HAL LAWLER
Chairman
DONNA O'CONNER
Commissioner At Large A
JOE MOCK
Commissioner At Large B
WAYNE LANDIN
Commissioner District 1
RICHARD WARREN
Commissioner District 2
Vice Chairman

JAMES WALTER
Commissioner District 3
MARK FOLLIS
Commissioner District 4
VICTOR PERES
Commissioner District 5
NANCY OJEDA
Commissioner District 6

LA PORTE PLANNING AND ZONING COMMISSION AGENDA
THURSDAY, JANUARY 18, 2024
REGULAR MEETING 6 P.M.

CITY COUNCIL CHAMBER
LA PORTE CITY HALL, 604 WEST FAIRMONT PARKWAY, LA PORTE, TEXAS, 77571

Remote participation is available. Attend via tablet, mobile phone, or computer using the following link https://us02web.zoom.us/j/82127128845?pwd=SFdwM1YvWHhpRklrbmljVVR1ZE1aZz09. **Join by phone at 877-853-5257 or 888-475-4499. The meeting ID is 821 2712 8845. The passcode is 655223.**

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the Planning Department (281-470-5057) three working days prior to the meeting for appropriate arrangements.

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1. **CALL TO ORDER**

2. **ROLL CALL OF MEMBERS**

3. **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.)*

4. **CONSIDER APPROVAL OF THE MEETING MINUTES:** Approve the minutes of the December 21, 2023, regular meeting of the La Porte Planning and Zoning Commission.

5. **SPECIAL CONDITIONAL USE PERMIT (SCUP) #23-91000005:** The Commission will hold a public hearing for SCUP Request 23-91000005, pursuant to an application from Robert Hayes, Robert Fisher, and Chris De La Mora of La Jet Porte, LLC, applicants, on behalf of the City of La Porte, owner, to allow for the construction and operation of aircraft storage facilities; specifically one tee hangar (approximately 60' x 325') and four box hangars (approximately 70' x 70' each) within the Planned Unit Development (PUD) zoning district, on a 1.65-acre lease space of the approximately 300-acre La Porte Airport site located at 10937 Spencer Highway, and legally described as Tract No. 1, Lease at La Porte Municipal Airport, FAA LID T-41, City of La Porte, Texas, being a part of Lots 1-3 and TR 4A, Block 1 and Lots 1-4 and TR 5, Block 2 (IMPS *0382340010010 Payne WJ), Harris County, Texas.

    a. Open Public Hearing
    b. Staff Presentation
    c. Applicant Presentation
    d. Public Comments (Limited to 5 minutes per person)
    e. Adjourn Public Hearing
    f. Discussion and Possible Action: SCUP Request #23-91000005

6. **PRESENTATION AND DISCUSSION:**
    a. Main Street Assessment
    b. Main Street Master Plan

7. **ADMINISTRATIVE REPORTS:**

    a. Next Regular Meeting- February 15, 2024

8. **COMMISSION COMMENTS**: Comments on matters appearing on the agenda or inquiry of staff regarding specific information or existing policy.

9. **ADJOURN**

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by the Council.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the Planning and Development office at 281-470-5057 three (3) business 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.

CERTIFICATION

I do hereby certify that a copy of the **January 18, 2024,** Planning and Zoning Commission agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the public at all times, and to the City's website at LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

_____ Title: _____

DATE OF POSTING _____

TIME OF POSTING _____

TAKEN DOWN _____

AGENDA ITEM # 4

Approval of Meeting Minutes

December 21, 2023

HAL LAWLER
Chairman
DONNA O'CONNER
Commissioner At Large A
JOE MOCK
Commissioner At Large B
WAYNE LANDIN
Commissioner District 1
RICHARD WARREN
Commissioner District 2
Vice Chairman

JAMES WALTER
Commissioner District 3
MARK FOLLIS
Commissioner District 4
VICTOR PERES
Commissioner District 5
NANCY OJEDA
Commissioner District 6

MINUTES OF THE REGULAR MEETING OF THE LA PORTE PLANNING AND ZONING COMMISSION DECEMBER 21, 2023

The Planning and Zoning Commission of the City of La Porte met in a regular meeting on Thursday, December 21, 2023, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

Commissioners present: Chairman Hal Lawler; Commissioners Donna O'Conner; Wayne Landin; Richard Warren; Joe Mock; Mark Follis; Nancy Ojeda.

Commissioners absent: Commissioner James Walter and Victor Peres were absent.

City Staff present: Teresa Evans, Planning and Development Director; Johnna Matthews, Planning Manager; Kamillah Kelly, Planning Technician; and Clark Askins, City Attorney.

1. **CALL TO ORDER** – Chairman Hal Lawler called the meeting to order at 6:01 p.m.

2. **ROLL CALL OF MEMBERS** – Commissioner James Walter and Victor Peres were absent.

3. **CONSIDER APPROVAL OF THE MEETING MINUTES:**

   a. Approve the minutes of the meeting held on November 16, 2023.

   Commissioner O'Conner moved to approve the meeting minutes as corrected. Seconded by Commissioner Ojeda; the motion was adopted, 7-0.

4. **MAJOR DEVELOPMENT SITE PLAN #23-83000003:** Consider the approval of Major Development Site Plan #23-83000003, Sulzer Turbo Services, for a building expansion of approximately 5,250 square feet, situated on an existing 38.92-acre tract of land located at 11518 Old La Porte Road, La Porte, Texas.

   Director of Planning and Development Teresa Evans presented the proposed Major Development Site Plan #23-83000003.

   Commissioner Landin made a motion to approve Major Site Plan #23-83000003 for the property located at 11518 Old La Porte Road. The motion was seconded by Commissioner Mock. The motion was adopted 6-0. Commissioner Follis signed a conflict-of-interest affidavit and did not participate in the discussion or vote for this item.

5. **ZONE CHANGE REQUEST #23-92000002:** The Commission will hold a public hearing for Zone Change Request #23-92000002, pursuant to an application from Jerry Medders, Medders

Construction Company, Inc., owner, for approval of a zone change from Low-Density Residential (R-1) to General Commercial (GC) on a 0.137-acre tract of land located at 2121 Broadway St., La Porte, Texas, and 1706 S. Broadway St., La Porte, Texas, and legally described as Tracts 24 and 25, Block 1446, La Porte, Harris County, Texas.

The public hearing was opened at 6:17 p.m.

Planning Manager Johnna Matthews presented and answered questions of the proposed Zone Change Request #23-92000002 for approval of a zone change from Low-Density Residential (R-1) to General Commercial (GC) on a 0.137-acre tract of land located at 2121 Broadway St., La Porte, Texas, and 1706 S. Broadway St., La Porte, Texas to allow for automotive repair and maintenance.

Kevin King spoke on behalf of Jerry Medders for the proposed Zone Change.

Virginia Pierson–Turner presented pictures of properties within the neighborhood and spoke in opposition to the proposed zone change.

Peggy Antone, 2515 Cresent Dr., La Porte, spoke in opposition to the proposed zone change.

The Public Hearing was adjourned at 6:49 p.m.

Commissioner O'Conner made a motion to deny Zone Change request #23-92000002. Commissioner Ojeda seconded the motion; the motion passed 7-0.

6. **FUTURE LAND USE MAP AMENDMENT:** The Commission will consider a recommendation to the La Porte City Council on a proposed amendment to the Future Land Use Plan Map component of the La Porte Comprehensive Plan by amending the future land use designation for a 0.137-acre tract of land located at 2121 Broadway St. La Porte, Texas, and 1706 S. Broadway St. La Porte, Texas, and legally described as Tracts 24 and 25, Block 1446, La Porte, Harris County, Texas, from "Low-Density Residential" to "Commercial."

Planning Manager Johnna Matthews presented a proposed map amendment the Future Land Use Plan for the Commission to consider a recommendation to the La Porte City Council.

Commissioner Follis made a motion to deny the proposed Future Land Use Plan map amendment. The motion was second by Commissioner O'Conner; the motion passed 7-0.

7. **ADMINISTRATIVE REPORTS:**

   a. Next Regular Meeting – January 18, 2024

8. **COMMISSION COMMENTS:** Comments on matters appearing on the agenda or inquiries of staff regarding specific information or existing policy.

The Planning and Zoning Commission was introduced to new Planning Technician, Kamillah Kelly.

ADJOURN: Chairman Lawler made the motion to adjourn at 7:11 p.m.; the motion was adopted 7-0.

_____

Hal Lawler, Planning and Zoning Commission Chairman

_____

Donna O'Conner, Planning and Zoning Commission Secretary

AGENDA ITEM # 5

Special Conditional Use Permit

(SCUP) # 23-91000005

City of La Porte, Texas
Planning and Zoning Commission

January 18, 2024

AGENDA ITEM 5

Special Conditional Use Permit #23-91000005

A request by Robert Hayes, Robert Fisher, and Chris De La Mora of La Jet Porte, applicants, on behalf of the City of La Porte, owner, to allow for the construction and operation of aircraft storage facilities; specifically one tee hangar (approximately 60' x 325') and four box hangars (approximately 70' x 70' each) within the Planned Unit Development (PUD) zoning district, on a 1.65-acre lease space of the approximately 300-acre La Porte Airport site, located at 10937 Spencer Highway, and legally described as Tract No. 1, Lease at La Porte Municipal Airport, FAA LID T-41, City of La Porte, Texas, being a part of Lots 1-3 and TR 4A, Block 1 and Lots 1-4 and TR 5, Block 2 (IMPS *0382340010010 Payne WJ), Harris County, Texas.

Teresa Evans, Director
Planning and Development Department
City of La Porte, Texas

City of La Porte, Texas
Planning and Zoning Commission

January 18, 2024

AGENDA ITEM 5

Special Conditional Use Permit #23-91000005

A request by Robert Hayes, Robert Fisher, and Chris De La Mora of La Jet Porte, applicants, on behalf of the City of La Porte, owner, to allow for the construction and operation of aircraft storage facilities; specifically one tee hangar (approximately 60' x 325') and four box hangars (approximately 70' x 70' each) within the Planned Unit Development (PUD) zoning district, on a 1.65-acre lease space of the approximately 300-acre La Porte Airport site, located at 10937 Spencer Highway, and legally described as Tract No. 1, Lease at La Porte Municipal Airport, FAA LID T-41, City of La Porte, Texas, being a part of Lots 1-3 and TR 4A, Block 1 and Lots 1-4 and TR 5, Block 2 (IMPS *0382340010010 Payne TJ), Harris County, Texas.

Teresa Evans, Director
Planning and Development Department
City of La Porte, Texas

Planning and Development Department
Staff Report

REQUEST

Consider a recommendation to the La Porte City Council to approve a Special Conditional Use Permit (SCUP) to allow for the construction and operation of aircraft storage facilities on an approximately 1.65-acre lease space of the approximately 300-acre La Porte Airport site located at 10937 Spencer Highway, and legally described as Tract No. 1, Lease at La Porte Municipal Airport, FAA LID T-41, City of La Porte, Texas, being a part of Lots 1-3 and TR 4A, Block 1 and Lots 1-4 and TR 5, Block 2 (IMPS *0382340010010 Payne TJ), Harris County, Texas.

DISCUSSION

Location:
The approximately 1.65- acre lease space is located on the approximately 300-acre La Porte Municipal Airport site at 10937 Spencer Highway.

Background Information:
The La Porte City Council approved a lease agreement with the applicants on August 14, 2023, commencing September 1, 2023, and terminating August 31, 2053, to provide aviation/aeronautical services for the benefit of the general public. Exhibits B and C of the executed agreement show the layout of the leased premises and proposed structures. Exhibit D of the approved lease agreement is the construction schedule for an aircraft storage complex consisting of four (4) 4,900 square foot conventional style “corporate” hangers and one (1) 19,500 square foot T-hanger with asphalt ramp and taxiway. Exhibit G is a copy of the executed lease agreement between the City of La Porte and La Jet Porte, LLC.

Proposal:

Staff have provided a list of six (6) conditions of approval. If approved, the proposed Special Conditional Use Permit (SCUP) would limit the uses to Support Activities for Air Transportation (NAICS 4881) in the proposed hanger structures. Any other proposed uses or construction would require the approval of a new SCUP.

The attached Exhibit B shows the zoning districts and land uses of the subject property and surrounding properties. The following table summarizes the surrounding zoning and land uses.

	Zoning	Land Use
North	PUD, Planned Unit Development	La Porte Municipal Airport
South	PUD, Planned Unit Development	La Porte Municipal Airport

West	PUD, Planned Unit Development; R-1, Low Density Residential	La Porte Municipal Airport; Glen Meadows Subdivision
East	PUD, Planned Unit Development	La Porte Municipal Airport

Notification Requirements:
Staff finds that the public hearing notification requirements outlined in Section 106-171 were performed in accordance with code provisions, including the following: notice in a newspaper of general circulation at least 15 days prior to the hearing; written notice mailed to owners of real property within 300 feet of the site within 10 days of the hearing; and one (1) sign was posted in the area within 15 days of the hearing. In accordance with state law, notice of the public hearing was also posted at City Hall and on the City's website.

Analysis:
There are a number of different considerations staff evaluated during the review of this application. The following describes staff's analysis of those considerations:

1. *Land Use*. Staff finds that allowing for aviation/aeronautical use at this site would be consistent with other aviation/aeronautical uses at the La Porte Municipal Airport.
2. *Access*. There is sufficient existing right-of-way access from Spencer Hwy.
3. *Utilities*. Water and sewer services are available along Spencer Hwy.

Additionally, the City's Comprehensive Plan identifies a number of items to be considered prior to making land use decisions. The following table breaks down each item and staff's findings:

Criterion:	**Staff Findings:**
Ability of infrastructure to support the permitted use.	Existing infrastructure in the area is sufficient to support the proposed use.
Impact on the value and practicality of the surrounding land uses.	The proposed SCUP would be consistent with other Support Activities for Air Transportation uses located at the La Porte Municipal Airport.
Conformance of a zoning request with the land use plan.	The site is part of the overall airport development, and the proposed SCUP is in conformance with the public and institutional land use designation in the Future Land Use Plan.
Character of the surrounding and adjacent areas.	The proposed use is consistent with the aeronautical character of the La Porte Municipal Airport.
Suitability of the property for the uses which would be permissible, considering density, access and circulation, and adequacy of public facilities and services.	Development of the proposed site for Support Activities for Air Transportation at the La Porte Municipal Airport is appropriate and permissible. Uses would be limited to the conditions within the final SCUP document and the lease agreement with the City of La Porte.
The extent to which the proposed use designation would adversely	The proposed SCUP should have minimal impact on the traffic along Spencer Hwy.

affect the capacity or safety of that portion of the road.	
The extent to which the proposed use designation would create excessive air pollution, water pollution, noise pollution, or other environmental harm to adjacent properties.	The proposed use should not have a significant impact on environmental integrity of the surrounding area.
The gain, if any, to the public health, safety, and welfare of the City.	The proposed use would allow the city to utilize the airport property for services consistent with the La Porte Airport Business Plan.

RECOMENDATION

Based on the above analysis, staff recommends the Planning and Zoning Commission consider the proposed SCUP #23-91000005. If the Commission chooses to recommend approval, staff has listed a number of conditions that should be considered as part of the approval.

