

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Councilmember District 1



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Mayor Pro-Tem
Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held December 11, 2017, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Assistant City Attorney, Clark Askins.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Jay Martin.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a)** Recognition - City of La Porte Emergency Medical Services (EMS) - Silver Plus Achievement Award - Mayor Rigby
 - (b)** Recognition - Employee of the Third Quarter 2017 - Larry Villarreal (Equipment Operator II) City of La Porte Public Works Department - Mayor Rigby
- 5. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a)** Consider approval or other action regarding minutes of the meeting held on November 13, 2017 - P. Fogarty
 - (b)** Consider approval or other action to reject Bid #18003 for Temporary Labor Services-Solid Waste Worker - C. Daeumer
 - (c)** Consider approval or other action to purchase Neptune meters from sole source supplier Core and Main - M. Dolby
 - (d)** Consider approval or other action regarding a Resolution authorizing and approving a grant from the Office of the Governor of Texas for the Fiscal Year 2017 Urban Area Security Initiative (UASI), Homeland Security Grant Program, Grant No. 3416801, for the City of La Porte Emergency Operation Center (EOC) Audio/Visual Equipment Replacement Project - K. Gauthier
 - (e)** Consider approval or other action authorizing Staff to accept quote from T.F. Harper & Associates LP in the amount of \$67,680.00 for purchase and installation of shade structures and concrete pads at the Little Cedar Bayou Wave Pool, under Texas Buy Board Contract No. 512-16 - R. Epting
 - (f)** Consider approval or other action authorizing Staff to accept the quote from Texas Sports Equipment in the amount of \$52,086.00 for purchase and installation of bleachers and basketball backboards for the City of La Porte Recreation & Fitness Center, under Texas Buy Board Contract No. 502-16 - R. Epting

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to approve Special Conditional Use Permit#17-91000005 to allow for development of a Master Planned Residential Community in a Planned Unit Development (PUD) Zoning District; and consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106, by granting Special Conditional Use Permit #17-91000005 to allow for the development of a Master Planned Residential Community in a Planned Unit Development (PUD) Zoning District, for a 235-acre tract of land and being a portion of a 485.14-acre tract in the Richard Pearsall Survey, A-265, La Porte, Harris County, Texas - I. Clowes
- (b) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to approve an Ordinance allowing additional uses to be permitted within the Neighborhood Commercial (NC) Zoning District; and consider approval or other action regarding an Ordinance amending Chapter 106 "Zoning " of the Code of Ordinances of the City of La Porte by amending regulations related to certain use classifications in the Neighborhood Commercial "NC" Zoning District - I. Clowes

8. AUTHORIZATIONS

- (a) Consider approval or other action regarding an Ordinance repealing Ordinance2017-3682, concerning condemnation of the commercial building located on Lots four (4), Five (5) and six (6), Block 42, Town of La Porte, Harris County, Texas, more commonly known as 621 W. Main Street; and repealing Ordinance 2017-3686 - R. Mancilla

9. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding Petition for Consent to the Creation of a Municipal Utility District (MUD) and associated utility agreement - C. Alexander
- (b) Discussion and possible action regarding appointment of a City Council subcommittee to review and make recommendations for annual evaluation forms as determined by the committee - Mayor Rigby

10. ADMINISTRATIVE REPORTS

- City Council Meeting, Monday, January 8, 2018
- Planning and Zoning Commission Meeting, Thursday, January 18, 2018
- Fiscal Affairs Committee Meeting, Monday, January 22, 2018
- City Council Meeting, Monday, January 22, 2018
- Zoning Board of Adjustment Meeting, Thursday, January 25, 2018

- 11. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp, Ojeda and Mayor Rigby

12. ADJOURN

The City Council 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 meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the December 11, 2017 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on December 5, 2017.

Patrice Fogarty



**Council Agenda Item
December 11, 2017**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Assistant City Attorney, Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Jay Martin.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition - City of La Porte Emergency Medical Services (EMS) - Silver Plus Achievement Award - Mayor Rigby
 - (b) Recognition - Employee of the Third Quarter 2017 - Larry Villarreal (Equipment Operator II) City of La Porte Public Works Department - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)



City of La Porte

Established 1892

Emergency Medical Services

Proud of our Past, Committed to our Future



City of La Porte – Council Meeting

December 11, 2017

American Heart Association - Silver Plus Award

The City of La Porte EMS along with the assistance of the City of La Porte Fire Department was selected to receive the 2017 American Heart Association's "Silver Plus Mission Lifeline Award" for their quick and aggressive treatment of cardiac emergencies.

EMS received this award based on how accurately and consistently they acquired and transmitted 12-lead ECG's to receiving hospital physicians. The 12-lead EKG's measure the electrical activity of the heart to help the paramedic determine if a heart attack is actually occurring. Once a determination is made, the paramedics can then quickly and aggressively treat the cardiac emergency with advanced treatment protocols.

The City of La Porte EMS responds to over 350 calls for service a year involving cardiac emergencies and encourages the community to listen to your body and take the symptoms of chest pain very serious by seeking medical attention as quickly as possible as time is of the essence.

About 630,000 Americans die from heart disease each year—that's 1 in every 4 deaths. Coronary heart disease is the most common type of heart disease, killing about 366,000 people in 2015.

Thank you all for your continued efforts in the cardiac care of those who live in and visit our great community. You are all outstanding paramedics and we are very proud of your accomplishments in receiving this distinguished award.

BECAUSE TIME MATTERS.



2017 Mission: Lifeline® EMS Recognition

The American Heart Association proudly recognizes

City of La Porte EMS **La Porte, TX**

Team Organizations: La Porte Fire Department

Mission: Lifeline® EMS – SILVER PLUS Achievement Award – EMS Agency

The American Heart Association/American Stroke Association recognizes this EMS provider organization, and the EMS provider organizations it supports, as an integrated EMS team. The EMS team has demonstrated continued success in using the **Mission Lifeline® EMS** program. Thank you for applying the most up-to-date evidence-based treatment guidelines to improve patient care and outcomes in the community you serve.*

Nancy Brown
Chief Executive Officer, American Heart Association

James G. Jollis, MD, FACC
Chair, Mission: Lifeline Advisory Working Group

Steven Houser, MD
2016-2017 American Heart Association President



*For more information, please visit Heart.org/MLQualityAwards.

Employee of the Quarter
3rd Quarter 2017, April - June
Larry Villarreal, Equipment Operator II
Public Works



Larry Villarreal joined the City of La Porte team in April of 2011. Apart from Larry's normal duties, he stayed on emergency standby during the storm helping to ensure that our roadways remained clear for our first responders, removing fallen trees throughout the night and making himself available to our Solid Waste department by operating dump trucks and pickers to remove debris from flooded homes. He also has worked weekends when needed. He continues to go above by applying pesticides during the night to help fight the possible disease carrying nuisances from Hurricane Harvey, countless hours providing food, water, and clothing to shelters that hold displaced families.

Larry takes every task head on, always striving to achieve completion of projects with a positive "can do" approach. He continues to be a go-to employee, his attitude is infectious, and he is a great role model for anyone who has the privilege to work beside him.

In recognition for his outstanding performance and persistent, positive attitude towards bettering our community, please join me in congratulating Larry Villarreal as our 2017 Employee of the Third Quarter.



Council Agenda Item December 11, 2017

6. **CONSENT AGENDA** *All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE NOVEMBER 13, 2017

The City Council of the City of La Porte met in a regular meeting on **Monday, November 13, 2017**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, and Earp. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Assistant City Attorney Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Nancy Ojeda.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
(a) Recognition – 2017 City University Participants – Mayor Rigby

Mayor Rigby recognized the 2017 City University City Participants and handed out Certificates to those participants who were in attendance.

5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Paul Larson, 200 N. 4th St., addressed Council concerning property at 621 W. Main St.; he is not in favor of demolishing this building. He would like to see the repeal of the demolition ordinance which was passed on September 25, 2017.

Carol Gloyna, 616 N. Shady Lane, requested council allow temporary house at her home in an RV provided by the insurance company while her home is repaired due to flood damage in Hurricane Harvey.

Mark Matthews, 2807 Crescent, stated he is appreciative of Officer Anthony Bish, La Porte Crime Prevention Officer. He stated Officer Bish handled himself well, with integrity and honesty. He stated he is very polite and helpful, and what was a bad situation got resolved thanks to him.

Jay Azimpour, 5616 Richmond Ave. #275, Houston, TX, is the owner of the property at 621 W. Main, and stated he is ready to move forward with construction on the building.

6. CONSENT AGENDA *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- (a) Consider approval or other action regarding the minutes of the meeting held on October 23, 2017– P. Fogarty
- (b) Consider approval or other action to rollover requested encumbrance from City of La Porte Fiscal Year 2017 Budget to City of La Porte Fiscal Year 2018 – M. Dolby
- (c) Consider approval or other action regarding a Resolution adopting updated City of La Porte, Texas Investment Policy – S. Wolny
- (d) Consider approval or other action awarding Bid #17027 for Printing and Mailing of Utility Bills – S. Wolny
- (e) Consider approval or other action to purchase playground equipment in the amount of \$102,092.48 for Little Cedar Bayou Park and Seabreeze Park, under Texas Buy Board Contract No. 512-16- R. Epting
- (f) Consider approval or other action regarding an Interlocal Agreement between the City of La Porte and Harris County for construction of drainage improvements across the North P. Street right-of-way, intersecting the Harris County Flood Control District Channel Unit F101-06 – D. Pennell
- (g) Consider approval or other action authorizing the City Manager to execute contract with HDR Engineering for design and construction administration services under Lomax Area Lift Station Consolidation Project – D. Pennell
- (h) Consider approval or other action awarding Bid #18001 for Pine Bluff Subdivision Improvements Project – D. Pennell
- (i) Consider approval or other action authorizing purchase for vehicles and equipment replacements for Fiscal Year 2017-2018, under Texas Buy Board Contract No. 521-16 and HGAC Contract VE-11-15 – D. Pennell
- (j) Consider approval or other action to purchase fleet equipment from CAP Fleet Outfitters under Texas Buy Board Contract No. 542-17 – K. Adcox
- (k) Consider approval or other action regarding the purchase of COBAN Edge systems through COBAN Technologies, Inc., through HGAC Contract No. EF-04-17 – K. Adcox
- (l) Consider approval or other action accepting the Fiscal Year 2017 audit/asset forfeiture report and associated financial records for the City of La Porte Police Department as required by Chapter 59 of the Texas Code of Criminal Procedure – K. Adcox

Councilmember Danny Earp filed a conflict of interest affidavit on Consent Agenda Item 6(h); he will vote on all items except 6(h).

Councilmember Earp singled out Consent Agenda Item (f), and staff addressed his questions. Councilmember Zemanek singled out Consent Agenda Item (d), and staff addressed his questions.

Councilmember Ojeda singled out Consent Agenda Item (d), and staff addressed her questions. Neither of these items were requested to be voted on separately.

Councilmember Engelken made a motion to approve Consent Agenda Items pursuant to staff recommendations. Councilmember Jay Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0 on Items 6 (a)-(g) and (i)-(l).**

Regarding Consent Agenda Item 6(h), Councilmember Earp abstained from voting on this item. **MOTION PASSED 8/0/1.**

Ayes: Mayor Rigby, Councilmembers Leonard, Engelken, Ojeda, Zemanek, Kaminski, J. Martin, and K. Martin
Nays: None
Abstention: Councilmember Earp

7. **AUTHORIZATIONS**

(a) Consider approval or other action authorizing the Planning Department to issue permits for use of temporary FEMA trailers with restrictions for City of La Porte residents affected by Hurricane Harvey – R. Mancilla

Planning and Development Director Richard Mancilla presented a summary.

Councilmember Leonard made a motion to authorize the Planning Department to issue permits, with some restrictions, for use of temporary FEMA trailers for City of La Porte residents affected by Hurricane Harvey. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

(b) Consider approval or other action regarding an Ordinance to repeal Ordinance 2017-3682, which provided for the condemnation of a dangerous/substandard commercial building located at 621 W. Main St. – Mayor Rigby

Mayor Rigby presented the item for discussion and possible action.

After lengthy discussion between councilmembers, the owner, the city manager, the engineer, and the assistant city attorney, Councilmember Earp stated he would be willing to propose granting up to 30 days to get a City permit and get building materials ordered. He stated that from the time they order the building, it will take four – five months to build it. From permitting to erecting the building, it would take five months on a fast track. Mayor asked, so, five months from tomorrow? Councilmember Earp said they've got 30 days to get a permit and get a building ordered. The owner said, "We can do that." A total of roughly six months – permit to finish – would give a completion date of June 1, 2018.

Councilmember Earp stated he would be in favor of granting until June 1 to have the project completed, but the owner must have a permit issued within 30 days from tomorrow. If a permit has not been issued within 30 days from tomorrow, then the building remains on the dangerous building list for demolition. Councilmembers Zemanek and Leonard agreed.

Assistant City Attorney Clark Askins offered that an amendment could be made in the last section of the repeal ordinance currently being considered by Council to provide for a 28-day delayed effective date instead of becoming effective immediately.

As Mr. Askins understands, he stated a motion could be made to pass tonight's ordinance, which would have the effect of repealing the condemnation ordinance (O-2017-3682) passed September 25, 2017, but with an amendment to add a 28-day delayed effective date. What council would be looking for in that 28-day period is proof the owner has been issued the necessary permit(s). If that doesn't happen,

if the owner does not meet that condition, the repeal ordinance would not go into effect; and the demolition ordinance (Ordinance 2017-3682) would stand.

During discussion, Council asked for an item on the December 11 council meeting agenda to receive a report on whether a permit/permits have been issued.

Council also requested an item to vote on a June 1, 2018, project completion time, if permit/permits were issued within the 28-day deadline.

City Manager Alexander stated he would confirm that the bid prices for demolition remain in effect so that process does not have to be re-started.

Councilmember Earp made a motion to adopt the repeal ordinance with an amendment adding a 28-day delayed effective date; and if a permit has not been issued during the 28-day period, the repeal ordinance would not go into effect and the building would be subject to immediate demolition. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

8. REPORTS

(a) Receive report of the Fiscal Affairs Committee – Councilmember Engelken

Councilmember Engelken provided a report of the Fiscal Affairs Committee meeting held prior to the City Council meeting.

(b) Receive report of the La Porte Development Corporation Board – Councilmember Ojeda

Councilmember Ojeda provided a report of the La Porte Development Corporation Board meeting held prior to the City Council meeting.

9. ADMINISTRATIVE REPORTS

There were no additional reports.

10. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information.

Councilmember Ojeda thanked all the department heads who cooperated and facilitated with City University; she thanked all who put the employee health fair together; and she thanked Richard Mancilla, Planning Department Director, for fast-tracking permits for 621 W. Main.

Councilmember Jay Martin stated there were large CIP projects approved tonight and thanked Don Pennell for the work coming up; and he also asked for an update on the Texas Parks & Wildlife Building, and its demolition.

Councilmember Kristin Martin thanked all who worked on City University; she stated the Harvest Banquet was a wonderful event and the food was delicious; and she wished everyone a Happy Thanksgiving.

Councilmember Kaminski also attended the Harvest Banquet and stated the food was, indeed, delicious; and she thanked staff for putting on such a successful City University.

Councilmember Zemanek also thanked the City University grads; he stated he hopes we learned a lesson tonight and hopes broken processes can be fixed. He stated if we lay down a law, he hopes we adhere to it. He is very disappointed the building official was absent tonight because he wanted him to attend to answer some question, but he stated he knew he would be absent. Those staff members in those types of positions – if they can't handle the heat, we need to find someone who can; and he wished everyone a Happy Thanksgiving.

Councilmember Leonard congratulated the City University grads, and he thanked the departments for working so well with this group. He wished everyone a Happy Thanksgiving.

Councilmember Engelken wished everyone a Happy Thanksgiving; he thought the dialog process worked well tonight; he thanked council for approval for FEMA alternate living RVs; and he asked for a few more heavy trash pickup runs because people are still working on their homes and a lot of debris accumulates.

Councilmember Earp wished everyone a Happy Thanksgiving and reminded everyone to be safe out there.

Mayor Rigby gave an update on the 30th anniversary luncheon of the LEPC at Sylvan Beach. He stated County Judge Ed Emmett was a speaker, and the LEPC does a lot of essential behind the scenes work and thanked them; also, on Friday, November 10, the high school had their Veterans Day Ceremony, and it was very moving. A Vietnam Veteran was there to explain the meaning of the 13-fold process of the American Flag. Mayor Rigby pointed out that Councilmember Daryl Leonard was also in attendance that day, and Mayor Rigby thanked him for his service. Councilmember Leonard replied, "Thank you, sir." Mayor Rigby reported the Honorable Brian Babin presented him with a U.S. flag which was flown over the United States Capitol on November 1, 2017. The plaque accompanying the flag reads, in part, "This is to certify that the accompanying flag was flown over The Capitol at the request to Congressman Brian Babin from Dr. Robert Garcia, Disabled Vietnam Veteran." The Certificate accompanying the flag reads, in part, "At the request of the Honorable Brian Babin, Member of Congress, this flag was flown in recognition of The Honorable Louis R. Rigby, USAF (Ret.) for his dedicated service, continued patriotism to our Great Nation and many years supporting and helping veterans." Mayor Rigby stated it is very special to him because he is a veteran, and he thanked every veteran in the audience for their service.

11. **EXECUTIVE SESSION** – The City 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, including, but not limited to, the following:

Texas Government Code, Section 551.074 – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: City Manager Corby Alexander.

City Council recessed the regular Council meeting to convene an executive session at 7:26 p.m. regarding the item listed above.

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

Council reconvened the regular Council meeting at 9:04 p.m. Regarding the evaluation of the City Manager, Corby Alexander, Councilmember Engelken made a motion to increase his salary by a 2 percent lump sum. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

13. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 9:04 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Patrice Fogarty, City Secretary

Passed and approved on December 11, 2017.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 11, 2017

Requested By: Cherelle Daeumer

Department: Finance

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: N/A

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

SUMMARY & RECOMMENDATIONS

Bid # 18003 for Temporary Labor Services-Solid Waste Worker was opened and read on October 31, 2017, one bid was received from Search and Staff. The hourly wage submitted by Search and Staff is significantly higher than the current wage that is being paid. Staff would like the opportunity to solicit more competition for this service and would recommend rejecting the one bid and re-bid at a later date. The current provider of this service has agreed to extend their contract on a month to month basis.

Action Required of Council:

Consider approval or other action to reject Search and Staff's bid for Temporary Labor Services-Solid Waste Worker.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 11, 2017

Requested By: Michael Dolby

Department: Finance

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: 03

Account Number: 00398906551100

Amount Budgeted: \$250,000

Amount Requested: \$250,000

Budgeted Item: YES NO

Attachments :

1. Sole Source Letter

SUMMARY & RECOMMENDATIONS

As part of the FY 2017-2018 Capital Improvement Project, funds are budgeted for the water meter replacement project for the replacement for the Automated Meter Reader (AMR) wireless system. Neptune meters are used as part of the AMR system and components of other manufacturers are not compatible with Neptune; therefore the meters have to be replaced with Neptune meters. Core and Main, (previously HD Supply) is the only distributor in the Houston and Southeast Texas area for the Neptune meters making them the sole source supplier for this area.

The life cycle of a water meter is about ten years. Throughout the city, water meters have reached their end of life therefore, requiring more staff time to manually read the meters. The cost of a residential meter or a 3/4 x 5/8 meter is \$204.76. It is estimated that 1200 meters will be replaced this fiscal year.

Action Required of Council:

Consider approval or other action to purchase Neptune meters from Core and Main.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

November 14 ,2017

Subject: Neptune Sole Source Document for SE Texas

Melvin,

Neptune Technology Group, Inc. has always valued La Porte, Texas as a loyal customer. I want to clarify that Core and Main-Houston is the exclusive Neptune distributor for all R900 metering in the SE Texas area. As the sole source provider of all Neptune products, the City of La Porte can continue to depend on the local Core and Main branch for all your metering system needs.



Regards,

Rex Baxter

Senior Territory Manager

Neptune Technology Group, Inc.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 11, 2017

Appropriation

Requested By: Kristin Gauthier

Source of Funds: _____

Department: Administration

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

- 1. Resolution**
- 2. Grant Application**

SUMMARY & RECOMMENDATIONS

The Office of Emergency Management applied for the FY2017 Urban Area Security Initiative (UASI) grant through the Homeland Security Grant Program to upgrade the audio/visual control system and various displays in the City's Emergency Operations Center (EOC). The City was awarded the grant in the amount of \$18,286.32.

As part of the FY2018 City budget, Council approved \$130,287.00 for the EOC audio/visual equipment replacement project. This amount includes the awarded UASI grant funds. The total project cost will not exceed \$130,287.00. This is the total project cost, which includes the UASI grant award. This project will completely upgrade the original "backbone" of the A/V system from analog to digital, and also upgrade the projectors, projection screens, and additional displays. This replacement is needed because the current system and associated equipment, originally installed in 2007, is at end of life.

