

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT McCAULLEY
Councilperson At Large B
MANDI WILLIAMS
Councilperson District 1



CHUCK ENGELKEN
Mayor Pro Tem
Councilperson District 2
BILL BENTLEY
Councilperson District 3
RICK HELTON
Councilperson District 4
JAY MARTIN
Councilperson District 5
ROBBIE McLARRIN
Councilperson District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a regular meeting of the La Porte City Council to be held June 26, 2023, beginning at 6:00 pm in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas,, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available, also. Attend via a screen using this link:

<https://us02web.zoom.us/j/84695938493?pwd=RkVpem5QUzF6NTFCTzYrZGZEL2xVZz09>.

Join by phone at 888-475-4499 or 877-853-5257. The meeting ID is 846 9593 8493 and the passcode is 895925.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Dr. Dee Spears, Fairmont Park Church.
PLEDGES – Will be led by Councilperson Robbie McLarrin.
U.S. Flag
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
 - (a) Proclamation recognizing July as Parks and Recreation Month. [Mayor Louis R. Rigby]
 - (b) Receive Annual Report from Houston Port Region Economic Alliance. [Matt Daeumer, Assistant City Manager]
4. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
5. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
 - (a) Approve the minutes of the June 12, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]
 - (b) Approve the appointment of Champ Dunham to an open position on the La Porte Fire Control, Prevention, & Emergency Medical Services District Board of Directors. [Louis R. Rigby, Mayor]
 - (c) Adopt Resolution 2023-07 authorizing the submission of an application to the Texas Water Development Board for supplemental funding in the amount of \$13,840,000.00 for the Lomax Lift Station Consolidation Project. [Ray Mayo, Director of Public Works]
 - (d) Approve an amended community fence grant agreement with Anthony Langston and Suzanne Skie-Azizi for the benefit of Oyster Bay Subdivision in an amount not to exceed \$16,400.00 and authorize the City Manager to execute all agreements associated with the project. [Matt Daeumer, Assistant City Manager]

- (e) Adopt Resolution 2023-06 accepting a bid by Amin Ali to acquire tax resale property described as 1) Lots 1 through 24, inclusively, Block 1132, La Porte, Harris County, Texas, (HCAD Account # 024-199-032-0001); 2) Lots 25 through 28, inclusively, Block 1132, La Porte, Harris County, Texas, (HCAD Account # 024-199-032-0025); 3) Lots 29 through 30, inclusively, Block 1132, La Porte, Harris County, Texas, (HCAD Account # 024-199-032-0029); and 4) Lots 31 through 32, inclusively, Block 1132, La Porte, Harris County, Texas, (HCAD Account # 024-199-032-0031). [Shelley Wolny, Assistant Finance Director]

6. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2023-3941 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Special Conditional Use Permit #23-91000002, to allow for a Miniwarehouse/Self-Storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 Block of W. Fairmont Pkwy., La Porte, Texas, legally described as Tract 713, La Porte Outlots, Harris County, Texas, followed by discussion and possible action to adopt Ordinance 2023-3941 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Special Conditional Use Permit #23-91000002 to allow for a Miniwarehouse/Self-Storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 Block of W. Fairmont Pkwy., La Porte, Texas, legally described as Tract 713, La Porte Outlots, Harris County, Texas. [Teresa Evans, Planning & Development Director]

7. STATUTORY AGENDA

- (a) Presentation, discussion, and possible action to approve utilization of the civil service testing process for the hiring of police cadets in order for the Police Department to reach full staffing. [Doug Ditrich, Chief of Police]
- (b) Presentation, discussion, and possible action to call a special session of the La Porte City Council to be held at Lomax Elementary School, 10615 N Avenue L, La Porte, 77571, at 7 p.m. CT, on Thursday, June 29, 2023, in accordance with the provisions of the La Porte City Council Rules of Procedure Section 3.01(B). [Mayor Rigby and Councilperson Williams]

8. REPORTS

- (a) Receive report of the La Porte Development Corporation Board meeting. [Councilperson Engelken]

9. ADMINISTRATIVE REPORTS

- Fiscal Affairs Committee meeting, July 10, 2023
- City Council meeting, July 10

10. COUNCIL COMMENT *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

11. EXECUTIVE SESSION

- (a) Texas Government Code Sec. 551.071(1)(A)-Pending or Contemplated Litigation. The City Council will meet in closed session with the City Attorney and City Manager to discuss Union Pacific Railroad property development-zoning matter.

12. RECONVENE into open session and consider action, if any, on item(s) discussed in executive session.

13. ADJOURN

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the June 26, 2023, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE

TIME

TAKEN DOWN

Lee Woodward

Lee Woodward, City Secretary



Proclamation

Office of the Mayor

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including in the City of La Porte; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed for active lifestyles and promotes time spent in nature, which positively impacts mental health, increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS park and recreation programming and education activities, such as out of school time programming, youth sports, and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as National Parks and Recreation Month;

NOW, THEREFORE, I, Louis R. Rigby, Mayor, do hereby proclaim the month of July 2023, as

Parks and Recreation Month

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 26th day of June, 2023.

City of La Porte

Louis R. Rigby, Mayor



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2023

Requested By: Matt Daeumer, Asst. City Mgr.

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Economic Alliance Presentation

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

As part of our agreement, the Economic Alliance Houston Port Region is to make an annual presentation to the Economic Development Corporation and City Council. Chad Burke with the Economic Alliance will present an update on their activities in the Port area and La Porte.

STRATEGIC PLAN STRATEGY AND GOAL

Governance - The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

1.1 Build better relationships with our partners.

ACTION REQUIRED BY CITY COUNCIL

No action necessary.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



Economic Alliance Houston Port Region

La Porte Annual Report
June 26, 2023

Presented By:
Chad Burke
President & CEO
Economic Alliance Houston Port Region
chad@allianceportregion.com



MISSION

MARKET AND GROW A VIBRANT REGIONAL ECONOMY



FOOTPRINT

ONE OF THE LARGEST, GROWTH ENGINES of economic opportunity of anywhere in the world – **X's 7!**



SOME OF THE HIGHEST STANDARDS OF LIVING IN THE STATE OF TEXAS AND THE U.S. are afforded by the direct and indirect jobs that the Houston Port region creates:

1.3 MILLION TEXAS JOBS
3.2 MILLION U.S. JOBS



ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT

PROVIDE PROFESSIONAL ASSISTANCE TO COMPANIES to navigate the multiple facets of the expansion process in the Houston Port region.

Economic Alliance Wins
Jobs and Capital Investment by Year



77
PROJECT
WINS




5
PROJECTS
A YEAR

\$17.8B
IN CAPITAL
INVESTMENT

3,000
JOBS
CREATED

ECONOMIC DEVELOPMENT

LOCAL INVESTMENTS, WORLDWIDE IMPACTS - Securing business to invest capital and create jobs.

	JOB RETAINED 200	CAPITAL INVESTMENT \$1B	
	400	\$450M	
	150	\$150M	JOB CREATED 100
2022 PROJECT TOTALS	750	\$1.6B	100

ECONOMIC DEVELOPMENT

ANNOUNCEMENT- Securing business to invest capital and create jobs.

Kao



JOB

60

CAP EX

\$250M

- Tertiary Amine Production Plant - 5010 Underwood
- Former Sunoco site that sat vacant for over 10 years
- Basic ingredients in hair conditioners, dishwashing detergents, disinfectants and other household products

PARTNER & ADVOCATE

kuraray



Kuraray's EVAL Plant on Bay Area Blvd needed to address the **timing of CenterPoint proposed outages for equipment upgrades.**

- Kuraray tried for several weeks to broker a meeting with CPE to discuss alternatives – **no success**
- EA elevated the conversation with contacts at CPE
- **CPE adjusted outage/upgrade dates to synch with Kuraray's scheduled turnaround saving the company in excess of \$1.5M based on the facilitated dialogue**



Container Export Group - Convened **16 companies** that **produce, warehouse, or distribute** polymers, resins and specialty chemical exports.

- All **experiencing delays** at **Port Houston**
- **Surveyed** the group for **issue/congestion confirmation** and development of **solutions**
- **Findings/Solutions to be discussed** with **Port Houston Advisory Council of Executive Shippers (ACES)**

INEOS

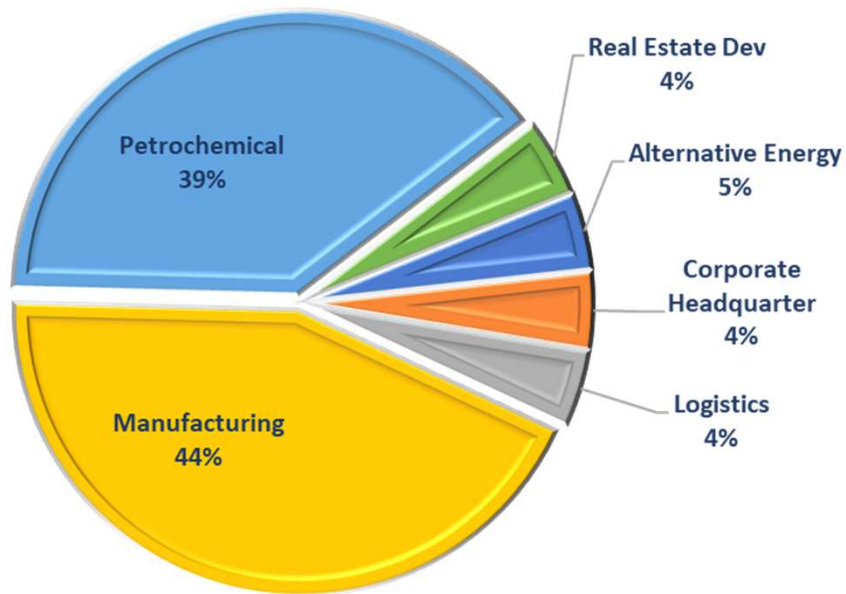
Battleground Manufacturing Complex needed to address the **safety of ingress & egress to their facility on Independence Pkwy**

- EA facilitated a meeting with Harris County traffic engineers
- County agreed to conduct a traffic study
- **Center turning lane is being constructed and the speed limit will drop from 55 to 45**

PROJECT PIPELINE – 2023

Industry Breakdown

Project Pipeline by Industry



Active Projects

- ✓ **23 Projects**
- ✓ **\$6.1B Cap Ex**
- ✓ **3,800 New Jobs**
- ✓ **300 Retained Jobs**
- ✓ **39% Petrochem**
- ✓ **4% Logistics**
- ✓ **44% Manufacturing**
- ✓ **5% Alt Fuels**
- ✓ **4% Corp Hdqtr**
- ✓ **4% Real Estate Dev**

Early stages and evaluating multiple locations across the Houston Port region.



PORT HOUSTON ACTIVITY

#1 Busiest Exporting & Energy Port in the U.S.

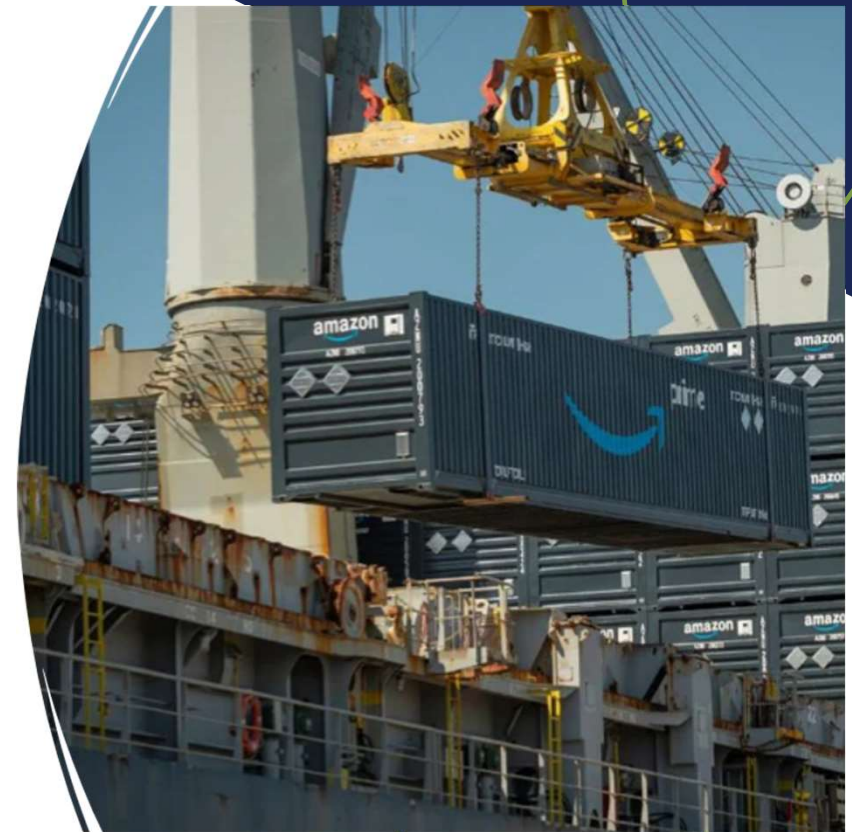


PORT HOUSTON RECORD GROWTH



PORT HOUSTON RECORDED ITS BEST YEAR YET IN 2022:

- Container volume was up 14% in '22). Just short of 4M TEUs at 3.9M
- Nearly double the volume posted six years earlier in 2016 and nearly 500k TEUs more than in 2021.



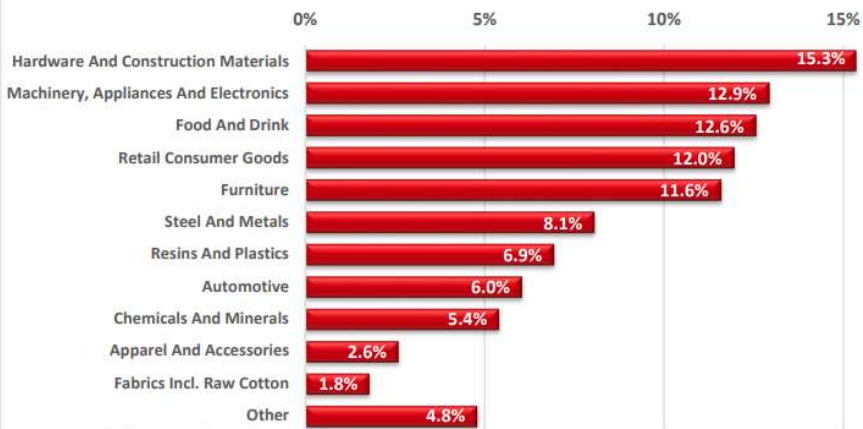
PORT HOUSTON

CONTAINER COMMODITIES – EXPORTS & IMPORTS



PORT HOUSTON
THE INTERNATIONAL PORT OF TEXAS™

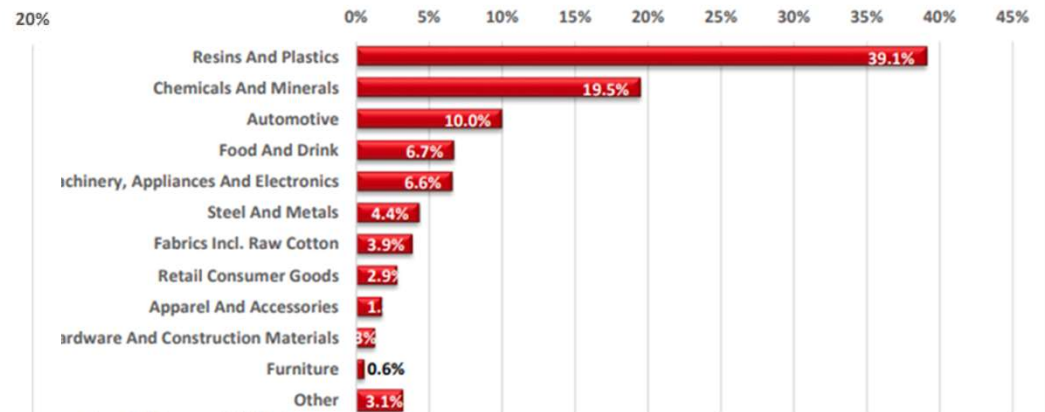
Container Commodities: **Imports** Percent of TEU Total (‘21)



Source: Journal of Commerce/PIERS data
Notes: Totals are estimated, not exact. Commodity categories based on custom Port Houston definitions.

61% are Consumables

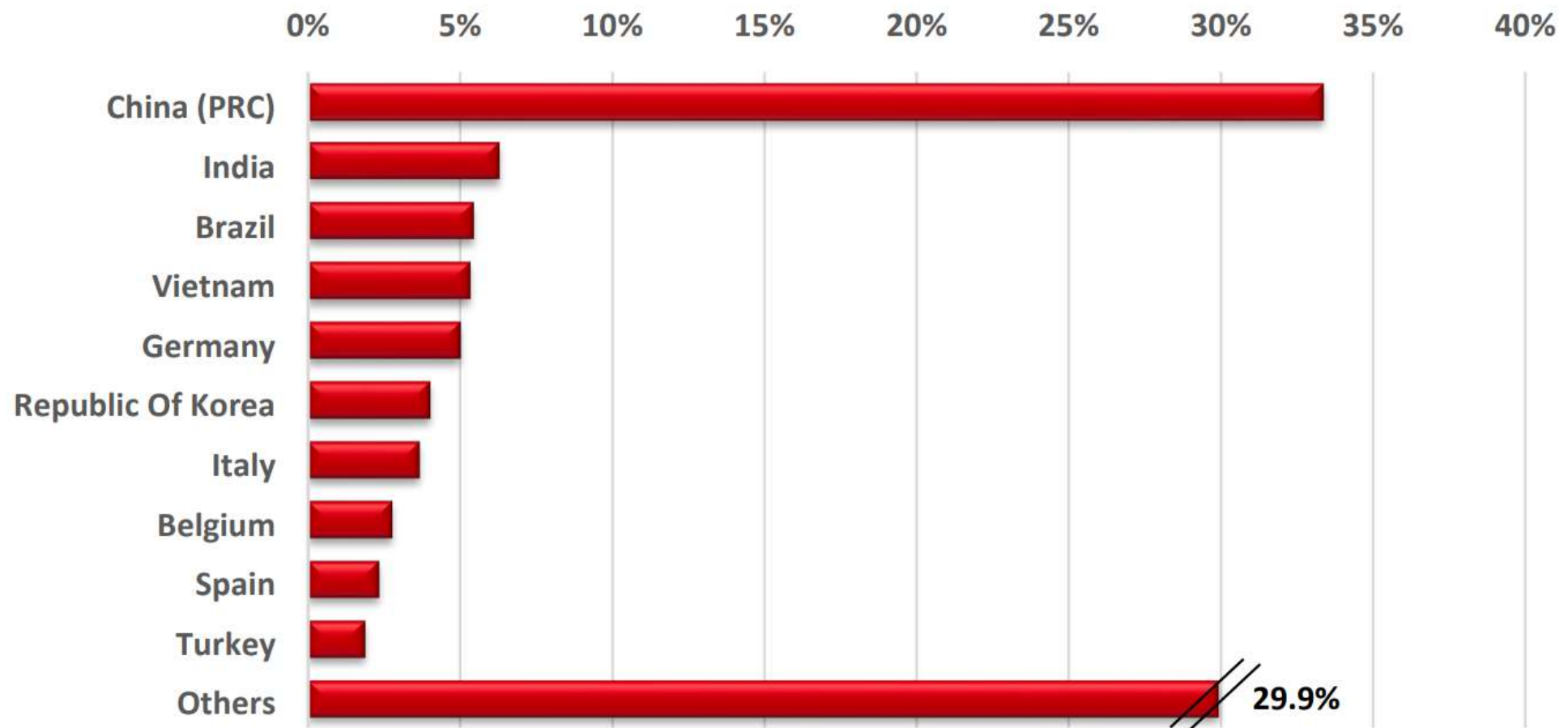
Container Commodities: **Exports** Percent of TEU Total (‘21)



Source: Journal of Commerce/PIERS data
Notes: Totals are estimated, not exact. Commodity categories based on custom Port Houston definitions.

60% Resins & Chemicals

Country Percent of Total Import TEUs based on 2021 Data



Source: Journal of Commerce/ PIERs data

Notes: Totals are estimated, not exact. See details below.



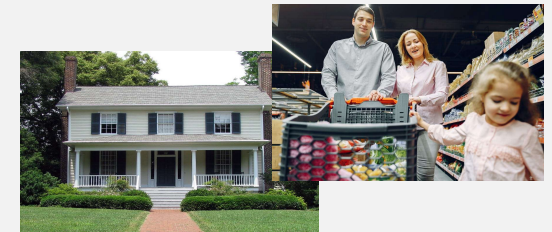
**CHEMICAL
EXPORTS**



**EMPTY
CONTAINERS**



**MANUFACTURING
ENGINE**



**RETAIL
& HOUSING
DEMAND**



PUBLIC POLICY

PUBLIC POLICY

ECONOMIC ALLIANCE LEADERSHIP TEAM – Deliver Federal Policy
White Paper in D.C.

1 Houston Ship
Channel
Infrastructure
Investment and
Widening

2 Community
College Federal
Priorities for
Workforce
Opportunities

3 Support for
Innovation in
PetroChem
Production,
Sustainability
and Advanced
Recycling
Techniques

4 Coastal Barrier-
Hurricane Surge
Protection

March 2023 DC Trip
45 Members Attended
40 Meetings across 2 Days



PUBLIC POLICY

ECONOMIC ALLIANCE LEADERSHIP TEAM – Deliver State Policy White Paper in Austin in 2023

Economic Alliance supports the funding and completion of transportation projects impacting the movement of product and people through the state’s most vital economic corridor.

- Beltway 8 Ship Channel Bridge and State Highway 225 – Funding and completion of all **8 direct connectors**.
- Engineer, fund and complete a **direct connector from State Highway 225 to Barbour’s Cut Blvd.**
- Fund the **San Jacinto River Bridge** replacement, Cedar Bayou Crossing, and Garth Road improvements.
- **Grand Parkway/99** – Southeast Section; segments A, B and C.



THE HOUSTON PORT REGION IS ONE OF THE MOST IMPORTANT INDUSTRIAL AND LOGISTIC BASES IN THE WORLD.

