

Agendas and Agenda Materials
Meetings of the Boards of Directors

La Porte
Redevelopment Authority



La Porte Tax Increment
Reinvestment Zone

August 21, 2019



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

Notice is hereby given of the joint meeting of the La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone to be held **Wednesday, August 21, 2019, at 6:30 p.m.** in the City Council Chambers at City Hall, 604 West Fairmont Parkway, La Porte, Texas.

AGENDA

Call to order

1. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on May 22, 2019.
2. Consider FY 2019-2020 Annual Budget
3. Consider increment payments to Developers in accordance with Developer Agreements.
4. Consider proposal for engineering services for the La Porte M Street Project.
5. Consider approval or other action regarding authority invoices.
6. Receive updates from the city, developers and staff about development within the Zone.
7. Board member comments.
 - a. Matters appearing on agenda
 - b. Inquiry of staff regarding specific factual information or existing policy

Adjournment.

In compliance with the American Disabilities Act, the City of La Porte City will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received three business days prior to the meetings. Please contact the City Secretary's Office at 281-470-5021 or TDD 281-471-5030.

A possible quorum of City Council members may be present at this meeting and participate in discussions but will take no action.

David W. Hawes, Executive Director

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

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

1. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on May 22, 2019.

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

May 22, 2019

DETERMINE QUORUM; CALL TO ORDER.

The Board of Directors of the La Porte Redevelopment Authority, City of La Porte, Texas, and La Porte Tax Increment Reinvestment Zone, held a regular joint meeting, open to the public, on Wednesday, May 22, 2019, at 6:30 p.m., in the Council Chambers of City Hall, 604 West Fairmont Parkway, La Porte, Texas, and the roll was called of the duly appointed members of the Board, to-wit:

Peggy Antone, <i>Secretary</i>	Position 1	vacant	Position 6
Barry Beasley	Position 2	Chester Pool, <i>Vice-Chair</i>	Position 7
Alton Porter	Position 3	Lloyd Graham	Position 8
Horace Leopard	Position 4	Vacant	Position 9
Doug Martin, <i>Chairman</i>	Position 5		

and all of the above were present, with the exception of Director Beasley, thus constituting a quorum. Also present were David Hawes, Linda Clayton and Naina Magon, all with Hawes Hill & Associates, LLP; Corby Alexander, Jason Weeks and Ryan Cramer, all with the City of La Porte; and Javier Morales, J. Morales, Inc.; and Doak Brown, Brownstone. Chairman Martin called the meeting to order at 6:30 p.m.

APPROVE MINUTES OF THE JOINT LA PORTE REDEVELOPMENT AUTHORITY AND LA PORTE TAX INCREMENT REINVESTMENT ZONE MEETING HELD ON NOVEMBER 7, 2018.

Upon a motion duly made by Director Leopard, and being seconded by Director Porter, the Board voted unanimously to approve the Minutes of the November 7, 2018, joint Board meeting, as presented.

CONSIDER DEVELOPMENT AGREEMENT BY AND BETWEEN REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE, TEXAS AND LA PORTE REDEVELOPMENT AUTHORITY AND HAWTHORNE AT LA PORTE, LLC.

Mr. Hawes reviewed the Development Agreement prepared by the Authority's attorney. A handout was distributed for the proposed development which provided a brief summary of the project, projected assessed valuations and tax increment and project costs, a copy is attached as Exhibit A. Mr. Brown provided an overview of the project and reported there will be 294 units located in 19 buildings and a club house. He reported the average size of each unit computes to 875 sq. ft. After full discussion by the Board, and upon a motion duly made by Director Pool, and being seconded by Director Janda, Directors Leopard, Martin, Pool and ~~Graham~~ voted to approve the Development Agreement with Hawthorne at La Porte LLC. Directors Antone and Porter voted against. The motion passed.

DICUSS AND CONSIER ACTIONS IN SUPPORT OF STREET RECONSTRUCTIONS WITHIN THE ZONE.

Mr. Hawes distributed a map showing M Street, a copy is attached as Exhibit B. He introduced Javier Morales who was representing a client looking at constructing a La Quinta Inn with an approximate construction cost of \$5.5 Million. Mr. Hawes stated M Street will need to be continued from 16th Street to the Frontage Road. Mr. Hawes stated the TIRZ will need to hire an engineer, bid and construct the extension of M Street and was recommending contracting with J. Morales Inc who will be the engineer for the La Quinta property. Upon a motion duly made by Director Janda, and being seconded by Director Pool, the Board voted unanimously to authorize staff to negotiate a contract with engineers for the extension/construction of M Street.

CONSIDER APPROVAL OR OTHER ACTIONS REGARDING AUTHORITY INVOICES.

Mr. Hawes reviewed the bookkeeper's report and went over invoices, included in the Board materials. He distributed and reviewed a letter received from the City of La Porte calculating the amount of LPISD increment, a copy is attached as Exhibit C. Upon a motion duly made by Director Pool, and being seconded by Director Leopard, the Board voted unanimously to accept the bookkeeper's report and approved payment of invoices, as presented.

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

Mr. Hawes updated the Board on correspondence received from Lawrence Chapman regarding Beazer/Senior Reimbursement Agreement. He reported the Authority's attorney will be responding to Mr. Chapman.

BOARD MEMBER COMMENTS.

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

None.

ADJOURNMENT.

There being no further business to come before the Board, the meeting was adjourned at 7:08 p.m.

Secretary

List of Exhibits:

- A. Proposed Multi-Family Development, Hawthorne at La Porte
- B. Map of Zone with M. Street
- C. Letter from City of La Porte dated May 8, 2019, calculating LPISD increment

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

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

2. Consider FY 2019-2020 Annual Budget.

La Porte Redevelopment Authority
Tax Increment Reinvestment Zone Number One
City of La Porte
FY 2019 - 20 Proposed Budget

	<u>2018-19 Approved Budget</u>	<u>2018-19 Estimated</u>	<u>2019-20 Proposed Budget</u>
Revenues:			
Beginning Fund Balance	\$ 2,693,717	\$ 1,292,746	\$ 1,286,699
Estimated TIRZ Revenues			
City	\$ 1,128,990	\$ 1,417,801	\$ 1,460,335
County	\$ 737,738	\$ 694,972	\$ 715,821
LPISD	\$ 2,098,032	\$ 3,234,138	\$ 3,331,162
Interest on TIRZ Funds	\$ 850	\$ 975	\$ 975
Estimated TIRZ Developer Advances	\$ -	\$ -	\$ -
Bayforest Land, Ltd.	\$ -	\$ -	\$ -
Lakes of Fairmont Greens	\$ -	\$ -	\$ -
Beazer Homes - Expansion Area	\$ -	\$ -	\$ -
Senior Associates - Expansion Area	\$ -	\$ -	\$ -
Port Crossing	\$ -	\$ -	\$ -
Total Revenues	\$ 6,659,326	\$ 6,640,632	\$ 6,794,992
TIRZ M&O Expenses:			
Administration and Project Management	\$ 24,000	\$ 27,000	\$ 24,000
Legal	\$ 7,400	\$ 7,500	\$ 7,500
Agreed Upon Procedures Reports	\$ 7,000	\$ 6,700	\$ 7,000
Annual Audit	\$ 8,500	\$ 8,700	\$ 8,700
Operating Expenses	\$ 1,450	\$ 1,358	\$ 1,450
Bank Expenses	\$ 70	\$ 68	\$ 70
Total Expenses	\$ 48,420	\$ 51,326	\$ 48,720
Transfers			
City Administration	\$ 56,175	\$ 71,000	\$ 72,775
ISD Refund	\$ 454,521	\$ 745,727	\$ 745,727
Educational Facilities	\$ 823,376	\$ 1,218,661	\$ 1,249,127
Total Transfers	\$ 1,334,073	\$ 2,035,388	\$ 2,067,629

Howithorne?

Capital Improvements

City CIP Trunk Line Project	\$ -	\$ -	\$ -
Bayforest Land, Ltd.	\$ -	\$ -	\$ -
Beazer Homes Capital Improvements	\$ -	\$ -	\$ -
Senior Associates Capital Improvements	\$ -	\$ -	\$ -
Port Crossing Capital Improvements	\$ -	\$ -	\$ -
TIRZ Developer Reimbursements			
Lakes of Fairmont Greens	\$ -	\$ -	\$ -
Beazer Homes	\$ 118,814	\$ 113,553	\$ 113,553
Senior Associates	\$ -	\$ 8,877	\$ 8,877
Retreat at Bay Forest	\$ 29,662	\$ 27,745	\$ 27,745
Port Crossing	\$ 1,957,711	\$ 1,847,294	\$ 1,847,294
ISD Funds to be distributed		\$ 1,269,751	\$ 1,269,751
	\$ 2,106,188	\$ 3,267,219	\$ 3,267,219
Ending Fund Balance	\$ 3,170,645	\$ 1,286,699	\$ 1,411,423

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

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

3. Consider increment payments to Developers in accordance with Developer Agreements.

LA PORTE DEVELOPER REIMBURSEMENTS - TAX YEAR 2018 VALUES
8/21/2019

	Development Agreement	Balance 9/30/18	City Payments 08/21/2019	County Payments 8/21/2019	ISD Payments 10/15/2019	Total Payments 10/15/2019
65 La Porte (Lakes of Fairmont Greens)	\$ 7,103,500.00	\$ 7,103,500.00	(1)		(1)	
Retreat at Bay Forest LP	\$ 224,670.00	\$ 58,580.00	\$ 27,745.44		\$ 22,735.88	\$ 50,481.32
Beazer Homes Texas LP	\$ 2,097,298.00	\$ 1,580,535.00	\$ 113,552.89			\$ 113,552.89
Senior Associates		\$ 478,677.00	\$ 8,876.63			\$ 8,876.63
Liberty Property Limited Partnership	\$ 14,844,135.00	\$ 3,604,999.00	\$ 1,152,321.69	\$ 694,972.00	\$ 1,076,842.18	\$ 2,924,135.87
Vista Oak GB, LLC	\$ 816,400		(2)			
Bayforest Land, Ltd.	\$ 3,054,278.00		(2)			
Jabez (Fairmont Lakes North)						
Hawthorne						
Reserve			(3) \$ 510,441.12		\$ 461,378.27	\$ -
TOTAL	\$ 28,140,281.00	\$ 12,826,291.00	\$ 1,812,937.77	\$ 694,972.00	\$ 1,560,956.32	\$ 3,097,046.71

(1) No AUP, amount placed in reserve
(2) No AUP
(3) Reserve includes amount allocated to Lake of Fairmont Greens and Remaining TIRZ

