers	195,268.50	
			Estimate #2	Angel Brothers	624,605.85	
			Estimate #3	Angel Brothers	2,131,144.11	<u>2,951,018.46</u>
Civil Engineering	24150	1200	13888	Goldston Engineering	128,482.70	
	24150	1200	13760	Goldston Engineering	12,236.25	
	24150	1200	13775	Goldston Engineering	25,275.22	
	24150	1200	13807	Goldston Engineering	9,072.09	
	24150	1200	13871	Goldston Engineering	32,340.17	
	12400	1200	14110	Goldston Engineering	317,593.57	
	12400	1200	267542	TEDSI	2,850.00	
	12400	1200	267635	TEDSI	5,700.00	<u>533,550.00</u>
Land Clearing	12350	1200	06-1009-05098	WT Byler	117,479.00	
	12350	1200	06-1009-05098	WT Byler	43,065.00	
						<u>160,544.00</u>
Interest Expense				May - December	145,004.33	
					-	<u>145,004.33</u>
				Total for Draw # 1		<u>\$6,090,116.79</u>

Port Crossing TIRZ Improvements
Draw Request #1
For The Month Ending December 31, 2006

<u>BUDGET CATEGORY</u>	<u>ORIGINAL BUDGET</u>	<u>SCOPE CHANGES</u>	<u>REALLOC.</u>	<u>REVISED BUDGET</u>	<u>PREVIOUS PAID</u>	<u>CURRENT REQUEST</u>	<u>TOTAL PAID TO DATE</u>	<u>BALANCE TO BECOME DUE</u>
<u>USES OF FUNDS</u>								
Land Cost	2,300,000.00	0.00	0.00	2,300,000.00	0.00	2,300,000.00	2,300,000.00	0.00
Infrastructure Constructure	7,723,000.00	0.00	0.00	7,723,000.00	0.00	2,951,018.46	2,951,018.46	4,771,981.54
Landscaping	300,000.00	0.00	0.00	300,000.00	0.00	0.00	0.00	300,000.00
Land Clearing	120,000.00	0.00	0.00	120,000.00	0.00	160,544.00	160,544.00	(40,544.00) ***
Civil Engineering	1,303,000.00	0.00	0.00	1,303,000.00	0.00	533,550.00	533,550.00	769,450.00
Interest Expense	0.00	145,004.33	0.00	145,004.33	0.00	145,004.33	145,004.33	0.00
TOTAL USES	11,746,000.00	145,004.33	0.00	11,891,004.33	0.00	6,090,116.79	6,090,116.79	5,800,887.54
<u>SOURCES OF FUNDS</u>								
TIRZ	11,746,000.00	145,004.33	0.00	11,891,004.33	0.00	6,090,116.79	6,090,116.79	5,800,887.54
TOTAL SOURCES	11,746,000.00	145,004.33	0.00	11,891,004.33	0.00	6,090,116.79	6,090,116.79	5,800,887.54
								0.00

Approved By _____

Date _____

*** Developers working on budget adjustments.

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

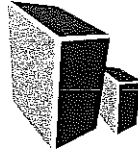
AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

5. Consider approval or other action with regard to pay requests on behalf of the Port Crossing TIRZ Project.

B. Pay Request Number Two in the amount of \$2,892,333.90

same: do actual pay.



ML REALTY
P A R T N E R S

April 16, 2007

Mr. John Joerns
La Porte Redevelopment Authority
c/o City of La Porte
604 West Fairmont Parkway
La Porte, TX. 77571

Re: TIRZ Draw for Port Crossing Land LP

Via: DHL

Dear John,

Please find enclosed the 2nd TIRZ draw and General contractor statements and the sworn statements for Port Crossing Land LP for the period ending March 31, 2007.

Please let me know if you have any questions or concerns.
You can contact me at 630-250-2903, or by email at: mstudtmann@mlrealtypartners.com

Sincerely,

Mark Studtmann

cc: David Hawes, Russell Plank

Port Crossing TIRZ Improvements
Draw Request #2
For The Month Ending March 31, 2007

[illegible]

**Port Crossing TIRZ Improvements
Draw Request #2
For The Month Ending March 31, 2007**

<u>BUDGET CATEGORY</u>	<u>ORIGINAL BUDGET</u>	<u>SCOPE CHANGES</u>	<u>REALLOC.</u>	<u>REVISED BUDGET</u>	<u>PREVIOUS PAID</u>	<u>CURRENT REQUEST</u>	<u>TOTAL PAID TO DATE</u>	<u>BALANCE TO BECOME DUE</u>
<u>USES OF FUNDS</u>								
Land Cost	2,300,000.00	0.00	0.00	2,300,000.00	2,300,000.00	0.00	2,300,000.00	0.00
Infrastructure Constructure	7,723,000.00	0.00	0.00	7,723,000.00	2,951,018.46	2,819,306.62	5,770,325.08	1,952,674.92
Landscaping	300,000.00	0.00	0.00	300,000.00	0.00	1,845.00	1,845.00	298,155.00
Land Clearing	120,000.00	0.00	0.00	120,000.00	160,544.00	0.00	160,544.00	(40,544.00) ***
Civil Engineering	1,303,000.00	0.00	0.00	1,303,000.00	533,550.00	1,214.00	534,764.00	768,236.00
Interest Expense	0.00	214,972.61	0.00	214,972.61	145,004.33	69,968.28	214,972.61	0.00
TOTAL USES	11,746,000.00	214,972.61	0.00	11,960,972.61	6,090,116.79	2,892,333.90	8,982,450.69	2,978,521.92
<u>SOURCES OF FUNDS</u>								
TIRZ	11,746,000.00	214,972.61	0.00	11,960,972.61	6,090,116.79	2,892,333.90	8,982,450.69	2,978,521.92
TOTAL SOURCES	11,746,000.00	214,972.61	0.00	11,960,972.61	6,090,116.79	2,892,333.90	8,982,450.69	2,978,521.92
								0.00

Approved By

Date

Patricia J. Hogue
4/13/07

*** Developers working on budget adjustments.

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

6. Consider approval or other action with regard to Change Order No. 1 in the amount of \$334,707.40 to the Angel Brothers contract in Port Crossing Commerce Center. The change order includes upgrades to the lift station, adding headwalls in lieu of rip rap, storm sewer pipe adjustments, and the extension of the 12-inch water main.

CHANGE ORDER REQUEST

REQUEST: #1

ABE JOB NO.

0624

PROJECT TITLE: PORT CROSSING

C.R. TITLE: City of La Porte, Harris Co., and TxDOT approved changes

CONTRACTOR: Angel Brothers Enterprises, Ltd.

Project Manager:

Kevin Guy

PHONE: 281.421.5721

FAX:

281.421.5796

OWNER: Port Crossing Land, L.P.

Project Manager:

Russell Plank

PHONE: 713.578.1234

FAX:

713.734.5544

ENGINEER: Goldston Engineering, Inc.

Project Manager:

Jason Eckert, P.E.

PHONE: 713.977.8291

FAX:

713.977.7466

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. _____

Specification Sec. _____

DWG. SHEET NO'S _____

Project Manual Sec. _____

Specification Sec. _____

DWG. SHEET NO'S _____

DESCRIPTION OF PROBLEM OR QUESTION:

Sketch Attached:

Yes

☐ No

Please see the attached breakdown reflecting the requested change order amount below.

DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL
Change Order Total per Attached Breakdown	1	LS	\$334,707.40	\$334,707.40

Total Addition to Contract

\$334,707.40**CHANGE IN THE PROJECT COST TO OWNER:**YES ☒

AMOUNT

\$334,707.40NO ☐**CHANGE IN THE PROJECT SCHEDULE?**YES ☐

DAYS

NO ☒

Kevin Guy

Kevin Guy

Project Manager

3/29/2007

SIGNATURE OF CONTRACTOR REPRESENTATIVE

PRINTED NAME

TITLE

DATE

APPROVED BY ENGINEER

PRINTED NAME

TITLE

DATE

ACCEPTED BY OWNER

PRINTED NAME

TITLE

DATE

BID ITEM	DESCRIPTION OF WORK	ORIGINAL					UNIT	UNIT PRICE	TOTAL	Totals
		CONTRACT QUANTITY	PLAN QUANTITY	ADD CHANGES	TOTAL QUANTITY	OVERRUN QUAN				
<u>Lift Station - City of La Porte (CLP)</u>										
59a	LIFT STATION & APPURTENANCES	0	0	1	1	1 LS	\$252,600.00	\$252,600.00		
43	6" Dia., 25' Deep Wet Well & Cover	1			0	-1 EA	\$155,000.00	-\$155,000.00		
49	Electrical Control System for Lift Station	1			0	-1 EA	\$22,000.00	-\$22,000.00		
50	Electrical Service Drops	1			0	-1 EA	\$1,100.00	-\$1,100.00		
51	Telephone Service Connect	1			0	-1 EA	\$300.00	-\$300.00		
52	6" DIP FJ	40			0	-40 LF	\$65.00	-\$2,600.00		
53	6" X 6" DIP Tee	2			0	-2 EA	\$200.00	-\$400.00		
54	Swing Arm Check Valve	2			0	-2 EA	\$925.00	-\$1,850.00		
55	6" 900 DIP Bend	4			0	-4 EA	\$150.00	-\$600.00		
56	6" 450 DIP Bend	2			0	-2 EA	\$150.00	-\$300.00		
57	DIP to PVC Trans Piece	4			0	-4 EA	\$200.00	-\$800.00		
58	Protective Coating for DIP Associated w/ Lift Station	130			0	-130 LF	\$29.00	-\$3,770.00		
								\$63,880.00		\$63,880.00
<u>Headwalls - Harris County & CLP</u>										
14b	Reinforced Concrete Headwalls (Wharton Weems @ Channel)	0	0	94	94	94 CY	\$1,000.00	\$94,000.00		
79d	Reinforced Concrete Headwalls (Export Drive @ Channel)	0	0	63	63	63 CY	\$1,000.00	\$63,000.00		
79b	Rip-Rap Associated with RCB Under Export Drive	165	0		0	-165 SY	\$44.00	-\$7,260.00		
								\$149,740.00		\$149,740.00
<u>SH 146 at W. Weems/Export - TxDOT</u>										
20	24" RCP Not Under Pavement	0	0	88	88	88 LF	\$51.50	\$4,532.00		
80a	18" RCP Not Under Pavement	0	0	40	40	40 LF	\$41.00	\$1,640.00		
								\$6,172.00		\$6,172.00
<u>24" RCP v. 18" RCP - Harris County</u>										
20	24" RCP Not Under Pavement	0	0	2544	2544	2544 LF	\$51.50	\$131,016.00		
80	24" RCP Not Under Pavement	0	0	386	386	386 LF	\$53.00	\$20,458.00		
20b	18" RCP Not Under Pavement	0	0	-2284	-2284	-2284 LF	\$41.00	-\$93,644.00		
80a	18" RCP Not Under Pavement	0	0	-316	-316	-316 LF	\$41.00	-\$12,956.00		
								\$44,874.00		\$44,874.00
<u>Extend 12-inch Watertline to McCabe Rd.</u>										
24	Flushing Valve & Assembly	0	0	6	6	6 EA	\$2,200.00	\$13,200.00		
25	12" Water Line Not Under Pavement	0	0	1500	1500	1500 LF	\$28.00	\$42,000.00		
								\$55,200.00		\$55,200.00
<u>Prep Work for Placement of Fill</u>										
2 & 3	4" Stripping of organic material per Testing Lab	0	0	5338	5338	5338 CY	\$2.30	\$12,277.40		
								\$12,277.40		\$12,277.40
<u>Relocate Gas Line on N. end of Powell (conflict w/ Utilities)</u>										
										\$2,584.00
TOTAL CHANGE ORDER #1 AMOUNT										\$334,707.40
<u>Original Contract Amount</u>										<u>\$6,327,063.10</u>
REVISED CONTRACT TOTAL										\$6,661,770.50

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

7. Consider approval or other action with regard to Exhibit B to TIRZ development agreement with Port Crossing and amend development agreement to reflect changes.

