

Agendas and Agenda Materials  
Meetings of the Boards of Directors

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La Porte Redevelopment Authority



La Porte Tax Increment  
Reinvestment Zone

August 26, 2009

**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 AUGUST 26, 2009 AT 6:30 P.M. IN CITY COUNCIL CHAMBERS, CITY HALL, 604 WEST FAIRMONT PARKWAY, LA PORTE, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:**

1. Call to order – Lindsey Pfeiffer, President;
2. Consider approval of the minutes of Board of Directors Meeting:
  - a. August 27, 2008 *the last minutes*
  - b. May 27, 2009 *minutes have a mistake ~*
3. Receive Nominations and Elect Officers;
4. Consider Fiscal Year 2008 La Porte Redevelopment Authority Audit; *1st Christen*
5. Consider La Porte Redevelopment Authority Fiscal Year 2009-10 Budget; *2nd David*
6. (Ratify) Payments made La Porte Redevelopment Authority for Highway 146 Signal Project; *Annexed Perry*
7. Consider Approval of 5% Payment to City of La Porte for Administrative Costs as Prescribed in the Tri Party Agreement; *Perry Christen*
8. Consider Extension/Renewal of Agreement with Hawes Hill and Calderon LLP for Board Management and Professional Services; *2 YR : termination w/o cause Board have*
9. Receive and Discuss Reimbursement Agreement with La Porte 4b Corporation with regard to Sylvan Beach Restoration Project; *see Aug 27th (reimbursement) for back up*
10. Consider approval or other action with regard to authority invoices; *Perry*
11. Receive Staff report and updates with regard to Port Crossing, Lakes on Fairmont Green, Retreat at Bay Forrest Development Project, progress of the signal/paving project, and Preserve at Taylor Bayou;
12. Board member comments;
  - a. Matters appearing on Agenda;
  - b. Inquiry of staff regarding specific factual information or existing policy
13. Adjournment. *7:32*

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

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

David W. Hawes  
Executive Director

A handwritten signature in black ink, appearing to read "D. W. Hawes". The signature is written in a cursive, flowing style.

Date Posted

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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2. Consider approval of the minutes of the Board of Directors meetings:

- a. August 27, 2008
- b. May 27, 2009

**La Porte Redevelopment Authority,  
City of La Porte, Texas  
Minutes of the Board Meeting  
Held August 27, 2008**

**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 27<sup>th</sup> day of August 2008, and meeting was called to order at 6:30 p.m. in the City Council Chambers of 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 Say, thus constituting a quorum. Also present at the meeting were John Joerns, Michael Dolby, David Hawes, Gretchen Larson, Russell Plank, and Norman Reed.

**2. Consider approval of the minutes of the February 27, 2008 Board of Directors meeting.**

Upon a motion duly made by Director Porter and being seconded by Director Turnquist, the board unanimously approved the minutes of February 27, 2007 meeting.

**3. Consider FY 2008-2009 Budget.**

Mr. Hawes gave an overview of the proposed budget. Upon a motion duly made by Director Porter and being seconded by Director Meza, the board unanimously approved the budget for FY 2008-2009.

**4. Consider proposals for the preparation of Agreed-Upon-Procedure Reports for the reimbursement of Developers.**

Mr. Joerns and Mr. Hawes explained the need for an Agreed-Upon Procedures Report for the reimbursement of development costs for Port Crossing. There was general discussion. Upon a motion duly made by Director Martin and being seconded by Director Leopard, the board unanimously approved hiring McCall Gibson to prepare the Agreed-Upon Procedures Report.

**5. Receive Report, Discuss and to provide staff with direction to draft a reimbursement agreement for a future agenda with regard to the Sylvan Beach Shoreline Rehabilitation Matching Grant.**

Mrs. Larson gave a report to the board with regard to the Sylvan Beach Shoreline Project. She indicated that the city was working with the General Land office and the county. She also indicated that since this is a project within the TIRZ Plan and that the board will be asked to participate in the funding. No action was taken.

**6. Receive report with regard to the Lakes of Fairmont Green Project as it relates to fencing, intersection signalization and other related public improvements.**

Mr. Joerns and Mr. Hawes gave the board an overview of the issues related to the Lakes of Fairmont Green Project.

**7. Consider approval or other action with regard to authority invoices.**

Mr. Hawes gave an overview of the invoices. Upon a motion duly made by Director Martin and being seconded by Director Porter, the board unanimously approved the invoices.

**8. Staff report and updates.**

Mr. Plank updated the board on the status of Port Crossing. There was general discussion on the matter. No other staff reports were given.

**9. Board member comments.**

There were no board comments.

**10. ADJOURNMENT.**

Board Chair Pfeiffer adjourned the meeting at 7:35 PM.

SIGNED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**La Porte Redevelopment Authority,  
City of La Porte, Texas  
Minutes of the Board Meeting  
Held May 27, 2009**

**1. CALL TO ORDER AND DETERMINATION OF 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 27<sup>th</sup> day of May 2009; the meeting was called to order at 6:30 p.m. in the City Council Chambers of the City Hall, 604 West Fairmont Parkway, La Porte, Texas; and the roll was called of the duly appointed members of the Board, to wit:

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

and all of the above were present except Director Porter, Director Antone and Director Graham, thus constituting a quorum. Also present at the meeting were Russell Plank (Port Crossing); John Joerns, Debbie Westbeld and David Hawes.

Chairman Pfeiffer called the meeting to order at 6:30 p.m.

**2. Consider approval of the minutes of the February 11, 2009 Board of Directors meeting.**

Upon motion made by Director Martin, seconded by Director Meza, the board voted unanimously to approve the minutes as presented.

**3. Consider Agreed-Upon Procedures Report with regard to project costs incurred by Port Crossing Land, LP, a Texas limited partnership.**

Mr. McCall gave an overview of the Agreed Upon-Procedures Report as it related to the documented project costs owed to Port Crossing. Upon motion made by Director Pool, seconded by Director Leopard, the board voted unanimously to approve the Agreed-Upon Procedures Report for Port Crossing.

- 4. Consider Reimbursement to Port Crossing Land, LP, a Texas limited partnership based upon accepted Agreed-Upon Procedures Report with regard to project costs.**

David Hawes gave an overview of the accounting detail related to the funds available to pay Port Crossing based upon the previously approved Agreed-Upon Procedures Report. Mr. Hawes recommended approval. Upon motion made by Director Meza, seconded by Director Turnquist, the board voted unanimously to pay \$826,186.83 from the Redevelopment Authority Fund to Port Crossing.

- 5. Consider payment to City of La Porte in the amount of \$100,000 for TIRZ and Redevelopment Authority start-up costs.**

Mr. Hawes and Mr. Joerns went over the purpose of the payment to the city. That being the City of La Porte had advanced funds for the operation of the Redevelopment Authority and TIRZ in the amount of \$100,000 at no interest. Upon motion made by Director Martin, seconded by Director Pool, the board voted unanimously to approve the payment of \$100,000 to the City.

- 6. Consider approval or other action with regard to authority invoices.**

Mr. Hawes presented the cash flow report and invoices. Upon motion made by Director Pool, seconded by Director Meza, the board voted unanimously to approve the report and invoices for payment as presented.

- 7. Receive Staff report and updates with regard to Port Crossing, Lakes on Fairmont Green, Retreat at Bay Forrest Development Project, progress of the signal/paving project, and status of audit.**

David Hawes gave an update on the audit and the progress being made. Mr. Joerns gave an update on the SH 146/Wharton Weems Project and that notice to proceed had been given to Durwood Green (Contractor) to proceed. Mr. Plank updated the board that they had plans for two more buildings, but are waiting for the economy to improve. Mr. Joerns gave the board an update on the Lakes of Fairmont Green Project and discussed the sale of property to the La Porte ISD. Mr. Joerns gave the board an update on the Retreat at Bay Forrest Project with regard to streets and drainage issues.

- 8. Board member comments**
  - a. Matters appearing on Agenda**

No Board Member Comments

- 9. Adjournment.**

Director Turnquist moved to adjourn; Director Martin seconded. The meeting adjourned at 7:18 PM.



SIGNED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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4. Consider Fiscal Year 2008 La Porte Redevelopment Authority audit.

**LA PORTE  
REDEVELOPMENT AUTHORITY**

**ANNUAL FINANCIAL REPORT**

**SEPTEMBER 30, 2008**

**PATTILLO, BROWN & HILL, L.L.P.**  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

# LA PORTE REDEVELOPMENT AUTHORITY

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SEPTEMBER 30, 2008

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**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
of La Porte Redevelopment Authority

We have audited the accompanying financial statements of the governmental activities and each major fund of La Porte Redevelopment Authority (the "Authority") as of and for the year ended September 30, 2008, which collectively comprise the Authority's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these basic financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major funds of the Authority as of September 30, 2008, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis and budgetary comparison information on pages 2 through 4 and pages 11 and 12 are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

*Pattillo, Brown & Hill, LLP*

February 25, 2009

## Management's Discussion and Analysis

As management of the La Porte Redevelopment Authority (the "Authority"), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal year ended September 30, 2008. We encourage readers to consider the information presented here in conjunction with the basic financial statements which follow this section.

### *Overview of the Authority:*

The City of La Porte, Texas (the "City") authorized the creation of the La Porte Redevelopment Authority (the "Authority") by the Resolution No. 2000-19 passed on December 11, 2000. The Authority was set up as a local government corporation pursuant to provisions of Chapter 394 of the Texas Local Government Code. The Authority is organized as a public nonprofit corporation for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental function to promote the common good and general welfare of Tax Increment Reinvestment Zone (the "TIRZ") and neighboring areas and to promote, develop, encourage and maintain housing, educational facilities, employment, commerce and economic development in the City. The Authority may issue bonds with consent of City Council. The Authority is managed by a Board of Directors consisting of 9 members who are appointed by the Mayor with the approval of City Council.

### *Financial Highlights:*

- The liabilities of the Authority exceeded its assets as of September 30, 2008, by \$(293,847) (i.e. Net assets deficit).
- The Authority's total net assets decreased by \$293,847 during the year.
- Cash and investments equaled \$321,179.
- Annual expenses consist of constructing of capital assets on behalf of the City and administrative costs.

### *Overview of the Financial Statements:*

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements. The Authority's basic financial statements comprise three components: (1) Management's Discussion and Analysis (this section); (2) government-wide financial statements, which include the fund financial statements, and (3) notes to the financial statements.

The financial statements include the Statement of Net Assets and Governmental Fund Balance Sheet and Statement of Activities and Governmental Fund Revenues, Expenditures and Changes in Fund Balance that present information for the Authority as a whole and provide an indication of the Authority's financial health.

The Statement of Net Assets presents information showing how the Authority's net assets changed during the fiscal year. All changes in net assets are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes).

The Authority, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The Authority's funds are Governmental funds. Governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The financial statements can be found on pages 5 through 6 of this report.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes to the financial statements can be found on pages 7 through 10 of this report.

### ***Financial Analysis:***

As noted earlier, net assets may serve over time as a useful indicator of the Authority's financial position. As of September 30, 2008, the Authority's liabilities exceeded assets by \$293,847. Only one year of government-wide information is available.

### **La Porte Redevelopment Authority's Net Assets**

	<u>2008</u>
Assets	\$ 321,179
Long-term liabilities	<u>615,026</u>
Net assets:	
Unrestricted	( 293,847)
Total net assets (deficit)	<u>\$ ( 293,847)</u>

Overall, the Authority had a decrease in net assets of \$293,847. This decrease is primarily related to the Authority constructing capital assets on behalf of the City.

## La Porte Redevelopment Authority's Change in Net Assets

	<u>2008</u>
Revenues:	
General revenues:	
Property taxes	\$ 260,201
Intergovernmental	100,000
Interest	<u>14,632</u>
Total general revenues	374,833
Expenses:	
General government	<u>668,680</u>
Total expenses	<u>668,680</u>
<b>CHANGE IN NET ASSETS</b>	( 293,847)
<b>NET ASSETS, BEGINNING</b>	<u>-</u>
<b>NET ASSETS, ENDING</b>	<u><u>\$ ( 293,847)</u></u>

Annual expenses consist of constructing capital assets on behalf of the City and administrative cost.