Summary of Payments and Remaining Balance

Cash on Hand	\$ 5,317,484.18
Payments to Developers	
Retreat at Bay Forest LP	\$ (27,745.44) City Only
Beazer Homes Texas LP	\$ (113,552.89) City Only
Senior Associates	\$ (8,876.63) City Only
Liberty Property Limited Partnership	\$ (1,847,293.69) Includes City & County Payments
Total Developer Payments	\$ (1,997,468.66)
La Porte ISD Refund	
La Porte ISD Increment	\$ (2,015,477.28)
Balance	\$ 1,304,538.24
Hold for Non AUP	\$ (869,498.18)
Available Balance	\$ 435,040.06

Cash on Hand	\$ 5,317,484.18
Est. Remaining F18 2017 M&O	\$ -
FY 2019 - 20 M&O	\$ (48,420.00)
Hold for Non AUP Agreements	\$ (745,677.13)
County Increment	\$ (694,972.00)
ISD Increment	\$ (2,015,477.28)
Beazer/Senior Increment Due	\$ (122,429.52)
Available City Disburs.	\$ 1,690,508.25

ISD	
ISD Increment	\$ 2,015,477.28
Refund for over payment	\$ (454,521)
Available ISD Disburs.	\$ 1,560,956.32

	2018 TAX VALUE
Original Zone Total (excl. Beazer)	\$ 247,444,990

	2018 TAX VALUE
Zone Total (ISD Participation)	\$ 244,497,150

Lakes at Fairmont/65 La Porte	\$ 18,124,076
Liberty Property	\$ 168,668,937
Retreat at Bay Forest	\$ 4,061,187
Beazer Homes/Senior	\$ 17,245,897
Fairmont Lakes North *	\$ 2,300
Hawthorne at Bay Forest *	\$ 724,100
9.596 ac. at McCabe	\$ 551,061

7% Lakes at Fairmont/65 La Porte	\$ 16,311,576	7%
68% Liberty Property	\$ 168,668,937	69%
2% Retreat at Bay Forest	\$ 3,561,187	1%
Beazer Homes		

Total	\$ 190,854,200
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Total	\$ 188,541,700
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Remaining	\$ 56,590,790
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23% Remaining	\$ 55,955,450	23%
100%		100%

Fairmont Green	\$ 123,821
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LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

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

4. Consider proposal for engineering services for the La Porte M Street Project.

**AGREEMENT FOR PROFESSIONAL SERVICES
M STREET IMPROVEMENT PROJECT
CONTRACT ID: JM-2018-002**

This AGREEMENT is by and between LA PORTE REDEVELOPMENT AUTHORITY, LA PORTE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE, TEXAS (the "OWNER") and J. MORALES INC. (the "ENGINEER"). The OWNER intends to make STREET IMPROVEMENTS by developing new infrastructure design and construction involving water, sanitary sewer, drainage, pavement and traffic improvements along the public right-of-way of M Street between Highway 146 and 16th Street in La Porte, Texas (the "PROJECT").

The OWNER and the ENGINEER in consideration of their mutual covenants herein agree concerning the performance of professional engineering services by the ENGINEER and the payment for those services by the OWNER as set forth herein.

The ENGINEER shall provide professional engineering services for the OWNER in all phases of the PROJECT to which this Agreement applies, shall serve as the OWNER's professional engineering representative for the PROJECT as set forth herein, and shall give professional engineering consultation and advice to the OWNER during the performance of services hereunder.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the OWNER and the ENGINEER contract and agree as follows:

SECTION I

EMPLOYMENT OF ENGINEER

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform professional engineering and related services in connection with the PROJECT as stated in the Sections to follow, and for having rendered such services the OWNER agrees to pay to the ENGINEER compensation as stated in Section VI below. All services provided by the ENGINEER shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related engineering services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of the ENGINEER's profession, practicing under similar conditions at the same time and in the same general locality.

SECTION II

SCOPE OF SERVICES

There will be four types of services provided: Basic Services, Construction Control Staking Services, Project Representation Services, and Additional Services. The Basic Services will be performed in five phases: Preliminary Phase, Design Phase, Approval Phase, Bidding Phase, and Construction Phase.

A. BASIC SERVICES

1. Preliminary Phase:

- a. Attend preliminary conferences with the OWNER and other interested parties regarding the PROJECT and advise the OWNER as to the status of the PROJECT.
- b. Prepare a preliminary engineering study and report on the PROJECT in sufficient detail to indicate generally the problems involved and the alternative solutions available to the OWNER, to include preliminary layouts for, cost estimates for, and the feasibility of the PROJECT and to set forth clearly the ENGINEER's recommendations.
- c. Furnish the OWNER the required number of copies of the preliminary report, including preliminary layouts and cost estimates.

2. Design Phase:

- a. Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER, may be required for design; arrange for such work to be done for the OWNER's account.
- b. Furnish to the OWNER, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for governmental grants-in-aid or for planning advances).
- c. Prepare detailed plans, specifications and contract drawings for the PROJECT or various phases thereof. Construction plans and specifications shall conform to the design criteria and regulations of all agencies and political subdivision with jurisdiction over the PROJECT in place at the time of design, including the Texas Commission on Environmental Quality. In the event the plans and specifications do not conform with any such entity's criteria, at the time of the original design the ENGINEER shall redesign the plans and specifications to conform to such criteria at no cost to the OWNER.
- d. Prepare detailed cost estimates of authorized construction. The ENGINEER shall not be required to guarantee the accuracy of these estimates.
- e. Furnish to the OWNER all necessary copies of plans, specifications, notices to bidders, and proposal forms. All sets of plans in excess of a previously agreed number are to be paid for separately.

3. Approval Phase:

- a. Use best efforts to obtain all necessary approvals from the appropriate city, county, state and federal governmental entities having jurisdiction over the PROJECT. The Approval Phase shall begin when the detailed construction drawings are submitted to such entities. The phase shall be deemed complete when all approvals are obtained in the form normally supplied by the approving entity. In the event the plans and specifications are not approved by an entity because they do not conform with the entity's design criteria, which was in effect at the time the design started, the ENGINEER shall redesign the plans and specifications to conform to such criteria at no cost to the OWNER. If the ENGINEER is unable to obtain approval of the plans due to factors beyond the ENGINEER's control (including the recording of easements, subordinations, payment of taxes, etc.), then the plans shall be deemed complete and approved.

4. Bidding Phase:

- a. Upon approval of the OWNER, the ENGINEER will advertise (or, if advertising is not required by law, solicit as directed by the OWNER) for bids for the OWNER's PROJECT, including preparation, distribution of notices, invitations, bid conditions and pre-qualification forms. The ENGINEER will also conduct pre-bid meetings with prospective bidders as may be required by the bid documents.
 - b. The ENGINEER will collect, open, and tabulate bids for the PROJECT in accordance with the bid documents. The ENGINEER will make a recommendation to the OWNER regarding award of the proposed construction contract.
 - c. Consult with and advise the OWNER as to the professional responsibility and acceptability of the bidders and of any subcontractors or persons proposed by the bidders, provided such information is required from the bidders, including review of the bidder's qualifications statement. The ENGINEER will forward to the OWNER a recommendation regarding award of the construction contract in accordance with the bid documents.
 - d. The ENGINEER shall prepare construction contract documents for execution by the OWNER and contractor, as necessary. The contract documents will be provided to the OWNER and contractors for their review of appropriate sections.
5. Construction Phase:
- a. Make regular visits, defined as a maximum of three (3) hours per week on the site, to the site (as distinguished from part-time services of a PROJECT Representative) to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding according to the construction contract documents. During visits to the construction site, and on the basis of his on-site observations as an experienced and qualified design professional, the ENGINEER shall keep the OWNER informed of the progress of the work and advise the OWNER of material and substantial defects and deficiencies in the work of contractors which are discovered by the ENGINEER or otherwise brought to the ENGINEER's attention in the course of construction. The ENGINEER may, on behalf of the OWNER, exercise whatever rights the OWNER may have to disapprove work and materials as failing to conform to the construction contract documents. Unless the OWNER requests or agrees to a PROJECT Representative, the ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material. Although the ENGINEER will endeavor to protect the OWNER against defects and deficiencies in the work of contractors or subcontractors, he cannot guarantee the performance of contractors, nor be responsible for the actual supervision of construction techniques and operations or for the safety measures that contractors or subcontractors take or should take; subject to the provisions of Section VIII. The ENGINEER shall promptly report to the OWNER any unresolved/uncorrected defects and/or deficiencies observed with respect to the project and construction operation.
 - b. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the OWNER and requires only general conformance with the design concept of the PROJECT and general compliance with the information given by the Contract documents. It does not relieve contractors of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity of constructing a complete and workable facility in accordance with the construction contract documents.

- c. Based on the ENGINEER's on-site observations and review of applications for payment accompanied by data and schedules, determine the amounts owing to contractors and prepare and verify monthly and final estimates for payments to such; furnish to the OWNER any necessary certifications as to payment to contractors, subcontractors, and suppliers; assemble such written guarantees and maintenance bonds which the construction contract documents require.
- d. Maintain orderly files for correspondence, reports of job conferences, Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, the ENGINEER's clarifications and interpretations of the Contract documents, progress reports, cut sheets, and other PROJECT related documents.
- e. Conduct, on behalf of the OWNER, a final inspection of the project for conformance with the design concept of the PROJECT and compliance with the construction contract documents and approve in writing final payments to the contractors.
- f. Revise (or if required, redraw) contract drawings, based on information provided by the contractor, to show the work as actually constructed; furnish a set of prints of these revised drawings to the OWNER and other agencies as required. If the ENGINEER is required to redraw contract drawings, the OWNER shall compensate the ENGINEER in accordance with the hourly rates provided herein. All contract drawings will be certified as as-built plans and signed by the ENGINEER.
- g. Issue certification to the OWNER that the PROJECT, or in the case of phased construction each has been completed in accordance with the construction contract documents.
- h. Provide to the Texas Commission on Environmental Quality the appropriate documents and information generated as a result of the construction contracts, as required by the then current Texas Commission on Environmental Quality Rules and Regulations.
- i. Provide construction documentation as required by other agencies, including the applicable city, county, and state, having jurisdictional authority over the PROJECT.

B. CONSTRUCTION CONTROL STAKING SERVICES

Construction control staking shall include the horizontal staking of rights-of-way centerlines and off-site easements at points of curvature, points of tangency, angle points and street intersections. Vertical control benchmarks will be provided at intervals not to exceed 2,000 feet.