**Exhibit B
TIRZ Improvements**

TIRZ Amended Budget

	Current Cost Estimate for Approved TIRZ scope	Additional Scope Pending Approval	Phase II Estimated Costs	Total Estimated Costs
Current Bid (less Export Dr.)/Original Contract	\$ 6,004,327.00			
<u>Change Order No. 1:</u>				
Lift Station Upgrades per Harris County/La Porte	\$ 63,880.00			
Headwalls for Drainage Channel @ Export & Weems Crossings	\$ 149,740.00			
Storm sewer revisions @ Hwy 146/Weems Intersection per TxDOT	\$ 6,172.00			
Increase size of storm sewer laterals from 18" to 24" per Harris County	\$ 44,874.00			
Watermain extension @south Powell	\$ 55,200.00			
Gas Line Relocation & Prep for Fill Placement	\$ 14,841.40			
Subtotal - Change Order No. 1	\$ 334,707.40			
Current Construction Estimated Cost @ Completion	\$ 6,339,034.40			\$ 6,339,034.40
Additional Scope Pending Approval				
Export Drive (Stabilization, Paving and Sidewalks)		\$ 322,776.00		\$ 322,776.00
Deceleration Lane @ Weems & Hwy 146		\$ 30,000.00		\$ 30,000.00
Projected Phase II Scope				
Powell Road Widening to Five Lanes			\$ 530,000.00	
Wharton Weems Blvd. Widening to Five Lanes			\$ 200,000.00	
McCabe Rd. Improvements			\$ 225,000.00	
West M Street Improvements			\$ 75,000.00	
Off-site Sanitary Sewer Extension			\$ 66,000.00	
Subtotal - Projected Phase II Scope			\$ 1,096,000.00	\$ 1,096,000.00
Engineering & Contingencies				
Goldston Engineering Original Contract	\$ 525,000.00			
Goldston Engineering Change Orders (Submittal Review/Plat Revisions)	\$ 12,500.00			
TEDSI Traffic Study	\$ 9,500.00			
Smith-Chern Soil Borings	\$ 36,500.00			
Coastal Testing - Materials Testing	\$ 54,070.00			
Contingencies	\$ 100,000.00	\$ 50,000.00		
Current Estimated Engineering and Contingencies	\$ 737,570.00	\$ 50,000.00		\$ 787,570.00
Engineering & Contingencies for Projected Phase II Scope			\$ 164,400.00	\$ 164,400.00
Land Acquisition	\$ 2,300,000.00		\$ -	\$ 2,300,000.00
Clearing	\$ 120,000.00	\$ 41,000.00	\$ 10,000.00	\$ 171,000.00
Landscaping (Phase II includes landscaping along 146)	\$ 300,000.00	\$ 200,000.00	\$ 150,000.00	\$ 650,000.00
Traffic Signalization (Design & Construction)	\$ -	\$ 125,000.00	\$ -	\$ 125,000.00
Lift Station Power (Underground)	\$ -	\$ 150,000.00	\$ -	\$ 150,000.00
TOTAL ESTIMATED COSTS:	\$ 9,796,604.40	\$ 968,776.00	\$ 1,420,400.00	\$12,135,780.40
LESS: ORIGINAL APPROVED BUDGETS	\$ 9,784,000.00		\$ 1,962,000.00	\$11,746,000.00
TOTAL AMOUNT OVER/UNDER ORIGINAL BUDGET	\$ 12,604.40		\$ (541,600.00)	\$389,780.40

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

8. Consider approval or other action with regard to pay requests for the Lakes of Fairmont Greens TIRZ project related to off-site improvements known as the South La Porte Trunk Sewer Project.

A. Pay Request Number One.

Agreement calls for joint assets

**Lakes of Fairmont Greens
La Porte, Texas
Section 1 Invoices For UEA
Off-Site Improvements
24-May-07**

Ion Design Line Item	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site San Sewer Constr Drawings	\$40,900.00	\$40,900.00	100.00%	\$40,900.00	\$0.00	\$40,900.00
Project Spec Book	\$3,200.00	\$3,200.00	50.00%	\$1,600.00	\$0.00	\$1,600.00
ReDesign Off-Site San Sewer Main	\$9,500.00	\$9,500.00	100.00%	\$9,500.00	\$0.00	\$9,500.00
Printing of Plan Sets	NA	\$705.19	50.00%	\$352.59	\$0.00	\$352.59
Sub-Total				\$52,352.59	\$0.00	\$52,352.59

BHA Off-Site Services	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site Bid/Award/Con. Admin.	\$13,385.00	\$7,715.11	100.00%	\$13,385.00	\$0.00	\$7,715.11
Sub-Total				\$13,385.00	\$0.00	\$7,715.11

Angel Brothers Off-Site Construction	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Construction	\$558,080.95	\$350,025.48	100.00%	\$558,080.95	\$0.00	\$350,025.48
Sub-Total				\$558,080.95	\$0.00	\$350,025.48

City Resources	Hours	Rate	
Reagen McPhail	150.00	\$27.94	\$4,191.15
Curtis Herod	40.00	\$31.43	\$1,257.16
Sub-Total			\$5,448.31

Contingencies

\$30,000.00

TOTAL \$659,246.85

Amount to be Reimbursed This Period \$410,093.18

Approved By:
Date:

Approved By:
Date:

Approved By:
Date:

Approved By:
Date:

Rodney Slater
5-22-07
WJ 5-22-07
Exp. Officer TIR



Angel Brothers

Paving and Utility Contractors

ESTIMATE FOR PAYMENT

APR 12 2007

ENGINEER: ION Design Group, LLC
2800 N Henderson Ave., Studio 100
Dallas, Texas 75208

CONTRACTOR: Angel Brothers Enterprises, Ltd.
5210 West Road
Baytown, Texas 77521

OWNER: 85 La Porte, Ltd.
35 N. Sam Houston Pkwy E., Suite 100
Houston, Texas 77060

CONTRACT FOR: Construction of Off-Site Utilities to Serve
The Lakes at Fairmont Greens, Section 1

Original Contract Amount: \$558,080.95

Current Contract Amount: \$558,080.95

DATE: February 27, 2007

ESTIMATE NO: 1

ESTIMATE PERIOD: Ending 2/28/07

TOTAL AMOUNT OF WORK COMPLETED:

COMPLETED CHANGE ORDER TOTAL:

STORED MATERIALS:

SUBTOTAL

LESS RETAINAGE (10%) (10%)

LESS PREVIOUS ESTIMATES:

TOTAL AMOUNT DUE FOR PAYMENT:

\$5,748.00

\$0.00

\$0.00

\$5,748.00

\$574.80

\$0.00

\$5,171.40

AMT. APPV. FOR PMT. 5,171.40

JOB 0511-1 PHASE 311100

DATE 3-14-07 APPV. BY MR

REIMBURSEABLE YES

CITY OF LA PORTE UEA 100%

SUBMITTED BY: K. [Signature]

(NAME)

DATE: 3/13/07

RECOMMENDED BY: Jerry [Signature]

(NAME)

DATE: 3-20-07

APPROVED BY: [Signature]

(NAME)

DATE: 3-14-07

APPROVED BY: Rodney [Signature]

(NAME)

DATE: 5-21-07

ESTIMATE NO: 1

FOR PERIOD: ending 2/27/07

Construction of Off-Site Utilities to Serve
 The Lakes at Fairmont Greens, Section 1



BID ITEM	DESCRIPTION	BID QUANTITY	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
	Off-Site Clearing	2.14	AC	\$3,390.00	\$7,233.29	1.7	\$5,745.00		\$0.00	1.7	\$5,745.00	78.44%
1	Mobilization	1	LS	\$2,600.00	\$2,600.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	Force Main Sower Testing	3.377	LF	\$0.00	\$1,688.60		\$0.00		\$0.00	0	\$0.00	0.00%
3	Vacuum Test for Manhole	12	EA	\$25.00	\$300.00		\$0.00		\$0.00	0	\$0.00	0.00%
4	24" RCP 2-80 L.F. Dbl Barrel T & G	190	LF	\$50.00	\$9,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
5	24" End Treatment	4	EA	\$700.00	\$2,800.00		\$0.00		\$0.00	0	\$0.00	0.00%
6	6" Dia. Precast MH, < 6' Depth	4	EA	\$2,300.00	\$9,200.00		\$0.00		\$0.00	0	\$0.00	0.00%
7	Extra Depth for 6" Precast MH, 6'-12'	24	VF	\$136.00	\$3,264.00		\$0.00		\$0.00	0	\$0.00	0.00%
8	Extra Depth for 6" Precast MH, > 12'	17	VF	\$136.00	\$2,312.00		\$0.00		\$0.00	0	\$0.00	0.00%
9	6" Dia. Precast MH, < 6' Depth	8	EA	\$1,275.00	\$10,200.00		\$0.00		\$0.00	0	\$0.00	0.00%
10	Extra Depth for 4" Precast MH, 0'-12'	32	VF	\$66.00	\$2,112.00		\$0.00		\$0.00	0	\$0.00	0.00%
11	12" SDR-26 PVC Sower Pipe 6'-12' Cut	1018	LF	\$58.00	\$59,044.00		\$0.00		\$0.00	0	\$0.00	0.00%
12	24" P879 SDR-35 PVC Sower Pipe, 12'-14' Cut	2327	LF	\$67.00	\$155,639.00		\$0.00		\$0.00	0	\$0.00	0.00%
13	4" C-909, CL150, DR-18 PVC Sower Force Main	3327	LF	\$17.00	\$56,559.00		\$0.00		\$0.00	0	\$0.00	0.00%
14	B.O.T.O.C. 6" Force Main (Sta. 19+13.20-19+68.20)	68	LF	\$107.00	\$7,286.00		\$0.00		\$0.00	0	\$0.00	0.00%
15	B.O.T.O.C. 12" SDR-26 Sower (Sta 0+2.60-1+30.59)	187	LF	\$126.00	\$23,562.00		\$0.00		\$0.00	0	\$0.00	0.00%
16	B.O.T.O.C. 12" SDR-26 Sower (Sta 11+16.5-11+80.3)	68	LF	\$142.00	\$9,696.00		\$0.00		\$0.00	0	\$0.00	0.00%
17	Sanitary Sower Lift Station	1	LS	\$235,000.00	\$235,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
18	Pipe Connection to Existing Manhole	1	EA	\$750.00	\$750.00		\$0.00		\$0.00	0	\$0.00	0.00%
19	Trench Safety System	6618	LF	\$0.60	\$3,970.80		\$0.00		\$0.00	0	\$0.00	0.00%
20	Post Construction TV Inspection	3526	LF	\$1.50	\$5,289.00		\$0.00		\$0.00	0	\$0.00	0.00%
21	Traffic Control	1	LS	\$900.00	\$900.00		\$0.00		\$0.00	0	\$0.00	0.00%
22	Ductile Iron Fittings - Epoxy Unad	0.75	TN	\$3,075.00	\$2,306.25		\$0.00		\$0.00	0	\$0.00	0.00%
	TOTALS				\$155,089.93		\$5,745.00		\$0.00		\$5,745.00	

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

8. Consider approval or other action with regard to pay requests for the Lakes of Fairmont Greens TIRZ project related to off-site improvements known as the South La Porte Trunk Sewer Project.