ATTACHMENTS

Exhibit A: Area Map
Exhibit B: Zoning Map
Exhibit C: Future Land Use (FLUP) Map
Exhibit D: Proposed SCUP
Exhibit E: Application
Exhibit F: Vicinity Map
Exhibit G: Lease Agreement

Aerial Map

10615 Spencer Hwy

Parcel Number: 0382340010009
Case #23-91000005

Subject Tract

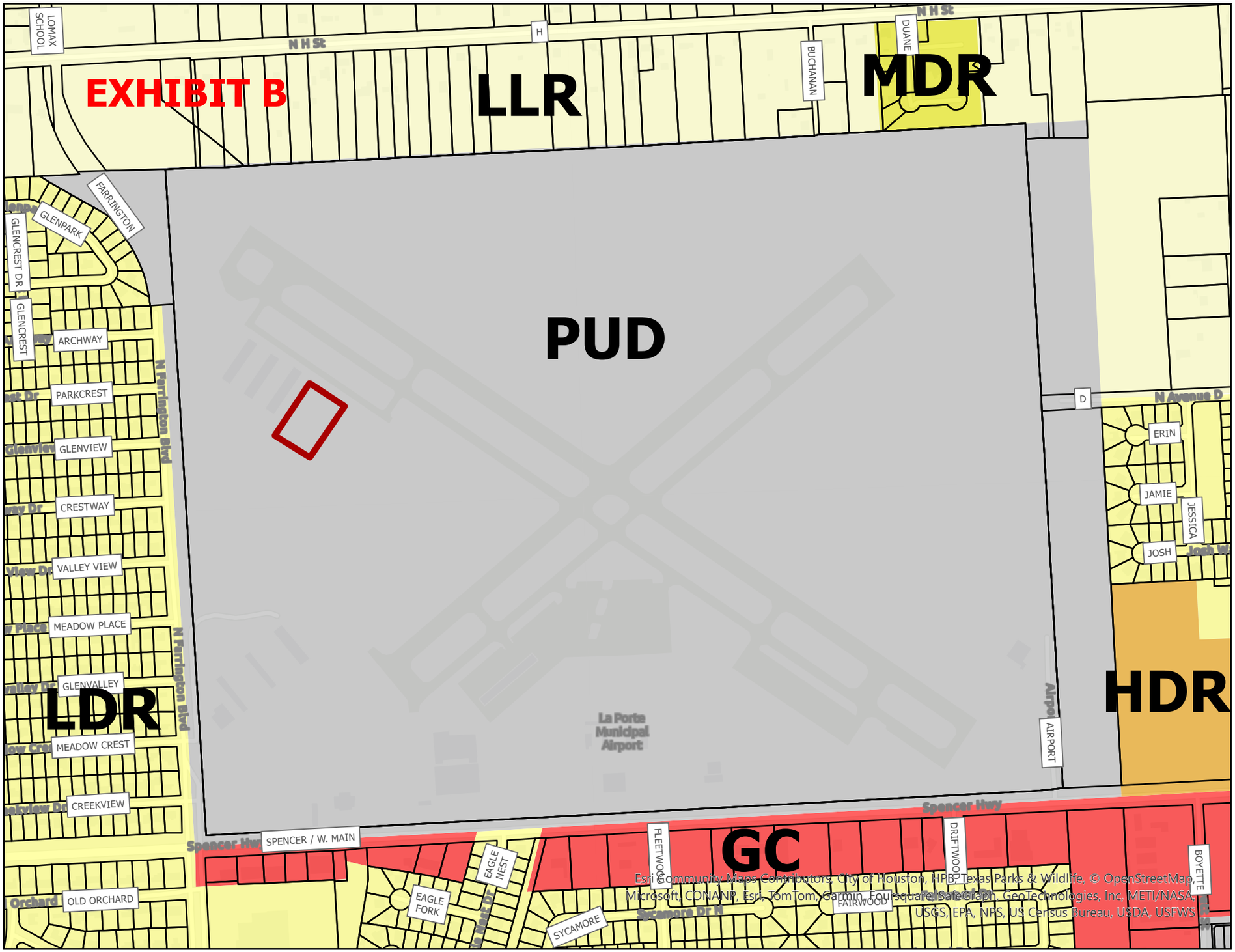
This product is for informational purposes only and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of the property boundaries

1 inch equals 608 feet

Zoning Map

10615 Spencer Hwy

Parcel Number: 0382340010009
Case #23-91000005



- Subject Tract
- General Commercial
- Large Lot Residential
- Planned Unit Development
- Low Density Residential
- Medium Density Residential
- High Density Residential

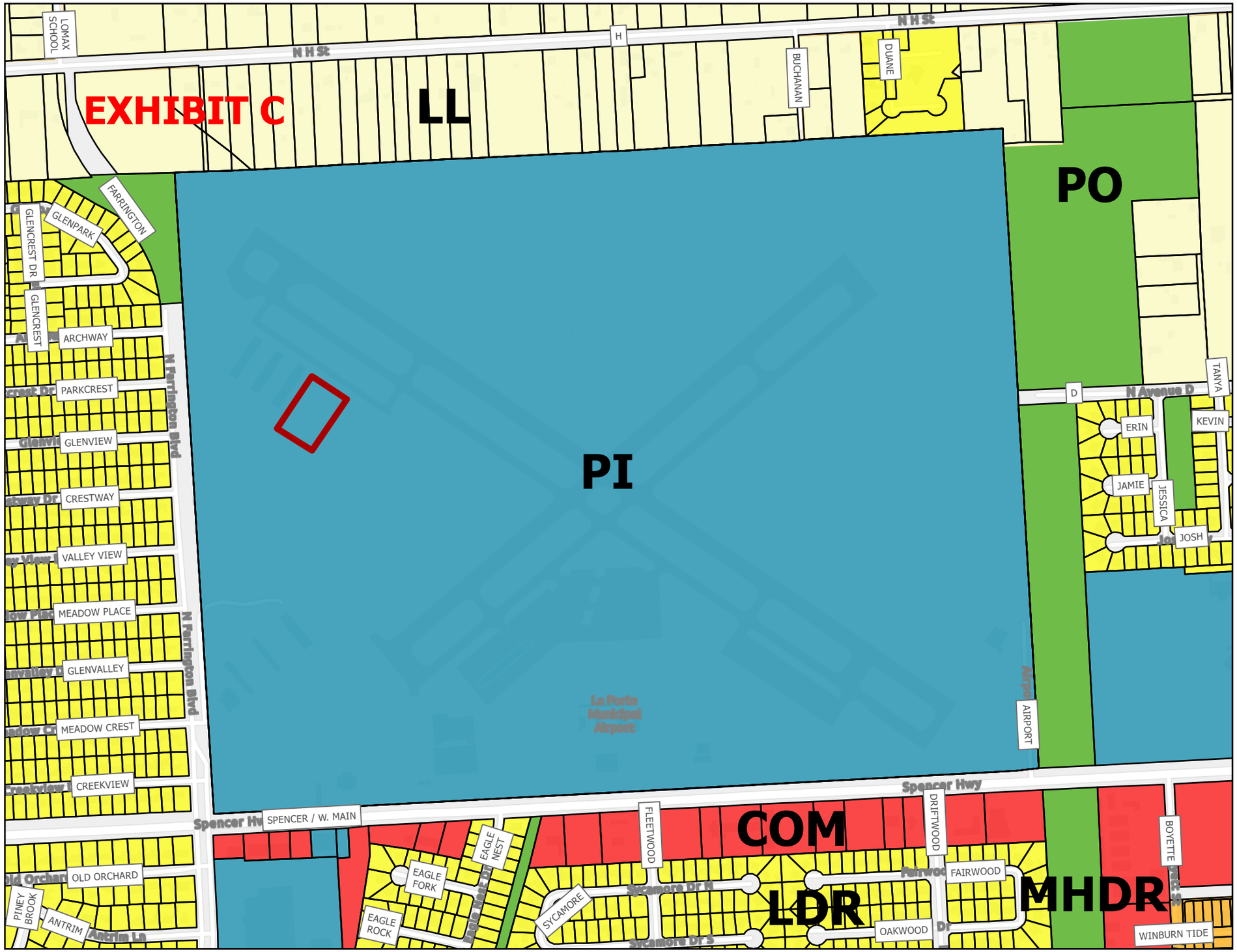
This product is for informational purposes only and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of the property boundaries

1 inch equals 542 feet

FLUP Map

10615 Spencer Hwy

Parcel Number: 0382340010009
Case #23-91000005



- Subject Tract
- LARGE LOT RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- MID-HIGH DENSITY RESIDENTIAL
- COMMERCIAL
- PARKS AND OPEN SPACE
- PUBLIC / INSTITUTIONAL

This product is for informational purposes only 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 the property boundaries

1 inch equals 563 feet

EXHIBIT D

City of La Porte
Special Conditional Use Permit #23-91000005

This permit is issued to: Robert Hayes, Robert Fisher, and Chris De La Mora of La Jet Porte. LLC.
Owner or Agent

11315 Colman Lane, Houston, TX 7702
Address

For Development of: La Porte Jet, LLC
Development Name

10937 Spencer Highway
Address

Legal Description: Lots 1-3 and Tract 4A, Block 1 and Lots 1-4 and Tract 5, Block 2, Payne WJ, Harris County, Texas.

Zoning: PUD, Planned Unit Development

Use: Support Activities for Air Transportation (NACIS #4881)

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, if necessary, 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 shall be Business Industrial (BI). All BI zoning and development requirements will need to be met, outside of any conditions listed below.
3. Permitted use is limited to Support Activities for Air Transportation (NAICS #4881) uses only. No other uses shall be permitted on site without the approval of a new SCUP.
4. The site development shall be limited to an aircraft storage facility and consist of one (1) Tee Hanger (approximately 60 ft. x 325 ft.) and four (4) Box Hangers (approximately 70 ft. x 70 ft.).
5. 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.
6. 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.

Failure to start construction of the site within 12 months after issuance or as scheduled under the terms of a special conditional use permit shall void the permit as approved, except upon an extension of time granted after application to the Planning and Zoning Commission.

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

EXHIBIT E

Special Conditional Use Permit Application

Planning and Development Department

PROJECT INFORMATION

Address where SCUP is being requested: La Porte Municipal Airport, 10937 Spencer Hwy., La Porte, TX 77571 (project address to be assigned)

Legal description where SCUP is being requested: See attached survey Metes & Bounds (HCAD for Impv not yet issued)

HCAD Parcel Number where SCUP is being requested: 038-234-001-0006

Zoning District: PUD

Lot area: 1.6535 acres

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

Description of Request: Construct and Operate an Aircraft Storage Facility

Specifically, 1 Tee Hangar approx 60'x325' and 4 Box Hangars approx 70'x70'

In accordance City of La Porte Ordinances Ch.18, Art.III (Rules & Regulations), Div.2 and Art.IV (Leases)

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: City of La Porte OBO. UNITED STATES OF AMERICA

Company (if applicable): N/A

Address: FEDERAL BLDG

City: WASHINGTON State: DC Zip: 20515-0001

Phone: Email:

AUTHORIZED AGENT (If other than owner)

Name: Robert Hayes, Robert Fisher, Chris De La Mora

Company (if applicable): La Jet Porte, LLC

Address: 11315 Colma Ln.

City: Houston State: Tx Zip: 77024

Phone: 713-503-8672 Email: lajetporte@gmail.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: 11/16/23

Owner(s)' Signature(s): Date: 11-16-23

STAFF USE ONLY:

Case Number:

Date Application Received:

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.
- ☑ **Notice of sign posting** fully completed, that ensures the applicant is aware of the requirements of the Public Hearing notice sign.

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 post a Notice of Public Hearing sign on the property where the SCUP is being requested. The sign must be posted on the property visible from and within 20 feet of 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 300 feet of the subject property where the SCUP is being requested.

- The Planning and Zoning Commission public hearing will be held in the City Council Chamber at City Hall (604 W. Fairmont Parkway). At the meeting, the Planning and Zoning Commission will conduct a public hearing and provide a recommendation to the City Council on the proposed SCUP. If additional information is requested by the Commission, the public hearing may be continued to a future meeting date.

- The Commission and City Council may impose special conditions on an SCUP in an attempt to ensure compatibility of the proposed development with surrounding properties and the community as a whole.

- The Commission is tasked to review the proposed SCUP and offer a recommendation to the City Council for approval, denial, or approval with conditions.

- Following the Commission's public hearing, their recommendation on the proposed SCUP is then forwarded to City Council for consideration.

- For the City Council public hearing, the Planning and Development Department will publish notice of the public hearing in the Bay Area Observer and post notice at City Hall in conformance with legal requirements.

- The City Council public hearing will be held in the City Council Chamber at City Hall (604 W. Fairmont Parkway). At the meeting, the City Council will conduct a public hearing and render a decision on the proposed SCUP. However, if additional information is requested by the City Council, the public hearing may be continued to a future meeting date.

- The following is an excerpt from the City of La Porte's Code of Ordinances pertaining to SCUP requests.

CODE REQUIREMENTS

Conditional Use Permits

Sec. 106-216. - General conditions for all conditional uses in all zoning districts.

(a) A special conditional use permit may be granted by the city council for the construction of a building and/or the establishment of a use as described in this or any other section, upon a tract of land in single ownership or under unified control.

(b) Upon application for a special conditional use permit and submission of a general plan, major development site plan, minor development site plan, or preliminary plat (as the case may be), the city planning and zoning commission shall conduct a public hearing, duly advertised and with proper notice being given to all parties affected, as provided in section 106-171 (Amendment procedures). The general site plan, major development site plan, minor development site plan, or preliminary plat shall be drawn to scale and shall show the arrangement of the project in detail, including parking facilities, location of buildings, building uses to be permitted, means of ingress and egress, and other pertinent information, together with the information required by the development ordinance of the city.

(c) After public hearing and upon recommendation of the city planning and zoning commission, the city council may modify the final planned unit development plan and issue a special conditional use permit containing such requirements and safeguards as are necessary to protect adjoining property.

(d) Failure to begin construction within one year after issuance or as scheduled under the terms of a special conditional use permit shall void the permit as approved, except upon an extension of time granted after application to the planning and zoning commission.

(e) If construction is terminated after the completion of any stage and there is ample evidence that further development is not contemplated, the division 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, and the previous zoning of the entire tract shall be in full effect on the portion which is undeveloped.

(f) Every special conditional use permit granted as provided herein shall be considered as an amendment to the zoning ordinance as applicable to such property.

Sec. 106-217. - Conditions for approval.

A special conditional use permit shall be issued only if all of the following conditions have been found:

(1) That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity.
(2) That the conditions placed on such use as specified in each district have been met by the applicant.
(3) That the applicant has agreed to meet any additional conditions imposed, based on specific site constraints, and necessary to protect the public interest and welfare of the community.

Sec. 106-218. - Amendments.

The procedure for amendments for a special conditional use permit shall be the same as for a new application.

Please note that requirements for notification of the public hearing are subject to the provisions of Section 106-171 of the Code of Ordinances.

Special Conditional Use Permit Application

Planning and Development Department

NOTICE OF POSTING

PLANNING AND ZONING COMMISSION PUBLIC HEARING

The undersigned has acknowledged that a sign will be placed on the property based on information provided in this application, and that the applicant will ensure compliance with all requirements have been met and will continue to be met for the duration of the sign posting:

1. A public hearing sign will be posted by the City of La Porte's Planning and Development Department staff at least ten (10) days prior to the scheduled meeting date. I hereby attest that said sign will be posted on the following described property, which is subject to the application:

   ADDRESS: La Porte Municipal Airport, 10937 Spencer Hwy, La Porte, TX 77571, (project address to be assigned by city)

   LEGAL DESCRIPTION: Lts 1 2 & 3 & Tr 4A Blk 1 & Lts 1 2 3 & 4 & Tr 5 Blk 2 Payne W J

2. Said sign will be placed on the property within 20 feet of the abutting street.

3. Said sign shall remain legible and visible for the entire ten (10) day posting period. If the sign fails to be visible at any point during the ten (10) day posting period, the Public Hearing will be postponed to the next available meeting date.

4. If said sign is damaged or missing, it is my duty to contact the City of La Porte's Planning and Development Department for a replacement sign. Staff are not responsible to inspect and confirm the status of the posted sign.

5. Said sign will be picked up by City staff upon completion of the Public Hearing.

Robert Hayes for La Jet Porte, LLC

Applicant's Printed Name

11/16/23

Applicant's Signature and Date

La Jet Porte Location

10/12/2023, 6:54:37 PM

1:36,112

0 0.28 0.55 1.1 mi

0 0.42 0.85 1.7 km

Override 1

La Porte Centerlines (Major Road Labels)

TXDOT

MAJOR

UNINCORPORATED

Historical City Center Streets

Cartographic Mask

Place of Interest

commercial - auto services

commercial - farming

commercial - gasoline

commercial - industry

commercial - restaurant

ETJ

childcare

municipal services

places of worship

recreation

schools

residential - apartment community

residential - lodging

residential - mobile home park

residential - senior assisted living

City Limits Boundary

Industrial Districts

HGAC

City of La Porte, TX. For informational purposes only. Not a legal document. 2020 Aerial Imagery sole property of H-GAC. Restrictions Apply. www.h-gac.com

METES & BOUNDS DESCRIPTION OF 1.6535 ACRES OF LAND
CITED HEREIN AS LEASE TRACT 1
SITUATED IN THE WILLIAM M. JONES LEAGUE OR SURVEY, A-482
CITY OF LA PORTE, HARRIS COUNTY, TEXAS

TRACT No. 1 – LEASE AT LA PORTE MUNICIPAL AIRPORT, FAA LID T-41, CITY OF LAPORTE, TEXAS

BEING all that certain tract or parcel of land containing 1.6535 acres, more or less, cited herein as Lease Tract 1 sited within the confines of the City of LaPorte Municipal Airport situated upon the William M. Jones League or Survey, Abstract No. 482, aforesaid LaPorte Municipal Airport property being an approximate 295.295 acre tract of land bounded on the West by Farrington Boulevard, bounded on the North by subdivided tracts within the LaPorte Outlots, bounded on the East by a 10.79 acre parcel and a 21.78 acre parcel identified as Exxon Pipeline tracts, and bounded on the South by Spencer Highway, aforementioned 1.6535 acre Lease Tract 1 being more particularly described by metes and bounds as follows:

COMMENCING at a MagNail labeled 'ACE' set in asphalt pavement on the Southeast corner edge of a LaPorte Municipal Airport taxiway said MagNail having Texas State Plane Coordinate South Central Zone (NAD 83, Zone 5401) coordinate values of N 13812165.00 and E 3217029.98 and being the POINT OF COMMENCING of the herein described tract,

THENCE N 66°31'58" W departing said taxiway at a distance of 170.23 feet to a POINT for the Northeast corner and POINT or PLACE OF BEGINNING of the herein described Tract No. 1;

THENCE S 34°22'36" W along the Southeast boundary of the herein described tract for a distance of 335.00 feet to a POINT for the Southeast corner of same;

THENCE N 55°37'24" W along the Southwest boundary of the herein described tract for a distance of 215.00 feet to a POINT for the Southwest corner of same;

THENCE N 34°22'36" E along the Northwest boundary of the herein described tract for a distance of 335.00 feet to a POINT for the Northwest corner of same;