There are no matching funds required for this grant. The award is 100% federally funded.

Action Required of Council:

Consider approval or other action to adopt a resolution authorizing and accepting a grant from the Office of the Governor of Texas totaling \$18,286.32 for the Fiscal Year 2017 Homeland Security Grant Program, Urban Area Security Initiative (UASI) grant.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING AND APPROVING A GRANT FROM THE OFFICE OF THE GOVERNOR OF TEXAS FOR THE FISCAL YEAR 2017 URBAN AREA SECURITY INITIATIVE (UASI), HOMELAND SECURITY GRANT PROGRAM, GRANT #3416801, FOR THE EOC AUDIO/VISUAL EQUIPMENT REPLACEMENT PROJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAWS; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of La Porte finds it in the best interest of the citizens of La Porte, that the City of La Porte EOC Audio/Visual Equipment Replacement project be operated for the year 2017-2018; and

WHEREAS, the City of La Porte agrees that in the event of loss or misuse of the Office of the Governor funds, the City of La Porte assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of La Porte designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Porte authorizes and approves the grant award for the City of La Porte EOC Audio/Visual Equipment Replacement from the Office of the Governor.

Section 1. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 2. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED this ____ day of December, 2017.

CITY OF LA PORTE

By: _____
Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

SIGNED BY AUTHORIZED OFFICIAL:

Corby Alexander
City Manager

Project Name: Audio/Visual Equipment Replacement

Applicant Jurisdiction: City of La Porte

Division/Organization administering grant: Emergency Management

Application Point of Contact Name: Kristin Gauthier

Application Point of Contact Phone: 281-470-0009

Application Point of Contact Email: gauthierk@laportetx.gov

Type of Request: (Pick one only) New Request Continuation/next phase of project in progress
 Sustainment of previously funded project (ongoing costs only) Completion/final phase of project in progress

Shareable and/or deployable?¹ (Please select all that apply); EHP required? Primary Zip Code? Scalable?

Shareable Deployable Neither This project will require EHP Review²

Zip Code +4 for Project: 77571-6215

This project is scalable.

Is this a Law Enforcement/Terrorism Prevention (LE/TP) Project (Yes/No)? See [IB 412](#) for info on what is LE/TP.

No

What core capability does this proposal address? Please pick one capability that best fits your project.

Operational Coordination

Project Summary: Briefly summarize the project, including proposed activities and how much funding is requested.

Summary and goal: The City of La Porte built their current Emergency Operations Center (EOC) in 2007. The La Porte EOC is utilized by the Cities of Morgan’s Point and Shoreacres and serves as a backup EOC for several of the industrial facilities in our area, as well as regional, State, and Federal partners. It served as an Incident Command Post during a Type II Incident in 2015 and also supported several cities in the region during Hurricane Ike. The original Audio/Visual (A/V) equipment for the EOC is still in place, but nearing end of life where it will no longer be supported. Certain parts needed to maintain the system are no longer available. The goal of this project is to replace equipment and wiring that is nearing end of life in order to maintain and improve operational coordination, while streamlining our current processes. This effort is to maintain the level of operation and coordination we have provided since the EOC was built.

Dollar amount: \$139,480

Problem Statement: Describe issues, hazards, threats your project will target. (Ensure terrorism nexus is clear.)

The City of La Porte has a population of approximately 35,000 people. The city is located on Galveston Bay at the entrance to the Houston Ship Channel. There is one port on the north side of the city, and one on the south side. There are over 50 petrochemical facilities in the La Porte ETJ and LEPC, as well as many chemical storage facilities. As such, there is a high number of truck traffic, including hazardous materials cargo, which travels through the city on a daily basis. In addition to truck traffic, hazardous commodity is also transported via pipeline, rail, and ship throughout and around the city. The location and geography of the city make it at risk of numerous hazards, including hurricanes, storm surge, flooding, severe weather, hazardous materials incidents, and terrorism. This project seeks to maintain the City’s current level of operational readiness so that we can support our residents and other agencies throughout the region should a disaster occur.

Existing Capability Levels: Describe existing capability levels in your jurisdiction and region.

The City currently has an EOC that provides coordination and support for various incidents, ranging from house fires to flooding to hazardous materials incidents to hurricanes. The A/V equipment in the EOC allows us to share and display data with key officials and EOC staff in order to maintain situational awareness and improved coordination. While several of the larger cities in the region have an EOC (Ex: Pasadena/Baytown), La Porte’s EOC has the ability to serve as the primary and/or backup EOC for many cities in the region, especially those on the south side of the Houston Ship Channel. It serves as the EOC for the Cities of Morgan’s Point and Shoreacres, and as a backup EOC for several industrial facilities in our area. Through past events, the La Porte EOC has been able to support other partners in the region and believes it is critical to continue that level of support in the future.

Existing Capability Gap: Identify gap(s) in capability that this project will fill. Cite [UASI State Preparedness Report](#) or other assessments, as appropriate.

Per the Situational Assessment Core Capability, “the region faces challenges to keep pace with evolving technological advancements, as well as acquiring the necessary technologies to equip regional partners given increasing fiscal constraints”.

¹ If new core capabilities are being sought utilizing HSGP funding, grantees must ensure that the capabilities are deployable outside of their community to support regional and national efforts or otherwise shareable with regional partners and aligned with a capability gap identified in the THIRA/SPR.

² Please see the UASI FY2017 Kickoff slides for more detail on EHP requirements.

This project will fill the gap the City is currently facing by providing updated technology to continue supporting operational coordination in the future.

Impact Statement: Explain the local/regional impact of this project & how it will reduce the gap identified above

This project will allow the City of La Porte, neighboring jurisdictions, local industry, and regional partners to continue utilizing the La Porte EOC as a coordination point during emergencies and disasters.

Homeland Security Priority Action: Choose the [action](#) most closely aligned with this project. Use this format: (e.g., 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

4.2.4 Develop and maintain critical information technology and communications capabilities to connect regional and state operations centers.

Target Group: Identify the target jurisdiction(s), group, and population expected to benefit from this project.

The primary target jurisdiction for this project is the City of La Porte, which also supports the Cities of Morgan’s Point and Shoreacres. Our EOC has always been made available to local industry, neighboring jurisdictions, and regional, State, and Federal partners whenever needed. We intend to continue working closely with our partners in La Porte and regionally to coordinate emergency operations. The population of the three primary cities served by this project is approximately 36,000.

Long-Term Approach: How will you sustain/maintain this project beyond UASI grant funding to ensure continuity?

This project will allow us to convert from analog to digital and update additional outdated equipment. The conversion piece is the most costly part of the project. Once this conversion has been completed, we feel confident that maintenance of our A/V equipment will be more efficient and cost effective going forward. The City will assume responsibility for any future maintenance of the new equipment.

Which [UASI goal & objective](#) does this application address? How will your project help the Region attain this goal?

UASI Strategic Goal: Goal 10: Enhanced EOC Management and Coordination

UASI Strategic Objective: 10.2 – Secure resources needed to ensure common operating pictures for all EOCs and MACCs within the region.

This project will help attain the goal by: The City will be able to continue providing a common operating picture for both internal stakeholders and regional partners that operate at the La Porte EOC.

Please describe your project’s expected outputs and outcomes.

Refer to the Metrics in the [UASI Strategy](#) and the [HSGD Measures Example](#) document for appropriate examples.

Outputs:

Number of operational coordination programs (EOC systems or other Incident Command Structures) created, maintained, or enhanced: 1

Outcomes:

Number of agencies that utilize the La Porte EOC for training and exercises, or real-world activations: 3

For projects sustaining/advancing a FEMA-defined typed team, please answer the questions below (cite the team name of the typed resource and identifier in the [Resource Typing Library Tool](#)). If it does not sustain/advance a team, please type “N/A” in Name of team and leave the remainder of this section blank.

Name of Team: N/A

Type (See region’s certification):

FEMA Typed Resource (From RTL):

ID of Typed Resource (From RTL):

Describe how you are sustaining or advancing your team type with this project.

For grant-funded personnel: What will these employees accomplish for the region during the performance period?

N/A

For Interoperable Communications Committee projects: Is this project consistent with the SCIP and the RICP? Please describe how this project fills a gap identified in the Interoperability Gap Analysis? (If this is not an ICC project, please type “N/A” below.)

N/A

Milestones (09/2017 – 08/2019) for a 24 month period of performance (3 to 5 required).

Identify Milestone and Associated Activities	Phase	Start (MO/YEAR)	Finish (MO/YEAR)
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FY2017 Houston UASI Application

For Official Use Only

Receive grant approval: grant award and approval by City Council	Initiate	09/2017	10/2017
Procurement process	Plan	11/2017	01/2018
Award contract to vendor and begin work	Execute	01/2018	07/2018
Completion of work: pay vendor and seek grant reimbursement	Closeout	07/2018	09/2018

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 11, 2017

Requested By: Rosalyn Epting

Department: Parks & Recreation

Report: X Resolution: Ordinance:

Exhibits: Quote

Exhibits: Layout

Appropriation

Source of Funds: 015

Acct Number: 015-8080-552.11-00

Amount Budgeted: \$410,000

Amount Requested: \$67,680

Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

Shade structures and concrete pads were some of the items discussed with Council for the Little Cedar Bayou Wave Pool Renovations that were to be done in fiscal year 2018.

This Buy Board quote includes:

- 5 Cantilever Pyramid Shade Canopies (12' X 12' X 8') to cover the current picnic areas
- 2 Concrete Pads (18' X 30' X 4"THICK)
- 2 Cantilever HIP Shade Canopies (19' X 30' X 8') to cover the 2 concrete pads above
- 5' Wide Concrete Sidewalks to the new Concrete Pads

The quote breakdown is as follows:

5 Cantilever Pyramid Shade Canopies	\$19,170
2 Cantilever HIP Shade Canopies	\$18,924
Buy Board Discount	(\$3,809)
Freight	\$853
Installation	\$19,037
Sealed Engineered Drawings	\$1,175
2 Concrete Pads	\$11,232
Sidewalk	\$1,098
Total	\$67,680

Two other quotes were received for this work. BJ's Park & Recreation Products quoted \$78,712.15 and Kraftsman Commercial Playgrounds quoted \$87,528.39

The remaining funds for this project will be used towards re-plastering the pool, deck repairs, and miscellaneous restroom updates. We are working with Purchasing for these other items and they will be within budget.

Staff recommends that the quote is awarded to T.F. Harper & Associates LP under Texas buy Board Contract Number 512-16.

Action Required by Council:

Consider approval or other action authorizing staff to accept the quote from T.F. Harper & Associates LP in the amount of \$67,680 for purchase and installation of shade structures and concrete pads at the Little Cedar Bayou Wave Pool.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Consider approval or other action authorizing staff to accept the quote from T.F. Harper & Associates LP in the amount of \$67,680 for purchase and installation of shade structures and concrete pads at the Little Cedar Bayou Wave Pool.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



BUYBOARD QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of La Porte
Attn: Scott Bradley, Parks Superintendent
Address: 604 W. Fairmont Pkwy, La Porte, TX 77571
Install Site: 600 Little Cedar Bayou Dr, La Porte, TX 77571
Phone: 281-470-5141
Email: BradleyS@Laportetx.gov

CONTRACT #512-16

PLEASE FAX YOUR PO & SIGNED QUOTE TO
BUYBOARD & T.F. HARPER & ASSOCIATES LP TO
INSURE COMPLIANCE & RECEIPT OF YOUR
ORDER.

QUOTE#: 110317-02tb
DATE: November 3, 2017
REVISED: November 7, 2017

Little Cedar Bayou Wave Pool Shade

QTY	DESCRIPTION OF EQUIPMENT	UNIT PRICE	TOTAL COST
5	Modern Shade SP Cantilever Pyramid Shade Canopy, 12' X 12' X 8' Eave, In-Ground	\$3,834.00	\$19,170.00
2	Modern Shade SP Cantilever HIP Shade Canopy, 19' X 30' X 8' Eave, In-Ground	\$9,462.00	\$18,924.00
	Shade Structures are designed for 90 mph winds at 3 second gusts, 5 psf live load; membranes (tops) must be removed if weather conditions are expected to exceed design limits.		
	Less Buyboard Discount		(\$3,809.00)
1	Freight on Above Equipment		\$853.00
1	Installation on Above Equipment		\$19,037.00
1	Sealed Engineered Drawings		\$1,175.00
2	Concrete Pad, 18' X 30' X 4" Thick, #3 Rebar on 12" Centers Both Ways, 2,500 PSI	\$5,616.00	\$11,232.00
1	Concrete Sidewalk 5' W X 16' L, 4" Thick, #3 Rebar on 12" Centers Both Ways, 2,500 PSI		\$1,098.00
	Permits, if required, can be obtained but are not included in pricing.		
		Sales Tax	Exempt
	TOTAL		\$67,680.00

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

PRICING IS BASED ON FULL ACCESS TO WORK AREAS BY TRUCK/BOBCAT.

NOT INCLUDED: Sales Tax, Permits, Bonding Fees, Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping)

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 50% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery & Installation: 12 weeks after receipt of signed quote (or purchase order) and color selections.

PLEASE SIGN & RETURN ATTACHED ROCK/UNDERGROUND UTILITY CLAUSE WITH YOUR SIGNED QUOTE.

Accepted by: _____
Date: _____ P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.
Tommy Harper

Commercial Play and Recreational Equipment

ROCK CLAUSE

IN THE EVENT THAT SITE SOIL OR ROCK CONDITIONS ARE SUCH TO PREVENT NORMAL INSTALLATION TIME AND PROCEDURES, THE OWNER/CUSTOMER WILL BE RESPONSIBLE FOR ADDITIONAL EQUIPMENT AND LABOR EXPENSES IN THE AMOUNT OF SIX HUNDRED AND FIFTY AND NO/100 DOLLARS (\$650.00) PER DAY IN ORDER TO ACCOMPLISH THE INSTALLATION.

UNDERGROUND UTILITY CLAUSE

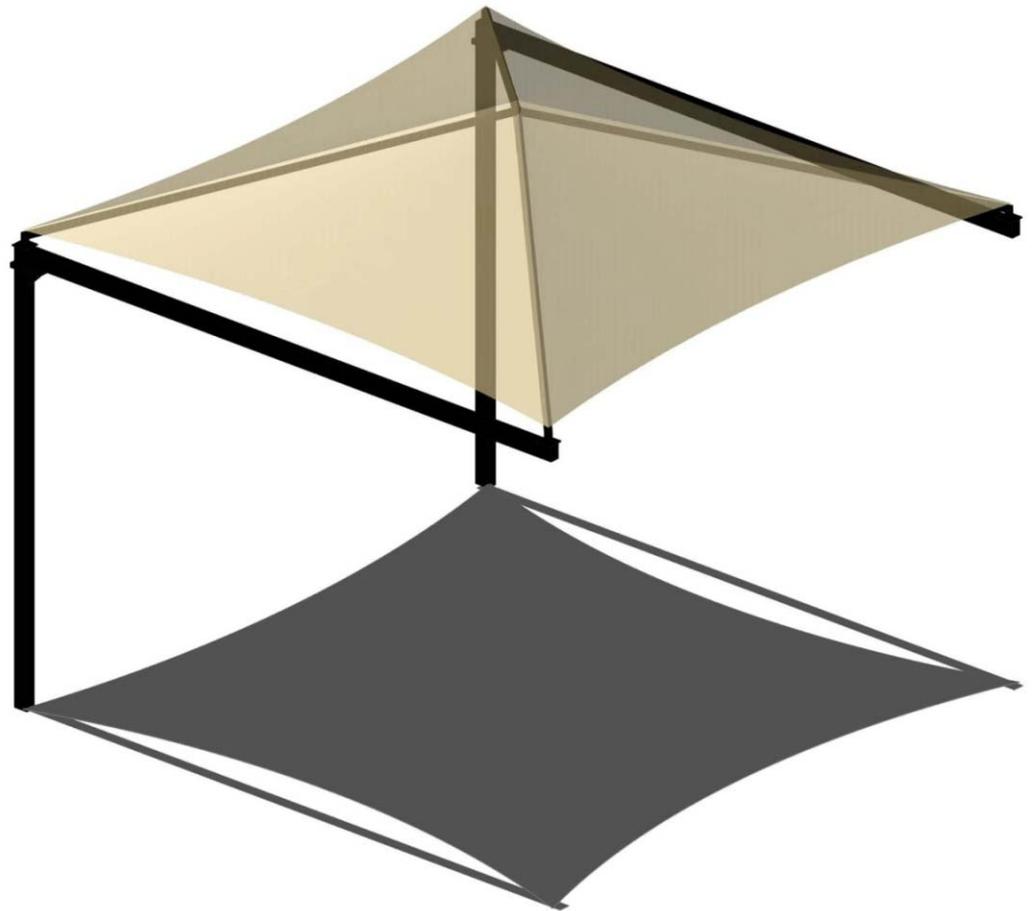
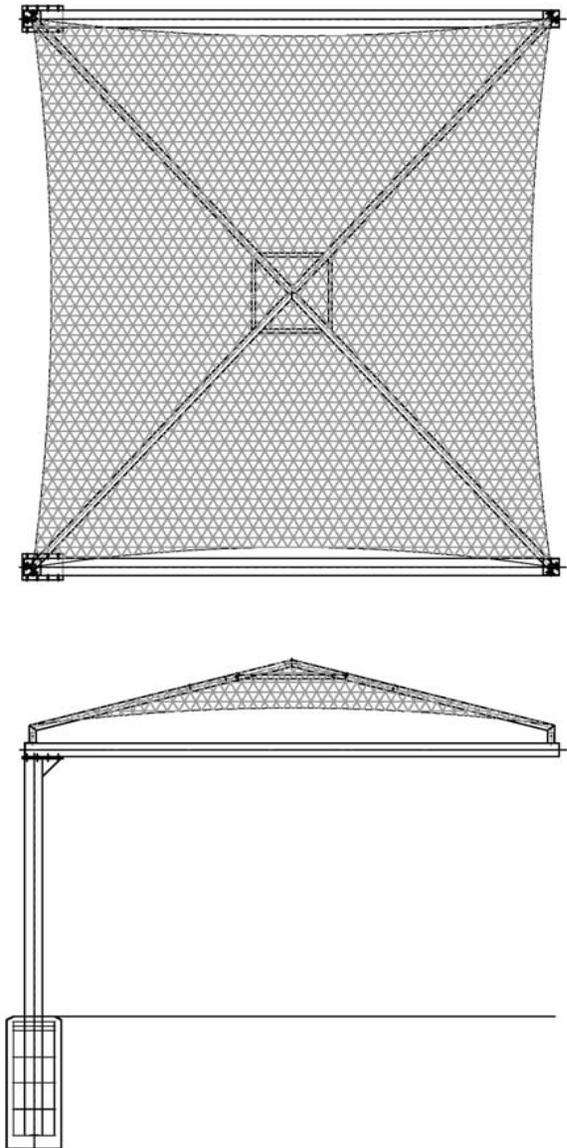
NEITHER T. F. HARPER & ASSOCIATES, ITS EMPLOYEES OR ITS SUB-CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE DONE TO ANY TYPE OF UNDERGROUND UTILITIES ON THE SITE CHOSEN BY THE PROPERTY OWNER/MANAGER TO INSTALL THE EQUIPMENT UNLESS THE OWNER/MANAGER HAS THESE LINES ACCURATELY STAKED PRIOR TO INSTALLATION COMMENCEMENT. WITHOUT PROPER AND ACCURATE STAKING OF THESE UNDERGROUND LINES, ANY COSTS INCURRED TO REPAIR DAMAGED LINES OR TO RENDER MEDICAL TREATMENT IN THE EVENT OF INJURY TO A T. F. HARPER & ASSOCIATES EMPLOYEE OR SUB-CONTRACTOR DUE TO CONTACT WITH UNMARKED UNDERGROUND LINES, SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER/MANAGER. T.F. HARPER & ASSOCIATES, ITS EMPLOYEES OR SUB-CONTRACTORS CANNOT PROCEED WITH ANY JOB WHERE UNDERGROUND LINES ARE THOUGHT TO BE PRESENT WITHOUT ACCURATE MARKINGS.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

Accepted By: _____

Date: _____

SINGLE POST CANTILEVER PYRAMID







P.O. Box 150069
Austin, Texas
78715-0069

Warranty

Modern Shade, LLC. ("MODERN SHADE") warrants that all Commercial Shade Products (Product) sold shall be free of defects in materials or workmanship. The Warranty set forth shall be the purchaser's sole and exclusive Warranty and is effective from the date of Product shipment or pickup. MODERN SHADE further warrants:

LIMITED 20 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion on all Commercial steel frames with the exception of powder coated steel frames installed within 5 miles of the coast which has a 10 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion. Failure to provide routine maintenance as stated in the below Required Maintenance and Care will void the Warranty.