### ***Budgetary Highlights***

During the year, the Authority did not amend its budget. Expenditures were greater than appropriations primarily due to construction expenditures on behalf of the City being greater than anticipated in the current year.

### ***Long-term Debt***

The Authority owes \$615,026 to the City of La Porte. During the year, the payable was reduced by \$46,974. More detailed information about the Authority's long-term debt is presented in the notes to the financial statements.

### ***Discussion of Currently Known Facts, Decision or Condition in Fiscal Year 2008:***

As of January 1, 1999, the property tax base was \$7,385,080. As of January 1, 2008, the property tax value is \$73,258,653. The tax rate is \$2.335 on each \$100 of taxable value.

### ***Requests for Information:***

This financial report is designed to provide our citizens with a general overview of the Authority's finances. If you have any questions about this report or need any additional information, please contact David Hawes, P. O. Box 22167, Houston, Texas 77227.



# LA PORTE REDEVELOPMENT AUTHORITY

## STATEMENT OF NET ASSETS AND GOVERNMENTAL FUND BALANCE SHEET

SEPTEMBER 30, 2008

	<u>General</u>	<u>Adjustments</u>	<u>Statement of Net Assets</u>
<b>ASSETS</b>			
Cash and investments	\$ <u>321,179</u>	\$ <u>-</u>	\$ <u>321,179</u>
Total assets	<u>321,179</u>	<u>-</u>	<u>321,179</u>
<b>LIABILITIES</b>			
Due to City of La Porte	<u>-</u>	<u>615,026</u>	<u>615,026</u>
Total liabilities	<u>-</u>	<u>615,026</u>	<u>615,026</u>
<b>FUND BALANCE/NET ASSETS</b>			
Fund balance:			
Unreserved, undesignated	<u>321,179</u>	<u>( 321,179)</u>	
Total fund balance	<u>321,179</u>	<u>( 321,179)</u>	
Total liabilities and fund balance	\$ <u>321,179</u>		
Net assets:			
Unrestricted		<u>( 293,847)</u>	<u>( 293,847)</u>
Total net assets		\$ <u>( 293,847)</u>	\$ <u>( 293,847)</u>

The accompanying notes are an integral part of these financial statements.

**LA PORTE REDEVELOPMENT AUTHORITY**  
**STATEMENT OF ACTIVITIES**  
**AND GOVERNMENTAL FUND REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE**

**FOR THE YEAR ENDED SEPTEMBER 30, 2008**

	<u>General</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Expenditures/expenses:			
Current:			
General government	\$ 668,680	\$ -	\$ 668,680
Debt service:			
Payment to the City of La Porte	<u>46,974</u>	<u>( 46,974)</u>	<u>-</u>
Total expenditures/expenses	<u>715,654</u>	<u>( 46,974)</u>	<u>668,680</u>
General revenues:			
Property taxes	260,201	-	260,201
Intergovernmental	100,000	-	100,000
Interest	<u>14,632</u>	<u>-</u>	<u>14,632</u>
Total general revenues	<u>374,833</u>	<u>-</u>	<u>374,833</u>
Excess (deficiency) of revenues over (under) expenditures	<u>( 340,821)</u>	<u>340,821</u>	
Change in fund balance/net assets	( 340,821)	46,974	( 293,847)
Fund balance/net assets:			
Beginning	<u>662,000</u>	<u>( 662,000)</u>	<u>-</u>
Ending	<u>\$ 321,179</u>	<u>\$ ( 615,026)</u>	<u>\$ ( 293,847)</u>

**The accompanying notes are an integral part of these financial statements.**

# LA PORTE REDEVELOPMENT AUTHORITY

## NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2008

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Reporting Entity

The City of La Porte, Texas (the "City") authorized the creation of the La Porte Redevelopment Authority (the "Authority") by the Resolution No. 2000-19 passed on December 11, 2000. The Authority was set up as a local government corporation pursuant to provisions of Chapter 394 of the Texas Local Government Code. The Authority is organized as a public nonprofit corporation for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental function to promote the common good and general welfare of Tax Increment Reinvestment Zone (the "TIRZ") and neighboring areas and to promote, develop, encourage and maintain housing, educational facilities, employment, commerce and economic development in the City. The Authority may issue bonds with consent of City Council. The Authority is managed by a Board of Directors consisting of 9 members who are appointed by the Mayor with the approval of City Council.

#### Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the activities of the government. *Governmental activities* are supported by property taxes and investment revenue.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenue. *Direct expenses* are those that are clearly identifiable with a specific function. *Program revenue* includes 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Property taxes and other items not properly included among program revenue are reported instead as *general revenue*.

The government-wide and fund financial statements are provided for the governmental fund of the Authority with a column for adjustments between the two statements.

#### Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied.

(continued)

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Measurement Focus, Basis of Accounting and Financial Statement Presentation** (Continued)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be *available* when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Authority considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, are recorded only when payment is due.

The Authority reports the following major governmental fund:

The ***General Fund*** is the Authority's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the government-wide financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board.

**Assets, Liabilities and Net Assets or Equity**

***Receivables and Payables***

Property taxes are levied on October 1 and attach as an enforceable lien on property as of January 1. Statements are mailed on October 1, or as soon thereafter as possible, and are due upon receipt. All unpaid taxes become delinquent if not paid before February 1 of the following year.

Governmental funds report *deferred revenue* in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. As of September 30, 2008, the Authority does not have property taxes receivable or deferred revenue.

***Long-term Obligations***

In the government-wide financial statements, long-term liabilities are reported as liabilities in the governmental activities statement of net assets. In the fund financial statements, governmental fund types recognize the long-term obligation as other financing sources, during the current period.

(continued)

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Assets or Equity (Continued)

#### *Fund Equity*

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change. As of September 30, 2008, the Authority does not have reservations or designations of fund balance.

#### *Net Assets*

Net assets represent the difference between assets and liabilities. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislations adopted by the Authority or through external restrictions imposed by creditors or laws or regulations of other governments.

#### *Estimates*

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

## 2. STEWARDSHIP AND ACCOUNTABILITY

### Budgetary Information

Expenditures exceeded appropriations by \$384,122. This overrun was covered with existing fund balance.

### Deficit Net Assets

A net asset deficit of \$293,846 exists as of September 30, 2008. This deficit is the result of the Authority borrowing money from the City of La Porte to finance capital improvements. As of September 30, 2008, the amount outstanding that was used to finance construction of assets was \$615,026.

### 3. DETAILED NOTES ON ALL FUNDS

#### Deposits

***Custodial Credit Risk.*** In the case of deposits, this is the risk that in the event of a bank failure, the Authority's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government obligations or its agencies and instrumentalities, or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits. As of September 30, 2008, \$221,179 of the Authority's \$321,179 deposit balance was collateralized with securities held by the pledging financial institution. The remaining balance, \$100,000, was covered by FDIC insurance.

#### Long-term Obligations – Due to the City of La Porte

The City of La Porte financed capital improvements on behalf of the Authority. A payment schedule has not been determined between the City and the Authority. Long-term liability activity for the year ended September 30, 2008, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>
<u>Governmental activities:</u>				
Due to the City of La Porte	\$ 662,000	\$ -	\$ 46,974	\$ 615,026
	<u>\$ 662,000</u>	<u>\$ -</u>	<u>\$ 46,974</u>	<u>\$ 615,026</u>

**REQUIRED  
SUPPLEMENTARY INFORMATION**

# LA PORTE REDEVELOPMENT AUTHORITY

## SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

### GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2008

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
<b>REVENUES</b>				
Property taxes	\$ 121,438	\$ 121,438	\$ 260,201	\$ 138,763
Intergovernmental	231,348	231,348	100,000	( 131,348)
Interest	-	-	14,632	14,632
Total revenues	<u>352,786</u>	<u>352,786</u>	<u>374,833</u>	<u>22,047</u>
<b>EXPENDITURES</b>				
Current:				
General government	331,532	331,532	668,680	( 337,148)
Debt service:				
Payment to the City of La Porte	-	-	46,974	( 46,974)
Total expenditures	<u>331,532</u>	<u>331,532</u>	<u>715,654</u>	<u>( 384,122)</u>
Change in fund balance/net assets	21,254	21,254	( 340,821)	( 362,075)
<b>FUND BALANCE, BEGINNING</b>	<u>662,000</u>	<u>662,000</u>	<u>662,000</u>	<u>-</u>
<b>FUND BALANCE, ENDING</b>	<u>\$ 683,254</u>	<u>\$ 683,254</u>	<u>\$ 321,179</u>	<u>\$ ( 362,075)</u>



# **LA PORTE REDEVELOPMENT AUTHORITY**

## **NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

**SEPTEMBER 30, 2008**

### **BUDGETARY INFORMATION**

An annual budget is adopted on a basis consistent with generally accepted accounting principles. The legal level of control is a fund.

Expenditures exceeded appropriations by \$384,122. This overrun was covered with existing fund balance.

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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5. Consider La Porte Redevelopment Authority Fiscal Year 2009-2010 budget.

**La Porte Redevelopment Authority**  
**Tax Increment Reinvestment Zone Number One**  
**City of La Porte**  
**FY 2009- 10 Proposed Budget**

	<b>2008-09 Approved Budget</b>	<b>2008-09 Estimated</b>	<b>2009-10 Proposed Budget</b>
<b>Revenues:</b>			
Beginning Fund Balance	\$ 289,059	\$ 321,179	\$ 204,068
City Transfer of TIRZ (Previous Years)	\$ -	\$ -	\$ -
Estimated TIRZ Revenues	\$ 309,774	\$ 1,334,099	\$ 1,400,804
Interest on City TIRZ Funds	\$ 10,000	\$ 5,365	\$ 2,500
Estimated TIRZ Developer Advances	\$ -	\$ -	\$ -
Lakes of Fairmont Greens	\$ 1,200,000	\$ 200,000	\$ -
Retreat at Bay Forest	\$ -	\$ -	\$ -
Port Crossing	\$ -	\$ 200,000	\$ -
<b>Total Revenues</b>	<b>\$ 1,808,832</b>	<b>\$ 2,060,643</b>	<b>\$ 1,607,373</b>
<b>TIRZ M&amp;O Expenses:</b>			
Administration and Project Management	\$ 42,000	\$ 41,500	\$ 42,000
Legal	\$ 5,000	\$ -	\$ 5,000
Agreed Upon Procedures Reports	\$ 7,500	\$ 5,000	\$ 7,500
Annual Audit	\$ 3,500	\$ 3,000	\$ 9,000
Operating Expenses	\$ 2,500	\$ 1,636	\$ 3,000
Bank Expenses	\$ 50	\$ 130	\$ 60
City Loan Repayment	\$ 100,000	\$ 100,000	\$ -
<b>Total Expenses</b>	<b>\$ 160,550</b>	<b>\$ 151,266</b>	<b>\$ 66,560</b>
<b>Transfers</b>			
City Administration <i>5% Annual Rev.</i>	\$ 15,489	\$ 39,350	\$ 44,965
Educational Facilities	\$ 59,736	\$ 232,633	\$ 244,264
<b>Total Transfers</b>	<b>\$ 75,225</b>	<b>\$ 271,983</b>	<b>\$ 289,229</b>
<b>Capital Improvements</b>			
City CIP Trunk Line Project	\$ -	\$ -	\$ -
TIRZ Developer Projects			
Lakes of Fairmont Greens	\$ 1,200,000	\$ 200,000	\$ -
Retreat at Bay Forest			
Port Crossing		\$ 1,233,327	\$ 1,058,177
	<b>\$ 1,200,000</b>	<b>\$ 1,433,327</b>	<b>\$ 1,058,177</b>
<b>Ending Fund Balance</b>	<b>\$ 373,058</b>	<b>\$ 204,068</b>	<b>\$ 193,407</b>

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

---

6. Ratify Payments La Porte Redevelopment Authority Made for Highway 146 Signal Project:

The following invoices were received and approved by the City of La Porte for payment from the Construction Account:

Pay Application No. 1, Durwood Greene Construction Company	\$170,271.09
Coastal Testing Laboratories, Inc.	<u>5,055.50</u>
Total	\$175,326.59

Supporting documentation is provided in the following agenda section.

