

RICHARD WARREN, PRESIDENT

DANNY EARP, BOARD MEMBER

SHELLEY FULLER, BOARD MEMBER

RANDY WOODARD, BOARD MEMBER

VENESSA GUERRERO, BOARD MEMBER

NANCY OJEDA, VICE-PRESIDENT

CHUCK ENGELKEN, BOARD MEMBER



CITY OF LA PORTE DEVELOPMENT CORPORATION MEETING AGENDA

Notice is hereby given of a meeting of the City of La Porte Development Corporation to be held on June 12, 2017, at the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, beginning at 5:10 PM to consider the following items of business:

1. **CALL TO ORDER**
2. **CONSENT AGENDA** *(All consent agenda items are considered routine by the La Porte Development Corporation Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member requests an item be removed and considered separately)*
 - (a) Consider approval or other action regarding minutes of the La Porte Development Corporation Board meeting held on May 22, 2017 - P. Fogarty
 - (b) Consider approval or other action designating projects of the La Porte Development Corporation and authorize Staff to publish public hearing notice for August 12, 2017 - T. Leach
3. **PUBLIC HEARING AND ASSOCIATED MATTERS**
 - (a) Public hearing to receive comments regarding proposed project of the La Porte Development Corporation for acquisition of real property located at 1218 S. Broadway for park/recreation purposes , in the amount of \$57,372.00; consider approval or other action authorizing project of the La Porte Development Corporation in the amount of \$57,372.00 for acquisition of real property located at 1218 S. Broadway for park/recreation purposes - T. Leach
4. **DISCUSSION AND POSSIBLE ACTION**
 - (a) Discussion and possible action regarding project for installation of sidewalks along Main Street - T. Leach
5. **Board member comments regarding matters appearing on agenda; Recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies.**
6. **Adjourn**

The La Porte Development Corporation Board reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the June 12, 2017 , agenda of items to be considered by the Board of the La Porte Development Corporation was placed on the City Hall Bulletin Board on June 6, 2017.

Patrice Fogarty

Patrice Fogarty, City Secretary

RICHARD WARREN, PRESIDENT
NANCY OJEDA, VICE-PRESIDENT
CHUCK ENGELKEN, BOARD MEMBER
VENESSA GUERRERO, BOARD MEMBER



VACANT, BOARD MEMBER
RANDY WOODARD, BOARD MEMBER
SHELLEY FULLER, BOARD MEMBER

MINUTES OF LA PORTE DEVELOPMENT CORPORATION BOARD MEETING OF MAY 22, 2017

The City of La Porte Development Corporation Board met on **May 22, 2017**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, 77571, at **5:00 p.m.** to consider the following items of business:

1. CALL TO ORDER

President Richard Warren called the meeting to order at 5:00 p.m. The following members of the La Porte Development Corporation Board were present: Board members Fuller, Engelken and Ojeda. Absent: Board members Guerrero and Woodard. Staff Present: Corby Alexander, Traci Leach, Patrice Fogarty and Clark Askins.

2. CONSENT *(All consent agenda items are considered routine by the La Porte Development Corporation Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member requests an item be removed and considered separately.)*

(a) Consider approval or other action regarding minutes of the La Porte Development Corporation Board meeting held on January 9, 2017 and minutes of meeting held on March 27, 2017 – P. Fogarty

(b) Financial Report – M. Dolby

Board member Engelken moved to approve the Consent Agenda items pursuant to staff recommendations. Board member Fuller seconded the motion. **MOTION PASSED UNANIMOUSLY 4/0. Board members Woodard and Guerrero were absent.**

3. DISCUSSION AND POSSIBLE ACTION

(a) Discussion and possible action to include projects in the proposed budget for the La Porte Development Corporation Board for Fiscal Year 2017-2018 – T. Leach

Assistant City Manager Traci Leach presented a summary to include projects for Wave Pool Renovations; Main Street Lighting; a new Recreation and Fitness Center; and Northwest Pool Renovations in the proposed budget for the La Porte Development Corporation Board for Fiscal Year 2017-2018.

Board member Fuller asked if the Senior Center will remain at its location at the existing Recreation and Fitness Center. Assistant City Manager Traci Leach responded yes.