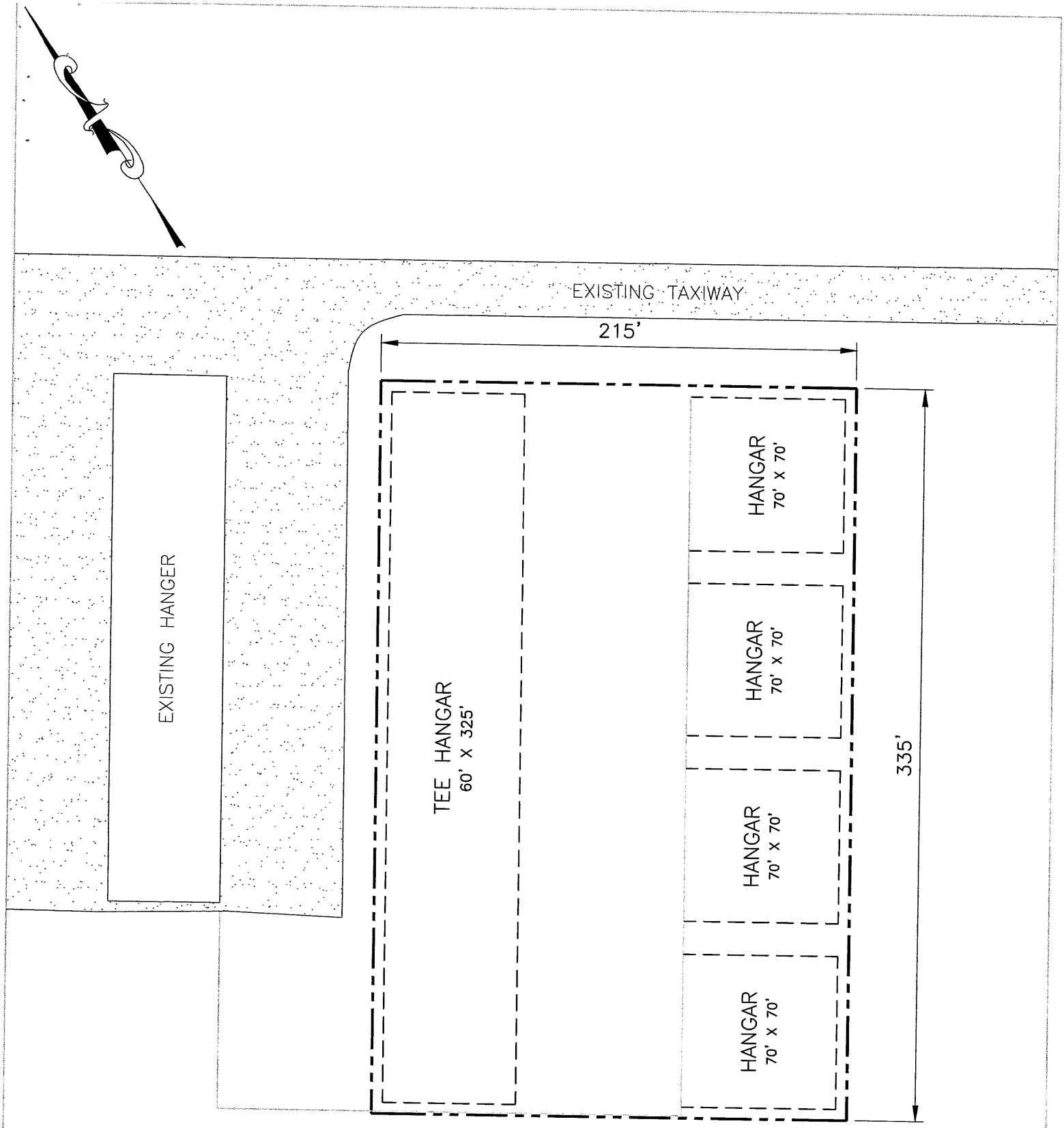
THENCE S 55°37'24" E along the Northeast boundary of the herein described tract for a distance of 215.00 feet to the POINT or PLACE OF BEGINNING of the herein described tract, in all containing 1.6535 acres (72,025 Square Feet) of land, more or less.

A plat of survey for the herein described tract was prepared of even date and to which reference is hereby made. This metes & bounds description is based upon an on-the-ground survey performed on May 12, 2023.

STATE OF TEXAS
REGISTERED
STEVEN RAY ESTES
5631
PROFESSIONAL
LAND SURVEYOR

SRE LAND SURVEYING
TBPLS Firm No. 10116700
Steven Ray Estes, RPLS Texas Registration No. 5631

June 15, 2023
Lease Tract 1 LaPorte T41 Metes.doc



0 50 100 200 FEET

Draftsman: A. Craig Enderli Jr.
SCALE: 1'=10'

Plot Plan for

LA JET PORTE, LLC.

SITE ADDRESS: 10615 Spencer Hwy, La Porte, TX 77571
APPROX. LAT./LONG.: N 29°40'14" W 95°04'07"

CONFIDENTIAL

La Jet Porte

T41's Premier Hangar Space

Business Plan

Revised 11/2023

Contact Information

Robert Hayes

2601 S Broadway #49

La Porte, TX 77571

713-503-8672

Robert Fisher

111 E Forest Ave

Shoreacres, TX 77571

713-530-2556

Chris de la Mora

15119 Memorial Dr., Suite 201

Houston, Texas 77079

Opportunity

Problem & Solution

Problem Worth Solving

Aircraft Storage at La Porte Municipal is limited, challenged at best. This is a good problem to have for the airport and the city. It indicates the economy is strong and the goals of the airport, set out in the recent survey and plan are appropriate and successful. But if fixed base growth doesn't accompany that success, growth will be stymied and a damper put on the city's growth. The assessment of the situation is evidenced by very high occupancy rates and waiting lists for Tee hangar space. This is in the face of high rental rates and despite the fact that many of the hangars are only fair or poor condition. There is only one large hangar that can accommodate corporate sized turboprop and light jet aircraft and it is more than 50 years old. Corporate executives, passengers and pilots of modern business aircraft expect a level of comfort and style that does not currently exist at La Porte. Today's corporate pilots don't need much besides what they bring with them to plan and execute flights, but they too expect a nice facility, and they have a large say in where they stop and/or base their client's aircraft.

Our Solution

We will provide Class A aircraft storage in all aspects of the operation. The Tee hangars will be large with power operated doors that provide a tight seal against dirt and vermin. Lighting and ventilation will be modern and efficient. Floors will be finished concrete or epoxy. The four open span box hangars will be approximately 70x70 feet to accommodate 1-4 aircraft. The doors will be power operated, lighting, ventilation and other amenities will all be modern and efficient. Climate control will be available as an option.

New general aviation aircraft prices start in the mid-upper 6 figures and owners will pay for a comparable class storage solution.

Target Market

Market Size & Segments

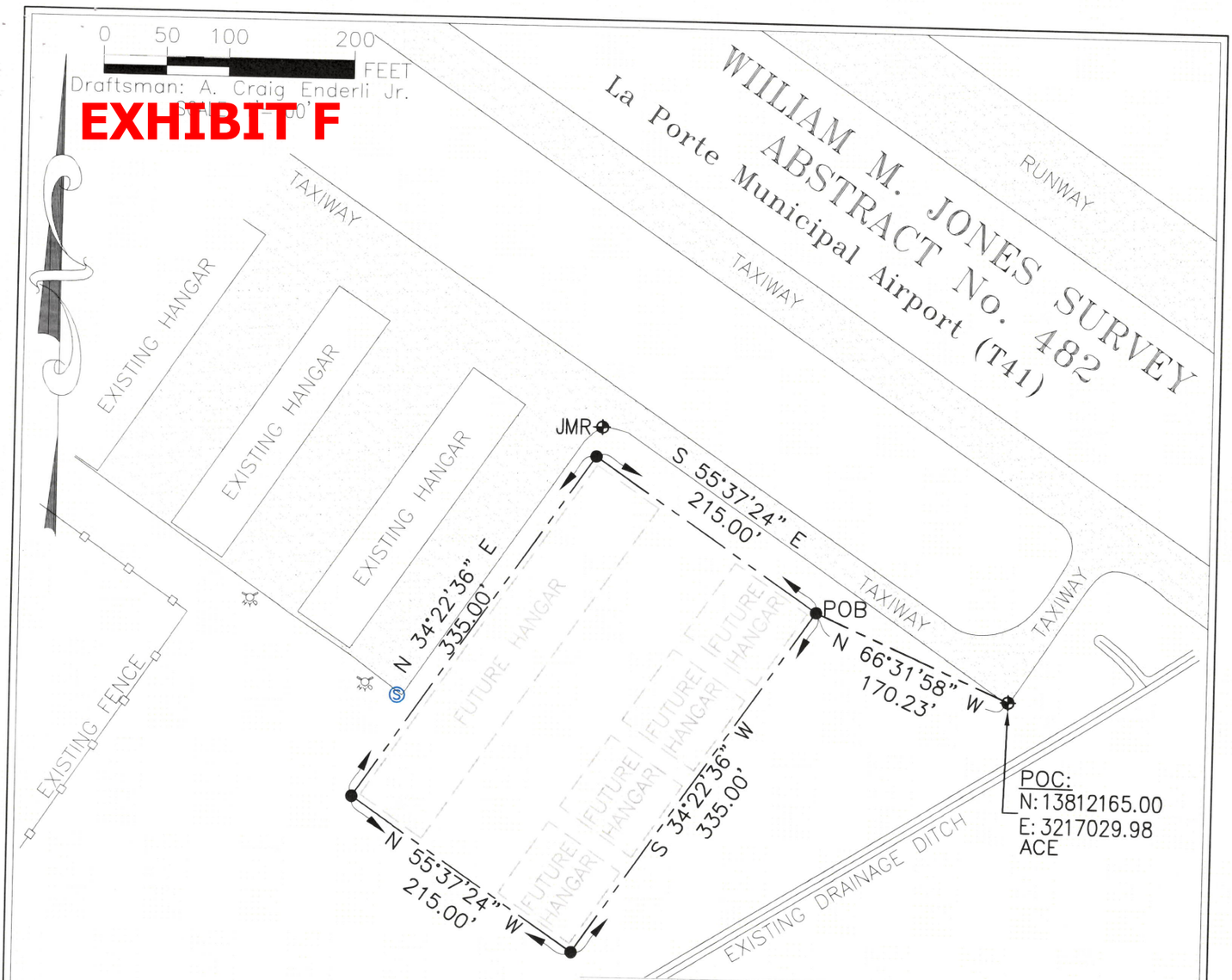
Our key customers fall into two segments, 1) private pilots who fly themselves and/or their families on personal business or pleasure trips and 2) corporate owned and operated small jet or turbine planes. The first segment are typically individuals with relatively large disposable income, mainly professionals and entrepreneurs. They are typically well educated and have expectations based on experience. They have seen what Class A airport facilities are like and will appreciate that they are available at their homebase. If they are within our targeted geographic area they will be motivated to relocate from less than prime hangars. The corporate

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

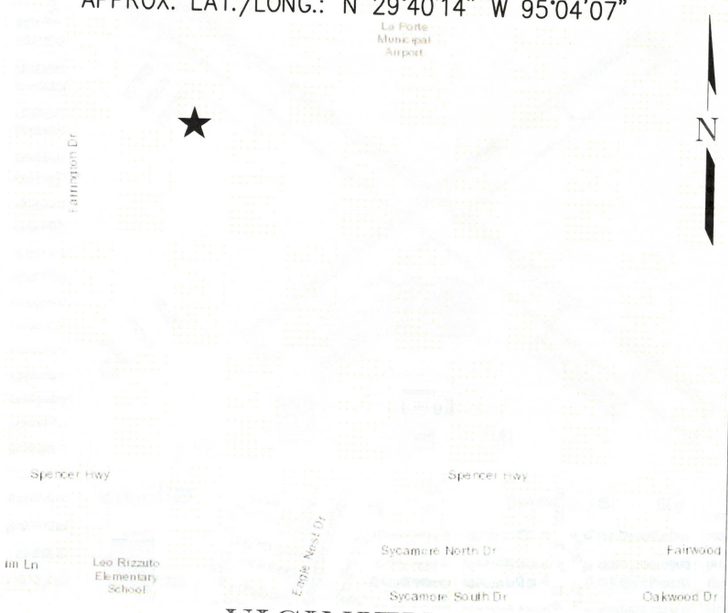
La Jet Porte, LLC

Facility Description

- Tee Hangar – One Tee Hangar 60'x325'
  - Configured for 12 bays
  - 18' eave height, 16' door height
  - Office space on one end
- Box Hangars – Four Box Hangars 70'x70'
  - Accommodate 1-4 Aircraft per hangar
    Including all common turboprop and business jets
  - 20' eave height, 18' door
- All Hangars will feature Electro-Hydraulic power-lift doors
  - No rails or curb threshold, easy entry/exit
  - Positive weather seal, no dirt/debris intrusion
  - Finished concrete floors, optional epoxy coating
  - LED Lighting
  - Electrical Outlets
  - Ridge Ventilation
  - Optional climate control
  - Restroom, water/sewer
- All facilities and operations will be in accordance with City of La Porte Airport Ordinances Chapter 18



SITE ADDRESS: 10615 Spencer Hwy, La Porte, TX 77571
APPROX. LAT./LONG.: N 29°40'14" W 95°04'07"



VICINITY MAP

GENERAL SURVEY NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANYING THIS PLAT.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEASE LOCATION IDENTIFIED BY CLIENT.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGEMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. P.O.C. DENOTES POINT OF COMMENCEMENT; P.O.B. DENOTES POINT OF BEGINNING

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION OF THE PROPERTY SHOWN HEREON, THERE WERE NO ABOVEGROUND VISIBLE ENCROACHMENTS OBSERVED AT THIS TIME EXCEPT AS SHOWN HEREON AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
STEVEN RAY ESTES
5631
PROFESSIONAL
LAND SURVEYOR

LEGEND:

	FENCE
	FIRE HYDRANT
	MANHOLE
JMR	MAG NAIL
	ASPHALT

STEVEN RAY ESTES, RPLS
TEXAS REGISTRATION NUMBER 5631
STATE OF TEXAS
JUNE 21, 2023

SRE LAND SURVEYING
FIRM BRANCH REGISTRATION No. 101167-00
SRESTES5@GMAIL.COM

Survey of

1.6535 ACRES OF LAND SITUATED AT THE LA PORTE MUNICIPAL AIRPORT IN THE WILLIAM M. JONES SURVEY, ABSTRACT No. 482, HARRIS COUNTY, TEXAS FOR CLIENT:

LA JET PORTE, LLC.

EXHIBIT G

AGREEMENT AND LEASE
FOR FIXED BASE OPERATIONS
AT CITY OF LA PORTE, TEXAS, MUNICIPAL AIRPORT

THIS AGREEMENT AND LEASE, made and entered into effective the 1st day of September 2023, by and between the City of La Porte, Texas, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Lessor" and La Jet Porte, LLC., a Texas limited liability company, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the Lessor controls and operates an airport known as La Porte Municipal Airport, located in the City of La Porte, State of Texas, which airport and any additions or improvements thereto or changes therein which the Lessor hereafter makes or authorizes are hereinafter collectively referred to as the "Airport"; and,

WHEREAS, Lessee desires to lease from Lessor certain portions of the Airport as hereinafter defined and described as the "Leased Premises", to allow Lessee to provide aviation/aeronautical services for the benefit of the general public; and

WHEREAS, the parties desire to enter into an Agreement and Lease for Fixed Base Operations at the Airport all as more fully hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Lessor and the Lessee do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

EXHIBITS

The following Exhibits are attached hereto, incorporated by reference herein, and made a part hereof for all purposes:

Exhibit "A" Layout of Leased Premises, consisting of 72, 025 square feet (1.65 Acres, More or Less).

Exhibit "B" Layout of Leased Premises including Proposed Structures.

Exhibit "C" Standard Minimum Requirements for Airport Aeronautical Services, La Porte Municipal Airport

Exhibit "D" Lessee's Construction Schedule

ARTICLE I - TERM OF AGREEMENT

The term of this Agreement and Lease shall be for a thirty (30) year period commencing September 1, 2023, and terminating August 31, 2053.

ARTICLE II - LEASED PREMISES AND FACILITIES

1. The Lessor, in consideration of the compensation and sundry covenants and agreements set forth herein to be kept and performed by the Lessee, does hereby, and by these presents, demise and lease unto the Lessee, upon the conditions hereinafter set forth, all of which the Lessee accepts, the exclusive use and occupancy of the Leased Premises, the location and boundaries of said Leased Premises being as described and indicated on Exhibit "A" and Exhibit "B", attached hereto, which are stipulated and agreed between the parties to be correct and by reference are made a part hereof.

2. Lessee takes all of such Leased Premises in its present condition "as is", and except as otherwise specifically provided herein, agrees to provide all necessary and reasonable maintenance and repairs to the property described on Exhibit "A" and Exhibit "B", in order to maintain such property in a usable condition.

3. Lessee shall make available to the public for rental purposes, T-hangars and conventional aircraft storage facilities leased to Lessee herein and described on Exhibit B. In its rental of such aircraft storage facilities, the Lessee shall charge reasonable rental rates, consistent with industry standards for this region. Notwithstanding any other provision of this Agreement, the parties recognize and agree that Lessee is not herewith given and shall not exercise exclusive control over the ramp area not specifically leased under this Agreement; and that the public shall have the right, at all times, to ingress and egress, over and through said ramp area, as reasonably necessary for the use by the public of airport facilities at La Porte Municipal Airport.