Economic Alliance, representing over 200 private sector companies, Port Houston, 12 cities, Harris County and several educational institutions support policies that create an attractive business climate for business and skilled workers to grow.

Objectives of our 88th legislative session priorities are to highlight the following issues related to the Houston Port region:

- TCEQ SUNSET
- ECONOMIC DEVELOPMENT INCENTIVES
- ELECTRIC RELIABILITY
- WORKFORCE DEVELOPMENT/COLLEGES
- PROPERTY TAX RELIEF
- TRANSPORTATION PROJECTS
- ASSET PROTECTIONS

Economic Alliance asks for your insight and support to advance solutions that strengthen the long-term growth of the most sought-after region in the world for petrochemical, manufacturing, maritime and logistics operations.

HOUSTON PORT REGION LEGISLATIVE PRIORITIES

TCEQ SUNSET

Support environmental policies that are conducive to creating economic opportunity and preserving a sound business environment.

ECONOMIC DEVELOPMENT INCENTIVES

Support the creation of a new school property tax abatement program (Chapter 313) that attracts new investment and ensures our long-term competitiveness.

ELECTRIC RELIABILITY

Support solutions that improves the operational performance of our existing electric generation fleet and provide targeted incentives to attract new generation.

WORKFORCE DEVELOPMENT/COLLEGES

Continued support for the Texas Commission on Community College Finance revised model for funding community colleges.

PROPERTY TAX RELIEF

Support measures to ease the property tax burden and a complete reformation of the industrial and residential property appraisal system.

Maintenance of municipal authority and oppose any measure which jeopardizes the ability to make decisions that impact businesses and quality of life.

TRANSPORTATION PROJECTS

Support the funding and completion of documented transportation projects impacting the state’s most vital economic corridor.

ASSET PROTECTIONS

Support legislation to fund the design and construction of the Coastal Spine Project.



TRANSPORTATION/ INFRASTRUCTURE

TRANSPORTATION/INFRASTRUCTURE

ECONOMIC ALLIANCE CONVENES local/state elected officials, Port Houston, petrochemical association partners and private sector members to **DELIVER TXDOT A PRIORITIZED PROJECT LIST**

Impacting safety, mobility efficiency and environmental concerns related to the SH146/SH225/610/I10 transportation corridor.



Facilitate economic opportunity through the acknowledgment of Port Houston's unprecedented growth that has made it the nation's busiest port.

Enhance the Houston Port region's \$50 billion in manufacturing expansions, Port Houston's \$1B commitment to widen and deepen the Houston ship channel, and state/local investment to construct the \$2B Beltway 8 bridge and expansion of SH146.



TRANSPORTATION/INFRASTRUCTURE

PRIORITY PROJECTS

I-10 East Expansion/San Jacinto River Bridge

I-10 East PEL

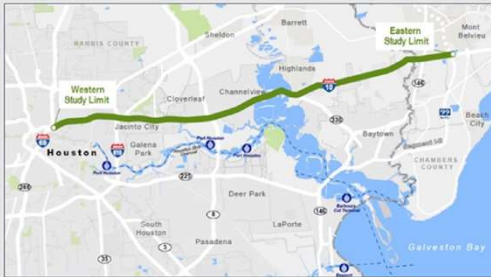


STUDY LIMITS:
I-69 to SH 99

STUDY LENGTH:
30 Miles

COUNTIES:
Harris, Chambers

PLACES:
Baytown
Channelview
Cloverleaf
Highlands
Houston
Jacinto City
Mont Belvieu



I-10 San Jacinto River Bridge



Reconstruct and widen I-10 from Monmouth to Spur 330



SH 225 - 610 PEL Study Expansion

SH 225 - I-610 PEL



Study Schedule



Ongoing Public Involvement

TRANSPORTATION/INFRASTRUCTURE

PRIORITY PROJECTS



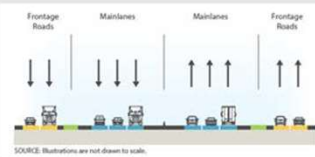
SH 146 Expansion & Widening/Fairmont to Red Bluff

State Highway 146

From Fairmont Parkway to Red Bluff

Widen to 6 main lanes

- Environmentally cleared
- Final design underway/anticipated to let in Fall 2022
- The total cost of this project is approximately \$42 million



Beltway 8 Bridge and Hwy 225 Direct Connectors





WORKFORCE DEVELOPMENT

WORKFORCE DEVELOPMENT

DIRECTLY MARKET CAREER PATHS and **JOB OPPORTUNITIES** to address attrition, skill enhancement, and demand **TO POTENTIAL JOB CANDIDATES**.

- Leverage partnerships with EHCMA and 9 community colleges to recruit and train a qualified workforce
- Filling a key role with industry partners in identifying and prioritizing the high-demand, high-paying careers



WORKFORCE DEVELOPMENT

PREPARING THE NEXT GENERATION WORKFORCE - To close the skilled worker gap and connect economic opportunities in the Houston Port region.

WORKFORCE DEVELOPMENT ACTIVITIES '22

64

CAREER PATH
PRESENTATIONS

72

SCHOOL
DISTRICTS

7,000

INDIVIDUALS/
STUDENTS

14

VOLUNTEERS

from

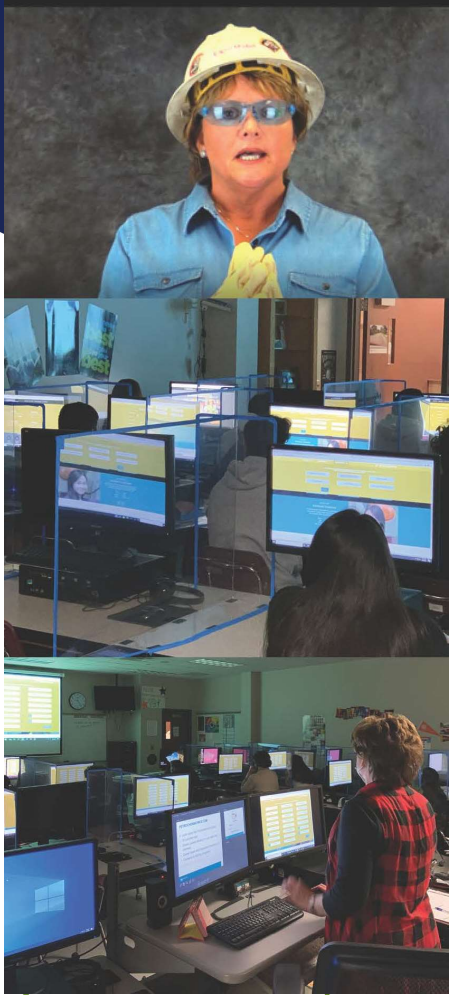
9

COMPANIES

SINCE 2016
PROVIDED SCOPE OF
CAREER PATHS AND JOB
OPPORTUNITIES TO

54,000+

STUDENTS





QUALITY OF LIFE

QUALITY OF LIFE

ECONOMIC ALLIANCE AND SAN JACINTO TEXAS HISTORIC DISTRICT PROVIDE MATCHING FUNDS for Q of L projects.



PROJECTS AND CAPITAL CAMPAIGNS

TOTAL MATCHING FUNDS

\$63K

- 9 projects/capital campaigns. Impacting residents/organizations located in Pasadena, Pearland, Morgan's Point, La Porte, Shoreacres and Precinct 2 at large.

BEAUTIFICATION/COMMUNITY ENHANCEMENT PROJECTS

\$38K

- Pasadena Mini-Murals on Signal Boxes
- Restoration of the Pearland Depot
- City of Morgan's Point Storage Tank Rehab/Logo
- La Porte Gold Star Families Memorial Monument
- Texas Memorial Illumination at San Jacinto Monument
- Shoreacres Gateway Flag Pole

CAPITAL CAMPAIGNS/COMMUNITY IMPACT PROJECTS

\$25K

- Dolly Parton's Imagination Library – Various Elementary Schools in Precinct 2.
- The Imelda Assistance Fund - Grant money to nonprofit organizations that provide services to individuals.
- The Bridge Over Troubled Waters (The Bridge) –
- Campaign to build a new center for children and youth of domestic violence victims.





INSIGHTS/THOUGHT LEADERSHIP

INSIGHTS/THOUGHT LEADERSHIP

VITAL POINT FOR KNOWLEDGE SHARING & THOUGHT LEADERSHIP -
Topics and issues relevant to industry along the Gulf Coast.

- GULF COAST INDUSTRY FORUM
- ECONOMIC OUTLOOK
- 2 INDUSTRIAL PROCUREMENT FORUMS - CONTRACTORS & OWNERS
- 3 WOMEN IN ALLIANCE - LEADERSHIP LUNCHEONS
- HOUSTON PORT REGION SUPPLY CHAIN FORUM
- SOUTHEAST TRANSPORTATION SUMMIT
- LEGISLATIVE KICKOFF
- ANNUAL MEMBERSHIP BANQUET

11

EVENTS

3,700

ATTENDEES

340

AVERAGE
ATTENDANCE
PER EVENT

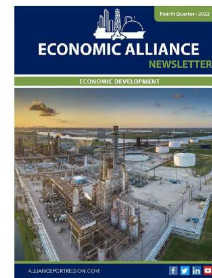


KNOWLEDGE SHARING VEHICLES

10K+

RECIPIENTS PER
QUARTERLY ISSUE

NEWSLETTER



33

EPISODES
PRODUCED

PODCAST



GULF COAST INDUSTRY FORUM

ECONOMIC ALLIANCE'S LARGEST EVENT of the year bringing industry, government, and community stakeholders.



Gulf Coast Industry Forum

AN ECONOMIC ALLIANCE HOUSTON PORT REGION EVENT

Leverages the resources, experience, and network of the Houston Port region associated with Petrochemical, Maritime, and Logistics industries on the gulf coast.

**ALL DAY
EVENT**

800

ATTENDEES

12

SPEAKERS &
PANELIST

45

EXHIBITORS

**THURSDAY
SEPTEMBER 21, 2023
PASADENA CONVENTION CENTER**

PETROCHEMICAL LEADERSHIP PANEL

Todd Behne
OXYCHEM
Louie DeHaes
KANEKA
Tim Sutherland
CHEVRON



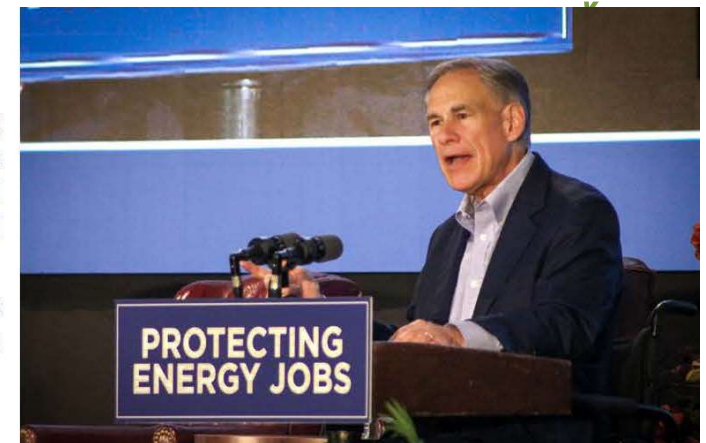
SUSTAINABILITY LEADERSHIP PANEL

Ron Abbott
CHEVRON PHILLIPS
Craig Cookson
AMERICAN
CHEMISTRY COUNCIL
Charles McConnell
UNIVERSITY OF
HOUSTON



STATE OF TEXAS ENERGY AND PETROCHEM PRODUCTION

Governor Greg Abbott
STATE OF TEXAS





Thank You!

www.allianceportregion.com

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
JUNE 12, 2023**

The City Council of the City of La Porte met in a regular meeting on Monday, June 12, 2023, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

Councilpersons present: Louis Rigby, Brandon Lunsford, Brent McCaulley, Mandi Williams, Chuck Engelken, Bill Bentley, Rick Helton, Jay Martin, Robbie McLarrin

Councilpersons attending remotely: None

Councilpersons absent: None

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, City Attorney

CALL TO ORDER – Mayor Rigby called the meeting to order at 6:00 p.m.

2. **INVOCATION** – The invocation was given by Pastor Shawn Williams, Gates of Praise, and pledges were led by Councilperson Jay Martin.

3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**

a. **Recognition of City employees for years of service.** [Louis R. Rigby, Mayor]

4. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

There were no comments.

5. **CONSIDERATION OF COUNCILPERSON ABSENCES**

a. **Presentation, discussion, and possible action to excuse the absence of Councilperson Brandon Lunsford from the May 22, 2023, regular City Council meeting.** [Louis R. Rigby, Mayor]

Mayor Pro Tem Engelken moved to excuse the absence of Councilperson Brandon Lunsford from the May 22, 2023, regular City Council meeting; the motion was seconded by Councilperson Bentley, the motion was adopted, 9-0.

6. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*

- a. **Approve the minutes of the May 22, 2023, regular City Council meeting.** [Louis R. Rigby]
- b. **Authorize the City Manager to execute an agreement with Thompson Consulting Services, LLC, for debris monitoring services, as top respondent under RFP #23504 'Debris Monitoring Services'.** [Johnny Morales, Emergency Management Coordinator]

- c. **Authorize the City Manager to execute agreements with TFR Environmental Inc., as the Primary Contractor, and with Ceres Environmental and Crowder Gulf as Secondary Contractors, for debris removal services, in connection with RFP #23503 'Debris Removal Services'. [Johnny Morales, Emergency Management Coordinator]**
- d. **Authorize expenditure in an amount not to exceed \$95,000.00 to Simplot Turf & Horticulture, utilizing BuyBoard Contract No. 705-23 for fertilizer and related chemicals. [Billy Stoker, Golf Course General Manager]**
- e. **Award Bid #23027 'Annual Requirements Contract for Sulfur Dioxide', to DXI Industries, Inc. not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]**

Mayor Pro Tem Engelken moved to approve the consent agenda; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

7. STATUTORY AGENDA

- a. **Presentation, discussion, and possible action to adopt the City of La Porte, Texas, 2023 Strategic Plan. [Corby Alexander, City Manager]**

Mayor Pro Tem Engelken moved to adopt the City of La Porte, Texas, 2023 Strategic Plan; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

- b. **Presentation, discussion, and possible action to authorize the reallocation of previously budgeted capital project fund amounts of \$1,600,000.00 from Valleyview Bridge (CLFR13) fund, \$1,550,000.00 from F101 Channel (CLFR14) fund, and \$1,500,000.00 from M Street (MSTR) fund to Bayside Terrace Improvements Project (DR0007) and award Bid #23022 for Bayside Terrace Subdivision Improvements Project to Environmental Allies, Inc., for the base bid amount of \$9,756,122.45 plus \$50,000.00 for materials testing and a ten percent (10%) contingency, for a total authorization of \$10,781,735.00. [Ray Mayo, Director of Public Works]**

Councilperson Bentley moved authorize the reallocation of previously budgeted capital project fund amounts of \$1,600,000.00 from Valleyview Bridge (CLFR13) fund, \$1,550,000.00 from F101 Channel (CLFR14) fund, and \$1,500,000.00 from M Street (MSTR) fund to Bayside Terrace Improvements Project (DR0007) and award Bid #23022 for Bayside Terrace Subdivision Improvements Project to Environmental Allies, Inc., for the base bid amount of \$9,756,122.45 plus \$50,000.00 for materials testing and a ten percent (10%) contingency, for a total authorization of \$10,781,735.00; the motion was seconded by Councilperson Martin; the motion was adopted, 9-0.

8. REPORTS

- a. **Presentation of 2nd Quarter CIP Report. [Matt Daeumer, Assistant City Manager]**

Mr. Daeumer provided the report. Mr. Mayo agreed to provide Council an update on the length of the EMS expansion project.

- b. **Receive status report on Capital Improvement Project PW0012 'Lomax Lift Station Consolidation.' [Ray Mayo, Director of Public Works]**

Mr. Mayo introduced Joe Moore and John Peterson of HDR to speak on the design of the project.

- c. **Receive report of the Drainage and Flooding Committee meeting. [Councilperson Martin]**

Councilperson Martin said the Committee met, approved the updates to the proposed revision of the City's fill dirt ordinance, received reports from Harris County Flood Control District and staff on drainage projects and the detention pond co-op project with the City of Pasadena, and set the next meeting for July 10.

9. ADMINISTRATIVE REPORTS

The City Manager said there were no reports.

- 10. COUNCIL COMMENT** Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.

The Council thanked Public Works for clearing the bar ditches along South Broadway (when TXDoT failed to do so); noted the number of projects the City was working on and offered concern that staff is set up for success, encouraging staff to ask for what they need; thanked Mr. Mayo for putting the project together on the Lomax Lift Station; welcomed the City Secretary back from her vacation; and wished Gladis Sanchez the best on her new position with the City of Pearland.

11. EXECUTIVE SESSION

- a. **City Council will meet in closed session pursuant to Texas Government Code 551.072 - Deliberation regarding purchase, exchange, lease, or value of real property: Meet with City Manager and City Attorney to discuss potential purchase of real property located in the City of La Porte.**

The Council adjourned into executive session at 7:00 p.m.

- 12. RECONVENE into open session and consider action, if any, on item(s) discussed in executive session.**

The Council reconvened from executive session at 7:20 p.m. Councilperson Bentley moved to direct the City Manager to continue negotiating a price with the owner of the real property discussed and come back with more information; the motion was seconded by Mayor Pro Tem Engelken; the motion was adopted, 9-0.

ADJOURN – Without objection, the meeting was adjourned at 7:21 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2023

Requested By: Louis R. Rigby, Mayor

Department: City Council

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: None

Appropriation

Source of Funds: _____

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

Champ Dunham has applied for consideration for appointment to an open position on the La Porte Fire Control, Prevention, & Emergency Medical Services District Board of Directors. The Council was notified of the application in April. The term available runs through August 31, 2024. The prior member resigned from the Board in October 2022.

STRATEGIC PLAN STRATEGY AND GOAL

Volunteer service on the La Porte Fire Control, Prevention, & Emergency Medical Services District Board of Directors directly supports four of the City's 2023 Strategic Plan Guiding Principles:

Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

Infrastructure and Utilities: The City La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.

Economic Development: The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.

Organizational Excellence: The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

ACTION REQUIRED BY CITY COUNCIL

Approve the appointment of Champ Dunham to an open position on the La Porte Fire Control, Prevention, & Emergency Medical Services District Board of Directors.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2023

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Project Exhibit; Lending rate memo;
Application Affidavit, Resolution, Certification of City
Secretary

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: NA

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

The City of La Porte has been planning the Lomax Lift Station Consolidation Project, a regional sanitary sewer project that will eliminate 9 aging lift stations and will replace 20,000 feet of aging sewer pipe with new gravity main. A single regional lift station is planned near La Porte Airport with a new sewer force main extending to the Fairmont Parkway trunk main to replace 8100 feet of aging force main pipe. This effort will correct existing design problems, provide additional capacity within the system, and will eliminate the infiltration issues that are inherent to aging pipe and manhole structures.

In October of 2022, the project was advertised to bid. City of La Porte Bid #23003, Lomax Lift Station Consolidation Project, was opened on November 29, 2022. Reytec Construction Resources, Inc., was the only company that responded with a bid. Excluding the alternative bid items, the bid for the Lomax improvements was \$26,053,250.00, and the bid for the Coupland improvements was \$2,300,145.00, for a total of \$28,353,395.00. HDR has indicated that unit prices submitted by Reytec were consistently above similar recent construction projects. The bid exceeded the engineer's estimate and the City's available budget. City Council rejected the bid in December of 2022. HDR, Inc., the design engineer began preparation of a plan to construct the project in phases. The downstream components of the project must be constructed before the upstream sections are replaced, which makes it feasible to construct the project in phases. It is intended to bid subsequent phases so that there are no delays in construction. The TWDB has approved the method of construction in phases. The revised construction estimates for all four phases including Coupland paving and drainage improvements is \$26,276,163.00.

Since December of 2022, City staff has been coordinating to obtain supplemental funding, in the form of a low-interest loan. In February 2023 and again in April 2023, City staff submitted project information to TWDB to meet submission deadlines for the next round of available funding opportunities. On May 8, 2023, staff received an invitation to apply. The TWDB has been working with numerous applicants across the state that have been experiencing the same problems with rising construction costs. The City of La Porte has a bond rating of AA+, which would make us eligible for an interest rate of an estimated 2.25% as of June 9, 2023. The City's current estimated investment yield is 4.00%. If this rate remains constant over the 20-year life of the loan, the City would see a very conservative estimated return on investment of \$4,844,000.00 (not accounting for compounding interest on investment). In short, the City would likely generate \$5 million by investing \$13.8 more than the total cost of the TWDB low-interest loan. Lending rates are adjusted weekly, so the rates may fluctuate prior to closing.

On June 5, 2023, City Staff met with the TWDB workgroup to discuss the application. As a part of the process, three (3) documents are required to be issued with the application to make it complete.

- 1) An affidavit of application.
- 2) A resolution to affirm commitment.
- 3) A certification from the office of the City Secretary

Benefits:

- Authorization allows construction of the entire project.
- The City's bond rating is very favorable, which will allow a low interest rate.
- A phased construction plan may provide significant project savings.

Liabilities:

- Construction improvements are not fully funded.
- Sanitary Sewer system improvements are needed in the Lomax area.