C. PROJECT REPRESENTATION SERVICES

1. PROJECT Representation will include periodic site visits (typically 10-15 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The PROJECT Representative will make his best effort to be on-site during critical phases of work. The authority and duties of such PROJECT Representatives are limited to examining the materials furnished, observing the work done, and reporting their findings to the ENGINEER as set forth in this Section. The ENGINEER will use the usual degree of care and prudent judgment in selecting PROJECT Representatives who are competent and who have either satisfactorily participated in a certified training program in construction or have supplied other satisfactory evidence of their qualifications to the ENGINEER. The ENGINEER shall further be responsible for seeing that the PROJECT Representatives are on the job to perform their required duties

and that the PROJECT Representatives maintain daily logs of their observations, including photographs of the work in progress, if appropriate. The ENGINEER shall advise the OWNER of material and substantial defects and deficiencies in work of the contractors discovered by the PROJECT Representatives and may, on behalf of the OWNER, exercise whatever rights the OWNER may have to disapprove work and materials as failing to conform to the construction contract documents.

2. The OWNER may, at its sole discretion, require the services of a full time PROJECT Representative. Should the OWNER select to procure the service of a full time PROJECT Representative, the ENGINEER will select the PROJECT Representatives as provided in paragraph C.1. of this section. The scope of services provided by the PROJECT Representative will be as described in paragraphs C.1., C.3. and C.4. of this section. In addition, the PROJECT Representative will generally be on-site during the contractor's working hours for approximately 40 hours per week.
3. The PROJECT Representative shall:
 - a. Review the progress schedule and schedule of values prepared by the contractor and consult with the ENGINEER concerning their acceptability.
 - b. Attend pre-construction conferences, attend progress meetings and other job conferences as required in consultation with the ENGINEER and, if requested by the ENGINEER, notify those expected to attend in advance, and maintain and circulate copies of minutes thereof.
 - c. Serve as the ENGINEER's liaison with the contractor, working principally through the contractor's superintendent and assisting him in understanding the intent of the Contract documents. Assist the ENGINEER in serving as the OWNER's liaison with the contractor when the contractor's operations affect the OWNER's on-site operations.
 - d. As requested by the ENGINEER, assist in obtaining from the OWNER additional details or information, when required at the job site for proper execution of the work.
 - e. Conduct on-site observations of the work in progress to assist the ENGINEER in determining if the work is proceeding in accordance with the Contract documents.
 - f. Report to the ENGINEER and the contractor whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise the ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation or requires special testing inspection or approval.
 - g. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract documents and in the presence of the required personnel, and that the contractor maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
 - h. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to the ENGINEER.
 - i. Transmit to the contractor, the ENGINEER's clarifications and interpretations of the

Contract documents.

- j. Consider and evaluate the contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the ENGINEER.
 - k. Maintain orderly files for correspondence, reports of job conferences, Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, the ENGINEER's clarifications and interpretations of the Contract documents, progress reports cut sheets, and other PROJECT related documents. These items will be submitted to the ENGINEER for his final review and approval.
 - l. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the ENGINEER.
 - m. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - n. Furnish the ENGINEER periodic reports as required of progress of the work and the contractor's compliance with the approved progress schedule.
 - o. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 - p. Report immediately to the ENGINEER upon the occurrence of any accident.
 - q. Review applications for payment with the contractor for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
 - r. Before the ENGINEER issues a Certificate of Substantial Completion, submit to the contractor a list of observed items requiring completion or correction.
 - s. Conduct final inspection in the company of the ENGINEER and the contractor and prepare a final list of items to be completed or corrected.
 - t. Verify that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.
4. Except upon written instructions of the ENGINEER, the PROJECT Representative shall not:
- a. Authorize any deviation from the Contract documents or approve any substitute materials or equipment;
 - b. Exceed limitations on the ENGINEER's authority as set forth in the Contract documents;
 - c. Undertake any of the responsibilities of the contractors, subcontractors, or the contractor's superintendent, or expedite the work; Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless

- such is specifically called for in the Contract documents;
- d. Advise on or issue directions as to safety precautions and programs in connection with the work, unless otherwise required by the Contract documents;
 - e. Authorize the OWNER to occupy the PROJECT in whole or in part;
 - f. Participate in specialized field or laboratory tests; or
 - g. Interpret construction staking for the contractor.
5. The ENGINEER does not underwrite, guarantee or ensure the work done by the contractors; and, since it is the contractors' responsibility to perform the work in accordance with the construction contract documents, the ENGINEER is not responsible or liable for the contractors' failure to do so; subject to the provisions of Section VIII; and failure by any PROJECT Representatives or other personnel engaged in on-the-site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability therefore.

D. ADDITIONAL SERVICES

1. The ENGINEER further agrees to provide or perform as directed by the OWNER for additional compensation:
 - a. Field surveys to collect information required for design, including photogrammetry, and related office computations and drafting.
 - b. Land surveys and establishment of boundaries and monuments, related office computations and drafting.
 - c. Preparation of property or easement descriptions.
 - d. Special studies, tests, and process determination to establish basis of design for water and waste treatment facilities.
 - e. Preparation and submittals of engineering reports required by the Texas Commission on Environmental Quality and the OWNER in connection with the creation of the PROJECT, including related appearances before the Commission and overall utility layouts or master plan for the entire PROJECT.
 - f. Preparation and submittal of bond applications to the Texas Commission on Environmental Quality or other entity for approval of the issuance of bonds or other financing, including related appearances before the Commission.
 - g. Preparation of any special reports required for marketing of bonds.
 - h. Appearances before regulatory agencies for any purpose other than approval of construction drawings and documents.
 - i. Assistance to the OWNER as an expert witness in any litigation with third parties arising from the development or construction of the PROJECT.
 - j. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements;

special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the OWNER.

- k. Coordinate soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.
- l. Detailed mill, shop and/or laboratory inspection of materials and equipment.
- m. Travel and subsistence required of the ENGINEER and authorized by the OWNER.
- n. Additional copies of reports, specifications, and additional blue print copies of drawings.
- o. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
- p. Preparation of environmental statements and assistance to the OWNER in preparing for and attending public hearings.
- q. Revision of contract drawings after a definite plan has been approved by the OWNER.
- r. Attendance at Board meetings during the preliminary, design, approval, or construction phases of the PROJECT and any other time the OWNER requests the ENGINEER's attendance; provided, however, that the OWNER shall have no obligation to compensate the ENGINEER for an employee's or owner's attendance at Board meetings if such person is also a member of the Board.
- s. Any other special or miscellaneous assignments specifically authorized by the OWNER.

SECTION III

AUTHORIZATION OF SERVICES

No professional services of any nature shall be undertaken by the ENGINEER under this Agreement until he has received written authorization from the OWNER, in which the nature and extent of the assignment, the scope of services, the basis of compensation (including a budget as hereinafter provided), and the time allowed the ENGINEER for the performance of the services are specified.

SECTION IV

COORDINATION WITH THE OWNER

The ENGINEER shall hold periodic conferences with the OWNER, or its representatives, to the end that the PROJECT, as perfected, shall have full benefit of the OWNER's experience and knowledge of existing needs and facilities, and shall be consistent with its current policies and construction standards. To implement this coordination, the OWNER, its Representatives, or Agents shall make available to the ENGINEER for use in planning or producing the PROJECT, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the PROJECT, if such information was not produced by the ENGINEER.

SECTION V

CONTRACTORS, SUBCONTRACTORS, ENGINEERS

The ENGINEER must receive the written approval of the OWNER before hiring any contractor,

subcontractor, or ENGINEER in connection with the services permitted or required by this Agreement. Such written approval shall specifically set forth the compensation, if any, to be paid by the OWNER to any such contractor, subcontractor, or ENGINEER, and any compensation to be paid to the ENGINEER in connection therewith. The OWNER shall not be liable for any costs or fees incurred without such prior written approval.

SECTION VI

COMPENSATION

A. The OWNER shall compensate the ENGINEER for services performed under this Agreement on the following basis:

1. For Basic Services related to contracts of \$250,000 and greater:

- a. The OWNER shall pay the ENGINEER a lump sum fee of twelve percent (12%) of the actual Construction Cost of the PROJECT as compensation to the engineer.
- b. The ENGINEER shall submit a budget to the OWNER for approval showing the estimated total engineering fee, including all Reimbursable Expenses, prior to commencing construction on all PROJECTs. The OWNER shall not be obligated to pay any amount greater than that in the approved budget unless and until the additional amount has been approved in writing by the OWNER. If the ENGINEER believes the budget will be exceeded, the ENGINEER shall be required to bring this fact to the OWNER's attention as soon as possible to discuss and approve any modifications to the approved budget.
- c. The Payment of Fees to be billed on a monthly basis not to exceed the following percentages of the lump sum fee set forth in paragraph A.1. of this section:

Preliminary Phase	20%
Design Phase	50%
Approval Phase	2%
Bidding Phase	2%
Construction Phase	26%

- d. "Construction Cost" is defined as the total cost to the OWNER for the execution of the work authorized and handled in each separate construction contract, excluding fees or other costs for engineering and legal services, the cost of land, rights-of-way, legal and administrative expenses; but including the direct cost to the OWNER of all construction contracts, items of construction including labor, materials, and equipment required for the completed work (including extras), and the total value at site of project of all labor, materials, and equipment purchased or furnished directly by the OWNER for the PROJECT.
- e. In addition, the OWNER will pay the ENGINEER for his actual costs plus 10% handling of all Reimbursable Expenses provided by the ENGINEER. For Basic Services, "Reimbursable Expenses" is defined as the actual expenses incurred by the ENGINEER, such as expenses for: transportation and reasonable subsistence incidental thereto; toll telephone calls and telegrams; aerial services, advertisements, computer plating, delivery charges, filing fees, mileage based on the then current rate set by the Internal Revenue Service, photography, postage/freight, extra copying or reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items not included in the Basic Services.