4. The Lessor expressly reserves from the lease of the Leased Premises the following:

A. All gas, oil and mineral rights in and under the soil.

B. The right to grant utility rights-of-ways to others over, under, through, across or on the Leased Premises, provided that such use will not unreasonably or materially interfere with the Lessee's use of the Leased Premises.

ARTICLE III-A - ADDITIONAL FACILTIES

The Lessee shall have the right to provide additional T-Hangar or tie-down facilities on the property leased herein, but any such additional facility shall only be provided after specific written authorization from the Lessor. Additional facilities shall be provided only in areas specifically authorized by the Lessor and shall be hard surfaced rather than grass areas. The parties further agree that no aircraft will be tied down on grass surface areas within Lessee's leased premises.

ARTICLE III-B - RENTALS AND CHARGES - LEASED PREMISES

1. For the Leased Premises described on Exhibit "A" attached hereto, the base ground rental rate as established in Section 18-179 of the La Porte Code of Ordinances is 1) 0.0302 cents per square foot for undeveloped property, or $1315.51 per acre, and 2) 0.14 cents per square foot for areas designated for conventional or T-hangars as depicted on Exhibit "B" attached hereto, beginning in July of 1995, with both rates being subject to an annual adjustment based on the Consumer Price Index for All Urban Consumers ("CPI-U" herein), and utilization of a baseline index value of 152.5 (the CPI-U in July of 1995) to determine present value.

2. The annual rental amount for the Leased Premises to be paid to the Lessor by Lessee shall be determined by multiplying the said base per square foot rental rate specified under the immediately preceding paragraph by the actual acreage lease by the Lessee, then adjusted for inflation using the CPI-U baseline index of 152.5 to arrive at present value, and as adjusted thereafter on an annual basis based on the CPI-U index value determined for successive calendar years, in the manner herein set forth as follows:

A. The index used for adjustments to actual rental amount due for any lease-year shall be the CPI-U index for the month of December of the calendar year next preceding the year for which the rental rate calculation is made. Each year, Lessor shall provide Lessee with written notice of the applicable rental amount.

B. The index for calculation of rent for the lease year 2023 (April 1, 2023, and ending March 31, 2024) is based on the December 2022 CPI-U index of 296.797, resulting in 1) for undeveloped property (the total area of the Leased Premises), an annual rental amount of Two-Thousand five-hundred sixty and 01/100 dollars ($2,560.26) per acre for the lease year beginning April 1, 2023, and ending March 31, 2024), and 2) for conventional and/or T-hangars space, an annual rental amount based on a rate of 0.272 cents per square foot, for the lease year beginning April 1, 2023, and ending March 31, 2024). T-hangar, office space and conventional hangar annual rental will commence thirty (30) days prior to structure completion.

C. In the event that the United States Department of Labor discontinues publication of the above index or data from which the index can be directly computed, or if the method for the determination of such index is substantially different than that existing at the time this Agreement and Lease is executed, the basis for the rental rate adjustment shall be the most closely comparable index published by the U.S. Government.

ARTICLE III-C - RENTALS AND CHARGES - PAYMENTS

1. The rentals provided in Articles III-A and III-B, above, during the term of this Agreement and Lease shall be paid monthly, in sum equal to 1/12 of the annual rental due hereunder, in advance on the first day of each and every month. In the event that this Agreement and Lease commences or terminates other than on the first or last day of the month, pro-rata payments shall be made for the fractional part of a month involved.

2. The Lessor is entitled to collect and the Lessee agrees to pay all rentals due under this Agreement and Lease to the City of La Porte, La Porte Municipal Airport, La Porte, Texas, without notice to the Lessee. Rentals more than thirty (30) days past due may be subject to a service charge of one percent (1%) per month, based on an annual rate of twelve percent (12%)

3. Without prejudice to any other remedy which otherwise might be used for arrears of rent or other breach of this Agreement, if the Lessor is required or it elects to pay any sum or incurs any obligations or expense, by reason of a failure, neglect or refusal of the Lessee to perform any one or more of the terms, conditions or covenants of this Agreement and Lease or as the result of any act or omission of Lessee contrary to said terms, conditions and covenants, the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the Lessor in the same manner and with like remedies as if it were originally a part of the rent as set forth hereinabove.

ARTICLE IV - ACTIVITIES, USES, PRIVILEGES AND OBLIGATIONS OF THE LESSEE

1. A Fixed Base Operation is defined as a commercial aviation activity conducted by a person, partnership, firm or corporation engaged in the hangaring, maintenance, care and operation of aircraft for use by the public, and such other activities as may be pertinent to such use. This definition specifically includes all terms as set forth in Minimum Requirements for Airport Aeronautical Services at the La Porte Municipal Airport, made a part hereof and attached hereto as Exhibit "C".

2. During the term of this Agreement and Lease, the Lessee agrees to use the Leased Premises for the purposes or activities stated above, subject to the conditions generally or particularly set forth herein, and not to use or permit the use of the Leased Premises or any part thereof for any purposes or activities other than those specifically stated above without first obtaining the express, written approval of the Lessor.

3. Lessee agrees that the rights and privileges granted herein are non-exclusive except as to the Leased Premises which shall be for the exclusive use of the Lessee.

4. The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations and that it and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may from time to time be promulgated by the Lessor, including Ordinance No. 1660, as amended; by the United States of America or by any department or agency thereof, the State of Texas and the City of La Porte. Without limiting the generality of the foregoing, the Standard Minimum Requirements for Airport Aeronautical Services at La Porte Municipal Airport, heretofore adopted by the City Council of the City of La Porte, by Ordinance No. 95-2074, as amended, is incorporated by reference herein and made a part hereof for all purposes.

5. The Lessee agrees, at its own expense, to pay any and all taxes levied by the City, County or other appropriate governmental units and to pay any and all costs or charges for utility services furnished to or required by the Lessee.

6. The Lessee will not suffer or permit to be maintained upon the Leased Premises or upon the exterior of any improvements or appurtenances thereto any billboards, signs or other advertising media except those which have prior written approval of the Lessor. Flashing, rotating, animated or intermittent illuminated type signs are prohibited.

7. Lessee shall utilize on the Airport, only service contractors authorized to operate at the Airport, including, but not limited to vendors of aircraft, aircraft parts, service and fuel, car rental service, taxicab service, vending machine service and the like; it being understood that fees may be imposed or collected by the Lessor from such contractors for the privilege of operating at the Airport.

ARTICLE V - RIGHTS AND COVENANTS OF THE LESSOR

1. The Lessor covenants that it is well seized of the Leased Premises and has good title thereto free and clear of all liens and encumbrances and has full right and authority to lease the same as herein set forth.

2. The Lessor covenants that the Lessee shall have peaceful possession and quiet enjoyment of the Leased Premises during the term hereof so long as the Lessee performs and observes all of the covenants, agreements, terms and conditions hereof.

3. The Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

4. The Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of this Airport as it sees fit, regardless of the desire or views of the Lessee, and without interference or hindrance.

5. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

6. During time of war or national emergency Lessor shall have the right to enter into an agreement with the Unites States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

7. This Agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the Airport.

8. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

9. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of our flight in the air, using said airspace for landing at, taking off from, or operating on or about the Airport.

ARTICLE VI - IMPROVEMENTS AND MAINTENANCE

1. Lessee agrees that construction of all facilities, improvements or appurtenances on or in connection with the Lease Premises is prohibited without the express written consent of the Lessor before commencement of said construction. All facilities, improvements, or appurtenances proposed for construction shall comply with all existing applicable codes, ordinances, laws and regulations relating thereto.

2. The Lessee agrees that no obstruction to air navigation as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation Regulations or subsequent and additional regulations of the Federal Aviation Administration will be constructed or permitted to remain on the Leased Premises. Any obstructions shall be removed by the Lessee at its expense. The Lessee agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of aircraft operating on or above the Airport in airspace protected under rules prescribed by FAR Part 77. The Lessee further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aids or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

3. The Lessee agrees that all utility services required by it during the lease term for the Lease Premises must be paid for by the Lessee including the maintenance cost of service lines.

4. The Lessee agrees, at its own expense, to cause the Leased Premises and any improvements and appurtenances thereto to be maintained in a tenantable and in a safe, neat, clean and presentable condition including, but not limited to, the necessary mowing and snow removal of the Leased Premises during the appropriate periods of the year.

5. The Lessee agrees, at its own expense to keep and maintain in good repair, all structures, pavements, utilities and all other improvements and appurtenances within and upon the Leased Premises, as described on Exhibit "A" attached hereto. Lessee further agrees that Lessor shall have no maintenance responsibilities with respect to the Leased Premises, except Lessor shall be responsible for maintenance of emergency equipment access/ staging areas and Tie-Down areas, as described on Exhibit "B" attached hereto.

6. Lessee agrees, at his own expense, to remove all waste, garbage, and rubbish from the Lease Premises, and agrees not to deposit the same on any part of the Leased Premises except temporarily in connection with collection for removal. No waste, garbage or rubbish will at any time be deposited on any other area of the Airport.

7. Lessee agrees to provide, at its own expense, such janitor, toilet, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Leased Premises and the improvements and appurtenances thereto.

8. The Lessor and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right to enter upon or in the Leased Premises and any improvements thereon for the following purposes:

A. To inspect the Leased Premises and any improvements thereon at reasonable intervals during regular business hours or at any time in case of emergency, to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement and Lease with respect to such Leased Premises.

B. To perform any and all things which the Lessee is obligated to do and has failed, after reasonable notice to do, including maintenance, repairs and replacements of any portion of the Leased Premises, improvements or appurtenances thereto, in which event the Lessee agrees to reimburse the Lessor for reasonable costs thereof promptly upon demand, as set forth herein before.

C. In the exercise of the Lessor's police power.

D. To inspect the Leased Premises and perform any and all things with reference thereto which the Lessor is obligated or authorized to do as set forth herein.

No such entry by or on behalf of the Lessor within or upon the Leased Premises or any improvements thereon shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by the Lessee.

9. Upon termination of this Agreement and Lease at the expiration of the term or for any other reason or cause, the Lessee shall have the right to remove any structures or other improvements and all machinery, fixtures, apparatus and equipment owned by the Lessee and located on the Leased Premises for a period of 120 days after said termination date and upon payment of rentals as provided in Article III hereof to the date of removal of said improvements. The Lessor shall be entitled to have the Lease Premises herein demised returned to it clear of all improvements owned by the Lessee and may require the Lessee to make such restoration by written notification within 120 days following termination of this Agreement and Lease; and, in the event of the failure by the Lessee to restore the Leased Premises as herein required, within 120 days of said written notification, then the Lessor may make such restoration at the Lessee's expense. In the event that Lessee does not remove all said improvements or equipment, and the Lessor elects not to require said restoration of the Leased Premises, then upon the expiration of 120 days from the date of termination of this Agreement and Lease, all structures or other improvements and all machinery, fixtures, apparatus and equipment located on the Leased Premises shall become the property of the Lessor. Underground fuel storage tanks and appurtenances, if any, shall be removed and disposed of in accordance with Federal and State of Texas regulations.

ARTICLE VII - INDEMNIFICATION AND INSURANCE

1. The Lessee covenants and agrees to indemnify and save harmless the City of La Porte, its officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, liens, demands, actions or cause of action of any kind or nature for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of the Lessee on the Leased Premises or in connection with its use of the Leased Premises, and the Lessee further agrees to pay all expenses in defending against any such claims made against the Lessor, including reasonable attorney's fees; provided, however, that the Lessee shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the Lessor, its agents or employees. The Lessee and the Lessor shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party. If the Lessee fails, after written notice from Lessor, to so save harmless and indemnify Lessor, Lessor shall have the right, in addition to its other legal remedies, to declare a default in Lessee's obligation to fulfill and comply with the terms and conditions of this Lease, and Lessor may then proceed to termination of the Lease pursuant to Article IX hereof.

2. The Lessee shall procure and maintain in effect during the term of this Agreement and Lease insurance with companies licensed to do business in the State of Texas, and naming the Lessor as an additional insured and containing a cross liability agreement, providing the following coverages:

Worker's Compensation and Employer Liability	Statutory
Aircraft Liability	$500,000 each occurrence $100,000 each passenger
• Non-owned Aircraft	$500,000 each occurrence $100,000 each passenger
• Airport Premises Liability	$500,000
• Products & Completed Ops.	$500,000
• Contractual Liability	$500,000
• Hangar Keepers Liability	(Risk Analysis)
• Property Insurance for Leased Premises	(Replacement value of lease hold premises)
• Builders Risk	$500,000
• Automobile Liability	Statutory minimum
• Chemical Liability	Statutory

3. A certified copy of each policy evidencing the existence thereof shall be delivered to the Lessor within ten (10) days after the execution of this Agreement and Lease. Each such copy shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Lessor. Each such policy shall not, without obtaining express advance permission from the Lessor, raise any defense involving in any way the immunity of the City of La Porte, its members, officer, agents, or employees, the governmental nature of the Lessor, or the provisions of any statutes respecting suits against the City.

4. The Lessee shall furnish to the City satisfactory evidence that it carries Workmen's Compensation Insurance in accordance with the laws of the State of Texas.

5. In the event that any repairs, alterations, additions, or improvements are made, in, on or to the Leased Premises (excluding the Tie-Down areas) by reason of the use and occupancy of the Leased Premises by the Lessee, then the Lessee covenants and agrees to make such repairs, alterations, additions, or improvements in, on or to the Leased Premises at its own expense. The Lessee covenants and agrees to indemnify and save harmless Lessor from and against all expenses, liens, claims, or damages to either persons or property which may or might arise by reason of any repairs, alterations, additions, or improvements made by the Lessee in, on or to the Leased Premises.

ARTICLE VIII - TERMINATION BY LESSEE

1. In addition to all other remedies available to the Lessee, this Agreement and Lease shall be subject to cancellation by the Lessee should any one or more of the following events occur:

A. The permanent abandonment of the Airport.

B. The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such manner as to substantially restrict the Lessee from conducting its fixed base operation, and the remaining in force of such injunction for at least thirty (30) days.

C. The breach by the Lessor of any of the terms, covenants or conditions of this Agreement and Lease to be kept, performed, and observed by the Lessor, and the failure of the Lessor to remedy such breach for a period of thirty (30) days after written notice from the Lessee of the existence of such breach.

D. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Lessee from conducting its operation, if such restrictions be continued for a period of three (3) months or more.

ARTICLE IX - TERMINATION BY LESSOR

1. In addition to all other remedies available to the Lessor, this Agreement and Lease shall be subject to cancellation by the Lessor should any one or more of the following events occur:

A. If the Lessee shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Re-Organization Act; or if a Receiver for the Lessee's assets is appointed; or if the Lessee shall be divested of its rights, powers and privileges under this Agreement and Lease by other operation of law.

B. If the Lessee shall default in or fail to make any payments at the times and in the amount required of it under this Agreement and Lease.

C. If the Lessee shall abandon and discontinue all aeronautical activities at the Leased Premises.

D. If the Lessee shall fail to perform, keep and observe all the covenants and conditions contained in this Agreement and Lease to be performed, kept and observed by it.

E. If the Lessee shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Texas, or the City of La Porte.

Provided that upon happening of any of the contingencies recited in subparagraphs B, C, D and E above the Lessor shall give written notice to the Lessee to correct or cure such default, failure to perform, or breach, and if, within thirty (30) days from the date of such notice, the default, failure to perform or breach complained of, shall not have been corrected in a manner satisfactory to the Lessor, then, and in such event, the Lessor shall have the right at once and without further notice to the Lessee to declare this Agreement and Lease terminated and to enter upon and take full possession of the Leased Premises and Leased Facilities and, provided further that upon the happening of any one of the contingencies enumerated in subparagraph A hereof, this Agreement and Lease shall be deemed to be breached by the Lessee and thereupon ipso facto and without entry or any other action by the Lessor, the Agreement and Lease shall terminate, subject to be reinstated only if such involuntary bankruptcy or insolvency proceedings, petitions for reorganization, trusteeship, receiver ship, or other legal act divesting the Lessee of its rights under this Agreement and Lease shall be denied, set aside,

vacated or terminated in the Lessee's favor within forty-five (45) days from the happening of the contingency. Upon the happening of said latter event, this Agreement and Lease shall be reinstated as if there had been no breach occasioned by the happening of said contingencies provided that the Lessee shall within ten (10) days discharge any and all sums of money which may have become due under this Agreement and Lease in the interim and shall then remain unpaid and shall likewise fully perform and discharge all other obligations which may have accrued and become payable in the interim. The acceptance of rentals and fees by the Lessor for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Lessee shall not be deemed a waiver of any rights of the Lessor to cancel this Agreement and Lease for failure by the Lessee to so perform, keep, or observe any of the terms of this Agreement and Lease to be kept, performed, and observed by the Lessee.

ARTICLE X - ASSIGNMENT AND SUBLETTING

1. The activities, uses, privileges and obligations authorized herein are personal and the Lessee agrees that it will not assign, subcontract, sublet, or underlet the same or any portion thereof, or assign, subcontract, sublet or underlet the Leased Premises or any portion thereof without the expressed consent of the Lessor in writing and any purported assignment or subcontract in violation hereof shall be void. In no case, however, may the activities, uses, privileges and obligations authorized herein or the Leased Premises or any portion thereof be assigned, subcontracted, sublet, or underlet by the Lessee for any use other than herein specified. All provisions of this Agreement and Lease applicable to the Lessee hereunder shall be equally binding upon any party to which the activities, uses, privileges and obligations authorized herein, leased Premises are assigned, subcontracted, sublet or underlet.