Board member Ojeda made a motion to move forward for a public hearing on June 12, 2017, for the proposed projects for the La Porte Development Corporation Board for Fiscal Year 2017-2018. Board member Engelken seconded the motion. **MOTION PASSED UNANIMOUSLY 4/0. Board members Woodard and Guerrero were absent.**

(b) Discussion and possible action to include project for installation of sidewalks on Spencer Highway from Valley Brook to Underwood in the Fiscal Year 2017-2018 in an amount not to exceed \$98,000 – T. Leach

Assistant City Manager Traci Leach presented a summary.

Board member Ojeda questioned why the installation of sidewalks is not from Farrington Blvd. Ms. Leach advised it is an error on her notes.

Board member Engelken suggested Staff to go back and conduct a survey to see if sidewalks can even be installed, if there is room, on either the north and/or south side of Spencer Highway. Staff will do some survey work.

(c) Discussion and possible action regarding economic development options for former Port Theater – T. Leach

Assistant City Manager Traci Leach presented a summary and invited Horace Leopard to provide an update. Mr. Leopard reported repairs have been made to water damage around the stage building, and bids are being obtained to for painting and new carpeting. Mr. Leopard advised he sees the building being used as an event center, and the big expenses will be on the exterior of the building. Mr. Leopard commented he feels that renovating the theater will be great for the city.

Board member Engelken asked Mr. Leopard what type of participation is he looking for from the Board. Mr. Leopard that signage, projection equipment, and re-paving the terrazzo will reach upwards to \$275,000. Ms. Leach advised that Mr. Leopard is aware of the different programs that are available. She also stated there is no prohibition to an applicant receiving a grant and an incentive.

President Warren suggested Staff get with Assistant City Attorney Clark Askins to ensure what the Board can do as far as providing assistance.

(d) Discussion and possible action regarding project for installation of sidewalks along Main Street – T. Leach

Due to lack of time in the meeting and the fact that the council meeting starts precisely at 6:00 pm, this item will be placed on the agenda for the June 12, 2017, meeting.

4. SET DATE FOR NEXT MEETING

Board members set the next meeting date for Monday, June 12, 2017, at 5:00 p.m.

5. BOARD MEMBER COMMENTS regarding matters appearing on agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies.

Board member Engelken asked if there is an update on the Economic Development Coordinator position. City Manager Corby Alexander responded no.

6. **ADJOURN**

There being no further business, Board member Engelken moved to adjourn the meeting at 5:51 p.m. Board member Fuller seconded the motion. **MOTION PASSED UNANIMOUSLY 4/0. Board members Woodard and Guerrero were absent.**

Respectfully submitted,

Patrice Fogarty, City Secretary

Passed and approved on this the 12th day of June, 2017.

President Richard Warren

REQUEST FOR LA PORTE DEVELOPMENT CORPORATION AGENDA ITEM

Agenda Date Requested: <u>June 12, 2017</u> Requested By: <u>Traci Leach</u> Department: <u>Economic Development/Tourism</u> Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	<table style="width: 100%; border: none;"> <tr> <td colspan="2" style="text-align: center;"><u>Appropriation</u></td> </tr> <tr> <td style="width: 50%;">Source of Funds:</td> <td><u>Fund 038</u></td> </tr> <tr> <td>Account Number:</td> <td>_____</td> </tr> <tr> <td>Amount Budgeted:</td> <td>_____</td> </tr> <tr> <td>Amount Requested:</td> <td>_____</td> </tr> <tr> <td>Budgeted Item:</td> <td><input checked="" type="radio"/> YES <input type="radio"/> NO</td> </tr> </table>	<u>Appropriation</u>		Source of Funds:	<u>Fund 038</u>	Account Number:	_____	Amount Budgeted:	_____	Amount Requested:	_____	Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO
<u>Appropriation</u>													
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Account Number:	_____												
Amount Budgeted:	_____												
Amount Requested:	_____												
Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO												

Exhibits:
1. [Public hearing notice](#)

SUMMARY & RECOMMENDATIONS

On May 22, 2017, the Board discussed several quality of life capital improvement projects that may be considered for funding in the FY18 budget for the Development Corporation. These projects were previously discussed at the City Council's Pre-Budget retreat.