B. Pay Request Number Two.

Lakes of Fairmont Greens
La Porte, Texas
Section 1 Invoices For UEA
Off-Site Improvements
24-May-07

Item Design Line Item	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site San Sewer Constr Drawings	\$40,900.00	\$40,900.00	100.00%	\$40,900.00	\$0.00	\$40,900.00
Project Spec Book	\$3,200.00	\$3,200.00	50.00%	\$1,600.00	\$0.00	\$1,600.00
ReDesign Off-Site San Sewer Main	\$9,500.00	\$9,500.00	100.00%	\$9,500.00	\$0.00	\$9,500.00
Printing of Plan Sets	NA	\$705.19	50.00%	\$352.59	\$0.00	\$352.59
Sub-Total				\$52,362.59	\$0.00	\$52,362.59
BHA Off-Site Services	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site Bid/Award/Con. Admin.	\$13,385.00	\$7,715.11	100.00%	\$13,385.00	\$0.00	\$7,715.11
Sub-Total				\$13,385.00	\$0.00	\$7,715.11
Angel Brothers Off-Site Construction	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Construction	\$558,080.95	\$350,025.48	100.00%	\$558,080.95	\$0.00	\$350,025.48
Sub-Total				\$558,080.95	\$0.00	\$350,025.48
City Resources	Hours	Rate				
Reagen McPhail	150.00	\$27.94		\$4,191.15		
Curtis Herod	40.00	\$31.43		\$1,257.16		
Sub-Total				\$5,448.31		
Contingencies				\$30,000.00		
TOTAL				\$659,246.85		\$410,093.18

Approved By:
 Date:

Approved By:
 Date:

Approved By:
 Date:

Approved By:
 Date:

Rodney Slaton
 5-22-07
MA 5-22-07
Exp. Officer VHRZ



Angel Brothers

Paving and Utility Contractors

ESTIMATE FOR PAYMENT

ENGINEER: ION Design Group, LLC
2800 N Henderson Ave., Studio 100
Dallas, Texas 75208

DATE: April 4, 2007

ESTIMATE NO: 2

CONTRACTOR: Angel Brothers Enterprises, Ltd.
5210 West Road
Baytown, Texas 77521

ESTIMATE PERIOD: Ending 3/30/07

OWNER: 65 La Porte, Ltd.
35 N. Sam Houston Pkwy E., Suite 100
Houston, Texas 77060

ABE JOB #: 0635

CONTRACT FOR: Construction of Off-Site Utilities to Serve
The Lakes at Falkmont Greens, Section 1

Original Contract Amount: \$558,060.95

Current Contract Amount: \$558,060.95

TOTAL AMOUNT OF WORK COMPLETED:

COMPLETED CHANGE ORDER TOTAL:

STORED MATERIALS:

SUBTOTAL

LESS RETAINAGE (0%):

LESS PREVIOUS ESTIMATES:

TOTAL AMOUNT DUE FOR PAYMENT:

\$330,633.70

\$0.00

\$0.00

\$330,633.70

\$33,063.37

~~\$0.00~~

\$297,570.33

AMT. APPV. FOR PMT. 297,570.33

JOB 0511-PW PHASE 33 3113

DATE 4-9-07 APPV. BY NJR

REIMBURSEABLE YES

UTILITY EXTENSION
AGREEMENT

SUBMITTED BY: K. J. J.

(NAME)

DATE: 4/4/07

RECOMMENDED BY: Gerald M. Crouch

(NAME)

DATE: 4-5-07

APPROVED BY: _____

(NAME)

DATE: _____

APPROVED BY: Rodney Platon

(NAME)

DATE: 5-21-07

from
3 he
did pay #1

003/003

ANGEL BROS. ESTIMATING

04/04/2007 09:25 FAX 2814215786

ESTIMATE NO: 2

FOR PERIOD: ending 3/31/07

Construction of Off-Site Utilities to Serve
The Lakes at Fairmont Greens, Section 1



NO (YES)	DESCRIPTION	NO QUANTITY	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
	Off-Site Clearing	2.14	AC	\$3,380.00	\$7,233.20	0.44	\$1,487.20	1.7	\$5,745.00	2.14	\$7,233.20	100.00%
1	Mobilization	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00	1	\$2,500.00	100.00%
2	Force Main Sewer Testing	3,377	LF	\$0.50	\$1,688.50		\$0.00		\$0.00	0	\$0.00	0.00%
3	Vacuum Test for Manhole	12	EA	\$23.00	\$276.00		\$0.00		\$0.00	0	\$0.00	0.00%
4	24" RCP 2-B L.F. Cntl. Barrel J & G	180	LF	\$50.00	\$9,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
5	24" End Treatments	4	EA	\$700.00	\$2,800.00		\$0.00		\$0.00	0	\$0.00	0.00%
6	8" Dia. Precast MH, < 6' Depth	4	EA	\$2,500.00	\$9,200.00	2	\$4,800.00		\$0.00	2	\$4,800.00	50.00%
7	Extra Depth for 8" Precast MH, 6'-12'	24	VF	\$138.00	\$3,294.00	24	\$3,294.00		\$0.00	24	\$3,294.00	100.00%
8	Extra Depth for 8" Precast MH, > 12'	17	VF	\$138.00	\$2,346.00	17	\$2,346.00		\$0.00	17	\$2,346.00	100.00%
9	4" Dia. Precast MH, < 6' Depth	8	EA	\$1,275.00	\$10,200.00	7	\$8,925.00		\$0.00	7	\$8,925.00	87.50%
10	Extra Depth for 4" Precast MH, 6'-12'	32	VF	\$68.00	\$2,176.00	32	\$2,176.00		\$0.00	32	\$2,176.00	100.00%
11	12" SDR-26 PVC Sewer Pipe 6'-12' Out	1069	LF	\$35.00	\$37,465.00	642	\$23,112.00		\$0.00	642	\$23,112.00	60.00%
12	24" F879 SDR-36 PVC Sewer Pipe, 12'-14' Out	2327	LF	\$57.00	\$132,639.00	2327	\$132,639.00		\$0.00	2327	\$132,639.00	100.00%
13	6" G-400, CL180, DR-16 PVC Sewer Force Main	3327	LF	\$17.50	\$58,222.50	1377	\$24,097.50		\$0.00	1377	\$24,097.50	41.39%
14	B.O.T.O.C. 8" Force Main (Sta. 19+13.20-19+88.20)	65	LF	\$107.00	\$6,955.00		\$0.00		\$0.00	0	\$0.00	0.00%
15	B.O.T.O.C. 12" SDR-26 Sewer (Sta 0+2.50-1+00.48)	137	LF	\$138.00	\$18,932.00	137	\$18,932.00		\$0.00	137	\$18,932.00	100.00%
16	B.O.T.O.C. 12" SDR-26 Sewer (Sta 1+19.5-1+85.3)	35	LF	\$142.00	\$4,970.00	35	\$4,970.00		\$0.00	35	\$4,970.00	100.00%
17	Sanitary Sewer Lift Station	1	LS	\$235,000.00	\$235,000.00	0.4	\$94,000.00		\$0.00	0.4	\$94,000.00	40.00%
18	Pipe Connection to Existing Manhole	1	EA	\$750.00	\$750.00		\$0.00		\$0.00	0	\$0.00	0.00%
19	Trench Safety System	6819	LF	\$0.50	\$3,409.50	4348	\$2,173.00		\$0.00	4348	\$2,173.00	63.63%
20	Post Construction TV Inspection	3828	LF	\$1.50	\$5,742.00		\$0.00		\$0.00	0	\$0.00	0.00%
21	Traffic Control	1	LS	\$500.00	\$500.00		\$0.00		\$0.00	0	\$0.00	0.00%
22	Overhead Pole Fittings - Epoxy Lined	0.75	TN	\$3,875.00	\$2,906.25		\$0.00		\$0.00	0	\$0.00	0.00%
	TOTALS				\$866,660.95		\$224,887.70		\$5,745.00		\$938,893.70	

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

8. Consider approval or other action with regard to pay requests for the Lakes of Fairmont Greens TIRZ project related to off-site improvements known as the South La Porte Trunk Sewer Project.

C. Pay Request Number Three.

Lakes of Fairmont Greens
La Porte, Texas
Section 1 Invoices For UEA
Off-Site Improvements
24-May-07

Ion Design Line Item	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site San Sewer Constr Drawings	\$40,800.00	\$40,800.00	100.00%	\$40,800.00	\$0.00	\$40,800.00
Project Spec Book	\$3,200.00	\$3,200.00	50.00%	\$1,600.00	\$0.00	\$1,600.00
ReDesign Off-Site San Sewer Main	\$9,500.00	\$9,500.00	100.00%	\$9,500.00	\$0.00	\$9,500.00
Printing of Plan Sets	NA	\$705.19	50.00%	\$352.59	\$0.00	\$352.59
Sub-Total				\$52,362.59	\$0.00	\$52,362.59
BHA Off-Site Services	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site Bid/Award/Con. Admin.	\$13,385.00	\$7,715.11	100.00%	\$13,385.00	\$0.00	\$7,715.11
Sub-Total				\$13,385.00	\$0.00	\$7,715.11
Angel Brothers Off-Site Construction	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Construction	\$558,060.95	\$350,025.48	100.00%	558,060.95	\$0.00	\$350,025.48
Sub-Total				558,060.95	\$0.00	\$350,025.48
City Resources	Hours	Rate				
Reagen McPhail	150.00	\$27.94		\$4,191.15		
Curtis Herod	40.00	\$31.43		\$1,257.16		
Sub-Total				\$5,448.31		
Contingencies				\$30,000.00		
TOTAL				\$659,246.85		\$410,093.18

Approved By:
 Date:

Approved By:
 Date:

Approved By: *Rodney Slater*
 Date: *5-22-07*
 Approved By: *[Signature]*
 Date: *5-22-07*
Ex. Officer [Signature]



Angel Brothers

Paving and Utility Contractors

ESTIMATE FOR PAYMENT

ENGINEER: ION Design Group, LLC
2800 N Henderson Ave., Studio 100
Dallas, Texas 75208

CONTRACTOR: Angel Brothers Enterprises, Ltd.
5210 West Road
Baytown, Texas 77521

OWNER: 65 La Porte, Ltd.
35 N. Sam Houston Pkwy E., Suite 100
Houston, Texas 77060

CONTRACT FOR: Construction of Off-Site Utilities to Serve
The Lakes at Fairmont Greens, Section 1

Original Contract Amount: \$558,080.95

Current Contract Amount: \$558,080.95

DATE: May 2, 2007

ESTIMATE NO: 3 - revised (5.18.07)

ESTIMATE PERIOD: Ending 4/30/07

ABE JOB #: 0835

TOTAL AMOUNT OF WORK COMPLETED:

COMPLETED CHANGE ORDER TOTAL:

STORED MATERIALS:

SUBTOTAL

LESS RETAINAGE (10%):

LESS PREVIOUS ESTIMATES:

TOTAL AMOUNT DUE FOR PAYMENT:

\$388,917.20

\$0.00

\$0.00

\$388,917.20

\$38,891.72

\$302,741.73

\$47,283.75

- THIS IS THE CORRECTED
PAID to date
JMC

SUBMITTED BY:

(NAME)

DATE:

5/18/07

RECOMMENDED BY:

(NAME)

DATE:

5/18/2007

APPROVED BY:

(NAME)

DATE:

APPROVED BY:

(NAME)

DATE:

5-21-07

04/04/2007 09:26 FAX 2814215798

ANGEL BROS. ESTIMATING

004/005

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned was contracted or hired by 65 La Porte Ltd. to furnish labor, and/or materials in connection with certain improvements to real property described as follows:

Contractor: Angel Brothers Enterprises Ltd. Job Name: The Lakes at Fairmont Greens, Section 1
Contract Date: November 28, 2006 Description: Off-Site Civil Infrastructure Development

Payment: Two Hundred Ninety Seven Thousand Five Hundred Seventy Dollars and 33/100 (\$297,570.33)
For Work Performed Through: March 31, 2007

Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's liens or materialman's lien or claims of lien, including and constitutional lien or claim thereto that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon, on account of any Work furnished or to be furnished by the undersigned pursuant to the above mentioned or otherwise.

The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date thereof, that all bills incurred by it with respect to the Work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filing of any materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned; and to the extent permitted by applicable law, and undersigned does hereby waive and release any mechanic's or materialman's lien or claims of lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from any said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

ANGEL BROTHERS ENTERPRISES, INC.

By [Signature]

Vice-President

Title

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Kevin Guy known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 4th day of April 2007

MY COMMISSION EXPIRES: 2-15-2011[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

04/04/2007 09:27 FAX 2814215796

ANGEL BROS. ESTIMATING

005/005

**AFFIDAVIT OF
BILLS PAID**STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared Kevin Guy, Vice President of Angel Brothers Enterprises, Ltd., well known to me to be the person making affidavit, who, being by me duly sworn and disposed did say;

I am Kevin Guy, Vice President of Angel Brothers Enterprises, Ltd. And have personal knowledge of the matter stated in this affidavit. Angel Brothers Enterprises, Ltd. has paid all of the labor and material cost in connection with the construction of The Lakes at Fairmont Greens, Section 1, located in Harris County, Texas for 65 La Porte, Ltd. and as of this date, there are no unpaid bills for labor performed upon, or materials or supplies delivered to or used in connection with such project.