- f. For completed construction work, Construction Costs shall equal the total costs of all work performed as designed or specified by the ENGINEER. For work designed but not constructed, Construction Costs shall equal the lowest bona fide bid received (which bid would be accepted by the OWNER if it was proceeding with the work) from a qualified bidder or the lowest bona fide negotiated proposal for such work. For work upon which no bid or proposal is received, Construction Cost shall equal the most recent estimate of Construction Cost, or if none is available, the ENGINEER's most recent opinion of probable Construction Cost.
 - g. Within thirty (30) days after the execution of a construction contract, the ENGINEER shall prepare and submit to the OWNER a statement showing the adjustments in the engineering fees necessary due to the difference between the estimated Construction Cost and the executed contract amount. If the OWNER owes the ENGINEER an additional amount, the OWNER shall remit payment as provided in Section VII. If the ENGINEER owes the OWNER, and the OWNER has previously paid the ENGINEER, the ENGINEER shall remit the amount of the overpayment to the OWNER within thirty (30) days.
 - h. If the ENGINEER is compensated by the OWNER based on the ENGINEER's estimate of probable Construction Costs for the design of improvements which are either abandoned or suspended, and a bid is received within eighteen (18) months of payment to the ENGINEER, the compensation to the ENGINEER shall be adjusted to correspond to the Construction Costs in the bid or proposal received. If the ENGINEER has not been compensated for the design of improvements which are either abandoned or suspended, the compensation due the ENGINEER shall be based on the Construction Costs in whatever bid or proposal is received at a future date. If, however, the PROJECT is abandoned or suspended at the request of the OWNER, the ENGINEER shall look solely to the OWNER for compensation.
2. For Basic Services related to contracts with a Construction Cost of less than \$250,000:
 - a. The OWNER shall pay the ENGINEER a fee based on hourly rates attached to this agreement. In addition, the OWNER will pay the ENGINEER the actual costs plus 10% handling of all Reimbursable Expenses provided by the ENGINEER.
 - b. "Reimbursable Expenses" is defined as the actual expenses incurred by the ENGINEER, such as expenses for: transportation and reasonable subsistence incidental thereto; reasonable subsistence and transportation of PROJECT Representatives and their assistants; toll telephone calls and telegrams; aerial services, advertisements, computer plating, delivery charges, filing fees, mileage based on the then current rate set by the Internal Revenue Service, photography, postage/freight, copying, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items.
 3. For Surveying Services, the OWNER shall pay the ENGINEER, fees based on the current rate sheet attached.
 4. For part-time PROJECT Representative Services, the OWNER shall pay the ENGINEER an hourly fee based on actual representative personnel cost times a multiplier of 2.5 plus reimbursable direct expenses as defined in this agreement.
 5. For full time PROJECT Representative services, the OWNER shall pay the ENGINEER an hourly fee based on actual representative personnel cost time a multiplier of 2.5 plus reimbursable direct expenses as defined in this agreement commencing with the notice to

proceed until the completion of the PROJECT.

6. The compensation for preparation of Engineering Report for bond applications shall be a minimum lump sum fee of \$35,000 exclusive of reimbursable items defined in A.1.e. of this section. The final compensation will be agreed upon in writing by the OWNER and the ENGINEER and based on the complexity of the report. Factors that may affect the fee include the following:
 - a. Standard Review vs. Expedited Review
 - b. Bond issue amount
 - c. PROJECT documentation
 - d. Number of projects to be funded
 - e. PROJECTs with others as Engineers of Record
 - f. Shared projects

Additionally, for work required after issuance of the staff memorandum from the Texas Commission on Environmental Quality, the OWNER will pay the ENGINEER on a time and materials basis in accordance with the attached Schedule of Hourly Rates.

7. Fees for additional services are to be based on a time and materials basis in accordance with Hourly Rates or on a lump sum basis agreed upon at the time the work is authorized.
- B. All services billed under the terms of this Agreement based on an hourly rate shall be initially billed in accordance with the attached Schedule of Hourly Rates. At the beginning of each calendar year, the ENGINEER may submit to the OWNER a current Hourly Service fee schedule for review and approval. If approved by the OWNER, the approved rate shall then be incorporated into this Agreement.

SECTION VII

METHOD OF PAYMENT

- A. For Basic Services listed under SECTION II, SCOPE OF SERVICES, unless determined otherwise at the time of authorization, the ENGINEER shall submit a statement to the OWNER on a monthly basis for services actually rendered but not to exceed the percentages, assigned to each phase of work: preliminary, design, approval, bidding, and construction. For Additional Services listed under SECTION II, SCOPE OF SERVICES, unless determined otherwise at the time of authorization, the ENGINEER shall submit monthly statements based upon services actually rendered to date.
- B. The ENGINEER will keep adequate books and records supporting the charges under this Agreement, and such books and records will be available at all reasonable times to the OWNER or its designated representative for the purpose of auditing and verifying the charges made under this Agreement. ENGINEER acknowledges receipt of and agrees to maintain all OWNER records in ENGINEER's possession in accordance with the OWNER's then current records management policy (the "Document Retention Policy"). ENGINEER shall retain the right to retain documents in an electronic format if permitted by the Document Retention Policy.
- C. Monthly invoices will be issued by ENGINEER for all work performed under the terms of this agreement. Invoices are due and payable on receipt. Interest at the rate of one and one-half percent (1.5%) per month will be charged on all past-due amounts, unless not permitted by law.

Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to ENGINEER, and if such interest exceeds the principal balance of the OWNER's indebtedness to ENGINEER, will be returned to OWNER. It is the intent of ENGINEER and OWNER to abide by all applicable laws regulating the maximum amount of interest which may be charged. To the greatest extent allowed by applicable law, OWNER and ENGINEER agree that in the event OWNER and ENGINEER enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, ENGINEER may charge and OWNER agrees to pay interest on such combined past-due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of one and one half percent (1.5%) per month or at the highest rate allowed by law, subject, as provided herein, to ENGINEER'S agreement to credit excess interest or return same to OWNER after the New Principal Balance is paid.

SECTION VIII

LIMITATION ON THE ENGINEER'S LIABILITY

The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The OWNER agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either express or implied) in his design work, preparation of surveys, plans and specifications, designation and selection of materials and equipment for the PROJECT, or inspection of the construction work except to the extent that he fails to exercise the care and skill ordinarily used by members of the ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Except to the extent expressly provided above, the ENGINEER does not underwrite, guarantee or insure any construction work done by any contractors, nor shall the ENGINEER be responsible or liable for any contractor's failure to do such work or for the safety precautions taken by any contractor incident to construction work. It is further agreed that no contractor shall ever be relieved of liability for any defect or deficiency in his construction work due to any act or omission of the ENGINEER.

SECTION IX

INDEPENDENT CONTRACTOR

In the performance of work or services herein agreed to, the ENGINEER shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the ENGINEER, or its subcontractors where appropriate.

SECTION X

INSURANCE

- A. The ENGINEER shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- B. The ENGINEER shall furnish certificates of insurance to the OWNER evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the ENGINEER, name of insurance company, policy number, and term of coverage and limits of coverage. The ENGINEER shall cause its insurance companies to provide the OWNER with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, or cancellation or non-renewal of the insurance coverage required under this Agreement. The ENGINEER shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
2. Commercial General liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	General aggregate limit
\$1,000,000	Each occurrence, combined single limit
\$1,000,000	Aggregate Products, combined single limit
\$1,000,000	Aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
4. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

C. The OWNER and the OWNER's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in sections B.1. and B.5. All policies written on behalf of the ENGINEER shall contain a waiver of subrogation in favor of the OWNER and the OWNER's agents and employees, with the exception of insurance required under section B.5. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the OWNER, and without rights of contribution or recovery against the OWNER or from any such other insurance available to the OWNER. The ENGINEER, and not the OWNER, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the ENGINEER.

SECTION XI

OWNERSHIP AND REUSE OF DOCUMENTS

All documents including original drawings, estimates, specifications, periodic construction progress notes, and data (collectively, the "Documents") shall be the property of the OWNER, provided that ENGINEER has received full compensation due pursuant to the terms of this Agreement. Notwithstanding the immediately preceding sentence, ENGINEER may retain a set of reproducible record copies of the Document. Any use of the Documents, for any use unrelated to the project, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.

The ENGINEER agrees to maintain all OWNER records in accordance with applicable law, including the requirements of the Texas Local Government Records Act and all rules, regulations, policies and retention schedules adopted by the OWNER thereunder. The ENGINEER assigns to the OWNER

the sole ownership of all copyright, trademark, patent and other intellectual property rights in all documents created pursuant to this Agreement.

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM ALL LOSS, COST, EXPENSE OR LIABILITY THAT THE OWNER MAY INCUR OR SUFFER AS A RESULT OF ANY INFRINGEMENT, ON PART OF THE ENGINEER OR ANY PERSON OR ENTITY ENGAGED OR RETAINED BY THE ENGINEER, OF THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY LAWS OF THE UNITED STATES OR ANY OTHER COUNTRY.

SECTION XII

INDEMNIFICATION

ENGINEER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) BROUGHT BY ENGINEER OR ANY OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT ENGINEER, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, ARISING OUT OF, THE NEGLIGENCE, OMISSION, OR MISCONDUCT OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT ENGINEERS, OR REPRESENTATIVES.

SECTION XIII

TERMINATION

Either party to this Agreement may terminate the Agreement without cause by giving to the other thirty (30) days' advance written notice. Upon delivery of such notice by the OWNER to the ENGINEER, the ENGINEER shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement, unless requested otherwise by the OWNER in writing. No later than thirty (30) days after receiving such notice, the ENGINEER shall cease all ENGINEER's services in connection with the performance of this Agreement, except to the extent otherwise provided in the written notice. As soon as practicable after termination, the ENGINEER shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the OWNER when and if the Agreement is terminated and the ENGINEER is paid, but they remain subject to restrictions as to their use as set forth in Section XI.

SECTION XIV

ADDRESS OF NOTICE AND COMMUNICATIONS

All notices under this Agreement to be mailed or delivered to the ENGINEER shall be to the following address:

J. Morales Inc.
3425 Federal Road
Pasadena, Texas 77504

All notices under this Agreement to be mailed or delivered to the OWNER shall be to the following addresses:

La Porte Redevelopment Authority
c/o City of La Porte
604 West Fairmont Parkway
La Porte, Texas 77571
Attn: Corby Alexander
Fax No. 281-842-1259

La Porte Tax Increment Reinvestment Zone Number One
C/O City of La Porte
604 West Fairmont Parkway
La Porte, Texas 77571
Attention: Corby Alexander
Fax No. 281-842-1259

Hawes Hill & Associates, LLP
P.O. Box 22167
Houston, Texas 77227-2167
Attention: David Hawes

All other communications may be sent by electronic means or in the same manner as described herein.

SECTION XV

SECTION CAPTIONS

Each Section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Section or in any way determine its interpretation or application.

SECTION XVI

SUCCESSORS AND ASSIGNMENTS

The OWNER and the ENGINEER each binds itself and its successors, executors, administrators and permitted assigns to the other party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, with respect to all covenants of this Agreement. Neither the permitted OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the OWNER which may be a party thereto.