The Board directed staff to prepare a 60-day public hearing notice for the following projects:

- Wave Pool renovations- \$410,000
- Main Street Decorative Lighting- \$180,000
- Design services for proposed new Recreation Center- \$500,000
- Northwest Pool Renovation- \$800,000

Section 505.152 of the Local Government Code outlines permissible recreational or community facilities.

The 60-day petition period would expire on August 14, 2017, which is a regularly scheduled meeting date for the Council. At this meeting, the Board would conduct the public hearing and then take action to vote on the projects that the Board desires to fund and declare as official projects of the Board, per the Local Government Code.

Action Required by the La Porte Development Corporation:

Consider approval or other action to publish the 60-day public hearing notice.

Approved for the La Porte Development Corporation Agenda

Corby D. Alexander, City Manager

Date

NOTICE OF PUBLIC HEARING
LA PORTE DEVELOPMENT CORPORATION BOARD (TYPE B)

Notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas will conduct a public hearing at **5:00 p.m.** on the **14th day of August 2017**, in the Council Chambers at City Hall, 604 West Fairmont Parkway, La Porte, Texas. The purpose of the public hearing is to receive public input on proposed expenditures by the La Porte Development Corporation funds to pay for the following projects: 1) Wave Pool improvements in an amount not to exceed \$410,000; 2) Main Street Decorative String Lighting from 3rd Street to S. Broadway in an amount not to exceed \$180,000; 3) Design services for a proposed Recreation Center in an amount not to exceed \$500,000; and 4) Northwest Pool Renovations in an amount not to exceed \$800,000.

Persons wishing to address the Board pro or con shall be required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, TRMC
City Secretary

REQUEST FOR LA PORTE DEVELOPMENT CORPORATION AGENDA ITEM

Agenda Date Requested: <u>June 12, 2017</u>	<u>Appropriation</u>
Requested By: <u>Traci Leach</u>	Source of Funds: <u>Fund 038</u>
Department: <u>Economic Development/Tourism</u>	Account Number: _____
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Exhibits:	Amount Requested: <u>\$57,372</u>
1. Public hearing notice	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO
2. Sales Contract	

SUMMARY & RECOMMENDATIONS

At the March 27, 2017 EDC Board meeting, staff discussed a potential project for the Boards' consideration-purchase of property just north of the Special programs Center at 1218 S. Broadway. The City entered into a sales contract (attached) and has completed a Phase I environmental report, which indicated no concerns. The Board authorized staff to post a 60-day public hearing notice in the Bay Area Observer. It appeared in the March 30 edition. No qualified petition was received in regard to this proposed project.

The purchase of the property is proposed to be split between two funding sources, of which the Board is one. The purchase of this property is authorized under Section 505.152 of the Local Government Code- Projects Related to Recreational or Community Facilities. At this time, the proposed use for the property is additional parking that will serve the Recreation Center/Senior Center/Special Programs Center complex.

The EDC budget was evaluated and it was determined that \$57,372 could be allocated for this project. Savings from position vacancy and eliminating related expenditures freed up these funds.

At this time, staff is recommending that the Board declare the acquisition of 1218 S. Broadway a project of the Board.

Action Required by the La Porte Development Corporation:

Consider approval or other action to declare the acquisition of 1218 S. Broadway a project of the Development Corporation with a budget not to exceed \$57,372.00.

Approved for the La Porte Development Corporation Agenda

Corby D. Alexander, City Manager

Date

PUBLIC NOTICES

To Place Legal and Public Notices: Email editor@bayareaobserver.com or Call 281-907-3140

JOINT PUBLIC HEARING NOTICE CITY COUNCIL AND PLANNING & ZONING COMMISSION TUESDAY, APRIL 18, 2017 – 6:00 P.M.

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF SEABROOK WILL HOLD A PUBLIC HEARING ON TUESDAY, APRIL 18, 2017 – 6:00 P.M. IN SEABROOK CITY HALL, 1700 FIRST STREET, SEABROOK, TEXAS, COUNCIL CHAMBERS TO DISCUSS THE AGENDA ITEM LISTED BELOW.