2. The Lessor will not be unnecessarily arbitrary in granting said permission, but the Lessor shall be the sole judge as to the reliability, capability, character, and desirability of the parties involved.

ARTICLE XI - HOLDING OVER

1. In the event the Lessee shall hold over and remain in possession of the Leased Premises herein leased after expiration of this Agreement and Lease without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement and Lease but shall only create a tenancy from month to month which may be terminated at any time by the Lessor, upon delivery of written notice to Lessee.

ARTICLE XII - SUCCESSOR AND ASSIGNS BOUND BY COVENANTS

1. All covenants, stipulations and agreements in this Agreement and Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

ARTICLE XIII - GENERAL PROVISIONS

1. Notices to the Lessor provided for in this Agreement and Lease shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to the City Manager, City of La Porte, 604 West Fairmont Parkway, La Porte, Texas 77571, and notices to the Lessee if sent by certified or registered mail, postage paid addressed to La Jet Porte, 2601 South Broadway, #49 La Porte, Texas 77571 , or to such other respective address as the parties may designate to each other from time to time.

2. The Lessee represents that it has carefully reviewed the terms and conditions of the Agreement and Lease and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities, authorized and required by this instrument.

3. The term "Lessor" as used in this Agreement and Lease means the City of La Porte, and where this Agreement and Lease speaks of approval and consent by the Lessor, such approval is understood to be manifested by act of the City Manager, except as otherwise expressly stated in this Agreement and Lease.

ARTICLE XIV - INVALID PROVISION

1. In the event that any covenant, condition or provision herein contained is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the Lessor or the Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement and Lease.

ARTICLE XV - FEDERAL REQUIREMENTS

1. The right to conduct aeronautical activities or furnishing services to the public is granted to the Lessee subject to Lessee agreeing to:

A. Furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and

B. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

2. The Lessee in exercising any of the rights or privileges herein granted to it shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. The Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this nondiscrimination covenant.

3. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XVI - FAVORED NATIONS CLAUSE

1. Lessor covenants and agrees not to hereafter enter into any lease, contract, or agreement, nor any renewal of any existing leases, with any other party with respect to the Airport, containing more favorable terms than this lease or to grant to any other operator rights, privileges or concessions with respect to the Airport which are not accorded to Lessee hereunder, unless the same rights, privileges and concessions are concurrently and automatically made available to Lessee. It is understood and agreed that the intent of the parties in this paragraph is to provide that Lessee shall not be put at a competitive disadvantage with any other operator rights, privileges or concessions which have not been granted to Lessee or terms and conditions more favorable than those enjoyed by Lessee.

ARTICLE XVII - LESSOR'S APPROVALS

1. Lessor covenants and agrees, in the case of every provision of this lease which requires Lessor approval for certain events or happenings, to not unreasonably withhold permission or approval of Lessee's request to use the leased premises for certain purposes or activities, provided that such request is consistent with the terms of the lease, and provided, further, that the request is consistent with the Minimum Standards for Airport Aeronautical Services at the La Porte Municipal Airport, and other applicable regulatory ordinances affecting the Airport. Lessee's request to Lessor shall be in writing, and Lessor agrees to reply to Lessee's request within thirty (30) days of such written application.

ARTICLE XVII - FORCE MAJEURE

1. Any prevention, delay or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, act of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay or stoppage, except where such performance is the payment of rental or other charges to be paid by Lessee pursuant to the provisions of this Lease.

ARTICLE XIX - ENVIRONMENTAL

1. "Environmental Laws" means all federal, state, and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances. "Hazardous Substances" means, without limitation, radon, radioactive materials, asbestos, urea formaldehyde form insulations, polychlorinated biphenyls, benzene, hazardous materials, flammable explosives, hazardous or toxic wastes, hazardous or toxic substances or related materials including all such wastes, materials and substances as such terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. Sec. 9601 et. seq.], the Resource Conservation and Recovery Act, as amended [42 U.S.C. Sec. 6901 et. seq.] or any other applicable environmental laws and the regulations adopted pursuant thereto and other Environmental Laws governing waste substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives of

any governmental authority with respect thereto. "Polluting Substances" means, without limitation, fuels, crude oil, chemicals, or any other liquid or solid material which if spilled or disposed of on real estate will pollute such real estate. The Leased Premises are not being used for the storage, treatment, generation, transportation, processing, handling or disposal of any Hazardous Substance in violation of any Environmental Laws. In addition, Lessor represents that (a) no release of a Hazardous Substance or Polluting Substance has occurred on the Leased Premises that would constitute a violation of any Environmental Laws; (b) no underground storage tanks have been placed on or exist on the Leased Premises; (c) there have not been nor are there any Hazardous Substances or Polluting Substances in or contaminating any of the land, buildings, structures, or other improvements constituting a part of the Leased Premises that would constitute a violation of any Environmental Laws; and (d) there have not been nor are there any Hazardous Substances in concentrations that exceed amounts permitted by Environmental Laws on or in any of the land, buildings, structures, or other improvements on the Leased Premises.

2. Lessee covenants and agrees, in its use of the Leased Premises, that it shall comply with all Environmental Laws. Lessee covenants and agrees, in its use and occupancy of the leased premises, that (a) no release of a hazardous substance or polluting substance shall occur on the leased premises that would constitute a violation of any Environmental Law; (b) any underground storage tanks placed on the leased premises shall be used in conformity with all Environmental Laws, and all necessary permits shall be obtained therefore; (c) there shall not be any Hazardous Substances or Polluting Substances in or contaminating any of the land, buildings, structures, or other improvements constituting a part of the Leased Premises that would constitute a violation of any Environmental Laws; and (d) there have not been nor are there any Hazardous Substances in concentrations that exceed amounts permitted by Environmental Laws on or in any of the land, buildings, structures, or other improvements on the Leased Premises.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives, effective August 14, 2023.

Lessor:

CITY OF LA PORTE, TEXAS

By: Chuck Engelken

~~Louis Rigby~~ Chuck Engelken
Mayor Pro Tem

ATTEST:

Lee Woodward
City Secretary

CITY OF LA PORTE
HARRIS COUNTY, TEXAS

APPROVED:

Clark T. Askins
City Attorney

Lessee:

For La Jet Porte, LLC

Name: ROBERT L. HAYES JR

Title: MEMBER

Name: Chris de la Mora

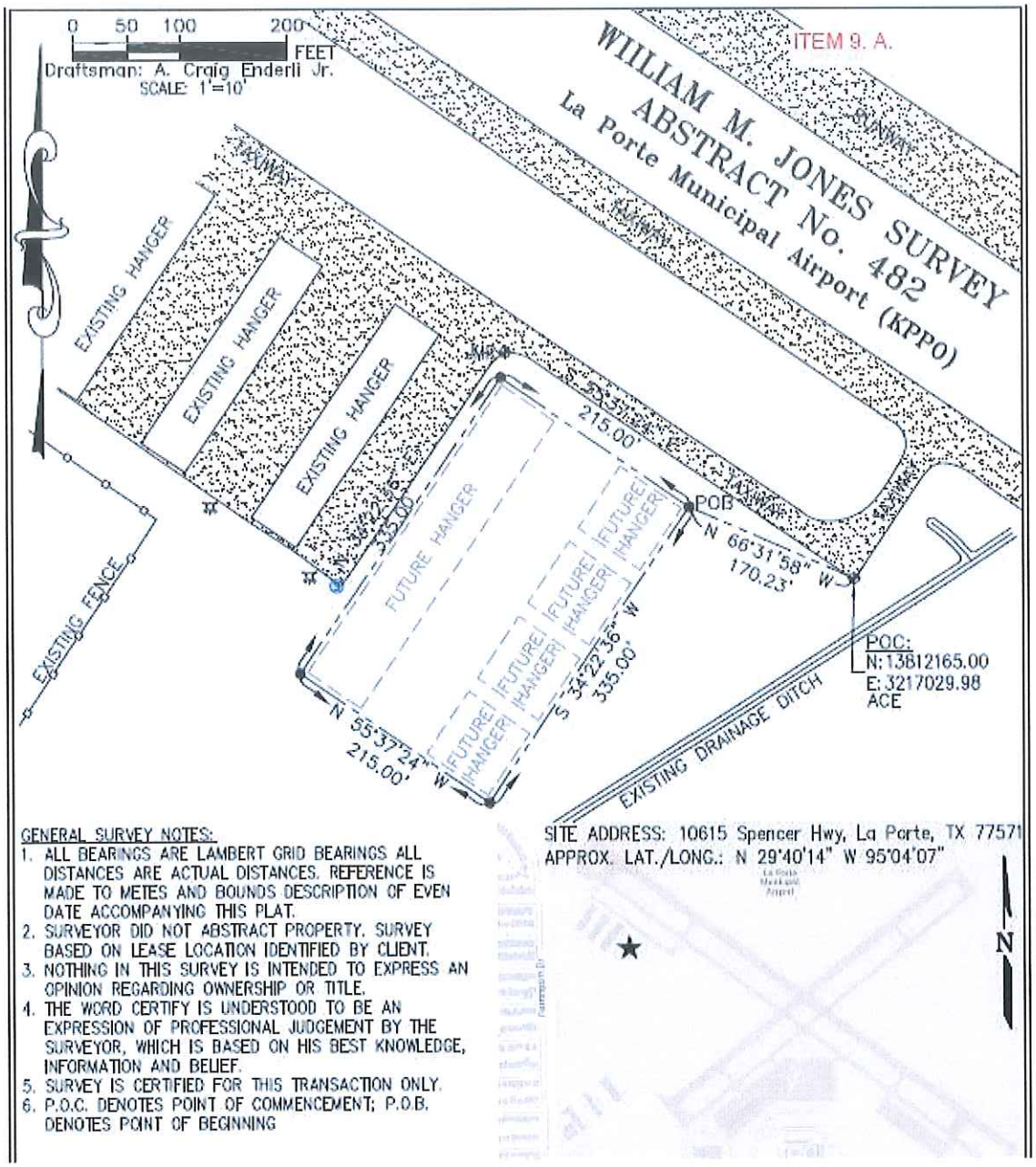
Title: President

Name: ROBERT FISHER

Title: MEMBER

Exhibit "A"

Layout of Leased Premises



GENERAL SURVEY NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANYING THIS PLAT.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEASE LOCATION IDENTIFIED BY CLIENT.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGEMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. P.O.C. DENOTES POINT OF COMMENCEMENT; P.O.B. DENOTES POINT OF BEGINNING

SITE ADDRESS: 10615 Spencer Hwy, La Porte, TX 77571
APPROX. LAT./LONG.: N 29°40'14" W 95°04'07"

Exhibit "B"

Layout of Leased Premises including Proposed Structures.

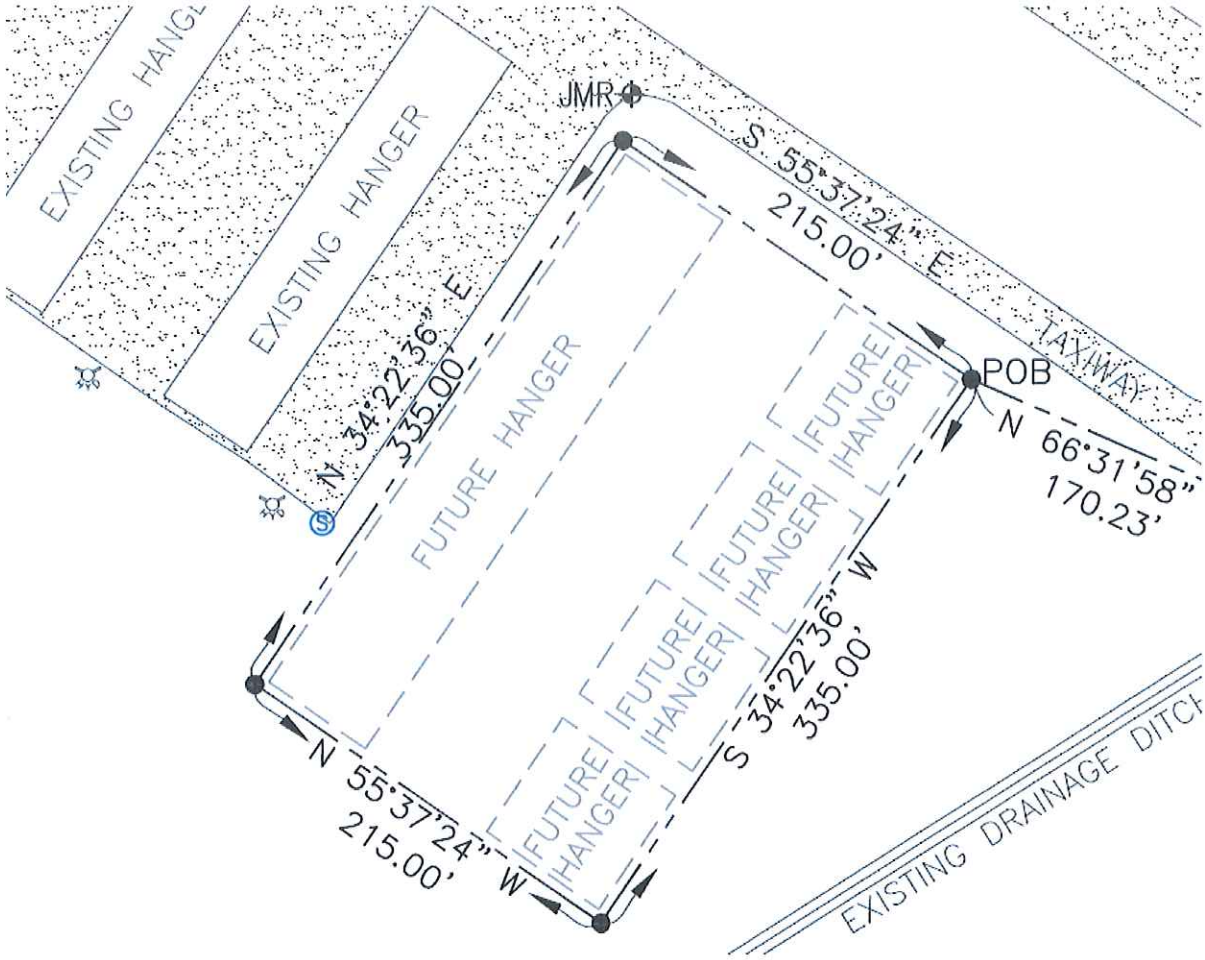


Exhibit "C"

Standard Minimum Requirements for
Airport Aeronautical Services
La Porte Municipal Airport

Secs. 18-145—18-175. - Reserved.

ARTICLE IV. - AIRPORT LEASES

Sec. 18-176. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aeronautical services means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Aircraft means a device that is used or intended to be used for flight in the air.

Airport means the La Porte Municipal Airport, which is that area of land that is used or intended to be used for the landing, takeoff, maintenance, fueling and storage of aircraft, including all buildings and facilities.

Building means permanent structures such as hangars, office spaces, storage facilities and the like used in the storage and/or maintenance of aircraft, parts and other materials used in the maintenance and operation of aircraft, and the administration of airport services, including pilot lounges, restroom facilities, office areas and showrooms. Trailers, portable structures or other temporary buildings are specifically excluded from this definition and are prohibited on the airport without the express written approval of the airport manager.

FAA means the Federal Aviation Administration.

Fixed base operator (FBO) means an operator of a permanent fixed aviation service facility at the airport who engages in two or more aviation activities as outlined in this article.

Manager means the director of public works of the city acting in the capacity of airport manager.

Minimum standards means the qualifications which are established in this article by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

Owner means the city.

Operator means any person, firm, partnership, corporation, association or group providing any one or a combination of aeronautical services to or for aviation users at the airport.

(Ord. No. 95-2074, § 1(Ex. A, § 1), 10-23-95)

Cross reference— Definitions generally, § 1-2.

Sec. 18-177. - Minimum standards for all operators.

The following standards shall apply to all operators, in addition to the rules and regulations for the operation of the La Porte Municipal Airport, as established by article III of this chapter.

(1) *Term of lease.* The lease shall be for a term not less than five and not more than 30 years, with other terms and conditions to be negotiated, commensurate with the operator's financial investment in his facility.

(2) *Qualifications of operator; experience.* The operator, or a supervisory employee, shall have had at least five years' experience in the aeronautical service it wishes to provide. Should an operator not have such experience, but can demonstrate to the owner's satisfaction that he has had equivalent related experience, such experience may be deemed acceptable. A statement of qualification shall accompany the operator's letter of intent to the airport owner.

(3) *Financial qualifications.* Any operator seeking to conduct aeronautical services at the airport must provide the owner a letter setting forth the operator's financial qualifications, to the owner's satisfaction, from a financial institution doing business in the area, or other such source that may be readily verified through normal banking channels. The operator must also demonstrate that it has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the operator will provide proof of current financial net worth showing that applicant holds unencumbered liquid assets in a total amount at least equaling three months estimated maintenance and operating expenses.