*From the City of La Porte  
• been received by the City of La Porte  
regarding the  
the construction*



*Construction  
acct.*

# City of La Porte

Established 1892

Approved:  
*[Signature]*  
06.15.09

June 12, 2009

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

RE: SH 146 at Wharton Weems Blvd. Turn Lane – Pay Application

Dear David,

The attached pay estimate has been reviewed by the City of La Porte and it has been approved for payment with modification. The pay application has been reduced by \$4,500. A payment of \$170,271.09 is recommended. Please process the enclosed pay application upon receipt.

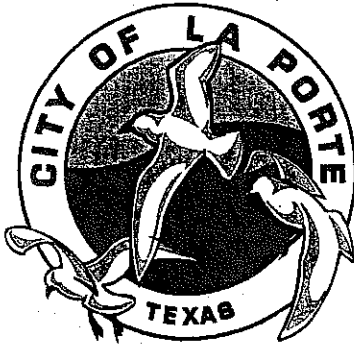
Sincerely,

*[Signature]*

Debbie Westbeld  
Economic Development Coordinator

cc: John Joerns, Assistant City Manager

*paid 6/16/09  
check # 0109  
JRH*



**CITY OF LA PORTE PLANNING DEPARTMENT**

604 W. Fairmont Parkway, La Porte, TX 77571

[www.ci.la-porte.tx.us](http://www.ci.la-porte.tx.us)

Phone: (281) 471-5020 / Fax (281) 470-5005

June 11, 2009

Danny Marcheli  
Durwood Greene Construction Co.  
P.O. Box 1338  
Stafford, Texas 77497-1338

Re: SH 146 at Wharton Weems Blvd. Turn Lane - Pay Application

Dear Marcheli,

The City of La Porte is in receipt of pay application No.1 and it has been approved for payment with modification. The pay application has been reduced by \$4,500. The reason for the reduction is line items # 30 and #31 have not been performed on this project. The pay application is currently being forwarded onto David Hawes for processing.

If you have question or concerns please give me a call at 281-470-5065.

Sincerely,

Reagan McPhail

Public Improvements Coordinator

cc: David Hawes



P.O. Box 1338    Stafford, Texas 77497-1338    (281) 499-1551    Fax (281) 499-1525

## LETTER OF TRANSMITTAL

**Date:** June 3, 2009

**TO:** Port Crossing Land, L.P.

**Re:** SH 146 at Wharton Weems Blvd  
Right Turn Lane & U-turn Lane

**Attn:** Mr. Ryan Lovell

**Job Number:** DG 1591

No. Copies	Description	Action Required
1	Pay Estimate No. 1	Submittal
1	Partial/Final Waiver of Lien	Submittal

**Remarks:**

**Copy To:**

Sincerely yours,

Danny Marcheli  
Construction Manager

*Please  
Review  
7/2/09  
JF  
JFK  
Dawn*

CONTRACTOR: Durwood Greene Construction Co.  
P. O. Box 1338  
Stafford, Texas 77497-1338

OWNER: Port Crossing Land, LP  
c/o Jones & Carter, Inc.  
6335 Gulfon, Suite 100  
Houston, Texas 77081

DATE: 31-May-09  
INVOICE NO.: 200905-132  
JOB NO.: 1591  
EST. NO.: 1

ENGINEER: Jones & Carter, Inc.  
6335 Gulfon, Suite 100  
Houston, Texas 77081

PROJECT: SH 146 at Wharton Weems Blvd  
Right Turn Lane and U-Turn Lane  
in La Porte, Texas

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	COMPLETED TO DATE		COMPLETE LAST ESTIMATE		COMPLETE THIS ESTIMATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
GENERAL ITEMS											
1	MOVE-IN & START-UP, INCL BONDS	LS	1.00	15,000.00	15,000.00	1.00	15,000.00	0.00	0.00	1.00	15,000.00
2	PREPARATION OF R-O-W	AC	1.00	12,000.00	12,000.00	1.00	12,000.00	0.00	0.00	1.00	12,000.00
TEMPORARY TRAFFIC CONTROL											
3	TEMPORARY 4" SLD WK ZN PAV MRKG	LF	776.00	2.00	1,552.00	776.00	1,552.00	0.00	0.00	776.00	1,552.00
4	TEMPORARY TRAFFIC CONTROL	LS	1.00	15,000.00	15,000.00	0.85	12,750.00	0.00	0.00	0.85	12,750.00
PAVING & ROADWAY											
5	EXCAVATION OF ROADWAY & CHANNEL	CY	1,360.00	15.00	20,400.00	1,360.00	20,400.00	0.00	0.00	1,360.00	20,400.00
6	EMBANKMENT (DENS CONT) (TY C)	CY	785.00	15.00	11,775.00	785.00	11,775.00	0.00	0.00	785.00	11,775.00
7	CONCRETE CURB (DOWEL)	LF	1,335.00	7.00	9,345.00	0.00	0.00	0.00	0.00	0.00	0.00
8	REMOVAL OF CONCRETE CURB	LF	880.00	7.00	6,160.00	880.00	6,160.00	0.00	0.00	880.00	6,160.00
9	LIME TREAT 6" SUBGRADE, INCL MIX & COMPACT	SY	2,010.00	5.00	10,050.00	2,010.00	10,050.00	0.00	0.00	2,010.00	10,050.00
10	LIME FOR SUBGRADE (30 LB/SY)	TON	30.00	170.00	5,100.00	30.94	5,259.80	0.00	0.00	30.94	5,259.80
11	CEMENT TREATED 6" BASE, INCL MIX & COMPACT	SY	2,010.00	17.00	34,170.00	2,010.00	34,170.00	0.00	0.00	2,010.00	34,170.00
12	ASPHALT TREAT 8" STABILIZED BASE (BLACK BASE)	TON	337.00	85.00	28,645.00	377.14	32,056.90	0.00	0.00	377.14	32,056.90
13	ASPHALT TREAT 1" STABILIZED BASE (BOND BRKR)	TON	53.00	180.00	9,540.00	52.73	9,491.40	0.00	0.00	52.73	9,491.40
14	HMAC 1.5" LEVEL-UP	TON	70.00	200.00	14,000.00	0.00	0.00	0.00	0.00	0.00	0.00
15	HMAC 1.5" SURFACE	TON	70.00	200.00	14,000.00	0.00	0.00	0.00	0.00	0.00	0.00
16	CONCRETE PAVEMENT (CRCP) (10")	SY	831.00	69.00	57,339.00	0.00	0.00	0.00	0.00	0.00	0.00
PAVEMENT MARKINGS											
17	INSTALL PROJECT SIGNS	EA	4.00	600.00	2,400.00	4.00	2,400.00	0.00	0.00	4.00	2,400.00
18	TYPE I PAV MRKG, 8" SLD WHITE (THERMO)	LF	660.00	3.00	1,980.00	0.00	0.00	0.00	0.00	0.00	0.00
19	TYPE I PAV MRKG, WHITE YIELD TRIANGLE (THERMO)	LF	24.00	25.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00



CONTRACTOR: Durwood Greene Construction Co.  
P. O. Box 1338  
Stafford, Texas 77497-1338

OWNER: Port Crossing Land, LP  
c/o Jones & Carter, Inc.  
6335 Gulfon, Suite 100  
Houston, Texas 77081

DATE: 31-May-09  
INVOICE NO.: 200905-132  
JOB NO.: 1591  
EST. NO.: 1

ENGINEER: Jones & Carter, Inc.  
6335 Gulfon, Suite 100  
Houston, Texas 77081

PROJECT: SH 146 at Wharton Weems Blvd  
Right Turn Lane and U-Turn Lane  
in La Porte, Texas

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	COMPLETED TO DATE		COMPLETE LAST ESTIMATE		COMPLETE THIS ESTIMATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
20	TYPE I PAV MRKG, WHITE ARROW (THERMO)	EA	4.00	200.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00
21	TYPE I PAV MRKG, WORD "ONLY" (THERMO)	EA	4.00	200.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00
22	TYPE I PAV MRKG, 24" SLD YELLOW (THERMO)	LF	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	RAISED PAV MRKRS (TYPE II C-R)	EA	53.00	5.00	265.00	0.00	0.00	0.00	0.00	0.00	0.00
24	PAV SURF PREP, 8"	LF	660.00	0.05	33.00	0.00	0.00	0.00	0.00	0.00	0.00
25	PAV SURF PREP, YIELD LINE	LF	24.00	30.00	720.00	0.00	0.00	0.00	0.00	0.00	0.00
26	PAV SURF PREP, "ONLY"	EA	4.00	20.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00
27	PAV SURF PREP, ARROW	EA	4.00	20.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00
28	ELIMINATE EXIST PAV MRKRS (4")	LF	520.00	1.00	520.00	0.00	0.00	0.00	0.00	0.00	0.00
29	ELIMINATE EXIST PAV MRKRS (ARROW & WORD)	EA	2.00	50.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00
<b><u>SWPPP</u></b>											
30	INSTALL/MAINTAIN CONSTRUCTION ACCESS	SY	450.00	7.00	3,150.00	450.00	3,150.00	0.00	0.00	450.00	3,150.00
31	REMOVE CONSTRUCTION ACCESS	SY	450.00	3.00	1,350.00	450.00	1,350.00	0.00	0.00	450.00	1,350.00
32	COMPOST (TOPSOIL) (BOS OR PB) (4")	SY	1,140.00	2.00	2,280.00	0.00	0.00	0.00	0.00	0.00	0.00
33	DRILL SEED (PERM) (URBAN) (SANDY)	SY	990.00	1.00	990.00	0.00	0.00	0.00	0.00	0.00	0.00
34	FERTILIZER	AC	1.40	700.00	980.00	0.00	0.00	0.00	0.00	0.00	0.00
35	VEGETATIVE WATERING	MG	1.40	500.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00
36	TEMPORARY SEDIMENT CONTROL BARRIER, INLET	LF	160.00	7.00	1,120.00	0.00	0.00	0.00	0.00	0.00	0.00
<b><u>ADDITIONAL ITEMS</u></b>											
37	SMALL RDSD SIGNS (TY 10BWG 1 SA P)	EA	8.00	600.00	4,800.00	0.00	0.00	0.00	0.00	0.00	0.00
38	DITCH CLEANING & RE-SHAPING	LF	230.00	4.00	920.00	0.00	0.00	0.00	0.00	0.00	0.00
<b><u>STORM SEWER</u></b>											

Not

CONTRACTOR: Durwood Greene Construction Co.  
P. O. Box 1338  
Stafford, Texas 77497-1338

OWNER: Port Crossing Land, LP  
c/o Jones & Carter, Inc.  
6335 Gulfon, Suite 100  
Houston, Texas 77081

DATE: 31-May-09  
INVOICE NO.: 200905-132  
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ENGINEER: Jones & Carter, Inc.  
6335 Gulfon, Suite 100  
Houston, Texas 77081

PROJECT: SH 146 at Wharton Weems Blvd  
Right Turn Lane and U-Turn Lane  
in La Porte, Texas

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	COMPLETED TO DATE		COMPLETE LAST ESTIMATE		COMPLETE THIS ESTIMATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
39	24" RCP (CL III) & CONNECT TO EXIST 24" RCP	LF	85.00	105.00	8,925.00	85.00	8,925.00	0.00	0.00	85.00	8,925.00
40	INLET (COMPL) (TY C1)	EA	2.00	3,000.00	6,000.00	2.00	6,000.00	0.00	0.00	2.00	6,000.00
41	REMOVE INLET FROM EXIST 24" RCP	EA	2.00	600.00	1,200.00	2.00	1,200.00	0.00	0.00	2.00	1,200.00
<b>GRAND TOTAL</b>					<b>304,869.00</b>		<b>193,690.10</b>		<b>0.00</b>	<b>193,690.10</b>	<b>189,190.</b>

#### SUMMARY

Total Amount Earned To Date	193,690.10	0.00	193,690.10 189,190.
Less 10% Retention	(19,369.01)	0.00	(19,369.01) 18,719.
Net Amount Due After Retention	174,321.09	0.00	174,321.09 170,27
Less Previous Estimates	0.00	0.00	0.00
Net Amount Due	<b>174,321.09</b>	<b>0.00</b>	<b>174,321.09 - 170,27.</b>

*City of La Porte  
Leagan McNeil  
6/10/09*

# PARTIAL/FINAL WAIVER OF LIEN

STATE OF TEXAS |

COUNTY OF FORT BEND |

The undersigned contracted by Port Crossing Land, L.P. to furnish labor and materials in connection with certain improvements to real property located in La Porte, Texas and owned by Port Crossing Land, L.P., which improvements are described as follows:

SH 146 at Wharton Weems Boulevard in La Porte, Texas  
Right Turn Lane and U-turn Lane

In consideration of Pay Estimate No. 1 in the amount of One Hundred Seventy Four Thousand Three Hundred Twenty One and 09/100 DOLLARS (\$ 174,321.09) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above-mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Durwood Greene Construction Co.  
CONTRACTOR

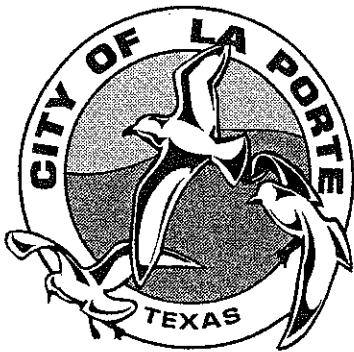
By: \_\_\_\_\_

Stephen W. Maynard  
Stephen W. Maynard  
Vice President

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 3rd day of June, 2009, to certify which witness my hand and seal of office.