SECTION XVII

MISCELLANEOUS PROVISIONS

- A. The ENGINEER and the OWNER understand and agree that this Agreement shall constitute the entire agreement between such parties with respect to the subject matter hereof. Any and all prior agreements, whether oral or written, are hereby superseded and are of no further force or effect.
- B. This Agreement may only be amended or altered by a subsequent written agreement executed by both the OWNER and the ENGINEER.
- C. FORCE MAJEURE. Neither party will be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause beyond the reasonable control of such Party if such cause is generally recognized under Texas law as constituting impossible conditions. The existence of such cause of delay or failure will extend the period of performance in the exercise of the reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within ten (10) business days of the existence of such Force Majeure event or otherwise waive this right as a defense.
- D. The ENGINEER warrants and represents that the ENGINEER is not a company that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153, Texas Government Code.
- E. The ENGINEER hereby verifies that it: (1) does not Boycott Israel, and (2) subject to or as otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, will not Boycott Israel during the term of this Agreement.

As used in this Section, "*Boycott Israel*" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- F. This Agreement shall be governed by the laws of the State of Texas. Jurisdiction and venue shall be exclusive in Harris County, Texas.

AGREEMENT EXECUTED in two (2) copies, each of which shall be an original, on behalf of the ENGINEER and the OWNER by the authorized persons shown below.

(Execution Page Follows)

Agreed to and accepted by on this _____ day of _____, 2019.

J. MORALES INC.:

JAVIER J. MORALES, PRESIDENT

LA PORTE REDEVELOPMENT AUTHORITY:

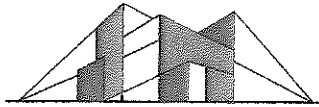
PRESIDENT

SECRETARY/TREASURER

**LA PORTE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE CITY OF LA PORTE,
TEXAS:**

PRESIDENT

SECRETARY/TREASURER



J. MORALES
ARCHITECTS • ENGINEERS • SURVEYORS

HOURLY RATE SCHEDULE
As of January 2019

SURVEYING

Registered Professional Land Surveyor	\$150.00
Senior Survey Technician	\$90.00
Survey Technician	\$80.00
2 - Man Field Crew	\$160.00
3 - Man Field Crew	\$220.00

ENGINEERING

Registered Professional Engineer	\$150.00
Engineer In Training	\$110.00
Senior Engineer Designer	\$105.00
Engineering Technician	\$90.00
Computer Aided Drafting	\$80.00

ARCHITECTURAL

Registered Professional Architect	\$150.00
Architect Intern	\$110.00
Senior Architectural Technician	\$105.00
Architectural Technician	\$90.00
Computer Aided Drafting	\$80.00

CONSTRUCTION ADMINISTRATION

Senior Field Inspector	\$105.00
Field Inspector	\$80.00

GENERAL

Principal	\$250.00
Accounting	\$90.00
Clerical Service	\$60.00
Deliveries (Pasadena, Deer Park, Galena Park, and South Houston)	\$30.00

Copies (per sheet)

Large (24 x 36)	\$1.00
Color Small (11 x 17, 8 ½ x 11)	.50¢
Small (11 x 17, 8 ½ x 11)	.25¢

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

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

5. Consider approval or other action regarding authority invoices.

**La Porte Redevelopment Authority
Cash Flow Report, FY 2009-2018**

Cleared

Bank	Operating Account	For	Amount	Subtotal	Total
	Beginning fund balance, 10/1/2009		\$ 265,520.84		
	City of La Porte				
10/15/2009	Interest deposit (0.30%)	county TIRZ payment	\$ 196,067.00		
10/30/2009	Interest deposit (0.10%)	Interest	\$ 91.25		
11/30/2009	Interest deposit (0.10%)	Interest	\$ 73.20		
12/31/2009	Interest deposit (0.15%)	Interest	\$ 36.70		
1/29/2010	Interest deposit (0.10%)	Interest	\$ 28.41		
2/26/2010	Interest deposit (0.10%)	Interest	\$ 22.06		
3/31/2010	Interest deposit (0.10%)	Interest	\$ 25.13		
4/30/2010	Interest deposit (0.20%)	Interest	\$ 42.59		
5/31/2010	Interest deposit (0.20%)	Interest	\$ 42.60		
6/10/2010	Harris County tax collections	county TIRZ payment	\$ 257,543.00		
6/22/2010	City of La Porte tax collections	city TIRZ payment	\$ 582,670.33		
6/22/2010	LPISD tax collections	ISD TIRZ payment	\$ 512,646.62		
6/30/2010	Interest deposit (0.20%)	Interest	\$ 122.57		
7/31/2010	Interest deposit (0.20%)	Interest	\$ 130.46		
8/31/2010	Interest deposit (0.20%)	Interest	\$ 102.74		
9/30/2010	Interest deposit (0.20%)	Interest	\$ 95.55		
10/20/2010	City of La Porte	prior year increment adjustment	\$ 189,261.05		
10/29/2010	Interest deposit (0.20%)	Interest	\$ 51.37		
11/30/2010	Interest deposit (0.10%)	Interest	\$ 67.56		
12/31/2010	Interest deposit (0.10%)	Interest	\$ 65.46		
1/31/2011	Interest deposit (0.10%)	Interest	\$ 65.46		
2/28/2011	Interest deposit (0.10%)	Interest	\$ 59.13		
3/31/2011	Interest deposit (0.10%)	Interest	\$ 65.47		
4/29/2011	Interest deposit (0.10%)	Interest	\$ 61.21		
5/31/2011	Interest deposit (0.10%)	Interest	\$ 66.05		
6/16/2011	Wire xfer City of La Porte	city TIRZ payment	\$ 717,580.58		
6/16/2011	Wire xfer City of La Porte	city TIRZ payment	\$ 591,594.44		

6/30/2011	Interest deposit (0.10%)	interest	\$	115.72
7/25/2011	Wire xfer City of La Porte	county TIRZ payment	\$	171,528.00
7/29/2011	Interest deposit (0.10%)	interest	\$	166.23
8/31/2011	Interest deposit (0.05%)	interest	\$	139.39
9/30/2011	Interest deposit (0.05%)	interest	\$	41.88
10/31/2011	Interest deposit (0.05%)	interest	\$	6.98
11/30/2011	Interest deposit (0.05%)	interest	\$	41.88
12/31/2011	Interest deposit (0.05%)	interest	\$	41.88
1/31/2012	Interest deposit (0.05%)	interest	\$	44.67
2/29/2012	Interest deposit (0.05%)	interest	\$	40.04
3/30/2012	Interest deposit (0.05%)	interest	\$	41.32
4/30/2012	Interest deposit (0.05%)	interest	\$	42.46
5/24/2012	Wire xfer City of La Porte	city TIRZ payment	\$	591,728.53
5/24/2012	Wire xfer City of La Porte	city TIRZ payment	\$	483,366.12
5/31/2012	Interest deposit (0.05%)	interest	\$	54.15
6/25/2012	Wire xfer City of La Porte	county TIRZ payment	\$	215,582.00
6/29/2012	Interest deposit (0.05%)	interest	\$	83.82
7/31/2012	Interest deposit	interest	\$	100.32
8/31/2012	Interest deposit	interest	\$	92.56
9/28/2012	Interest deposit	interest	\$	45.36
10/31/2012	Interest deposit	interest	\$	53.24
11/30/2012	Interest deposit	interest	\$	48.37
12/31/2012	Interest deposit	interest	\$	49.99
1/31/2013	Interest deposit	interest	\$	49.99
2/28/2013	Interest deposit	interest	\$	38.04
3/29/2013	Interest deposit	interest	\$	34.32
4/30/2013	Interest deposit	interest	\$	31.78
5/20/2013	Wire xfr City of La Porte	city TIRZ payment	\$	461,057.04
5/20/2013	Wire xfr City of La Porte	taxes co	\$	557,872.33
5/31/2013	Interest deposit	interest	\$	46.47
6/24/2013	Wire xfr City of La Porte	Harris County	\$	203,468.00

6/28/2013	Interest deposit	Interest	\$	67.32
7/31/2013	Interest deposit	interest	\$	84.30
8/26/2013	Beazer Homes deposit	annexation	\$	25,000.00
8/30/2013	Interest deposit	interest	\$	37.96
9/30/2013	Interest deposit	interest	\$	39.64
10/31/2013	Interest deposit	interest	\$	39.29
11/29/2013	Interest deposit	interest	\$	36.75
12/31/2013	Interest deposit	interest	\$	40.56
1/31/2014	Interest deposit	Interest (0.05%)	\$	39.26
2/28/2014	Interest deposit	interest	\$	34.88
3/31/2014	Interest deposit	interest	\$	37.87
4/30/2014	Interest deposit	interest	\$	36.65
5/31/2014	Interest deposit	interest	\$	36.65
6/4/2014	Wire xfr City of La Porte	Harris County 2013	\$	295,350.00
6/16/2014	Wire xfr City of La Porte	2013 tax	\$	607,293.55
6/16/2014	Wire xfr City of La Porte	Taxes co	\$	795,626.84
6/30/2014	Interest deposit	interest	\$	68.76
7/31/2014	Interest deposit	interest	\$	78.41
8/29/2014	Interest deposit	interest	\$	32.65
9/30/2014	Interest deposit	interest	\$	29.03
10/31/2014	Interest deposit	interest	\$	28.12
11/28/2014	Interest deposit	interest	\$	25.40
12/31/2014	Interest deposit	interest	\$	29.68
1/30/2015	Interest deposit	interest	\$	25.41
2/27/2015	Interest deposit	interest	\$	15.11
3/31/2015	Interest deposit	interest	\$	17.25
4/30/2015	Interest deposit	interest	\$	16.18
5/29/2015	Interest deposit	interest	\$	15.64
6/23/2015	Wire xfr City of La Porte	2014 tax	\$	738,914.64
6/23/2015	Wire xfr City of La Porte	2014 tax	\$	830,435.71
6/30/2015	Interest deposit	interest	\$	34.45
7/7/2015	Wire xfr Harris County	2014 tax	\$	279,344.00
7/31/2015	Interest deposit	Interest	\$	92.93
8/31/2015	Interest deposit	interest	\$	28.65
9/30/2015	Interest deposit	interest	\$	22.38
10/30/2015	Interest deposit	interest	\$	22.34