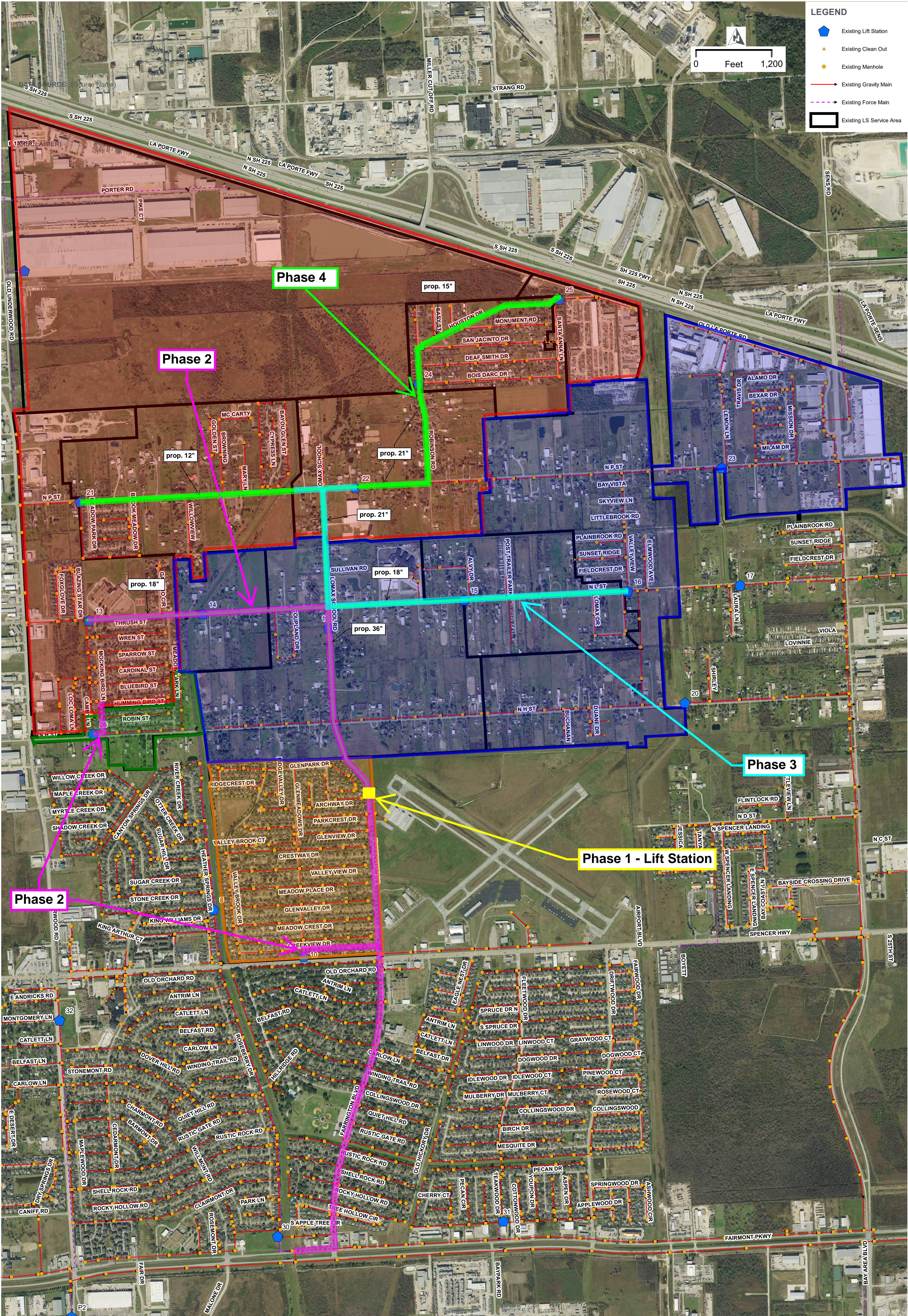
ACTION REQUIRED BY CITY COUNCIL

Adopt Resolution 2023-07 and approve the submission of an application for supplemental funding from the Texas Water Development Board in the amount of \$13,840,000.00, for the Lomax Area Lift Station Consolidation Project.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



Illustrative Lending Rate Memorandum | June 9, 2023

The Texas Water Development Board's Illustrative Lending Rates (ILR), shown as of the above date, assume level debt service, and are subject to change and availability of funds. Actual rates will vary depending on length, time of closing and structure. For Clean Water State Revolving Funds (CWSRF) and Drinking Water State Revolving Funds (DWSRF), actual rates will also depend upon the entity's corresponding rating. These rates are listed for comparative and marketing purposes only. Rates for the prior 2021 State Water Implementation Fund for Texas (SWIFT) funding cycle, though no longer available for new financial assistance, can be found [here](#) for informational purposes.

For assistance, please look up [contact information for your Regional Team](#).

State Revolving Funds for Projects in the SFY 2022 Intended Use Plan

Clean Water State Revolving Fund - 20 Year Term

Equivalency CWSRF Estimated Rates

Rating	Market ¹	TWDB ^{2, 3}
AAA	3.26%	1.96%
AA	3.46%	2.08%
A	3.65%	2.19%
BAA	4.02%	2.41%

Non-Equivalency CWSRF Estimated Rates

Rating	Market ¹	TWDB ^{2, 3}
AAA	3.26%	2.12%
AA	3.46%	2.25%
A	3.65%	2.37%
BAA	4.02%	2.61%

Clean Water State Revolving Fund - 30 Year Term

Equivalency CWSRF Estimated Rates

Rating	Market ¹	TWDB ^{2, 3}
AAA	3.94%	2.36%
AA	4.15%	2.49%
A	4.28%	2.57%
BAA	4.55%	2.73%

Non-Equivalency CWSRF Estimated Rates

Rating	Market ¹	TWDB ^{2, 3}
AAA	3.94%	2.56%
AA	4.15%	2.70%
A	4.28%	2.78%
BAA	4.55%	2.96%

Drinking Water State Revolving Fund - 20 Year Term

Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2, 3}
AAA	3.26%	2.12%
AA	3.46%	2.25%
A	3.65%	2.37%
BAA	4.02%	2.61%

Non-Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2, 3}
AAA	3.26%	2.28%
AA	3.46%	2.42%
A	3.65%	2.56%
BAA	4.02%	2.81%

Drinking Water State Revolving Fund - 30 Year Term

Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2, 3}
AAA	3.94%	2.56%
AA	4.15%	2.70%
A	4.28%	2.78%
BAA	4.55%	2.96%

Non-Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2, 3}
AAA	3.94%	2.76%
AA	4.15%	2.91%
A	4.28%	3.00%
BAA	4.55%	3.19%

Table Legend

1. Market rates applicable to the State Revolving Funds utilize the 13th and 20th year MMD rates, converted to yield to maturity, for the corresponding rating to approximate 20 and 30-year terms, respectively.
2. TWDB rates utilize the 13th and 20th year MMD rates for the applicable credit rating, converted to yield to maturity, and reduced by a percentage subsidy as shown below, to approximate 20 and 30-year terms, respectively.

Interest Rate Subsidies – All Ratings

Rating	Equivalency	Non-Equivalency
CWSRF	40%	35%
DWSRF	35%	30%

3. Origination fee (not applicable to principal forgiveness) is 1.75% for CWSRF or 2.00% for DWSRF.

For more information on CWSRF or DWSRF programs, click links below:

- <https://www.twdb.texas.gov/financial/programs/CWSRF/>
- <https://www.twdb.texas.gov/financial/programs/DWSRF/>

General Obligation Programs – Estimated Rates

Type of Funds	Terms	Market¹	TWDB²	Difference
<i>Development Fund (Tax Exempt)</i>	20	4.10%	3.77%	0.33%
<i>Development Fund (Tax Exempt)</i>	30	4.48%	4.02%	0.45%
<i>Development Fund (Taxable)</i>	20	6.22%	4.41%	1.81%
<i>Agricultural Loans (Taxable)</i>	7	5.81%	5.17%	0.64%

Table Legend

1. Market GO rates are calculated from sample level debt service schedules using the BAA-rated MMD tax-exempt and taxable scales, as appropriate.
2. TWDB GO rates are calculated from sample level debt service schedules using TWDB-adopted rate scales.

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF _____ §

APPLICANT _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____ as the Authorized Representative of the _____, who being by me duly sworn, upon oath says that:

1. The decision by the _____ (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the _____ (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The _____ (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The _____ (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

_____.

5. The _____ (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The _____ (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The _____ (authority, city, county, corporation, district) will
comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and
regulations of the TWDB.

Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this _____ day of _____, 20 ____.

(NOTARY'S SEAL)

Notary Public, State of Texas

Application Filing and Authorized Representative Resolution

A RESOLUTION by the _____ of the _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE _____ OF THE _____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$_____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the _____ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____

Engineer: _____

Bond Counsel: _____

PASSED AND APPROVED, this the _____ day of _____, 20____.

ATTEST: _____

By: _____

(Seal)



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2023

Requested By: Matt Daeumer, Asst City Mgr

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Amended Oyster Bay Agreement

Appropriation

Source of Funds: Capital Improvement

Account Number: 015-8080-5521100

Amount Budgeted: \$300,000.00

Amount Requested: \$16,400.00

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

At the September 13, 2021, City Council meeting, Council established a Committee to review applications for neighborhoods looking to enhance or add fencing around the public facing perimeter of their respective neighborhoods. Staff has prepared applications and distributed those applications to La Porte Homeowner's Associations. The applications were also made available to civic groups and members of the community.

On May 8, 2023, City Council approved a grant award of \$16,400.00 to Anthony Langston and Suzanne Skie-Azisi for the benefit of Oyster Bay Subdivision. The approved agreement contained language more appropriate for an HOA as opposed to a private individual. Staff worked with the City Attorney to draft the amended agreement. Underlined below are the recommended amendments.

Section 1. The City and applicants agree that the Community Cooperation Project shall consist of installation of wood fencing along S. Broadway Street, along on the front property line of 12 Bay Harbor Drive and 14 Bay Harbor Drive, both properties being immediately adjacent to the S. Broadway Street public right-of-way (hereinafter defined as "the Improvements").

Section 5. Upon completion of installation of the Improvements, applicants shall own the Improvements. However, upon transfer or change of ownership of 12 Bay Harbor Drive and 14 Bay Harbor Drive, the subsequent owners shall own the Improvements. The applicants, or any subsequent owners of 12 Bay Harbor Drive and 14 Bay Harbor Drive, as the case may be, shall be responsible for all maintenance and upkeep of the Improvements and agree to cover all of the costs associated with same, into perpetuity. For such purposes the obligation to maintain the Improvements established herein shall constitute a covenant running with the land.

Section 6. All funds received by applicants from City as herein provided shall be used by applicants solely for the propose of erecting and maintaining a wood fence along S. Broadway Street, along on the front property line of 12 Bay Harbor Drive and 14

Bay Harbor Drive. In the event of any default by applicants hereunder, or a subsequent owner, including but not limited to, use of the funds provided herein for purposes other than those stated in Section 1 of this MOA, the City may terminate the Agreement. In such event City shall have the right to reclaim and recapture, and applicants or any subsequent owner shall refund, any funds that are not spent in accordance with the terms of this MOA.

Staff recommend approving the amended agreement for the previously approved community fence grant not to exceed \$16,400.00 to Anthony Langston and Suzanne Skie-Azizi for the benefit of Oyster Bay Subdivision for their community fencing grant projects and authorize the City Manager to execute all documents associated with the projects.

ACTION REQUIRED BY CITY COUNCIL

Approve the amended agreement for the previously approved community fence grant not to exceed \$16,400.00 to Anthony Langston and Suzanne Skie-Azizi for the benefit of Oyster Bay Subdivision and authorize the City Manager to execute all agreements associated with this project.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and entered into this ____ day of June 2023 (the "Effective Date") between the City of La Porte, Texas, a home-rule municipality under the laws of the State of Texas ("the City") and Anthony Langston and Suzanne Skie-Azizi ("applicants"), to establish each party's obligations under the Community Cooperation Project, as defined herein.

The terms acceptable to both Parties to begin the Community Cooperation Project are as follows:

Section 1. The City and applicants agree that the Community Cooperation Project shall consist of installation of wood fencing along S. Broadway Street, ~~along on the front property line of~~ 12 Bay Harbor Drive and 14 Bay Harbor Drive, ~~both properties being immediately adjacent to the S. Broadway Street public right-of-way~~ (hereinafter defined as "the Improvements").

Section 2. Applicants shall be responsible for the construction and installation of the Improvements.

Section 3. The City agrees to contribute funding in the amount \$16,400.00 for construction and installation of the Improvements by applicant. The City shall reimburse applicant such funds no later than thirty (30) calendar days after proof has been provided of the fence construction and installation along with copies of receipts. Payment shall be made in one lump-sum amount.

Section 4. In consideration for City's agreement to partially fund the cost of the Improvements, applicants agree to fund the construction and installation of the improvements. Applicant will contribute any cost above the \$16,400.00 provided by the City, to be applied to the overall cost of the project.

Section 5. Upon completion of installation of the Improvements, applicants shall own the Improvements. However, upon transfer or change of ownership of 12 Bay Harbor Drive and 14 Bay Harbor Drive, the subsequent owners shall own the Improvements. The applicants, or any subsequent owners of 12 Bay Harbor Drive and 14 Bay Harbor Drive, as the case may be, shall be responsible for all maintenance and upkeep of the Improvements and agree to cover all of the costs associated with same, into perpetuity. For such purposes the obligation to maintain the Improvements established herein shall constitute a covenant running with the land.

Section 6. All funds received by applicants from City as herein provided shall be used by applicants solely for the propose of erecting and maintaining a wood fence along S. Broadway Street, ~~along on the front property line of~~ 12 Bay Harbor Drive and 14 Bay Harbor Drive. In the event of any default by applicants hereunder, ~~or a subsequent owner~~, including but not limited to, use of the funds provided herein for purposes other than those stated in Section 1 of this MOA, the City may terminate the Agreement. In such event City shall have the right to reclaim and recapture, and applicants ~~or any subsequent owner~~ shall refund, any funds that are not spent in accordance with the terms of this MOA.

Section 7. Applicants agree to assume and do hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work by applicants or its agents, associated with the erection and maintenance of the fence along S. Broadway Street, from 12 Bay Harbor Drive and 14 Bay Harbor Drive, under the terms of this MOA. For this purpose applicants covenant and agree to, and do hereby indemnify, defend, and hold harmless the City and all its respective officers, agents, and employees from all suits, claims, actions, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property, by or in consequence of any intentional or negligent act, omission, or conduct of applicant, its agents, servants, or employees, in connection with this MOA.

Section 8. In submitting the application associated with this MOA, applicant affirms its intent and commitment to comply in full with Section 2264.052 of the Government Code and certifies that it does not and will not knowingly employ an undocumented worker during any time period associated with the public subsidy for which the application is being submitted. Applicant further certifies its understanding and agreement that if it is convicted of a violation of 8 U.S.C., Section 1324 a(f), providing for civil and/or criminal penalties for engaging in a pattern or practice of knowingly hiring or continuing to employ unauthorized aliens, it shall repay the amount outlined in Section 3 with interest, at the rate and according to the terms of the agreement signed under Section 2264.053 of the Government Code, not later than the 120th day after the date the City notifies the recipient of the violation.

Section 9. Neither the City nor Recipients shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean Acts of God, civil riots, floods, and any other cause not reasonably within the control of the City or recipient except as provided herein, and which by the exercise of due diligence the City or recipient is unable, wholly or in part, to prevent or overcome.

Section 10. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

Section 11. Applicants may not assign this Agreement without the written consent of the City.

Section 12. The MOA embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the Parties, which relate to the matters in this Agreement.

For the City of La Porte:

Corby D. Alexander
City Manager

Attest: Haley Bowers
Dept. Coordinator

For the Oyster Bay Subdivision

Anthony Langston

Suzanne Ski-Azizi



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2023

Requested By: Shelley Wolny, Asst. Director

Department: Finance

☐ Report ☒ Resolution ☐ Ordinance

Exhibits: Resolution 2023-06, attorney letter, deed, analysis, bid, & maps

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☐ No

SUMMARY & RECOMMENDATION

If a property is sold or struck off to a taxing unit that is party to the judgment, the taxing unit may sell the property at any time by public or private sale. The City of La Porte has had the property located at 0 S Highway 146 on the private resale list since 1990 and has received a bid from Amin Ali in the amount of \$250,470.00. Currently, the property is vacant. At this time, staff is asking the City Council to adopt a resolution to approve the sale of the property listed below for the amount that has been offered.

Cause No. 1990-62921 – 0 S Highway 146, La Porte, Texas 77571 – Offer \$250,470.00 (cost + taxes + liens)

ACTION REQUIRED BY CITY COUNCIL

Adopt Resolution 2023-06 accepting a bid by Amin Ali to acquire tax resale property described as 1) Lots 1 through 24, inclusively, Block 1132, La Porte, Harris County, Texas, (HCAD Account # 024-199-032-0001); 2) Lots 25 through 28, inclusively, Block 1132, La Porte, Harris County, Texas, (HCAD Account # 024-199-032-0025); 3) Lots 29 through 30, inclusively, Block 1132, La Porte, Harris County, Texas, (HCAD Account # 024-199-032-0029); and 4) Lots 31 through 32, inclusively, Block 1132, La Porte, Harris County, Texas, (HCAD Account # 024-199-032-0031).

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2023-06

WHEREAS, the City of La Porte foreclosed on a property (“the property”) through a delinquent tax lawsuit and judgment identified as follows:

LOTS 1 THROUGH 24, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0001

LOTS 25 THROUGH 28, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0025

LOTS 29 THROUGH 30, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0029

LOTS 31 THROUGH 32, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0031

WHEREAS, the City of La Porte remains unpaid after exhausting all legal means to satisfy the collection of the delinquent taxes due and owing to the City of La Porte, including conducting a public auction of the property by the Harris County Constables whereby the property was struck off to the City of La Porte and;

WHEREAS, being no bids for the property at the tax sale on October 2, 1997, the City of La Porte now holds the property in trust to secure the payment of taxes, penalties, interest and costs owed to the City of La Porte;

WHEREAS, the property held in trust by the City of La Porte is exempt from taxation and it is in the best interest of the City of La Porte to have the property returned to the active tax roll as a taxable property;

WHEREAS, the City of La Porte has received an offer of \$250,470.00 to purchase the property from Amin Ali.

NOW, THEREFORE, IT IS ORDERED by the City of La Porte:

1. That all of the above paragraphs are true, correct and in the best interest of the City of La Porte and as such they are hereby incorporated in full and made a part of this Resolution;
2. That the City of La Porte accepts the tax resale offer by Amin Ali and authorizes the City Manager of the City of La Porte to sign and execute the deed on behalf of the City of La Porte to transfer title to the person submitting the offer to purchase the property.

APPROVED, PASSED AND ORDERED this the _____ day of _____, 2023.

Louis Rigby, MAYOR
CITY OF LA PORTE

ATTEST:

APPROVED AS TO FORM:

LEE WOODWARD
CITY SECRETARY

CLARK T. ASKINS
ASSISTANT CITY ATTORNEY



Jason Bailey
Attorney
1235 North Loop West, Suite 600
Houston, Texas 77008
p: 713-862-1860
f: 713-862-1429
w: www.pbfcml.com

May 26, 2023

Shelley Wolny, Deputy Tax Collector
City of La Porte Finance Department
604 W. Fairmont Parkway
La Porte, Texas 77571

RE: Tax Resale Bid in Cause No. 1990-62921, *La Porte Independent School District vs. Joel E. Cook*

Account # 024-199-032-0001; 024-199-032-0025; 024-199-032-0029; 024-199-032-0031

Dear Ms. Wolny:

A private resale bid from the following bidder in the following amount has been received for the property owned in trust by the City of La Porte, La Porte ISD, Harris County and San Jacinto Community College District pursuant to a constable's tax sale:

Bidder: Amin Ali

Bid Amount: \$250,470.00

The amount of the tax resale bid is sufficient to allow the City of La Porte to consider acceptance of the bid and convey the property without the approval of the other taxing units pursuant to Section 34.05(h) of the Texas Property Tax Code. Attached to this letter are the bid form, Private Resale Bid Analysis, Tax Distribution Breakdown, tax resale resolution, tax resale deed and a Harris County Appraisal District map of the subject property.

Please place the resale bid on an upcoming agenda for the City Council of the City of La Porte for their consideration. I will be available to attend the Council Meeting to answer any questions that might arise concerning the resale. A suggested wording of the agenda item as is follows:

Consider approval of a bid by Amin Ali to acquire a tax resale property described as: LOTS 1 THROUGH 24, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0001

LOTS 25 THROUGH 28, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY.
ACCOUNT NUMBER: 024-199-032-0025

LOTS 29 THROUGH 30, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY.
ACCOUNT NUMBER: 024-199-032-0029

LOTS 31 THROUGH 32, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY.
ACCOUNT NUMBER: 024-199-032-0031

Please do not hesitate to contact me if you have any questions, need any additional information or would like to meet concerning the resale bid.

Sincerely,


Jason Bailey

cc: Corby Alexander, City Manager
City of La Porte City Manager's Office
604 W. Fairmont Parkway
La Porte, Texas 77571

RESALE BID ANALYSIS

HCAD ACCOUNT NO(S):	024-199-032-0001; 024-199-032-0025 024-199-032-0029; 024-199-032-0031	Property Struck off for:	\$	-
		Adjudged Value in Judgment:	\$	150,050.00
CAUSE NO:	1990-62921	Judgment Amount Due:	\$	90,523.42
PLAINTIFF(S):	City of La Porte			
JUDGMENT AGAINST:	Joel E. Cook	STRUCK OFF DATE:		October 2, 1997
JUDGMENT DATE:	February 25, 1992			
ORDER OF SALE:	October 8, 1997	STRUCK OFF TO:		City of La Porte
SUB DEED RECORD DATE:				
PROPERTY ADDRESS:	0 S. HIGHWAY 146, LA PORTE, TX 77571			
LEGAL DESCRIPTION:	LTS 1 THRU 32 BLK 1132 LA PORTE			

SUMMARY OF SALE ACTIVITY

BIDDER:(prospective) Amin Ali BIDDER'S ADDRESS:

AMOUNT OF BID: \$250,470.00

Costs:

-District Clerk: (Payable to Harris County District Clerk incl. Const. Fee)	\$	305.00
-Tax Master: (Payable to)	\$	-
-Ad-Litem Fee: (Payable to)	\$	-
-Publication (Tax Sale): (Payable to Daily Court Review)	\$	-
-Out of County Const. Fee: (Payable to PBFCM)	\$	-
Advertising Fee:(Payable to PBFCM)	\$	-
-Research Fee: (Payable to PBFCM)	\$	250.00
-Deed Fee: (Payable to PBFCM)	\$	44.00
Total Costs:	\$	599.00

Reasonable Costs for maintaining, preserving, and safekeeping the property:

City of La Porte Liens \$ 87,896.16

Amount available to apply towards taxes: \$161,974.84

Taxing Jurisdictions:	Amount in Judgment:	%	Amount Received
City of La Porte	\$ 25,271.51	28.10%	\$ 45,519.88
La Porte ISD	\$ 45,624.43	50.74%	\$ 82,180.23
Harris County	\$ 19,028.48	21.16%	\$ 34,274.73
<i>(includes ESD 50 and San Jac)</i>			

\$89,924.42	100.00%	\$161,974.84
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Other amount being paid seperately by bidder:

Post-Judgment Taxes:

City of La Porte	\$	-
La Porte ISD	\$	-
Harris County	\$	-
Total:	\$	-

Resale Deed	\$	-
<hr/>		
All Post Judgment amounts	\$	-

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)**

THE STATE OF TEXAS

§

RESALE DEED

§

COUNTY OF HARRIS

§

KNOW ALL MEN BY THESE PRESENTS that the CITY OF LA PORTE, acting by and through its duly authorized official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by AMIN ALI ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said grantee all rights, title and interest of the CITY OF LA PORTE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1990-62921, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 1990-62921, *LA PORTE INDEPENDENT SCHOOL DISTRICT vs. JOEL E. COOK, ET AL*, said property being described as:

LOTS 1 THROUGH 24, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0001

LOTS 25 THROUGH 28, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0025

LOTS 29 THROUGH 30, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0029

LOTS 31 THROUGH 32, INCLUSIVELY, BLOCK 1132, LA PORTE, LYING AND SITUATED IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY. ACCOUNT NUMBER: 024-199-032-0031.