This affidavit is made in connection with the Estimate for Payment #2 - Off-Site payment under the contract between 65 La Porte, Ltd. Angel Brothers Enterprises, Ltd. and with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in the affidavit.

DATE: 4/4/07

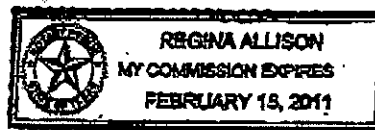

Kevin Guy, Vice President
Angel Brothers Enterprises, Ltd.

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, Kevin Guy, Vice President of Angel Brothers Enterprises, Ltd. known to me to be the person whose name subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th, day of
April, A.D., 2007


Notary Public Signature



LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

8. Consider approval or other action with regard to pay requests for the Lakes of Fairmont Greens TIRZ project related to off-site improvements known as the South La Porte Trunk Sewer Project.
 - D. Engineering and professional costs

Lakes of Fairmont Greens
La Porte, Texas
Section 1 Invoices For UEA
Off-Site Improvements
24-May-07

Ion Design Line Item	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site San Sewer Constr Drawings	\$40,900.00	\$40,900.00	100.00%	\$40,900.00	\$0.00	\$40,900.00
Project Spec Book	\$3,200.00	\$3,200.00	50.00%	\$1,600.00	\$0.00	\$1,600.00
ReDesign Off-Site San Sewer Main	\$9,500.00	\$9,500.00	100.00%	\$9,500.00	\$0.00	\$9,500.00
Printing of Plan Sets	NA	\$705.19	50.00%	\$352.59	\$0.00	\$352.59
Sub-Total				\$52,362.59	\$0.00	\$52,362.59
BHA Off-Site Services	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site Bid/Award/Con. Admin.	\$13,385.00	\$7,715.11	100.00%	\$13,385.00	\$0.00	\$7,715.11
Sub-Total				\$13,385.00	\$0.00	\$7,715.11
Angel Brothers Off-Site Construction	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Construction	\$558,060.95	\$350,025.48	100.00%	\$558,060.95	\$0.00	\$350,025.48
Sub-Total				\$558,060.95	\$0.00	\$350,025.48
City Resources	Hours	Rate				
Reagen McPhail	150.00	\$27.94		\$4,191.15		
Curtis Herod	40.00	\$31.43		\$1,257.16		
Sub-Total				\$5,448.31		
Contingencies				\$30,000.00		
TOTAL				\$659,246.85		Amount to be Reimbursed This Period
						\$410,093.18

Approved By:
Date:

Approved By:
Date:

Approved By:
Date:

Approved By:
Date:

Rodney Slaton

5-22-07

[Signature]
Ex. Officer [Signature]

WA 5-22-07



Ion
Design
Group

INVOICE

December 31, 2005

65 LaPorte, Ltd.

Arate Real Estate & Development Company

Norman Reed

359 N. Sam Houston Parkway E., Suite 140
Houston, TX 77060

Project

Fairmont Greens-Phase 1

Invoice No.

05-688

Services: Preparation/confirmation of land plan, site line drawings, contact with review agencies, meetings with City of La Porte and coordination of Prelim Plat

Professional Services

	Budget	Percent Complete	Previous Billed	This Invoice
Due Diligence	\$1,400	100%	\$0.00	\$1,400.00
Concept Planning	\$2,650	100%	\$0.00	\$2,650.00
Land Use Approvals	\$0	NA	\$0.00	
Site Topo/Boundary/Plat	\$20,000	0%	\$0.00	\$0.00
Off-Site San Sewer Topo estimate	\$9,000	0%	\$0.00	\$0.00
Plat Representation	\$1,800	15%	\$0.00	\$270.00
Site Constr. Drawgs	\$63,080	15%	\$0.00	\$9,450.00
Off-Site San. Sew. Const Drawgs	\$37,300	10%	\$0.00	\$3,730.00
Project Spec Book	\$3,200	0%	\$0.00	\$0.00
12" water Main P&P	\$7,500	5%	\$0.00	\$375.00
Plan Review/Permitting	\$2,300	Hold	\$0.00	
Bidding/Award/Const. Admin	\$32,000	Hold	\$0.00	
Const. Staking	\$12,500	Hold	\$0.00	
Subtotal				\$17,875.00

Blue-line copies	0 at	\$1.95	\$0.00
Cadd Computer Time	0 hours at	\$5.50	\$0.00
Phone - toll calls			\$0.00
Mileage	0 miles at	\$0.40	\$0.00
Printing - Outside Hrs			
Subtotal			\$0.00

AMOUNT DUE AT THIS TIME:

Total \$17,875.00

Note: \$3730.00 of this invoice is for Services related to Off-Site Improvements.

The Ion Design Group, LLC
2300 N. Henderson Avenue, Suite 100, Dallas, TX 75206 214.370.3496



Ion
Design
Group

INVOICE

January 31, 2005

65 LaPorte, Ltd.

Arrete Real Estate & Development Company

Attn: Norman Reed

350 N. Sam Houston Parkway E., Suite 100

Houston, TX 77060

Project Fairmont Greens-Phase 1
Invoice No. 06-702

Services: Preparation of construction drawings for on-site improvements, coordination with off-site sanitary sewer to serve overall area

Professional Services	Budget	Percent Complete	Previous Billed	This Invoice
Due Diligence	\$1,400	100%	\$1,400.00	\$0.00
Concept Planning	\$2,650	100%	\$2,650.00	\$0.00
Land Use Approvals	\$0	NA	\$0.00	\$0.00
Site Topo/Boundary/Plat	\$20,000	0%	\$0.00	\$0.00
Off-Site San. Sewer topo. easments	\$9,000	0%	\$0.00	\$0.00
Plat Representation	\$1,800	75%	\$270.00	\$1,080.00
Site Constr. Drawgs	\$83,000	90%	\$9,450.00	\$47,250.00
Off-Site San. Sew. Const Drawgs	\$37,300	60%	\$3,730.00	\$18,650.00
Project Spec Book	\$8,200	80%	\$0.00	\$1,820.00
12" water Main P&P	\$7,500	90%	\$375.00	\$6,375.00
Plan Review/Permitting	\$2,300	Hold	\$0.00	\$0.00
Bidding/Award/Const Admin	\$32,000	Hold	\$0.00	\$0.00
Const. Staking	\$12,600	Hold	\$0.00	\$0.00
		Subtotal		\$75,275.00
Blue-line copies		0 at	\$1.95	\$0.00
Cadd Computer Time		0 hours at	\$5.50	\$0.00
Phone - toll calls				\$0.00
Mileage		0 miles at	\$0.40	\$0.00
Printing - Outside Hire				\$0.00
		Subtotal		\$0.00
AMOUNT DUE AT THIS TIME		Total		\$75,275.00

Note: \$18,610.00 of this invoice is for Services related to Off-Site improvements

The Ion Design Group, LLC
2800 N. Henderson Avenue, Suite 100, Dallas, TX 75206 214.520.5470



Ion
Design
Group

INVOICE

February 28, 2008

65 LaPorte, Ltd.

Area Real Estate & Development Company

Attn: Norman Reed

250 N. Sam Houston Parkway E., Suite 100

Houston, TX 77060

Project:

Falmont Greens-Phase 1

Invoice No.

08-708

Services: Completion of designs for on-site improvements and sanitary sewer designs for off-site construction. Plus printing of plan sets.

Professional Services

	Budget	Percent Complete	Previous Billed	This Invoice
Due Diligence	\$1,400	100%	\$1,400.00	\$0.00
Concept Planning	\$2,650	100%	\$2,650.00	\$0.00
Land Use Approvals	\$0	NA	\$0.00	\$0.00
Site Type/Boundary/Plat	\$20,000	0%	\$0.00	\$0.00
Off-Site San. Sewer topo easmts	\$8,000	0%	\$0.00	\$0.00
Plat Representation	\$1,800	65%	\$1,350.00	\$180.00
Site Constr. Drawings	\$58,000	100%	\$58,000.00	\$8,300.00
Off-Site San. Sew. Const. Drawings	\$37,300	100%	\$22,380.00	\$14,920.00
Project Spec Book	\$3,200	80%	\$1,820.00	\$0.00
12" water Main P&P	\$7,500	100%	\$6,750.00	\$750.00
Plan Review/Permitting	\$2,300	Hold	\$0.00	\$0.00
Bidding/Award/Const. Admin	\$32,000	Hold	\$0.00	\$0.00
Const. Staking	\$12,500	Hold	\$0.00	\$0.00
		Subtotal		\$22,150.00

Blue-line copies	0 at	\$1.85	\$0.00
Cadd Computer Time	0 hours at	\$5.50	\$0.00
Phone toll calls			\$0.00
Mileage	0 miles at	\$0.40	\$0.00
Printing - Outside Firm			\$135.19
	Subtotal		\$135.19
	Total		\$22,285.19

AMOUNT DUE AT THIS TIME

Note: \$14,987.59 of this invoice is for Services related to Off-Site Improvements.

50% = \$67.59

The Ion Design Group, LLC
2830 N. Henderson Avenue, Suite 100, Dallas, TX 75208 214.370.3470



Ion
Design
Group

INVOICE

March 31, 2005

65 LaPorte, Ltd.

Arctic Real Estate & Development Company

Attn: Norman Reed

350 N. Sam Houston Parkway E., Suite 100

Houston, TX 77060

Project: Fairmont Greens Phase 1

Invoice No. 06-717

Services: Change Order for 2nd Bayou crossing, performance of plan reviews with City, other agencies, misc printing

Professional Services	Budget	Percent Complete	Previous Billed	This Invoice
Due Diligence	\$1,400	100%	\$1,400.00	\$0.00
Concept Planning	\$2,550	100%	\$2,550.00	\$0.00
Land Use Approvals	\$0	NA	\$0.00	\$0.00
Site Topo/Boundary/Plat	\$20,000	0%	\$0.00	\$0.00
Off-Site San/Sewer topo easmts	\$9,000	0%	\$0.00	\$0.00
Plat Representation	\$1,800	85%	\$1,530.00	\$0.00
Site Constr. Drawgs	\$63,000	100%	\$63,000.00	\$0.00
Off-Site San/Sew. Const Drawgs	\$40,800	100%	\$37,300.00	\$3,500.00
Project Spec Book	\$3,200	60%	\$1,920.00	\$0.00
12" water Main P&P	\$7,500	100%	\$7,500.00	\$0.00
Plan Review/Permitting	\$2,300	75%	\$0.00	\$1,725.00
Bidding/Award/Const Admin	\$32,000	Hold	\$0.00	
Const. Staking (subdivision)	\$12,500	Hold	\$0.00	
Bldg/Award/Con Admin (off-Site)	\$5,400	Hold	\$0.00	
		Subtotal		\$5,325.00
Blueprint copies		0 at	\$1.95	\$0.00
Cadd Computer Time		0 hours at	\$5.50	\$0.00
Phone - toll calls				\$0.00
Mileage		0 miles at	\$0.40	\$0.00
Printing & Outside Hire				\$0.00
		Subtotal		\$0.00
		Total		\$5,325.00

AMOUNT DUE AT THIS TIME:

Note: \$3600.00 of this invoice is for Services related to Off-Site Improvements

The Ion Design Group, LLC
2802 N. Henderson Avenue, Suite 100, Dallas, TX 75205 214-370-3470



ion
Design
Group

INVOICE

May 31, 2006

65 LaPorte, Ltd.

Arctic Real Estate & Development Company

Attn: Norman Reed

350 N. Sam Houston Parkway E., Suite 100

Houston, TX 77060

Project Fairmont Greens-Phase I
Invoice No. 06-735

Services: Preparation of final sealed drawings for City submission, plan house set for bidding