Daniel E. Marcheli  
NOTARY PUBLIC in and for the State of TEXAS  
My Commission Expires: 11/5/12



# City of La Porte

Established 1892

*Const. fund  
mailed 8-12-2009  
SJA*

*rec'd*

August 7, 2009

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

RE: SH 146 at Wharton Weems Blvd. Turn Lane - Pay Application

Dear David,

The attached 3 invoices have been reviewed by the City of La Porte and have been approved for payment. A total payment of \$5,055.50 is recommended. Please process the enclosed pay applications upon receipt.

Sincerely,

Debbie Westbeld  
Economic Development Coordinator

cc: John Joerns, Assistant City Manager

Check No.#  
Date 8/12/2009 0110  
To Coastal Testing  
For Laboratories Inc  
Inv102410, 102194  
Tax Deductible

Previous Balance		
Deposits		
Check Amount	5055	50
Balance Forward		
New Balance		

LAPORTE REDEVELOPMENT AUTHORITY  
CONSTRUCTION  
2500 TANGLEWILDE ST STE 260  
HOUSTON, TX 77063

0110

Date Aug. 12, 2009 35-1125

Pay to the  
Order of Coastal Testing Laboratories, Inc.

\$ 5,055.50

FIVE THOUSAND FIFTY-FIVE and 50/100

Dollars

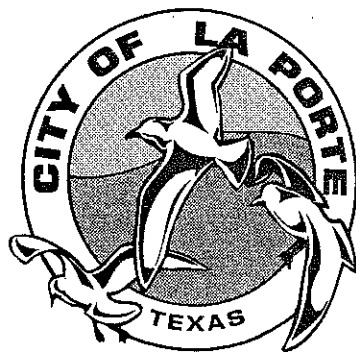
**AmegyBank**  
of Texas

Amegy Bank N.A.  
P.O. Box 27459 Houston, Texas 77227-7459  
713.295.8800  
www.amegybank.com

Memo Inv 102194, 102410

⑆113011258⑆ 0110⑆

3692213⑆



# City of La Porte

Established 1892

*Const. fund*

August 7, 2009

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

RE: SH 146 at Wharton Weems Blvd. Turn Lane – Pay Application

Dear David,

The attached 3 invoices have been reviewed by the City of La Porte and have been approved for payment. A total payment of \$5,055.50 is recommended. Please process the enclosed pay applications upon receipt.

Sincerely,

Debbie Westbeld  
Economic Development Coordinator

cc: John Joerns, Assistant City Manager

# COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

TO:

CITY OF LAPORTE  
JOHN JOERNS  
604 W. FAIRMONT PARKWAY  
LAPORTE, TEXAS 77571

**RECEIVED**

AUG 04 2009

CITY MANAGER'S  
OFFICE

## Statement

DATE \_\_\_\_\_

8/3/2009

					AMOUNT DUE	AMOUNT ENC.
					\$5,055.50	
DATE	TRANSACTION				AMOUNT	BALANCE
06/30/2009	Balance forward					4,127.50
07/31/2009	INV #102410. Due 08/30/2009.				928.00	5,055.50
<p><i>Off for Payment</i></p>						
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE	
928.00	1,495.50	2,632.00	0.00	0.00	\$5,055.50	

**COASTAL TESTING LABORATORIES, INC.**

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

**Invoice**

Date	Invoice #
6/30/2009	102194

**Bill To**

CITY OF LAPORTE  
JOHN JOERNS  
604 W. FAIRMONT PARKWAY  
LAPORTE, TEXAS 77571

**Terms**

N30

**Project**

09-571 RIGHT TURN LANE

**P.O. No.**

Date-Report #	Qty	Min Qty	Description	Rate	Amount
090602-20397	3	4	RIGHT TURN LANE STATE HIGHWAY 146 AT WHARTON WEEMS ROAD		
	8	8	TECHNICIAN HOURLY (MIN 4)	38.00	152.00
	1	1	IN PLACE DENSITY (MIN. 4)	20.00	160.00
	1	1	EXTRACTION AND GRADATION	125.00	125.00
	1	1	ASPHALT MOLDING	39.00	39.00
	1	1	BULK DENSITY - LAB MOLDED	40.00	40.00
	1	1	HVEEM STABILITY SET	65.00	65.00
	1	1	MAXIMUM THEORETICAL SPECIFIC GRAVITY	60.00	60.00
090611-20504	1	1	VEHICLE CHARGE	75.00	75.00
	1.5	1.5	TECHNICIAN OVERTIME	57.00	85.50
	4	4	TECHNICIAN	38.00	152.00
	12	12	CYLINDERS	15.00	180.00
090618-20598	1	1	VEHICLE CHARGE	75.00	75.00
	2	4	TECHNICIAN HOURLY (MIN 4)	38.00	152.00
	4	4	CYLINDERS	15.00	60.00
	1	1	VEHICLE CHARGE	75.00	75.00

TERMS: Total due upon receipt. There is a finance charge of 1.5% per month on any invoice not paid within 30 days of invoice date. Payment not received within 60 days of invoice date will result in a termination of credit.

Office Use Only

"I certify that the amount invoiced is true  
and correct to the best of my knowledge."

Check Number \_\_\_\_\_ Check Date \_\_\_\_\_

Amount Paid \_\_\_\_\_ Date Received \_\_\_\_\_

Coastal Testing Laboratories, Inc.

**Total****\$1,495.50**

**COASTAL TESTING LABORATORIES, INC.**

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

**Invoice**

Date	Invoice #
5/31/2009	102141

<b>Bill To</b>
CITY OF LAPORTE JOHN JOERNS 604 W. FAIRMONT PARKWAY LAPORTE, TEXAS 77571

<b>Terms</b>
N30
<b>Project</b>
09-571 RIGHT TURN LANE
<b>P.O. No.</b>

Date-Report #	Qty	Min Qty	Description	Rate	Amount
090520-20231	2		2 TECHNICIAN OVERTIME	57.00	114.00
	2		2 TECHNICIAN	38.00	76.00
	2		2 PERCENT SOLIDS-LIME SLURRY	25.00	50.00
	1		1 VEHICLE CHARGE	75.00	75.00
090522-20274	4		4 TECHNICIAN HOURLY (MIN 4)	38.00	152.00
	1		1 OPT. MOISTURE DENSITY RELATIONSHIP (STAB.) (ASTM D698)	140.00	140.00
	1		1 PLASTICITY INDEX - STAB. SOIL	40.00	40.00
	1		1 OPT. MOISTURE DENSITY RELATIONSHIP (RAW) (ASTM D-1557)	143.00	143.00
	1		1 VEHICLE CHARGE	75.00	75.00
090526-20301	3.5		4 TECHNICIAN HOURLY (MIN 4)	38.00	152.00
	5		5 PULVERIZATION	20.00	100.00
	1		1 VEHICLE CHARGE	75.00	75.00
090527-20313	2		4 TECHNICIAN HOURLY (MIN 4)	38.00	152.00
	4		4 IN PLACE DENSITY (MIN. 4)	20.00	80.00
	1		1 VEHICLE CHARGE	75.00	75.00
090528-20333	8		8 TECHNICIAN HOURLY (MIN 4)	38.00	304.00
	1.5		1.5 TECHNICIAN OVERTIME	57.00	85.50
	6		6 IN PLACE DENSITY (MIN. 4)	20.00	120.00
	2		2 PLASTICITY INDEX - STAB. SOIL	40.00	80.00
	1		1 VEHICLE CHARGE	75.00	75.00
090529-20345	1.5		1.5 TECHNICIAN OVERTIME	57.00	85.50
	6		6 TECHNICIAN HOURLY (MIN 4)	38.00	228.00
	4		4 IN PLACE DENSITY (MIN. 4)	20.00	80.00
	1		1 VEHICLE CHARGE	75.00	75.00

TERMS: Total due upon receipt. There is a finance charge of 1.5% per month on any invoice not paid within 30 days of invoice date. Payment not received within 60 days of invoice date will result in a termination of credit.

Office Use Only  
Check Number \_\_\_\_\_ Check Date \_\_\_\_\_ "I certify that the amount invoiced is true and correct to the best of my knowledge."

Amount Paid \_\_\_\_\_ Date Received \_\_\_\_\_ Coastal Testing Laboratories, Inc.

**Total** \$2,632.00



LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

---

**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

---

7. Consider approval of 5% payment to the City of La Porte for administrative costs as prescribed in the Tri-Party Agreement.

Total to be Billed to La Porte Redevelopment Authority	\$39,350.07
--	-------------

INVOICE

CITY OF LA PORTE  
604 W FAIRMONT PARKWAY  
LA PORTE, TX 77571

(281) 471-5020

TO: LA PORTE REDEVELOPMENT AUTHORI  
ATTN: DAVID HAWES  
PO BOX 22167  
HOUSTON, TX 77227

INVOICE NO: 5912  
DATE: 8/06/09

CUSTOMER NO: 1905/144427

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	TIRZ 5% ADMIN FEES DETAIL WORKSHEET ENCLOSED	39,350.07	39,350.07

\*\*\*\*\*PROMPT PAYMENT IS APPRECIATED\*\*\*\*\*  
\*FOR BILLING QUESTIONS CONTACT ANGELA @ EXT 5042\*

TOTAL DUE: \$39,350.07

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/06/09 DUE DATE: 8/26/09  
CUSTOMER NO: 1905/144427

NAME: LA PORTE REDEVELOPMENT AUTHORI  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF LA PORTE  
ATTN: ACCOUNTING DIVISION  
604 WEST FAIRMONT PARKWAY  
LA PORTE TX 77571

(281) 471-5020

INVOICE NO: 5912  
TERMS: NET 20 DAYS

AMOUNT: \$39,350.07

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

---

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

---

8. Consider extension/renewal of agreement with Hawes Hill Calderon LLP for board management and professional services.

*... on this?*

**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.

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 \_\_\_\_\_, 2009.

**On Behalf of Reinvestment Zone Number One:**

By: \_\_\_\_\_  
Name: David W. Hawes, Managing Partner  
Hawes Hill Calderon, LLP 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**

- Board Development and Administration
- Information and Communications Management
- Financial Administration
- Contract Administration and Project Management
- Bond Services

**monthly fixed fee: \$2,000.00**

bid as package

bid as package

bid as package

bid as package

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

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

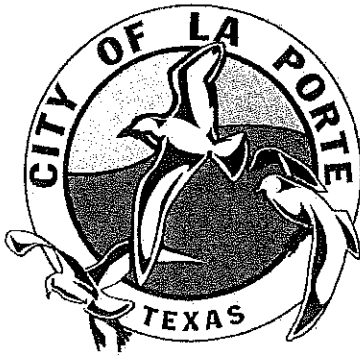
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10. Consider approval or other action with regard to Authority invoices.