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said AMIN ALI , his heirs and assigns forever, so that neither the CITY OF LA PORTE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1990-62921 and any person claiming under it shall at any time hereafter

have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Grantee accept the property in "AS IS" condition, subject to any environmental conditions that might have or still exist on said property and subject to the rights of any parties in possession of the property.

Post judgment taxes and taxes for the current year are assumed by Grantee.

IN TESTIMONY, WHEREOF, CITY OF LA PORTE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1990-62921 have caused these presents to be executed this _____ day of _____ 2023.

CITY OF LA PORTE, FOR THE USE AND BENEFIT OF
ITSELF AND ALL OTHER TAXING UNITS THAT
ESTABLISHED TAX LIENS IN CAUSE NO. 1990-62921.

Corby Alexander, CITY MANAGER, CITY OF LA PORTE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CORBY ALEXANDER, City Manager, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2023.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

Grantee: AMIN ALI
 C/O CLAIR SINCLAIR PROPERTIES
 700 ROLLINGBROOK DR, STE. D
 BAYTOWN, TX 77521



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2021

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of La Porte

Address: CAUSE #90-62921 604 W Fairmont Pkwy, La Porte, TX 77571

Phone: _____ E-mail: clowesi@laportetx.gov

Fax: _____ Other: _____

Buyer: Amin Ali or Assigns

Address: _____

Phone: _____ E-mail: alihillboys@hotmail.com

Fax: _____ Other: _____

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at

0 S. Hwy. 146 - 2.3 +/- AC, La Porte, TX 77571

(address) and that is legally described on the attached Exhibit N/A or as follows:

LTS 1 THRU 24 BLK 1132 LA PORTE

LTS 25 26 27 & 28 BLK 1132 LA PORTE

LTS 29 & 30 BLK 1132 LA PORTE

LTS 31 & 32 BLK 1132 LA PORTE

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 250,470.00

(2) Sum of all financing described in Paragraph 4 \$ N/A

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 250,470.00

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 2.50 per:

- ☒ (i) square foot of ☒ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) N/A

(c) If the sales price is adjusted by more than N/A % of the stated sales price, either party may terminate this contract by providing written notice to the other party within N/A days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ N/A.
This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ N/A.
☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ N/A.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$3,000.00 as earnest money with Independence Title (title company) at 1300 Rollingbrook Dr. Ste. 414, Baytown, TX 77521 (address) Vivian Grigsby (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:
☐ (i) N/A days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) N/A.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - ☒ (a) will not be amended or deleted from the title policy.
 - ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within _____ days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer N/A (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party N/A (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 7 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: No exceptions.

- B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ N/A as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional N/A days by depositing additional earnest money in the amount of \$N/A with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

- (2) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - ☒ (d) copies property tax statements for the Property for the previous 2 calendar years;
 - ☐ (e) plats of the Property;
 - ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - ☐ (g) N/A

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
 - ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
 - ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Wade Sinclair

Claire Sinclair Properties, LLC

Agent: _____

Address: 700 Rollingbrook Dr. Ste. D

Baytown, TX 77521

Phone & Fax: (281)424-0333 (281)424-3967

E-mail: wade@clairesinclair.com

License No.: 9001167

Cooperating Broker: N/A

Agent: _____

Address: _____

Phone & Fax: _____

E-mail: _____

License No.: _____

Principal Broker: (Check only one box)

- ☐ represents Seller only.
☐ represents Buyer only.
☒ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 6.000 % of the sales price.

☐ _____

Cooperating Broker a total cash fee of:

☐ N/A % of the sales price.

☐ N/A

The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☒ 30 days after the expiration of the feasibility period.

☐ N/A (specific date).

☐ N/A

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
N/A

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
 - ☒ (11) **Intermediary Relationship Notice**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities

necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A.
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on May 12, 2023, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of La Porte

Buyer: Amin Ali or Assigns

By: _____

By (signature): _____

Printed Name: _____

Title: Seller

By: Amin Ali

By (signature): _____

Printed Name: AMIN ALI

Title: Buyer OWNER

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____



INTERMEDIARY RELATIONSHIP NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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To: City of La Porte (Seller or Landlord)
and Amin Ali or Assigns (Prospect)
From: Claire Sinclair Properties, LLC (Broker's Firm)
0 S. Hwy. 146 - 2.3 +/- AC
Re: La Porte, TX 77571 (Property)
Date: May 5, 2023

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker ☐ will ☒ will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:
N/A to the owner; and
N/A to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)
N/A

The undersigned acknowledge receipt of this notice

Seller or Landlord _____ Date _____
City of La Porte

Amin Ali _____ 5/8/23
Prospect _____ Date _____
Amin Ali or Assigns

Seller or Landlord _____ Date _____

Prospect _____ Date _____

(TXR-1409) 1-7-04

Page 1 of 1



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Claire Sinclair Properties, LLC</u>	<u>9001167</u>	<u>wade@clairesinclair.com</u>	<u>(281)424-0333</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Wade Sinclair</u>	<u>543628</u>	<u>wade@clairesinclair.com</u>	<u>(281)424-0333</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Licensed Supervisor of Sales Agent/ Associate</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
<u>Sales Agent/Associate's Name</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

TXR-2501

Claire Sinclair Properties, LLC., 700 Rollingbrook Dr., Suite D Baytown TX 77521
Wade Sinclair

Information available at www.trec.texas.gov

IABS 1-0 Date

Phone 281-424-0333 Fax 281-424-0367

0 S. Hwy. 146 - 2.3

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

CLAIRE SINCLAIR PROPERTIES, LLC

700 Rollingbrook Dr. Suite D, Baytown, TX 77521

February 23, 2023

City of La Porte
Cause #90-62921
Cause #82-4216
604 W. Fairmont Pkwy.
LA PORTE TX 77571

Re: State Hwy. 146
La Porte, TX 77571
TAX I.D. 0241990320001
TAX I.D. 0241990320029
TAX I.D. 0241990320031
TAX I.D. 0241990320025

To whom it may concern,

Claire Sinclair Properties, LLC is seeking acreage tracts for multiple prospective buyers per the subject property.

According to tax records, you are the owner of record of the tract listed above. Should you have other property that you would consider selling, we would be pleased to discuss with you.

Our office number is 281.424.0333 and our email address is listed below. Thank you in advance for your time and consideration.

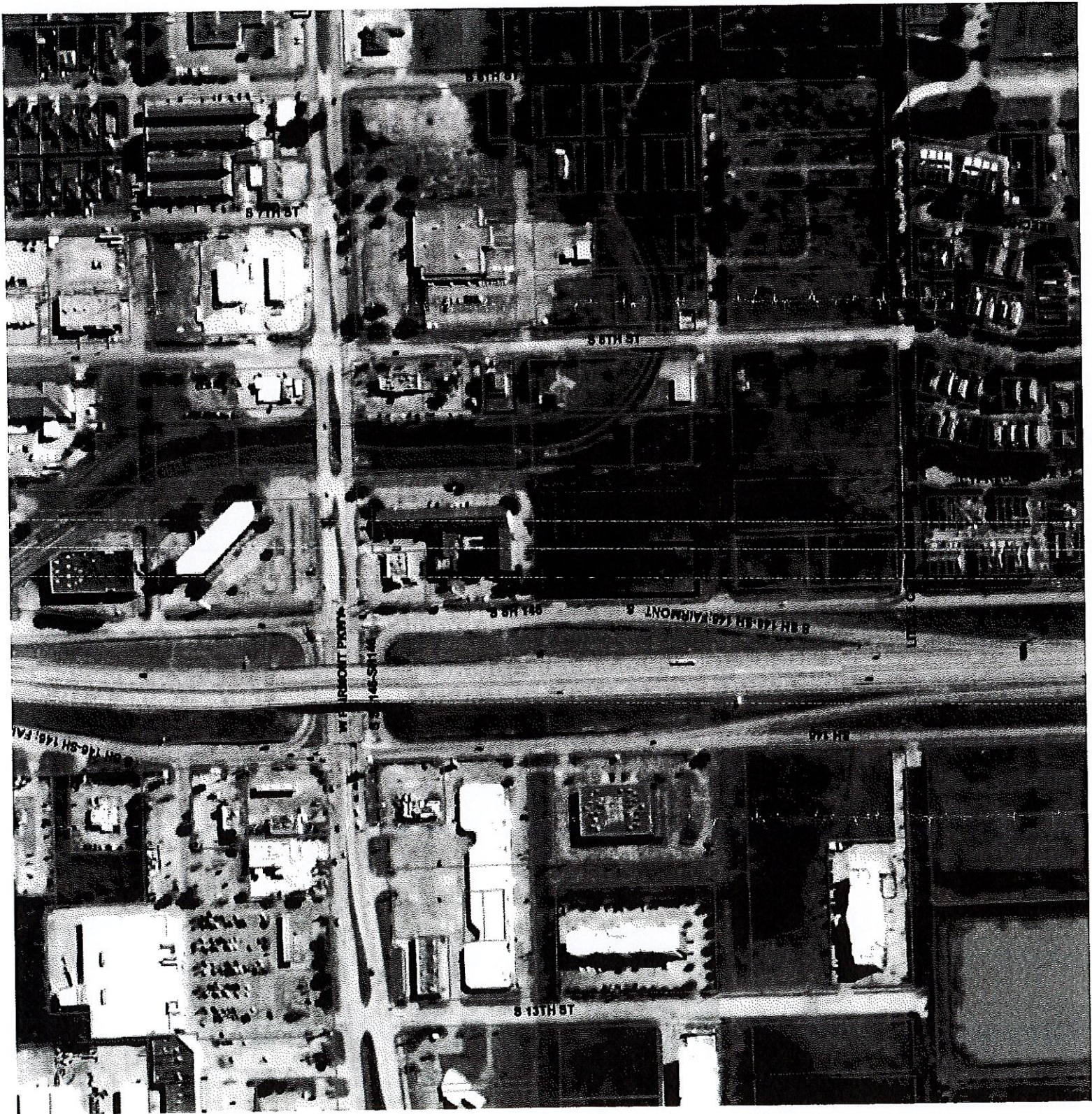
Sincerely,



Wade Sinclair

If your property is currently listed with another Realtor, please disregard this letter.

Wade Sinclair
Wade@clairesinclair.com



Search Addresses and Plac



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HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0241990320001

Tax Year: 2023

 **Print**

Owner and Property Information										
Owner Name & Mailing Address: CITY OF LA PORTE CAUSE #90-62921 604 W FAIRMONT PKWY LA PORTE TX 77571-6215					Legal Description: LTS 1 THRU 24 BLK 1132 LA PORTE Property Address: 0 S HIGHWAY 146 LA PORTE TX 77571					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
XV -- Other Exempt (Government)	8001 -- Land Neighborhood Section 1		0	75,000 SF	0	0	9700.04	351 -- ISD 20 - East of Bay Area Blvd	6253C	580F

Value Status Information

Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
Total	020	LA PORTE ISD	Pending	Pending	1.256500	
	040	HARRIS COUNTY	Pending	Pending	0.343730	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.030550	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.007990	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.148310	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004900	
	047	SAN JACINTO COM COL D	Pending	Pending	0.155605	
	071	CITY OF LAPORTE	Pending	Pending	0.710000	
	283	CTY OF LAPORTE TIRZ 1 (040)	Pending	Pending		
	889	CITY OF LAPORTE TIRZ 1 (071)	Pending	Pending		
	940	CTY OF LAPORTE TIRZ 1 (020)	Pending	Pending		

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2022			Value as of January 1, 2023		
	Market	Appraised		Market	Appraised
Land	0		Land		
Improvement	0		Improvement		
Total	0	0	Total	Pending	Pending


Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8001 -- Land Neighborhood Section 1	4600	SF	75,000	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Building

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0241990320029

Tax Year: 2023

 **Print**

Owner and Property Information										
Owner Name & Mailing Address: CITY OF LA PORTE CAUSE #90-62921 604 W FAIRMONT PKWY LA PORTE TX 77571-6215					Legal Description: LTS 29 & 30 BLK 1132 LA PORTE Property Address: O S HIGHWAY 146 LA PORTE TX 77571					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
XV -- Other Exempt (Government)	8001 -- Land Neighborhood Section 1		0	6,250 SF	0	0	9700.04	351 -- ISD 20 - East of Bay Area Blvd	6253C	580F

Value Status Information	
Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
Total	020	LA PORTE ISD	Pending	Pending	1.256500	
	040	HARRIS COUNTY	Pending	Pending	0.343730	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.030550	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.007990	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.148310	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004900	
	047	SAN JACINTO COM COL D	Pending	Pending	0.155605	
	071	CITY OF LAPORTE	Pending	Pending	0.710000	
	283	CTY OF LAPORTE TIRZ 1 (040)	Pending	Pending		
	889	CITY OF LAPORTE TIRZ 1 (071)	Pending	Pending		
	940	CTY OF LAPORTE TIRZ 1 (020)	Pending	Pending		
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations					
Value as of January 1, 2022			Value as of January 1, 2023		
	Market	Appraised		Market	Appraised
Land	0		Land		
Improvement	0		Improvement		
Total	0	0	Total	Pending	Pending

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8001 -- Land Neighborhood Section 1	4600	SF	6,250	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0241990320031

Tax Year: 2023

 Print

Owner and Property Information										
Owner Name & Mailing Address: CITY OF LA PORTE CAUSE #90-62921 604 W FAIRMONT PKWY LA PORTE TX 77571-6215					Legal Description: LTS 31 & 32 BLK 1132 LA PORTE Property Address: 0 S HIGHWAY 146 LA PORTE TX 77571					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
XV -- Other Exempt (Government)	8001 -- Land Neighborhood Section 1		0	6,250 SF	0	0	9700.04	351 -- ISD 20 - East of Bay Area Blvd	6253C	580F

Value Status Information	
Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
Total	020	LA PORTE ISD	Pending	Pending	1.256500	
	040	HARRIS COUNTY	Pending	Pending	0.343730	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.030550	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.007990	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.148310	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004900	
	047	SAN JACINTO COM COL D	Pending	Pending	0.155605	
	071	CITY OF LAPORTE	Pending	Pending	0.710000	
	283	CTY OF LAPORTE TIRZ 1 (040)	Pending	Pending		
	889	CITY OF LAPORTE TIRZ 1 (071)	Pending	Pending		
	940	CTY OF LAPORTE TIRZ 1 (020)	Pending	Pending		
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations					
Value as of January 1, 2022			Value as of January 1, 2023		
	Market	Appraised		Market	Appraised
Land	0		Land		
Improvement	0		Improvement		
Total	0	0	Total	Pending	Pending

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8001 -- Land Neighborhood Section 1	4600	SF	6,250	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Tax Year: 2023 ▼

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
ACCOUNT NUMBER 0241990320025

 Print  E-mail

Similar Owner Name	Nearby Addresses	Same Street Name	Related Map 6253C
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Ownership History

Owner and Property Information

Owner Name & Mailing Address:	CITY OF LA PORTE CAUSE #82-4216 604 W FAIRMONT PKWY LA PORTE TX 77571-6215	Legal Description:	LTS 25 26 27 & 28 BLK 1132 LA PORTE
		Property Address:	0 S HIGHWAY 146 LA PORTE TX 77571

State Class Code	Land Use Code	Building Class	Total Units
XV -- Other Exempt (Government)	8001 -- Land Neighborhood Section 1		0
Land Area	Building Area	Net Rentable Area	Neighborhood
12,500 SF	0	0	9700.04
			351 -- ISD 20 - East of Bay Area Blvd
			6253C
			580F

Value Status Information

Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
Total	020	LA PORTE ISD	Pending	Pending	1.256500	
	040	HARRIS COUNTY	Pending	Pending	0.343730	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.030550	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.007990	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.148310	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004900	
	047	SAN JACINTO COM COL D	Pending	Pending	0.155605	
	071	CITY OF LAPORTE	Pending	Pending	0.710000	
	283	CTY OF LAPORTE TIRZ 1 (040)	Pending	Pending		
	889	CITY OF LAPORTE TIRZ 1 (071)	Pending	Pending		
	940	CTY OF LAPORTE TIRZ 1 (020)	Pending	Pending		

Estimated taxes for this property can be found at www.harrispropertytaxes.org.

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Valuations

	Value as of January 1, 2022		Value as of January 1, 2023
	Market	Appraised	Market
Land	0	Land	
Improvement	0	Improvement	
Total	0	0 Total	Pending
			Pending

5-Year Value History

Land

Market Value Land

Line	Land Use	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8001 -- Land Neighborhood Section 1 4600 -- Vacant Exempt Land	SF	12,500	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Building

Vacant (No Building Data)



FOR: Tax Roll Owner City of La Porte Customer # C00001129
HCAD # 024-199-032-0031
Legal: LTS 31 & 32 BLK 1132
LA PORTE
Address: 0 S HIGHWAY 146
Payoff Date 6/30/2023
0.1000

File No.	INVOICE No.	INVOICE DATE	Recording Date	Mowing Amount	Admin Fees	Good Thru Payoff Date	Annun Interest	Outstanding	Total of Interest	Total Due
NO LIEN	1043796	9/10/2004		70.00		6/30/2023	0.019	6837	131.12	201.12
NO LIEN	1095151	4/22/2005		70.00		6/30/2023	0.019	6613	126.82	196.82
NO LIEN	1126813	7/29/2005		70.00		6/30/2023	0.019	6515	124.95	194.95
2008132268	1472219	9/18/2007	3/18/2008	70.00		6/30/2023	0.019	5552	106.48	176.48
20080433078	1526167	5/1/2008	8/18/2008	18.00	200.00	6/30/2023	0.060	5399	322.46	540.46
20090083070	1534409	7/2/2008	2/27/2009	18.00	200.00	6/30/2023	0.060	5206	310.93	528.93
20090323069	1539912	11/11/2008	7/20/2009	18.00	200.00	6/30/2023	0.060	5063	302.39	520.39
20100044215	1546934	6/23/2009	2/3/2010	38.00	100.00	6/30/2023	0.038	4865	183.94	321.94
20100239314	1549347	10/2/2009	6/8/2010	38.00	150.00	6/30/2023	0.052	4740	244.14	432.14
20110077615	1556616	7/14/2010	2/24/2011	38.00	100.00	6/30/2023	0.038	4479	169.34	307.34
20110140479	1558919	10/19/2010	4/7/2011	38.00	200.00	6/30/2023	0.065	4437	289.32	527.32
20110140479	1559068	10/27/2010	4/7/2011	38.00	200.00	6/30/2023	0.065	4437	289.32	527.32
20110224721	1560979	12/16/2010	6/2/2011	38.00	400.00	6/30/2023	0.120	4381	525.72	963.72
20110428246	1564392	5/4/2011	10/11/2011	38.00	100.00	6/30/2023	0.038	4250	160.68	298.68
20120516059	1569272	12/28/2011	11/6/2012	38.00	188.00	6/30/2023	0.062	3858	238.88	464.88
20130090384	1573132	6/21/2012	2/27/2013	38.00	100.00	6/30/2023	0.038	3745	141.59	279.59
20130176454	1573900	7/30/2012	4/16/2013	38.00	150.00	6/30/2023	0.052	3697	190.42	378.42

20130380016 1576440	11/20/2012	7/29/2013	38.00	200.00	6/30/2023	0.065	3593	234.28	472.28
20130399682 1577186	12/6/2012	8/7/2013	38.00	400.00	6/30/2023	0.120	3584	430.08	868.08
20140438024 1583903	10/29/2013	9/30/2014	38.00	150.00	6/30/2023	0.052	3165	163.02	351.02
20150505004 1591129	8/21/2014	11/5/2015	38.00	100.00	6/30/2023	0.038	2764	104.50	242.50
20150505004 1591823	9/19/2014	11/5/2015	38.00	100.00	6/30/2023	0.038	2764	104.50	242.50
20150505004 1594918	9/24/2014	11/5/2015	38.00	400.00	6/30/2023	0.120	2764	331.68	769.68
RP-2016-162855 1599278	6/3/2015	4/20/2016	38.00	100.00	6/30/2023	0.038	2597	98.19	236.19
RP-2016-359221 1601326	7/17/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2480	297.60	735.60
RP-2016-359221 1602435	8/25/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2480	297.60	735.60
RP-2016-359220 1604350	10/22/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2778	333.36	771.36
RP-2016-359220 1604521	10/22/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2778	333.36	771.36
RP-2016-359220 1605548	12/3/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2480	297.60	735.60
RP-2016-359219 1608070	2/8/2016	8/15/2016	38.00	400.00	6/30/2023	0.120	2669	320.28	758.28
RP-2017-501501 1611015	5/18/2016	11/15/2017	38.00	400.00	6/30/2023	0.120	2023	242.76	680.76
RP-2017-501501 1611067	5/19/2016	11/15/2017	38.00	150.00	6/30/2023	0.052	2568	132.27	320.27
RP-2019-168052 1615227	9/20/2016	4/25/2019	39.90	400.00	6/30/2023	0.121	1497	180.42	620.32
RP-2019-353740 AR000503	9/22/2017	4/25/2019	39.90	200.00	6/30/2023	0.066	1497	98.39	338.29
RP-2019-353740 AR001561	4/18/2018	8/31/2019	27.50	100.00	6/30/2023	0.035	1369	47.82	175.32
RP-2019-353740 AR001764	5/10/2018	8/31/2019	27.50	100.00	6/30/2023	0.035	1369	47.82	175.32
RP-2019-353740 AR001967	6/6/2018	8/31/2019	27.50	100.00	6/30/2023	0.035	1369	47.82	175.32
RP-2019-353740 AR002181	7/9/2018	8/31/2019	27.50	100.00	6/30/2023	0.035	1369	47.82	175.32
RP-2019-353740 AR002461	8/13/2018	8/31/2019	27.50	100.00	6/30/2023	0.035	1369	47.82	175.32
RP-2019-353740 AR002629	9/11/2018	8/31/2019	27.50	100.00	6/30/2023	0.035	1369	47.82	175.32
RP-2019-353740 AR002909	11/21/2018	8/31/2019	27.50	100.00	6/30/2023	0.035	1369	47.82	175.32