LIMITED 10 YEAR NON-PRORATED WARRANTY on all Commercial shade fabric and Teflon stitching against cracks, tears, material breakdown or significant fading as a direct result of ultra-violet exposure with the exception of Red, which carries a 3 year limited warranty. MODERN SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

LIMITED 1 YEAR WARRANTY on all moving parts, surface coat finish or any other product or part not covered by one of the above warranties.

All of the above Warranties exclude any cosmetic issues. MODERN SHADE reserves the right to repair or replace any item covered by this Warranty. MODERN SHADE shall deliver all repaired or replacement part or parts to the customer **FREE OF CHARGE**. MODERN SHADE shall not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. All Repaired or Replacement parts shall be warranted for remainder of original warranty. The Warranty shall be void if the Product is not paid for in full within 30 days. MODERN SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability. The Warranty is void if the Product is not installed in strict compliance with the MODERN SHADE specifications. Purchaser shall notify MODERN SHADE in writing within thirty (30) days following the discovery of the alleged defect, detailing any defects for which a Warranty claim is being made; otherwise the Warranty shall be void. The Warranty shall be void if damage to the Product or any of its components is caused by misuse; harmful chemicals; excessive loads, pressures or forces such as abnormal weather conditions outside or in excess of the design specifications; acts of God; falling objects other than hail; explosions; fire; riots; civil commotion; vandalism; external forces; acts of war; radiation; harmful fumes or foreign substances in the atmosphere; floods; abuse by machinery, equipment or any persons; immersion in salt or chlorine water; not performing maintenance as described in the below Required Maintenance and Care; causes not within MODERN SHADE'S control; or if modifications are made to the Product without prior written consent from MODERN SHADE including but not limited to attaching signs, banners, lights or decorations. All Commercial shade products are designed for 90 MPH wind speed (three second gusts) and 5 PSF snow load, unless otherwise stated. Fabric Tops must be removed if weather conditions are expected to exceed these design limits. Commercial steel frames without a membrane top are designed for 150 MPH wind speed (three second gusts). Light fixtures are limited solely to the manufacturer's warranty.

Liability Limitation:

Modern shade shall not, in any event, be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the product covered hereby, it's design, use, any inability to use the same or any delay in delivery of the same. Furthermore, it is understood and agreed that the sole and exclusive remedy with respect to defective product shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the product or any part of it prove so defective, however as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the product, or part thereof which is defective, upon its return to modern shade. Furthermore, modern shade is not liable for damage to property caused by rain or hail. Corrections of non-conformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of modern shade to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such product. No warranties or representation at any time made by any sales representative, dealer, agent or any person shall be effective to vary or expand the above express warranty or any other term hereof.

Required Maintenance and Care

Failure to provide the following routine maintenance shall void the Warranty.

Maintenance of Fabric Tops:

Fabric tops should be checked annually to ensure proper cable tension is maintained throughout the Warranty period. To remove dirt or bird droppings from fabric tops, simply spray the underside with water. For stubborn dirt, mild dish soap may be applied and rinsed.

Maintenance of Steel Frame:

Owner is responsible for routine maintenance to preserve the finish and welded joints. If surface rust or corrosion appears (regardless of cause), owner shall remove with sand paper or wire brush, prime and repaint. Ensure all connecting hardware is properly secured. Ensure all bolted connections and slip fit joints are caulked as needed. Failure to provide routine maintenance will void the Warranty.

(512) 385-4100

(877) 385-3444 TF

(512) 385-4103 F



Fabric Features

- Fade and tear resistant; will not crack, rot or fray
- 90 mph nominal wind load and 5 psf snow load with fabric attached
- High-density polyethylene woven architectural fabric, 89.3% - 97.7% Ultraviolet Resistant
- Sewn with Tenara TM Ultraviolet Rated Bonded Teflon thread utilizing the lock stitch sewing method
- Approved Fire Rating as a result of the ASTM E-84 (Class A)
- Fabric pockets are double folded to provide extra reinforcement
- OEKO-TEX Certification – certified free of harmful chemicals like lead & phthalates
- Greenguard Certification – great for schools and use with children, this certifies that materials contribute to healthy air quality (low chemical emissions)
- Melanoma International Foundation Seal of Approval – this product is effective in preventing sun damage to the skin or eyes

Structural Information

- High Strength Pre-galvanized and ASTM
- TGIC polyester powder shall meet or exceed ASTM standards for adhesion, hardness, impact, flexibility, over bake resistance, and sea spray resistance
- The manufacturer shall provide a 20 year non-prorated warranty against failure due to rust-through corrosion on steel frames
- Structural steel tubular products shall be cold-formed structural quality carbon steel complying with ASTM A-500, Grade B except where engineer drawings specify otherwise
- Primed with Zinc rich primer
- Powder coated in the approved color by electro-statically applying and baking at 400 degrees Fahrenheit to a thickness between 3.0 - 5.0 mil for a consistent glossy finish
- Welding performed in accordance with the latest edition of the American Welding Society Structural Welding Code ASW D11
- Standard practice welding performed using E-70 electrodes or gas-metal arc welding utilizing ER 70- S6
- Installation, design, and structural specifications shall be in accordance with ASTM Structural Specifications for Bolted Connections

Fabric Color Options



Limited Warranty

Modern Shade LLC offers a 10 year non-prorated warranty on the shade fabric, a 20 year non-prorated warranty on steel frames and a 1 year warranty on all moving parts, surface coat finish, or any other product or part not covered by the above warranties.

Powder Coat Color Options

(Hot Dip Galvanized finish available upon request)





103 Red Bird Lane
Austin, Texas
78745-3122
playground@tfharper.com

MODERN SHADE LLC Color Selection Worksheet

Customer Name: _____

Project Name: _____

Drawing Number: _____

POWDER COAT COLORS:

- | | |
|--------------------|---------------------|
| _____ Signal White | _____ Brown Red |
| _____ Signal Red | _____ Sepia Brown |
| _____ Beige | _____ Signal Blue |
| _____ Cobalt Blue | _____ Moss Green |
| _____ Zinc Yellow | _____ Traffic Black |
| _____ Window Grey | _____ Light Ivory |

SHADE NET COLORS:

- | | | |
|------------------|-----------------------|-------------------|
| _____ Natural | _____ Rivergum Green | _____ Turquoise |
| _____ Cherry Red | _____ Brunswick Green | _____ Desert Sand |
| _____ Deep Ochre | _____ Aquatic Blue | _____ Gun Metal |
| _____ Cayenne | _____ Sky Blue | _____ Steel Grey |
| _____ Yellow | _____ Navy Blue | _____ Black |
| _____ Brown | | |
| _____ Cedar | | |

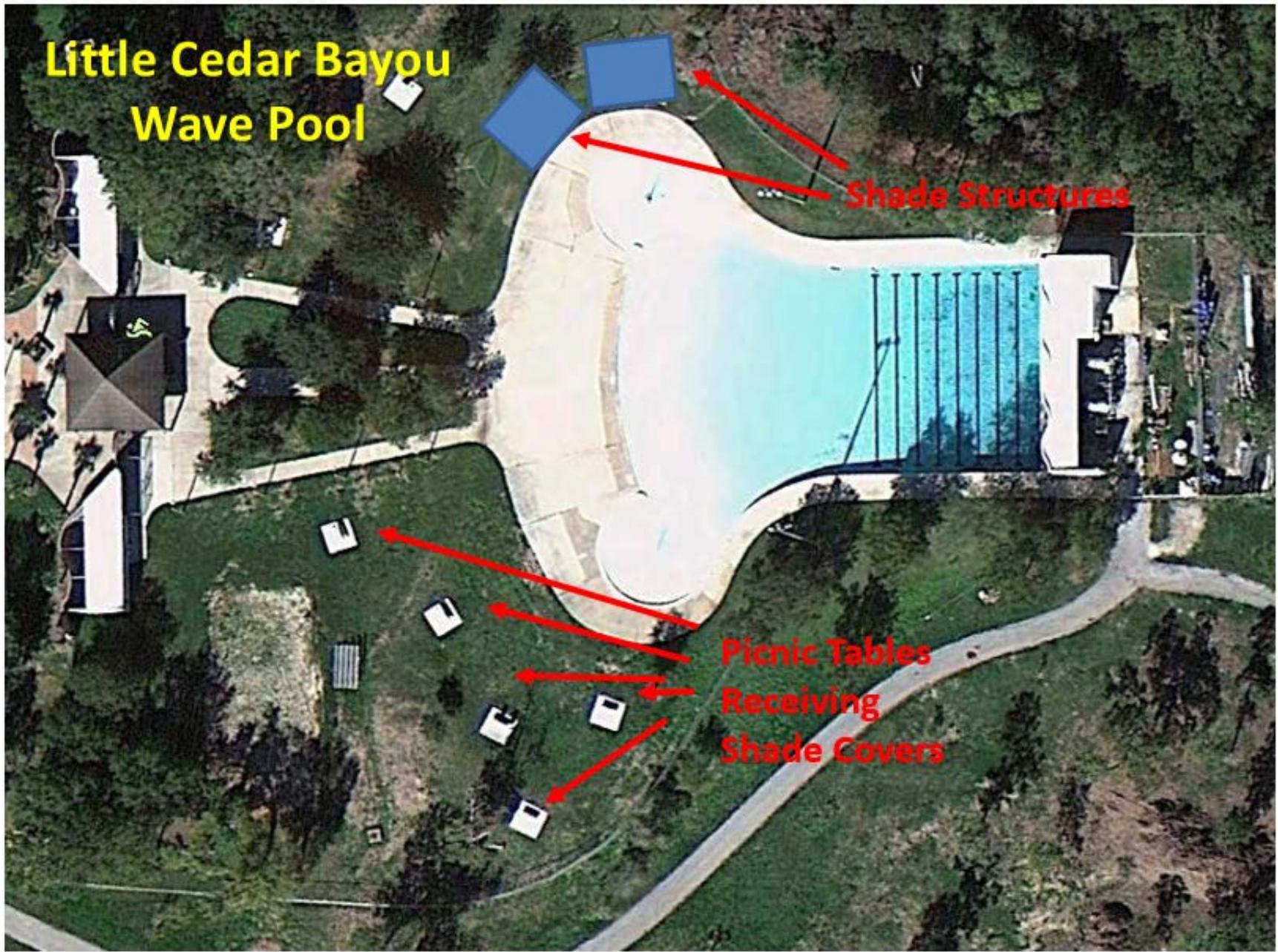
Approved by: _____
(Print Name) (Signature) (Date)

Little Cedar Bayou Wave Pool



Shade Structures

Picnic Tables
Receiving
Shade Covers



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 11, 2017

Requested By: Rosalyn Epting

Department: Parks & Recreation

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: 001 General Fund

Account Number: 001.8081.551.8002

Amount Budgeted: \$69,300

Amount Requested: \$52,086

Budgeted Item: YES NO

Attachments :

1. Quote

SUMMARY & RECOMMENDATIONS

This is a Buy Board quote for equipment replacement at the Recreation & Fitness Center gymnasium. The equipment includes:

- Four Gared Sports/Performance Sports motorized basketball backboards for the side courts-Our current backboards are aged and the structures have been bent beyond repair. The motorization will allow the goals to be raised towards the ceiling when they are not in use due to full court play.
- One set of Sheridan Seating Company bleachers with five rows-The current bleachers need replacement because they are very old, heavy, and become jammed regularly when in use.
- Motorizing the two basketball goals on the main court-This will enable the goals to raise toward the ceiling and allow cross-court play to take place without interference from the main court goals.

The quote breakdown is as follows:

4 Basketball Goals for Side Courts	\$17,248
Goal Safety Locking Straps	\$1,921
Removal and Disposal of 4 Existing Goals on Side Courts	\$1,300
Retrofitting 2 Existing Main Goal for Power Retraction	\$3,333
Telescopic Bleachers	\$25,300
Removal and Disposal of Existing Bleachers	\$2,000
Buy Board Fee	\$984
Total	\$52,086

The City will be responsible for hiring an engineer to confirm that the ceiling will be able to withstand the weight of the basketball goals. This is the same process we used when we installed the gym divider curtain last year. The City will also be responsible for bringing electricity to the new equipment. Staff will complete as much as possible in house and contract out any remaining electrical work that is beyond staff's capability. Remaining project funds will be used for these purposes.

Staff recommends that the quote is awarded to Texas Sports Equipment under Texas buy Board Contract Number 502-16.

Action Required of Council:

Consider approval or other action authorizing staff to accept the quote from Texas Sports Equipment in the amount of \$52,086 for purchase and installation of bleachers and basketball backboards for the Recreation & Fitness Center.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



November 8th, 2017
Quote# 9081512-R1
BuyBoard Contract # 502-16

Bid for:

La Porte Fitness Center

1322 South Broadway, La Porte, Texas 77571

ACKNOWLEDGEMENT OF ADDENDUMS: 0

Gymnasium/Athletic Equipment

Products Manufactured by: Gared Sports/Performance Sports

1. Basketball Backstops

Products Manufactured by: Sheridan Seating Company

1. Telescopic Bleachers

Work Includes:

1. New Products as described
2. Freight
3. Installation Labor, and equipment needed to complete work
4. ALL materials to be installed in ONE trip. Additional trips for materials divided into "Phases" shall incur additional costs

Exclusions:

1. All electrical to be done by others. We will do final connection if the electrical is at location at the time of installation.
2. Texas Sports Equipment is not responsible for underground utilities/irrigation/ drainage at the location of any IN GROUND work/equipment to be installed. It is the responsibility of the owner/contractor to ensure desired location is free from obstructions.
3. City Permits or Bonds are not included in price and must be provided by others
4. Sales Tax is not included and we must receive Tax Exemption Form or Sales Tax will apply
5. All Color Choices are to be made from Manufacture Standard Colors.
6. Warranty based on Manufacture terms and agreements, Texas Sports Equipment will warranty workmanship for one year after completion date.
7. PE STAMPS Are not included in Pricing.
8. Pricing does NOT include Construction Management Software Fees, i.e. Textura, Docusign etc. If project is managed through said softwares, please add appropriate fees to out base bid.

Submitted By: Jose Alvarado
Texas Sports Equipment
2892 State Hwy 19 Huntsville, Texas 77320
(936) 294-0500 Office

Cover Page

Bid for:

La Porte Fitness Center

1322 South Broadway, La Porte, Texas 77571

Below is our bid for Specification Section 11 66 23, **GYMNASIUM EQUIPMENT**, including labor and material, F.O.B. jobsite, WITHOUT sales tax.

Gym Equipment Bid Amount: \$ 50,165.00

Products:

	Total Cost
A. Basketball Backstop Supports, Backstops and Goals.....	\$17,248.00
QTY- 4 Backstop Units- Single Post Mast, Front Braced, Front Folding	
• 42" x 72" Regulation Glass Backboard, Aluminum Frame	
• 2500 Tournament Breakaway Goal	
• Pro-Mold Backboard Edge Padding (Color: TBD)	
• Electric Hoist with Key Switch	
• Manual Height Adjuster	
Optional: Safety Locking Straps ADD \$1,921.00	
B. Removal and Disposal of Existing Wall Attached Goals.....	\$1,300.00
C. Retrofitting Existing Goals.....	\$3,333.00
• Adding Electric Hoist w/ Key switch	
• Adding Necessary Additional Structure and Pulleys	
D. Telescopic Bleachers.....	\$25,300.00
• 1 Bank of Bleachers(4 sections), 81' Long, 5 Rows, Plastic Seat Modules, Intermittent Aisles, Self-storing End Rails, Recoverable ADA, True ¾" Epoxy Coated Plywood Decking.	
Optional: PE Stamp if Needed, ADD \$750.00	
E. Removal and Disposal of Existing Bleachers.....	\$2,000.00
F. BuyBoard Fee.....	\$984.00

Payment terms are as follows: 35% deposit due upon ordering. 35% due once materials are delivered. Final 30% due upon completion.

Submitted By: Jose Alvarado
Texas Sports Equipment
2892 State Hwy 19 Huntsville, Texas 77320
(936) 294-0500 Office

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 11, 2017</u>
Requested By: <u>Ian Clowes</u>
Department: <u>Planning and Development</u>
Report: <u> X </u> Resolution: <u> </u> Ordinance: <u> X </u>

<u>Appropriations</u>	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<u>N/A</u>

Exhibits: **Ordinance**
 P&Z Approved SCUP
 Revised SCUP (Changes and Clean)
 P&Z Recommendation Letter
 Applicant Information and Request
 Zoning/Land Use Map
 General Plan and Project Scope

SUMMARY & RECOMMENDATION

The applicant, Jennifer Curtis of BGE Kerry R. Gilbert and Associates, on behalf of Jeff Anderson of Beazer Homes, owner, is seeking approval of a SCUP to allow for the development of a Master Planned Community in the PUD Zoning District. The property in question is located on the west side of Bay Area Blvd. north of Fairmont Pkwy., and is legally described as a portion of a 485.14 Acre Tract in Richard Pearsall Survey, A-265.

The property is currently undeveloped. Beazer Homes is in the process of purchasing the 235 acre tract in order to develop a master planned residential community on the site. The development will include a portion of land set aside for a senior living facility, multi-family complex, and a small general commercial tract. This portion of the development will not be completed by Beazer Homes, though specific requirements have been built into the SCUP document. Total build out will include a minimum of 642 single family lots ranging from 5,400 square feet (45' x 120') to 7,200 square feet (60' x 120'). The development will include a recreation center, wet bottom detention lake, and trails throughout the development.

The Planning and Zoning Commission, at their November 16, 2017 regular meeting, voted 8-0 to recommend approval of the proposed SCUP. After the P&Z Meeting, the applicant had some minor clarifications proposed for the SCUP document. Staff does not feel the proposed changes alter what was approved by the Planning and Zoning Commission and recommends approval of the revised SCUP document.

Action Required by Council:

1. Conduct public hearing.
2. Consider approval or other action on a recommendation by the Planning and Zoning Commission to approve an ordinance SCUP #17-91000005

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, CHAPTER 106, MORE COMMONLY REFERRED TO AS THE ZONING ORDINANCE OF THE CITY OF LA PORTE, BY GRANTING SPECIAL CONDITIONAL USE PERMIT NO. 17-91000005, TO ALLOW FOR THE DEVELOPMENT OF A MASTER PLANNED RESIDENTIAL COMMUNITY IN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, FOR A 235 ACRE TRACT OF LAND AND BEING A PORTION OF A 485.14 ACRE TRACT IN THE RICHARD PEARSALL SURVEY, A-265, LA PORTE, HARRIS COUNTY, TEXAS; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF;

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

Section 1. Chapter 106 “Zoning” of the Code of Ordinances is hereby amended by granting Special Conditional Use Permit #17-91000005, attached hereto as Exhibit A and incorporated by reference for all purposes, to allow for the development of a master planned residential community on a 235 acre tract of land, said tract being a portion of a 485.14 acre tract in the Richard Pearsall Survey, A-265, La Porte, Harris County, Texas, and situated within a Planned Unit Development (PUD) zoning district.

Section 2. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, TX. Gov’t Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. The City Council of the City of La Porte hereby finds that public notice was properly mailed to all owners of all properties located within two hundred feet (200') of the properties under consideration.

Section 6. The City Council of the City of La Porte hereby finds, determines, and declares that all prerequisites of law have been satisfied and hereby determines and declares that the amendments to the City of La Porte Zoning Classification contained in this Ordinance as amendments thereto are desirable and in furtherance of the goals and objectives stated in the City of La Porte's Comprehensive Plan.

Section 7. This ordinance shall be effective after its passage and approval.

PASSED AND APPROVED this the 11th day of DECEMBER, 2017.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark Askins, Assistant City Attorney

3. the community will consist of the single-family lot sizes shown in Table 2:
Table 2

Lot Width	Number	Percentage*
45 feet	190	29.6%
50 feet	326	50.8%
60 feet	126	19.6%
Total	642	100.0%

**Percentages may vary*

4. The exact percentages in Table 2 and the acreages in Table 1 may vary by 5%, with an exception for the proposed multifamily use.
5. The placement of lot sizes within different pods of the development as proposed on the attached schematic plan and General Plan may shift or change places as needed.
6. The placement and exact boundaries between the commercial, multi-family, and senior housing tracts may shift within their corner of the General Plan.
7. The multifamily land use would be to specify that it may not increase more than 5% of the specified acreage on the General Plan and listed within Table 1, but that its acreage could be reduced by greater than 5%.
8. The maximum number of single-family lots may not exceed 675, the number of multifamily units may not exceed 350, and the senior assisted living/skilled nursing units may not exceed 100 units
9. The walking trails around the detention basin and sidewalks around the internal loop street are proposed to be 5'-wide (five-foot wide) concrete trails/sidewalks.
10. Trails/sidewalks and the other open spaces throughout the community will be landscaped to meet and exceed the established landscaping minimums.
11. Recreation Center will include, but are not limited to: a swimming pool & splash pad area, changing rooms/cabana, fitness facility, tennis courts, a playground, trails/sidewalks, and other related activities/amenities.
12. Recreation areas in the development (lakeside trail, Recreation Center, and a small pocket park) shall total approximately ±7.3 acres, not including the lake.
13. The lake is proposed to have a wet bottom and will contain no less than 6 fountains.
14. Single-Family Lot Size Minimums

Category	Proposed Minimum	Proposed PUD Standard
Minimum Lot Width	45 feet for no more than 35% of the lots	At build-out of all lots, the average lot width will meet or exceed 50 feet
Minimum Lot Area	5,400 sq. ft. for no more than 35% of the lots	At build-out of all lots, the average lot area will meet or exceed 6,000 sq. ft.