Update

**La Porte Redevelopment Authority**  
**Cash Flow Report, May 29 - August 24, 2009**

<b>Cleared Bank</b>		<b>Construction Account</b>	<b>For</b>	<b>Amount</b>	<b>Subtotal</b>	<b>Total</b>
		<b>Beginning fund balance, May 29, 2009</b>				
	5/29/2009	Interest deposit (0.750%)	interest	\$ 401,185.30		
	6/30/2009	Interest deposit (0.640%)	interest	\$ 239.06		
	7/31/2009	Interest deposit (0.500%)	interest	\$ 184.54		
				\$ 97.61		
		Total, revenues			\$ 401,706.51	\$ 401,706.51
<b>Cleared Bank</b>		<b>Expenses</b>				
		<i>Checks paid:</i>				
	6/16/2009	#109 Durwood Greene Construction Company	Pay App #1	\$ 170,271.09		
		Total, Checks paid			\$ 170,271.09	\$ (170,271.09)
		<i>Checks outstanding</i>				
	8/12/2009	#110 Coastal Testing Laboratories, Inc.		\$ 5,055.50		
		Total, Checks outstanding			\$ 5,055.50	\$ (5,055.50)
		<i>Checks submitted for approval 8/24/2009</i>				
		#111 Durwoode Greene Construction Company	Pay App #2	\$ 82,785.60	\$ 82,785.60	
		Total, Checks submitted				\$ (82,785.60)
		<b>Total expenses</b>			\$ 258,112.19	
		<b>Fund balance, Operating Account as of August 26, 2009</b>				<b>\$ 143,594.32</b>



# City of La Porte

*Established 1892*

August 17, 2009

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

RE: SH 146 at Wharton Weems Blvd. Turn Lane – Pay Application

Dear David,

The attached pay estimate #2 has been reviewed by the City of La Porte and it has been approved for payment. A payment of \$82,785.60 is recommended. Please process the enclosed pay application upon receipt.

Sincerely,

Debbie Westbeld  
Economic Development Coordinator

cc: John Joerns, Assistant City Manager

*paid - check # 111  
8/26/09*





P.O. Box 1338    Stafford, Texas 77497-1338    (281) 499-1551    Fax (281) 499-1525

## LETTER OF TRANSMITTAL

**Date:** August 12, 2009

**TO:** Port Crossing Land, L.P.  
City of La Porte

**Re:** SH 146 at Wharton Weems Blvd  
Right Turn Lane & U-turn Lane

**Attn:** Mr. Ryan Lovell  
Mr. John Joerns


**Job Number:** DG 1591

No. Copies	Description	Action Required
1	Pay Estimate No. 2 Revision 1	Submittal
1	Partial/Final Waiver of Lien	Submittal

**Remarks:**

**Copy To:**

Sincerely yours,

  
**For:**  
Danny Marcheli  
Construction Manager

*OK for Payment  
JRM 8/14/09*

CONTRACTOR: Durwood Greene Construction Co.  
P. O. Box 1338  
Stafford, Texas 77497-1338

OWNER: Port Crossing Land, LP  
c/o Jones & Carter, Inc.  
6335 Gulfport, Suite 100  
Houston, Texas 77081

DATE: 25-Jun-09  
INVOICE NO.: 200906-121  
JOB NO.: 1591  
EST. NO.: 2  
Revision 1

ENGINEER: Jones & Carter, Inc.  
6335 Gulfport, Suite 100  
Houston, Texas 77081

PROJECT: SH 146 at Wharton Weems Blvd  
Right Turn Lane and U-Turn Lane  
in La Porte, Texas

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	COMPLETED TO DATE QUANTITY	COMPLETED TO DATE AMOUNT	COMPLETE LAST ESTIMATE QUANTITY	COMPLETE LAST ESTIMATE AMOUNT	COMPLETE THIS ESTIMATE QUANTITY	COMPLETE THIS ESTIMATE AMOUNT
<u>GENERAL ITEMS</u>											
1	MOVE-IN & START-UP, INCL BONDS	LS	1.00	15,000.00	15,000.00	1.00	15,000.00	1.00	15,000.00	0.00	0.00
2	PREPARATION OF R-O-W	AC	1.00	12,000.00	12,000.00	1.00	12,000.00	1.00	12,000.00	0.00	0.00
<u>TEMPORARY TRAFFIC CONTROL</u>											
3	TEMPORARY 4" SLD WK ZN PAV MRKG	LF	776.00	2.00	1,552.00	776.00	1,552.00	776.00	1,552.00	0.00	0.00
4	TEMPORARY TRAFFIC CONTROL	LS	1.00	15,000.00	15,000.00	0.95	14,250.00	0.85	12,750.00	0.10	1,500.00
<u>PAVING &amp; ROADWAY</u>											
5	EXCAVATION OF ROADWAY & CHANNEL	CY	1,360.00	15.00	20,400.00	1,360.00	20,400.00	1,360.00	20,400.00	0.00	0.00
6	EMBANKMENT (DENS CONT) (TY C)	CY	785.00	15.00	11,775.00	785.00	11,775.00	785.00	11,775.00	0.00	0.00
7	CONCRETE CURB (DOWEL)	LF	1,335.00	7.00	9,345.00	650.00	4,550.00	0.00	0.00	650.00	4,550.00
8	REMOVAL OF CONCRETE CURB	LF	880.00	7.00	6,160.00	880.00	6,160.00	880.00	6,160.00	0.00	0.00
9	LIME TREAT 6" SUBGRADE, INCL MIX & COMPACT	SY	2,010.00	5.00	10,050.00	2,010.00	10,050.00	2,010.00	10,050.00	0.00	0.00
10	LIME FOR SUBGRADE (30 LB/SY)	TON	30.00	170.00	5,100.00	30.94	5,259.80	30.94	5,259.80	0.00	0.00
11	CEMENT TREATED 6" BASE, INCL MIX & COMPACT	SY	2,010.00	17.00	34,170.00	2,010.00	34,170.00	2,010.00	34,170.00	0.00	0.00
12	ASPHALT TREAT 6" STABILIZED BASE (BLACK BASE)	TON	337.00	85.00	28,645.00	377.14	32,056.90	377.14	32,056.90	0.00	0.00
13	ASPHALT TREAT 1" STABILIZED BASE (BOND BRKR)	TON	53.00	180.00	9,540.00	52.73	9,491.40	52.73	9,491.40	0.00	0.00
14	HMAC 1.5" LEVEL-UP	TON	70.00	200.00	14,000.00	64.20	12,840.00	0.00	0.00	64.20	12,840.00
15	HMAC 1.5" SURFACE	TON	70.00	200.00	14,000.00	64.20	12,840.00	0.00	0.00	64.20	12,840.00
16	CONCRETE PAVEMENT (CRCP) (10")	SY	831.00	69.00	57,339.00	831.00	57,339.00	0.00	0.00	831.00	57,339.00
<u>PAVEMENT MARKINGS</u>											
17	INSTALL PROJECT SIGNS	EA	4.00	600.00	2,400.00	4.00	2,400.00	4.00	2,400.00	0.00	0.00
18	TYPE I PAV MRKG, 8" SLD WHITE (THERMO)	LF	660.00	3.00	1,980.00	600.00	1,800.00	0.00	0.00	600.00	1,800.00

CONTRACTOR: Durwood Greene Construction Co.  
P. O. Box 1338  
Stafford, Texas 77497-1338

OWNER: Port Crossing Land, LP  
c/o Jones & Carter, Inc.  
6335 Gulfon, Suite 100  
Houston, Texas 77081

DATE: 25-Jun-09  
INVOICE NO.: 200906-121  
JOB NO.: 1591  
EST. NO.: 2  
Revision 1

ENGINEER: Jones & Carter, Inc.  
6335 Gulfon, Suite 100  
Houston, Texas 77081

PROJECT: SH 146 at Wharton Weems Blvd  
Right Turn Lane and U-Turn Lane  
in La Porte, Texas

ITEM	DESCRIPTION	UNIT	CONTRACT	UNIT	CONTRACT	COMPLETED TO DATE		COMPLETE LAST ESTIMATE		COMPLETE THIS ESTIMATE	
			QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
19	TYPE I PAV MRKG, WHITE YIELD TRIANGLE (THERMO)	LF	24.00	25.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00
20	TYPE I PAV MRKG, WHITE ARROW (THERMO)	EA	4.00	200.00	800.00	2.00	400.00	0.00	0.00	2.00	400.00
21	TYPE I PAV MRKG, WORD "ONLY" (THERMO)	EA	4.00	200.00	800.00	2.00	400.00	0.00	0.00	2.00	400.00
22	TYPE I PAV MRKG, 24" SLD YELLOW (THERMO)	LF	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	RAISED PAV MRKRS (TYPE II C-R)	EA	53.00	5.00	265.00	53.00	265.00	0.00	0.00	53.00	265.00
24	PAV SURF PREP, 8"	LF	660.00	0.05	33.00	0.00	0.00	0.00	0.00	0.00	0.00
25	PAV SURF PREP, YIELD LINE	LF	24.00	30.00	720.00	0.00	0.00	0.00	0.00	0.00	0.00
26	PAV SURF PREP, "ONLY"	EA	4.00	20.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00
27	PAV SURF PREP, ARROW	EA	4.00	20.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00
28	ELIMINATE EXIST PAV MRKRS (4")	LF	520.00	1.00	520.00	0.00	0.00	0.00	0.00	0.00	0.00
29	ELIMINATE EXIST PAV MRKRS (ARROW & WORD)	EA	2.00	50.00	100.00	1.00	50.00	0.00	0.00	1.00	50.00
<b>SWPPP</b>											
30	INSTALL/MAINTAIN CONSTRUCTION ACCESS	SY	450.00	7.00	3,150.00	0.00	0.00	0.00	0.00	0.00	0.00
31	REMOVE CONSTRUCTION ACCESS	SY	450.00	3.00	1,350.00	0.00	0.00	0.00	0.00	0.00	0.00
32	COMPOST (TOPSOIL) (BOS OR PB) (4")	SY	1,140.00	2.00	2,280.00	0.00	0.00	0.00	0.00	0.00	0.00
33	DRILL SEED (PERM) (URBAN) (SANDY)	SY	990.00	1.00	990.00	0.00	0.00	0.00	0.00	0.00	0.00
34	FERTILIZER	AC	1.40	700.00	980.00	0.00	0.00	0.00	0.00	0.00	0.00
35	VEGETATIVE WATERING	MG	1.40	500.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00
36	TEMPORARY SEDIMENT CONTROL BARRIER, INLET	LF	160.00	7.00	1,120.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>ADDITIONAL ITEMS</b>											
37	SMALL RDS SIGNS (TY 10BWG 1 SA P)	EA	8.00	600.00	4,800.00	0.00	0.00	0.00	0.00	0.00	0.00
38	DITCH CLEANING & RE-SHAPING	LF	230.00	4.00	920.00	0.00	0.00	0.00	0.00	0.00	0.00

1591

CONTRACTOR: Durwood Greene Construction Co.  
P. O. Box 1338  
Stafford, Texas 77497-1338

OWNER: Port Crossing Land, LP  
c/o Jones & Carter, Inc.  
6335 Gulfport, Suite 100  
Houston, Texas 77081

DATE: 25-Jun-09  
INVOICE NO.: 200906-121  
JOB NO.: 1591  
EST. NO.: 2  
Revision 1

ENGINEER: Jones & Carter, Inc.  
6335 Gulfport, Suite 100  
Houston, Texas 77081

PROJECT: SH 146 at Wharton Weems Blvd  
Right Turn Lane and U-Turn Lane  
in La Porte, Texas

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	COMPLETED TO DATE		COMPLETE LAST ESTIMATE		COMPLETE THIS ESTIMATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
STORM SEWER											
39	24" RCP (CL III) & CONNECT TO EXIST 24" RCP	LF	85.00	105.00	8,925.00	85.00	8,925.00	85.00	8,925.00	0.00	0.00
40	INLET (COMPL) (TY C1)	EA	2.00	3,000.00	6,000.00	2.00	6,000.00	2.00	6,000.00	0.00	0.00
41	REMOVE INLET FROM EXIST 24" RCP	EA	2.00	600.00	1,200.00	2.00	1,200.00	2.00	1,200.00	0.00	0.00
GRAND TOTAL					304,869.00	281,174.10		189,190.10		91,984.00	

#### SUMMARY

Total Amount Earned To Date	281,174.10	189,190.10	91,984.00
Less 10% Retention	(28,117.41)	(18,919.01)	(9,198.40)
Net Amount Due After Retention	253,056.69	170,271.09	82,785.60
Less Previous Estimates	170,271.09	170,271.09	0.00
Net Amount Due	<u>82,785.60</u>	<u>0.00</u>	<u>82,785.60</u>

*OK for Payment*  
*[Signature]* 8/14/09

## PARTIAL/FINAL WAIVER OF LIEN

STATE OF TEXAS |

COUNTY OF FORT BEND |

The undersigned contracted by Port Crossing Land, L.P. to furnish labor and materials in connection with certain improvements to real property located in La Porte, Texas and owned by Port Crossing Land, L.P., which improvements are described as follows:

SH 146 at Wharton Weems Boulevard in La Porte, Texas  
Right Turn Lane and U-turn Lane

In consideration of Pay Estimate No. 2 Revision 1 in the amount of Eighty Two Thousand Seven Hundred Eighty Five and 60/100 DOLLARS (\$ 82,785.60) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above-mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

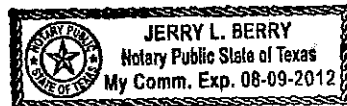
Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

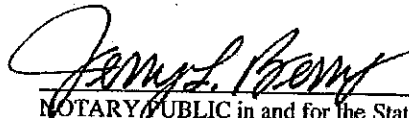
Durwood Greene Construction Co.  
CONTRACTOR

By: 

Stephen W. Maynard  
Vice President

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 12th day of August, 2009, to certify which witness my hand and seal of office.