11/30/2015	Interest deposit		interest	\$	23.07
12/31/2015	Interest deposit		interest	\$	23.07
1/25/2016	Interest deposit		interest	\$	17.86
1/29/2016	Interest deposit		interest	\$	3.28
2/29/2016	Interest deposit		interest	\$	11.78
3/31/2016	Interest deposit		interest	\$	11.78
4/29/2016	Interest deposit		interest	\$	11.02
5/31/2016	Interest deposit		interest	\$	12.17
6/15/2016	Wire xfr, City of La Porte, OBI 2015 Tax 1311301755		increment deposit	\$	837,561.81
6/15/2016	Wire xfr, City of La Porte, OBI 2015 Tax 1311301757		increment deposit	\$	991,294.29
6/21/2016	Wire xfr, City of La Porte, OBI Harris C 1311201339		increment deposit	\$	388,137.00
6/30/2016	Interest deposit		interest	\$	56.42
7/29/2016	Interest deposit		interest	\$	98.68
8/31/2016	interest deposit		interest	\$	104.83
9/30/2016	Interest deposit		interest	\$	22.66
10/31/2016	Interest deposit		interest	\$	23.13
11/20/2016	Interest deposit		interest	\$	22.38
12/30/2016	Interest deposit		interest	\$	22.38
1/31/2017	Interest deposit		interest	\$	23.87
2/28/2017	Interest deposit		interest	\$	20.46
3/31/2017	Interest deposit		interest	\$	22.35
4/30/2017	Interest deposit		interest	\$	20.19
5/31/2017	Wire xfr, City of La Porte, OBI Harris County		increment deposit	\$	493,309.00
5/31/2017	Interest deposit		interest	\$	24.47
6/30/2017	Interest deposit		interest	\$	41.91
7/31/2017	Interest deposit		interest	\$	43.30
8/9/2017	Wire xfr, City of La Porte, OBI 2016 taxes		increment deposit	\$	991,993.67
8/14/2017	Wire xfr, City of La Porte, OBI 2016 taxes		increment deposit	\$	1,218,790.58
8/31/2017	Interest deposit		interest	\$	104.48
9/29/2017	Interest deposit		interest	\$	125.90
10/31/2017	Interest deposit		interest	\$	138.48
11/30/2017	Interest deposit		interest	\$	129.83
12/31/2017	Interest deposit		interest	\$	70.02
1/31/2018	Interest deposit		interest	\$	38.85
2/28/2018	Interest deposit		interest	\$	32.43
3/30/2018	Interest deposit		interest	\$	34.68

8/27/2010	#126 Hawes Hill Calderon LLP	Inv 3642, 3666	\$	5,640.07
4/27/2011	#127 Hawes Hill Calderon LLP	Inv 3766-3874	\$	17,686.39
8/22/2011	#128 Port Crossing Land LP	developer reimbursement	\$	1,205,754.00
8/18/2011	#129 Hawes Hill Calderon LLP	Inv 3936, 3937, 3938, 3954	\$	9,763.04
2/6/2012	#130 Hawes Hill Calderon LLP	Inv 4064	\$	13,685.83
4/9/2012	#131 McCall Gibson Swedlund Barfoot PLLC	interim billing - audit	\$	4,000.00
4/9/2012	#132 Hawes Hill Calderon LLP	Inv 4105	\$	3,926.83
8/23/2012	#133 Hawes Hill Calderon LLP	Inv 4139, 4170, 4214, 426	\$	9,835.85
8/29/2012	#134 Port Crossing Land LP	developer reimbursement	\$	1,095,875.46
9/26/2012	#135 McCall Gibson Swedlund Barfoot PLLC	2011 audit, final bill	\$	2,400.00
9/27/2012	#136 Hawes Hill Calderon LLP	Inv 4241	\$	3,550.70
2/22/2013	#137 McCall Gibson Swedlund Barfoot PLLC	2012 audit interim bill	\$	4,500.00
2/8/2013	#138 Hawes Hill Calderon LLP	inv43014333	\$	11,537.90
2/12/2013	#139 Harris County Treasurer	Inv AH002859	\$	166,594.19
2/13/2013	#140 City of La Porte	trunkline project	\$	130,500.00
4/4/2013	#141 City of La Porte	TIRZ admin fee 2013	\$	160,767.62
3/28/2013	#142 Hawes Hill Calderon LLP	Inv. 43014375	\$	3,606.75
7/24/2013	#143 City of La Porte	TIRZ admin fee	\$	53,577.57
7/29/2013	#144 Hawes Hill Calderon LLP	Inv 4446, 4447, 4448, 4470	\$	9,771.19
7/30/2013	#145 Port Crossing Land LP	developer reimbursement	\$	934,355.68
8/27/2013	#146 McCall Gibson Swedlund Barfoot, PLLC	2012 EOY audit -- final	\$	2,500.00
8/22/2013	#147 Hawes Hill Calderon LLP	Inv 43014490 and 43914485	\$	11,064.00
9/23/2013	#148 Hawes Hill Calderon LLP	Inv 4514, 4517	\$	11,126.68
1/22/2014	#149 Hawes Hill Calderon LLP	Inv 4539, 4604, 4605, 4606	\$	10,140.03
2/24/2014	#150 McCall Gibson Swedlund Barfoot, PLLC	audit, AUP	\$	9,750.00
2/21/2014	#151 Hawes Hill Calderon LLP	Inv 43014626, 43014630	\$	13,636.00
6/18/2014	#152 Andrews Kurth	Inv 10642473	\$	2,545.00
6/19/2014	#153 McCall Gibson Swedlund Barfoot PLLC	AUP	\$	3,000.00
6/13/2014	#154 Hawes Hill Calderon LLP	Inv 4694, 4695, 4718, 4719	\$	9,610.08
6/16/2014	#155 Malladi S. Reddy	construction adv w/int	\$	232,500.00
6/18/2014	#157 Harris County	Sylvan Beach project	\$	130,500.00
6/11/2014	#158 VOID	void	\$	-
6/23/2014	#159 City of La Porte	trunkline project	\$	130,500.00
7/1/2014	#156 Port Crossing Land LP	construction adv w/int	\$	232,500.00
7/31/2014	#161 Retreat at Bay Forest	AUP - reimbursement	\$	50,000.00
7/24/2014	#163 Hawes Hill Calderon LLP	Inv 43014745	\$	3,611.61

4/30/2018	Interest deposit	Interest	\$	35.84
5/31/2018	Interest deposit	Interest	\$	35.84
6/29/2018	Interest deposit	Interest	\$	56.43
6/21/2018	Wire xfr, City of La Porte, OBI Harris C	Increment deposit	\$	761,250.00
6/21/2018	Wire xfr, City of La Porte, OBI 2017 tax	Increment deposit	\$	1,096,106.61
7/30/2018	Wire xfr, City of La Porte, OBI 2017 tax	Increment deposit	\$	1,233,630.12
7/30/2018	Interest deposit	Interest	\$	120.18
8/31/2018	Interest deposit	Interest	\$	163.98
9/28/2018	Interest deposit	Interest	\$	148.11
10/31/2018	Interest deposit	Interest	\$	174.57
11/30/2018	Interest deposit	Interest	\$	99.81
12/31/2018	Interest deposit	Interest	\$	55.31
1/31/2019	Interest deposit	Interest	\$	54.66
2/28/2019	Interest deposit	Interest	\$	49.37
3/29/2019	Interest deposit	Interest	\$	51.13
4/30/2019	Interest deposit	Interest	\$	56.43
5/14/2019	Wire xfr, City of La Porte, 1310101227	Increment deposit	\$	1,417,801.07
5/31/2019	Interest deposit	Interest	\$	89.38
6/19/2019	Wire xfr, City of La Porte, 1309301018	Increment deposit	\$	2,015,477.28
6/28/2019	Interest deposit	Interest	\$	127.91
7/25/2019	Wire xfr, City of La Porte, 1309001213	Increment deposit	\$	694,972.00
7/31/2019	Interest deposit	Interest	\$	215.99
	Total, Revenues		\$	21,716,524.07
			\$	21,716,524.07
Cleared				
Bank	Expenses			
	<i>Checks paid:</i>			
11/23/2009	#117 Port Crossing LP	developer reimbursement	\$	165,769.15
11/19/2009	#118 Hawes Hill Calderon LLP	Inv 3385, 3400, 3422	\$	7,937.24
2/25/2010	#120 Hawes Hill Calderon LLP	Inv 3514, 3466, 3515	\$	7,552.62
3/31/2010	#119 Patillo Brown & Hill LLP	Interim billing, audit	\$	3,000.00
6/30/2010	#121 VOID CHECK	error in account posting	\$	-
7/8/2010	#122 Pattillo, Brown & Hill LLP	audit final invoice	\$	150.00
7/1/2010	#123 Hawes Hill Calderon LLP	Inv 3523, 3585, 3586, 3614	\$	10,072.29
7/7/2010	#124 Port Crossing	developer reimbursement	\$	1,033,512.91
8/5/2010	#125 City of La Porte	meeting expenses	\$	266.67

8/5/2014	#160 Port Crossing Crossing Land LP	AUP - reimbursement	\$	1,075,874.56
8/5/2014	#162 City of La Porte	TRZ admin fee	\$	53,511.96
8/29/2014	#164 Hawes Hill Calderon LLP	Inv 43014778	\$	3,915.71
12/10/2014	#165	VOID	\$	-
12/12/2014	#166 Hawes Hill Calderon LLP	TRZ admin fee	\$	9,647.18
1/23/2015	#168 Hawes Hill Calderon LLP	Inv 4918	\$	3,650.80
1/27/2015	#169 Harris County Treasurer	Inv AH002859 (Sylvan Beach)	\$	250,000.00
2/2/2015	#167 McCall Gibson Swedlund Barfoot PLLC	end of year audit	\$	5,500.00
8/3/2015	#170 Port Crossing Land, LP	developer reimbursement	\$	1,147,826.00
8/17/2015	#171 Retreat at Bay Forest	developer reimbursement	\$	17,974.78
8/3/2015	#172 City of La Porte	trunkline reimbursement	\$	250,000.00
8/5/2015	#173 Harris County	Sylvan Beach AHY002859	\$	183,199.22
8/3/2015	#174 City of La Porte	Administrative fee Inv 16118	\$	81,074.71
8/7/2015	#175 McCall Gibson Swedlund Barfoot PLLC	Audit, final invoice	\$	2,000.00
8/3/2015	#176 McCall Gibson Swedlund Barfoot PLLC	Agreed-upon procedures	\$	2,000.00
8/3/2015	#177 Hawes Hill Calderon LLP	Inv 4942-5104	\$	13,811.38
10/6/2015	#178 Harris County Treasurer	Inv AH002859	\$	1,368.96
1/29/2016	#0101 City of La Porte	loan repayment	\$	250,000.00
1/26/2016	#0102 McCall Gibson Swedlund Barfoot PLLC	audit	\$	5,500.00
1/22/2016	#0103 Hawes Hill Calderon LLP	professional consulting	\$	10,385.94
6/8/2016	#0106 McCall Gibson Swedlund Barfoot PLLC	audit	\$	2,500.00
6/3/2016	#0107 Hawes Hill Calderon LLP	professional consulting	\$	8,113.26
8/26/2016	#0108 City of La Porte	administration fee	\$	96,648.50
8/25/2016	#0109 Hawes Hill Calderon LLP	professional consulting	\$	6,114.39
	#0110 VOID	void check	\$	-
8/26/2016	#0111 City of La Porte	trunkline payment	\$	311,858.45
8/30/2016	#0112 Liberty Property Ltd Partnership	developer reimbursement	\$	1,454,627.70
8/31/2016	#0113 Retreat at Bay Forest	developer reimbursement	\$	46,635.50
9/9/2016	#0114 Beazer Homes	developer reimbursement	\$	17,940.04
9/12/2016	#0115 Senior Associates	developer reimbursement	\$	5,767.87
2/16/2017	#0116 McCall Gibson Swedlund Barfoot PLLC	audit	\$	6,000.00
2/10/2017	#0117 Hawes Hill Calderon LLP	INV 5455-5568	\$	12,335.83
8/24/2017	#0120 Hawes Hill & Associates LLP	INV 5614-5740	\$	\$12,056.19
9/1/2017	#0119 McCall Gibson Swedlund Barfoot PLLC	audit + AUP	\$	\$9,950.00
9/8/2017	#0118 City of La Porte	administration fee	\$	49,599.68
11/30/2017	#0123 Hawes Hill & Associates	Inv 5251, 5770, 5258	\$	6,282.19