15. Minimum front building line will be 20' on cul-de-sac and "knuckle" lots. Front building line will be 25' for the rest of the single family lots.
16. Multi-family Density will not exceed 19.6 units per acre and total units will not exceed 350.

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

City of La Porte
Special Conditional Use Permit #17-91000005

This permit is issued to: Jeff Anderson of Beazer Homes
Owner or Agent

Address

For Development of: La Porte Tract – Master Planned Community
Development Name

West side of Bay Area Blvd.
Address

Legal Description: 235 acre tract of land legally described as a portion of a 485.14 Acre Tract in Richard Pearsall Survey, A-265, Harris County, La Porte, TX

Zoning: PUD, Planned Unit Development

Use: Single Family, Senior Living, Multi-family, Commercial

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. Project Description, as provided by the developer, shall be included as an exhibit to this SCUP document.
2. The community will consist of the land uses shown in Table 1:

Table 1

Land Use	Acreage*
Single-Family (R-2)	143.9
Multi-Family (R-3)	19.3
Senior (Assisted Living and/or skilled nursing)	7.5
Neighborhood Commercial (GC)	1.5
Recreation Center & Park	4.1
Amenitized Lake/Detention and Walking Trail	21.1
Drainage/Detention	14.4
Loop Street/Landscape Reserves	22.9
Total	234.7

**Acreages may vary*

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Director of Planning and Development

City Secretary

City of La Porte
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Owner or Agent

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Validation Date: _____

Director of Planning and Development

City Secretary



November 17, 2017

Honorable Mayor Rigby and City Council
City of La Porte

RE: Special Conditional Use Permit Request #17-91000005

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a regular meeting on November 16, 2017 to hear a Special Conditional Use Permit request by Jennifer Curtis of BGE Kerry R. Gilbert and Associates, applicant, on behalf of Jeff Anderson of Beazer Homes, owner; for a Special Conditional Use Permit to allow for the development of a master planned residential community. The subject site is located on the west side of Bay Are Blvd. north of Fairmont Pkwy., and is legally described as a portion of a 485.14 Acre Tract in Richard Pearsall Survey, A-265. The subject site is zoned Planned Unit Development (PUD) and Section 106-659 of the Code of Ordinances requires a Special Conditional Use Permit for development within a PUD district.

The Commission voted **6-1** to recommend approval of the proposed SCUP.

Respectfully submitted,

Ian Clowes, City Planner
On behalf of the Planning and Zoning Commission

cc: Richard Mancilla, Director of Planning and Development
Department File



Special Conditional Use Permit Application

Planning and Development Department

PROJECT INFORMATION

Address where SCUP is being requested: 0 W. Fairmont Pkwy (west of Bay Area Blvd, south of Spencer Hwy)

Legal description where SCUP is being requested: +/-234.7 acres out of a 485.514 Acre Tract in the Richard Pearsall Survey, A-265

HCAD Parcel Number where SCUP is being requested: 044-051-000-0001

Zoning District: PUD Lot area: +/-234.7 acres

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

Description of Request: master-planned community with single-family residential, multi-family/senior living, and small retail/commercial

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

PROPERTY OWNER(S) INFORMATION

Developer's

Name: Jeff Anderson

Company (if applicable): Beazer Homes

Address: 10235 West Little York, Suite 200

City: Houston State: TX Zip: 77040

Phone: (281) 560-6600 Email: jeff.anderson@beazer.com

AUTHORIZED AGENT (if other than owner)

Name: Jennifer Curtis

Company (if applicable): BGE|Kerry R. Gilbert & Associates

Address: 23501 Cinco Ranch Blvd, Suite A-250

City: Katy State: TX Zip: 77494

Phone: (281) 579-0340 Email: jcurtis@krga.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: *Jennifer Curtis* Date: *10/16/17*

Developer's
Owner(s) Signature(s): *[Signature]* Date: *10-16-17*

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.
- Affidavit of posting** fully executed that ensures the applicant will post the required public hearing sign on the property for at least 10 days prior to the Planning and Zoning Commission meeting date. Such sign will be provided by the Planning and Development Department.

PROCESS

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

JNAC



PPG
One PPG Place
Pittsburgh, PA 15272

T: +1.412.434.3930
F: +1.412.434.2134

Michael H. McGarry
Chairman and Chief Executive Officer

October 13, 2017

City of La Porte, Texas
Attn: Planning Department
604 W Fairmont Parkway
La Porte, Texas 77571

Re: Proposed rezoning of 234.6733 acres, Richard Pearsall Survey, A-625, La Porte, Harris County, Texas (west side of Bay Area Blvd.) ("PPG Tract")

Dear Sir/Madam:

PPG Industries, Inc. ("PPG") is owner of the PPG Tract. PPG authorizes Beazer Homes Texas, L. P. ("Beazer") to file an application for (i) rezoning of the PPG Tract, including a Special Conditional Use Permit, for a primarily single family residential project, but with ancillary multi-family residential not to exceed 30 acres and ancillary commercial not to exceed 10 acres, and (2) creation of a Municipal Utility District ("MUD") for the PPG Tract.

PPG retains the right, at any time, by notice to the City, to withdraw the applications made by or on behalf of Beazer or to direct that any consideration thereof shall be removed from the agenda of either the Planning & Zoning Commission or the City Council, as applicable. The City of LaPorte, Texas agrees, by its acceptance of any such applications, to comply with any such directive from PPG.

Wilson, Cribbs & Goren, P.C. is PPG's local counsel. You may accept notice and directives from that firm on our behalf.

This authority expires December 29, 2017.

Very truly yours,

PPG INDUSTRIES, INC.

By: 

Michael H. McGarry
Chairman and Chief Executive Officer

cc: Amber Hempfield

Via Email: amber.hempfield@ppg.com

October 11, 2017

Page 2

cc: Amber Hempfield
Supervisor, Real Estate Leasing/Acq. & Dis. *Via Email: amber.hempfield@ppg.com*

Thomas Butera
Buchanan, Ingerall & Rooney, PC *Via Email: Thomas.butera@bipc.com*

Reid C. Wilson
Wilson, Cribbs & Goren, P.C. *Via Email: rwilson@wcglaw.com*

H.T. Odom III
Avera Development, LLC *Via Email: todom@averacompanies.com*

Chris Couch
General Council
Avera Development, LLC *Via Email: ccouch@averacompanies.com*

Andrew H. Dillon
Nathan Sommers Jacobs *Via Email: adillon@nathansommers.com*

Jeff Anderson
Beazer Homes *Via Email: jeff.anderson@beazer.com*

Tyler Brochstein
Schlanger Silver Barg & Paine, LLP *Via Email: tbrochstein@ssbplaw.com*

Doug Nicholson
Newmark Grubb Knight Frank *Via Email: dnicholson@ngkf.com*

Alan Mueller
Gromax Development *Via Email: alan@gromaxtexas.com*

Paul Grohman
Gromax Development *Via Email: paul@gromaxtexas.com*

Corby Alexander
City Manager, City of La Porte, TX *Via Email: AlexanderC@laportetx.gov*

Clark Askins
City Attorney, City of La Porte, TX
Askins & Askins *Via Email: caskins@swbell.net*

STATE OF TEXAS
COUNTY OF HARRIS
CITY OF LA PORTE

The undersigned hereby duly swears on oath and says:

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

ADDRESS: Ø W. FAIRMONT PARKWAY (west of Bay Area Blvd)

LEGAL DESCRIPTION: 1/2-234.7 ACRES OUT OF 485.514 AC IN THE ~~XXXXXX~~ RICHARD PEARSALL SURVEY, A-625

2. In accordance with the provisions of Section 106-194 of the city's Code of Ordinances, I hereby attest that said sign will be posted on the described property for no less than fifteen (15) days prior to the scheduled public hearing; starting at least on the following date: NOVEMBER 1ST, 2017

3. Said sign shall be placed on the property within 20 feet of the abutting street.

4. Said sign shall remain legible and visible for the entire fifteen (15) day posting period. If sign is damaged or missing, I hereby attest that I will contact the City of La Porte for a replacement sign.

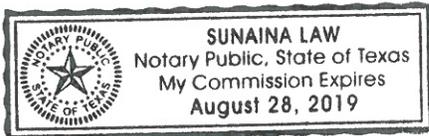
Jennifer Curtis

Applicant's Signature

Jennifer Curtis

Applicant's Printed Name

Subscribed and sworn before me this 13th day of October, 2017 by Jennifer Curtis (Applicant).



Sunaina Law
Notary Public

My commission expires: August 28, 2019

EXHIBIT B
ZONING MAP

SCUP
#17-9100005

West Side of
Bay Area Blvd.

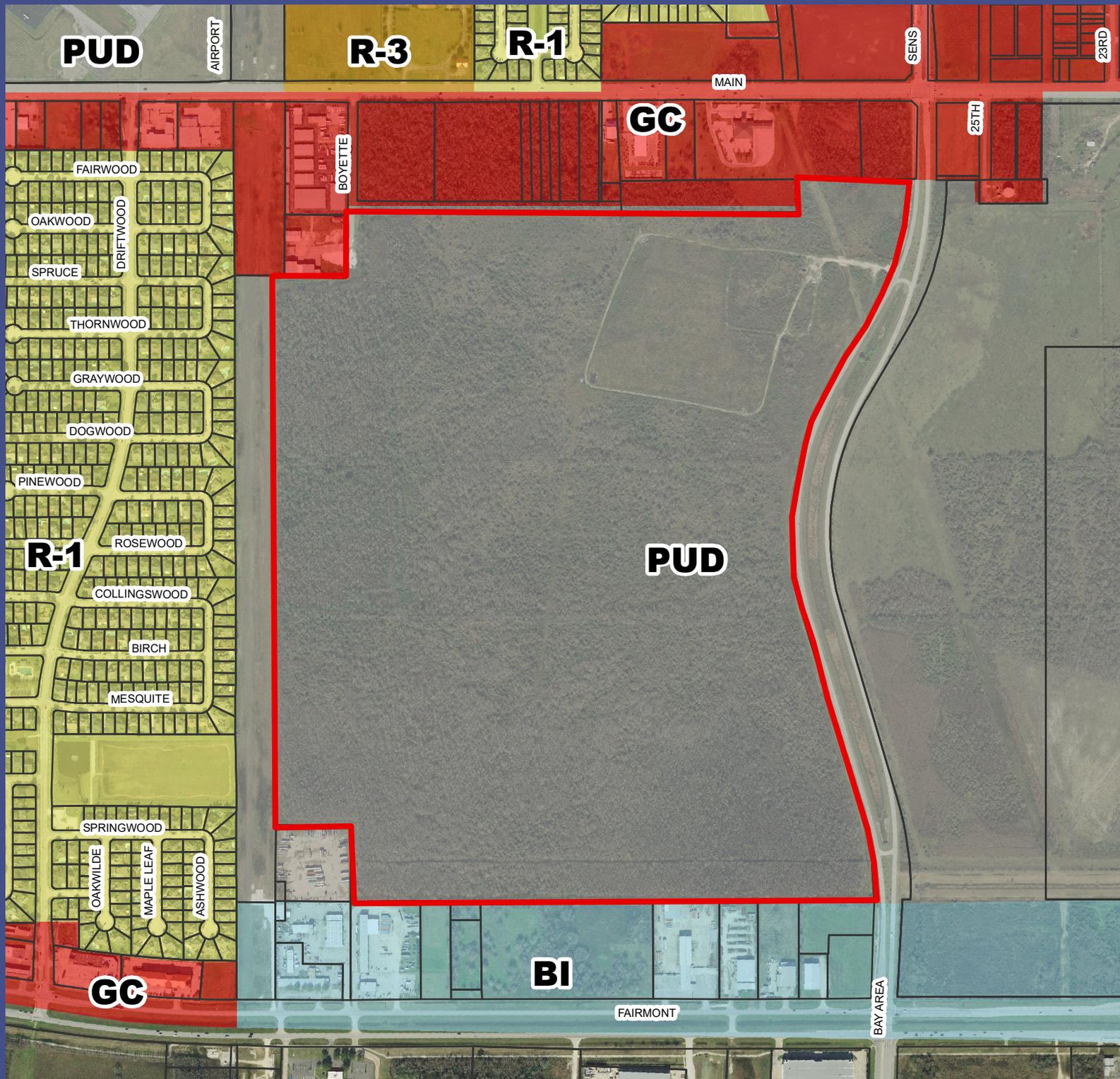
 Subject Parcel



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

1 inch = 702 feet

NOVEMBER 2017
PLANNING DEPARTMENT



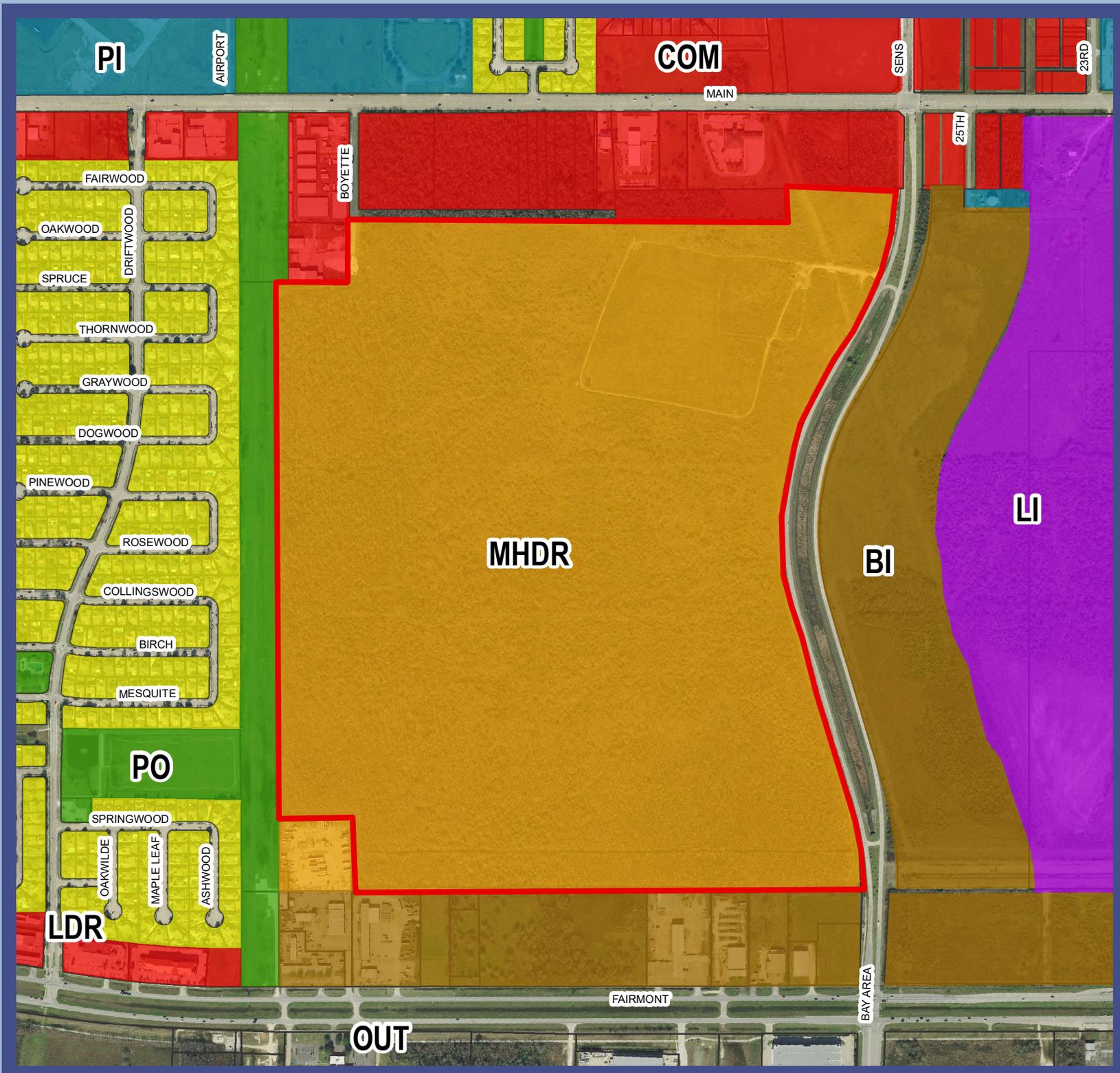


EXHIBIT C
LAND USE MAP

SCUP
#17-91000005

West Side of
Bay Area Blvd.

 Subject Parcel

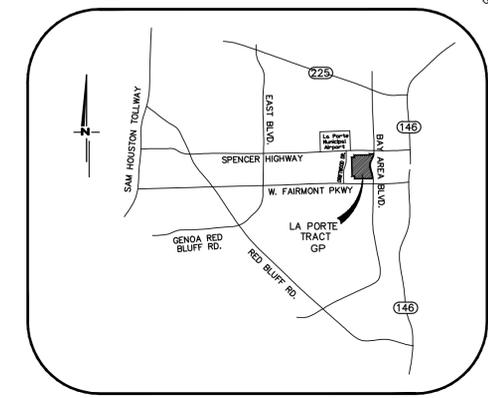
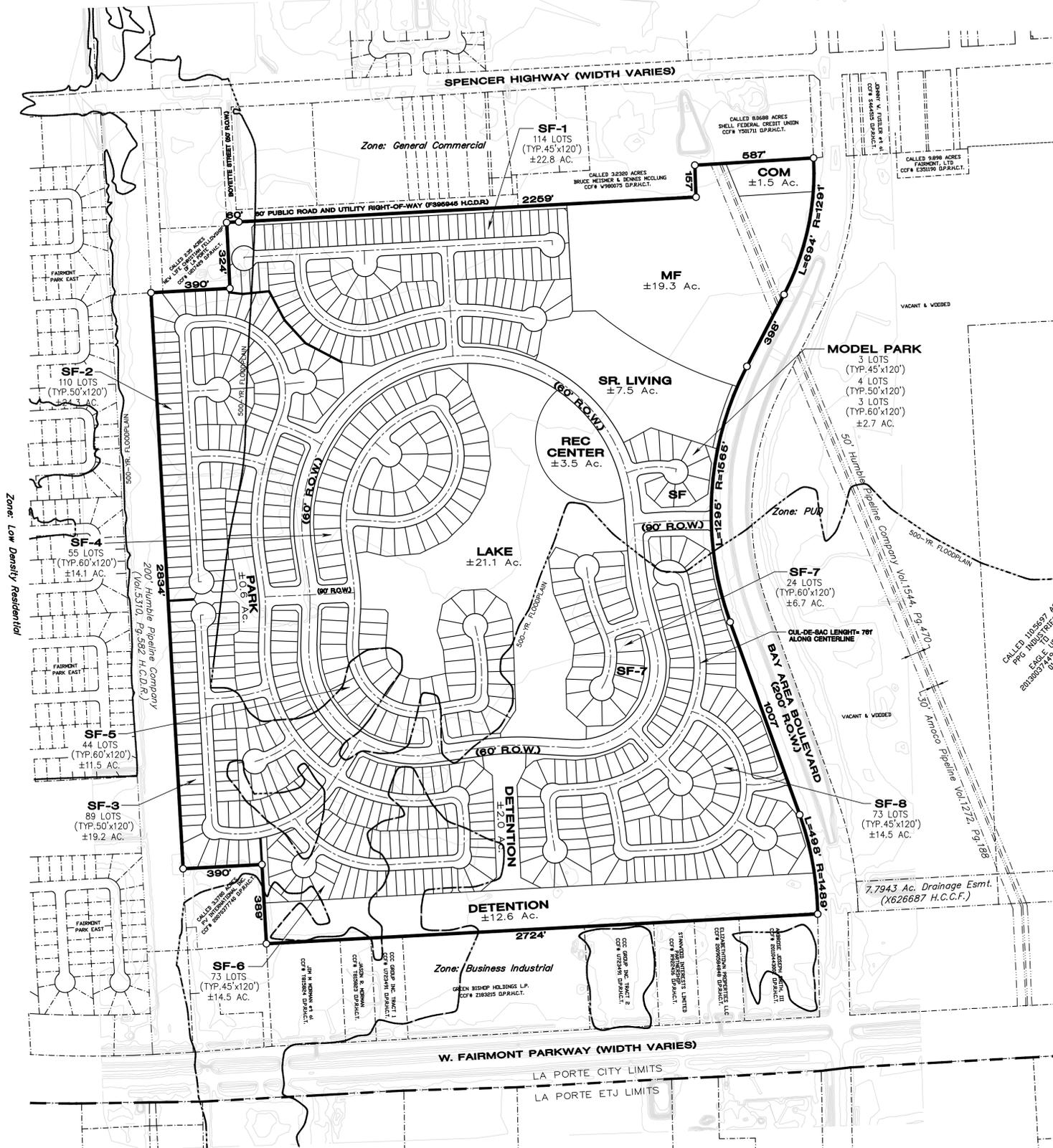


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NOVEMBER 2017
PLANNING DEPARTMENT





LOT TABLE A			
LOT SIZE	NO. LOTS	PERCENTAGE	ACREAGE
45' WIDE	190	29.6 %	42.6 AC.
50' WIDE	326	50.8 %	73.1 AC.
60' WIDE	126	19.6 %	28.2 AC.
UNDEVELOPED	-	-	-
TOTAL	642	100 %	143.9 AC.