  
NOTARY PUBLIC in and for the State of TEXAS  
My Commission Expires: 8-9-12

**La Porte Redevelopment Authority**  
**Cash Flow Report, May 29 - August 24, 2009**

<b>Cleared Bank</b>	<b>Operating Account</b>	<b>For</b>	<b>Amount</b>	<b>Subtotal</b>	<b>Total</b>
	<b>Beginning fund balance, 5/29/2009</b>		\$ 1,253,385.64		
5/29/2009	Interest deposit (0.750%)	interest	\$ 746.56		
6/30/2009	Interest deposit (0.640%)	interest	\$ 210.56		
7/31/2009	Interest (0.500%)	interest	\$ 133.86		
	<b>Total, revenues</b>			\$ 1,254,476.62	\$ 1,254,476.62
<b>Cleared Bank</b>	<b>Expenses</b>				
	<i>Checks paid:</i>				
5/28/2009	#104 Hawes Hill Calderon	Inv 3257, 3276, 3296	\$ 7,812.92		
6/2/2009	#101 City of La Porte	Inv 4032	\$ 79.69		
6/2/2009	#102 City of La Porte	reimbursement	\$ 100,000.00		
6/2/2009	#103 Patillo Brown & Hill LLP		\$ 3,000.00		
6/1/2009	#105 Port Crossing Land LP		\$ 826,186.83		
	<b>Total, Checks paid</b>			\$ 937,079.44	\$ (937,079.44)
	<i>Checks outstanding</i>				
	None				
	<b>Total, Checks outstanding</b>		\$ -	\$ -	\$ -
	<i>Checks submitted for approval 8/26/2009</i>				
	#106 McCall Gibson Swedlund Barfoot PLLC	AUP report	\$ 5,000.00		
	#107 City of La Porte	5912 (admin fees)	\$ 39,350.07		
	#108 Hawes Hill Calderon	Inv 3316, 3329, 3363	\$ 7,709.44		
	<b>Total, Checks submitted</b>			\$ 52,059.51	\$ (52,059.51)
	<b>Total expenses</b>			\$ -	
	<b>Fund balance, Operating Account as of August 26, 2009</b>				<b>\$ 265,337.67</b>

**La Porte Redevelopment Authority**  
**Cash Flow Report, May 29 - August 24, 2009**

<b>Cleared Bank</b>	<b>Construction Account</b>	<b>For</b>	<b>Amount</b>	<b>Subtotal</b>	<b>Total</b>
	<b>Beginning fund balance, May 29, 2009</b>		\$ 401,185.30		
5/29/2009	Interest deposit (0.750%)	interest	\$ 239.06		
6/30/2009	Interest deposit (0.640%)	interest	\$ 184.54		
7/31/2009	Interest deposit (0.500%)	interest	\$ 97.61		
	Total, revenues			\$ 401,706.51	\$ 401,706.51
<b>Cleared Bank</b>	<b>Expenses</b>				
	<i>Checks paid:</i>				
6/16/2009	#109 Durwood Greene Construction Company	Pay App #1	\$ 170,271.09		
	Total, Checks paid			\$ 170,271.09	\$ (170,271.09)
	<i>Checks outstanding</i>				
8/12/2009	#110 Coastal Testing Laboratories, Inc.		\$ 5,055.50		
	Total, Checks outstanding			\$ 5,055.50	\$ (5,055.50)
	<i>Checks submitted for approval 8/24/2009</i>				
	None			\$ -	
	Total, Checks submitted			\$ -	
	<b>Total expenses</b>			\$ 175,326.59	
	<b>Fund balance, Operating Account as of August 26, 2009</b>				<b>\$ 226,379.92</b>

# McCALL GIBSON SWEDLUND BARFOOT PLLC

*Certified Public Accountants*

13100 Wortham Center Drive  
Suite 235  
Houston, Texas 77065-5610  
(713) 462-0341  
Fax (713) 462-2708  
E-Mail: [mgsb@mgsbpllc.com](mailto:mgsb@mgsbpllc.com)

7801 N. Capital of Texas Hwy.  
Suite 350  
Austin, Texas 78731-1169  
(512) 418-2358  
Fax: (512) 340-0604  
[www.mgsbpllc.com](http://www.mgsbpllc.com)

August 7, 2009

Tax Increment Reinvestment Zone No. 1  
City of La Porte, Texas  
c/o Mr. David Hawes  
Hawes Hill Calderon, LLP  
10103 Fondren Drive, Suite 300  
Houston, TX 77096

Client Number -- 537-00

Preparation of Agreed-Upon Procedures Report for the Tax  
Increment Reinvestment Zone No. 1 reimbursable to Port  
Crossing Land, LP as of May 27, 2009.

Total Due

\$ 5,000.00



## INVOICE

Approved: Q-2-47  
0812.09CITY OF LA PORTE  
604 W FAIRMONT PARKWAY  
LA PORTE, TX 77571

(281) 471-5020

TO: LA PORTE REDEVELOPMENT AUTHORI  
ATTN: DAVID HAWES  
PO BOX 22167  
HOUSTON, TX 77227INVOICE NO: 5912  
DATE: 8/06/09

CUSTOMER NO: 1905/144427

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	TIRZ 5% ADMIN FEES DETAIL WORKSHEET ENCLOSED	39,350.07	39,350.07

\*\*\*\*\*PROMPT PAYMENT IS APPRECIATED\*\*\*\*\*  
\*FOR BILLING QUESTIONS CONTACT ANGELA @ EXT 5042\*

TOTAL DUE: \$39,350.07

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/06/09 DUE DATE: 8/26/09  
CUSTOMER NO: 1905/144427NAME: LA PORTE REDEVELOPMENT AUTHORI  
TYPE: MS - MISCELLANEOUSREMIT AND MAKE CHECK PAYABLE TO:  
CITY OF LA PORTE  
ATTN: ACCOUNTING DIVISION  
604 WEST FAIRMONT PARKWAY  
LA PORTE TX 77571

(281) 471-5020

INVOICE NO: 5912  
TERMS: NET 20 DAYS

AMOUNT: \$39,350.07

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

STATEMENT

DATE
8/17/2009

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

AMOUNT REMITTED

\$

Page 1

DATE	INVOICE NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
6/1/2009	00003316	Sale; City of La Porte	\$2,204.35		\$2,204.35
7/1/2009	00003329	Sale; City of La Porte	\$2,005.09		\$2,005.09
8/1/2009	00003363	Sale; City of La Porte	\$3,500.00		\$3,500.00

8/17/2009	Finance Charge		\$0.00	\$0.00
CURRENT	30 DAYS	90 DAYS	90+ DAYS	AMOUNT DUE
	\$3,500.00	\$4,209.44		\$7,709.44

# Invoice

Page: 1

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### Printed Domestic Labels

Transaction #: 141533442  
 Charged to: AMEX \*\*\*\*\*4046  
 Labels Included: 10  
 Print Date/Time: 5/22/09 10:03:55 AM CDT

Standardized Shipping Address ?	Package Info	Service	Price
1 of 10 <input checked="" type="checkbox"/> PEGGY ANTONE RESIDENCE 8418 COLLINGSDALE RD LA PORTE, TX 77571-3633	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00 <b>Label Total \$4.80</b>
Delivery Confirmation™ Label Number: 0103 8555 7497 1416 6518			
2 of 10 <input checked="" type="checkbox"/> JOHN JOERNS CITY OF LA PORTE PO BOX 1115 LA PORTE, TX 77572-1115	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00 <b>Label Total \$4.80</b>
Delivery Confirmation™ Label Number: 0103 8555 7498 0853 8344			
3 of 10 <input checked="" type="checkbox"/> HORACE LEOPARD RESIDENCE 3202 LAZY PINE LN LA PORTE, TX 77571-6924	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00 <b>Label Total \$4.80</b>
Delivery Confirmation™ Label Number: 0103 8555 7498 2950 9866			
4 of 10 <input checked="" type="checkbox"/> DOUG MARTIN RESIDENCE 1103 OAK LEAF ST LA PORTE, TX 77571-6939	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00 <b>Label Total \$4.80</b>
Delivery Confirmation™ Label Number: 0103 8555 7497 3513 8037			
5 of 10 <input checked="" type="checkbox"/> J. J. MEZA PO BOX 202 LA PORTE, TX 77572-0202	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00 <b>Label Total \$4.80</b>
Delivery Confirmation™ Label Number: 0103 8555 7497 0368 0759			
6 of 10 <input checked="" type="checkbox"/> LINDSAY PFEIFFER RESIDENCE 723 BAYRIDGE RD LA PORTE, TX 77571-3514	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00 <b>Label Total \$4.80</b>
Delivery Confirmation™ Label Number: 0103 8555 7497 8756 6826			
7 of 10 <input checked="" type="checkbox"/> RUSSELL PLANK NATL. PROPERTY HOLDI	Ship Date: 05/22/09 Weight: 1lbs 0oz	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00

3330 S SAM HOUSTON P  
HOUSTON, TX 77047-6503

From: 77096

Label Total \$4.80

Delivery Confirmation™ Label Number: 0103 8555 7496 7222 3476

8 of 10 ☐ CHESTER POOL  
RESIDENCE  
1710 ALVY DR  
LA PORTE, TX 77571-9402Ship Date: 05/22/09  
Weight: 1lbs 0oz  
From: 77096Priority Mail Flat Rate Env \$4.80  
Delivery Confirm. \$0.00  
Label Total \$4.80

Delivery Confirmation™ Label Number: 0103 8555 7497 2465 2278

9 of 10 ☐ ALTON PORTER  
PO BOX 652  
LA PORTE, TX 77572-0652Ship Date: 05/22/09  
Weight: 1lbs 0oz  
From: 77096Priority Mail Flat Rate Env \$4.80  
Delivery Confirm. \$0.00  
Label Total \$4.80

Delivery Confirmation™ Label Number: 0103 8555 7496 9319 4991

10 of 10 ☐ NORMAN REED  
NORMAN REED  
340 N SAM HOUSTON PK  
STE 100  
HOUSTON, TX 77060-3321Ship Date: 05/22/09  
Weight: 1lbs 0oz  
From: 77096Priority Mail Flat Rate Env \$4.80  
Delivery Confirm. \$0.00  
Label Total \$4.80