RP-2019-353740 AR003187	1/22/2019	8/31/2019	27.50	100.00	6/30/2023	0.035	1369	47.82	175.32
NO LIEN AR003896	6/24/2019		27.50	100.00	6/30/2023	0.035	1437	50.20	177.70
RP-2019-469225 AR004252	8/19/2019	10/29/2019	27.50	100.00	6/30/2023	0.035	1381	48.24	175.74
RP-2019-469225 AR004361	9/4/2019	10/29/2019	27.50	100.00	6/30/2023	0.035	1365	47.68	175.18
RP-2019-490720 AR004506	9/26/2019	11/5/2019	27.50	100.00	6/30/2023	0.035	1343	46.91	174.41
RP-2019-478719 AR004650	10/21/2019	10/29/2019	27.50	100.00	6/30/2023	0.035	1318	46.04	173.54
NO LIEN AR004802	11/14/2019		27.50	100.00	6/30/2023	0.035	1294	45.20	172.70
RP-2020-244709 AR005052	1/13/2020	6/9/2020	27.50	100.00	6/30/2023	0.035	1086	37.94	165.44
NO LIEN AR005225	2/27/2020		27.50	100.00	6/30/2023	0.035	1189	41.53	169.03
RP-2021-434042 AR006520	10/12/2020	8/2/2021	27.50	100.00	6/30/2023	0.035	961	33.57	161.07
RP-2021-434042 AR006698	11/5/2020	8/2/2021	27.50	100.00	6/30/2023	0.035	937	32.73	160.23
RP-2021-434042 AR006839	12/8/2020	8/2/2021	27.50	100.00	6/30/2023	0.035	904	31.58	159.08
RP-2021-434041 AR006986	1/14/2021	8/2/2021	27.50	100.00	6/30/2023	0.035	867	30.29	157.79
RP-2021-667579 AR007409	4/8/2021	11/19/2021	30.50	100.00	6/30/2023	0.036	558	19.95	150.45
RP-2021-667579 AR007575	5/10/2021	11/19/2021	30.50	100.00	6/30/2023	0.036	558	19.95	150.45
RP-2021-667580 AR007735	6/4/2021	11/19/2021	30.50	100.00	6/30/2023	0.036	558	19.95	150.45
RP-2022-177692 AR008002	7/7/2021	4/4/2022	30.50	100.00	6/30/2023	0.036	422	15.09	145.59
RP-2022-177692 AR008164	8/2/2021	4/4/2022	30.50	100.00	6/30/2023	0.036	422	15.09	145.59
RP-2022-187867 AR008373	9/2/2021	4/8/2022	30.50	100.00	6/30/2023	0.036	636	22.74	153.24
RP-2022-187867 AR008406	9/8/2021	4/8/2022	30.50	100.00	6/30/2023	0.036	418	14.94	145.44
TOTALS			2,127.30	9,988.00				8,860.59	20,975.89
				12,115.30					

Regular Mail / Overnight
City of La Porte
Attn: Accounting Division
604 W. Fairmont Parkway
La Porte, Texas 77571

If you have any questions, please call
Paula Bradstreet, 281-470-5039 or
Email BradstreetP@laportetx.gov

Admin Fee 105.00
TOTAL DUE 21,080.89

***Please note, Release of Lien will be prepared by City of La Porte once payment has been received. Original Release is sent to title company for recording.*



FOR: Tax Roll Owner City of La Porte Customer # C00002376
HCAD # 024-199-032-0029
Legal: LTS 29 & 30 BLK 1132
LA PORTE
Address: 0 S HIGHWAY 146
Payoff Date 6/30/2023
0.1000

File No.	INVOICE No.	INVOICE DATE	Recording Date	Mowing Amount	Admin Fees	Good Thru Payoff Date	Annun Interest	Days Outstanding	Total of Interest	Total Due
Y844888	1126812	7/29/2005	10/24/2005	70.00		6/30/2023	0.019	6428	123.28	193.28
20080132268	1472218	9/18/2007	3/18/2008	70.00		6/30/2023	0.019	5552	106.48	176.48
20080433078	1526126	5/1/2008	8/18/2008	18.00	200.00	6/30/2023	0.060	5399	322.46	540.46
20090083070	1534396	7/2/2008	2/27/2009	18.00	200.00	6/30/2023	0.060	5206	310.93	528.93
20090323069	1539929	11/11/2008	7/20/2009	18.00	200.00	6/30/2023	0.060	5063	302.39	520.39
20100044215	1546936	6/23/2009	2/3/2010	38.00	200.00	6/30/2023	0.065	4865	317.22	555.22
20100239314	1549343	10/2/2009	6/8/2010	38.00	150.00	6/30/2023	0.052	4740	244.14	432.14
2011077615	1556614	7/14/2010	2/24/2011	38.00	100.00	6/30/2023	0.038	4479	169.34	307.34
20110140479	1558913	10/19/2010	4/7/2011	38.00	200.00	6/30/2023	0.065	4437	289.32	527.32
20110140479	1559069	10/28/2010	4/7/2011	38.00	200.00	6/30/2023	0.065	4437	289.32	527.32
20110224721	1560977	12/16/2010	6/2/2011	38.00	400.00	6/30/2023	0.120	4381	525.72	963.72
20110428246	1564389	5/4/2011	10/11/2011	38.00	100.00	6/30/2023	0.038	4250	160.68	298.68
20130090384	1573131	6/21/2012	2/27/2013	38.00	100.00	6/30/2023	0.038	3745	141.59	279.59
20130176454	1573898	7/30/2012	4/27/2013	38.00	150.00	6/30/2023	0.052	3686	189.85	377.85
20130380016	1576437	11/20/2012	7/29/2013	38.00	200.00	6/30/2023	0.065	3593	234.28	472.28
20130399682	1577188	12/6/2012	8/7/2013	38.00	400.00	6/30/2023	0.120	3584	430.08	868.08
20150176039	1584596	11/22/2013	4/28/2015	38.00	150.00	6/30/2023	0.052	2955	152.20	340.20

20150176039 1584608	11/22/2013	4/28/2015	38.00	150.00	6/30/2023	0.052	2955	152.20	340.20
20150505004 1591126	8/21/2014	11/5/2015	38.00	100.00	6/30/2023	0.038	2764	104.50	242.50
20150505004 1591825	9/19/2014	11/5/2015	38.00	100.00	6/30/2023	0.038	2764	104.50	242.50
20150442719 1594055	11/18/2014	9/29/2015	38.00	150.00	6/30/2023	0.052	2801	144.27	332.27
RP-2016-162855 1599275	6/3/2015	4/20/2016	138.00	100.00	6/30/2023	0.065	2597	169.34	407.34
RP-2016-359221 1601327	7/17/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2480	297.60	735.60
RP-2016-359221 1602438	8/25/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2480	297.60	735.60
RP-2016-359220 1604352	10/22/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2480	297.60	735.60
RP-2016-359220 1604464	10/22/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2480	297.60	735.60
RP-2016-359220 1605549	12/3/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2736	328.32	766.32
RP-2016-359219 1608072	2/8/2016	8/15/2016	38.00	400.00	6/30/2023	0.120	2669	320.28	758.28
RP-2017-501501 1611017	5/18/2016	11/15/2017	38.00	100.00	6/30/2023	0.038	2023	76.49	214.49
RP-2017-501501 1611069	5/19/2016	11/15/2017	38.00	150.00	6/30/2023	0.052	2568	132.27	320.27
RP-2019-168052 1615228	9/20/2016	4/25/2019	39.90	400.00	6/30/2023	0.121	1497	180.42	620.32
NO LIEN AR000504	9/22/2017		39.90	200.00	6/30/2023	0.066	2077	136.51	376.41
RP-2019-353740 AR001608	4/24/2018	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR001766	5/10/2018	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR001968	6/6/2018	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR002182	7/9/2018	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR002462	8/13/2018	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR002630	9/11/2018	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR002910	11/21/2018	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR003188	1/22/2019	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR003797	6/11/2019	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95

RP-2019-353740 AR003798	6/11/2019	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-469225 AR00388	6/24/2019	10/29/2019	27.50	100.00	6/30/2023	0.035	1310	45.76	173.26
RP-2019-478719 AR004253	8/19/2019	10/29/2019	27.50	100.00	6/30/2023	0.035	1381	48.24	175.74
RP-2020-210032 AR004362	9/4/2019	5/19/2020	27.50	100.00	6/30/2023	0.035	1365	47.68	175.18
RP-2020-210032 AR004363	9/4/2019	5/19/2020	41.25	100.00	6/30/2023	0.039	1365	52.82	194.07
RP-2020-210032 AR004507	9/26/2019	5/19/2020	41.25	100.00	6/30/2023	0.039	1343	51.97	193.22
NO LIEN AR004651	10/21/2019		27.50	100.00	6/30/2023	0.035	1318	46.04	173.54
NO LIEN AR004928	12/12/2019		27.50	100.00	6/30/2023	0.035	1266	44.22	171.72
RP-2020-244709 AR005054	1/13/2020	6/9/2020	27.50	100.00	6/30/2023	0.035	1086	37.94	165.44
NO LIEN AR005226	2/27/2020		27.50	100.00	6/30/2023	0.035	1189	41.53	169.03
NO LIEN AR005473	4/8/2020		27.50	100.00	6/30/2023	0.035	1148	40.10	167.60
NO LIEN AR005474	4/8/2020		41.25	100.00	6/30/2023	0.039	1148	44.43	185.68
NO LIEN AR005504	5/1/2020		27.50	100.00	6/30/2023	0.035	1125	39.30	166.80
RP-2020-294925 AR006005	6/18/2020	7/6/2020	27.50	100.00	6/30/2023	0.035	1059	36.99	164.49
RP-2021-434042 AR006521	10/12/2020	8/2/2021	27.50	100.00	6/30/2023	0.035	667	23.30	150.80
RP-2021-434042 AR006697	11/5/2020	8/2/2021	27.50	100.00	6/30/2023	0.035	667	23.30	150.80
RP-2021-434042 AR006838	12/8/2020	8/2/2021	27.50	100.00	6/30/2023	0.035	667	23.30	150.80
RP-2021-434041 AR006985	1/14/2021	8/2/2021	27.50	100.00	6/30/2023	0.035	667	23.30	150.80
RP-2021-667580 AR007408	4/8/2021	11/19/2021	30.50	100.00	6/30/2023	0.036	783	27.99	158.49
RP-2021-667580 AR007574	5/10/2021	11/19/2021	30.50	100.00	6/30/2023	0.036	1086	38.83	169.33
RP-2021-667579 AR007734	6/4/2021	11/19/2021	30.50	100.00	6/30/2023	0.036	558	19.95	150.45
RP-2022-177692 AR008001	7/7/2021	4/4/2022	30.50	100.00	6/30/2023	0.036	693	24.78	155.28
RP-2022-177692 AR008163	8/2/2021	4/4/2022	30.50	100.00	6/30/2023	0.036	667	23.85	154.35
RP-2022-187867 AR008372	9/2/2021	4/8/2022	30.50	100.00	6/30/2023	0.036	636	22.74	153.24

RP-2022-187867	AR008405	9/8/2021	4/8/2022	30.50	100.00	6/30/2023	0.036	418	14.94	145.44
TOTALS				2,321.05	10,200.00				8,676.61	21,197.66

Regular Mail / Overnight
City of La Porte
Attn: Accounting Division
604 W. Fairmont Parkway
La Porte, Texas 77571

If you have any questions, please call
Paula Bradstreet, 281-470-5039 or
Email BradstreetP@laportetx.gov

Admin Fee 105.00
TOTAL DUE 21,302.66

****Please note, Release of Lien will be prepared by City of La Porte once payment has been received. Original Release is sent to title company for recording.**



FOR: Tax Roll Owner City of La Porte Customer # C00002373
HCAD # 024-199-032-0025
Legal: LTS 25 THRU 28 BLK 1132
LA PORTE
Address: 0 S HIGHWAY 146
Payoff Date 6/30/2023
0.1000

File No.	INVOICE No.	INVOICE DATE	Recording Date	mowing amount	admin fees	Good Thru Payoff Date	Annun Interest	Outstanding	Total of Interest	Total Due
20080132268	142722217	9/18/2007	3/18/2008	140.00		6/30/2023	0.038	5552	212.95	352.95
20080433078	1526153	5/1/2008	8/18/2008	34.00	200.00	6/30/2023	0.064	5399	346.13	580.13
20090083070	1534394	7/2/2008	2/27/2009	34.00	200.00	6/30/2023	0.064	5206	333.75	567.75
20090323069	1539911	11/11/2008	7/20/2009	34.00	200.00	6/30/2023	0.064	5063	324.59	558.59
20100044215	1546937	6/23/2009	2/3/2010	74.00	100.00	6/30/2023	0.048	4865	231.92	405.92
20100239314	1549341	10/2/2009	6/8/2010	74.00	150.00	6/30/2023	0.061	4740	290.89	514.89
20110077615	1556611	7/14/2010	2/24/2011	74.00	100.00	6/30/2023	0.048	4479	213.52	387.52
20110140479	1558914	10/19/2010	4/7/2011	74.00	200.00	6/30/2023	0.075	4437	333.08	607.08
20110140479	1559072	10/28/2010	4/7/2011	74.00	200.00	6/30/2023	0.075	4437	333.08	607.08
20110224721	1560975	12/16/2010	6/2/2011	74.00	400.00	6/30/2023	0.130	4381	568.93	1,042.93
20110428246	1564387	5/4/2011	10/11/2011	74.00	100.00	6/30/2023	0.048	4250	202.60	376.60
20120516059	1569269	12/28/2011	11/6/2012	74.00	224.00	6/30/2023	0.082	3858	314.98	612.98
20130090384	1573128	6/21/2012	2/27/2013	74.00	100.00	6/30/2023	0.048	3745	178.53	352.53
20130176454	1573896	7/30/2012	4/16/2013	74.00	150.00	6/30/2023	0.061	3697	226.88	450.88
20130380016	1576435	11/20/2012	7/29/2013	74.00	200.00	6/30/2023	0.075	3593	269.72	543.72
20130399682	1577190	12/6/2012	8/7/2013	74.00	400.00	6/30/2023	0.130	3584	465.43	939.43
20140438024	1583906	10/29/2013	9/30/2014	74.00	150.00	6/30/2023	0.061	3165	194.24	418.24
20150176039	1584607	11/22/2013	4/28/2015	74.00		6/30/2023	0.020	2955	59.91	133.91

20150505004 1591125	8/21/2014	11/5/2015	74.00	100.00	6/30/2023	0.048	2764	131.76	305.76
20150442719 1594004	11/14/2014	9/29/2015	74.00	150.00	6/30/2023	0.061	2801	171.90	395.90
RP-2016-162855 1599272	6/3/2015	11/5/2015	74.00	100.00	6/30/2023	0.048	2764	131.76	305.76
RP-2016-359221 1601329	7/17/2015	8/15/2016	74.00	400.00	6/30/2023	0.130	2480	322.06	796.06
RP-2016-359220	8/28/2015	8/15/2016	74.00	400.00	6/30/2023	0.130	2480	322.06	796.06
RP-2016-359220 1604524	10/22/2015	8/15/2016	38.00	400.00	6/30/2023	0.120	2480	297.60	735.60
RP-2016-359220 1604354	10/22/2015	8/15/2016	74.00	400.00	6/30/2023	0.130	2480	322.06	796.06
RP-2016-359220 1605551	12/3/2015	8/15/2016	74.00	400.00	6/30/2023	0.130	2736	355.31	829.31
RP-2016-359219 1608074	2/8/2016	8/15/2019	74.00	400.00	6/30/2023	0.130	2669	346.60	820.60
RP-2017-501501 1611019	5/18/2016	11/15/2017	74.00	100.00	6/30/2023	0.048	2023	96.44	270.44
RP-2017-501501 1611074	5/19/2016	11/15/2017	74.00	400.00	6/30/2023	0.130	2568	333.49	807.49
RP-2019-168052 1615231	9/20/2016	4/25/2019	77.70	400.00	6/30/2023	0.131	1497	195.92	673.62
RP-2019-353740 AR001563	4/18/2018	8/13/2019	41.25	100.00	6/30/2023	0.039	1387	53.68	194.93
RP-2019-353740 AR001767	5/10/2018	8/13/2019	41.25	100.00	6/30/2023	0.039	1387	53.68	194.93
RP-2019-353740 AR001969	6/6/2018	8/13/2019	41.25	100.00	6/30/2023	0.039	1387	53.68	194.93
RP-2019-353740 AR002183	7/9/2018	8/13/2019	41.25	100.00	6/30/2023	0.039	1387	53.68	194.93
RP-2019-353740 AR002463	8/13/2018	8/13/2019	27.50	100.00	6/30/2023	0.035	1387	48.45	175.95
RP-2019-353740 AR002631	9/11/2018	8/13/2019	41.25	100.00	6/30/2023	0.039	1387	53.68	194.93
RP-2019-353740 AR002911	11/21/2018	8/13/2019	41.25	100.00	6/30/2023	0.039	1387	53.68	194.93
RP-2019-353740 AR003189	1/22/2019	8/13/2019	41.25	100.00	6/30/2023	0.039	1387	53.68	194.93
RP-2019-490720 AR003799	6/11/2019	11/5/2019	41.25	100.00	6/30/2023	0.039	1303	50.42	191.67
RP-2019-490720 AR003899	6/24/2019	11/5/2019	41.25	100.00	6/30/2023	0.039	1303	50.42	191.67
RP-2019-469225 AR004254	8/19/2019	10/23/2019	41.25	100.00	6/30/2023	0.039	1316	50.93	192.18
RP-2019-478719 AR004652	10/21/2019	10/29/2019	41.25	100.00	6/30/2023	0.039	1310	50.70	191.95

NO LIEN AR004804	11/14/2019	41.25	100.00	6/30/2023	0.039	1294	50.08	191.33
NO LIEN AR004929	12/12/2019	41.25	100.00	6/30/2023	0.039	1266	48.99	190.24
RP-2020-244709 AR005055	1/13/2020 6/9/2020	41.25	100.00	6/30/2023	0.039	1234	47.75	189.00
NO LIEN AR005232	2/27/2020	41.25	100.00	6/30/2023	0.039	1189	46.01	187.26
RP-2020-210032 AR005505	5/1/2020 5/19/2020	41.25	100.00	6/30/2023	0.039	1107	42.84	184.09
RP-2021-434042 AR006522	10/12/2020 8/2/2021	41.25	100.00	6/30/2023	0.039	667	25.81	167.06
RP-2021-434042 AR006695	11/5/2020 8/2/2021	41.25	100.00	6/30/2023	0.039	667	25.81	167.06
RP-2021-434042 AR006836	12/8/2020 8/2/2021	41.25	100	6/30/2023	0.039	667	25.81	167.06
RP-2021-434041 AR006983	1/14/2021 8/2/2021	41.25	100.00	6/30/2023	0.039	667	25.81	167.06
NO LIEN AR007406	4/8/2021	30.50	100.00	6/30/2023	0.036	783	27.99	158.49
NO LIEN AR007572	5/10/2021	30.50	100.00	6/30/2023	0.036	751	26.85	157.35
RP-2021-667579 AR007732	6/4/2021 11/19/2021	30.50	100.00	6/30/2023	0.036	558	19.95	150.45
RP-2022-177692 AR007999	7/7/2021 4/4/2022	30.50	100.00	6/30/2023	0.036	422	15.09	145.59
RP-2022-177692 AR008161	8/2/2021 4/4/2022	30.50	100.00	6/30/2023	0.036	422	15.09	145.59
RP-2022-187867 AR008370	9/2/2021 4/8/2022	30.50	100.00	6/30/2023	0.036	418	14.94	145.44
RP-2022-187867 AR008403	9/8/2021 4/8/2022	30.50	100.00	6/30/2023	0.036	418	14.94	145.44
TOTALS		3,199.70					9,228.53	21,952.23

Regular Mail / Overnight
City of La Porte
Attn: Accounting Division
604 W. Fairmont Parkway
La Porte, Texas 77571

If you have any questions, please call
Paula Bradstreet, 281-470-5039 or
Email BradstreetP@laportetx.gov

ADMIN FEE 105.00
TOTAL DUE 22,057.23

****Please note, Release of Lien will be prepared by City of La Porte once payment has been received. Original Release is sent to title company for recording.**



FOR: Tax Roll Owner City of La Porte Customer # C00001043
HCAD # 024-199-032-0001
Legal: LTS 1 THRU 24 BLK 1132
LA PORTE
Address: 0 S HIGHWAY 146
Payoff Date 6/30/2023
0.1000