(4) *Evidence of insurance coverage.* All operators shall demonstrate to the owner's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. The following shall be established as minimum coverage:

	Minimum Limits	When Needed
Worker's compensation and employer liability	Statutory	Statutory
Aircraft liability	$500,000.00 each occurrence 100,000.00 each passenger	Owned or leased aircraft
Nonowned aircraft liability	$500,000.00 each occurrence 100,000.00 each passenger	Flying nonowned aircraft
Airport premises liability	$500,000.00	Airport premises are owned or leased by tenant

Products and completed operations	$500,000.00	Aircraft repair or service, fuel and oil sale, aircraft sales, avionics repair, aircraft parts sales, manufacturing
Contractual liability	$500,000.00	Hold harmless and indemnification agreement included in a lease
Hangar keepers liability	(Risk analysis)	Nonowned aircraft in care, custody or control of tenant while on ground
Property insurance for leased premises	(Replacement value of lease hold premises)	Covers physical damage to premises leased from the airport
Builders risk	$500,000.00	Construction projects
Automobile liability	Statutory minimum	Owned/nonowned licensed vehicle driven on airport premises
Chemical liability	Statutory	Aerial applicators and fire bombers

The operator shall furnish, annually, a completed insurance certificate to the owner, which shall be completed by an agent authorized to bind the named underwriter to the coverage limits and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated therein. The owner reserves the right to review the insurance requirements of this section during the effective period of operations and to adjust insurance coverages and their limits when deemed necessary and prudent by the risk manager for the owner, based upon changes in statutory law court decisions or the claims history of the industry as well as the operator. The owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies). Upon such request by the owner, the operator shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. The operator agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain the following provision:

a. Provide for ten days' notice of cancellation to the owner for nonpayment of premium, material change or any other cause.

b. Provide for a notice to the owner at the address shown below by registered mail.

c. Provide that all provisions of the lease concerning liability, duty and standard of care, together with the indemnification/defense provision below, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

d. The operator shall notify the owner in the event of any material change in coverage and shall give such notices not less than ten days prior to the change, which notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the owner at the following address:

   City of La Porte
   Attention Airport Manager
   P.O. Box 1115
   La Porte, Texas 77572-1115

e. The permittee agrees to fully indemnify, save and hold harmless the owner against any and all claims, losses, costs and expenses, including costs or expenses incidental to the investigation and defense of the same, based upon or arising out of damage or injuries to any and all persons or their property resulting from the use or occupancy of the property by the operator, or from the acts of omissions of the operator; provided, however, that this subsection shall not create any right to indemnification for any injury, claim or loss occasioned by the sole negligence of the owner.

f. It is further provided that the owner shall give to the permittee prompt and reasonable notice of any such claims or actions, and the operator shall have the right to investigate, compromise and defend the same to the extent of its own interest. This subsection shall not create any cause of action in favor of any third party against the owner or operator, nor shall it enlarge in any way the liability of the owner or operator, this subsection being intended solely to provide for indemnification of the owner from liability for damage to third persons or property as set forth in this subsection.

Subsection (4) of this section is representative of coverages commonly needed. However, the operator should consider having a thorough risk analysis conducted by a competent insurance professional to guarantee proper coverage.

(5) *Required inclusions for leases for ground space and contracts for business.* Each lease for ground space and contract for business at the airport entered into by the owner shall include each of the following as are required by state and federal governments:

a. Fair and nondiscriminatory provisions;

b. Affirmative action assurances;

c. Civil rights assurances;

d. Nonexclusive rights provisions; and

e. Other mandated provisions.

(Ord. No. 95-2074, § 1(Ex. A, § 2), 10-23-95)

Sec. 18-178. - Lease policies.

It is the policy of the city to make the airport available for public use on fair and reasonable terms, and without unjust discrimination, to all types, kinds and classes of aeronautical uses. All leases granted at the airport must comply with leasing policies established by the owner. The following policies are in addition to the minimum requirements as outlined in section 18-177.

(1) All site development at the airport must meet or exceed city zoning, building and environmental regulations.

(2) An existing operator providing a single service who wishes to engage in additional services must meet the minimum standards as outlined in section 18-189.

(3) Fees for leasing activity are established by the city council. Airport revenues are dedicated to the continued operation and development of airport facilities.

(4) Lease preparation fees shall be paid in advance by the prospective lessee. Fees are not refundable and shall be in an amount established by the city and listed in appendix A of this Code.

(Ord. No. 95-2074, § 1(Ex. A, § 3), 10-23-95)

Sec. 18-179. - Lease rates and charges; statement of concept.

Lease rates and charges at the airport are established to ensure that each operator shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other operators making the same or similar uses of the airport, utilizing the same or similar facilities. The rate per square foot is subject to an annual adjustment based on the Consumer Price Index for All Urban Consumers (1982—84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor. The following rates were in effect July 1, 1995, based on an index of 152.5:

	Description	Rate/ Square Foot
(1)	Undeveloped property, one or more acres	$ 0.0302
(2)	Designated use area for T-hangers	0.14
(3)	Paved tiedowns (minimum 25)	144.00/year/tiedown

(Ord. No. 95-2074, § 1(Ex. A, § 4), 10-23-95)

Sec. 18-180. - Aircraft sales.

(a) *Statement of concept.* An aircraft sales operator engages in the sale of new aircraft through franchises or a licensed dealership (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft; and provides arrangements for such repair, services and parts as necessary to meet any guarantee or warranty on aircraft sold.

(b) *Minimum standards.* Minimum standards for an aircraft sales operation are as follows:

(1) The operator shall lease from the owner an area of not less than one acre of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, paved auto parking and paved aircraft access to the airport's taxiway system.

(2) The operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period.

(3) Insurance is required as listed in section 18-177(4).

(4) The operator shall have his premises open and services available eight hours daily, five days a week. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

(5) The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. The operator shall also make available a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the operator.

(Ord. No. 95-2074, § 1(Ex. A, § 5), 10-23-95)

Sec. 18-181. - Aircraft airframe, engine and accessory maintenance and repair.

(a) *Statement of concept.* An aircraft airframe, engine and accessory maintenance and repair operator provides one or a combination of airframe, engine and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

(b) *Minimum standards.* Minimum standards for an aircraft airframe, engine and accessory maintenance and repair operation are as follows:

(1) The operator shall lease from the owner an area of not less than one acre of ground space on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for airframe, engine and accessory repair services, all

meeting with local and state industrial code requirements, office, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.

(2) The operator shall provide sufficient equipment, supplies and availability of parts to maintain the type of aircraft that the operator proposes to service.

(3) Insurance is required as listed in section 18-177(4).

(4) The operator shall have his business open and services available eight hours a day, five days each week. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

(5) The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspection authorization, and one other person not necessarily rated.

(Ord. No. 95-2074, § 1(Ex. A, § 6), 10-23-95)

Sec. 18-182. - Aircraft lease and rental.

(a) *Statement of concept.* An aircraft lease or rental operator engages in the rental or lease of aircraft to the public.

(b) *Minimum standards.* Minimum standards for an aircraft lease and rental operation are as follows:

(1) The operator shall lease from the owner an area of not less than one acre of ground space and on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, classroom, briefing room, pilot lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.

(2) The operator shall have available for rental, either owned or under written lease to the operator, not less than two certified and currently airworthy aircraft.

(3) Insurance is required as listed in section 18-177(4).

(4) The operator shall have his premises open and services available eight hours daily, five days a week. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

(5) The operator shall have in his employ and on duty during the appropriate business hours, a minimum of one person having a current FAA commercial pilot certificate with appropriate ratings, including a flight instructor certificate.

(Ord. No. 95-2074, § 1(Ex. A, § 7), 10-23-95)

Sec. 18-183. - Flight training.

(a) *Statement of concept.* A flight training operator engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' certificates and ratings involved.

(b) *Minimum standards.* Minimum standards for a flight training operation are as follows:

(1) The operator shall lease from the owner an area of not less than one acre of ground space and on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, classroom, briefing room, pilot lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.

(2) The operator shall have available for use in flight training, either owned or under written lease to the operator, not less than two properly certificated aircraft.

(3) Insurance is required as listed in section 18-177(4).

(4) The operator shall have his premises open and services available eight hours daily, five days a week. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

(5) The operator shall have on a full-time basis at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.

(Ord. No. 95-2074, § 1(Ex. A, § 8), 10-23-95)

Sec. 18-184. - Aircraft fuels and oil service.

(a) *Statement of concept.* The sale of aircraft fuels and oil service will be conducted by an operator providing at least one additional aeronautical service, as described in this article, at the airport, with applicable minimum standards, excluding sections 18-187(c)(2) and 18-187(d)(1). A fuel vendor may operate as full-service, self-service, including automated fuels systems, or a combination.

(b) *Minimum standards.* Minimum standards for an aircraft fuels and oil service operation are as follows:

(1) An operator shall construct and maintain his facilities and shall conduct fueling operations in compliance with all applicable city, state, and federal laws and regulations, whether presently in effect or enacted hereafter. The operator shall also comply with all standards of the National Fire Protection Association and the American Petroleum Institute including, but not

limited to, those standards set out in the National Fire Protection Association's Pamphlet No. 407, "Aircraft Fueling and Servicing," and the American Petroleum Institute's Bulletin No. 1542, "Airport Equipment Marking for Fueling Identification."

(2) Insurance is required as listed in section 18-177(4).

(3) Fueling facilities and equipment to be provided are as follows:

a. A fuel vendor shall provide transient aircraft with a parking area having access to the airport runway/taxiway systems.

b. The fuel vendor shall provide Avgas (jet fuel optional) seven days a week, eight hours per day. Full-service fuel vendors must provide trained and competent employees.

c. The full-service fuel vendor shall provide a customer reception area and services conducive to general aviation transient aircraft.

d. A fuel storage tank for each type of fuel stored shall be installed by the operator in a location approved by the owner.

e. Notwithstanding subsection (b)(3)d of this section, an operator shall be allowed to use either fixed or aboveground dispensing equipment or mobile dispensing trucks.

f. For each type of fuel dispensed, the operator shall have separate, filter-equipped dispensing pumps and meters.

g. If an operator uses mobile dispensing trucks, the vendor shall have at least one truck for each type of fuel used.

h. The operator shall obtain the written approval of the owner prior to construction or installation of any improvement on the operator's leased premises.

i. The operator shall maintain all fueling facilities in a safe and clean condition, equal in appearance and character to other similar airport improvements.

(4) The operator shall maintain accurate records of all fuel delivered and dispensed and shall allow the owner to inspect its records at any time.

(Ord. No. 95-2074, § 1(Ex. A, § 9), 10-23-95)

Sec. 18-185. - Radio, instrument or propeller repair station.

(a) *Statement of concept.* A radio, instrument or propeller repair station operator engages in the business of and providing a shop for the repair of aircraft radios, propellers, instruments or accessories for general aviation aircraft. This category may include the sale of new or used aircraft radios, propellers, instruments or accessories. The operator shall hold the appropriate repair shop certificates issued by the FAA.

(b) *Minimum standards.* Minimum standards for a radio, instrument or propeller repair station operation are as follows:

(1) The operator shall lease from the owner an area of not less than one acre of ground space on which a building shall be erected to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, to house all equipment, and to provide an office, shop, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.

(2) Insurance is required as listed in section 18-177(4).

(3) The operator shall have his premises open and services available eight hours daily, five days each week.

(4) The operator shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one person who is an FAA rated radio, instrument or propeller repairman.

(Ord. No. 95-2074, § 1(Ex. A, § 10), 10-23-95)

Sec. 18-186. - Aircraft charter and air taxi.

(a) *Statement of concept.* An aircraft charter and an air taxi operator engages in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Regulations under part 121 and/or part 135.

(b) *Minimum standards.* Minimum standards for an aircraft charter and air taxi operation are as follows:

(1) The operator shall lease from the owner an area of not less than one acre of ground space on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, which shall be properly heated and lighted; and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.

(2) The operator shall provide, either owned or under written lease, type, class, size and number of aircraft intended to be used by the operator, not less than one aircraft which must meet the requirements of the air taxi commercial operator certificate held by the operator.

(3) Insurance is required as listed in section 18-177(4).

(4) The operator shall have his premises open and services available eight hours daily, five days each week. The operator shall provide on-call service during hours other than the aforementioned. The operator shall make provisions for someone to be in attendance in the office at all times during the required operating hours.

(5)

The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to conduct the flight activity offered by the operator.

(Ord. No. 95-2074, § 1(Ex. A, § 11), 10-23-95)

Sec. 18-187. - Aircraft storage.

(a) *Statement of concept.* An aircraft storage operator engages in the rental of conventional hangars, multiple T-hangars, and/or paved tie-downs.

(b) *Minimum standards; conventional hangar.* Minimum standards for a conventional hangar are as follows:

(1) The operator shall lease from the owner an area of not less than one acre of ground space on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.

(2) Insurance is required as listed in section 18-177(4).

(3) The conventional hangar operator shall have his facilities available for the tenant's aircraft removal and storage seven days a week, eight hours a day.

(4) The operator shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.

(c) *Minimum standards; multiple T-hangars.* Minimum standards for multiple T-hangars are as follows:

(1) The operator shall lease from the owner at least one acre of ground space on which shall be erected at least one ten-unit T-hangar, together with paved auto parking, paved aircraft access to the airport's taxiway system, and shall provide a restroom and electricity for customer use.

(2) Alternative leasing is available at the designated use area for the construction of T-hangars, which is complete with paved auto parking, paved aircraft access to the airport's taxiway system and city utilities. Minimum standards are the same as subsection (c)(1) of this section.

(3) Insurance is required as listed in section 18-177(4).

(4) The T-hangar operator shall have his facilities available for the tenant's aircraft removal and storage 24 hours per day, seven days a week.

(d) *Minimum standards for open air storage.* Minimum standards for open air storage are as follows:

(1)

The operator shall lease from the owner at least one acre and construct at least ten paved tiedowns, together with paved auto parking and paved aircraft access to the airport's taxiway system.

(2) Alternate leasing is available at the airport's paved tiedown area, which is complete with paved auto parking and paved aircraft access to the airport's taxiway system. Operators desiring to lease the airport's paved tie-downs must meet the following minimum standards:

a. The operator must lease at least 25 tiedowns from the owner.

b. The operator must meet all minimum standards established in subsection (b) of this section.

(3) Insurance is required as listed in section 18-177(4).

(4) The open air storage operator shall have his facilities available for the tenant's aircraft removal and storage 24 hours per day, seven days a week.

(Ord. No. 95-2074, § 1(Ex. A, § 12), 10-23-95)

Sec. 18-188. - Specialized commercial flying services.

(a) *Statement of concept.* A specialized commercial flying services operator engages in air transportation for hire for the purpose of providing the use of aircraft for the activities listed as follows:

(1) Nonstop sightseeing flights that begin and end at the same airport;

(2) Crop dusting, seeding, spraying and bird chasing;

(3) Banner towing and aerial advertising;

(4) Aerial photography or survey;

(5) Power line or pipeline patrol;

(6) Firefighting; and

(7) Any other operations specifically excluded from part 135 of Federal Aviation Regulations.

(b) *Minimum standards.* Minimum standards for a specialized commercial flying services operation are as follows:

(1) The operator shall lease from the owner an area of not less than one acre of ground space on which shall be erected a building to provide or is an existing building that provides at least 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system. In the case of crop dusting or aerial application, the operator shall make suitable arrangements and have such space available in his leased area for safe loading and unloading and storage and containment of chemical materials. All operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.

(2) The owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All operators will, however, be required to maintain the aircraft liability coverage as set forth in section 18-177(4).

(3) The operator shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards set forth in this section in an efficient manner.

(Ord. No. 95-2074, § 1(Ex. A, § 13), 10-23-95)

Sec. 18-189. - Fixed base operator (FBO).

(a) *Statement of concept.* A fixed base operator (FBO) engages in any two or more of the aeronautical services for which minimum standards have been provided in this article.

(b) *Minimum standards.* Minimum standards for a fixed base operator (FBO) are as follows:

(1) The operator shall lease from the owner an area of not less than two acres of ground space on which shall be erected a building to provide or is an existing building that provides at least 10,000 square feet of floor space for aircraft storage, shop and equipment, office, customer lounge and restrooms, and shall provide public telephone facilities for customer use, paved auto parking and paved aircraft access to the airport's taxiway system.

(2) The operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by the operator except aircraft used for crop dusting, aerial application or other commercial use of chemicals.

(3) The operator shall provide the facilities, equipment and services required to meet the minimum standards as provided in this article for each aeronautical service the operator is performing.

(4) The operator shall obtain, as a minimum, that insurance coverage which is equal to individual insurance requirement of all the aeronautical services being performed by the operator, as set forth in section 18-177(4).

(5) The operator shall adhere to the hours of operation required for each aeronautical service being performed.

(6) The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the operator is performing as provided in this article. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the operator.

(Ord. No. 95-2074, § 1(Ex. A, § 14), 10-23-95)

Sec. 18-190. - Flying clubs.

(a) *Statement of concept.* The club must be a nonprofit corporation or partnership. Each member must be a bona fide owner of the aircraft or stock holder of the corporation.

(b) *Minimum standards.* Minimum standards for a flying club are as follows:

(1) The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft and any facilities. The club will keep current a complete list of the club's membership and a record of club finances and will make such available to the owner upon request.

(2) The club's aircraft will not be used by other than bona fide members and by no one for hire, charter or air taxi. Student instruction may be given in the club aircraft by one club member to another club member, providing no compensation takes place. Otherwise, it must be given by an operator with a current agreement with the owner, as set forth in section 18-183.

(3) If the club fails to comply with the conditions contained in subsections (b)(1) and (b)(2) of this section, the owner will notify the club in writing of such violations. The club shall have 14 days to correct such violations. If the club fails to correct the violations, the owner may demand the club's removal from the airport.