Professional Services

	Budget	Percent Complete	Previous Billed	This Invoice
Due Diligence	\$1,400	100%	\$1,400.00	\$0.00
Concept Planning	\$2,650	100%	\$2,650.00	\$0.00
Land Use Approvals	\$0	NA	\$0.00	\$0.00
Site Topo/Boundary/Plat	\$20,000	0%	\$0.00	\$0.00
Off-Site San Sewer topo easmts	\$8,000	0%	\$0.00	\$0.00
Plat Representation	\$1,800	100%	\$1,530.00	\$270.00
Site Constr. Drwgs	\$63,000	100%	\$53,000.00	\$0.00
Off-Site San. Sew. Const. Drwgs	\$40,900	100%	\$40,900.00	\$0.00
Project Spec Book	\$3,200	100%	\$1,920.00	\$1,280.00
12" water Main Plan	\$7,500	100%	\$7,500.00	\$0.00
Plan Review/Permitting	\$2,300	100%	\$1,725.00	\$575.00
Bidding/Award/Const. Admin	\$32,000	Hold	\$0.00	
Const. Staking (subdivision)	\$12,500	Hold	\$0.00	
Bid/Award/Con Admin (off-Site)	\$5,400	Hold	\$0.00	
Subtotal				\$2,125.00

Blue-line copies	0 at	\$1.55	\$0.00
Cadd Computer Time	0 hours at	\$5.50	\$0.00
Phone - toll calls			\$0.00
Computer Plotting Final Plans	0 sheets at	\$15.00	\$0.00
Printing - Outside Hire			\$0.00
Subtotal			\$0.00

AMOUNT DUE AT THIS TIME

Total \$2,125.00

Note: \$540.00 of this invoice is for Services related to Off-Site Improvements

The Igo Design Group, LLC
2800 N. Henderson Avenue, Suite 100, Dallas, TX 75208 214.370.3470

50% = \$640



Ion
Design
Group

INVOICE

June 30, 2008

65 LaPorte, Ltd.
Ariete Real Estate & Development Company
Attn: Norman Reed
950 N. Sam Houston Parkway E., Suite 100
Houston, TX 77060

Project Fairmont Greens-Phase 1
Invoice No. 06-748

Services: Preparation of revisions to off-site sanitary sewer line per City authorization, coordination with City staff and with Ariete

Professional Services	Budget	Percent Complete	Previous Billed	This Invoice
Due Diligence	\$1,400	100%	\$1,400.00	\$0.00
Concept Planning	\$2,650	100%	\$2,650.00	\$0.00
Land-Use Approvals	\$0	NA	\$0.00	\$0.00
Site Topo/Boundary/Plat	\$20,000	0%	\$0.00	\$0.00
Off-Site San Sewer topo easmts	\$9,000	0%	\$0.00	\$0.00
Plat Representation	\$1,800	100%	\$1,800.00	\$0.00
Site Const. Drwgs	\$63,000	100%	\$63,000.00	\$0.00
Off-Site San. Sew. Const Drwgs	\$40,900	100%	\$40,900.00	\$0.00
Project Spec Book	\$3,200	100%	\$3,200.00	\$0.00
12" water Main P&P	\$7,500	100%	\$7,500.00	\$0.00
Plan Review/Permitting	\$2,300	100%	\$2,300.00	\$0.00
Bidding/Award/Const. Admin	\$32,000	Hold	\$0.00	\$0.00
Const. Staking (subdivision)	\$12,600	Hold	\$0.00	\$0.00
Bid/Award/Con.Admin (off-Site)	\$5,400	Hold	\$0.00	\$0.00
Redesign off-site Sanitary Line	\$9,500	100%	\$0.00	\$9,500.00
		Subtotal		\$9,500.00
Blue-line copies	0 at		\$1.95	\$0.00
Cadd Computer Time	0 hours at		\$5.50	\$0.00
Phone - toll calls				\$0.00
Computer Plotting Final Plans	0 sheets at		\$15.00	\$0.00
Printing - Outside Hire				\$0.00
		Subtotal		\$0.00
		Total		\$9,500.00

AMOUNT DUE AT THIS TIME

Note: \$9500.00 of this invoice is for Services related to Off-Site Improvements

related to change order

The Ion Design Group, LLC
2800 N. Henderson Avenue, Suite 100, Dallas, TX 75208 214.370.3470



ion
Design
Group

INVOICE

March 31, 2006

65 LaPorte, Ltd.
Arete Real Estate & Development Company
Attn: Norman Reed
350 N. Saint Houston Parkway E., Suite 100
Houston, TX 77060

Project Fairmont Greens-Phase 1
Invoice No. 08-722

Services: Preparation of final sealed drawings for City submission, plan house set for bidding

Professional Services

	Budget	Percent Complete	Previous Billed	This Invoice
Due Diligence	\$1,400	100%	\$1,400.00	\$0.00
Concept Planning	\$2,650	100%	\$2,650.00	\$0.00
Land Use Approvals	\$0	NA	\$0.00	\$0.00
Site Topo/Boundary/Plot	\$20,000	0%	\$0.00	\$0.00
Off-Site San. Sew. Const. Assmt.	\$9,000	0%	\$0.00	\$0.00
Plot Representation	\$1,800	85%	\$1,530.00	\$0.00
Site Constr. Drawings	\$63,000	100%	\$63,000.00	\$0.00
Off-Site San. Sew. Const. Drawings	\$40,900	100%	\$40,900.00	\$0.00
Project Spec Book	\$3,200	60%	\$1,920.00	\$0.00
12" Water Main P&R	\$7,500	100%	\$7,500.00	\$0.00
Plan Review/Permitting	\$2,300	75%	\$1,725.00	\$0.00
Bidding/Award/Const. Admin	\$32,000	Hold	\$0.00	\$0.00
Const. Staking (subdivision)	\$12,500	Hold	\$0.00	\$0.00
Bid/Award/Const. Admin (off-Site)	\$5,400	Hold	\$0.00	\$0.00
		Subtotal		\$0.00

Blueprint copies	0 at	\$1.95	\$0.00
Cadd Computer Time	0 hours at	\$5.50	\$0.00
Phone - toll calls			\$0.00
Computer Plotting Final Plans	36 sheets at	\$15.00	\$570.00
Printing - Outside Hire			\$0.00
		Subtotal	\$570.00
		Total	\$570.00

AMOUNT DUE AT THIS TIME

Subtotal \$570.00
Total \$570.00

Note: \$285.00 of this invoice is for Services related to Off-Site Improvements

The Ion Design Group, LLC
2800 N. Henderson Avenue, Suite 100, Dallas, TX 75205 214.370.3470

50% = \$285

**HUTCHISON & ASSOCIATES**

1209 Decker Drive, Suite 100

Baytown, TX 77520

(281)422-8213 voice

(281)420-2717 fax

INVOICE**Date**

1/3/06

Invoice Number

14711

Ion Design Group

2800 N. Henderson Ave., Studio 100

Dallas, TX 75206

Attn: Bryan Klein

Contract for: 5353 Lakes at Fairmont Greens; Construction Administration & Plat - 2791

Survey Boundary & Topo

Professional Services

Onsite Services	Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Onsite Construction Administration	\$ 16,615.00	0.00%	\$ -	\$ -	\$ -
Plat Fee	\$ 2,000.00	50.00%	\$ 1,000.00	\$ -	\$ 1,000.00
Boundary & Topo Survey	\$ 20,000.00	15.00%	\$ 3,000.00	\$ -	\$ 3,000.00
Construction Staking	\$ 12,500.00	0.00%	\$ -	\$ -	\$ -
Sales Tax on Boundary	\$ 269.78	100.00%	\$ 269.78	\$ -	\$ 269.78
Reimbursable					
Record Research \$107.71 x 1.1	\$ 118.48	100.00%	\$ 118.48	\$ -	\$ 118.48
Prel Review Fee \$410.00 x 1.1	\$ 451.00	100.00%	\$ 451.00	\$ -	\$ 451.00
			Onsite Services		\$ 4,839.26
Offsite Services					
Offsite Construction Administration	\$ 13,385.00	0.00%	\$ -	\$ -	\$ -
Boundary & Topo Survey	\$ 9,000.00	15.00%	\$ 1,350.00	\$ -	\$ 1,350.00
			Offsite Services		\$ 1,350.00

TOTAL INVOICE AMOUNT**\$ 6,189.26****Payment Terms: Net 30**

**HUTCHISON & ASSOCIATES**

1209 Decker Drive, Suite 100

Baytown, TX 77520

(281)422-8213 voice

(281)420-2717 fax

INVOICE

Ion Design Group
2800 N. Henderson Ave., Studio 100
Dallas, TX 75206
Attn: Bryan Klein

Date

3/15/06

Invoice Number

14768

Contract for: 5353 Lakes at Fairmont Greens; Construction Administration & Plat - 2791
Survey Boundary & Topo

Professional Services**Service**

Onsite Services	Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Onsite Construction Administration	\$ 16,615.00	0.00%	\$ -	\$ -	\$ -
Plat Fee	\$ 2,000.00	50.00%	\$ 1,000.00	\$ 1,000.00	\$ -
Boundary & Topo Survey	\$ 20,000.00	70.00%	\$ 11,300.00	\$ 3,000.00	\$ 8,300.00
Construction Staking	\$ 12,500.00	0.00%	\$ -	\$ -	\$ -
Sales Tax on Boundary	\$ 269.78	100.00%	\$ 269.78	\$ 269.78	\$ -
Reimbursable					
Record Research \$107.71 x 1.1	\$ 118.48	100.00%	\$ 118.48	\$ 118.48	\$ -
Prel Review Fee \$410.00 x 1.1	\$ 451.00	100.00%	\$ 451.00	\$ 451.00	\$ -
Record Research \$463.58 x 1.1	\$ 509.93	100.00%	\$ 509.93	\$ -	\$ 509.93
Onsite Services					\$ 8,809.93

Offsite Services

Offsite Construction Administration	\$ 13,365.00	0.00%	\$ -	\$ -	\$ -
Boundary & Topo Survey	\$ 9,000.00	100.00%	\$ 9,000.00	\$ 1,350.00	\$ 7,650.00
Offsite Services					\$ 7,650.00

TOTAL INVOICE AMOUNT **\$ 16,459.93**

Payment Terms: Net 30

**HUTCHISON & ASSOCIATES**

1209 Decker Drive, Suite 100

Baytown, TX 77520

(281)422-8213 voice

(281)420-2717 fax

INVOICE**Date**

4/28/06

Ion Design Group

2800 N. Henderson Ave., Studio 100

Dallas, TX 75206

Attn: Bryan Klein

Invoice Number

14819

Contract for: 5353 Lakes at Fairmont Greens; Construction Administration & Plat - 2791
Survey Boundary & Topo

Professional Services

Onsite Services	Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Onsite Construction Administration	\$ 16,615.00	15.00%	\$ 2,492.25	\$ -	\$ 2,492.25
Plat Fee	\$ 2,000.00	50.00%	\$ 1,000.00	\$ 1,000.00	\$ -
Boundary & Topo Survey	\$ 20,000.00	57.00%	\$ 11,300.00	\$ 11,300.00	\$ -
Construction Staking	\$ 12,500.00	0.00%	\$ -	\$ -	\$ -
Sales Tax on Boundary	\$ 269.78	100.00%	\$ 269.78	\$ 269.78	\$ -
Reimbursable					
Record Research \$107.71 x 1.1	\$ 118.48	100.00%	\$ 118.48	\$ 118.48	\$ -
Prel Review Fee \$410.00 x 1.1	\$ 451.00	100.00%	\$ 451.00	\$ 451.00	\$ -
Record Research \$463.58 x 1.1	\$ 509.93	100.00%	\$ 509.93	\$ 509.93	\$ -
Postage & Delivery \$10.12 x 1.1	\$ 11.13	100.00%	\$ 11.13	\$ -	\$ 11.13
Plat Review Fee \$150.00 x 1.1	\$ 165.00	100.00%	\$ 165.00	\$ -	\$ 165.00
			Onsite Services		\$ 2,668.38

Offsite Services

Offsite Construction Administration	\$ 13,385.00	15.00%	\$ 2,007.75	\$ -	\$ 2,007.75
Boundary & Topo Survey	\$ 9,000.00	100.00%	\$ 9,000.00	\$ 9,000.00	\$ -
			Offsite Services		\$ 2,007.75