File No.	INVOICE No.	INVOICE DATE	Recording Date	mowing amount	admin fee	Good Thru Payoff Date	Annun Interest	Days Outstanding	Total of Interest	Total Due
20080132268	2076	9/18/2007	3/18/2008	172.00		6/30/2023	0.047	5552	261.63	433.63
20090323069	3939	11/11/2008	7/20/2009	60.20	200.00	6/30/2023	0.071	5063	360.93	621.13
20100044215	5935	6/23/2009	2/3/2010	68.80	100.00	6/30/2023	0.046	4865	224.99	393.79
20100239314	7546	10/2/2009	6/8/2010	68.80	150.00	6/30/2023	0.060	4740	284.14	502.94
20110077615	8463	7/14/2010	2/24/2011	68.80	100.00	6/30/2023	0.046	4479	207.14	375.94
20110140479	8875	10/19/2010	4/7/2011	68.88	200.00	6/30/2023	0.074	4437	326.85	595.73
20110140479	8937	10/28/2010	4/7/2011	68.88	200.00	6/30/2023	0.074	4437	326.85	595.73
20110224721	9164	12/21/2010	6/2/2011	68.88	400.00	6/30/2023	0.128	4381	562.78	1,031.66
20110428246	9584	5/4/2011	10/11/2011	68.80	100.00	6/30/2023	0.046	4250	196.55	365.35
20120516059	10564	12/28/2011	11/6/2012	68.88	218.88	6/30/2023	0.079	3858	304.16	591.92
20130090384	11313	6/21/2012	2/27/2013	68.80	100.00	6/30/2023	0.046	3745	173.19	341.99
20130176454	11492	7/30/2012	4/16/2013	68.80	150.00	6/30/2023	0.060	3697	221.62	440.42
20130380016	11934	11/19/2012	7/29/2013	68.80	200.00	6/30/2023	0.074	3593	264.60	533.40
20130399682	12150	12/6/2012	8/7/2013	68.80	400.00	6/30/2023	0.128	3584	460.32	929.12
20150505004	14534	8/21/2014	11/5/2015	68.84	100.00	6/30/2023	0.046	2764	127.86	296.70
20150505004	14680	9/19/2014	11/5/2015	68.84	100.00	6/30/2023	0.046	2764	127.86	296.70
20150505004	15066	9/30/2014	11/5/2015	68.88	400.00	6/30/2023	0.128	2764	355.06	823.94
RP-2016-162855	15945	6/11/2015	4/20/2016	68.84	100.00	6/30/2023	0.046	2597	120.13	288.97

RP-2016-359221	16254	7/17/2015	8/15/2016	68.88	400.00	6/30/2023	0.128	2480	318.58	787.46
RP-2016-359221	16468	8/25/2015	8/15/2016	74.00	400.00	6/30/2023	0.130	2480	322.06	796.06
RP-2016-359220	16935	10/22/2015	8/15/2016	68.88	400.00	6/30/2023	0.128	2480	318.58	787.46
RP-2016-359220	17155	10/22/2015	8/15/2016	68.88	400.00	6/30/2023	0.128	2480	318.58	787.46
RP-2016-359220	1605553	12/3/2015	8/15/2016	68.88	400.00	6/30/2023	0.128	2480	318.58	787.46
RP-2016-359219	1608077	2/8/2016	8/15/2016	68.88	400.00	6/30/2023	0.128	2480	318.58	787.46
RP-2017-501501	1611021	5/18/2016	11/15/2017	68.88	100.00	6/30/2023	0.046	2569	118.86	287.74
RP-2017-501501	1611072	5/19/2016	11/15/2017	68.88	150	6/30/2023	0.060	2568	154.00	372.88
RP-2019-168052	18902	3/17/2017	4/25/2019	72.32	400.00	6/30/2023	0.129	1497	193.72	666.04
NO LIEN	AR000506	9/22/2017		72.32	200.00	6/30/2023	0.075	2077	154.96	427.28
RP-2019-353740	AR001564	4/18/2018	8/13/2019	94.60	100.00	6/30/2023	0.053	1387	73.95	268.55
RP-2019-353740	AR001768	5/10/2018	8/13/2019	94.60	100.00	6/30/2023	0.053	1387	73.95	268.55
RP-2019-353740	AR001970	6/6/2018	8/13/2019	94.60	100.00	6/30/2023	0.053	1387	73.95	268.55
RP-2019-355034	AR002184	7/9/2018	8/13/2019	94.60	100.00	6/30/2023	0.053	1387	73.95	268.55
RP-2019-355034	AR002464	8/13/2018	8/13/2019	94.60	100.00	6/30/2023	0.053	1387	73.95	268.55
RP-2019-355034	AR002632	9/11/2018	8/13/2019	94.60	100.00	6/30/2023	0.053	1387	73.95	268.55
RP-2019-355034	AR002912	11/21/2018	8/13/2019	94.60	100.00	6/30/2023	0.053	1387	73.95	268.55
RP-2019-355034	AR003190	1/22/2019	8/13/2019	94.60	100.00	6/30/2023	0.053	1387	73.95	268.55
RP-2019-469225	AR003800	6/11/2019	10/29/2019	94.60	100.00	6/30/2023	0.053	1310	69.84	264.44
RP-2019-469225	AR003900	6/24/2019	10/29/2019	94.60	100.00	6/30/2023	0.053	1310	69.84	264.44
RP-2019-478719	AR004255	8/19/2019	10/19/2019	94.60	100.00	6/30/2023	0.053	1320	70.38	264.98
RP-2019-490720	AR004364	9/4/2019	11/5/2019	94.60	100.00	6/30/2023	0.053	1303	69.47	264.07
RP-2019-490720	AR004653	10/21/2019	11/5/2019	94.60	100.00	6/30/2023	0.053	1303	69.47	264.07
RP-2020-210032	AR004805	11/14/2019	5/19/2020	94.60	100.00	6/30/2023	0.053	1107	59.02	253.62

RP-2020-210032	AR004930	12/12/2019	5/19/2020	94.60	100.00	6/30/2023	0.053	1107	59.02	253.62
NO LIEN	AR005057	1/13/2020		94.60	100.00	6/30/2023	0.053	1234	65.79	260.39
NO LIEN	AR005227	2/27/2020		94.60	100.00	6/30/2023	0.053	1189	63.39	257.99
RP-2020-210032	AR005475	4/8/2020	5/19/2020	94.60	100.00	6/30/2023	0.053	1107	59.02	253.62
RP-2020-244709	AR005506	5/1/2020	6/9/2020	94.60	100.00	6/30/2023	0.053	1086	57.90	252.50
RP-2020-294925	AR006007	6/18/2020	7/6/2020	94.60	100.00	6/30/2023	0.053	1059	56.46	251.06
RP-2021-434042	AR006519	10/12/2020	8/2/2021	94.60	100.00	6/30/2023	0.053	667	35.56	230.16
RP-2021-434042	AR006696	11/5/2020	8/2/2021	94.60	100.00	6/30/2023	0.053	667	35.56	230.16
RP-2021-434042	AR006837	12/8/2020	8/2/2021	94.60	100.00	6/30/2023	0.053	667	35.56	230.16
NO LIEN	AR006984	1/14/2021		94.60	100.00	6/30/2023	0.053	867	46.22	240.82
RP-2021-667580	AR007407	4/8/2021	11/19/2021	54.00	100.00	6/30/2023	0.042	558	23.54	177.54
RP-2021-667580	AR007573	5/10/2021	11/19/2021	54.00	100.00	6/30/2023	0.042	558	23.54	177.54
RP-2021-667579	AR007733	6/4/2021	11/19/2021	54.00	100.00	6/30/2023	0.042	558	23.54	177.54
RP-2022-177692	AR008000	7/7/2021	4/4/2022	54.00	100.00	6/30/2023	0.042	422	17.80	171.80
RP-2022-177692	AR008162	8/2/2021	4/4/2022	54.00	100.00	6/30/2023	0.042	422	17.80	171.80
RP-2022-187867	AR008371	9/2/2021	4/8/2022	54.00	100.00	6/30/2023	0.042	418	17.64	171.64
RP-2022-187867	AR008404	9/8/2021	4/8/2022	54.00	100.00	6/30/2023	0.042	418	17.64	171.64
TOTALS				4,682.72					9,098.78	23,350.38

Regular Mail / Overnight
City of La Porte
Attn: Accounting Division
604 W. Fairmont Parkway
La Porte, Texas 77571

If you have any questions, please call
Paula Bradstreet, 281-470-5039 or
Email BradstreetP@laportetx.gov

Admin Fee
TOTAL DUE

105.00
23,455.38

***Please note, Release of Lien will be prepared by City of La Porte once payment has been received. Original Release is sent to title company for recording.*



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2023

Requested By: Teresa Evans, Director

Department: Planning & Development

☐ Report ☐ Resolution ☒ Ordinance

Exhibits: Ordinance 2023-3941, P & Z Letter of Recommendation, Area Map, Zoning Map, Future Land Use Map, Returned Comment Sheets, and Application.

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

This item is a request by Hector Rubio of J. Morales Inc., applicant, on behalf of Barry Seabranck, owner, for approval of Special Conditional Use Permit (SCUP) 23-91000002. The property is located near the northeastern corner of Canada Dr. and W. Fairmont Pkwy. The applicant is proposing a miniwarehouse/self-storage facility on the site. The property is zoned General Commercial (GC). The proposed use requires the approval of a SCUP in the GC zoning district.

As part of the requirements of the SCUP submittal, the applicant has provided staff with the proposed general plan for the overall development. The general plan shows that the project will include a total of seven (7) individual buildings, storage space for boats and recreational vehicles, and a detention facility. The development will be constructed in multiple phases.

As part of the SCUP approval process, staff and the Planning and Zoning Commission have recommended seventeen (17) conditions of approval. The recommended conditions are as follow:

1. A site development plan shall be submitted in accordance with applicable requirements of the City of La Porte's Development Ordinance and shall comply with all provisions of Chapter 106, "Zoning" of the City's Code of Ordinances and all other department reviews and applicable laws and ordinances of the City of La Porte and the State of Texas.
2. The underlying zoning is General Commercial. All GC zoning and development requirements will need to be met, outside of any conditions listed below.
3. Permitted use is limited to Boat and RV Storage, which falls under NAICS #531130-Lessors of Miniwarehouses and Self-Storage Units. No other uses permitted under this NAICS, besides Boat and RV Storage, is permitted.

4. At no time can commercial motor vehicles, trucks, or trailers, be parked or stored on site. Use is limited to personal boats and recreational vehicles.
5. Perimeter fencing must be constructed of either masonry, wrought iron, or decorative tubular steel. Use of chain-link, wood, or barbed wire is prohibited.
6. Perimeter fencing must 8' tall.
7. Security cameras must be installed and maintained throughout the lifetime of the development.
8. Onsite lighting must be hooded and include motion sensors to limit light pollution on existing properties.
9. Access to the site must be limited to the hours of 7:00 AM – 9:00 PM. No afterhours access shall be granted to any lessor.
10. No modular or temporary structures, include shipping containers, may be utilized on site at any time for any purpose.
11. Banner signs meant to be temporary in nature are prohibited on site. All signage advertising the business must be permanent in nature and construction.
12. All onsite paving must consist of concrete. Asphalt, chip seal, or any other material is not permitted.
13. All onsite detention and drainage are required to discharge into the existing drainage channel east of the property.
14. Drainage calculations must follow Harris County requirements.
15. A minimum five (5) foot landscape strip shall be required along the northern and eastern property lines to act as a buffer from adjacent properties. Any existing vegetation within this strip must remain.
16. All necessary documentation for building permit review must be submitted in conjunction with the city's building permit application process for any proposed building improvements.
17. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, "Zoning" of the City's Code of Ordinances.

The Planning & Zoning Commission held a public hearing on this item at their May 18, 2023, regular meeting. For the public hearing, staff mailed twenty-two (22) public notices to property owners located within 300 feet of the subject property as well as representatives from the Pecan Crossings Homeowners Association. Staff received two (2) returned comment sheets in opposition to the proposed project. Copies of the comment sheets have been included in this packet.

The Commission voted on a motion to recommend approval of the SCUP request, as presented with the seventeen (17) conditions. The vote was 7-1, and the motion to recommend approval carried. Commissioner Ojeda was the dissenting vote.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Ordinance 2023-3941 for SCUP request #23-91000002, to allow for a miniwarehouse/self-storage use to locate in the General Commercial (GC) Zoning District on an 8.03-acre tract of land located at the 9100 block of Fairmont Pkwy., legally described as Tract 713, La Porte Outlots, Harris County, Texas.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2023-3941

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, CHAPTER 106, MORE COMMONLY REFERRED TO AS THE ZONING ORDINANCE OF THE CITY OF LA PORTE, BY GRANTING SPECIAL CONDITIONAL USE PERMIT NO. 23-91000002, TO ALLOW FOR A MINIWAREHOUSE/SELF-STORAGE USE IN THE GENERAL COMMERCIAL (GC) ZONING DISTRICT, ON AN 8.03-ACRE TRACT OF LAND LOCATED AT THE 9100 BLOCK OF FAIRMONT PKWY.; LEGALLY DESCRIBED AS TRACT 713, LA PORTE OUTLOTS, HARRIS COUNTY, TEXAS; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THE ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF;

WHEREAS, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing regulation of land use, structures, businesses, and related activities, and that such rules and regulations as adopted by the City promote the safe, orderly, and healthful development of the City; and

WHEREAS, on May 18, 2023, the La Porte Planning and Zoning Commission conducted a public hearing regarding a request to grant Special Conditional Use Permit No. 23-91000002 to allow for a miniwarehouse/self-storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 block of Fairmont Pkwy.; legally described as Tract 713, La Porte Outlots, Harris County, Texas, following lawful publication of the notice of said public hearing; and

WHEREAS, on May 18, 2023, after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission recommended that the request to grant Special Conditional Use Permit No. 23-91000002 to allow for a miniwarehouse/self-storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 block of Fairmont Pkwy.; legally described as Tract 713, La Porte Outlots, Harris County, Texas, be approved; and

WHEREAS, on June 26, 2023, the City Council of the City of La Porte conducted a public hearing regarding a request to grant Special Conditional Use Permit No. 23-91000002 to allow for a miniwarehouse/self-storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 block of Fairmont Pkwy.; legally described as Tract 713, La Porte Outlots, Harris County, Texas; and

WHEREAS, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code and the Code of Ordinance of the City of La Porte, Texas, concerning public notices, hearings and other procedural matters have been fully met; and

WHEREAS, the City Council desires that the request to Special Conditional Use Permit No. 23-91000002 to allow for a miniwarehouse/self-storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 block of Fairmont Pkwy.; legally described as Tract 713, La Porte Outlots, Harris County, Texas be approved;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS:

- Section 1.** All of the facts recited in the preamble to this ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference.
- Section 2.** Chapter 106 “Zoning” of the Code of Ordinances is hereby amended by granting Special Conditional Use Permit No. 23-91000002 to allow for a miniwarehouse/self-storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 block of Fairmont Pkwy.; legally described as Tract 713, La Porte Outlots, Harris County, Texas, and situated within the GC zoning district.
- Section 3.** All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.
- Section 4.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.
- Section 5.** The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, TX. Gov’t Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.
- Section 6.** The City Council of the City of La Porte hereby finds that public notice was properly mailed to all owners of all properties located within three hundred feet (300’) of the properties under consideration.
- Section 7.** The City Council of the City of La Porte hereby finds, determines, and declares that all prerequisites of law have been satisfied and hereby determines and declares that the amendments to the City of La Porte Zoning Classification contained in this Ordinance as amendments thereto are desirable and in furtherance of the goals and objectives stated in the City of La Porte’s Comprehensive Plan.
- Section 8.** Any person, as defined in Section 1.07 (27), Texas Penal Code, who shall violate any provision of the ordinance, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed TWO THOUSAND DOLLARS (\$2000.00).

Section 9. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance.

PASSED AND APPROVED this, the 26th day of JUNE, 2023.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

APPROVED:

Lee Woodward, City Secretary

Clark Askins, Assistant City Attorney



EXHIBIT A

City of La Porte Special Conditional Use Permit #23-91000002

Applicant: Barry Seabbranch
Owner or Agent

171 Meadow Grove Conroe, TX 77384
Address

Development Name/Type: Miniwarehouse/Self-storage

Location: 9100 Block of W. Fairmont Pkwy. (Canada and W. Fairmont)

Legal Description: Tract 713, La Porte Outlots, Harris County, TX

Zoning: General Commercial (GC)

Use: Miniwarehouse/Self-storage

Permit Conditions:

This Special Conditional Use Permit (SCUP) is applicable for the subject property, a copy of which shall be maintained in the files of the City's Planning and Development Department upon approval. Project development shall be in accordance with the following conditions:

1. A site development plan shall be submitted in accordance with applicable requirements of the City of La Porte's Development Ordinance and shall comply with all provisions of Chapter 106, "Zoning" of the City's Code of Ordinances and all other department reviews and applicable laws and ordinances of the City of La Porte and the State of Texas.
2. The underlying zoning is General Commercial. All GC zoning and development requirements will need to be met, outside of any conditions listed below.
3. Permitted use is limited to Miniwarehouse and self-storage, which falls under NAICS #531130- Lessors of Miniwarehouses and Self-Storage Units. No other uses permitted under this NAICS, besides Boat and RV Storage, is permitted.
4. At no time can commercial motor vehicles, trucks, or trailers, be parked or stored on site. Use is limited to personal boats and recreational vehicles.
5. Perimeter fencing must be constructed of either masonry, wrought iron, or decorative tubular steel. Use of chain-link, wood, or barbed wire is prohibited.
6. Perimeter fencing must 8' tall.
7. Security cameras must be installed and maintained throughout the lifetime of the development.
8. Onsite lighting must be hooded and include motion sensors to limit light pollution on existing properties.
9. Access to the site must be limited to the hours of 7:00 AM – 9:00 PM. No afterhours access shall be granted to any lessor.
10. No modular or temporary structures, include shipping containers, may be utilized on site at any time for any purpose.
11. Banner signs meant to be temporary in nature are prohibited on site. All signage advertising the business must be permanent in nature and construction.

12. All onsite paving must consist of concrete. Asphalt, chip seal, or any other material is not permitted.
13. All onsite detention and drainage is required to discharge into the existing drainage channel east of the property.
14. Drainage calculations must follow Harris County requirements.
15. A minimum five (5) foot landscape strip shall be required along the northern and eastern property lines to act as a buffer from adjacent properties. Any existing vegetation within this strip must remain.
16. All necessary documentation for building permit review must be submitted in conjunction with the city's building permit application process for any proposed building improvements.
17. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, "Zoning" of the City's Code of Ordinances.

If contract or agreement is terminated after completion of any stage and there is ample evidence that further development is not contemplated, the ordinance establishing such special conditional use permit may be rescinded by the City Council, upon its own motion or upon the recommendation of the Planning and Zoning Commission of the City of La Porte, and the previous zoning of the entire tract shall be in full effect on the portion which is undeveloped.

Validation Date: _____

Director of Planning and Development

City Secretary



June 7, 2023

Honorable Mayor Rigby and City Council
City of La Porte

RE: Special Conditional Use Permit Request #23-91000002

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a regular meeting on May 18, 2023, to hear a Special Conditional Use Permit (SCUP) request by Hector Rubio of J. Morales Inc., applicant, on behalf of Barry Seabranh, owner. The request is for approval of a SCUP to allow for a Miniwarehouse/Self Storage use in the General Commercial (GC) zoning district, on a 8.03-acre tract of land located at the 9100 Block of W. Fairmont Pkwy., legally described as Tract 713, La Porte Outlots, Harris County, Texas.

For the public hearing, staff mailed twenty-two (22) public notices to property owners located within 300 feet of the subject property as well as to representatives of the Pecan Crossing Homeowners Association. Staff received two (2) returned comment sheets in opposition to the proposed request.

The Commission voted on a motion to recommend approval of the proposed SCUP, as presented with an additional condition requiring a minimum five (5) foot landscape buffer along the north and east boundary of the lot. The vote was 7-1, and the motion to recommend approval carried. Commissioner Ojeda was the dissenting vote.