THIS HEARING IS OPEN TO THE PUBLIC AND EVERYONE ATTENDING WILL HAVE THE OPPORTUNITY TO SPEAK FOR OR AGAINST THESE REQUESTS IN ACCORDANCE WITH THE PROCEDURES OF THE COMMISSION. ALL REQUIRED DOCUMENTS REGARDING THESE REQUESTS ARE AVAILABLE FOR REVIEW AT CITY HALL IN THE COMMUNITY DEVELOPMENT DEPARTMENT WEEKDAYS FROM 8:00 A.M. TO 5:00 P.M. PLEASE CALL (281) 291-5760 IF YOU HAVE QUESTIONS.

SPECIFIC PUBLIC HEARINGS

- Request for approval of the designation of a final plan as the Chesapeake Bay II Senior Living Community Planned Unit Development (PUD).**

Applicant/Owner: William M. Friedrichs Jr., 16865 Diana Lane, Houston, Texas 77058

Legal Description: Being a 4.5156 acre tract of land out of Farm Lot 1 of the Ritson Morris League Survey, Abstract 52, Harris County, Texas. Being a 3.7817 acre tract of land out of Farm Lot 1 of the Ritson Morris League Survey, Abstract 52, Harris County, Texas. Being a 7.846 acre tract of land out of the Ritson Morris League Survey, Abstract 52, Harris County, Texas.

Location: This property is located immediately east of Repsdorph and south of Brummerhop Park.

CITY OF SEABROOK ORDINANCE NO. 2017-08

REMOVING "SPECIAL EVENT" REGULATIONS FROM APPENDIX "A", "COMPREHENSIVE ZONING" AND RECODIFYING IN CHAPTER 65, "PARKS, RECREATION, AND MUNICIPALITIES"

AN ORDINANCE AMENDING THE SEABROOK CODE OF ORDINANCES, APPENDIX "A", "COMPREHENSIVE ZONING", ARTICLE 4, "SPECIAL USE REGULATIONS", TO REMOVE SECTION 4.07, "SPECIAL EVENTS", AND RECODIFYING SUCH PROVISIONS IN CHAPTER 65, "PARKS, RECREATION, AND MUNICIPAL FACILITIES", ARTICLE I, "IN GENERAL", BY ADDING A NEW DIVISION 1, "SPECIAL EVENTS", SECTIONS 65-2 THROUGH 65-8; MAKING FINDINGS OF FACT; PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN FIVE HUNDRED DOLLARS (\$500.00) FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE AND EFFECTIVE DATE.

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code and violation of any provision hereof shall be subject to the penalty described in said Code, Section 1-15 "General Penalty; continuing violations" which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on first reading, this 7th day of March, 2017.

PASSED AND ADOPTED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10, on second and final reading, this 21st day of March, 2017.

City of Seabrook Notice to Bidders Sealed Bid Project #2017-05 Water Remediation

Sealed Request for Proposals for Water Remediation at City Facilities, Seabrook Project No. 2017-05 will be received until 10:00 AM on April 26, 2017 by the Purchasing Coordinator, Elizabeth Lopresti, 1700 first Street, Seabrook, Texas 77586. Bids must be received and time stamped by the Purchasing Coordinator prior to the aforementioned time, when they will be publicly opened and read aloud in Suite 204. No late bids will be accepted. Bidding documents may be obtained at Seabrook City Hall or by contacting the Purchasing Coordinator, Elizabeth Lopresti through email elopresti@seabrooktx.gov.

A Pre-bid Conference/Facility Tour is scheduled on April 12, 2017 at 10:00 AM to discuss the city's requirements under this RFP. While attendance is at the discretion of the BIDDER, BIDDERS who do not attend will be deemed to have attended and to have received the information provided at that time.

The City of Seabrook hereby notifies all BIDDERS that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

Until final award of the Contract, City of Seabrook reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or to proceed to do the Work otherwise when in the best interest of the City of Seabrook.