TOTAL INVOICE AMOUNT **\$ 4,676.13**

Payment Terms: Net 30

**HUTCHISON & ASSOCIATES**

1209 Decker Drive, Suite 100

Baytown, TX 77520

(281)422-8213 voice

(281)420-2717 fax

INVOICE

Ion Design Group
2800 N. Henderson Ave., Studio 100
Dallas, TX 75206
Attn: Bryan Klein

Date

5/22/06

Invoice Number

14851

Contract for: 5353 Lakes at Fairmont Greens; Construction Administration & Plat - 2791
Survey Boundary & Topo

Professional Services

Onsite Services	Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Onsite Construction Administration	\$ 16,615.00	30.00%	\$ 4,984.50	\$ 2,492.25	\$ 2,492.25
Plat Fee	\$ 2,000.00	50.00%	\$ 1,000.00	\$ 1,000.00	\$ -
Boundary & Topo Survey	\$ 20,000.00	57.00%	\$ 11,300.00	\$ 11,300.00	\$ -
Construction Staking	\$ 12,500.00	0.00%	\$ -	\$ -	\$ -
Sales Tax on Boundary	\$ 269.78	100.00%	\$ 269.78	\$ 269.78	\$ -
Reimbursable					
Record Research \$107.71 x 1.1	\$ 118.48	100.00%	\$ 118.48	\$ 118.48	\$ -
Prel Review Fee \$410.00 x 1.1	\$ 451.00	100.00%	\$ 451.00	\$ 451.00	\$ -
Record Research \$463.58 x 1.1	\$ 509.93	100.00%	\$ 509.93	\$ 509.93	\$ -
Postage & Delivery \$10.12 x 1.1	\$ 11.13	100.00%	\$ 11.13	\$ 11.13	\$ -
Plat Review Fee \$150.00 x 1.1	\$ 165.00	100.00%	\$ 165.00	\$ 165.00	\$ -
			Onsite Services		\$ 2,492.25
Offsite Services					
Offsite Construction Administration	\$ 13,385.00	30.00%	\$ 4,015.50	\$ 2,007.75	\$ 2,007.75
Boundary & Topo Survey	\$ 9,000.00	100.00%	\$ 9,000.00	\$ 9,000.00	\$ -
			Offsite Services		\$ 2,007.75

TOTAL INVOICE AMOUNT **\$ 4,500.00**

Payment Terms: Net 30

**HUTCHISON & ASSOCIATES**

1209 Decker Drive, Suite 100

Baytown, TX 77520

(281)422-8213 voice

(281)420-2717 fax

INVOICE**Date**

10/3/06

Ion Design Group

2800 N. Henderson Ave., Studio 100

Dallas, TX 75206

Attn: Bryan Klein

Invoice Number

14979

Contract for: 5353 Lakes at Fairmont Greens; Construction Administration & Plat - 2791
Survey Boundary & Topo

Professional Services

Onsite Services	Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Onsite Construction Administration	\$ 16,615.00	57.64%	\$ 9,576.89	\$ 4,984.50	\$ 4,592.39
Plat Fee	\$ 2,000.00	50.00%	\$ 1,000.00	\$ 1,000.00	\$ -
Boundary & Topo Survey	\$ 20,000.00	55.00%	\$ 11,000.00	\$ 11,300.00	\$ -
Construction Staking	\$ 12,500.00	0.00%	\$ -	\$ -	\$ -
Sales Tax on Boundary	\$ 269.78	100.00%	\$ 269.78	\$ 269.78	\$ -
Reimbursable					
Record Research \$107.71 x 1.1	\$ 118.48	100.00%	\$ 118.48	\$ 118.48	\$ -
Prel Review Fee \$410.00 x 1.1	\$ 451.00	100.00%	\$ 451.00	\$ 451.00	\$ -
Record Research \$463.58 x 1.1	\$ 509.93	100.00%	\$ 509.93	\$ 509.93	\$ -
Postage & Delivery \$10.12 x 1.1	\$ 128.53	100.00%	\$ 128.53	\$ 11.13	\$ 117.40
Plat Review Fee \$160.00 x 1.1	\$ 165.00	100.00%	\$ 165.00	\$ 165.00	\$ -
			Onsite Services		\$ 4,709.79
Offsite Services					
Offsite Construction Administration	\$ 13,365.00	57.64%	\$ 7,715.11	\$ 4,015.50	\$ 3,699.61
Boundary & Topo Survey	\$ 9,000.00	100.00%	\$ 9,000.00	\$ 9,000.00	\$ -
			Offsite Services		\$ 3,699.61

TOTAL INVOICE AMOUNT**\$ 8,409.40****Payment Terms: Net 30**

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

9. Consider approval or other action with regard to an agreement by and between the City of La Porte, Texas, and the La Porte Redevelopment Authority for the management of the La Porte Public Improvement District Number One.

For Dept. of Reg.
Note City Responsibilities

Dated - ? Service Plan etc.
City Budget

Name change - Page 3

No Term / between

? Term of PID - ? Clark/Wayne

**AGREEMENT BY AND BETWEEN
THE CITY OF LA PORTE, TEXAS, AND
LA PORTE REDEVELOPMENT AUTHORITY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This agreement (the "Agreement") is made by and between the **CITY OF LA PORTE, TEXAS**, a municipal corporation and a home-rule city of the State of Texas (the "City"), and the **LA PORTE REDEVELOPMENT AUTHORITY**, a local government corporation created and organized under the provisions of the Texas Transportation Corporation Act, Chapter 431, Subchapter D, Transportation Code and existing under the laws of the State of Texas (the "Authority").

WITNESSETH:

WHEREAS, by City of La Porte Resolution No. 2007-02 authorized and established The Lakes of Fairmont Greens Public Improvement District (the "District") under the provisions of Chapter 372, Texas Local Government Code; and

WHEREAS, by City of La Porte Ordinance No. 2000-2457 approved on the 11th day of December, 2000, the City authorized the creation of the Authority pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code and Chapter 394, Texas Local Government Code to aid, assist, and act on behalf of the City in the performance of the City's governmental functions relating to the management and administration of the PID; and

WHEREAS, it is necessary for the City to use the Assessments collected for the purpose of carrying out and completing the services and improvements proposed in the Service Plan; and

WHEREAS, the City desires for the Authority to aid and assist the City in collecting Assessments against benefited properties and in carrying out and completing the services and improvements proposed in the Service Plan; and

WHEREAS, Chapter 372, Texas Local Government Code authorizes the City to enter into a contract with the Authority for the purposes of providing management for and completing and providing the services and improvements set forth in the Service Plan and otherwise performing the functions set forth in this Agreement; and

WHEREAS, the City desires to contract with the Authority to provide these services during the term of the Service Plan, and

WHEREAS, the Authority was created to aid and assist the City in the manner set forth above, and the board of directors is willing to enter into a contract with the City setting forth the duties and responsibilities of the Authority and the City;

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

I.

Definitions

“Agreement” shall mean this Agreement and all attachments, between the City and the Authority.

“Annual Service Plan” shall mean the Services to be provided pursuant to the Service Plan on an annual basis as set forth in the PID’s annual budget as approved by the City Council of the City.

“Assessments” shall mean the special assessments levied by the City Council on the property in the PID that will be benefited by the Services to pay the cost of the Services.

“Assessment Plan” or “Plan of Assessment” shall mean the plan and method the City uses in determining how Assessments should be levied against benefited properties in the PID in order to pay the costs and expenses of implementing the Service Plan.

"Assessment Revenue" shall mean the Assessments, any earnings or profits realized from investing and re-investing the Assessments, and penalties and interest on collections of the Assessments.

"Assessment Roll" shall mean the roll or listing of benefited properties in the PID that will be assessed for the cost of the Services to be provided by the PID in the Service Plan including a list of the amount assessed against each property, the description of each property, and the owner of each property.

"Budget" shall mean an annual Budget of the Authority to be accomplished with Assessment Revenue pursuant to the Service Plan. A Budget must be reviewed and approved by the board of directors of the Authority and the City Council of the City.

"Director" shall mean the City Manager of the City of La Porte, or his or her successor or such other person designated by the Director to perform his duties hereunder.

Lake @ Fairmont
"PID" shall mean the La Porte Public Improvement District No. 1 created by the City.

"Service Plan" shall mean the ongoing service plan setting forth the Services to be provided by the PID over a period of five (5) years as approved by the Council of the City.

"Services" shall mean the services and improvements to be provided by the PID pursuant to the Service Plan.

II.

Engagement of Authority

The City hereby engages the Authority, and the Authority hereby agrees to provide, furnish, or perform the services to be provided for the City with respect to the PID pursuant to this Agreement.

III.

Scope of Services by Authority

The services provided, furnished, or performed by the Authority for the management and administration of the PID and its annual or ongoing Services shall be set forth in the Service Plan and each Annual Service Plan of the PID and the Budgets of the Authority. The Services shall consist of the following:

A. Services Relating to the Service Plan.

1. The Authority will assist the City in implementing the Service Plan and in preparing Annual Service Plans to be recommended annually to the City Council.
2. Supplemental services for all the area of the PID are as follows:
 - (i) [Insert information from Service Plan];
 - (ii) [Insert information from Service Plan];
 - (iii) [Insert information from Service Plan]; and
 - (iv) [Insert information from Service Plan].
3. Proposed improvements for the area of the PID are as follows:
 - (i) [Insert information from Service Plan]; and
 - (ii) [Insert information from Service Plan].

B. Services Relating to the Levy and Collection of Assessments.

1. The Authority shall adjust and prepare the Assessment Plan as needed and recommend it to the City;
2. The Authority will assist the City in collection of the Assessments to be deposited to the credit of a special fund in the name of the PID at the City

depository. Assessment Revenues on deposit in this special fund will be paid by the City to the Authority as provided in Article V.

C. Management Program. The Authority shall perform the following administrative and management services for operation of the PID:

1. Provide the staff and administrative services that are necessary to manage the PID and to provide or supervise the Services provided by the PID;
2. Provide management, financial; and program monitoring systems for operation of the PID;
3. Provide required reports to the City concerning operation of the PID;
4. Recruit, hire, pay, and supervise the work force that the Authority will utilize to furnish Services in the PID;
5. Provide office space for the Authority's administrative and management personnel and an operations center for the Authority's employees and equipment, if necessary;
6. Provide staff to participate in private or public meetings concerning operation of the PID;
7. Provide liaison between the PID, the City, PID property owners, and other interested persons and groups to ensure successful operation of the PID;
8. Supervise and monitor the performance of subcontractors who are employed by the Authority;
9. Provide assistance to the City Planning Department concerning use of the PID to complement area planning proposals and projects;

10. Assist the City in briefing developers and property owners concerning proposed activities and projects that would complement private development activities in the PID;
11. Function as the information/complaint center for all matters relating to operation of the PID and advise the City in a timely manner of any problems with City-owned equipment or facilities in the PID; and
12. Provide insurance as provided in Article XIII.

D. Public Safety and Maintenance Program. The Authority will provide, to the best of its ability, services to make the territory of the PID safe, clean and comfortable.

E. Planning, Design, and Streetscape Improvements. The Authority will endeavor to make the PID a user-friendly and enjoyable people-oriented place that is thriving with businesses and attractions.

F. Marketing and Public Relations. The Authority shall establish a marketing and public relations program to:

1. [Insert marketing information from Service Plan];
2. [Insert marketing information from Service Plan]; and
3. [Insert marketing information from Service Plan];

G. Subcontractors. The Authority may provide the services required by this Agreement through staff, subcontractors and/or consultants.

IV.

The City's Duties and Responsibilities

A. Duties of City. Subject to the provisions of Section IV.D. hereof, the City agrees to maintain the existing level of services that the City currently provides in the PID subject to the

provision of funds for these services in the City budget. The City shall also:

1. Consider the promulgation of rules and regulations pertaining to the use of the public space in the PID after receiving the Authority's advice and assistance;
2. Provide for delinquent Assessments to bear interest and be subject to the penalties set forth in the Texas Tax Code;
3. Review and, if satisfactory, approve an annual report of delinquent property Assessments and liens thereon to be filed in the Harris County Clerk's office; and,
4. Upon the request of the Authority, the City will pursue the collection of delinquent Assessments.