Delivery Confirmation™ Label Number: 0103 8555 7496 8270 9236

Domestic Order Total: \$48.00

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Transaction #: 141533842

Charged to: AMEX \*\*\*\*\*4046

Labels Included: 1

Print Date/Time: 5/22/09 10:07:25 AM CDT

Standardized Shipping Address ?		Package Info	Service	Price
1 of 1	DAVE TURNQUIST 3222 SOMERTON DR LA PORTE, TX 77571-3728	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00
			<b>Label Total</b>	<b>\$4.80</b>
Delivery Confirmation™ Label Number: 0103 8555 7497 5619 1424				

**Domestic Order Total: \$4.80**

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### Printed Domestic Labels

Transaction #: 141542916

Charged to: AMEX \*\*\*\*\*4046

Labels Included: 2

Print Date/Time: 5/22/09 11:31:19 AM CDT

Standardized Shipping Address ?	Package Info	Service	Price
1 of 2  JOHN JOERNS CITY OF LA PORTE PO BOX 1115 LA PORTE, TX 77572-1115	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00
<b>Label Total</b>			<b>\$4.80</b>

Delivery Confirmation™ Label Number: 0103 8555 7497 9797 8244

2 of 2  JOHN JOERNS CITY OF LA PORTE PO BOX 1115 LA PORTE, TX 77572-1115	Ship Date: 05/22/09 Weight: 1lbs 0oz From: 77096	Priority Mail Flat Rate Env Delivery Confirm.	\$4.80 \$0.00
<b>Label Total</b>			<b>\$4.80</b>

Delivery Confirmation™ Label Number: 0103 8555 7498 0846 4001

**Domestic Order Total: \$9.60**

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United States Postal Service  
Customer Service



United States Postal Service  
Business Customer Gateway

2/18/08 FEDEX# 866750079850 FedEx #1-800-622-1  
 FedEx #1-800-622-1147  
 TO: CITY OF CAPORTE TX  
 FROM: HILL 77096  
 001 PRIORITY PAK 2LB AWB866750079850  
 YOUR FEDEX CUSTOM DISCOUNT IS \$0.95

20.82

LAPORTE DELIVERY

2/18/08 FEDEX# 866750079860 FedEx #1-800-622-1  
 FedEx #1-800-622-1147  
 TO: 85 LA FOURTE LTRD TX  
 FROM: HILL 77096  
 001 PRIORITY PAK 2LB AWB866750079860  
 YOUR FEDEX CUSTOM DISCOUNT IS \$0.95

20.82

LA PORTE DELIVERY

EXPENSE DETAIL (La Porte TIF01)

DATE	CLIENT NO.	VENDOR/DESCRIPTION	QTY	U PRICE	TOT REIM.	BILL
05.27.09	CLPTIF01	Mileage to/from BOD Mtg.	78	\$ 0.550	\$ 42.90	Y
	CLPTIF01			\$ 0.550	\$ -	
	CLPTIF01			\$ 0.550	\$ -	
TOTAL					\$ 42.90	



# Invoice

Page: 1

[illegible]

# Invoice

Page: 1

[illegible]

# *Pledged Securities Report as of 8/19/2009*

**Amegy Bank**

<i>CUSIP</i>	<i>Security Type</i>	<i>Rate</i>	<i>Maturity</i>	<i>Original Face</i>	<i>Market Value</i>
<i>ta345 LAPORTE REDEVELOPMENT AUTHORITY O</i>					
<i>Primary Bookkeeper: Susan Hill</i>		<i>Secondary Bookkeeper:</i>			
<i>83164JQQ2</i>	<i>SBA POOL # 507663</i>	<i>3.1</i>	<i>4/25/2031</i>	<i>\$550,000.00</i>	<i>\$481,499.56</i>
<i>FDIC</i>				<i>\$250,000.00</i>	<i>\$250,000.00</i>
<i>Total Pledges: 2</i>				<i>\$800,000.00</i>	<i>\$731,499.56</i>

Tuesday, August 18, 2009

# AmegyBank

Susan Hill

2500 Tanglewilde St., Ste. 260

Houston, TX 770632140

Tel: 7135410447

Fax: 7135419906

**ta345 LAPORT RE DEVELOPMENT AUTHORITY**

<b>Total Balance:</b>	<b>\$543,777.10</b>
<b>Interest-Bearing Balance:</b>	<b>\$543,777.10</b>
<b>Total Pledged:</b>	<b>\$1,604,497.65</b>
<b>Excess Collateral:</b>	<b>\$1,281,342.84</b>

This Release of Pledged Collateral ("Release") is issued pursuant to a Custodial Agreement and Confirm among the Depositor, Member, Amegy Bank of Texas ("Bank"), and the Custodial Services Standard Terms and Conditions in effect and as published by the Bank from time to time, both of which hereby incorporated into and made a part of this Release as if set forth fully herein.

Please review the following list of security(ies) identified to be released.

<b>CUSIP</b>	<b>Security Type</b>	<b>Rate</b>	<b>Maturity</b>	<b>Par</b>	<b>Market Value</b>
023108EK5	AMARILLO TX WTR & SWR SYS	4	4/1/2017	\$470,000.00	\$480,264.80
31349SD67	FHLMC ARM POOL # 781025	4.417	11/1/2033	\$2,400,000.00	\$546,590.95
31371LRK7	FNMA POOL #255290	4	6/1/2014	\$300,000.00	\$94,837.42
				<b>\$3,170,000.00</b>	<b>\$1,121,693.17</b>

Please sign this Release where indicated and return via fax to (713)693-7512 at your earliest convenience.

Sincerely,



The person executing this Release represents and warrants that he or she has been duly authorized by the Depositor to execute and deliver to the Bank this Release.

\_\_\_\_\_  
Authorized Representative or Bookkeeper

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amegy Signer

\_\_\_\_\_  
Date

**La Porte Tax Increment Reinvestment Zone Number One,  
City of La Porte, Texas  
Minutes of the Board Meeting  
Held August 27, 2008**

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM**

The Board of Directors of the La Porte Tax Increment Reinvestment Zone Number One, City of La Porte, Texas, held a meeting, open to the public, on the 27<sup>th</sup> day of August 2008, and meeting was called to order at 7:36 p.m. in the City Council Chambers of 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 Say, thus constituting a quorum. Also present at the meeting were John Joerns, David Hawes, Gretchen Black, Russell Plank, and Norman Reed.

2. Lindsey Pfeiffer, Chairman

**3. Consider approval of the minutes of the February 27, 2008 Board of Directors meeting**

Upon a motion duly made by Director Porter and being seconded by Director Martin, the board unanimously approved the minutes of February 27, 2008 meeting.

**4. 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, CHAIRMAN**

**A. Consider FY 2008–2009 Budget;**

**B. Consider proposals for the preparation of Agreed-Upon-Procedure Reports for the reimbursement of Developers;**

**C. Receive Report, Discuss and to provide staff with direction to draft a reimbursement agreement for a future agenda with regard to the Sylvan Beach Shoreline Rehabilitation Matching Grant;**

**D. Receive report with regard to the Lakes of Fairmont Green Project as it relates to fencing, intersection signalization and other related public improvements;**

**E. Consider approval or other action with regard to authority invoices;**

**F. Staff report and updates;**

**G. Board member comments;**

**H. Adjournment.**

Upon a motion duly made by Director Martin and being seconded by Director Porter, the board unanimously approved the consent agenda in the same manner and form as approved in the Redevelopment Authority Board Meeting and adjourned at 7:38 PM.

SIGNED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**La Porte Tax Increment Reinvestment Zone Number One,  
City of La Porte, Texas  
Minutes of the Board Meeting  
Held May 27, 2009**

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM**

The Board of Directors of the La Porte Tax Increment Reinvestment Zone Number One, City of La Porte, Texas, held a meeting, open to the public, on the 27<sup>th</sup> day of May, 2009; the meeting was called to order at 6:45 p.m. in the City Council Chambers of the City Hall, 604 West Fairmont Parkway, La Porte, Texas, and the roll was called of the duly appointed members of the Board, to wit:

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

and all of the above were present except Director Porter, Director Antone and Director Graham, thus constituting a quorum. Also present at the meeting were Russell Plank (Port Crossing); John Joerns, Debbie Westbeld and David Hawes.

Chairman Pfeiffer called the meeting to order at 7:19 p.m.

**2. Consider approval of the minutes of the February 11, 2009 Board of Directors meeting.**

Upon motion made by Director Martin, seconded by Director Pool, the board voted unanimously to approve the minutes as presented.

**3. 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**

- a. Consider Agreed-Upon Procedures Report with regard to project costs incurred by Port Crossing Land, LP, a Texas limited partnership;
- b. Consider Reimbursement to Port Crossing Land, LP, a Texas limited partnership based upon accepted Agreed-Upon Procedures Report with regard to project costs;
- c. Consider payment to City of La Porte in the amount of \$100,000 for TIRZ and Redevelopment Authority start-up costs;
- d. Consider approval or other action with regard to authority invoices;
- e. Receive Staff report and updates with regard to Port Crossing, Lakes on Fairmont Green, Retreat at Bay Forrest Development Project, progress of the signal/paving project, and status of audit;
- f. Board member comments with regard to matters appearing on agenda;
- g. Adjournment.

Upon a motion duly made by Director Pool and being seconded by Director Martin, the board unanimously approved the consent agenda in the same manner and form as approved in the Redevelopment Authority Board Meeting and adjourned at 7:23 PM.

SIGNED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_



**LA PORTE TAX INCREMENT REINVESTMENT ZONE**

**STATE OF TEXAS     )(**

**COUNTY OF HARRIS )(**

**CITY OF LA PORTE    )(**

**NOTICE IS HEREBY GIVEN OF THE MEETING OF THE LA PORTE TAX INCREMENT REINVESTMENT ZONE TO BE HELD ON August 26, 2009 AT 6:30 P.M. IN CITY COUNCIL CHAMBERS OF THE CITY HALL, 604 WEST FAIRMONT PARKWAY, LA PORTE, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:**

1. Call to order – Lindsay Pfeiffer, President *7:33 pm*
2. Consider approval of the minutes of Board of Directors Meeting:
  - a. August 27, 2008 *Lwe*
  - b. May 27, 2009 *Horace*
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 *checked Perry*
    - a. Receive Nominations and Elect Officers;
    - b. Consider Fiscal Year 2008 La Porte Redevelopment Authority Audit;
    - c. Consider La Porte Redevelopment Authority Fiscal Year 2009-10 Budget;
    - d. Ratify Payments made La Porte Redevelopment Authority for Highway 146 Signal Project;
    - e. Consider Approval of 5% Payment to City of La Porte for Administrative Costs as Prescribed in the Tri Party Agreement;
    - f. Consider Extension/Renewal of Agreement with Hawes Hill and Calderon LLP for Board Management and Professional Services;
    - g. Receive and Discuss Reimbursement Agreement with La Porte 4b Corporation with regard to Sylvan Beach Restoration Project;
    - h. Consider approval or other action with regard to authority invoices;
    - i. Receive Staff report and updates with regard to Port Crossing, Lakes on Fairmont Green, Retreat at Bay Forrest Development Project, progress of the signal/paving project, and Preserve at Taylor Bayou;
    - j. Consider approval or other action with regard to authority invoices;
    - k. Receive Staff report and updates with regard to Port Crossing, Lakes on Fairmont Green, Retreat at Bay Forrest Development Project, progress of the signal/paving project, and status of audit;
    - l. Board member comments with regard to matters appearing on agenda and inquiry of staff regarding specific factual information or existing policy;

m. Adjournment. 7:24 pm

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

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

David W. Hawes  
Executive Director

A handwritten signature in dark ink, appearing to read "D. W. Hawes", written over a faint, circular stamp or watermark.

Date Posted



FOR YOUR  
INFORMATION

# 11

# askins & askins P.C.

ATTORNEYS and COUNSELORS

Knox W. Askins

Clark T. Askins

July 21, 2009

via email

Mr. Ron Bottoms, City Manager  
Mr. John Joerns, Assistant City Manager  
Ms. Kathy Powell, Director of Finance

Re: Russell Plank Tax Matter

Dear Folks:

Enclosed is copy of letter from the attorney for Russell Plank's company, to the attorney for La Porte 81, Ltd., which sold the property to Russell Plank, in connection with the disputed agricultural roll back issue. When NPH pays the taxes, there is no reason that the various taxing agencies could not be dismissed from this litigation.

I will keep you posted on the progress of this case.