Respectfully submitted,


Hal Lawler, Chairman
Planning and Zoning Commission

Area Map

SCUP
#23-91000002

Canada and Fairmont

Legend

 Subject Tract

This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 185 feet




MAY 2023
PLANNING DEPARTMENT

Zoning Map

SCUP
#23-91000002

Canada and Fairmont

Legend

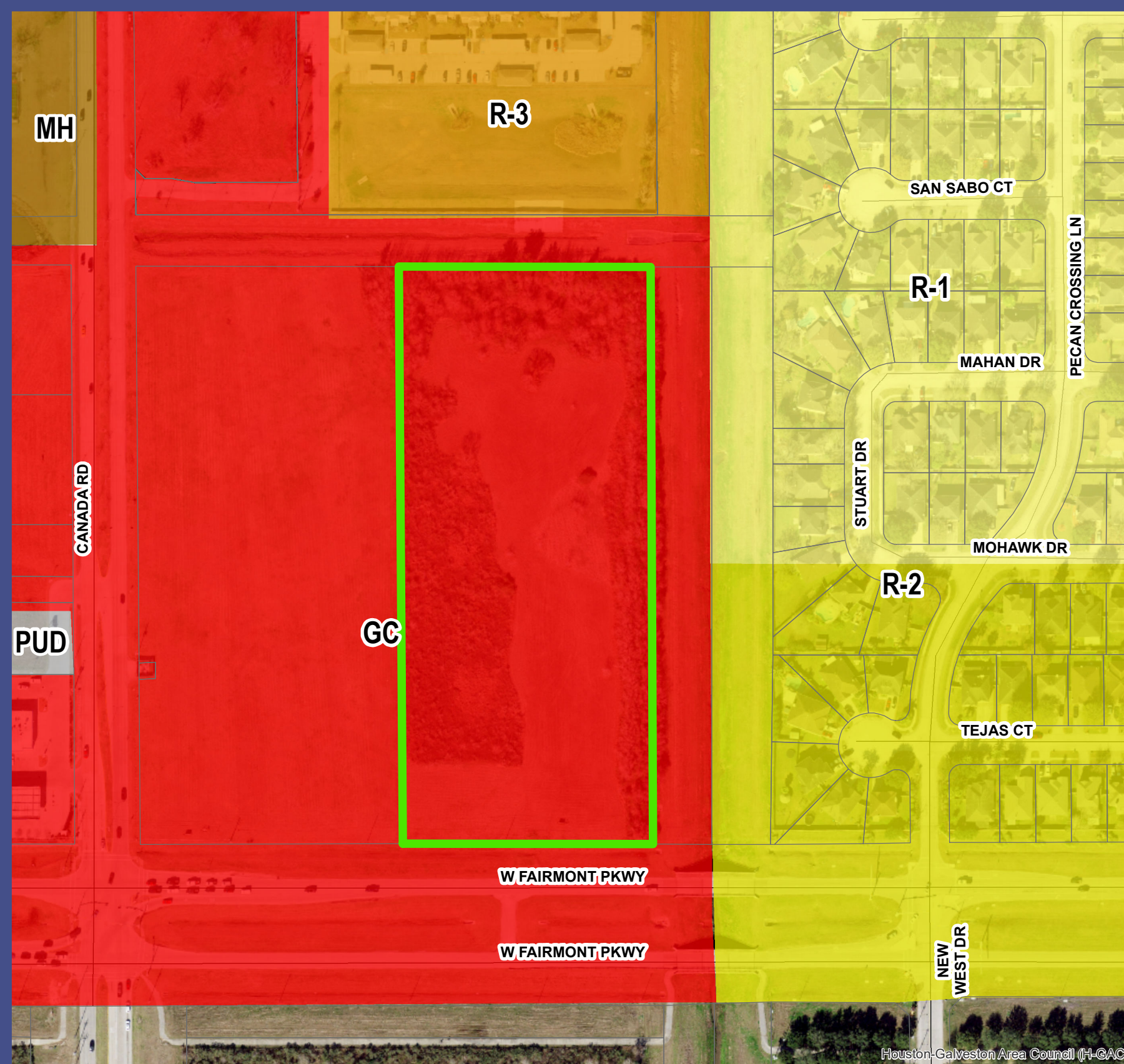
 Subject Tract

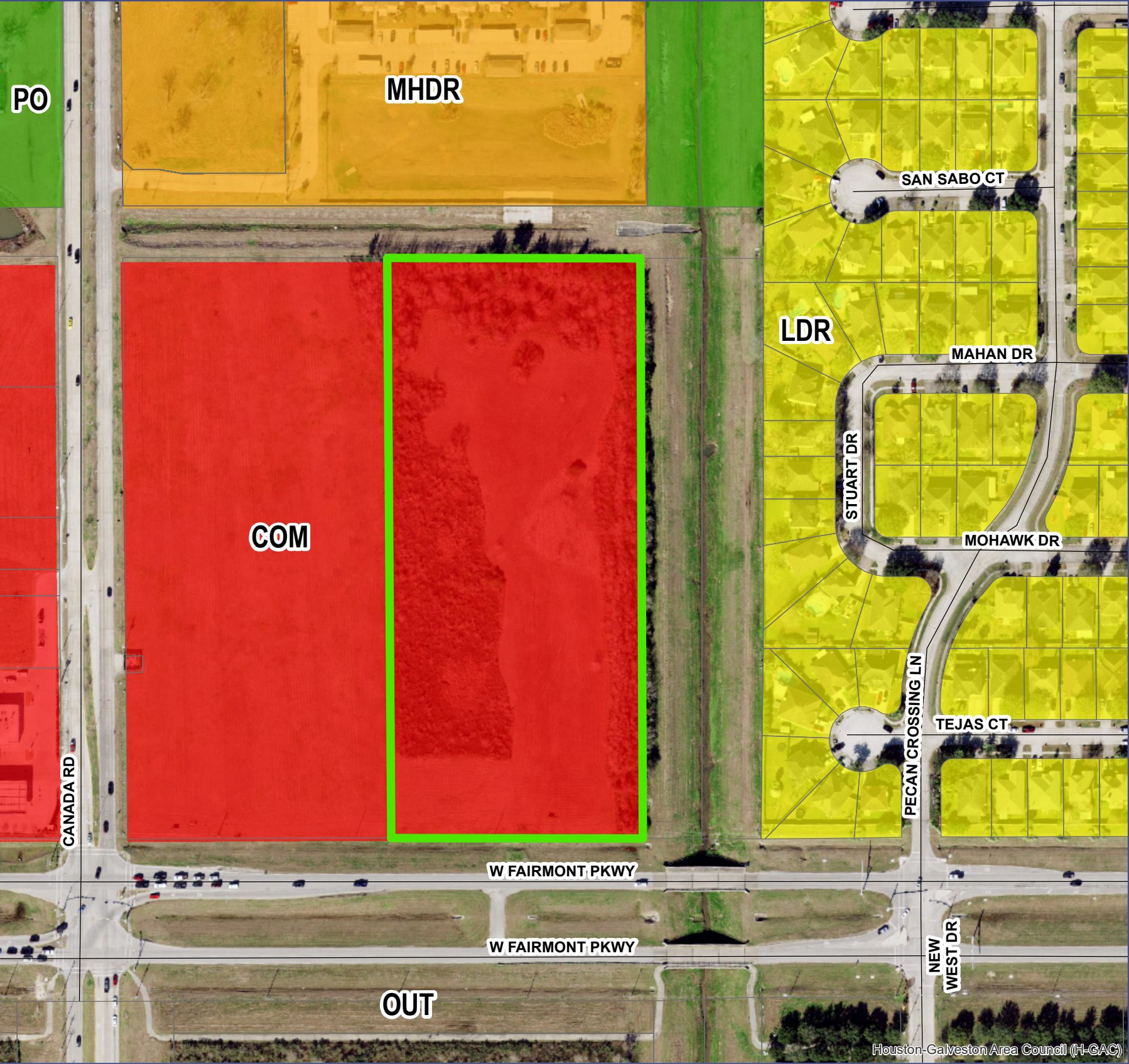
This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 185 feet



MAY 2023
PLANNING DEPARTMENT






FLUP Map

SCUP
#23-91000002

Canada and Fairmont

Legend

 Subject Tract

This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 185 feet



MAY 2023
PLANNING DEPARTMENT



Planning and Zoning
Commission

NOTICE OF A PUBLIC HEARING

Scheduled For **MAY 18, 2023**, 6:00 PM City Council Chambers

COMMENT SHEET FOR:

SCUP #23-910000002

I have received notice of the above referenced public hearing.

I am in **FAVOR** of granting this request for the following reasons:

I am **OPPOSED** to granting this request for the following reasons:

OPPOSED. PLEASE SEE
ATTACHED.

JOHN BLAKEMORE 9209 MAHAN DR
Name (please print) Address
John Blakemore LA PORTE, TX 77571
Signature City, State, Zip

*Comment sheets can be returned via mail using the provided self-addressed envelope, by email to clowesi@laportetx.gov, or in person at City Hall.



Pecan Crossing Home Owners Association

To the Planning and Zoning Board

I am John Blakemore and I live at 9209 Mahan Drive in La Porte. I am and have been the President of the Pecan Crossing Homeowner's Association for the last 25 years. I represent 253 homes in that Subdivision. I also speak for myself as my home back yard is along the Spring Gully Flood Control district and is in direct sight to this property being considered.

I have hopefully learned the things that these residents are passionate about. Most of their concerns regarding the surrounding lands are two things which are **noise** and **unattractiveness**.

The land in question was once a thickly forested area. Canada Road was developed and the owners of this property clear cut the land for future sale. Our noise levels have increased substantially. Fairmont Parkway and Canada Road have become havens for loud trucks, crotch rockets and modified exhaust systems with frequent drag racing in the late evening hours. Our only buffer from that noise over the Spring Gully county drainage ditch between us and the proposed facility is an approximately 15 ft. wide tree line along the east side of the land being considered for development. This shields the "ugly" and somewhat buffers the "noise" that resonates from Fairmont Parkway and Canada Road; not to mention the potential industrial sounds that will likely come from a rumored warehouse just west of this property that we hear is being considered.

While we understand that land owners need to utilize and profit from their properties, we are **ADAMANTLY AGAINST** approval of this project **UNLESS** the developer will agree to leave that existing tree line untouched to shield our view of a potentially less than attractive property and to reduce the increasing noise level that our neighborhood residents find unacceptable. We will not object if this tree line is left untouched. Our resistance to this project otherwise will continue loudly. I may speak at the meeting but wanted to file this letter as I find microphones and podiums un-nerving. Thanks for your time and consideration

John B. Blakemore
President, Pecan Crossing Home Owner's Association
c/o Hammack & Associates
10510 Spencer Hwy
La Porte, Texas 77571



Planning and Zoning
Commission

NOTICE OF A PUBLIC HEARING

Scheduled For **MAY 18, 2023**, 6:00 PM City Council Chambers

COMMENT SHEET FOR:

SCUP #23-910000002

I have received notice of the above referenced public hearing.

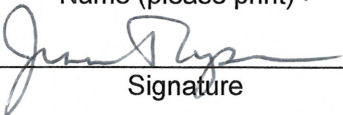
I am in **FAVOR** of granting this request for the following reasons:

I am **OPPOSED** to granting this request for the following reasons:

increased potential for flooding due to removal of
more vegetation; potential for increased crime; more
traffic; too close to neighborhood

Jessica Thompson

Name (please print)



Signature

9212 Mohawk Dr

Address

La Porte Tx 77571

City, State, Zip

*Comment sheets can be returned via mail using the provided self-addressed envelope, by email to clowesi@laportetx.gov, or in person at City Hall.



Special Conditional Use Permit Application

Planning and Development Department

PROJECT INFORMATION

Address where SCUP is being requested: 0 Fairmont Pkwy. La Porte, TX, 77571

Legal description where SCUP is being requested: TR 713 LA PORTE OUTLOTS

HCAD Parcel Number where SCUP is being requested: 0231460000713

Zoning District: GC

Lot area: 349,700 SF

A request for approval of a Special Conditional Use Permit is hereby made to the City of La Porte.

Description of Request: Approval of SCUP for development of self-storage in GC zone

Attached hereto is a Project Description Letter describing the project and outlining the reasons why such SCUP should be approved.

PROPERTY OWNER(S) INFORMATION

Name: Barry Seabranh

Company (if applicable): _____

Address: 171 Meadow Grove

City: Conroe

State: TX

Zip: 77384

Phone: 281-705-3458

Email: seabranhb@gmail.com

AUTHORIZED AGENT (If other than owner)

Name: Hector Rubio

Company (if applicable): J. Morales Inc.

Address: 102 Munger St

City: Pasadena

State: TX

Zip: 77506

Phone: 713-947-6606

Email: h.rubio@jmoralesinc.com

OWNER(S) & AGENT CERTIFICATION

I hereby depose and state under the penalties of perjury that all statements, proposals and/or plans submitted with/or contained in this application are true and correct and the application is complete to the best of my knowledge and belief.

Agent's Signature: 

Date: 04/04/2023

Owner(s)' Signature(s): 

Date: 04/04/2023

STAFF USE ONLY:

Case Number: 23-91000002

Date Application Received:

4.11.2023



Special Conditional Use Permit Application

Planning and Development Department

604 West Fairmont Parkway

La Porte, Texas 77571

281-470-5057

OVERVIEW

Approval of a Special Conditional Use Permit (SCUP) is required under the following circumstances:

1. To consider approval of certain uses identified as "Conditional Uses" in the city's Commercial and Industrial Use table (Section 106-310 of City of La Porte Code of Ordinances) and Residential Use table (Section 106-331).
2. When developing property in a Planned Unit Development (PUD) zone district, consideration of a SCUP is required in accordance with Section 106-659 of the Code of Ordinances.

SCUP requests are reviewed by the Planning and Zoning Commission as a public hearing. The Commission consists of residents of the community appointed by City Council. The Commission meets on the third Thursday of every month, as necessary. The Commission will forward a recommendation to the City Council for final consideration.

SUBMITTAL REQUIREMENTS

The following application package must be submitted to the Planning and Development Department at least three (3) weeks prior to the desired hearing date.

- ☒ Completed **application form**.
- ☒ **Application fee** of \$400; nonrefundable.
- ☒ **Site plan, conceptual site plan or general plan**, drawn to scale and dimensioned to show the location of proposed improvements for the development.
- ☒ **Project description/justification letter** that thoroughly explains what is being requested and why such SCUP should be approved by the Planning and Zoning Commission and City Council.
- ☒ **Affidavit of posting** fully executed that ensures the applicant will post the required public hearing sign on the property for at least 10 days prior to the Planning and Zoning Commission meeting date. Such sign will be provided by the Planning and Development Department.

PROCESS

- Upon receipt of a complete application package by the Planning and Development Department, the SCUP request will be scheduled for the next available Planning and Zoning Commission meeting date as a public hearing.
- The Planning and Development Department will provide the applicant with a Notice of Public Hearing sign that must be posted on the property where the SCUP is being requested. The sign must be posted on the property visible and within 20 feet from the abutting street for a minimum of 10 days before the scheduled public hearing.
- The Planning and Development Department will publish notice of the public hearing in the Bay Area Observer and at City Hall in conformance with legal requirements. Additionally, the city will send notice of the public hearing to all property owners within 200 feet of the subject property where the SCUP is being requested.



Special Conditional Use Permit Application

Planning and Development Department

AFFIDAVIT OF POSTING

PLANNING AND ZONING COMMISSION PUBLIC HEARING

STATE OF TEXAS

COUNTY OF HARRIS

CITY OF LA PORTE

The undersigned hereby duly swears on oath and says:

1. A public hearing sign was provided to me by the City of La Porte's Planning and Development Department. I hereby attest that said sign will be posted on the following described property, which is subject to the application:

ADDRESS: 0 Fairmont Pkwy. La Porte, TX. 77571

LEGAL DESCRIPTION: TR 713 LA PORTE OUTLOTS

2. In accordance with the provisions of Section 106-194 of the city's Code of Ordinances, I hereby attest that said sign will be posted on the described property for no less than fifteen (15) days prior to the scheduled public hearing; starting at least on the following date: 04/12/2023.
3. Said sign shall be placed on the property within 20 feet of the abutting street.
4. Said sign shall remain legible and visible for the entire fifteen (15) day posting period. If sign is damaged or missing, I hereby attest that I will contact the City of La Porte for a replacement sign.

Barry L. Seabrand

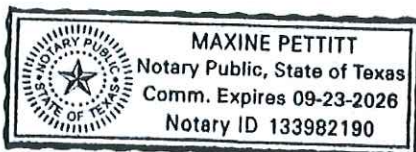
Applicant's Signature

Barry L. Seabrand

Applicant's Printed Name

Subscribed and sworn before me this 11th day of APRIL, 2023, by

BARRY SEABRAND (Print Applicant's Name).



(Seal)

MP Pettitt

Notary Public

My commission expires: 09-23-2026



City of La Porte
Planning and Development
604 W Fairmont Pkwy
La Porte, TX. 77571

March 27, 2023

Re: Special Conditional Use Permit Project (SCUP) Description & Justification Letter for Self-Storage Project at 0 Fairmont Pkwy, second lot east of Canada St.

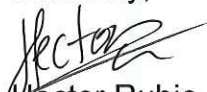
Planning and Zoning,

J. Morales Inc. representing Barry Seabranh (Property Owner) are requesting a SCUP for the development of a self mini storage at the address of 0 Fairmont Pkwy. La Porte, TX. 77571 second lot east of Canada St.

The property is currently zoned as General commercial and is a vacant lot. According to Table A in Sec. 106-310 the NAICS Code 531130 for Mini-warehouses and Self-Storage Units these should be zoned Conditional General Commercial.

The following project description and justification letter is intended to explain the need for a self-storage unit in the area, and the benefits it would bring to the community along with answers to some common questions.

Sincerely,


Hector Rubio, E.I.T.



Introduction:

Self-storage facilities provide an attractive solution to the growing need for temporary additional space for the residential market and for both small and large business. Selecting the right location for a storage facility is essential in providing good access to all potential customers and serving the community.

According to the feasibility study conducted for this project by Cutting Edge Self Storage Development on December 2022, a nationwide survey found that 10% of the population is currently using self-storage, and 22% have recently used self-storage, with others using it sometime in the past.

Property owner had a PAC meeting with city officials on December 13, 2022, to discuss the proposed use for the site as a self-storage facility and this was approved by the city to move forward. The specific question of zoning was brought up and the owner was told the location was conforming. Having a green light to move forward with this project the owner started investing time and money into the project. This included items like a survey, feasibility study, architectural design, engineering fees, attorney fees, monthly lease, etc. which have added to over \$83,000 so far.



Location:

The proposed location for this development is at 0 Fairmont Pkwy. which is the second lot east of Canada Street intersection. Both these streets are principal arterials. which would provide convenient access for the surrounding neighborhoods.

There is a direct truck route from Hwy 225 through Underwood Rd to Fairmont Pkwy. to the proposed facility. Fairmont Pkwy. is designated as a truck route according to the City of La Porte Planning and Development Department, which allows bigger box trucks coming in and out of the facility to not have to go through residential streets and neighborhoods. Residential neighborhoods would not be impacted by the traffic this development adds, but they would benefit from the storage facility. Also, a median cut already exists on Fairmont Pkwy. at this location which is adequate distance from the Canada St. / Fairmont Pkwy. location to alleviate any congestion to the intersection.



Demand:

Self-storage industry experienced professionals have developed supply and demand ratios based on factors such as individual population, households, and traffic counts. All of these were studied for the proposed area. Square feet per capita is the industry standard to measure self-storage demand with the national average currently at 6.2 square feet/capita. According to the feasibility study mentioned earlier the demand for self-storage units in this particular area is 301,481 square feet short of what is currently being supplied. Hence these units are expected to fill quickly as the community is currently underserved.

Property value:

People tend to prefer neighborhoods with a wide range of amenities and services when choosing a place to move. The presence of a self-storage unit can be one of those desirable amenities to relieve the stress of moving, serve the needs of a growing community and providing families options as their needs change over time. As a result we expect property values in the surrounding areas to increase, benefiting homeowners and local economy.



Safety:

Safety is a priority for any person storing their valuables and property as well as for the developer. The facility will be fully fenced and access will be controlled by electronic access gates. The office may be staffed during designated business hours and utilize cameras for security.

This location is outside of the flood zone giving the customers peace of mind that their valuables are not in a high-risk zone prone to flooding. Also, wide fire lanes are provided throughout the property to ensure ease of access for police and fire services.

Summary:


This project aims to provide convenient, safe, and accessible storage units to the underserved neighboring community. We believe the City Council should approve our Special Conditional Use Permit as we are making every effort to positively impact the community and invested a lot of time and money after having a green light from the city to move forward.

UPDATED
3-8-23

All drawn/written information and ideas appearing herein shall not be duplicated, disclosed or otherwise used without the express written consent of
ROBERT WALTERS
ARCHITECTURE + PLANNING

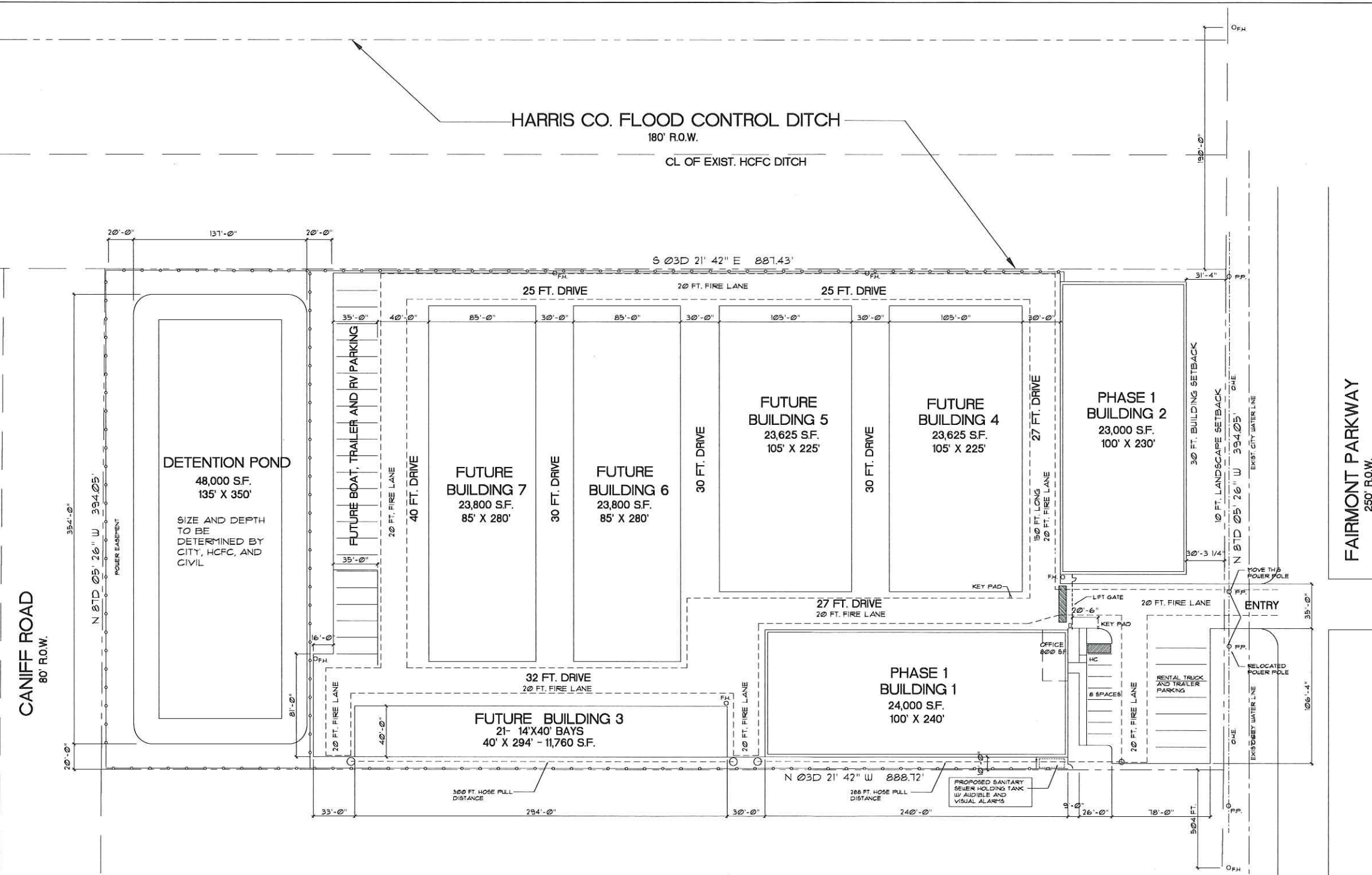
REVISIONS
NOT FOR REGULATOR*
APPROVAL
PERMITTING OR
CONSTRUCTION

A NEW SELF STORAGE FACILITY FOR
THE STORAGE VAULT
9101 FAIRMONT PARKWAY
LA PORTE, TEXAS 77571


Robert Walters
Architecture + Planning
P.O. Box 338, Stafford, Tx. 77497
(281) 565-3300

DRAWN
CC
CHECKED
RWV
DATE
MARCH 3, 2023
SCALE
1" = 30'-0"
JOB NO.
SHEET

A-1.1



 **SITE PLAN MASTER PLAN**

SCALE: 1" = 40'-0"

SCUP REQUEST

#23-91000002



9100 BLOCK OF W. FAIRMONT PKWY.

MINIWAREHOUSE/SELF-STORAGE FACILITY

PROPOSAL



- The applicant is requesting a SCUP to allow for a Miniwarehouse/Self-storage facility in the General Commercial (GC) zone.
- The proposed facility will be located on an 8.03-acre tract of land on W. Fairmont Pkwy. just east of Canada Rd.
- The site is currently undeveloped.