12/5/2017	#0121 Andrews Kurth	legal services	\$	2,677.50
12/1/2017	#0122 McCall Gibson Swedlund Barfoot PLLC	supplemental work, AUP	\$	2,250.00
12/7/2017	#0124 Retreat at Bay Forest LP	developer reimbursement	\$	21,997.31
12/5/2017	#0125 Beazer Homes Texas LP	developer reimbursement	\$	45,443.07
12/7/2017	#0126 Liberty Property Limited Partnership	developer reimbursement	\$	1,325,582.45
12/21/2017	#0127 La Porte ISD	reimbursement	\$	895,879.00
2/9/2018	#0128 Andrews Kurth	legal services	\$	4,712.40
2/2/2018	#0129 McCall Gibson Swedlund Barfoot PLLC	audit interim payment	\$	6,000.00
2/2/2018	#0130 Hawes Hill & Associates	inv 43015298, 43015321	\$	4,773.30
7/17/2018	#0131 City of La Porte	admin fee	\$	54,805.33
7/13/2018	#0132 McCall Gibson Swedlund Barfoot PLLC	audit + AUP	\$	6,700.00
7/13/2018	#0133 Hawes Hill & Associates	inv 5346 - 5468	\$	12,302.86
11/9/2018	#0134 Hawes Hill & Associates	inv 43015837, 5825, 5797, 5526	\$	8,262.11
11/14/2018	#0135 McCall Gibson Swedlund Barfoot PLLC	audit invoice	\$	6,000.00
11/9/2018	#0136 Retreat at Bay Forest LP	AUP developer reimbursement	\$	29,662.30
11/13/2018	#0139 Liberty Property Limited Partnership	AUP developer reimbursement	\$	1,957,711.28
11/16/2018	#0140 La Porte ISD	refund	\$	454,521.00
12/5/2018	#0137 Beazer Homes Texas LP	AUP developer reimbursement	\$	118,814.44
5/30/2019	# 0143 McCall Gibson Swedlund Barfoot PLLC	audit balance due	\$	2,700.00
5/31/2019	# 0144 Hunton Andrews Kurth	legal services - dev agmt prep	\$	4,316.00
5/31/2019	#0145 City of La Porte	administration fee	\$	70,890.05
5/24/2019	#0146 Hawes Hill & Associates LLP	prof. consulting & admin fee	\$	12,319.46

Total, Checks cleared

\$ (16,390,564.01)

Bank fees:

6/18/2010	Wire transfer	service fee	\$	8.00
6/22/2010	Wire transfer	service fee	\$	8.00
6/22/2010	Wire transfer	service fee	\$	8.00
10/20/2010	Wire transfer	service fee	\$	8.00
6/16/2011	Wire transfer	service fee	\$	10.00
6/16/2011	Wire transfer	service fee	\$	10.00
7/25/2011	Wire transfer	service fee	\$	10.00
10/24/2013	VOID Audit Fee	service fee	\$	35.00
6/15/2016	Wire transfer	service fee	\$	13.00
6/15/2016	Wire transfer	service fee	\$	13.00

6/21/2016	Wire transfer	service fee	\$	13.00	
5/31/2017	Wire transfer	service fee	\$	13.00	
8/9/2017	Wire transfer	service fee	\$	13.00	
8/14/2017	Wire transfer	service fee	\$	13.00	
6/21/2018	Wire transfer	service fee	\$	14.00	
6/21/2018	Wire transfer	service fee	\$	14.00	
7/30/2018	Wire transfer	service fee	\$	14.00	
5/14/2019	Wire transfer	service fee	\$	14.00	
6/19/2019	Wire transfer	service fee	\$	14.00	
7/25/2019	Wire transfer	service fee	\$	14.00	
	Total, Bank fees		\$	(259.00)	
	Total, Checks outstanding		\$	-	\$
	None				
	Checks submitted for approval				
8/21/2019	#147 Hunton Andrews Kurth	legal services	\$	1,960.00	
8/21/2019	#148 Hawes Hill & Associates LLP	Inv 43016034, 6055, 6085	\$	6,256.88	
8/21/2019	#148 Retreat at Bay Forest LP	AUP developer reimbursement	\$	27,745.44	
8/21/2019	#150 Beazer Homes Texas LP	AUP developer reimbursement	\$	113,552.89	
8/21/2019	#151 Senior Associates	AUP developer reimbursement	\$	8,876.63	
8/21/2019	#152 Liberty Property Limited Partnership	AUP developer reimbursement	\$	1,847,293.69	
	Total, Checks submitted		\$	(2,005,685.53)	
	Total expenses				\$ (18,396,508.54)
	Fund balance, Operating Account as of 10/30/2018				\$ 3,320,015.53

HUNTON ANDREWS KURTH

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

TEL 713 • 220 • 4200

EIN 54-0572269

INVOICE SUMMARY-REMITTANCE PAGE

LAPORTE, TX, CITY OF
ATTN: John Joems
Hawes Hill LLP
P.O. Box 22167
Houston, TX 77227

FILE NUMBER: 011782.0153271
INVOICE NUMBER: 131754767
DATE: 06/28/2019

CLIENT NAME: LAPORTE, TX, CITY OF
BILLING ATTORNEY: MARK B ARNOLD

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending May 31, 2019 per the attached itemization:

CURRENT INVOICE SUMMARY:

RE: (Hunton # 011782.0153271) uADDITIONAL SERVICES

Current Fees:	\$ 1,960.00
Current Charges:	0.00
CURRENT INVOICE AMOUNT DUE:	\$ 1,960.00

PAYMENT TERMS: Due Upon Receipt

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

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

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

To Pay by Wire Transfer or ACH:
Bank: SunTrust Bank, Richmond, VA
Account Name: Hunton Andrews Kurth LLP Operating
Account Number: 001458094
ABA Transit: 061000104
Swift Code (International): SNTRUS3A
Information with Wire: File: 011782.0153271, Inv: 131754767, Date: 06/28/2019

2019 REVENUE/EXPENSE SUMMARY - OPERATING ACCOUNT

Ending Fund Balance, April 30, 2019

\$ 1,287,284.94

Revenues

Transfer from City of La Porte, 5/14/2019	\$ 1,417,801.07		
Interest deposit, 5/31/2019	\$ 89.38		
Transfer from City of La Porte, 6/19/2019	\$ 2,015,477.28		
Interest deposit, 6/28/2019	\$ 127.91		
Transfer from City of La Porte, 7/25/2019	\$ 694,972.00		
Interest deposit, 7/31/2019	\$ 215.99		
Subtotal, revenues May-June	\$ 4,128,683.63	\$ 4,128,683.63	
Total, Revenues as of July 31, 2019		\$ 5,415,968.57	\$ 5,415,968.57

ExpensesLess: *Checks paid*

143 McCall Gibson Swedlund Barfoot PLLC	\$ 2,700.00		
144 Hunton Andrews Kurth	\$ 4,316.00		
145 City of La Porte	\$ 70,890.05		
146 Hawes Hill & Associates, LLP	\$ 12,319.46		
Less: Wire xfr fees	\$ 42.00		
Total, Expenses as of July 31, 2019	\$ 90,267.51	\$ 90,267.51	
Ending balance, Operating Account as of July 31, 2019			\$ 5,325,701.06

Checks for approval

147 Hunton Andrews Kurth	\$ 1,960.00		
148 Hawes Hill & Associates	\$ 6,256.88		
149 Retreat at Bay Forest LP	\$27,745.44		
150 Beazer Homes Texas LP	\$ 113,552.89		
151 Senior Associates	\$ 8,876.63		
152 Liberty Property Limited Partnership	\$ 1,847,293.69		
Total, Checks for approval	\$ 2,005,685.53	\$ 2,005,685.53	
Fund balance upon approval of checks			\$ 3,320,015.53

Member Securities and Safekeeping Services Joint Custody Receipt by Public Unit

22226 - Laporte Redevelopment Authority
 PO Box 22167
 Houston, TX 772272167

Document Date: 07/26/2019



Acct	Origin	Folio Reference Number	Cash	Description	Interest Rate	Maturity Date	Amount Payable	Settlement Price	Last Update	Market Value	Par Value
4435	Zions Bancorporation, Nat	160223K00058	36179RTM1	GNMA-II ARM PL#MA3256	0.0000	11/20/2045	2,950,000.00	960,435.31	07/25/2019	975,072.35	101,524
4435	Zions Bancorporation, Nat	160406K00001	36179R3D9	GNMA II PL#MA3496	3.0000	03/20/2031	1,100,000.00	563,559.65	07/25/2019	573,776.98	101,813
4435	Zions Bancorporation, Nat	160728K00029	36179RTM1	GNMA-II ARM PL#MA3256	0.0000	11/20/2045	1,550,000.00	504,635.50	07/25/2019	512,326.15	101,524
4435	Zions Bancorporation, Nat	170207K00009	36179SBE3	GNMA II PL#MA3638	2.5000	05/20/2031	1,800,000.00	1,046,799.32	07/25/2019	1,055,990.23	100,878
4435	Zions Bancorporation, Nat	170926K00006	36179SZE0	GNMA II ARM PL#MA4341	0.0000	03/20/2047	100,000.00	53,283.01	07/25/2019	54,226.12	101,770
4435	Zions Bancorporation, Nat	171108K00021	36179TDL6	GNMA II ARM PL#MA4607	0.0000	07/20/2047	80,000.00	45,607.88	07/25/2019	46,199.87	101,298
4435	Zions Bancorporation, Nat	171108K00021	36179TDL6	GNMA II ARM PL#MA4607	0.0000	07/20/2047	105,000.00	59,860.34	07/25/2019	60,637.33	101,298
4435	Zions Bancorporation, Nat	180409K00001	36179SU88	GNMA II ARM PL#MA4207	0.0000	01/20/2047	20,000.00	11,897.51	07/25/2019	11,959.97	100,525
4435	Zions Bancorporation, Nat	181002K00015	36179T2P9	GNMA II ARM PL#MA5282	0.0000	06/20/2048	110,000.00	77,314.33	07/25/2019	78,072.78	100,981
4435	Zions Bancorporation, Nat	181228K00020	36179UEM0	GNMA II ARM PL#MA5540	0.0000	10/20/2048	1,600,000.00	1,497,267.38	07/25/2019	1,532,213.59	102,334
4435	Zions Bancorporation, Nat	181228K00020	36179UEM0	GNMA II ARM PL#MA5540	0.0000	10/20/2048	1,100,000.00	1,029,371.32	07/25/2019	1,053,396.85	102,334
* Member		Totals: # of Securities:		11	Amount Totals:		10,515,000.00	5,850,031.54		5,953,872.22	
** Agency		Totals: # of Securities:		11	Amount Totals:		10,515,000.00	5,850,031.54		5,953,872.22	

Market Values are provided as a courtesy. The Federal Home Loan Bank does not warrant the accuracy of the market value(s).