1. THIS TABLE WILL BE SHOWN ON EACH PRELIMINARY PLAT, WITH ALL FUTURE SECTIONS COUNTED IN THE "UNDEVELOPED" CATEGORY. TOTALS SHALL NOT EXCEED VALUES PRESENTED IN THE PROJECT SCUP.

GENERAL NOTE:

- 1.) ALL RIGHTS-OF-WAY ARE FIFTY (50') FEET IN WIDTH UNLESS OTHERWISE NOTED.
- 2.) ALL CUL-DE-SAC RADIUS ARE FIFTY (50') FEET UNLESS OTHERWISE NOTED.
- 3.) "SF" INDICATES PROPOSED SINGLE-FAMILY DEVELOPMENT.
- 4.) THIS PROPERTY IS ZONED PUD.

A GENERAL PLAN OF
LA PORTE TRACT
 BEING 234.7± ACRES OF LAND

OUT OF THE
 RICHARD PEARSALL SURVEY, A-625
 LA PORTE, HARRIS COUNTY, TEXAS

DEVELOPER:
BEAZER HOMES
 PLANNER:



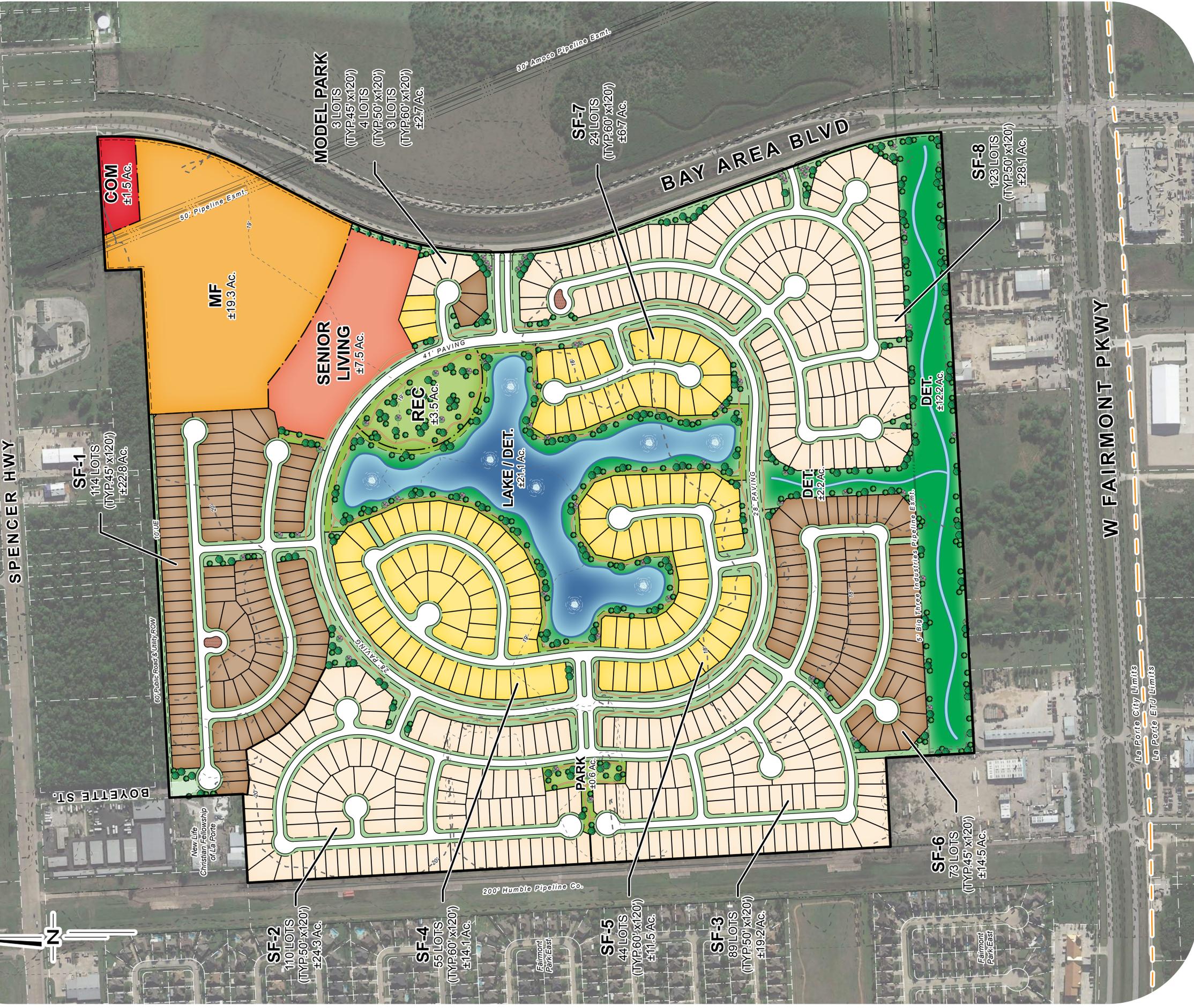
- Land Planning Consultants -
 23501 Cinco Ranch Blvd., Suite A-250
 Katy, Texas 77494
 Tel: 281-579-0340

SCALE: 1" = 300'
 0 150 300 600
 OCTOBER 25, 2017
 KGA# 0433

DISCLAIMER AND LIMITED WARRANTY

THIS GENERAL PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF LA PORTE IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED PROVISIONS WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF LA PORTE PLANNING AND ZONING COMMISSION. THIS GENERAL PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER KERRY R. GILBERT & ASSOCIATES, INC., NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE GENERAL PLAN.

Preliminary Drawing
Subject to Change



Preliminary Drawing
Subject to Change

LOT SUMMARY			
45' x 120'	190 LOTS	30 %	
50' x 120'	326 LOTS	50 %	
60' x 120'	126 LOTS	20 %	
TOTAL	642 LOTS		

a schematic development plan for
LA PORTE TRACT
 ± 234.6 ACRES OF LAND
 prepared for
BEAZER HOMES



Land Planning Consultants -
 23501 Cinco Ranch Blvd., Suite A-250
 Katy, Texas 77494
 Tel: 281-579-0340

SCALE
 0 100 200 400
 OCTOBER 31, 2017
 KGA #0433

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. CONSULTANTS' LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY BGE AND ASSOCIATES. OTHER CONSULTANTS' RELATIVE TO ENGINEERING AND DRAINAGE PLANS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



November 2, 2017

Richard Mancilla, P.E.
Director, Planning and Development Department
City of La Porte
604 W. Fairmont Parkway
La Porte, TX 77571

RE: Master Planned Community of ±234 Acres on Bay Area Boulevard

On behalf of Beazer Homes, BGE | Kerry R. Gilbert & Associates respectfully submits this letter along with the Special Conditional Use Permit and General Plan for a master planned community on ±234.7 acres on Bay Area Boulevard. This development, located on the west side of Bay Area Boulevard between Spencer Highway and Fairmont Parkway, presents a unique window of opportunity to create a premier master planned community in the City of La Porte. The property is currently zoned as PUD, which requires approval of a Special Conditional Use Permit and General Plan prior to development.

The subject property, combined with ±133.9 acres on the east side of Bay Area Boulevard for a total of ±368.6 acres, has been owned by an out-of-state corporation since at least 1984 and withheld from development. The owner desires to sell the entire ±368.6-acre tract at once, with the additional limitation that residential uses be limited to the west side of Bay Area Boulevard.

Therefore, sale and development of the tract requires a concerted joint effort between a business/light industrial developer for the east side and a residential developer for the west side. Avera Companies and Beazer Homes are partnering on a purchase of the two respective tracts to satisfy the seller's requirements. On the eastern tract, Avera intends to develop business and light industrial uses consistent with the City's Comprehensive Plan. On the western tract, Beazer Homes intends to develop a master planned residential community also consistent with the City's Comprehensive Plan to be governed by this General Plan.

Purchase of the tract is contingent upon approval of this General Plan and Special Conditional Use Permit. Should this plan not be approved, the property will likely be removed from the market and will once more be withheld from development. Absent approval of this general plan, the tract will continue in its vacant and under-utilized state.

Master Planned Community Description

A master planned community is designed to endure. Master planned communities in the Houston metro area have proven over many years to produce higher average home values than homes in typical stand-alone subdivisions. Additionally, values in master planned communities are retained better over time, especially during economic downturns. Higher and more stable property values are an important benefit for the City of La Porte.

A master planned community on this property will provide a range of single family home products, higher density multifamily and senior living, and business uses serving the local area. Underlying these uses, this master planned community will have the highly amenitized recreation and landscape package expected for a community of this caliber. Deed restrictions will be enforced and a homeowner's association will diligently maintain common areas for the long term.

The community will consist of the land uses shown in Table 1:

Table 1

Land Use	Acreage*
Single-Family	143.9
Multi-Family	19.3
Senior (Assisted Living and/or skilled nursing)	7.5
Neighborhood Commercial	1.5
Recreation Center & Park	4.1
Amenitized Lake/Detention and Walking Trail	21.1
Drainage/Detention	14.4
Loop Street/Landscape Reserves	22.9
Total	234.7

**Acreages may vary*

Master planned communities require a diverse range of single-family lot sizes in order to create a rich community atmosphere. This range of lot and home types appeals to a broad range of the population and provides opportunities for buyers at various stages of their home-ownership cycle to purchase or move up within the community. Multi-Family and Senior Living options are an important and often forgotten part of the housing life-cycle and contribute to the community’s character. The Senior Living component will comply with the City’s Multi-Family zoning requirements.

Commensurate with other quality master planned communities, the community will consist of the single-family lot sizes shown in Table 2:

Table 2

Lot Width	Number	Percentage*
45 feet	190	29.6%
50 feet	326	50.8%
60 feet	126	19.6%
Total	642	100.0%

**Percentages may vary*

Some flexibility is required in order to allow master planned communities to respond to market changes and avoid stagnation. In order to ensure flexibility, we request that a) the exact percentages in Table 2 and the acreages in Table 1 may vary by 5%, with an exception for the proposed multifamily use; b) the placement of lot sizes within different pods of the development as proposed on the attached schematic plan and General Plan may shift or change places as needed; and c) the placement and exact boundaries between the commercial, multi-family, and senior housing tracts may shift within their corner of the General Plan. The additional exception we would request for the multifamily landuse would be to specify that it may not increase more than 5% of the specified acreage on the General Plan and listed within Table 1, but that its acreage could be reduced by greater than 5%. In addition to these acreages, the maximum number of single-family lots may not exceed 675, the number of multifamily units may not exceed 350, and the senior assisted living/skilled nursing units may not exceed 100 units. Additionally, the development will hold to the metrics proposed by the requested Variances included in this document.

Park, Recreation, and Landscaping Enhancements

To fully maximize the property value enhancements provided by the master planned community opportunity, the park, recreation, and landscaping facilities provided in the community need to be of a type and caliber desired by discerning home buyers and residents.

Walking trails are the number one attraction of master planned communities. Aside from the standard neighborhood sidewalks, the proposed development includes an amenitized central detention basin with a walking trail around the lake, which will be open to the public, and will include sidewalks on both sides of the internal loop street to better connect the outlying residential sections to the central amenities and provide better overall pedestrian circulation throughout the development. The walking trails around the detention basin and sidewalks around the internal loop street are proposed to be 5'-wide (five-foot wide) concrete trails/sidewalks. These trails/sidewalks and the other open spaces throughout the community will be landscaped to meet and exceed the established landscaping minimums, to provide a scenic backdrop and cohesive landscape throughout the community utilizing a range of tree and plant species, in varying sizes which are well adapted and have proven to do well in the La Porte area.

A Recreation Center is another key amenity in any master planned community, providing a place for local residents to gather for casual play, sports, swimming, and other leisure activities. The Recreation Center has yet to be designed, but would likely include all the typical elements found in a Recreation Center of this size for a comparable master planned community. These amenities could include, but are not limited to nor promised at this time: a swimming pool & splash pad area, changing rooms/cabana, fitness facility, tennis courts, a playground, trails/sidewalks, and other related activities/amenities.

Overall, the recreation areas in the development (lakeside trail, Recreation Center, and a small pocket park) total approximately ±7.3 acres, not including the lake itself, which presents an inviting backdrop for the community as a whole. The lake is proposed to have a wet bottom and will contain no less than 6 fountains. The plan also proposes landscape buffers around the internal loop street and adjacent to some of the local streets, which help to create an aesthetically pleasing street scene that both residents and visitors can enjoy. In total, these amenities will satisfy all parkland requirements for the development.

Comprehensive Plan Compliance

The City of La Porte Comprehensive Plan depicts this tract as MHDR (Mid and High Density Residential), comparable to the R2 and R3 single-family zones. The proposed mix of single family detached homes, multifamily units, and a senior living complex is consistent with the PUD zoning designation and the stated goals of the Comprehensive Plan regarding life-cycle housing options in new developments.

Variations

To achieve the qualities desired by homebuyers in premier master planned communities in the Houston metro areas, three categories of zoning code variations are required and included in this SCUP application (see next page). Proposed variations to the street design standards specified in the Public Improvement Criteria Manual are listed at the end of this section for reference, but are not requested as a part of this SCUP.

1. Single-Family Lot Size (Chapter 106, Section 106-333)

Category	Code Section	Code Minimum	Proposed Minimum	Proposed PUD Standard
Minimum Lot Width	Sec. 106-333, Table B	50 feet	45 feet for no more than 35% of the lots	At build-out of all lots, the average lot width will meet or exceed 50 feet
Minimum Lot Area	Sec. 106-333, Table B	6,000 sq. ft.	5,400 sq. ft. for no more than 35% of the lots	At build-out of all lots, the average lot area will meet or exceed 6,000 sq. ft.

Purpose/Justification:

Successful master planned communities provide multiple lot sizes and home styles attractive to residents across multiple stages of the housing life-cycle. The 45'-wide lot allows for a 35'-wide building footprint, which produces a home size that is very popular and appealing for first-time or younger home buyers. The larger lots in the neighborhood are attractive for move-up buyers and established families. By providing three lot sizes in this community, the opportunity for individuals and families to move in and move up within the same community is created.

At a minimum lot depth of 120 feet, the largest lots (60'-wide) will have a lot area of 7,200 square feet, which exceeds the minimum lot size by 20%. At build-out, the overall average lot width and the overall average lot area for the community as a whole will meet or exceed the standards of 50 feet and 6,000 square feet, respectively. Providing a range of housing products creates a more stable and resilient community while still achieving the City's overall density goals.

2. Single-Family Building Lines (Chapter 106, Section 106-333)

Category	Code Section	Code Minimum	Proposed Minimum
Front Building Line	Sec. 106-333, Table B	25' front BL	20' front BL on culs-de-sac and corner "knuckles"

Purpose/Justification:

A 20' front building line is consistent with most cities and counties in the greater Houston area, especially around culs-de-sac and the "eyebrows"/"knuckles" of right-angle corners. The reduced building line still allows sufficient room for the sidewalk and underground utilities, while giving a little more depth to the lots at those places where the street is significantly wider.

3. Multi-Family (Chapter 106, Section 106-333)

Category	Code Section	Code Maximum	Proposed Maximum	Proposed PUD Standard
Density	Table B	14 Units/Acre	19.6 Units/Acre	Density will not exceed 19.6 units/acre
Maximum Units	17	180	350	Total number of units will not exceed 350

Purpose/Justification:

The multi-family complex is another component in the mix of housing types within a master planned community, providing a key component in the housing life-cycle for young people who are not yet ready to own a home, and retirees who may require assistance or desire companionship in their day-to-day lives. The residents of the proposed multi-family complex will be able to enjoy the adjacent trail and park facilities in addition to the required on-side landscaping and open space, and whatever amenities may be provided internally to the multifamily complex.

Multi-family complexes that have proven to be successful in the long term require a certain size and density to create the economies of scale necessary to promote long term stability and maintenance. Complexes less than approximately 350 units cannot afford the on-site full time management that is critical toward ensuring quality of both product and tenant. Additionally, the economies created with facilities of this size generate the revenue necessary to ensure that routine maintenance and long-term capital reinvestment can be funded, which is critical to prevent blight associated with decline of the community.

Low-density multi-family complexes do not generate adequate revenue to support full time on-site management and maintenance, nor can they support the level of amenities necessary to maintain the facility as a desirable location. Such multi-family complexes may succeed in the short term, but in the long term they will be unable to maintain their quality and character. Longevity and rejuvenation of housing stock are core concepts of the Comprehensive Plan and are vital to creating a successful and long-lasting community.

Public Improvement Criteria Manual Variances

In coordination and discussion with City Staff, all requested variances from established standards of the Public Improvement Criteria Manual will be addressed and requested with each Preliminary Plat Section. These variances will be supported with a Traffic Impact Analysis, to be completed and submitted for City Staff review prior to submittal of the first Preliminary Plat. Where variances to the PICM standards are not directly reported or addressed in the TIA, the requested variances will be coordinated with City Staff and the Fire Marshall, and will be based on typical best practices and design standards for other master planned communities throughout the Houston region and other neighboring municipalities. These requested variances are likely to include, but are not limited to: a) a reduction in minimum right of way widths for the local/neighborhood streets and the internal loop road; b) intersection offsets; and c) cul-de-sac geometry and minimum radii.

Conclusion

This SCUP and General Plan constitute the highest and best possible use for this site and will create a high value master planned community for the City of La Porte. Absent this approval, the site will likely remain dormant for the foreseeable future.

The La Porte Zoning Ordinance cites the following three criteria for approval of a Special Conditional Use Permit:

1. *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.*

Response: The proposed location and land uses within the general plan are compatible with or superior to the existing surrounding uses. The proposed land plan is consistent with the City's Comprehensive Plan. Property values in master planned communities are historically higher than values in typical stand-alone subdivisions, and both grow and retain value better over time and through economic cycles. Beazer Homes, the intended home builder, also built the homes in nearby Bayside Crossing; values in that community are well above the average home value for surrounding neighborhoods. A master planned community containing the proposed amenities will perform even better.

2. *The conditions placed on such use as specified in each district have been met by the applicant.*

Response: The conditions stipulated within the SCUP and General Plan will be adhered to by the builder and will be enforced by City staff during the platting, subdivision construction, and building permit phases of the project.

3. *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.*

Response: The builder will comply with all City codes, except as consistent with variances granted herein, during the platting, subdivision construction, and building permit phases of the project.

Based on the conditions included within this SCUP application, approval of this General Plan conforms to the City's Comprehensive Plan and meets the criteria for approval. We respectfully request your review and favorable consideration of this request. Please let us know if you have any questions or require any additional information.

Regards,



Jennifer Curtis
Planner

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 11, 2017</u>
Requested By: <u>Ian Clowes</u>
Department: <u>Planning and Development</u>
Report: <u> X </u> Resolution: <u> </u> Ordinance: <u> X </u>

<u>Appropriation:</u>	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<u>N/A</u>

Exhibits:

Ordinance
P&Z Recommendation Letter

SUMMARY & RECOMMENDATION

At the August 17, 2017 Planning and Zoning Commission meeting, the Commission directed staff to draft an ordinance for consideration allowing additional uses to be permitted within the Neighborhood Commercial (NC) zoning district.

The draft proposal was presented as a discussion item at the September 21, 2017 Planning and Zoning Commission meeting. The commission agreed that the number of allowable uses in the NC zoning district may be too limited and additional uses should be looked at. Staff presented a list of 12 additional uses that currently were not permitted in the NC zoning district, but could be considered as compatible uses within the district. The final ordinance amendments were presented to the Planning and Zoning Commission as a public hearing at the October 19, 2017 meeting. At that meeting the Planning and Zoning Commission recommended to approve the proposed amendments as listed below.

Attached is the draft version of the proposed modifications to the Zoning Ordinance. Those areas highlighted in **yellow** indicate new language as part of the proposed modification to Chapter 106.