(4) The flying club must agree and provide as a minimum insurance in the following categories to the same level as required for all operators, as set forth in section 18-177(4):

a. Aircraft liability; and

b. Comprehensive public liability and comprehensive property damage, including vehicular.

(5) Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require an FAA certificated mechanic. All other maintenance must be provided by an operator based on the airport who provides such service, or by an FAA certified mechanic who shall not receive remuneration in any manner for such service.

(6) If the club desires to operate its own storage facility, it must comply with all requirements as set forth in section 18-182.

(Ord. No. 95-2074, § 1(Ex. A, § 15), 10-23-95)

Sec. 18-191. - Operators subleasing from another commercial operator.

(a) Prior to finalizing an agreement, the lessee and sublessee shall obtain written approval of the owner for the business proposed. The sublease shall define the type of business and service to be offered by the sublessee operator.

(b)

The sublessee operator shall meet all of the minimum standards established by the owner for the categories of services to be furnished by the operator. The minimum standards may be met in combination between the lessee and the sublessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sublessee that shall be used to meet the standards.

(Ord. No. 95-2074, § 1(Ex. A, § 16), 10-23-95)

Sec. 18-192. - Other aviation-related operator.

(a) Any operator wishing to conduct an aviation-related activity not covered by this article will submit a detailed request, in writing, describing the activity to be conducted, the proposed lease area and any improvements to be made to the property.

(b) The owner will examine the request and determine the appropriate standards for that activity, following as closely as possible standards for the activity that most closely matches the proposed activity.

(c) The owner reserves the right to determine the appropriateness of the activity, applicable standards to be applied, and the minimum lease area and required improvements.

(d) Nothing in this section requires the owner to approve of the proposed activity, and the owner reserves the right to deny the application.

(Ord. No. 95-2074, § 1(Ex. A, § 17), 10-23-95)

Sec. 18-193. - Environmental standards.

Any operator, person, party, firm or corporation operating on the airport must comply with all federal, state and local environmental regulations, including the Environmental Protection Agency, state natural resource conservation commission and the city.

(Ord. No. 95-2074, § 1(Ex. A, § 18), 10-23-95)

Exhibit "D"

Lessee's Construction Schedule

Lessee covenants and agrees with Lessor to keep and maintain the following construction milestones in the planning and construction of an aircraft storage complex as depicted on Exhibit "B".

Phase 1- Two (2) 4,900 square foot (more or less) conventional style "corporate" hangars and One (1) 19,500 square-foot T-hangar with asphalt ramp adjoining existing ramp and taxiway.

A. Site Plan submitted by September 1, 2023
B. Construction begins by December 1, 2023
C. Construction completed by May 31, 2024

Phase 2- Two (2) 4,900 square foot (more or less) conventional style "corporate" hangars.

A. Site Plan submitted by September 1, 2024
B. Construction begins by December 1, 2024
C. Construction completed by May 31, 2025

AGENDA ITEM # 6

Presentation and Discussion

a. Main Street Assessment
b. Main Street Master Plan

CITY OF LA PORTE
DOWNTOWN ASSESSMENT

Texas DOWNTOWN

TEXAS DOWNTOWN…

- Founded 38 years ago in 1985
- Texas' only statewide organization dedicated to downtowns
- Independent, non-profit
- Open to all members: Cities, Counties, EDCs, Chambers, Downtown Associations, Small Businesses, Individuals
- Offer a Variety of Member Services
- **TexasDowntown.org**

Texas DOWNTOWN

TEXAS DOWNTOWN IS MISSION-DRIVEN:

Texas Downtown provides members with resources, advocacy, education and connections to develop vibrant districts.

Texas DOWNTOWN

DOWNTOWN ASSESSMENT PROCESS

- Starts with a stakeholder survey and researched community before visit
- Day-long visit, team members explored downtown and visited with business owners, taking notes
- La Porte team members:

Shelly Hargrove, *Texas Downtown*
Tina Israel, *City of Bay City*
Suzy Lawrence, *Texas Downtown*
Amy Miller, *City of Elgin*
Tania Moody, *City of Levelland*
Sarah O'Brien, *Consultant*
Rayna Teicheira, *City of Navasota*

Texas DOWNTOWN

INITIAL OBSERVATIONS:

Ideally located downtown:

- Five-minute drive from Sylvan Beach Park
- Close proximity to several La Porte schools
- High ratio of quality restaurants
- Significant number of underdeveloped properties
- Downtown has great potential to be a vibrant, live, work, play destination in the Greater Houston area

To capitalize on these assets, the following recommendations are organized around:

- Physical Downtown Design
- Economic Redevelopment and Business Mix
- Promotion and Special Events
- Organizational City Processes

Texas DOWNTOWN

PHYSICAL DOWNTOWN DESIGN

- For a quick win, add high quality banner brackets and flagpole holders to the downtown light poles along the main thoroughfares of the Main Street district.
- Work with a downtown wayfinding company, and invite TxDOT, La Porte I.S.D., and Harris County representatives to the table, to create and implement in a timely fashion a downtown wayfinding signage plan that helps locals and visitors to easily find public restrooms at Five Points Plaza, public parking, chamber, museum, Sylvan Beach Park and Pier, La Porte schools, and other nearby attractions to also help pull travelers off the main highway into downtown.
- Downtown lighting equates to safety. Have a downtown lighting assessment done, to determine how much more downtown lighting needs to be added for pedestrian safety after dark and to encourage downtown shopping after hours and more evening business at restaurants. Add LED lighting to light up La Porte's downtown water tower as a visual in downtown, consider using different colors during different times of the year.

Texas DOWNTOWN

PHYSICAL DOWNTOWN DESIGN

Continue and expand current downtown landscaping and landscape maintenance into empty downtown tree beds and on city-owned green properties downtown. Native plants can withstand extreme weather conditions and add color to make downtown more lush. Consider green screening vacant city-owned lots with colorful native bushes inside the sidewalk that provide a buffer and urban edge.

Texas DOWNTOWN

PHYSICAL DOWNTOWN DESIGN

Build a strong working relationship with La Porte's TxDOT Area Engineer **Jamal Elahi, P.E.**, to work on a La Porte gateway sign on the main north-south highway 146 so visitors will know where La Porte begins and ends. Also, work with TxDOT on downtown wayfinding signage, speed limits, additional lighting, and crosswalks at Main Street and Broadway to increase pedestrian safety and provide some traffic calming measures to reduce speeds through the pedestrian district since it is used as a cut through.

Texas DOWNTOWN

ECONOMIC REDEVELOPMENT & BUSINESS MIX

- Conduct a survey of downtown residents to determine needs currently unmet. Find out what La Porte locals would like to see and will support downtown that is currently missing. Use this info to develop a "Top 10" target list of small businesses and make that public through the local media and on the Downtown/EDC website so if anyone in the area is thinking about opening a small business in downtown, they know what is in high demand.
- Have a retail leakage study done by your regional council of government to see what locals are buying out of town and post that info near the "Top 10" businesses requested.

Texas DOWNTOWN

PROMOTION & SPECIAL EVENTS

- Evaluate and assess impact of events on tourism and downtown small businesses by visiting with business owners during and after the event, surveying for areas of improvement, and evaluating sources of possible data (i.e., cell phone analyses, sales tax revenue in downtown district)

- Consider relocating the Saturday Trade Days Market from the Five Points Plaza back to the center of the Main Street district if the purpose of the event was to create pedestrian traffic in front of downtown small businesses to help initiate retail sales. With so many great restaurants downtown, consider recruiting more farmer's market food and drink type vendor that complement and not compete

Texas DOWNTOWN

ORGANIZATIONAL CITY PROCESSES

- Prioritize downtown in city's overall economic development strategy and city budget. Make it known that downtown is important and developers and local investment will follow if they see consistently see positive public reinvestment projects and high-quality special events.

- Provide dedicated funding to downtown economic development incentives, including ones that can help fill vacant spaces like the ones in the heart of the Main Street district.

- Review and revise downtown development ordinances to ensure they are aligned with the goals for downtown.

Texas DOWNTOWN

“One thing is certain:
If you do it for the local,
the visitor will come;
if you do it for the visitor,
you will lose the local and
eventually the visitor,
because it is the local
that gives a place character.
Read Jane Jacobs to fully understand.”

~Roberta Brandes Gratz

Texas DOWNTOWN

THANK YOU! QUESTIONS?

Shelly Hargrove

Marketing & Communications

shelly@texasdowntown.org

TexasDowntown.org

Texas DOWNTOWN

City of La Porte Downtown Assessment Report

Completed: November 2023

About Texas Downtown
Texas Downtown (TXDT) was founded in 1985 to connect and serve communities, businesses, and champions of downtowns across the state. Today, **our mission is to provide members with resources, advocacy, education, and connections to develop vibrant districts.** We represent over 300 members from cities and towns, economic development corporations, nonprofits including chambers of commerce and downtown associations, small business, and individuals.

Downtown Assessment Process
Downtown assessments are offered as a Texas Downtown member service as part of our Downtown Assistance Program (DAP) and are designed to bring a group of downtown professionals to a city's downtown district to assess existing conditions and make realistic, attainable recommendations. The process begins with a downtown stakeholder survey, and extensive research by assessment team members prior to arrival in the member community.

During the day-long site visit, team members explore downtown, visit with business owners, and take notes. Team members are trained to identify opportunities and challenges, and to recommend best practices and strategies to enhance the downtown district and community. Team recommendations are compiled by Texas Downtown staff and include short (present-2 years), mid (2-5 years), and long-range recommendations (5+ years).

Each assessment team is handpicked based on the community's existing needs and challenges. Led by Texas Downtown staff, the La Porte team included the following members:

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Shelly Hargrove, *Marketing and Communications, Texas Downtown*
Tina Israel, *Main Street Manager, City of Bay City*
Suzy Lawrence, *Executive Director, Texas Downtown*
Amy Miller, *Community Services Director, Public Information Officer, City of Elgin*
Tania Moody, *Main Street Manager, City of Levelland*
Sarah O'Brien, *Consultant, Sarah "Main Street"*
Rayna Teicheira, *Economic Development Director, City of Navasota*

Initial Observations
La Porte has an ideally located downtown that is a five-minute drive from Sylvan Beach Park on Galveston Bay which the city could capitalize on since there aren't many historic Texas downtown districts that are close to coastal waters. With close proximity to several La Porte schools, a high ratio of quality restaurants in downtown, and a significant number of underdeveloped properties, downtown has potential to be a vibrant, live, work, play destination in the Greater Houston metro area. In order to capitalize on these assets, the following recommendations are organized around:

- Physical Downtown Design
- Economic Redevelopment and Business Mix
- Promotion and Special Events
- Organizational City Processes

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Physical Downtown Design
Short-term

- For a quick win within six months, add high quality banner brackets that can resist high wind loads and flagpole holders to the downtown light poles along the main thoroughfares of the Main Street district. Print downtown custom banners using strong seasonal photos/visuals. These banners will welcome locals and visitors to downtown La Porte for placemaking and traffic-calming purposes. Make sure the bottom bracket is above any minimum height clearance. Plan for ongoing maintenance and expense of changing out these banners quarterly.

- Friday night football and other school sports are big in La Porte, and the school district is a downtown neighbor, why not partner with the chamber to produce custom orange and white La Porte bulldog flags for businesses and hometown supporters to purchase as a fundraiser to display downtown on game/competition dates and to fly at their homes across the city, etc. Flags provide color and movement to downtown which add energy to the district. Consider selling them on an annual basis.

- Work with a professional downtown wayfinding company, and invite TxDOT, La Porte I.S.D., and Harris County representatives to the table, to create and implement in a timely fashion a downtown wayfinding signage plan that helps locals and visitors to easily find public restrooms at Five Points Plaza, public parking, chamber, museum, Sylvan Beach Park and Pier, La Porte schools, and other nearby attractions to also help pull travelers off the main highway into downtown.

- Current downtown public parking signage is too small and not in the line of sight for pedestrians or drivers to be effective. For short term, produce a sign or static cling decal for downtown business storefronts that designate where public restrooms are located. Sticker or sidewalk corner signage with QR codes that advertise a downtown website page with a downtown parking map could also be placed on trash receptacles, at Sylvan Beach Park and Pier, and signage at City Hall, etc.

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- Take an inventory of downtown La Porte parking spaces in the district and produce a digital downtown parking map to post on the main La Porte websites and distribute printed copies to downtown business/property owners so they can educate their customers online and in person of where to park to patronize their business.

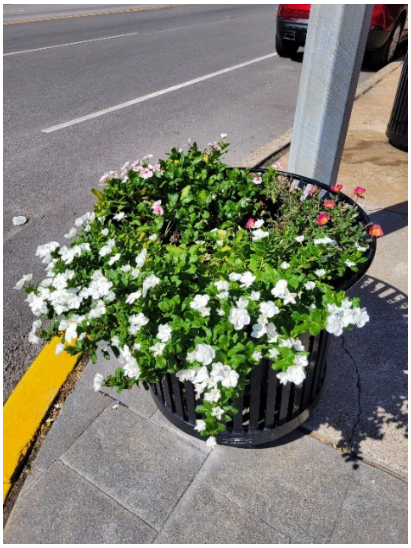
- Label current on-Main Street parking with Customer Only Parking from Monday-Friday 8-5 p.m.? on the asphalt so there is no confusion that it is not a bike lane and can be used for customer parking. And create a system of clearly marked public parking areas with native blooming landscape screening the parking lots, so they look safer and appealing to female shoppers. Plant shade street trees throughout public parking lots to provide shade during the summer months.

- Downtown lighting equates to safety, and female shoppers will stay longer and shop more if they feel safe. Have a downtown lighting assessment done, (this can be done in house to expedite the process and save costs) to see how much more downtown lighting needs to be added for pedestrian safety after

dark and to encourage downtown shopping after hours and more evening business at restaurants. Add LED lighting to light up La Porte's downtown water tower as a visual in downtown, consider using different colors during different times of the year.

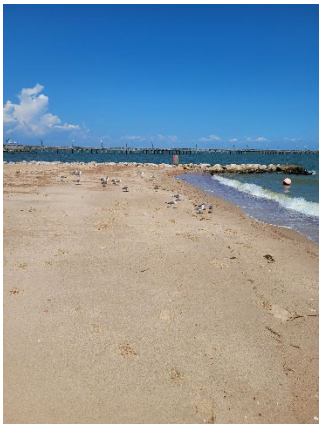
- Help facilitate every downtown vacant property to make visual improvements to their curb appeal and have available properties more visually engaging so that customers want to keep walking downtown to occupied spaces. The city could provide a reimbursement incentive for cleaning windows regularly; adding For Lease/Sale signage at each location listing the current zoning, possible uses and property owner/realtor contact info; applying vinyl window photo/image of what business is coming soon; creating window displays that show other downtown small business wares or public art; or painting a temporary mural.

- Continue and expand current downtown landscaping and landscape maintenance into empty downtown tree beds and on city-owned green properties downtown. Native plants can withstand extreme weather conditions and add color to make downtown more lush. Consider green screening vacant city-owned lots with colorful native bushes inside the sidewalk that provide a buffer and urban edge.



- Currently, downtown La Porte's color scheme is bland. Consider adding splashes of color when possible since you are so close to the coast and water. Color in native landscaping, color in new light pole banners and bulldog flags, different colors in a downtown La Porte logo, color with added downtown public art, etc.

- With so many visitors within a 5-minute drive of downtown, encourage biking to and from Sylvan Beach Park by creating colorful or artistic bike racks downtown and placing them in areas where they can be used near the Chamber of Commerce corner.



- Trim current street trees to raise branches so that people can see business storefront signage and the Shop Main Street signage across the street. Or consider lowering the Shop Main Street sign or moving it to a more visible location like the Chamber of Commerce corner.

- Add and encourage (with incentives if necessary) more shade from the Texas sun by using storefront awnings and canopies as well as more street trees to increase and encourage pedestrian activity. Assist downtown businesses navigate the downtown incentive grant process to add pedestrian signage that can be read while walking up and down the sidewalk for example under awning/canopy signs, window signage and sandwich board signs. Currently, visitors can't see what other businesses are located down the street without walking out into traffic.

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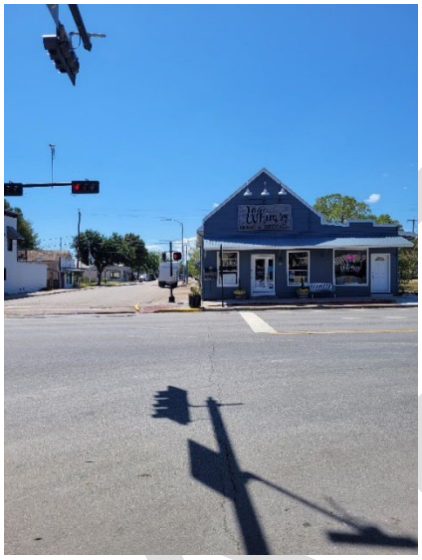
- Work with TxDOT to add striped pedestrian crossing walks and pedestrian heads with countdown numbering on automatic cycle without having to push a button at all the major downtown intersections to encourage safe crossings for locals and visitors to patronize small businesses across the street.



- Reach out to get more local leaders and youth at the "Downtown Table", including students and La Porte I.S.D. representatives to get more broad reaching buy-in, this is La Porte's future workforce and leaders. Get students engaged in planning and executing downtown public art and special event projects.