PUBLISHED: Thursday, March 30, 2017

City of Seabrook Notice to Bidders Sealed Bid Project #2017-08 Disposal of Municipal Sludge

Sealed Request for Proposals for Disposal of Municipal Sludge, Seabrook Project No. 2017-08 will be received until 2:00 PM on April 18, 2017 by the Purchasing Coordinator, Elizabeth Lopresti, 1700 first Street, Seabrook, Texas 77586. Bids must be received and time stamped by the Purchasing Coordinator prior to the aforementioned time, when they will be publicly opened and read aloud in Suite 204. No late bids will be accepted. Bidding documents may be obtained at Seabrook City Hall or by contacting the Purchasing Coordinator, Elizabeth Lopresti through email elopresti@seabrooktx.gov. No pre-bid conference will be held.

The City of Seabrook hereby notifies all BIDDERS that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

Until final award of the Contract, City of Seabrook reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or to proceed to do the Work otherwise when in the best interest of the City of Seabrook.

PUBLISHED: Thursday, March 30, 2017

RUN YOUR PUBLIC NOTICES IN

The Bay Area Observer

Call 281-907-3140

Deadline: Mondays before 5p.m.

NOTICE OF GENERAL ELECTION (EL AVISO DE ELECCIÓN GENERAL)

TO THE REGISTERED VOTERS OF THE CITY OF MORGANS POINT, TEXAS:
(A los Votantes Registrado de la Ciudad de Morgan's Point, Texas:)

NOTICE IS HEREBY GIVEN THAT THE POLLING PLACE LISTED BELOW WILL BE OPEN FROM 7:00 A.M. TO 7:00 P.M., ON MAY 6, 2017, FOR VOTING IN A GENERAL ELECTION TO ELECT COUNCIL POSITION I, COUNCIL POSITION III AND COUNCIL POSITION V. (Se notifica por la presente que el lugar registrando los votos de listó debajo estará abierto de 7:00 de la mañana to 7:00 p.m., el 6 de Mayo de 2017, por votar en una Elección General para elegir a un posición del concilio I, posición del concilio III y posición del concilio V).

LOCATION OF POLLING PLACE:
(a situación de registrar los votos del lugar)

MORGAN'S POINT CITY HALL
1415 EAST MAIN STREET
MORGAN'S POINT, TEXAS
(El Ciudad de Morgan's Point
1415 East Main Street
Morgan's Point, Texas 77571)

Early voting by personal appearance will be conducted each weekday at:
(Temprano la votación por la apariencia personal se dirigirá cada día de la semana a:)

MORGAN'S POINT CITY HALL
1415 EAST MAIN STREET
MORGAN'S POINT, TEXAS
(El Ciudad de Morgan's Point
1415 East Main Street
Morgan's Point, Texas)

BETWEEN THE HOURS OF 7:30 A.M. AND 4:30 P.M. BEGINNING ON APRIL 24, 2017 AND ENDING ON MAY 2, 2017. INCLUDING TWO 12-HOUR DAYS, MAY 1, 2017 AND MAY 2, 2017, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M. (Entre las horas de 7:30 de la mañana and 4:30 p.m. empezando el 24 de Abril de 2017 y acabando el 2 de Mayo de 2017. El Los dos días del la 12-hora incluyendo, el 1 de Mayo de, 2017 y el 2 de Mayo de, 2017, entran en el horas del las de 7:00 de las mañanas del la y 7:00 p.m.)

APPLICATIONS FOR BALLOT BY MAIL SHALL BE MAILED TO: (Las aplicaciones para la papeleta de voto por el correo se mandarán por correo a:)

MEGAN MAYES, EARLY VOTING CLERK
1415 E. MAIN STREET
MORGAN'S POINT, TEXAS 77571
(Megan Mayes, temprano empleado de la votacion,
1415 E. Main Street
Morgan's Point, Texas 77571)

APPLICATIONS BY MAIL MUST BE RECEIVED NO LATER THAT THE CLOSE OF BUSINESS ON APRIL 25, 2017. (eben recibirse aplicaciones por el correo ningún después que el cierre de negocio el 25 de Abril de 2017.)