The following is a summary of the proposed modifications:

Sec. 106-310, Table A, Commercial and Industrial Uses

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI
71394	Fitness and Recreational Sports Centers		P	P	P		P	P	P
813110	Religious Organizations		P	C	P		P	P	P
812910	Pet Care (except Veterinary) Services		C 14	C 14	C 14		C 14	C 14	C 14

541214	Payroll Services		P		P		P	P	P
541219	Other Accounting Services		P		P		P	P	P
54131	Architectural Services		P		P		P	P	P
54132	Landscape Architectural Services		P		P		P	P	P
54133	Engineering Services		P		P		P	P	P
54134	Drafting Services		P		P		P	P	P
54135	Building Inspection Services		P		P		P	P	P
54136	Geophysical Surveying and Mapping Services		P		P		P	P	P
50137	Surveying and Mapping (except Geophysical) Services		P		P		P	P	P

14. Dog grooming. There shall be no overnight boarding of animals. All areas used for holding animals shall be located within the same building in which grooming activities take place.

Action Required by Council:

1. Conduct public hearing.
2. Consider approval or other action on a recommendation by the Planning and Zoning Commission to approve an ordinance amending 106 “Zoning” of the Code of Ordinances of the City of La Porte by amending sections 106-310, Table A regarding allowable uses in the NC zoning district.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 11, 2017</u>
Requested By: <u>Ian Clowes</u>
Department: <u>Planning and Development</u>
Report: <u> X </u> Resolution: <u> </u> Ordinance: <u> X </u>

<u>Appropriation:</u>	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<u>N/A</u>

Exhibits:

- Ordinance
- P&Z Recommendation Letter

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Attached is the draft version of the proposed modifications to the Zoning Ordinance. Those areas highlighted in yellow indicate new language as part of the proposed modification to Chapter 106.

The following is a summary of the proposed modifications:

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813110	Religious Organizations		P	C	P		P	P	P
812910	Pet Care (except Veterinary) Services		C 14	C 14	C 14		C 14	C 14	C 14

541214	Payroll Services		P		P		P	P	P
541219	Other Accounting Services		P		P		P	P	P
54131	Architectural Services		P		P		P	P	P
54132	Landscape Architectural Services		P		P		P	P	P
54133	Engineering Services		P		P		P	P	P
54134	Drafting Services		P		P		P	P	P
54135	Building Inspection Services		P		P		P	P	P
54136	Geophysical Surveying and Mapping Services		P		P		P	P	P
50137	Surveying and Mapping (except Geophysical) Services		P		P		P	P	P

14. Dog grooming. There shall be no overnight boarding of animals. All areas used for holding animals shall be located within the same building in which grooming activities take place.

Action Required by Council:

1. Conduct public hearing.
2. Consider approval or other action on a recommendation by the Planning and Zoning Commission to approve an ordinance amending 106 “Zoning” of the Code of Ordinances of the City of La Porte by amending sections 106-310, Table A regarding allowable uses in the NC zoning district.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 106 “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY AMENDING REGULATIONS RELATED TO CERTAIN USE CLASSIFICATIONS IN THE NEIGHBORHOOD COMMERCIAL “NC” ZONING DISTRICT; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1: That Chapter 106, “Zoning,” Article III. “Districts”, Division 1 “Generally”, Section 106-310 “Table A, Commercial & Industrial Uses”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by re-designating use classifications under NAICS Code categories 71394, 813110, 812910, 541214, 541219, 54131, 54132, 54133, 54134, 54135, 54136, and 54137, for the Neighborhood Commercial zoning district, which amendments shall read as follows:

“Sec. 106-310, Table A, Commercial and Industrial Uses.

2012 NAICS Code	2012 NAICS Title	NC	MS	GC	MU	BI	LI	HI
71394	Fitness and Recreational Sports Centers	P	P	P		P	P	P
813110	Religious Organizations	P	C	P		P	P	P
812910	Pet Care (except Veterinary) Services	C 14	C 14	C 14		C 14	C 14	C 14
541214	Payroll Services	P		P		P	P	P
541219	Other Accounting Services	P		P		P	P	P
54131	Architectural Services	P		P		P	P	P
54132	Landscape Architectural Services	P		P		P	P	P
54133	Engineering Services	P		P		P	P	P
54134	Drafting Services	P		P		P	P	P
54135	Building Inspection Services	P		P		P	P	P
54136	Geophysical Surveying and Mapping Services	P		P		P	P	P
50137	Surveying and Mapping (except Geophysical) Services	P		P		P	P	P

Section 2. Any person, as defined in Section 1.07 (27), Texas Penal Code, who shall violate any provision of the ordinance, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed TWO THOUSAND DOLLARS (\$2,000.00).

Section 3. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision, and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 5. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, TX. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance.

PASSED AND APPROVED this the 11th day of DECEMBER, 2017.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark Askins, Assistant City Attorney



October 20, 2017

Honorable Mayor Rigby and City Council
City of La Porte

RE: Proposed Ordinance Amending Chapter 106 "Zoning"

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a public hearing at the October 19, 2017 meeting to consider approval of an ordinance amending certain provisions of Chapter 106 (Zoning) of the City of La Porte's Code of Ordinances. The subject matter of the proposed modifications to Chapter 106 (Zoning) include:

- 1) Proposed changes to the permitted use allowed in the NC Zoning District.

The Commission voted 7-0 to recommend approval of the provisions as included in the drafted ordinance presented in the Request for City Council Agenda Item.

Respectfully submitted,

Ian Clowes, City Planner
On behalf of the Planning and Zoning Commission

cc: Richard Mancilla, Director of Planning and Development
Department File

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 11, 2017

Appropriation

Requested By: Richard Mancilla, P.E.

Source of Funds: _____

Department: Planning & Development

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

1. Ordinance

SUMMARY & RECOMMENDATIONS

This is a follow up to the item discussed at the November 13th City Council meeting regarding the building at 621 W. Main St. that was to be demolished. At that meeting, City Council repealed the ordinance to demolish the building pending the developer procuring an approved permit by 5:00 pm on December 11th.

In the event all required permits have not been issued, staff has put the demolition contractor on notice. They have filed all required paperwork with the state and are prepared to demolish the building on December 14th. Staff will provide an update on the status of the permit and discuss next steps.

Action Required of Council:

Consider approval or other action on an ordinance to give the developer a deadline of June 1, 2018 to complete the improvements if a permit has been issued.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2017-

AN ORDINANCE REPEALING ORDINANCE 2017-3682, CONCERNING CONDEMNATION OF THE COMMERCIAL BUILDING LOCATED ON LOTS FOUR (4), FIVE (5) AND SIX (6), BLOCK 42, TOWN OF LA PORTE, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 621 W. MAIN STREET; AND REPEALING ORDINANCE 2017-3686; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of La Porte, passed and approved Ordinance 2017-3682 on September 25, 2017, for the purpose of condemning and ordering the removal of the commercial building situated on real property commonly known as 621 W. Main St., La Porte, Texas; and

WHEREAS, subsequent to passage of Ordinance 2017-3682 by the La Porte City Council, 8200 V MEMORIAL, LLC, the owner of real property and the commercial building situated thereon, located at the said 621 W. Main St., made contact with the City and requested additional time to repair the building; and

WHEREAS, on November 13, 2017 the La Porte City Council passed Ordinance 2017-3686, which repealed Ordinance 2017-3682, but contained a clause providing that it would not go into effect until 11:00 p.m. CST on December 11, 2017, subject to the condition that the owner of 621 W. Main St. be issued permits for the repair and construction of improvement to the building at 621 W. Main St., by 5:00 p.m. CST on December 11, 2017; and

WHEREAS, before the 11:00 p.m. CST, December 11, 2017 effective date and time of Ordinance 2017-3686 was reached, the La Porte City Council desired to take action to replace Ordinance 2017-3686 with a new repeal ordinance that contained an effective date of June 1, 2018 and included a condition that the owner of 621 W. Main St. complete construction of repairs and improvements to the commercial building at 621 W. Main St. by June 1, 2018; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Ordinance 2017-3686, passed on November 13, 2017, and which would have repealed Ordinance 2017-3682 as of 11:00 p.m. CST, December 11, 2017, is hereby repealed in its entirety before the effective date and time of the ordinance.

Section 2. Ordinance 2017-3682, passed by the La Porte City Council on September 25, 2017, and which ordered the demolition of the commercial building at 621 W. Main St., is hereby repealed in its entirety, but only as of the date and time, and subject to the conditions, established in Section 6 of this Ordinance.

Section 3. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, invalidness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 4. The City Council officially finds, determines, and recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This Ordinance shall take effect immediately as to the repeal of Ordinance 2017-3686.

Section 6. This Ordinance shall take effect and be in force beginning on June 1, 2018, at 11:00 p.m. CST, as to Ordinance 2017-3682, but subject to the condition that an authorized agent of 8200 V MEMORIAL, LLC, the owner of the real property at 621 W. Main St., completes

construction work associated with the commercial building located at 621 W. Main St., no later than 5:00 p.m. CST on June 1, 2018. Should 8200 V MEMORIAL, LLC and/or its authorized agent fail to complete construction work associated with the commercial building located at 621 W. Main St. no later than 5:00 p.m. CST on June 1, 2018, then in that event this Ordinance shall not take effect and shall be null and void.

PASSED AND APPROVED this the 11th day of DECEMBER 2017.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assist. City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 11, 2017

Requested By: Corby D. Alexander

Department: Administration

Report: Resolution: Ordinance:

Other: _____

Appropriation

Source of Funds: N/A

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

- 1. Consent Ordinance**
- 2. Petition to Create a MUD**
- 3. Utility Agreement**

SUMMARY & RECOMMENDATIONS

At the previous council meeting staff presented information pertaining to the City being approached by Gromax Development and Beazer Home for consideration of creating an in-city municipal utility district (MUD). MUD's are political subdivisions of the state, but they require the City's consent to be created. Once created the MUD would levy an ad valorem tax on all properties located within the MUD. The MUD differs from the TIRZ (that we are more familiar with) in that the City is able to collect taxes associated with the increased value of the development from day one. The property owner in the MUD would pay the standard City tax, but would also pay an additional tax to the MUD allowing the City to collect on any new value from day one. In a TIRZ, the City would not receive revenue associated with the value increases until the TIRZ expires. Currently, the developer estimates that the total value at completion would be \$190,000,000. At the current tax rate, this additional value would add \$1.25 million in revenue to the general fund annually.

The MUD includes 234 acres of real estate currently owned by PPG on the west side of Bay Area Blvd (north of Fairmont and south of Spencer). PPG property on the eastside of Bay Area is not included in this request for consideration. The tax will be used to reimburse the developer for certain infrastructure costs, including streets, water, sewer, and drainage related infrastructure. Taxes for property owner outside of the MUD would not be impacted. As outlined in the petition to create the MUD, the developer estimates the following reimbursement:

\$16,744,000-waterworkd system, sanitary sewer system, and drainage and storm sewer

\$750,000-road projects

\$1,600,000-park and recreational facilities

\$19,094,000-estimated total reimbursable

The developer is proposing to building a master planned community to include approximately 640 single family homes, a class-A multi-family development, and a senior living facility. The required SCUP is a separate agenda item.

A few item to note:

The documents, attached to this agenda item, assume that the City would accept responsibility for the public infrastructure (i.e. street and sidewalks, water system, sanitary sewer, and storm sewer. Upon thorough review, staff recommends that, should Council approve the MUD creation, the City accept the public infrastructure. This would give the City the greatest level of control in protecting the entire public infrastructure

system. Additionally, the enclosed utility agreement requires that any and all infrastructure meet City design standards, be inspected by the City, and be accepted with a one year warranty from the District.

When this item was introduced, there was some concern over possible City liability for any debt issued by the District. Section 4.03 of the utility agreement reads: “Unless and until the City shall dissolve the District and assume the District Assets and District Obligations, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of City”. This is designs to assure that, if Council moves forward with the MUD creation, the City would be forced to pay the debt of the District unless a future Council wishes to do so by dissolving the MUD. Dissolution of the MUD would require a vote of not less than 2/3 of the entire membership of the City Council.

Section 4.01 of the utility agreement reads: “The District shall have authority to issue, sell, and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas, and the Consent Ordinance; provided, however, that such authority to issue, sell, and deliver Bonds will be limited to Bonds issued, sold, and delivered for the purpose of reimbursing Developer or any other developers within the District for the purposes described in Exhibit B of the Consent Ordinance and for the repair and rehabilitation of Facilities to be owned and maintained by the District”. This should allow the District to be reimbursed for the infrastructure but limit any future debt to repair and rehabilitation.

Section 7.01 of the utility agreement stipulates that the City and District agree that the City would not give any rebates to the District. Several area MUD do get rebates from their respective City; however, we have stipulated that there would not be any rebates.

Staff has attached the consent, petition and utility agreement for council’s consideration.

Action Required of Council:

Consider approval or other action of consent ordinance, petition to create Municipal Utility District, and utility agreement for the creation of an in-City MUD in the City of La Porte.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA PORTE, TEXAS CONSENTING TO AND GRANTING A PETITION FOR THE CREATION OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 561, A MUNICIPAL UTILITY DISTRICT TO BE LOCATED WITHIN THE BOUNDARIES OF THE CITY OF LA PORTE, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS A 234.686 ACRE TRACT OF LAND SITUATED IN THE RICHARD PEARSALL SURVEY, ABSTRACT NO. 265, HARRIS COUNTY, TEXAS; APPROVING A UTILITY AGREEMENT BY AND BETWEEN THE CITY OF LA PORTE, TEXAS AND BEAZER HOMES TEXAS, L.P., ON BEHALF OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 561; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; CONTAINING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of La Porte (the "City") has received a petition seeking consent for the creation of Harris County Municipal Utility District No. 561 (the "District") within the city limits of the City, the boundaries of said District being legally described on Exhibit A, attached hereto; and

WHEREAS, the petitioners request that the City Council authorize the Mayor to sign a Utility Agreement between the City of La Porte and Beazer Homes Texas, L.P. on behalf of proposed Harris County Municipal Utility District No. 561,

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

Section 1. That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Ordinance.

Section 2. That the petition seeking the City's consent to the creation of HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 561, is hereby granted subject to the terms and conditions set forth in Exhibit B attached hereto (the "Consent Conditions"), and incorporated herein for all purposes.

Section 3. That the Utility Agreement by and between the City and Beazer Homes Texas, L.P. on behalf of proposed Harris County Municipal Utility District No. 561, a copy of which is attached hereto as Exhibit C and incorporated herein for all purposes, is hereby approved and the Mayor of the City is hereby authorized to execute the Agreement on behalf of the City.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Porte, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part.

Section 6. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, TX. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 7. This Ordinance is effective upon the date of the acquisition of the tract described on Exhibit A attached hereto by Beazer Homes Texas, L.P. If the said tract is not acquired by Beazer Homes Texas, L.P. as of 11:59 p.m. CST on July 31, 2018, then in that event this ordinance shall be

of no effect, and shall be null and void for all purposes

PASSED AND APPROVED this 11th day of December, 2017.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED AS TO FORM:

Clark Askins, City Attorney

Exhibit A

DESCRIPTION OF A TRACT OF LAND CONTAINING
234.686 ACRES (10,222,915 SQUARE FEET) SITUATED IN
THE RICHARD PEARSALL SURVEY, A-625 IN
HARRIS COUNTY, TEXAS

Being a tract of land containing 234.686 acres (10,222,915 square feet) situated in the Richard Pearsall Survey, A-625 in Harris County, Texas, and being out of a called 485.51426-acre tract conveyed unto PPG Industries, Inc., by deed recorded under County Clerk's File No. G484569 of the Official Public Records of Real Property of Harris County, Texas. Said 234.686 acre tract being more particularly described by metes and bounds as follows:

**Note: All bearings cited herein are Grid bearings, referenced to the Texas State Plane Coordinate System of 1983, South Central Zone No. 4204 (NAD83, 2011).*

BEGINNING at a found 5/8-inch iron rod with cap stamped "RPLS 5007" located at the intersection of the south property line of said 485.51426-acre tract with the west right-of-way line of Bay Area Boulevard (200-feet wide, as recorded under County Clerk's File No. G484569 and X626685, of the Official Public Records of Real Property of Harris County, Texas), for the northeast corner of a called 3.659-acre tract conveyed unto Ambrose Joseph Smith, III, by deed recorded under County Clerk's File No. 20110443002 of the Official Public Records of Real Property of Harris County, Texas, and for the southeast corner of said tract herein described;

THENCE South 86° 55'32" West with the south line of said 485.51426-acre tract, with the north line of said 3.659-acre tract, with the north line of a called 2.5497-acre tract conveyed unto Elizabethtown Properties, LLC, by deed recorded under County Clerk's File No. 20090584848 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 2.323-acre tract conveyed unto Stanwood Interests, LP, by deed recorded under County Clerk's File No. R922416 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 4.000-acre tract (Tract 2) conveyed unto CCC Group, Inc., by deed recorded under County Clerk's File No. U723491 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 10.37-acre tract conveyed unto Green Bishop Holdings, LLC, by deed recorded under County Clerk's File No. T183215 of the Official Public Records of Real Property of Harris County, Texas, with the north line of the remainder of a called 12.20-acre tract (Tract 1) conveyed unto CCC Group, Inc., by deed recorded under County Clerk's File No. U723491 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 1.744-acre tract conveyed unto Jason R. Morman, by deed recorded under County Clerk's File No. T815823 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 4.255-acre tract conveyed unto Jim M. Morman, et al, by deed recorded under County Clerk's File No. T815824 of the Official Public Records of Real Property of Harris County, Texas, a distance of 2,724.61 feet to a found 1/2-inch iron rod in the east property line of a called 5.927-acre tract conveyed unto C.M. Millstid Properties, LLC, by deed recorded under County Clerk's File No. 20140496527 of the Official Public Records of Real Property of Harris County, Texas, for corner on the south line of said tract herein described;

THENCE North 03° 06' 14" West with the east property line of said 5.927-acre tract, a distance of 389.18 feet to a 1/2-inch iron rod found for the northeast corner of said 5.927-acre tract, and for an interior corner of said tract herein described;

THENCE South 87° 05' 32" West with the north property line of said 5.927-acre tract, a distance of 390.61 feet to a found 3/4-inch iron rod for the northwest corner of said 5.927-acre tract, in the west line of said 485.51426-acre tract, in the east right-of-way line of a 200-foot wide Exxon Pipeline Company, Inc., pipeline corridor, recorded under Volume 5310, Page 582 of the Deed Records of Harris County, Texas, and for the westernmost south corner of said tract herein described;

THENCE North 03° 10' 26" West with the west property line of said 485.51426-acre tract and the east right-of-way line of said pipeline corridor, a distance of 2,834.18 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" for corner, from which a found 1/2-inch iron rod (disturbed) bears North 61° 59' East, a distance of 0.85 feet;

THENCE North 86° 52' 57" East with the north property line of said 485.51426-acre tract and the south line of a called 2.347-acre tract conveyed unto WBI-MC Properties, Inc., by deed recorded under County Clerk's File No. 20140412351 of the Official Public Records of Real Property of Harris County, Texas, at a distance of 61.05 feet pass a found 5/8-inch iron rod with orange cap stamped "G.B.I. PARTNERS", and continuing for a total distance of 389.58 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925", for the southeast corner of said 2.347-acre tract, and for an interior corner of said 485.51426-acre tract;

THENCE North 02° 49' 53" West with a westerly property line of said 485.51426-acre tract and the east property line of said 2.347-acre tract, a distance of 323.90 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" for corner for the northernmost west corner of said 485.51426-acre tract, from which a found railroad spike in asphalt bears South 88° 08' West, a distance of 2.78 feet;

THENCE North 86° 53' 30" East with the south line of a 60-foot wide Public Road and Utility right-of-way (recorded under County Clerk's File No. F395945 of the Official Public Records of Real Property of Harris County, Texas) and the north property line of said 485.51426-acre tract, a distance of 59.98 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925" for an angle point in the north property line of said 485.51426-acre tract;

THENCE North 86° 57' 10" East with the north property line of said 485.51426-acre tract, with the south right-of-way line of said 60-foot wide Public Road and Utility right-of-way, and with the south property line of a 3.2320-acre tract conveyed unto Bruce Meisner & Dennis McClung, by deed recorded under County Clerk's File No. W980075 of the Official Public Records of Real Property of Harris County, Texas, a distance of 2,260.61 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" for an interior corner of said 485.51426-acre tract, from which a found 5/8-inch iron rod (disturbed) bears North 45° 51' West, a distance of 1.82 feet;

THENCE North $02^{\circ} 37' 10''$ West with an interior property line of said 485.51426-acre tract and the east property line of said 3.2320-acre tract, a distance of 158.30 feet to a point for corner, from which a found 1/2-inch iron rod bears South $86^{\circ} 29'$ West, a distance of 0.31 feet;

THENCE North $86^{\circ} 31' 59''$ East with the north property line of said 485.51426-acre tract, the south property line of a called 8.069-acre tract conveyed unto Shell Federal Credit Union, by deed recorded under County Clerk's File No. Y501711 of the Official Public Records of Real Property of Harris County, Texas, and the south property line of a tract of land conveyed unto La Porte Properties Partnership, by deed recorded under County Clerk's File No. J860208 of the Official Public Records of Real Property of Harris County, Texas, a distance of 586.33 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" in the west right-of-way line of said Bay Area Boulevard, for the northeast corner of said tract herein described, from which a found 1/2-inch iron rod (disturbed) bears South $00^{\circ} 54'$ West, a distance of 0.21 feet;

THENCE in a southerly direction with the west right-of-way line of said Bay Area Boulevard, the following courses and distances:

1. Southerly direction with a curve to the right, whose radius is 1,297.50 feet, a central angle of $30^{\circ} 40' 34''$ (chord bears South $12^{\circ} 12' 29''$ West, a distance of 686.41 feet) for an arc length of 694.68 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925";
2. South $27^{\circ} 30' 06''$ West, a distance of 397.99 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925";
3. Southerly direction with a curve to the right, whose radius is 1,567.18 feet, a central angle of $47^{\circ} 20' 47''$ (chord bears South $03^{\circ} 45' 37''$ West, a distance of 1,258.51 feet) for an arc length of 1,295.04 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925";
4. South $19^{\circ} 54' 47''$ East, a distance of 1,006.97 feet to a found 5/8-inch iron rod (disturbed) with orange cap stamped "PREJEAN & CO 4925";

THENCE continuing with the west right-of-way line of said Bay Area Boulevard, with a curve to the right, whose radius is 1,488.80 feet, a central angle of $19^{\circ} 10' 07''$ (chord bears South $10^{\circ} 19' 43''$ East, a distance of 495.76 feet) for an arc length of 498.08 feet to the **POINT OF BEGINNING** and containing 234.686 acres (10,222,915 square feet) of land, more or less.