- Capitalize on the La Porte's downtown history and develop some public art around it for visitors to visualize the local story. The blank wall on the side of the Chamber of Commerce building might be a highly visible location for a mural.

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Be sure to not directly paint on brick that has never been painted, but public art can be treated like a small billboard and either painted or printed on a UV-rated canvas that is then installed in the mortar joints of the wall to protect the brick.

See Georgetown (Red Poppy Capital of Texas) and Elgin (Sausage Capital of Texas) examples below.

- Look at painting or wrapping all the utility boxes downtown with public art to emphasize the downtown gateways for placemaking and traffic calming purposes. This type of project could allow students and local artists to contribute to the downtown streetscape.

- Consider adding colorful UV-rated sail shades to Five Points Plaza and on city-owned downtown green spaces so visitors can get more shade during the day and add string lighting for the evenings to add to downtown's clean and safe environment.

Physical Downtown Design
Mid and Long-term

- Build a strong working relationship with La Porte's TxDOT Area Engineer **Jamal Elahi, P.E.**, Jamal.Elahi@txdot.gov , 281/464-5501 to work on a La Porte gateway sign on the main north-south highway 146 interstate so visitors will know where Pasadena ends and La Porte begins. See League City's landscaped monument signage below. Also work with TxDOT on downtown wayfinding signage, speed limits, additional lighting, and crosswalks at Main Street and Broadway to increase pedestrian safety and provide some traffic calming measures to reduce speeds through the pedestrian district since it is used as a cut through.

- Join and become active as a Keep Texas Beautiful Community to take advantage of awards offered by their Governors Community Achievement Awards (GCAA). The award amounts are substantial - for populations up to 40,000 it's $210,000. 2024 GCAA applications open January 2 – February 15, and

Texas Downtown will be co-hosting a free webinar to learn more on Wednesday, December 6.

- Look into the certification program and consider becoming a certified Scenic Texas City to increase La Porte's model standards for high quality public spaces downtown and city wide.

- Update zoning for appropriately designed downtown infill to close the urban edge gaps of the "missing teeth" spaces on downtown's Main Street. Komatsu Architecture in Fort Worth, for example, has designed several great examples of compatible new construction in downtowns.

- Add a downtown map kiosk like a town center/mall map at the corner of the Chamber of Commerce building that lists downtown businesses and local historical markers and points of interest and has a brochure rack to share downtown and event flyers.

- Preserve the city-owned green space for an event space for the Trade Days Saturday market and other future downtown events until you can use it as an incentive to recruit a target downtown restaurant or mixed-use project with upper-floor residential. Program the space since it's a green space on Main Street to make it more engaging year-round, investigate adding some shade and public art that is instagram-worthy. Pull in live music to special events when

possible and encourage downtown businesses to add live music to their venues.

Economic Redevelopment and Small Business Mix
Short-term

- Capitalize on existing downtown residents and identify needs that are currently unmet (i.e., groceries, restaurants, alcohol, services, special events, etc.). Conduct a survey of downtown as well as residents every other year to determine needs and how downtown residents prefer being communicated with, i.e., social media platforms. Find out what locals would like to see and will support downtown that is currently missing. Use this info to develop a "Top 10" target list of small businesses you'd like to see in downtown and make that public through the local media and on the Downtown/EDC website so if anyone in the area is thinking about opening a small business in downtown, they know what is in high demand.

- Have a retail leakage study done by your regional council of government to see what locals are buying out of town and post that info near the "Top 10" businesses requested for downtown. These are the top target businesses you want to recruit downtown if they are the right fit.

- Expand the demographics for the young merchants' program – increase the age limit to allow for young business owners (up to 25 or 30 years old) and then move them in to an incremental business development program to help address downtown vacancies.

- Look into the historic theater property for sale. This could be a catalyst project for downtown by encouraging more performing arts, live music, and adding more nightlife entertainment. Downtown Bryan has the President's Award-winning Queen Theatre and downtown Georgetown has the performing arts Palace Theatre to name a few.

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- The corner La Porte-Bayshore Chamber building could be a one-stop-shop to have the Chamber, Visitor Center, Downtown Development and EDC office in the same convenient location for developers and entrepreneurs wanting to open a business locally.

- Focus initially on the central area of Main Street between Broadway and MLK Dr. and work to create a cluster of compatible restaurants and beverage-focused, retail, small-scale manufacturing (breweries, distilleries) and entertainment uses (glass-blowing art, etc.) at street level. Incentivize property owners to lease to these types of businesses (use 380 agreements to share sales tax from new businesses with property owners).

- Is a Downtown La Porte Association for downtown business and property owners in demand? If so, start with a survey of them to see what they want in partnership with the city. Even an informal group would allow for better communication and cross-promotion. Have the city host a quarterly or every other month "Downtown Low Down" meeting in a downtown business or

location where the city department heads that have projects going on in downtown give a 5–10-minute update of what is going on in downtown for that time period so downtown property/business owners are more in the loop and know the progress and timelines of upcoming downtown projects.

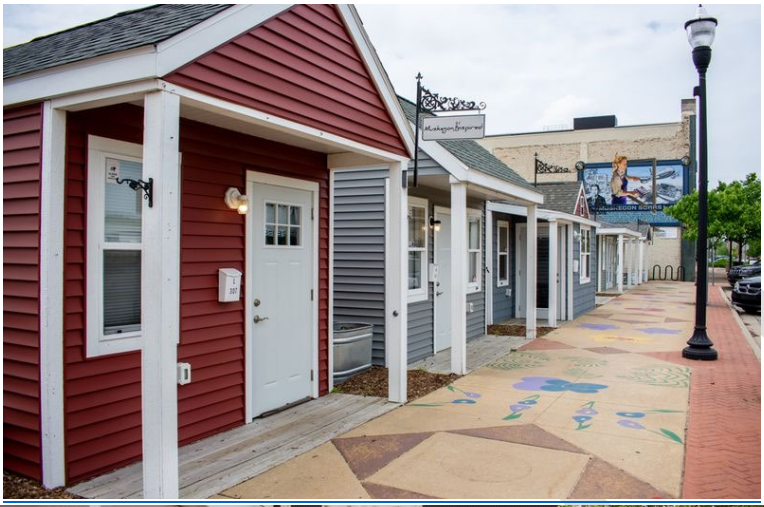
Economic Redevelopment and Small Business Mix
Mid and Long-term

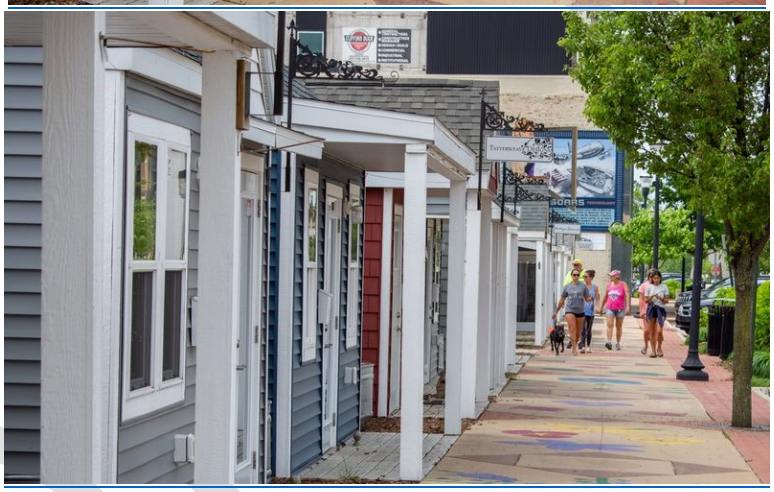
- Currently, there are several upper-floor residents in downtown, the city needs to quadruple their efforts to incentivize and facilitate mixed use development in downtown with upper floor residential so first floors can be used for restaurants, retail, and small-scale manufacturing.

- In general, more lodging and hotels are needed in and near downtown La Porte, so incentivize developers and more short-term rentals near downtown, when possible, to increase the walkability of the district for visitors.

- Encourage new construction projects to include rooftop bars and patio dining and drinking, which will encourage the density and vibrancy of the district. Downtown Navasota and Tyler have great rooftop bars that add another level of activity and visibility from the sidewalk and streets.

- Consider creating a retail pop-up retail store incubator program in vacant spaces in between downtown buildings. (See example from Muskegon, MI, Western Market .)





Promotion and Special Events
Short-term

- Create a strategic Five-Year Downtown Marketing Plan to spread the word about downtown La Porte and its assets to locals and tourists. Start by editing the city logo to read Downtown La Porte and possibly tapping into "Downtown. By the Bay" slogan. Creatively bring the La Porte seagull logo to life, and make sure it is added to every marketing piece for downtown no matter how large or small for consistency and continuity.

- Evaluate and assess impact of events on tourism and small businesses by visiting with business owners during and after the event, surveying for areas of improvement, and evaluating sources of possible data (i.e., cell phone analyses, sales tax revenue in downtown district)

- Consider relocating the Saturday Trade Days Market from the Five Points Plaza back to the center of the Main Street district if the purpose of the event was to create pedestrian traffic in front of downtown small businesses to help initiate sales. With so many great restaurants downtown, consider recruiting more farmer's market food and drink type vendors that complement and not compete.

- For storefronts that will remain offices or feature "dead space" in the front ½ or ¼ consider putting in a pop-up retailer in there during downtown special events to fill the storefront windows to activate the building.

- "Visit La Porte" website is very well done but there's not anything that designates the Downtown/Main Street experience or district and what restaurants and businesses are located there, what hotels are closest, etc. Sylvan Beach is listed under "Visit Houston." We would encourage a partnership with Visit Houston to implement signage for downtown La Porte at Sylvan Beach, and any other means of advertising downtown through Sylvan Beach as the primary regional destination.

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- Are any city staff members currently hitting the lunch speaking program circuit to discuss downtown at the local clubs and organizations like Chamber, Rotary, Lion's Club, Women's Clubs, HOA's on the west side to get the word out, etc.? If not, do outreach to let them know city staff are available and willing to talk about downtown priorities and upcoming projects.

- Tap into large oil and gas manufacturing businesses as potential sponsors or investors in downtown, ask them to sit at the "Downtown Table".

- During special events and the holiday season, investigate recruiting food trucks that don't offer food and drink that directly compete with downtown restaurants to park in vacant spaces between buildings to encourage customers to walk up and down Main Street to patronize all the open small businesses.

- Consistently build on annual downtown events and shop small/local campaign. **Small Business Saturday** on November 25, the Saturday after Thanksgiving, and **Artists Sunday** the next day on November 26, should be celebrated annually downtown. Consider starting a local retail and restaurant holiday shopping month campaign after Halloween where all downtown retailers/restaurants consistently stay open later one night, preferably a Thursday or Friday, so it could help extend the weekend.

Promotion and Special Events
Mid and Long-term

- Create a progressive food and beverage sampling special event for a holiday shopping/Ladies Night Out retail event, working with Ed, Joe, Leo, Brittany/Marty, to capitalize on all the great downtown restaurants.

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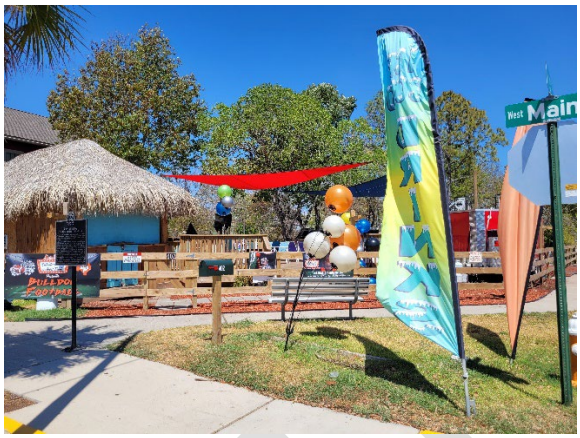

- Make sure downtown marketing materials are at all surrounding hotels, Airbnb's, and event rentals, and offer quarterly trainings of hotel, restaurant and retail front line staff in Texas Friendly Hospitality through Texas A&M Extension.

- Start an "Imagine the Possibilities" type spring and fall tour of available downtown properties to help raise awareness with regional real estate agents and developers of downtown opportunities. Look into partnering with the area's real estate organization to hold a meeting downtown with a giveaway at the end of the tour.

Organizational City Processes
Short-term

- Invest in a full-time Downtown Development Manager to focus on small business development, downtown property amenities and improvements, business retention, expansion, and recruitment, TIRZ board member training and volunteer management. Ensure the main downtown city staff champion has the clout within the city organization to get things done. The position has to be able to direct the work of multiple city departments. The position can oversee the TIRZ Board and use the TIRZ as a downtown funding source, including annually scheduling TIRZ board and city council training for the TIRZ district to implement and update the TIRZ project list. Take full advantage of Texas Downtown's member services like the Downtown Assistance Program which offers ongoing board training and strategic planning, as well as speaking engagements.

- TIRZ Example projects/cities:

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    - Temple, TX: https://meettemple.com/expansion-of-the-santa-fe-development-project-planned/
    - Dripping Springs: https://www.cityofdrippingsprings.com/tirz/priority_projects

- Have a professional strategic board facilitator to help develop a linked vision and strategic plan for downtown. Share this plan and host a discussion about the future of downtown La Porte. The path forward will require that downtown property owners are engaged and on-board with redevelopment and revitalization efforts.

- Make it a priority to build ongoing strong working relationships and get downtown property owners that own the majority of parcels to the city's downtown planning table. Create and maintain an inventory of downtown properties with leasable space information that is available in the economic development department.

- What assistance or removal of hurdles can the city assist with to encourage vacant properties to become occupied and open? Building strong relationships with property owners will help with communication when owners hit a brick wall and need public sector assistance and guidance. Downtown Mesquite provides excellent entrepreneurial training and assistance, as an example.

- Consider creating a Downtown Development Review Committee at the city (due to perceived concerns for lack of vision/leadership/organization at the city level for downtown business development). The DDRC could include anyone in the city who touches building and business development. By hosting monthly DDRC meetings, the city can create a helpful portal to help downtown property owners and business owners navigate the city processes at the start of the projects.

- Have police enforcement of the Main Street district consistently to reinforce the 30 mph speed limit and discourage speeding through the pedestrian district as a shortcut. Start with warnings and move into tickets as needed.

- Build strong connections with the downtown directors of successful downtowns in the Houston Bryan/College area like Brenham and Conroe. They have lots of great ideas that you can steal and make your own, that is allowed and encouraged! And take full advantage of Texas Downtown's member listserv to post downtown La Porte questions to all our members across the state for best practices and successful ideas. Also, celebrate your downtown successes

statewide by entering downtown La Porte projects into the annual President's Awards Program.

- Learn about the Texas PACE program, and educate local bankers, downtown property owners and local contractors regularly on the program to help with ongoing downtown property maintenance and energy efficiency.

Organizational City Processes
Mid and Long-term

- Review and revise downtown development ordinances to ensure they are aligned with the goals for downtown (i.e., allow use of sidewalks for outdoor dining, reduce, or eliminate off-street parking requirements, allow awnings and canopies to extend over sidewalks, allow customers to walk around with alcoholic beverages in non-glass containers, a mural or public art ordinance, etc.)

- Prioritize downtown in the city's overall economic development strategy and city budget. Make it known that downtown is important and developers and local investment will follow if they consistently see positive public reinvestment projects and high-quality special events. Provide dedicated funding to downtown economic development incentives, including ones that can help fill vacant spaces like the ones in the heart of the Main Street district. Also, build into the Downtown Development Manager's budget, annual membership for Texas Downtown as well as attendance to the annual conference and regional roundtables to help develop more professional downtown connections.

- Look into updating downtown zoning overlay that strongly supports upper-floor and alley-entrance first floor residential development and more diverse business uses, one great example is the City of Elgin's Zoning Overlay for the downtown historic district.

- Budget for a Downtown Master Plan. A master plan can help to determine if the current downtown design guidelines' intent for future development of the Main Street district to capitalize on La Porte's urban design and architectural character by encouraging the buildings to have a pre-1930s appearance is appropriate or not. While new construction in any district should represent the year it was built, it should have façade design patterns that complement historic properties.

- After building strong relationships with downtown property owners, if vacant building ordinances are still needed for downtown, here are a few examples:
    - Killeen https://killeentexas.gov/DocumentCenter/View/3533/Vacant-Building-Registration-FAQs-PDF
    - Lewisville: https://www.cityoflewisville.com/our-services/code-enforcement/vacant-building-registration
    - Farmers Branch: https://content.civicplus.com/api/assets/ba18ced0-67a7-46c5-9598-70a013308af1?cache=1800
    - Wichita Falls: https://www.wichitafallstx.gov/2243/Vacant-Structure-Registry

- **Potential Funding Sources for Downtown Projects & Promotion:**
    - **Texas Downtown's Anice Read Fund** – seed funding to support for downtown projects and programs.
    - Texas Department of Agriculture (TDA) Downtown Revitalization/Main Street Program – funds sidewalks and streetscape projects (local match can go towards brick pavers, plantar boxes with irrigation, decorative light poles, benches, and trash cans)
    - Hotel Occupancy Tax (HOT) – can be used for wayfinding and downtown signage.
    - Keep Texas Beautiful's Governor's Community Achievement Awards
    - Wells Fargo Rea Charitable Trust – Up to $75,000
    - AARP Community Challenge Grant – Up to $50,000
    - T-Mobile Hometown Grant – Up to $50,000
    - Main Street America Funding Opportunities

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Administrative Reports

a. Next Regular Meeting – February 15, 2024