ISSUED THIS THE 30TH DAY MARCH 2017.
(Emitido este el 30 día el 2017 de March.)

Michel J. Bechtel
Mayor
(Alcalde)

NOTICE OF PUBLIC HEARING LA PORTE DEVELOPMENT CORPORATION BOARD (TYPE B)

Notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas will conduct a public hearing at 5:00 p.m. on the 12th day of June 2017, in the Council Chambers at City Hall, 604 West Fairmont Parkway, La Porte, Texas. The purpose of the public hearing is to receive public input on proposed expenditures by the La Porte Development Corporation funds to pay for the acquisition of real property located at 1218 S. Broadway for an amount not to exceed \$177,000.

Persons wishing to address the Board pro or con shall be required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, TRMC
City Secretary

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is key to success in business

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The Bay Area Observer
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UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



TRUSTEE
sh
or

1. PARTIES: The parties to this contract are SANDRA HILLBURN KIBLER, (Seller) and CITY OF LA PORTE, TEXAS (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 9-24, Block 1123, TOWN OF LA PORTE (INCLUDING SOUTH 200 FT. OF ALLEY) Addition, City of LA PORTE, County of HARRIS, Texas, known as 1218 S. BROADWAY ST. (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 172,000⁰⁰
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____
- C. Sales Price (Sum of A and B) \$ 172,000⁰⁰

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 5000⁰⁰ as earnest money with AMERICAN TITLE CO. as escrow agent, at 5003 COLLEGE PARK DR., DEER PARK TX. 77536 (address). Buyer shall deposit additional earnest money of \$ 0 with escrow agent within 0 days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by AMERICAN TITLE CO. (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: (i) will not be amended or deleted from the title policy; or (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 (1) Within 21 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property

Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.

- (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) N/A days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in

the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to

provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before MAY 31, 2017, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. **POSSESSION:**

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

① PURCHASE BY BUYER SUBJECT TO FINAL APPROVAL BY LA PORTE CITY COUNCIL

② PURCHASE BY BUYER SUBJECT TO FINDINGS OF PHASE 1 REPORT

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide

a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer

at: CORBY ALEXANDER
CITY MANAGER
CITY OF LA PORTE
604 W. FAIRMONT PKWY.

Phone: (281) 471-5020

Fax: ()

E-mail: _____

To Seller

at: SANDRA HILLBURN KIIBLER
P.O. BOX 956, LA PORTE, TX 77572

Phone: (281) 830-4463

Fax: ()

E-mail: sandra.hillburn@gmail.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property In a Propane Gas System Service Area
- Other (list): _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$_____ (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: CLARK T. ASKINS
702 W. FAIRMONT PKWY
LA PORTE, TX 77571

Seller's Attorney is: N/A

Phone: 281 471-1886 Phone: ()

Fax: 281 471-2047 Fax: ()

E-mail: ctaskins@swbell.net E-mail: _____

EXECUTED the _____ day of _____, 2017 (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

[Signature]
Buyer

[Signature]
Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-12. This form replaces TREC NO. 9-11.

Contract Concerning

1218 S. BROADWAY ST.
(Address of Property)

Page 8 of 8 11-2-2015

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an Intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Listing Associate's Name _____ License No. _____

Licensed Supervisor of Associate _____ License No. _____

Licensed Supervisor of Listing Associate _____ License No. _____

Other Broker's Address _____ Fax _____

Listing Broker's Office Address _____ Fax _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Associate's Email Address _____ Phone _____

Listing Associate's Email Address _____ Phone _____

Selling Associate's Name _____ License No. _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____ Fax _____

City _____ State _____ Zip _____

Selling Associate's Email Address _____ Phone _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____

Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____

Email Address _____

Phone: (_____) _____

Address _____

Fax: (_____) _____

City _____ State _____ Zip _____



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-05-11



ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

1718 S. BROADWAY ST., LA PORTE, TX
(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 30 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer

Seller

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 28-2. This form replaces TREC No. 28-1.