Notes:

1. Square footage area shown is for information only and surveyor does not certify accuracy of survey to nearest square foot.

2. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated November 17, 2017 titled "SURVEY OF A 234.686 ACRE TRACT OF LAND SITUATED IN THE RICHARD PEARSALL SURVEY, ABSTRACT NO. 625 HARRIS COUNTY, TEXAS".

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: (713) 462-3242

Job No. 1702-015-01
November 17, 2017



A handwritten signature in cursive script, appearing to read "Blaine Fisher", written below the professional seal.

Exhibit B

Consent Conditions

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of La Porte, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain drainage facilities and recreational facilities, and for refunding such bonds. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. No land located within the city limits or extraterritorial jurisdiction of the City of La Porte will be added or annexed to the District until the City of La Porte has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(b) (1) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works of the City of La Porte, or to his designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of La Porte. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the District will comply with the City of La Porte's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of La Porte; and during the progress of the construction and installation of such facilities, the Director of Public Works of the City of La Porte, or an employee thereof, may make periodic on-the-ground

inspections.

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of La Porte's Department of Parks and Recreation and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the Director of the City of La Porte Parks and Recreation Department.

(c) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(d) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission of the City of La Porte of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the City of La Porte.

Exhibit C

[Utility Agreement]

UTILITY AGREEMENT

THIS UTILITY AGREEMENT (this "Agreement") is made and entered into as of December 11, 2017, by THE CITY OF LA PORTE, TEXAS (the "City"), a home rule municipality in Harris County, Texas, acting by and through its governing body the City Council of La Porte Texas; and BEAZER HOMES TEXAS, L.P., a Delaware limited partnership ("Developer") on behalf of proposed Harris County Municipal Utility District No. 561.

RECITALS

Developer has contracted to purchase approximately 234.686 acres of land in Harris County, Texas, described by metes and bounds in **Exhibit A** attached hereto (the "Tract"), and desires to develop a quality master-planned single-family and multi-family residential community with senior living facilities and supporting commercial uses within the Tract. The Tract is located within the corporate boundaries of the City.

Developer intends to create Harris County Municipal Utility District No. 561 (the "District") within the City's corporate limits for the purposes of, among other matters, providing water distribution, wastewater collection, and storm sewer and drainage, recreational and road facilities to serve development occurring within the District. The District will contain the Tract.

The City is a municipal corporation and is operating under the home rule municipality laws of the State of Texas. The City has the power under the laws of the State of Texas to acquire, own, and operate a water and sanitary sewer system and works and improvements necessary for the drainage of the lands in the City. The City also has the authority to contract with a district organized under the authority of Article XVI, Section 59, of the Constitution of Texas, whereby the District will acquire or construct for the City (i) water distribution systems and sanitary sewer collection to connect to the City's water supply or treatment systems and (ii) improvements necessary for the drainage of lands in the City.

The City and Developer on behalf of the District may enter into an agreement under the terms of which the District will acquire for the benefit of and conveyance to the City the water distribution, wastewater collection, and storm sewer facilities needed to serve lands being developed within the boundaries of the District.

The City and Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the City and Developer on behalf of the District contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Approved Plans” means plans and specifications approved in accordance with Section 3.01.

“Approving Bodies” means any or all of the following entities, as appropriate in a particular context: the City; Harris County, Texas; the TCEQ; the Attorney General of Texas; the Comptroller of Public Accounts of Texas; the United States Department of Justice; and all other federal, state, and local governmental authorities having regulatory jurisdiction and authority over the financing of the Facilities, the construction of the Facilities, or the subject matter of this Agreement.

“Bonds” means the District's bonds, notes, or other evidences of indebtedness issued from time to time for the purpose of purchasing, constructing, acquiring, operating, repairing, improving, or extending the Facilities, and for such other purposes permitted or provided by state law, whether payable from ad valorem taxes, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.

“City” means the City of La Porte, Texas.

“City Facilities” means and includes the water distribution, wastewater collection, and drainage systems (but not including detention systems), recreational facilities within road rights-of-way, including trails and sidewalks, and road facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and near its boundaries, and all improvements, appurtenances, additions, extensions, enlargements, or betterments thereto, including any pro rata interest or share in such facilities, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

“Consent Ordinance” means the ordinance adopted by the City evidencing the City's consent to the inclusion of land within the District in accordance with Texas Water Code Section 54.016, as amended.

“Construction Costs” means costs associated with any particular construction project under the terms of this Agreement, including, but not limited to, costs of construction, acquisition, and installation; engineering fees and expenses; costs of advertising; costs of acquiring necessary licenses, permits, waste control orders, discharge permits or amendments thereto; fiscal, legal, and administrative costs; material-testing costs; site, easement, and permit costs; and all other costs and

expenses directly relating to the foregoing, together with an amount for contingencies on estimated Construction Costs of fifteen percent (15%) of the foregoing, provided that no contingency amount shall be included in "Construction Costs" regarding a particular construction project once that project is complete.

"Developer" means Beazer Homes Texas, L.P.

"District" means Harris County Municipal Utility District No. 561, a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution. Any references herein to District shall mean Developer; provided that upon assignment of this Agreement by Developer to the District pursuant to Section 11.11 below, any references herein to the District shall mean the District.

"District Assets" means (i) all rights, title, and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction, or operation of all or any portion of the Facilities and/or the operations of the District, (iv) all cash and investments, and amounts owed to the District, and (v) all books, records, files, documents, permits, funds, and other materials or property of the District.

"District Engineer" means any engineering firm as the District may engage from time to time.

"District Obligations" means (i) all outstanding Bonds of the District, (ii) all other debts, liabilities, and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction, or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District for and to the owners of property within the District and the customers of the services provided from the Facilities.

"Facilities" means and includes the water distribution, wastewater collection, and drainage and detention systems, recreational facilities outside of a City road right-of-way, and road facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and near its boundaries, and all improvements, appurtenances, additions, extensions, enlargements, or betterments thereto, including any pro rata interest or share in such facilities, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

"Financing and Reimbursement Agreement" means the District's agreement, if any, as defined in Section 4.04.

"State" means the State of Texas.

"TCEQ" means the Texas Commission on Environmental Quality, or any successor or successors exercising any of its duties and functions related to water conservation and reclamation districts.

ARTICLE II
REPRESENTATIONS

Section 2.01 Representations of the City. The City hereby represents to Developer that:

(a) This Agreement has been duly authorized, executed and delivered by the City and, constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any Person which has not been obtained.

Section 2.02 Representations of Developer. Developer hereby represents to the City that:

(a) It is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(b) It has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized, will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to it or any provisions of its articles of incorporation and by-laws, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any of its assets under, any agreement or instrument to which it is a party or by which it or its assets may be bound or affected.

(c) It has sufficient capital to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such entity, enforceable in accordance with its terms.

(e) With respect to Developer only, the petition for the creation of a municipal utility district and the petition for consent to the creation of a municipal utility district that have been previously submitted to the City have been duly authorized, executed and delivered.

(f) The execution, delivery and performance of this Agreement by it does not require the consent or approval of any Person which has not been obtained.

ARTICLE III
DESIGN AND CONSTRUCTION OF THE FACILITIES

Section 3.01 Design. The Facilities shall be designed by the District Engineer in accordance with sound engineering principles and in compliance with all applicable requirements of the Approving

Bodies. The plans and specifications for the Facilities shall be subject to review and approval by the City, the District, and the Approving Bodies with jurisdiction (the "Approved Plans"). The District shall not make any changes to the Approved Plans without the approval of the City. The City shall not require that the Facilities be designed to requirements more stringent than the City's requirements applicable to the design of similar facilities outside the District but within the City's jurisdiction. The District shall design the Facilities in such phases or stages as the District and/or Developer from time to time, in their sole discretion, may determine to be necessary and economically feasible.

Section 3.02 Construction. When the District determines, in its sole discretion, that it is necessary and economically feasible to construct the Facilities, the District shall proceed to award a construction contract for the Facilities based upon the Approved Plans. The Facilities shall be installed, construction contracts shall be awarded, and payment and performance bonds obtained all in accordance with the general law for municipal utility districts and in full compliance with the applicable requirements of the Approving Bodies. In addition to any other construction contract provisions, any construction contract for the Facilities shall include the contractor's one (1) year warranty of work performed under the contract. The District shall file all required documents with the TCEQ.

Section 3.03 Acceptance of Facilities. Upon completion of the Facilities, the District shall order the District Engineer to certify that the Facilities have been completed in substantial compliance with the Approved Plans, and the District shall certify that all bills and sums of money due in connection with the construction and installation of the Facilities have been fully paid and that the Facilities are free of any and all liens and claims, all according to the certification of the construction contractor. The District shall require the District Engineer to provide three (3) copies of construction drawings of the Facilities to the District. The District shall accept the construction of the Facilities in writing from the construction contractor. The District shall then convey the City Facilities to the City in accordance with the City's procedure for acceptance of such facilities in areas outside the District and within the City and the provisions of Article IV below.

Section 3.04 Permits, Fees, and Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees, and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City's corporate limits; provided, however, that no permits, permit fees, or inspection fees shall be required for the Facilities to be conveyed to the City.

ARTICLE IV FINANCING OF THE FACILITIES

Section 4.01 Authority of District to Issue Bonds. The District shall have authority to issue, sell, and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas, and the Consent Ordinance; provided, however, that such authority to issue, sell, and deliver Bonds will be limited to Bonds issued, sold, and delivered for the

purpose of reimbursing Developer or any other developers within the District for the purposes described in Exhibit B of the Consent Ordinance and for the repair and rehabilitation of Facilities to be owned and maintained by the District.

Section 4.02 Distribution of Bond Proceeds. The proceeds of Bonds issued by the District shall be used and may be invested or reinvested, from time to time, as provided in the order or orders of the District authorizing the issuance, sale, and delivery of such Bonds and in accordance with the federal, state, and local laws and regulations governing the proceeds of the District's sale of its Bonds.

Section 4.03 Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the District Assets and District Obligations, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City.

Section 4.04 Financing by Third Parties. From time to time, the District may enter into one or more agreements (the "Financing and Reimbursement Agreement") with Developer or other landowners of property located within the District whereby Developer or such landowners will construct the Facilities on behalf of the District or advance funds to or on behalf of the District for the acquisition and construction of the Facilities. The construction of any Facilities financed under the terms of a Financing and Reimbursement Agreement shall be subject to all the terms and conditions of this Agreement. Each Financing and Reimbursement Agreement will provide for the District's reimbursement of the person or entity advancing funds for the Facilities (i) from the proceeds of the District's sale of its Bonds, subject to all the terms and conditions of such Financing and Reimbursement Agreement, including, among other conditions, the approval of the TCEQ of the sale of the Bonds and the use of sale proceeds for such purpose; and/or (ii) from District funds lawfully available for such purpose.

ARTICLE V OWNERSHIP, OPERATION, AND MAINTENANCE OF FACILITIES

Section 5.01 Conveyance of Facilities. As the City Facilities are constructed and accepted in accordance with Article II and the City Facilities are conveyed to the City under this Article V, the construction contractor's one (1) year warranty of its work shall be assigned to the City, as required under Section 3.02 above.

Section 5.02 City Acceptance. As the Facilities are constructed and completed, representatives of the City shall inspect the same and, if the City finds that the City Facilities have been completed in substantial compliance with the approved plans and specifications, the City will accept the conveyance of the City Facilities, and the City Facilities so conveyed shall be operated, maintained, and repaired by the City at its sole expense as provided in this Agreement. The City shall accept ownership of the City Facilities under this Section 5.02 in accordance with the City's procedure for acceptance of such

facilities in areas outside the District and within the City. If the City Facilities have not been completed in substantial compliance with the approved plans and specifications, the City will immediately advise in what manner the City Facilities do not comply so that the problems may immediately be corrected; whereupon the City shall again inspect the City Facilities and accept the same if the non-complying items have been corrected. In conjunction with the City's acceptance of the City Facilities, the City shall be provided with one (1) set of the construction drawings for such City Facilities.

Section 5.03 Operation of the Facilities by the City. Upon the acceptance of the City Facilities by the City, the City will operate the City Facilities and provide services from the City Facilities to users within the District without discrimination. The City shall at all times maintain the City Facilities, or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles, and the City will comply with all the terms and conditions of this Agreement and with all applicable federal, state, and local laws and regulations.

(a) The City shall provide competent, trained personnel, licensed or certified as necessary by the appropriate regulatory authority, to operate, inspect, maintain, and repair the City Facilities. The City shall implement a scheduled maintenance program for the City Facilities and shall ensure that the City Facilities are maintained in the same fashion and with the same frequency as similar facilities owned and operated by the City to serve areas outside the District.

(b) The City shall maintain all customer information and records necessary to provide monthly billings to customers served by the City Facilities. The City shall respond to inquiries or correspondence from governmental or regulatory authorities and the District's directors, customers, or consultants.

Section 5.04 Rates and Conditions of Service. The connection of improvements to the water and sanitary sewer City Facilities shall be made in the same manner, by the same procedures, and for the same charges, if any, per City policy for other water and wastewater connections. Water and wastewater customers within the District shall pay rates and charges for such services to the City, on the same basis and conditions as the City provides such services to similar City customers who do not receive services from the Facilities. The equivalent number of single family residences attributable to any particular connection shall be computed in accordance with the service unit factors determined by the City in its sole discretion, provided that the City shall always apply the same service unit factors within the District as it applies to other areas within the City. The City shall bill and collect charges from the customers of the City Facilities, calculated in accordance with this Section 5.04, in the same manner and under the same procedures as it bills and collects from other customers of the City that are not served by the City Facilities.

Section 5.05 Repair of the Facilities. After its acceptance of the City Facilities, the City shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, the City Facilities, including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sanitary

sewer line repair and cleaning, as needed. The City shall not, however, bear cost or responsibility for initial repair of any equipment or facilities identified by the City as in need of correction prior to the City's acceptance of the City Facilities under Section 5.02 above. The cost of all materials and supplies used to operate, maintain, and repair the Facilities shall be borne solely by the City.

ARTICLE VI
CITY PLANT CAPACITY

Section 6.01 Water Supply and Distribution Facilities. The City shall provide the District with its ultimate requirements for water supply and distribution capacities. The number and location of the points of connection between the City's water distribution system and the Facilities shall be mutually agreed upon by the District and the City. The City acknowledges its obligation to provide water supply and distribution capacities for the actual requirements of the development within the District's boundaries. Any water supply and distribution capacities so required by the District shall be reserved and allocated by the City exclusively to serve the property within the District and the City shall not use such capacities to serve any other property. The City shall at all times manage the capacities in its water supply and distribution facilities so that capacity to serve development within the District is available at the time such improvements are to be connected to the Facilities. To enable the City to effectively manage its water system capacities in compliance with the City's obligation under this Section 6.01, the District shall provide to the City, by December 31 of each year during the term of this Agreement, a written projection of the new improvements within the District expected to be connected to the Facilities within the coming year, and such other related information as the City may reasonably require. The City confirms that 1,200 equivalent single-family connections of excess water supply are available to serve the Tract and will remain available to serve the Tract so long as development of the Tract commences within 3 years of the date of this Agreement and is complete within 15 years of the date of this Agreement.

Section 6.02 Wastewater Collection and Treatment Facilities. The number and location of the points of connection between the City's wastewater collection system and the Facilities shall be mutually agreed upon by the District and the City. The City acknowledges its obligation to provide wastewater collection and treatment capacities for the actual requirements of the development within the District's boundaries. Any wastewater collection and treatment capacities so required by the District shall be reserved and allocated by the City exclusively to serve the property within the District and the City shall not use such capacities to serve any other property. The City shall at all times manage the capacities in its wastewater collection and treatment facilities so that capacity to serve development within the District is available at the time such improvements are to be connected to the Facilities. To enable the City to effectively manage its wastewater system capacities in compliance with the City's obligation under this Section 6.02, the District shall provide the City no less than annually a written projection of the new improvements within the District expected to be connected to the Facilities within the coming year, and such other related information as the City may reasonably require. The City confirms that 1,200 equivalent single-family connections of excess wastewater treatment are available to serve the Tract and will remain available to serve the Tract so long as development of the Tract

commences within 3 years of the date of this Agreement and is complete within 15 years of the date of this Agreement.

Section 6.03 Letter of Capacity Assurance; Assignability. The City agrees that the City shall, upon reasonable request from the District, issue a letter of assurance to the owner of platted property within the District confirming water and wastewater utility availability for such platted property, based upon the standard City criteria published by the City regarding the calculation of water and wastewater requirements for various types of improvements.

ARTICLE VII DISTRICT AND OVERLAPPING TAXES

Section 7.01 Overlapping Taxes. The City agrees that no portion of City taxes to be derived from the taxpayers of the District will be used to finance elsewhere in the City services the District proposes to provide, and the City and the District agree that no portion of City taxes to be derived from the taxpayers of the District are required to be rebated to the District.

Section 7.02 District Taxes. The District is authorized to assess, levy, and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund, or reserve fund and (ii) for maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict, or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time in its sole discretion may determine to be necessary for the Facilities consistent with the consent conditions in the Consent Ordinance. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District to the payment of all proper debts, obligations, costs, and expenses of the District and may be pledged or assigned to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law.

ARTICLE VIII DISSOLUTION OF THE DISTRICT

Section 8.01 Dissolution of District. The City and District recognize and agree that the City may, pursuant to the procedures and provisions and subject to the limitations set forth in the laws of the State of Texas including, but not limited to, Section 43.074, Texas Local Government Code, abolish and dissolve the District and assume the District Assets and District Obligations upon a vote of not less than two-thirds (2/3) of the entire membership of the City Council to adopt an ordinance to such effect, if the City Council finds: (a) that the District is no longer needed, (b) that the services and functions performed by the District can be served and performed by the City, and (c) that it would be in the best interests of the citizens and property within the District and the City that the District be abolished. In

order to ensure that the property owners and inhabitants of the City and the District are afforded sufficient time and opportunity to realize the benefits and public utility to be derived from the creation and operation of the District and the financing, construction and implementation of the plan of improvements for the District, and in order to contribute to the financial stability and feasibility of the District by ensuring a sufficient longevity of the District's existence to permit the District to reach a satisfactory level of financial maturity, the City agrees that the District shall not be abolished until such time as the District is fully developed and has sold all Bonds necessary to finance the costs of the Facilities and has reimbursed Developer and any other landowners within the District in accordance with the Financing and Reimbursement Agreements previously entered into by the District.

Section 8.02 Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly, and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents, and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District Assets to and the assumption of the District Obligations by the City.

ARTICLE IX MATERIAL BREACH, NOTICE AND REMEDIES

Section 9.01 Material Breach of Agreement.

(a) The parties acknowledge and agree that any substantial deviation by the District from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement by the District would be the failure of the District to obtain approval from the City prior to annexing an additional property into the District as provided for herein.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be an attempt by the City to dissolve the District other than as provided for herein.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article IX shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 9.02 Notice of District's Default.

(a) The City shall notify the District in writing of an alleged failure by the District to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable

particularity. The District shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the District. The District shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue the remedies provided in Section 9.04.

Section 9.03 Notice of City's Default.

(a) The District shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as the District may specify in such notice, either cure such alleged failure or, in a written response to the District, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to the District, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the District determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the District determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the District, then the District may pursue the remedies provided in Section 9.04.

Section 9.04 Remedies.