HUNTON ANDREWS KURTH

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

TEL 713 • 220 • 4200

EIN 54-0572269

INVOICE DETAIL

LAPORTE, TX, CITY OF
ATTN: John Joems
Hawes Hill LLP
P.O. Box 22167
Houston, TX 77227

FILE NUMBER: 011782.0153271
INVOICE NUMBER: 131754767
DATE: 06/28/2019

CLIENT NAME: LAPORTE, TX, CITY OF

BILLING ATTORNEY: MARK B ARNOLD

RE: (Hunton # 011782.0153271) uADDITIONAL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH MAY 31, 2019:

DATE	TIMEKEEPER	DESCRIPTION	HOURS
05/03/2019	C HUDSON	Review form of Development Agreement and begin Drafting Development Agreement to be used in connection with the Hawthorne at Bay Forest multi-family residential complex.	0.90
05/06/2019	C HUDSON	Finish drafting and revising Development Agreement to be used in connection with the Hawthorne at Bay Forest project.	2.50
05/09/2019	M B ARNOLD	Revise draft Development Agreement.	0.50
05/09/2019	C HUDSON	Revise Development Agreement and send to client for review and approval.	0.20
05/10/2019	C HUDSON	Revise Development Agreement and send to client for review and approval (Hawthorne at Bay Forest).	0.40
TOTAL HOURS			4.50

TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	VALUE
M B ARNOLD	Partner	0.50	440.00
C HUDSON	Associate	4.00	1,520.00
TOTAL FEES (\$)			1,960.00

INVOICE SUMMARY:

Current Fees:	\$ 1,960.00
Current Charges:	0.00
CURRENT INVOICE AMOUNT DUE:	\$ 1,960.00

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HUNTON ANDREWS KURTH LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
951 E. Byrd Street, Riverfront Plaza East Tower

6 City, state, and ZIP code
Richmond, VA 23219

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
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or

Employer identification number

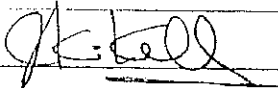
5	4	-	0	5	7	2	2	6	9
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1/7/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

STATEMENT

La Porte Redevelopment Authority

DATE
8/8/2019

AMOUNT REMITTED

\$

Page 1

DATE	INVOICE NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
6/4/2019	43016034	Invoice #43016034 Due: 6/4/2019 * * Sale; La Porte Redevelopment Authority * Professional consulting and administration fee, May 2019 \$2,000.00 * GIS/mapping, P. Horton, May 2019 \$37.50 * In-house postage, photocopies, binding, etc., May 2019 \$164.10	\$2,201.60		\$2,201.60
7/2/2019	43016055	Invoice #43016055 Due: 7/2/2019 * * Sale; La Porte Redevelopment Authority * Professional consulting and administration fee, June 2019 \$2,000.00 * In-house postage, photocopies, binding, etc., June 2019 \$11.20	\$2,011.20		\$2,011.20
8/8/2019	43016085	Invoice #43016085 Due: 8/8/2019 * Sale; La Porte Redevelopment Authority * Professional consulting and administration fee, July 2019 \$2,000.00 * Reimbursable mileage, parking, tolls, related expenses, D. Hawes, Mar - June 2019 \$44.08	\$2,044.08		\$2,044.08

Please remit to: HAWES HILL & Associates, LLP, P.O. Box 22167, Houston TX 77227-2167

8/8/2019	Finance Charge		\$0.00	\$0.00
CURRENT	30 DAYS	90 DAYS	90+ DAYS	AMOUNT DUE
\$2,044.08	\$0.00	\$4,212.80	\$0.00	\$6,256.88

HAWES HILL & ASSOCIATES
LLP



6/4/2019

Invoice #: 43016034

Bill To:

La Porte Redevelopment Authority

Balance Due: \$2,201.60

DESCRIPTION	Amount
Professional consulting and administration fee, May 2019	\$2,000.00
GIS/mapping, P. Horton, May 2019	\$37.50
In-house postage, photocopies, binding, etc., May 2019	\$164.10

Terms:

C.O.D.

Total

\$2,201.60

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

713-595-1200 FEIN 76-0565638

LA PORTE RDA/TIRZ #1

In-house Postage, Photocopies, Binding, etc.

Postage

Date	Amount
5/8/2019	\$ 1.00
Total	\$ 1.00

Photocopies @ \$0.15

Date	Pages	Amount
5/20/2019	994	\$ 149.10
Total		\$ 149.10

Color Photocopies @ \$0.50

	\$ -
	\$ -
Total	\$ -

Binding sets @ \$1.00

Date	Sets	Amount
5/20/2019	1/14/1900	\$ 14.00
Total		\$ 14.00

Total, all Items

Postage	\$ 1.00
Photocopies	\$ 149.10
Color Photocopies	\$ -
Binding sets	\$ 14.00
	\$ 164.10

**TIRZ - NO. 1, LA PORTE
 HAWES HILL AND ASSOCIATES LLP
 PATRICK HORTON (GIS/MAPPING)**

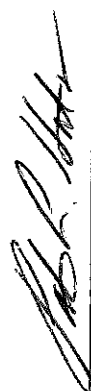
EXPENSE DETAIL (TIRZ - NO. 1, LA PORTE)

DATE	CLIENT	DESCRIPTION	PAPER + INK			
			LABOR	COPIES	RESRCE. COST	
5/21/2019	D. Hawes	Map of real Property along SH 146 near M St. with Property Classification, Acreage and Aerial View	0.250	0	0.00	\$0.00
TOTAL			0.2500	0.000	0.25	0.00

Rate: \$150/hr \$37.50

P&L \$37.50

I certify that the above is true and correct to the best of my knowledge.


 Patrick L. Horton

5/19/2019
 Date

HAWES HILL & ASSOCIATES
LLP



7/2/2019

Invoice #: 43016055

Bill To:

La Porte Redevelopment Authority

Balance Due: \$2,011.20

DESCRIPTION	Amount
Professional consulting and administratoin fee, June 2019	\$2,000.00
In-house posage, photocopies, binding, etc., June 2019	\$11.20

Terms:

C.O.D.

Total

\$2,011.20

Hawes Hill & Associates, LLP, P.O. Box 22167, Houston TX 77227-2167
713-595-1200 FEIN 76-0565638

LA PORTE RDA/TIRZ #1

In-house Postage, Photocopies, Binding, etc.

Postage

Date	Amount
6/3/2019	\$ 1.90
<hr/>	
Total	\$ 1.90

Photocopies @ \$0.15

Date	Pages	Amount
6/6/2019	62	\$ 9.30
<hr/>		
Total		\$ 9.30

Color Photocopies @ \$0.50

	\$ -
	\$ -
<hr/>	
Total	\$ -

Binding sets @ \$1.00

Date	Sets	Amount
		\$ -
<hr/>		
Total		\$ -

Total, all Items

Postage	\$ 1.90
Photocopies	\$ 9.30
Color Photocopies	\$ -
Binding sets	\$ -
<hr/>	
	\$ 11.20

HAWES HILL & ASSOCIATES
LLP



8/8/2019

Invoice #: 43016085

Bill To:

La Porte Redevelopment Authority

Balance Due: \$2,044.08

DESCRIPTION	Amount
Professional consulting and administration fee, July 2019	\$2,000.00
Reimbursable mileage, parking, tolls, related expenses, D. Hawes, Mar - June 2019	\$44.08

Terms:

C.O.D.

Total

\$2,044.08

Hawes Hill & Associates, LLP, P.O. Box 22167, Houston TX 77227-2167
713-595-1200 FEIN 76-0565638



Jwes Hill & Associates, LLP Expense Report

Name **David Hawes**

Total Reimbursement Due \$ **44.08**

Client **LA PORTE TIRZ01**

Period **March 7 - June 2, 2019**

Date	Description of Expense	Airfare	Ground Transportation (Gas, Rental Car, Taxi)	Miles	Mileage Rate	Mileage Reimbursement	Miscellaneous	Total
05/22/19	Travel to/from Board Meeting			76	\$ 0.580	\$44.08		\$44.08
						\$0.00		\$0.00
						\$0.00		\$0.00
						\$0.00		\$0.00
						\$0.00		\$0.00
						\$0.00		\$0.00
						\$0.00		\$0.00
						\$0.00		\$0.00
Total		\$0.00	\$0.00	76		\$44.08	\$0.00	\$44.08

Susan Hill

From: Naina Magon
Sent: Thursday, August 15, 2019 2:19 PM
To: shill@haweshill.com
Cc: David Hawes
Subject: Payments to Developers La Porte

Susan – we will need the following checks for the Board Meeting on Wednesday, August 21st.

Payments to Developers

Retreat at Bay Forest LP	\$(27,745.44)	City Only
Beazer Homes Texas LP	\$(113,552.89)	City Only
Senior Associates	\$(8,876.63)	City Only
Liberty Property Limited Partnership	<u>\$(1,847,293.69)</u>	Includes City & County Payments
Total Developer Payments	\$(1,997,468.66)	

Naina Magon, AICP
Hawes Hill & Associates, LLP
9610 Long Point, Suite 150
Houston, Texas 77055
Office: 713.595.1274
nmagon@haweshill.com

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

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

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

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

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

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