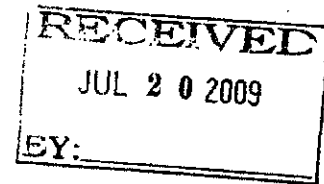
Yours very truly,



Knox W. Askins  
City Attorney  
City of La Porte

KWA:sw  
Enclosure

haynesboone



July 17, 2009

Mr. Craig Olivier  
ATTORNEY AT LAW  
1414 W. Clay  
Houston, Texas 77019

Via CMRRR

Re: No. 2008-59553; *LaPorte 81, Ltd., et al. v. National Property Holdings, L.P., et al.*; In  
the 11<sup>th</sup> Judicial District Court of Harris County, Texas

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Dear Mr. Olivier:

We have received the corrected tax bills from the City of La Porte and Harris County, which now reflect the rollback taxes owed for 2001 and 2002. The tax bills are enclosed for your reference. Looking at the tax bills, your client's claims, and the facts in this case, it seems that the parties should be able to resolve this matter without the need for further Court action.

As you know, your client seeks to recover \$116,455.62, which it claims to be the difference between the credit it gave at closing and rollback taxes that were previously billed (incorrectly) to reflect only a portion of the total tax liability. The corrected tax bills show that an additional \$109,697.52 is owed to the taxing authorities. Because the taxing authorities reasonably appear to have a superior claim to the \$109,697.52, National Property Holdings, L.P. ("NPH") intends to pay that amount to the taxing authorities.

This means that the difference between the closing credit and the total rollback taxes is \$6,758.10. NPH intends to apply this amount to the legal fees that your client has caused it to incur as a result of this lawsuit. Texas law allows an interpleading party to recover attorneys' fees as costs from the claimant whose unsuccessful claim rendered the interpleader necessary. *See Beneficial Standard Life Ins., Co. v. Trinity Nat'l Bank*, 763 S.W.2d 52, 56 (Tex. App.—Dallas 1988, writ denied). As you might expect, NPH has incurred much more than \$6,758.10 in attorneys' fees as a result of your client's lawsuit. Yet NPH will forbear recovery of its remaining attorneys' fees provided that your client dismisses its lawsuit with prejudice upon NPH's payment of the taxes to the taxing authorities.

Please let us know by Friday, July 24, 2009, if your client will dismiss its lawsuit. We look forward to resolving this matter without the necessity of the Court's intervention.

Haynes and Boone, LLP  
Attorneys and Counselors  
One Houston Center  
1221 McKinney Street, Suite 2100  
Houston, Texas 77010-2007  
Phone: 713.547.2000  
Fax: 713.547.2600  
www.haynesboone.com

haynesboone

Mr. Craig Olivier  
July 17, 2009  
Page 2

Sincerely,



Jacob T. Fain  
Direct Dial: 713.547.2212  
Direct Fax: 713.236.5658  
jacob.fain@haynesboone.com

Enclosures

cc: Mr. G. Wesley Urquhart  
G. WESLEY URQUHART, P.C.  
P.O. Box 272928  
Houston, Texas 77277-2928

***Via CMRRR***

Ms. Susan M. Fillion  
Assistant County Attorney  
VINCE RYAN, HARRIS COUNTY ATTORNEY  
1019 Congress, 15<sup>th</sup> Floor  
Houston, Texas 77002

***Via CMRRR***

Ms. Maureen R.M. Singleton  
THOMPSON & HORTON LLP  
711 Louisiana Street, Suite 2100  
Houston, Texas 77002-2746

***Via CMRRR***

Mr. Knox W. Askins  
ASKINS & ASKINS, P.C.  
702 West Fairmont Parkway  
P.O. Box 1218  
La Porte, Texas 77572-1218

***Via CMRRR***

Mr. Robert P. McConnell  
OLSON & OLSON, L.L.P.  
Wortham Tower, Suite 600  
2727 Allen Parkway  
Houston, Texas 77019-2133

***Via CMRRR***



## DELINQUENT TAX STATEMENT SUMMARY

LEO VASQUEZ  
HARRIS COUNTY TAX ASSESSOR-COLLECTOR  
1001 PRESTON AVE, SUITE 100  
HOUSTON, TEXAS 77002

## Certified Owner:

LA FORTE 81 LTD  
STUART HAYNSWORTH GENERAL  
815 WALKER ST STE 1435  
HOUSTON, TX 77002-5750

## Legal Description:

TR 1B  
ABST 30 W P HARRIS

Account No: 040-244-003-0003

2008 Value: \$  
CAD: 0402440030003

Legal Acres: 106.9200  
Parcel Address: 0 STATE HWY 146

As of Date: 07/07/2009

Print Date: 07/07/2009 Printed By: RLEW78

Year	Tax Units	Base Tax Due	IF PAID IN JULY 2009		IF PAID IN AUGUST 2009		IF PAID IN SEPTEMBER 2009	
			Penalties & Interest	Total	Penalties & Interest	Total	Penalties & Interest	Total
2001	40 41 42 43 44 47	\$10,990.23	\$0.00	\$10,990.23	\$0.00	\$10,990.23	\$0.00	\$10,990.23
2002	40 41 42 43 44 47	\$3,943.79	\$0.00	\$3,943.79	\$0.00	\$3,943.79	\$0.00	\$3,943.79
TOTAL AMOUNT DUE:		\$14,934.02	\$0.00	\$14,934.02	\$0.00	\$14,934.02	\$0.00	\$14,934.02

## Tax Unit Codes:

40 Harris County 41 Harris County Flood Control Dist 42 Port of Houston Authority 43 Harris County Hospital District  
44 Harris County Dept. of Education 47 San Jacinto College District

Amounts have AG Rollback levy included

Page 1 of 1

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

FURTHER: 07/07/2009

CAD: 0402440030003

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

LEO VASQUEZ  
HARRIS COUNTY TAX ASSESSOR-COLLECTOR  
P.O. BOX 4622  
HOUSTON, TEXAS 77210-4622



\* 0 4 0 2 4 4 0 0 3 0 0 0 3 \*

040-244-003-0003

LA FORTE 81 LTD  
STUART HAYNSWORTH GENERAL  
815 WALKER ST STE 1435  
HOUSTON, TX 77002-5750

If Paid By	Amount Due
JUL 2009	\$14,934.02
AUG 2009	\$14,934.02
SEP 2009	\$14,934.02
Amount Paid: \$	

04024400300030 0102 001493402 001493402 001493402 000000000

## La Porte Tax Office

### Agriculture Use Rollback Calculation Form

Owner Name: La Porte 81 Ltd

Stuart Haynsworth General  
815 Walker Street, Suite 1435  
Houston, TX 77002-5750

Legal Description: Tr 1B

Abst 30 W P Harris  
108.92 Acres

Date of Change: January 1, 2006

Account: 040-244-003-0003

#### La Porte I.S.D.

Year	Market Value	Ag Use	Value Loss	Tax Rate	Levy Loss	Interest	Tax Due
2001	1,098,010	8,540	1,089,470	0.016300	17,758.36	1.2976438	23,044.03
2002	1,098,010	9,680	1,088,330	0.016800	18,283.94	1.2276438	22,446.17
2003	0	0	0	0.016800	0.00	1.1576438	0.00
2004	0	0	0	0.017335	0.00	1.0876438	0.00
2005	0	0	0	0.017335	0.00	1.0176438	0.00
Total Due to La Porte I.S.D.:							45,490.20

#### City of La Porte

Year	Market Value	Ag Use	Value Loss	Tax Rate	Levy Loss	Interest	Tax Due
2001	1,098,010	8,540	1,089,470	0.0071	7,735.24	1.2976438	10,037.58
2002	1,098,010	9,680	1,088,330	0.0071	7,727.14	1.2276438	9,486.18
2003	0	0	0	0.0071	0.00	1.1576438	0.00
2004	0	0	0	0.0071	0.00	1.0876438	0.00
2005	0	0	0	0.0071	0.00	1.0176438	0.00
Total due to City of La Porte:							19,523.76

Total Due to La Porte Tax Office

65,013.96

**DUE NO LATER THAN JANUARY 31, 2010**

CORRECTED NOTICE:

3/30/2009





## DELINQUENT TAX STATEMENT SUMMARY

LEO VASQUEZ  
HARRIS COUNTY TAX ASSESSOR-COLLECTOR  
1801 PRESTON AVE., SUITE 100  
HOUSTON, TEXAS 77002

## Certified Owner:

LA PORTE LTD 81  
STUART HAYNSWORTH GENERAL  
815 WALKER ST STE 1435  
HOUSTON, TX 77002-5750

## Legal Description:

TR 1B  
ABST 35 J HUNTER

Account No: 040-278-001-0003

2008 Value: \$

CAD: 0402780010003

Legal Acres: 63.8500

Parcel Address: 0 STATE HIGHWAY 146

As of Date: 07/07/2009

Print Date: 07/07/2009 Printed By: RLEWIS

Year	Tax Units	Base Tax Due	IF PAID IN JULY 2009		IF PAID IN AUGUST 2009		IF PAID IN SEPTEMBER 2009	
			Penalties & Interest	Total	Penalties & Interest	Total	Penalties & Interest	Total
2001	40 41 42 43 44 47	\$4,131.51	\$0.00	\$4,131.51	\$0.00	\$4,131.51	\$0.00	\$4,131.51
2002	40 41 42 43 44 47	\$1,177.23	\$0.00	\$1,177.23	\$0.00	\$1,177.23	\$0.00	\$1,177.23
TOTAL AMOUNT DUE:		\$5,308.74	\$0.00	\$5,308.74	\$0.00	\$5,308.74	\$0.00	\$5,308.74

## Tax Unit Codes:

40 Harris County 41 Harris County Flood Control Dist 42 Port of Houston Authority 43 Harris County Hospital District  
44 Harris County Dept. of Education 47 San Jacinto College District

Amounts have AG Rollback levy included

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

Print Date: 07/07/2009

CAD: 0402780010003

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

LEO VASQUEZ  
HARRIS COUNTY TAX ASSESSOR-COLLECTOR  
P.O. BOX 4622  
HOUSTON, TEXAS 77210-4622



040-278-001-0003

LA PORTE LTD 81  
STUART HAYNSWORTH GENERAL  
815 WALKER ST STE 1435  
HOUSTON, TX 77002-5750

If Paid By	Amount Due
JUL 2009	\$5,308.74
AUG 2009	\$5,308.74
SEP 2009	\$5,308.74
Amount Paid:	\$

04027800100033 0102 000530874 000530874 000530874 0000000000

# La Porte Tax Office

## Agriculture Use Rollback Calculation Form

Owner Name: La Porte Ltd 81

Stuart Haynsworth

815 Walker Street, Suite 1435

Houston, TX 77002-5750 713-522-5606

Legal Description: Tr 1B

Abst 35 J Hunter

63.95 Acres

Date of Change: January 1, 2006

Account: 040-278-001-0003

La Porte I.S.D.

Year	Market Value	Ag Use	Value Loss	Tax Rate	Levy Loss	Interest	Tax Due
2001	414,470	4,800	409,670	0.016300	6,677.62	1.297644	8,665.17
2002	414,470	5,440	409,030	0.016800	6,871.70	1.227644	8,436.01
2003	0	0	0	0.016800	0.00	1.157644	0.00
2004	0	0	0	0.017335	0.00	1.087644	0.00
2005	0	0	0	0.017335	0.00	1.017644	0.00
Total Due to La Porte I.S.D.:							17,101.18

City of La Porte

Year	Market Value	Ag Use	Value Loss	Tax Rate	Levy Loss	Interest	Tax Due
2001	414,470	4,800	409,670	0.0071	2,908.66	1.297644	3,774.40
2002	414,470	5,440	409,030	0.0071	2,904.11	1.227644	3,565.22
2003	0	0	0	0.0071	0.00	1.157644	0.00
2004	0	0	0	0.0071	0.00	1.087644	0.00
2005	0	0	0	0.0071	0.00	1.017644	0.00
Total due to City of La Porte:							7,339.62

Total Due to La Porte Tax Office

24,440.80

DUE NO LATER THAN JANUARY 31, 2010

Notice for 2001 2002 only; 2003, 2004, 2005 Previously billed

CORRECTED NOTICE:

3/30/2009