(a) In the event of a determination by the City that the District has committed a material breach of this Agreement the City may, subject to the provisions of Section 9.02, file suit in a competent jurisdiction in Harris County, Texas, and seek either (1) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement.

(b) In the event of a determination by the District that the City has committed a material breach of this Agreement, the District may, subject to the provisions of Section 9.03, file suit in a court of competent jurisdiction in Harris County, Texas, and seek (1) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement.

(c) Neither party shall be liable for any monetary damages of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages or attorneys' fees.

ARTICLE X

BINDING AGREEMENT, TERM, AND AMENDMENT

Section 10.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the District, their successors and assigns, including any additional districts created by division of the District.

Section 10.02 Term. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

Section 10.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the Real Property Records of Harris County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

Section 10.04 Amendment. This Agreement may be amended only upon written amendment executed by the parties affected by such amendment.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of La Porte
604 W. Fairmont Parkway
La Porte, Texas 77571
Attn: City Secretary

With copy to: Mr. Clark Askins
Askins & Askins

702 W. Fairmont Parkway
La Porte, Texas 77571

Developer: Beazer Homes Texas, L.P.
Attn: Mr. Jeff Anderson
10235 West Little York, Suite 200
Houston, TX 77040

District: Allen Boone Humphries Robinson LLP
Attn: Jim Boone
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least 5 days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 11.02 Severability by Court Action. Unless the court applies Section 11.03, if any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 11.03 Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 11.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 11.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Harris County, Texas.

Section 11.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 11.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 11.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 11.9 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 11.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the District's board of directors.

Section 11.11 Creation of the District. The rights, duties and obligations of the District hereunder shall be the rights, duties and obligations of Developer. Upon the creation of and confirmation of the District, the District shall automatically assume all rights, duties and obligations of Developer under this Agreement and Developer shall have no further liability under this Agreement, without any further action by the District, Developer, or the City being necessary.

Section 11.12 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party

claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 11.13 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

Section 11.14 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

Section 11.15 Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the District.

Section 11.16 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

Section 11.17 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

Section 11.18 Voter Trailer. The City agrees that a trailer may be located on the Tract to provide housing for voters in connection with the election to confirm the District, authorize bonds for the District, and elect the initial board of directors for the District; provided, however, that the trailer may not be located on the Tract for a period of time exceeding 8 months.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date first given above.

THE CITY OF LA PORTE, TEXAS

By: _____
Mayor

ATTEST:

By _____
City Secretary

(SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____, Mayor of the City of La Porte, Texas.

Notary Public, State of Texas

[Official Notary Stamp]

BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

By: Beazer Homes Texas Holdings Inc.,
a Delaware corporation,
its general partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of December, 2017, by _____, _____ of Beazer Homes Texas Holdings, Inc., a Delaware corporation, general partner of Beazer Homes Texas, L.P., a Delaware limited partnership, on behalf of said Delaware corporation and Delaware limited partnership.

Notary Public, State of Texas

[Official Notary Stamp]

Exhibits

A Legal Description of Tract

Exhibit A

DESCRIPTION OF A TRACT OF LAND CONTAINING
234.686 ACRES (10,222,915 SQUARE FEET) SITUATED IN
THE RICHARD PEARSALL SURVEY, A-625 IN
HARRIS COUNTY, TEXAS

Being a tract of land containing 234.686 acres (10,222,915 square feet) situated in the Richard Pearsall Survey, A-625 in Harris County, Texas, and being out of a called 485.51426-acre tract conveyed unto PPG Industries, Inc., by deed recorded under County Clerk's File No. G484569 of the Official Public Records of Real Property of Harris County, Texas. Said 234.686 acre tract being more particularly described by metes and bounds as follows:

**Note: All bearings cited herein are Grid bearings, referenced to the Texas State Plane Coordinate System of 1983, South Central Zone No. 4204 (NAD83, 2011).*

BEGINNING at a found 5/8-inch iron rod with cap stamped "RPLS 5007" located at the intersection of the south property line of said 485.51426-acre tract with the west right-of-way line of Bay Area Boulevard (200-foot wide, as recorded under County Clerk's File No. G484569 and X626685, of the Official Public Records of Real Property of Harris County, Texas), for the northeast corner of a called 3.659-acre tract conveyed unto Ambrose Joseph Smith, III, by deed recorded under County Clerk's File No. 20110443002 of the Official Public Records of Real Property of Harris County, Texas, and for the southeast corner of said tract herein described;

THENCE South 86° 55'32" West with the south line of said 485.51426-acre tract, with the north line of said 3.659-acre tract, with the north line of a called 2.5497-acre tract conveyed unto Elizabethtown Properties, LLC, by deed recorded under County Clerk's File No. 20090584848 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 2.323-acre tract conveyed unto Stanwood Interests, LP, by deed recorded under County Clerk's File No. R922416 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 4.000-acre tract (Tract 2) conveyed unto CCC Group, Inc., by deed recorded under County Clerk's File No. U723491 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 10.37-acre tract conveyed unto Green Bishop Holdings, LLC, by deed recorded under County Clerk's File No. T183215 of the Official Public Records of Real Property of Harris County, Texas, with the north line of the remainder of a called 12.20-acre tract (Tract 1) conveyed unto CCC Group, Inc., by deed recorded under County Clerk's File No. U723491 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 1.744-acre tract conveyed unto Jason R. Morman, by deed recorded under County Clerk's File No. T815823 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 4.255-acre tract conveyed unto Jim M. Morman, et al, by deed recorded under County Clerk's File No. T815824 of the Official Public Records of Real Property of Harris County, Texas, a distance of 2,724.61 feet to a found 1/2-inch iron rod in the east property line of a called 5.927-acre tract conveyed unto C.M. Millstid Properties, LLC, by deed recorded under County Clerk's File No. 20140496527 of the Official Public Records of Real Property of Harris County, Texas, for corner on the south line of said tract herein described;

THENCE North 03° 06' 14" West with the east property line of said 5.927-acre tract, a distance of 389.18 feet to a 1/2-inch iron rod found for the northeast corner of said 5.927-acre tract, and for an interior corner of said tract herein described;

THENCE South 87° 05' 32" West with the north property line of said 5.927-acre tract, a distance of 390.61 feet to a found 3/4-inch iron rod for the northwest corner of said 5.927-acre tract, in the west line of said 485.51426-acre tract, in the east right-of-way line of a 200-foot wide Exxon Pipeline Company, Inc., pipeline corridor, recorded under Volume 5310, Page 582 of the Deed Records of Harris County, Texas, and for the westernmost south corner of said tract herein described;

THENCE North 03° 10' 26" West with the west property line of said 485.51426-acre tract and the east right-of-way line of said pipeline corridor, a distance of 2,834.18 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" for corner, from which a found 1/2-inch iron rod (disturbed) bears North 61° 59' East, a distance of 0.85 feet;

THENCE North 86° 52' 57" East with the north property line of said 485.51426-acre tract and the south line of a called 2.347-acre tract conveyed unto WBI-MC Properties, Inc., by deed recorded under County Clerk's File No. 20140412351 of the Official Public Records of Real Property of Harris County, Texas, at a distance of 61.05 feet pass a found 5/8-inch iron rod with orange cap stamped "G.B.I. PARTNERS", and continuing for a total distance of 389.58 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925", for the southeast corner of said 2.347-acre tract, and for an interior corner of said 485.51426-acre tract;

THENCE North 02° 49' 53" West with a westerly property line of said 485.51426-acre tract and the east property line of said 2.347-acre tract, a distance of 323.90 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" for corner for the northernmost west corner of said 485.51426-acre tract, from which a found railroad spike in asphalt bears South 88° 08' West, a distance of 2.78 feet;

THENCE North 86° 53' 30" East with the south line of a 60-foot wide Public Road and Utility right-of-way (recorded under County Clerk's File No. F395945 of the Official Public Records of Real Property of Harris County, Texas) and the north property line of said 485.51426-acre tract, a distance of 59.98 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925" for an angle point in the north property line of said 485.51426-acre tract;

THENCE North 86° 57' 10" East with the north property line of said 485.51426-acre tract, with the south right-of-way line of said 60-foot wide Public Road and Utility right-of-way, and with the south property line of a 3.2320-acre tract conveyed unto Bruce Meisner & Dennis McClung, by deed recorded under County Clerk's File No. W980075 of the Official Public Records of Real Property of Harris County, Texas, a distance of 2,260.61 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" for an interior corner of said 485.51426-acre tract, from which a found 5/8-inch iron rod (disturbed) bears North 45° 51' West, a distance of 1.82 feet;

THENCE North $02^{\circ} 37' 10''$ West with an interior property line of said 485.51426-acre tract and the east property line of said 3.2320-acre tract, a distance of 158.30 feet to a point for corner, from which a found 1/2-inch iron rod bears South $86^{\circ} 29'$ West, a distance of 0.31 feet;

THENCE North $86^{\circ} 31' 59''$ East with the north property line of said 485.51426-acre tract, the south property line of a called 8.069-acre tract conveyed unto Shell Federal Credit Union, by deed recorded under County Clerk's File No. Y501711 of the Official Public Records of Real Property of Harris County, Texas, and the south property line of a tract of land conveyed unto La Porte Properties Partnership, by deed recorded under County Clerk's File No. J860208 of the Official Public Records of Real Property of Harris County, Texas, a distance of 586.33 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" in the west right-of-way line of said Bay Area Boulevard, for the northeast corner of said tract herein described, from which a found 1/2-inch iron rod (disturbed) bears South $00^{\circ} 54'$ West, a distance of 0.21 feet;

THENCE in a southerly direction with the west right-of-way line of said Bay Area Boulevard, the following courses and distances:

1. Southerly direction with a curve to the right, whose radius is 1,297.50 feet, a central angle of $30^{\circ} 40' 34''$ (chord bears South $12^{\circ} 12' 29''$ West, a distance of 686.41 feet) for an arc length of 694.68 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925";
2. South $27^{\circ} 30' 06''$ West, a distance of 397.99 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925";
3. Southerly direction with a curve to the right, whose radius is 1,567.18 feet, a central angle of $47^{\circ} 20' 47''$ (chord bears South $03^{\circ} 45' 37''$ West, a distance of 1,258.51 feet) for an arc length of 1,295.04 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925";
4. South $19^{\circ} 54' 47''$ East, a distance of 1,006.97 feet to a found 5/8-inch iron rod (disturbed) with orange cap stamped "PREJEAN & CO 4925";

THENCE continuing with the west right-of-way line of said Bay Area Boulevard, with a curve to the right, whose radius is 1,488.80 feet, a central angle of $19^{\circ} 10' 07''$ (chord bears South $10^{\circ} 19' 43''$ East, a distance of 495.76 feet) for an arc length of 498.08 feet to the **POINT OF BEGINNING** and containing 234.686 acres (10,222,915 square feet) of land, more or less.

Notes:

1. Square footage area shown is for information only and surveyor does not certify accuracy of survey to nearest square foot.

2. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated November 17, 2017 titled "SURVEY OF A 234.686 ACRE TRACT OF LAND SITUATED IN THE RICHARD PEARSALL SURVEY, ABSTRACT NO. 625 HARRIS COUNTY, TEXAS".

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: (713) 462-3242

Job No. 1702-015-01
November 17, 2017



A handwritten signature in cursive script, appearing to read "Blaine Fisher", written over the bottom portion of the seal.

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PORTE,
TEXAS:

BEAZER HOMES TEXAS, L.P., a Delaware limited partnership (herein the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of La Porte, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 561 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of 234.686 acres of land, more or less, situated in Harris County, Texas. All of the land proposed to be included within the District is within the corporate limits of the City. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Property").

IV.

Prior to applying to the Texas Commission on Environmental Quality for creation of the District, the Petitioner will hold fee simple title to the Property. The Petitioner hereby represents that the Petitioner will own a majority in value of the Property prior to applying to the Texas Commission on Environmental Quality for creation of the District, as indicated by the certificates of ownership to be provided by the Harris County Appraisal District.

V.

The Petitioner certifies that there are no lienholders on the Property.

VI.

Le Pointe at La Port, Inc. has entered into an earnest money contract to purchase some of the Land and desires to be considered as a Petitioner for the consent to creation of the District.

VII.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

VIII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Harris County, Texas. There is not now available within the area, which will be developed for single family residential, multifamily, and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, or parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, and parks and recreational facilities to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

IX.

The Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land under the same conditions as set forth in Exhibit B, which is attached hereto and incorporated herein for all purposes

X.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$16,744,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$750,000.

XII.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$1,600,000.

XIII.

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$19,094,000.

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance granting the consent to the creation of the District and authorizing the inclusion of the Property within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 21st day of November, 2017.

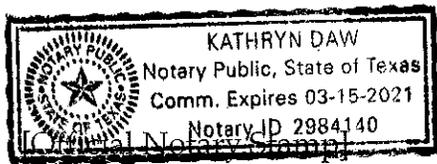
BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

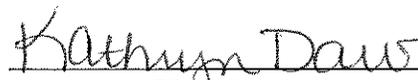
By: Beazer Homes Texas Holdings Inc.,
a Delaware corporation,
its general partner
(Earnest Money Contract Holder)

By: 
Name: Jeff Anderson
Title: VP Land Acq. + Development

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this 21st day of November, 2017, by Jeff Anderson, VP Land of Beazer Homes Texas Holdings, Inc., a Delaware corporation, general partner of Beazer Homes Texas, L.P., a Delaware limited partnership, on behalf of said Delaware corporation and Delaware limited partnership.




Notary Public, State of Texas

L E POINTE AT LA PORT, INC.
a Texas corporation
(Earnest Money Contract Holder)

By: 
William P. Rowland
President

THE STATE OF TEXAS §
 Galveston §
COUNTY OF ~~HARRIS~~ §

27 This instrument was acknowledged before me, the undersigned authority, this day of November, 2017, by William P. Rowland, President of L e Pointe at La Port, Inc., a Texas corporation, on behalf of said Texas corporation.


Notary Public, State of Texas

[Official Notary Stamp]

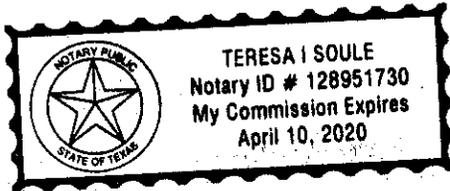


Exhibit A

**DESCRIPTION OF A TRACT OF LAND CONTAINING
234.686 ACRES (10,222,915 SQUARE FEET) SITUATED IN
THE RICHARD PEARSALL SURVEY, A-625 IN
HARRIS COUNTY, TEXAS**

Being a tract of land containing 234.686 acres (10,222,915 square feet) situated in the Richard Pearsall Survey, A-625 in Harris County, Texas, and being out of a called 485.51426-acre tract conveyed unto PPG Industries, Inc., by deed recorded under County Clerk's File No. G484569 of the Official Public Records of Real Property of Harris County, Texas. Said 234.686 acre tract being more particularly described by metes and bounds as follows:

**Note: All bearings cited herein are Grid bearings, referenced to the Texas State Plane Coordinate System of 1983, South Central Zone No. 4204 (NAD83, 2011).*

BEGINNING at a found 5/8-inch iron rod with cap stamped "RPLS 5007" located at the intersection of the south property line of said 485.51426-acre tract with the west right-of-way line of Bay Area Boulevard (200-feet wide, as recorded under County Clerk's File No. G484569 and X626685, of the Official Public Records of Real Property of Harris County, Texas), for the northeast corner of a called 3.659-acre tract conveyed unto Ambrose Joseph Smith, III, by deed recorded under County Clerk's File No. 20110443002 of the Official Public Records of Real Property of Harris County, Texas, and for the southeast corner of said tract herein described;

THENCE South $86^{\circ} 55'32''$ West with the south line of said 485.51426-acre tract, with the north line of said 3.659-acre tract, with the north line of a called 2.5497-acre tract conveyed unto Elizabethtown Properties, LLC, by deed recorded under County Clerk's File No. 20090584848 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 2.323-acre tract conveyed unto Stanwood Interests, LP, by deed recorded under County Clerk's File No. R922416 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 4.000-acre tract (Tract 2) conveyed unto CCC Group, Inc., by deed recorded under County Clerk's File No. U723491 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 10.37-acre tract conveyed unto Green Bishop Holdings, LLC, by deed recorded under County Clerk's File No. T183215 of the Official Public Records of Real Property of Harris County, Texas, with the north line of the remainder of a called 12.20-acre tract (Tract 1) conveyed unto CCC Group, Inc., by deed recorded under County Clerk's File No. U723491 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 1.744-acre tract conveyed unto Jason R. Morman, by deed recorded under County Clerk's File No. T815823 of the Official Public Records of Real Property of Harris County, Texas, with the north line of a called 4.255-acre tract conveyed unto Jim M. Morman, et al, by deed recorded under County Clerk's File No. T815824 of the Official Public Records of Real Property of Harris County, Texas, a distance of 2,724.61 feet to a found 1/2-inch iron rod in the east property line of a called 5.927-acre tract conveyed unto C.M. Millstid Properties, LLC, by deed recorded under County Clerk's File No. 20140496527 of the Official Public Records of Real Property of Harris County, Texas, for corner on the south line of said tract herein described;

THENCE North 03° 06' 14" West with the east property line of said 5.927-acre tract, a distance of 389.18 feet to a 1/2-inch iron rod found for the northeast corner of said 5.927-acre tract, and for an interior corner of said tract herein described;

THENCE South 87° 05' 32" West with the north property line of said 5.927-acre tract, a distance of 390.61 feet to a found 3/4-inch iron rod for the northwest corner of said 5.927-acre tract, in the west line of said 485.51426-acre tract, in the east right-of-way line of a 200-foot wide Exxon Pipeline Company, Inc., pipeline corridor, recorded under Volume 5310, Page 582 of the Deed Records of Harris County, Texas, and for the westernmost south corner of said tract herein described;

THENCE North 03° 10' 26" West with the west property line of said 485.51426-acre tract and the east right-of-way line of said pipeline corridor, a distance of 2,834.18 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb, Fendley & Associates" for corner, from which a found 1/2-inch iron rod (disturbed) bears North 61° 59' East, a distance of 0.85 feet;

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THENCE in a southerly direction with the west right-of-way line of said Bay Area Boulevard, the following courses and distances:

1. Southerly direction with a curve to the right, whose radius is 1,297.50 feet, a central angle of $30^{\circ} 40' 34''$ (chord bears South $12^{\circ} 12' 29''$ West, a distance of 686.41 feet) for an arc length of 694.68 feet to a found 5/8-inch iron rod with orange cap stamped "PREJEAN & CO 4925";
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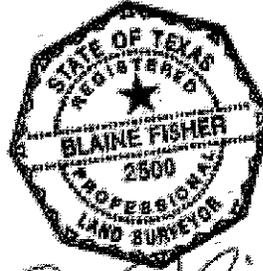
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Notes:

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2. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated November 17, 2017 titled "SURVEY OF A 234.686 ACRE TRACT OF LAND SITUATED IN THE RICHARD PEARSALL SURVEY, ABSTRACT NO. 625 HARRIS COUNTY, TEXAS".

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: (713) 462-3242

Job No. 1702-015-01
November 17, 2017



A handwritten signature in black ink, appearing to read "Blaine Fisher", written over the bottom portion of the professional seal.

Exhibit B

Consent Conditions

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of La Porte, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain drainage facilities and recreational facilities, and for refunding such bonds. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest- payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. No land located within the city limits or extraterritorial jurisdiction of the City of La Porte will be added or annexed to the District until the City of La Porte has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(b) (1) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works of the City of La Porte, or to his designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of La Porte. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the District will comply with the City of La Porte's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will

give written notice by registered or certified mail to the Director of Public Works, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of La Porte; and during the progress of the construction and installation of such facilities, the Director of Public Works of the City of La Porte, or an employee thereof, may make periodic on-the-ground inspections.

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of La Porte's Department of Parks and Recreation and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the Director of the City of La Porte Parks and Recreation Department.

(c) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(d) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission of the City of La Porte of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the City of La Porte.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 11, 2017

Appropriation

Requested By: Mayor Rigby

Source of Funds: _____

Department: City Council

Account Number: _____

Report: Resolution: Ordinance:

Amount Budgeted: _____

Other: _____

Amount Requested: _____

Budgeted Item: YES NO

Attachments :

SUMMARY & RECOMMENDATIONS

This item has been requested for discussion by Mayor Rigby.

Action Required of Council:

Discussion and possible action regarding appointing a council subcommittee to review and make recommendations for annual evaluation forms as determined by the committee.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



Council Agenda Item December 11, 2017

10. ADMINISTRATIVE REPORTS

- City Council Meeting, Monday, January 8, 2018
- Planning and Zoning Commission Meeting, Thursday, January 18, 2018
- Fiscal Affairs Committee Meeting, Monday, January 22, 2018
- City Council Meeting, Monday, January 22, 2018
- Zoning Board of Adjustment Meeting, Thursday, January 25, 2018

11. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp, Ojeda and Mayor Rigby

12. ADJOURN