Area Map

SCUP
#23-91000002

Canada and Fairmont

Legend

 Subject Tract



This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 185 feet



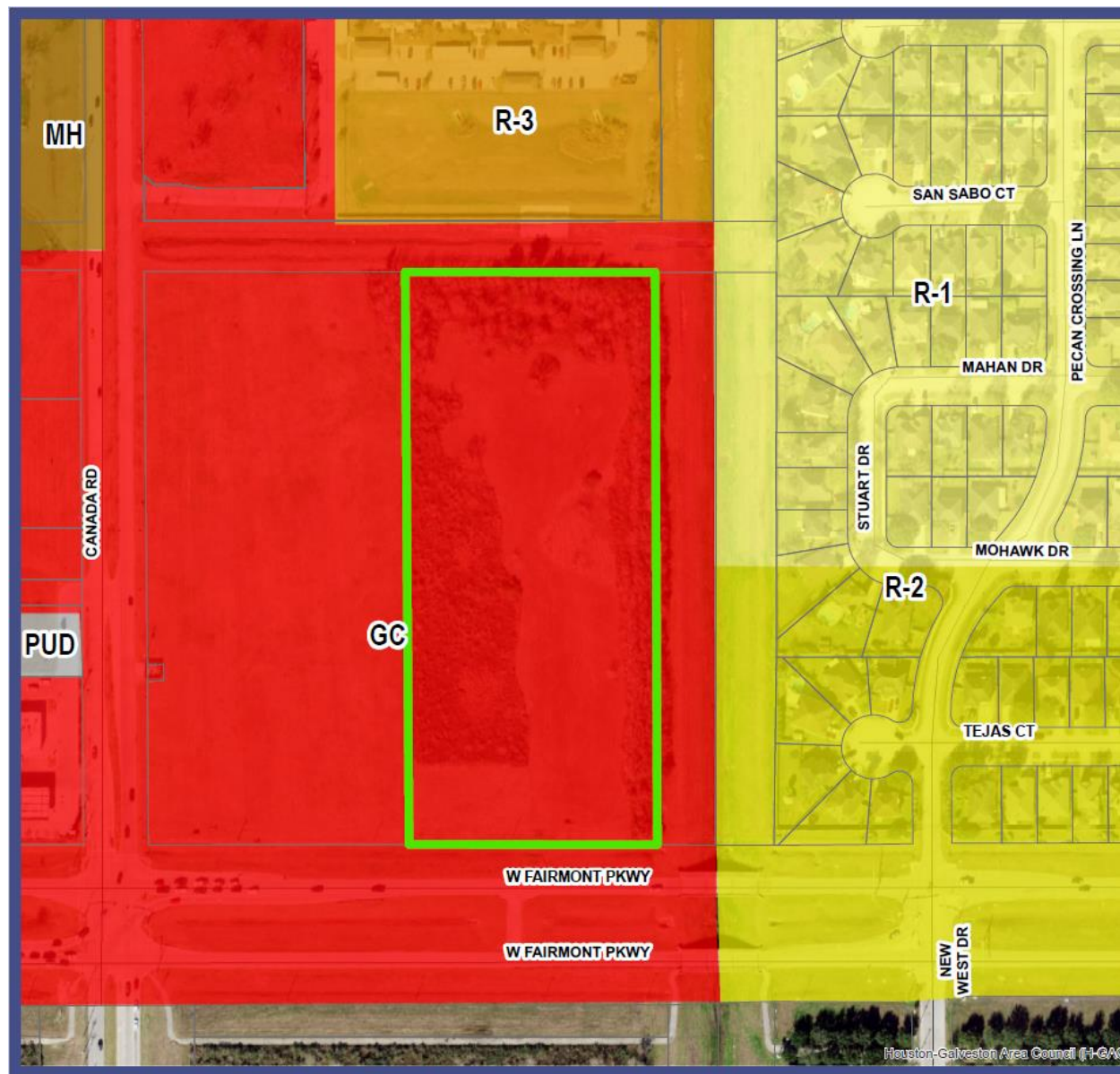
MAY 2023
PLANNING DEPARTMENT

ANALYSIS



- The site is undeveloped.
- The surrounding zoning and uses are:

	Zoning	Land Use
North	R-3, High Density Residential	Mariposa Senior Living
South	ETJ	Bayport Industrial District
West	GC, General Commercial	Undeveloped
East	R-1, Low Density Residential	Pecan Crossing



Zoning Map

SCUP
#23-91000002

Canada and Fairmont

Legend

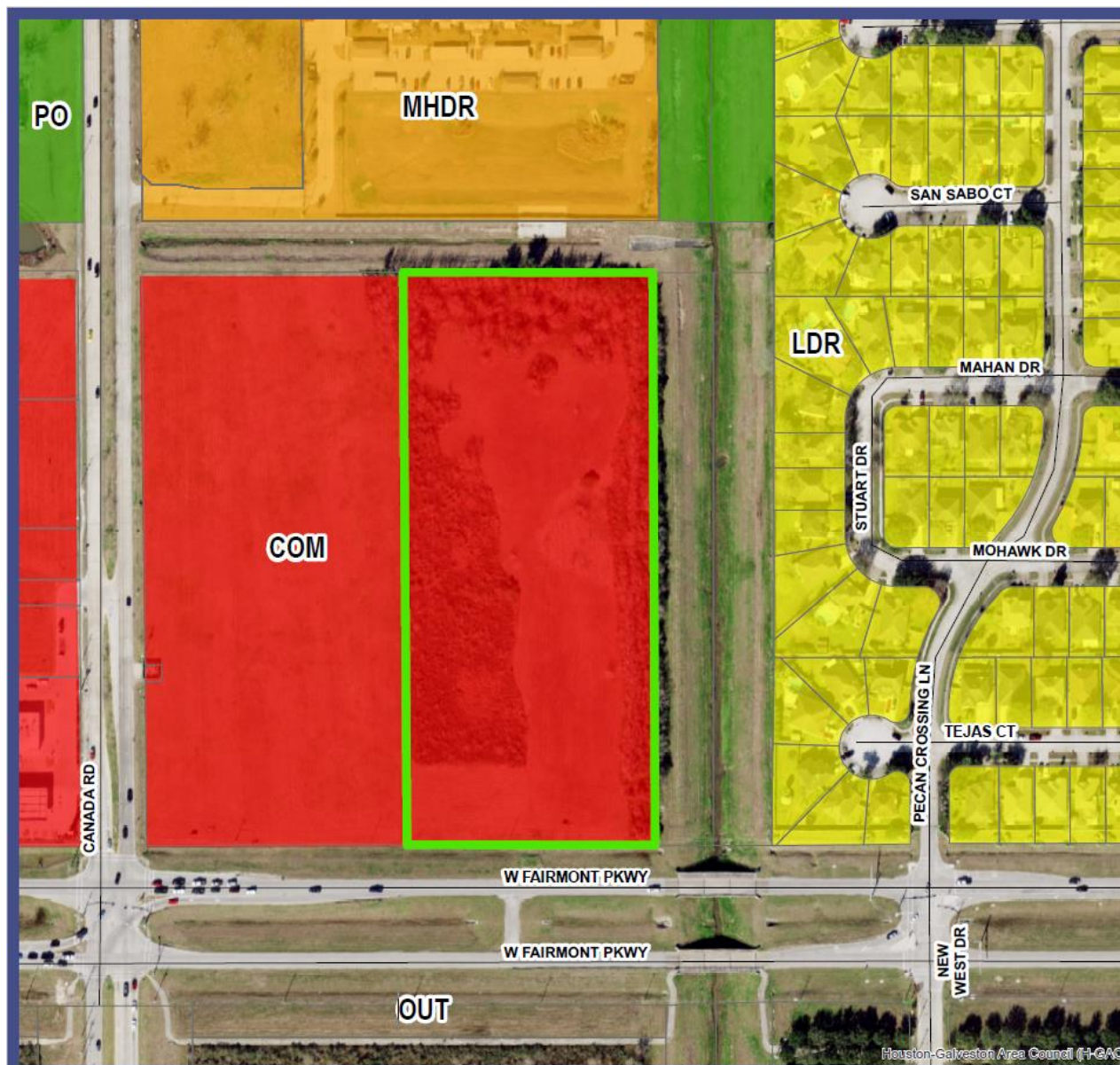
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1 inch = 185 feet



MAY 2023
PLANNING DEPARTMENT



FLUP Map

SCUP
#23-91000002

Canada and Fairmont

Legend

 Subject Tract

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1 inch = 185 feet



MAY 2023
PLANNING DEPARTMENT

ANALYSIS



- The proposed development at final build out would consist of seven (7) enclosed buildings along with an outdoor storage area for boats and recreational vehicles.
- Phase I of the development would consist of two (2) individual buildings and all required detention, fire lanes, and infrastructure.
- Required detention for the site will be placed at the rear (northern) portion of the property.




UPDATED
3-8-23

REVISIONS

NOT FOR REGULATORY
APPROVAL
PERMITTING OR
CONSTRUCTION

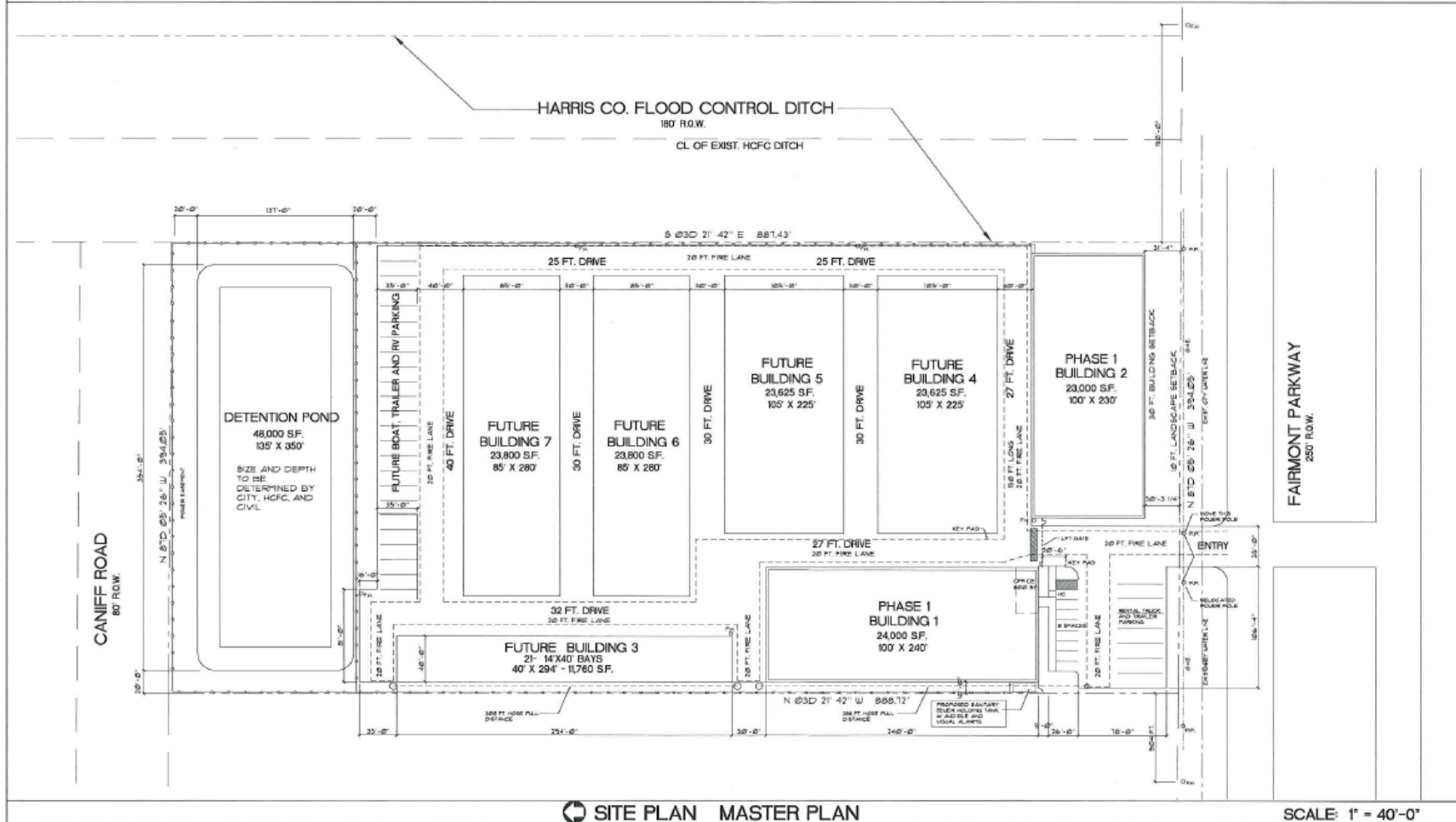
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(281) 585-3000

DRAWN
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CHECKED
BWW
DATE
MARCH 3, 2023
SCALE
1" = 30'-0"
JOB NO.

SHEET
A-1.1



 SITE PLAN MASTER PLAN

SCALE: 1" = 40'-0"

ANALYSIS



- The proposed SCUP should not have a significant impact on the traffic in the vicinity.
- The proposed required screening will help mitigate any major impacts to the character of surrounding uses.
- The proposed SCUP amendment is consistent with current uses within the surrounding area.
- Development of the proposed site for commercial uses is already permissible.
- The proposed use may have less of an immediate impact on adjacent properties as compared to other permitted uses.

P&Z PUBLIC HEARING



- The Planning & Zoning Commission held a public hearing on this item at their May 18, 2023, regular meeting
- Representatives from the Pecan Crossing HOA and Mariposa spoke at the meeting.
- Both representatives had concerns with how the removal of existing vegetation on site would affect the sound and view from the adjacent properties.
- The Commission discussed an added condition of approval requiring the developer to leave a minimum buffer along the northern and eastern property lines and requiring the developer to retain existing foliage within that buffer.
- The developer was amenable to this request.

P&Z PUBLIC HEARING



- The Commission made a motion to recommend **APPROVAL** of the proposed SCUP, as presented with the conditions presented by staff along with a condition to require a five (5) foot landscape buffer along the northern and eastern property lines.
- The motion to recommend approval with the stated conditions carried 7-1. Commissioner Ojeda was the dissenting vote.

SCUP CONDITIONS



- If the Commission chooses to recommend approval, staff has listed a number of amended conditions that should be considered as part of the approval.
 1. A site development plan shall be submitted in accordance with applicable requirements of the City of La Porte's Development Ordinance and shall comply with all provisions of Chapter 106, "Zoning" of the City's Code of Ordinances and all other department reviews and applicable laws and ordinances of the City of La Porte and the State of Texas.
 2. The underlying zoning is General Commercial. All GC zoning and development requirements will need to be met, outside of any conditions listed below.
 3. Permitted use is limited to Miniwarehouse and self-storage, which falls under NAICS #531130- Lessors of Miniwarehouses and Self-Storage Units. No other uses permitted under this NAICS, besides Boat and RV Storage, is permitted.
 4. At no time can commercial motor vehicles, trucks, or trailers, be parked or stored on site. Use is limited to personal boats and recreational vehicles.
 5. Perimeter fencing must be constructed of either masonry, wrought iron, or decorative tubular steel. Use of chain-link, wood, or barbed wire is prohibited.

SCUP CONDITIONS



6. Perimeter fencing must 8' tall.
7. Security cameras must be installed and maintained throughout the lifetime of the development.
8. Onsite lighting must be hooded and include motion sensors to limit light pollution on existing properties.
9. Access to the site must be limited to the hours of 7:00 AM – 9:00 PM. No afterhours access shall be granted to any lessor.
10. No modular or temporary structures, include shipping containers, may be utilized on site at any time for any purpose.
11. Banner signs meant to be temporary in nature are prohibited on site. All signage advertising the business must be permanent in nature and construction.

SCUP CONDITIONS



12. All onsite paving must consist of concrete. Asphalt, chip seal, or any other material is not permitted.
13. All onsite detention and drainage is required to discharge into the existing drainage channel east of the property.
14. Drainage calculations must follow Harris County requirements.
15. A minimum five (5) foot landscape strip shall be required along the northern and eastern property lines to act as a buffer from adjacent properties. Any existing vegetation within this strip must remain.
16. All necessary documentation for building permit review must be submitted in conjunction with the city's building permit application process for any proposed building improvements.
17. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, "Zoning" of the City's Code of Ordinances.

RECOMMENDATION



- Consider Ordinance 2023-3941 amending the Code of Ordinances of the City of La Porte, Chapter 106 “Zoning” by approving SCUP #23-91000002.



REQUEST FOR CITY COUNCIL AGENDA ITEM

<p>Agenda Date Requested: <u>June 26, 2023</u></p> <p>Requested By: <u>Doug Ditrich, Chief</u></p> <p>Department: <u>Police</u></p> <p><input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance</p> <p>Exhibits: <u>Proposal for Police Cadets</u></p>	<table border="1"><thead><tr><th colspan="2">Appropriation</th></tr></thead><tbody><tr><td>Source of Funds:</td><td>_____</td></tr><tr><td>Account Number:</td><td>_____</td></tr><tr><td>Amount Budgeted:</td><td>_____</td></tr><tr><td>Amount Requested:</td><td>_____</td></tr><tr><td>Budgeted Item:</td><td><input checked="" type="radio"/> Yes <input type="radio"/> No</td></tr></tbody></table>	Appropriation		Source of Funds:	_____	Account Number:	_____	Amount Budgeted:	_____	Amount Requested:	_____	Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No												

SUMMARY & RECOMMENDATION

Since 2009, the La Porte Police Department has participated in a lateral entry program designed to shorten the time between the hire date and the graduation from the Field Training Program when that officer can be productive as a police officer. While this lateral entry program has been beneficial, the available candidate pool has been dwindling in the last few years and it has limited us from reaching a larger pool of diverse applicants and from recruiting applicants at college and job fairs. To remedy this, we propose reinstating a civil service test and sponsoring police cadets at a local police academy.

A civil service test and academy sponsorship will allow us to hire recent college graduates and military veterans who have not yet had the opportunity to attend a police academy. We will also have the chance to compete with surrounding agencies, some of whom offer large "sign on" bonuses, by providing a full-time job while attending the police academy. Our current lateral entry program limits the department to recruiting only licensed police officers and we have been experiencing a decline in these applicants. A cadet option will be used in conjunction with the lateral program to increase our applicant pool. This additional option will help us reach more applicants, including female and minority applicants, through recruiting efforts at colleges, and job fairs, thereby helping to increase diversity within the department.

An academy sponsorship will require us to alter our policy to accommodate the civil service testing requirement and there will be a small impact to the budget. Using our current practice (lateral entries), our starting officer pay can be as high as \$75,668.32 (7-year officer pay) compared to \$62,416.62 for a year 0-1 officer. We recommend hiring cadets at the year 0-1 pay scale and not creating a lower cadet salary. Again, this will allow us to remain competitive with the surrounding agencies. There will also be a cost for attending the academy and uniform costs for said academy. The average police academy cost for this area is approximately \$2,000. Uniform costs and associated gear will average approximately \$1,500 per cadet. We anticipate an average of 3 cadets per year impacting the overall budget by approximately \$10,500.00.

Staff recommends council approves the civil service testing process so that we may hire police cadets and sponsor them at a local police academy.

ACTION REQUIRED BY CITY COUNCIL

Presentation, discussion and possible action to approve using the civil service testing process for the hiring of police cadets in order for the Police Department to reach full staffing.

Approved for the City Council meeting agenda.

Corby D. Alexander, City Manager

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 26, 2023</u>
Requested By: <u>Mayor Rigby and Councilperson Williams</u>
Department: <u>City Council</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Exhibits: None

Appropriation	
Source of Funds:	_____
Account Number:	_____
Amount Budgeted:	_____
Amount Requested:	_____
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

SUMMARY & RECOMMENDATION

Lomax residents approached Councilperson Williams about a potential development in their area and their wish to discuss it with their elected representatives. Councilperson Williams looked into the possibility of a special meeting of the City Council in Lomax, which must be approved by action of the Council, per the provisions of the La Porte City Council Rules of Procedure Section 3.01(B).

LPISD has generously allowed the meeting to occur, if the Council wishes, at Lomax Elementary School, which has sufficient technological and logistical resources for a successful meeting.

STRATEGIC PLAN STRATEGY AND GOAL

Public meetings of the City's elected officials directly support all of the City's 2023 Strategic Plan Guiding Principles:

Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

Communications: The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.

Infrastructure and Utilities: The City La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.

Economic Development: The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.

Organizational Excellence: The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

ACTION REQUIRED BY CITY COUNCIL

Approve a special meeting of the City Council to be held to call a special session of the La Porte City Council to be held at Lomax Elementary School, 10615 N Avenue L, La Porte, 77571, at 7 p.m. CDT, on Thursday, June 29, 2023, in accordance with the provisions of the La Porte City Council Rules of Procedure Section 3.01(B).