B. Special City Account. The City has established a separate PID fund in the City treasury into which Assessment Revenue shall be deposited (the "Special City Account"). During the term of this Agreement, Assessment Revenue shall be paid only to the Authority as herein provided; however, the City may retain a portion of the annual Assessment Revenues to pay its actual cost of administering the PID and performing its services under this Agreement; such actual cost to be limited to the actual salary cost of the individuals performing the service plus a reasonable overhead factor times the number of hours worked performing the service plus any out-of-pocket expenses.

C. Limitation of Source of Payment. The City shall have no financial obligation to the Authority other than as provided in this Agreement or in other agreements between the City and the Authority. The City's obligation to the Authority under the Agreement is limited to the Assessment Revenue collected by the City. This Agreement shall create no obligation on the

City that is payable from taxes or other moneys of the City other than the Assessment Revenue collected by the City.

D. Allocated Funds; Limitation of City's Duties. The City's duty to pay money to the Authority for any purpose under this Agreement is limited in its entirety by the provisions of this Article. The fee herein provided for shall be the entire and complete compensation of Authority for its Services and expenses in connection herewith. The Authority recognizes that under certain provisions of the Charter of the City of La Porte and Article IX, Section 5, of the Texas Constitution, the City may not obligate itself by contract to an extent in excess of an amount theretofore appropriated thereto by the City Council. The Authority further recognizes that no appropriation has been made for the purposes of this Agreement or the City services herein described for City fiscal year 2006-2007 or for any other fiscal year during the term of this Agreement and that the obligation of the City hereunder is subject to future appropriation in connection with the City's budgets for future years by the City Council in its sole discretion. Unless and until the City Council sees fit to make an appropriation or appropriations for such purpose, the obligation of the City to the Authority under this Agreement, or in connection with the subject matter hereof, can and will be limited to the total amount appropriated.

V.

City Payment to Authority

Subject to the availability of funds in the Special City Account, the City will pay the Authority, not later than the first business day of each July in which a current, approved Budget is in effect for the Authority, all moneys then available in the Special City Account, subject to the retention by the City of administrative costs pursuant to Article IV, Section B, hereof

provided, however, that the City shall never be obligated to pay to the Authority an amount that exceeds the amount of the approved Budget for the then-current fiscal year.

A quarterly accounting of expenditures and revenues of the Authority, including its operating statements and balance sheets, shall be submitted to the Director by the forty-fifth (45th) day of the quarter following such expenditure or receipt of revenue (the "Accounting"). The City's review of the Accounting shall be limited to determining whether the expenditures are (i) authorized by the Budget and (ii) consistent with the terms of the contract pursuant to which they were incurred, and not a review to determine whether the Authority Board properly exercised its discretion in making the expenditure.

VI.

Budget, Accounting, and Audits

A. Books and Records. During the term of this Agreement, the Authority will prepare and submit to the City, by April 1 of each year (or, for the current fiscal year, the date of the final execution of this Agreement) during the term of this Agreement, its annual Budget setting forth the Authority's proposed expenditures during the ensuing fiscal year to accomplish the Annual Service Plan which will include the Authority's administrative costs incurred in connection with providing services under this Agreement. Administrative costs may include reasonable employee salaries, travel, insurance, and other benefits expenses. The annual Budget shall also disclose the amount of all revenues available to the Authority for purposes of funding the Services and expenses outlined in the Service Plan and is subject to the review and approval of City Council. The Authority may amend (increase, decrease, or adjust) its Budget but must advise the Director of such Budget amendments; *provided, however,* that Budget amendments which involve an increase, decrease, or adjustment of \$75,000 or more must be approved by City

Council. In the event that the City Council fails or refuses to approve the proposed budget of the Authority for the ensuing year by July 1 of that year, the Authority may continue to operate on the Budget for the previous fiscal year for a period not to exceed six (6) months. If, at the end of that period no budget has been approved by City Council, either the City or the Authority may terminate this Agreement as provided in Article XXIII hereof. Termination of this Agreement shall constitute the sole remedy of the parties under this circumstance.

By its approval of this Agreement, City Council hereby approves the Authority's 2007-2008 Budget which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. Accounts, Records, and Accounting Reports. The Authority will maintain books of records and accounts in which full, true, and proper entries will be made on all dealings, transactions, business, and matters which in any way affect or pertain to the operation of the PID, and the allocation and application of the Assessment Revenue. All such records shall be maintained in accordance with generally-accepted accounting principles and shall be clearly identified and readily accessible. The Authority shall provide free access to such books and records, at all times, to the City or its representatives in order that they may examine and audit the same and make copies thereof. The Authority shall further allow the City and its representatives to make inspections of all work data, documents, proceedings, and activities related to this Agreement. Such right of access and audit shall continue for a period of three (3) years from the date of final payment under this Agreement. The Authority will operate on the basis of a fiscal year which begins October 1 of each year.

C. Audit. At the end of each fiscal year (beginning with the fiscal year or fraction thereof during which this Agreement is executed) the Authority will have an audit prepared by an independent Certified Public Accountant for that fiscal year which shall be submitted to the

Authority and the City within ninety (90) days after the end of the fiscal year. The Authority shall furnish copies of such audit without cost to the City.

D. Authority Depository. The Authority shall have an account into which all payments made by the City pursuant to Article IV of this Agreement shall be deposited. Any moneys received from investing and reinvesting the moneys paid by the City to the Authority shall remain in this fund until used by the Authority for one of the purposes permitted by this Agreement, and may be commingled with other moneys of the Authority; *provided, however*, that these funds shall be accounted for separately. Moneys in this Authority account may be invested and reinvested by the Authority only in investments which would be eligible for investment by the City pursuant to the provisions of the Public Funds Investment Act (Chapter 2256, Texas Government Code). Funds on deposit in this account will be secured by the depository bank in the same manner as City funds are required to be secured at the City depository and in accordance with applicable Federal tax laws and Internal Revenue Service regulations.

VII.

Public Convenience and Safety

A. Observance of City Ordinances. The Authority shall observe City ordinances relating to obstructing streets, keeping alleys or other rights-of-way open and protecting same, and shall obey all laws and City ordinances controlling or limiting those engaged in the work.

B. Performance of Duties. The Authority shall perform its duties in a manner that will cause the least inconvenience and annoyance to the general public and the property owners, and will exercise every necessary precaution for the safety of the property and the protection of any and all persons and property located adjacent to or malting passage through said property.

VIII.

Right of Ownership

All permanent public facilities and equipment owned by City within the PID shall remain property of City, and such property shall not be disposed of by the Authority. All property and improvements purchased by the Authority shall be the property of the Authority and shall be maintained by the Authority throughout the term of this Agreement. Upon termination of this Agreement, title to all such Authority property shall immediately vest in the City without the need for further action on the part of the City. The Authority shall provide an up-to-date inventory of all of its property and improvements as an attachment to its annual budget.

IX.

Personal Liability of Public Officials

No director of the Authority nor any employee or agent of the Authority and no employee of the City, nor any agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement, or operations of the Authority under the terms of this Agreement.

X.

City Not Liable For Delay

It is expressly agreed that in no event shall the City be liable or responsible to the Authority or any other person for or on account of, any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

XI.

INDEMNITY AND RELEASE

A. INDEMNITY FOR PERSONAL INJURIES. THE AUTHORITY COVENANTS AND AGREES TO, AND DOES HEREBY, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS AND EMPLOYEES (THE "INDEMNIFIED PERSONS"), HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS INJURIES, INCLUDING DEATH, TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ANY PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY;

1. THE AUTHORITY'S AND/OR THE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUBCONTRACTORS OF THE AUTHORITY (COLLECTIVELY REFERRED TO IN NUMBERED PARAGRAPHS 1-3, AS THE "AUTHORITY") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSION
2. THE INDEMNIFIED PERSONS' AND THE AUTHORITY'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE AUTHORITY IS IMMUNE FROM LIABILITY OR NOT; AND
3. THE INDEMNIFIED PERSONS' AND THE AUTHORITY'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT

STATUTORY LIABILITY, WHETHER THE AUTHORITY IS IMMUNE FROM LIABILITY OR NOT.

THE AUTHORITY SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PERSONS HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE AUTHORITY'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. THE AUTHORITY SHALL NOT INDEMNIFY THE INDEMNIFIED PERSONS FOR THE INDEMNIFIED PERSONS' SOLE NEGLIGENCE.

B. INDEMNITY TO CITY PROPERTY. AUTHORITY SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF AUTHORITY, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.

C. RELEASE. THE AUTHORITY AGREES TO AND SHALL RELEASE THE INDEMNIFIED PERSONS 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 PERSONS' SOLE OR CONCURRENT NEGLIGENCE.

D. CONTRACTORS. THE AUTHORITY SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT PROJECTS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS

TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

E. Indemnification Procedures.

1. Notice of Claims. If the Indemnified Persons or the Authority receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - a. A description of the indemnification event in reasonable detail;
 - b. The basis on which indemnification may be due; and
 - c. The anticipated amount of the indemnified loss.

This notice does not estop or prevent the Indemnified Persons from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the Indemnified Persons do not provide this notice within the 10 day period, they do not waive any right to indemnification except to the extent that the Authority is prejudiced, suffers loss, or incurs expense because of the delay.

2. Defense of Claims.

- a. Assumption of Defense. The Authority may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Persons. The Authority shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Authority must advise the Indemnified Persons as to whether or not it will defend the claim. If the

Authority does not assume the defense, the Indemnified Persons shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- b. Continued Participation. If the Authority elects to defend the claim, the Indemnified Persons may retain separate counsel at their own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Authority may settle the claim without the consent or agreement of the Indemnified Persons, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Persons to comply with restrictions or limitations that adversely affect the Indemnified Persons; (ii) would require the Indemnified Persons to pay amounts that the Authority does not fund in full; or (iii) would not result in the Indemnified Persons' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

F. Insurance Requirements. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Authority under the terms of this Agreement. The Authority shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary in connection with its performance of its obligations under this Agreement.

G. Subordinate Obligation. The obligations of the Authority imposed by this Article are subordinate to the Authority's obligation to pay the principal of and interest on bonds and notes, if any.

H. Payment from Assessments. All costs or obligations of the Authority imposed by this Article may be paid from proceeds from insurance or, to the extent provided by law, Assessments.

XII.

Independent Contractor

It is expressly understood and agreed that the Authority shall perform all work and Services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City; that except as herein provided, the Authority shall have exclusive control of and the exclusive right to control the details of the Services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondeat superior shall not apply as between City and the Authority, its officers, agents, employees, contractors, and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and the Authority. No person performing any of the work and Services described hereunder shall be considered an officer, agent, servant, or employee of the City.

XIII.

Insurance

The Authority shall obtain and maintain insurance coverage continuously during the term of this Agreement, and the Authority shall contract with each contractor engaged by it hereunder

to maintain (and to cause each of its subcontractors to maintain) insurance coverage during the term of its contract, in each case in accordance with the terms of this Article through any combination of primary and excess coverage and, in the case of "claims made" coverage, for an additional two years thereafter.

A. Risks and Limits of Liability. The insurance required by this Article shall insure against the following risks in at least the following amounts:

<u>Coverage</u>	<u>Limit of Liability</u>
Workers' 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)
Commercial 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
Automobile Liability Insurance (for vehicles 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 the Authority to construct a particular project shall exceed \$1,000,000, the Authority shall contract with the contractor to maintain Commercial General Liability coverage for at least twice the combined minimum limits specified above.

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

C. 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 B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States*.

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

E. Deductibles. The Authority 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 City, its officers, agents, or employees.

F. Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice. The Authority shall (and shall contract with each contractor to) give written notice to the Director 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 project or location subject to this Agreement.

G. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

H. 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.

I. Liability for Premium. The Authority shall pay, from Assessments or other available funds, (or shall contract with contractors to pay) all insurance premiums for coverage required by this Article, and the City shall not be obligated to pay any premiums.

J. Subcontractors. Notwithstanding the other provisions of this Article, 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 \$100,000 per occurrence. The Authority shall provide (or shall contract with contractors to provide) copies of insurance certificates to the Director.