REQUEST FOR LA PORTE DEVELOPMENT CORPORATION AGENDA ITEM

Agenda Date Requested: <u>May 22, 2017</u>
Requested By: <u>Traci Leach</u>
Department: <u>Administration/Economic Development</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Budget</u>		
Source of Funds:	<u>Fund 038</u>	
Account Number:		
Amount Budgeted:		
Amount Requested:		
Budgeted Item:	YES	NO

- Exhibit: Cost Estimate
 Exhibit: Planters and sidewalk stamping
 Exhibit: Public Hearing notice

SUMMARY

This item originally appeared on the May 22, 2017 agenda, but was postponed due to time constraints.

One of the projects that would benefit Main Street is addressing the condition of the sidewalks from S. Broadway to SH 146. The existing sidewalks are uneven, cracked and in need of maintenance. In some locations along Main, there are stretches that do not have sidewalks at all. Creating an inviting pedestrian environment would be beneficial to the businesses along Main Street. While there are sidewalks along some stretches of Main, not all parts are served by sidewalks and many locations are in need of either repair or replacement.

Staff obtained quotes for three different levels of addressing the sidewalks on Main Street- from complete reconstruction to slab-jacking and rehabbing existing panels.

	Scope	Estimated Cost
Option A	Complete reconstruction of existing sidewalks, ADA ramps, decorative lighting	\$740,460
Option B	Sidewalk construction in locations where none currently exist; ADA ramps	\$8,250
Option C	Slabjacking to level existing sidewalks and repairing/installing ADA ramps	\$6,000

Additional options that could be considered include installation of decorative planters (see exhibit), stamped concrete sections, and benches. Should the Board be interested in integrating these features into a sidewalk project, the cost of Option A would be increased approximately 50%.

Staff supports the concept of increased pedestrian access and improving the aesthetics along W. Main Street from S. Broadway to SH 146. Should the Board like to continue the discussion, staff recommends that the Board authorize the posting of the 60-day notice and public hearing. The posting has been prepared in the event that the Board would like to take this step along with the projects that were previously discussed at the May 22, 2017 meeting.

Action Required by the La Porte Development Corporation Board:

Receive report and take appropriate action.

Approved for the La Porte Development Corporation Agenda

Corby D. Alexander, City Manager

Date

Total Sidewalk Rehab for Main St

While most of the sidewalks average 3' wide, some in front of businesses can get up to 14' wide. An average of 6' taking into consideration improved sidewalk and existing that are still in good shape and would just need to be power washed to blend in with the new construction. Below is a rough estimate of what it would take to improve Main St and conform with ADA requirements.

Total Reconstruction and Fill in						
Remove	Cost @ \$.95/sf	Replace	Cost @ \$5.35/sf	WCR	Cost @ \$750/ea	Total Est Cost
sqft		sqft				
34,200	\$32,490	34,200	\$182,970	40	\$30,000	\$245,460
Street lights during total reconstruction						\$495,000
Total						\$740,460

Fill-In where there is no sidewalk. Based on a 6' wide sidewalk						
Remove driveways	Cost @ \$.95/sf	Replace	Cost @ \$5.35/sf	WCR	Cost @ \$750/ea	Total Est Cost
sqft		sqft				
3600	\$3,420	7,440	\$39,804	11	\$8,250	\$51,474

3

Repair trip hazards and wheel chair ramps						
Remove	Cost @ \$.95/sf	Replace	Cost @ \$5.35/sf	WCR	Cost @ \$750/ea	Total Est Cost
sqft		sqft				
860	\$817	860	\$4,601	8	\$6,000	\$11,418





NOTICE OF PUBLIC HEARING
LA PORTE DEVELOPMENT CORPORATION BOARD (TYPE B)

Notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas will conduct a public hearing at **5:00 p.m.** on the **14th day of August 2017**, in the Council Chambers at City Hall, 604 West Fairmont Parkway, La Porte, Texas. The purpose of the public hearing is to receive public input on proposed expenditures by the La Porte Development Corporation funds to pay for the following project: sidewalk improvements, which may include such features as sidewalk rehabilitation, slab jacking, decorative lighting, concrete stamping, ADA ramps, slabjacking, decorative benches, infill construction, and new sidewalk construction in an amount not to exceed \$_____.

Persons wishing to address the Board pro or con shall be required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, TRMC
City Secretary