K. 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 Planning Director, the Authority shall furnish the Planning Director with certificates of insurance maintained by the Authority in accordance with this Article along with an affidavit from the Authority confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, the Authority shall furnish the City with certified copies of the Authority's actual insurance policies. Failure of the Authority to comply with the requirements of this Article shall constitute an event of default and the Director, at his or her sole discretion, may (1) suspend performance by the City hereunder and begin procedures to terminate this Agreement for default

pursuant to Article XXIII hereof, or (2) purchase the required insurance with City funds and, notwithstanding the provisions of Article V of this Agreement, deduct the cost of the premiums from amounts due to the Authority under this Agreement. The City shall never waive or be estopped to assert its right to terminate this Agreement pursuant to Article XXIII hereof because of its acts or omissions regarding its review of insurance documents.

L. Other Insurance. If requested by the Director, the Authority shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to the Authority's operations under this Agreement.

XIV.

Law to Be Observed

The Authority 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 shall be considered on account of ignorance thereof.

XV.

Permits

Before proceeding with the work hereunder, the Authority shall obtain and pay for any necessary permits and licenses, whether issued by the state, county, or city, and upon the Director's request, furnish proof thereof.

XVI.

Information

The Authority shall, at such times and in such form as City may require, furnish periodic information concerning the status of the Authority, the PID, and the performance of its obligations under the Agreement, and such other statements, certificates and approvals relative to the Authority and the PID as may be requested by the City.

XVII.

Borrowing

To the extent permitted by law, the Authority shall have the authority to borrow money and to pledge or assign the money it will receive under this Agreement to secure any such borrowing. The City consents to the assignment and pledge of the money it will receive under this Agreement if the Authority Board and the Planning Director consent to the assignment and pledge and approve the terms and conditions of the instruments assigning or pledging the proceeds to be received by the Authority pursuant to this Agreement.

XVIII.

Coordination with City Officials

Authority will coordinate its activities with the City Departments involved or providing services to the PID including, but not limited to:

- A. Planning Department
- B. Public Works Department
- C. Parks and Recreation Department
- D. Police Department
- E. Fire Department

Nothing in this Agreement is intended to confer upon the Authority the right to use, improve, or service any City property without the approval of the director of the affected City department.

XIX.

Address and Notice

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the Authority at the following address:

La Porte Redevelopment Authority
c/o David Hawes
Hawes Hill Calderon LLP
2500 Tanglewilde, Suite 260
Houston, Texas 77063

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the City at the following address:

City Manager
City of La Porte, Texas
City of La Porte City Hall
604 West Fairmont Parkway
La Porte, Texas 77571

XX.

Applicable Laws

This Agreement is made subject to the Constitution and laws of the State of Texas and the Charter of the City.

XXI.

Captions

The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and, therefore, will be given no effect in construing

this Agreement and shall not be restrictive of the subject matter of any article, section, or part of this Agreement.

XXII.

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 agency of the City.

XXIII.

Term and Termination

A. In General. The initial term of this Agreement shall begin on the Date of Countersignature and end upon the earliest to occur of 1) dissolution of the PID; 2) when all Assessments have been levied and all projects and Services have been completed in accordance with the Service and Assessment Plans, or 3) the end of fifteen (15) years from the effective date of this agreement.

B. Termination for Cause. A party may terminate its performance under this Agreement without cause or upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its duties under this Agreement as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (i) such termination shall be ineffective if within said 30-day period the defaulting party cures the default or (ii) such termination may be

stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

XXIV.

Amendment or Modifications

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

IN TESTIMONY OF WHICH this instrument has been executed can behalf of the Authority and the City in duplicate originals which shall be considered of equal force and effect.

DATED this ____ day of _____, 2007.

LA PORTE REDEVELOPMENT
AUTHORITY

CITY OF LA PORTE, TEXAS

Chairman of the Board of Directors

Mayor

Date: _____

Date: _____

ATTEST:

ATTEST

Secretary
(SEAL)

City Secretary
(SEAL)

Exhibit A

Authority's 2007 Budget

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

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

Invoice

TIRZ - # 1 - City of La Porte
604 W. Fairmont Pkwy.
La Porte, TX 77571

Page: 1

Terms: C.O.D.

City of La Porte Schedule of Personnel Expenses for TIRZ Fund												
Employee	Dept #	Hrs Worked	Hourly Rate	Total	5% per contract	FICA	5% per contract	TMRS	5% per contract	Total	5% per contract	TOTAL
Stephen Barr	8089	4	44.63	178.52	8.93	13.66	0.68	22.90	1.15	215.08	10.75	225.83
Brian Sterling	9091	3	24.65	73.95	3.70	5.66	0.28	9.49	0.47	89.09	4.45	93.55
Isaac Rodriguez	9091	1	14.12	14.12	0.71	1.08	0.05	1.81	0.09	17.01	0.85	17.86
Michael Dolby	6141	2	39.39	78.77	3.94	6.03	0.30	10.11	0.51	94.90	4.75	99.65
Shelley Wolny	6141	2	24.46	48.92	2.45	3.74	0.19	6.28	0.31	58.94	2.95	61.89
Le Ann Williams	6147	2	20.34	40.68	2.03	3.11	0.16	5.22	0.26	49.01	2.45	51.46
Kathy Powell	6145	10	29.27	292.69	14.63	22.39	1.12	37.55	1.88	352.63	17.63	370.26
Susan Felty	6067	1	11.94	11.94	0.60	0.91	0.05	1.53	0.08	14.39	0.72	15.11
John Joerns	6060	10.5	53.11	557.70	27.88	42.66	2.13	71.55	3.58	671.91	33.60	705.51
Melisa Lanclos	6060	25.5	14.31	364.96	18.25	27.92	1.40	46.82	2.34	439.70	21.98	461.68
Totals				\$ 1,662.25	\$ 83.11	\$ 127.16	\$ 6.36	\$ 213.27	\$ 10.66	\$ 2,002.68	\$ 100.13	\$ 2,102.81

Metzger Try to determine what yr? / file

LA PORTE TAX INCREMENT REINVESTMENT ZONE

STATE OF TEXAS)(

COUNTY OF HARRIS)(

CITY OF LA PORTE)(

NOTICE IS HEREBY GIVEN OF THE MEETING OF THE LA PORTE REDEVELOPMENT AUTHORITY TO BE HELD ON **MAY 24, 2007 AT 6:30 P.M.** AT LA PORTE RECREATIONAL AND FITNESS CENTER, 1322 SOUTH BROADWAY, LA PORTE, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

1. CALL TO ORDER – LINDSEY PFEIFFER, PRESIDENT
2. CONSIDER APPROVAL OF THE MINUTES OF THE FEBRUARY 28, 2007, BOARD OF DIRECTORS MEETING
3. CONSENT AGENDA – ANY ITEM MAY BE REMOVED BY A BOARD MEMBER FOR DISCUSSION
 - ENTERTAIN MOTION AND A SECOND TO APPROVE THE TIRZ ITEMS IN THE SAME FORM AND MANNER AS WAS APPROVED IN THE PREVIOUS REDEVELOPMENT AUTHORITY MEETING – LINDSEY PFEIFFER, CHAIRPERSON
 - A. CONSIDER APPROVAL OR OTHER ACTION REGARDING THE PUBLIC FUNDS DEPOSITOR COLLATERAL SECURITY AGREEMENT WITH AMEGY NATIONAL BANK ASSOCIATION
 - B. CONSIDER APPROVAL OR OTHER ACTION REGARDING A PROPOSAL BY HAWES HILL CALDERON LLP TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF THE LA PORTE REDEVELOPMENT AUTHORITY AND TAX INCREMENT REINVESTMENT ZONE
 - C. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO PAY REQUESTS ON BEHALF OF THE PORT CROSSING TIRZ PROJECT.
 - PAY REQUEST NUMBER ONE IN THE AMOUNT OF \$6,090,116.79
 - PAY REQUEST NUMBER TWO IN THE AMOUNT OF \$2,892,333.90
 - D. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO CHANGE ORDER NO. 1 IN THE AMOUNT OF \$334,707.40 TO THE ANGEL BROTHERS CONTRACT IN PORT CROSSING COMMERCE CENTER. THE CHANGE ORDER INCLUDES UPGRADES TO THE LIFT STATION, ADDING HEADWALLS IN LIEU OF RIP RAP, STORM SEWER PIPE ADJUSTMENTS, AND THE EXTENSION OF THE 12-INCH WATER MAIN
 - E. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO EXHIBIT B TO TIRZ DEVELOPMENT AGREEMENT WITH PORT CROSSING AND AMEND DEVELOPMENT AGREEMENT TO REFLECT CHANGES
 - F. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO PAY REQUESTS FOR THE LAKES OF FAIRMONT GREENS TIRZ PROJECT RELATED TO OFF SITE IMPROVEMENTS KNOWN AS THE SOUTH LA PORTE TRUNK SEWER PROJECT
 - PAY REQUEST NUMBER ONE
 - PAY REQUEST NUMBER TWO

- PAY REQUEST NUMBER THREE
 - ENGINEERING AND PROFESSIONAL COSTS
- G. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO AN AGREEMENT BY AND BETWEEN THE CITY OF LA PORTE, TEXAS, AND THE LA PORTE REDEVELOPMENT AUTHORITY FOR THE MANAGEMENT OF THE LA PORTE PUBLIC IMPROVEMENT DISTRICT NUMBER ONE
- H. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO AUTHORITY INVOICES
- I. STAFF REPORT AND UPDATES
- J. BOARD MEMBER COMMENTS
- K. ADJOURNMENT

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

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

Martha A. Gillett, TRMC
City Secretary

Date Posted

LA PORTE TAX INCREMENT REINVESTMENT ZONE,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Tax Increment Reinvestment Zone
FROM: Zone Administrator
DATE: May 21, 2007
SUBJECT: Agenda Item Materials

2. Consider approval of the minutes of the February 28, 2007, board of directors meeting.
3. Consent Agenda – any item may be removed by a board member for discussion

Entertain motion and a second to approve the TIRZ items in the same form and manner as was approved in the previous Redevelopment Authority meeting.

**La Porte Tax Increment Reinvestment Zone Number One,
City of La Porte, Texas
Minutes of the Board Meeting
Held February 28, 2007**

1. CALL TO ORDER AND DETERMINATION OF A QUORUM

The Board of Directors of the Tax Increment Reinvestment Zone Number One, City of La Porte, Texas, held a meeting, open to the public, on the 28th day of February, 2007, and meeting was called to order at 6:46 p.m. in Council Chambers at the City Hall, 604 West Fairmont Parkway, La Porte, Texas 7751 and the roll was called of the duly appointed members of the Board, to wit:

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

and all of the above were present except Director Antone, Director Martin, and Director Meza, thus constituting a quorum. Also present at the meeting were John Joerns, David Hawes, Michael Dolby, and Russell Plank.

2. CONSIDER APPROVAL OF THE MINUTES OF THE NOVEMBER 29, 2006 BOARD OF DIRECTORS MEETING

Upon a motion duly made by Director Porter and being seconded by Director Say, the board unanimously approved the minutes of November 29, 2006

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

- ENTERTAIN A MOTION AND A SECOND TO APPROVE THE TIRZ ITEMS IN THE SAME FORM AND MANNER AS WAS APPROVED IN THE PREVIOUS REDEVELOPMENT AUTHORITY MEETING – LINDSEY PFEIFFER, CHAIRPERSON
- A. REVIEW AND CONSIDER APPROVAL OF ANNUAL AUDIT FOR LA PORTE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2006
- B. CONSIDER COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (THIS "ASSIGNMENT") MADE BY PORT CROSSING LAND, LP, A TEXAS LIMITED PARTNERSHIP ("ASSIGNOR"), IN FAVOR OF LASALLE BANK NATIONAL ASSOCIATION, A NATIONAL BANK ASSOCIATION ("ASSIGNEE")
- C. STAFF REPORT AND UPDATES
- D. BOARD MEMBER COMMENTS

E. ADJOURNMENT

Upon a motion duly made by Director Say and being seconded by Director Pool, the board unanimously approved the consent agenda in the same manner and form as approved in the Redevelopment Authority Board Meeting and adjourned at 6:47 PM.

SIGNED: _____ ATTEST: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____