

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 April 9, 2018, 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 Nancy Ojeda.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Fair Housing Month in the City of La Porte - Mayor Rigby
 - (b) Proclamation - National Public Safety - Telecommunications Week - Mayor Rigby
 - (c) Proclamation - National Animal Control Officers Week - 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 March 26, 2018 - P. Fogarty
 - (b) Consider approval or other action regarding an amended Ordinance consenting to petition for creation of Harris County MUD 561 and adoption of utility agreement between the City of La Porte and Beazer Homes Texas, L. P. - C. Alexander
 - (c) Consider approval or other action regarding a Resolution designating the City Manager as the authorized grant official for the child identification system and electric vehicle supporting the Neighborhood Storefront & Community Outreach Program, through the Criminal Justice Division, Office of the Governor, State of Texas - K. Adcox
7. **PUBLIC HEARINGS AND ASSOCIATED ORDINANCES**
 - (a) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to approve an Ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan for a 20-acre tract of land located on the east side of SH 146 north of Wharton Weems Blvd., and legally described as Tract 1L, Abstract 35, J Hunter Survey, by changing from "Mid-High Density Residential," "Commercial," and "Mixed Use" to "Mid-High Density Residential."; consider approval or other action regarding an Ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan for a 20-acre tract of land located on the east side of SH 146 north of Wharton Weems Blvd., legally described as Tract 1L, Abstract 35, J Hunter Survey, from "Mid-High Density Residential," "Commercial," and "Mixed Use" to "Mid-High Density Residential." - I. Clowes

- (b) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to approve Special Conditional Use Permit #18-91000002 to allow for a multi-family apartment complex, to be located on a 20-acre tract of land described as Tract 1L, Abstract 35, J Hunter Survey in a PUD zone; consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning", by granting Special Conditional Use Permit #18-91000002, to allow for the development of a multi-family apartment complex to be located on a 20-acre tract of land described as Tract 1L, Abstract 35, J Hunter Survey, in a PUD zone - I. Clowes
- (c) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to approve an Ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan for a 19.17 acre tract of land located on the east side of SH 146 south of Baypoint Townhomes, and legally described as Tract 1, Abstract 35, J Hunter Survey, by changing from "Mid-High Density Residential," "Commercial," and "Mixed Use" to "Mid-High Density Residential."; consider approval or other action regarding an Ordinance amending the City's Future Land Use Map Component of the Comprehensive Plan for a 19.17 acre tract of land located on the east side of SH 146 south of Baypoint Townhomes, legally described as Tract 1, Abstract 35, J Hunter Survey, from "Mid-High Density Residential," "Commercial," and "Mixed Use" to "Mid-High Density Residential." - I. Clowes
- (d) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to approve Special Conditional Use Permit #18-91000003 to allow for a patio home development, to be located on a 19.17-acre tract of land described as Tract 1, Abstract 35, J Hunter Survey, in a PUD zone; consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning", by granting Special Conditional Use Permit #18-91000003, to allow for the development of a patio home development to be located on a 19.17-acre tract of land described as Tract 1, Abstract 35, J Hunter Survey, in a PUD zone - I. Clowes

8. **AUTHORIZATIONS**

- (a) Consider approval or other action to reschedule or cancel the May 28, 2018, Council meeting due to the Memorial Day holiday - P. Fogarty

9. **ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission Meeting, Thursday, April 19, 2018
- City Council Meeting, Monday, April 23, 2018
- Zoning Board of Adjustment Meeting, Thursday, April 26, 2018

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 or existing policies. Councilmembers Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp and Mayor Rigby

11. **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 April 9, 2018, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on April 3, 2018.

Patrice Sogarty



**Council Agenda Item
April 9, 2018**

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 Nancy Ojeda.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Fair Housing Month in the City of La Porte - Mayor Rigby
 - (b) Proclamation - National Public Safety - Telecommunications Week - Mayor Rigby
 - (c) Proclamation - National Animal Control Officers Week - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)



Proclamation

Office of the Mayor

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans; and

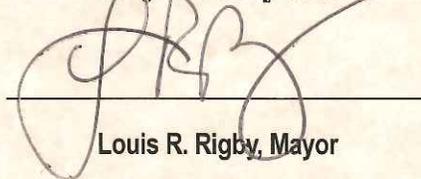
WHEREAS, The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, I, Mayor Louis R. Rigby, along with members of the La Porte City Council, do hereby declare the month of April as the month to urge all citizens of this locality to become aware of and support the Fair Housing Law and therefore proclaim this month as:

“Fair Housing Month in the City of La Porte”

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 9th day of April 2018.

City of La Porte



Louis R. Rigby, Mayor





Proclamation

Office of the Mayor

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and Paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the La Porte police fire communications center; and

WHEREAS, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are the single vital link for our police officers, firefighters, and paramedics by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Dispatchers of the La Porte Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, Louis R. Rigby, Mayor, along with members of the La Porte City Council, do hereby proclaim April 8 through April 14, 2018, as:

“National Public Safety-Telecommunications Week”

In the city of La Porte, in honor of the men and women whose diligence and professionalism keep our city and citizens safe from harm.

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 9th day of April, 2018.

City of La Porte

Louis R. Rigby, Mayor





Proclamation

Office of the Mayor

WHEREAS, the National Animal Control Association has designated the second week of April each year as Animal Control Officer Appreciation Week; and

WHEREAS, the various federal, state and local government officials throughout the country take this time to recognize, thank and commend all Animal Control officers and staff for the dedicated service they provide to various public safety and public service agencies and departments across the country; and

WHEREAS, the City of La Porte Animal Control officers and staff provide outstanding service on a daily basis to the residents of the City; and

WHEREAS, Animal Control officers and staff dedicate many long hours of service to this community and fulfill the Animal Control Department's commitment to providing the highest and most efficient level of customer service; and

WHEREAS, the service provided by the Animal Control officers and their staff is in keeping with the long and distinguished tradition of the animal control profession.

NOW, THEREFORE, I, Louis R. Rigby, Mayor, along with members of the La Porte City Council, do hereby proclaim April 8 through April 14, 2018, as:

“National Animal Control Officers Appreciation Week”

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 9th day of April, 2018.

City of La Porte

Louis R. Rigby, Mayor





**Council Agenda Item
April 9, 2018**

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 March 26, 2018 - P. Fogarty
 - (b) Consider approval or other action regarding an amended Ordinance consenting to petition for creation of Harris County MUD 561 and adoption of utility agreement between the City of La Porte and Beazer Homes Texas, L. P. - C. Alexander
 - (c) Consider approval or other action regarding a Resolution designating the City Manager as the authorized grant official for the child identification system and electric vehicle supporting the Neighborhood Storefront & Community Outreach Program, through the Criminal Justice Division, Office of the Governor, State of Texas - K. Adcox

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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE MARCH 26, 2018

The City Council of the City of La Porte met in a regular meeting on **Monday, March 26, 2018**, 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, Assistant City Manager Jason Weeks, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Ben Rosenberger, Bayshore Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Danny Earp.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) **Recognitions** – Retirement of Dennis Hlavaty (City of La Porte Golf Course) – Mayor Rigby
Mayor Rigby recognized the retirement of Dennis Hlavaty.
 - (b) **Proclamation** – La Porte Special Olympics Shrimp Boil Day – Mayor Rigby
Mayor Rigby presented a proclamation for La Porte Special Olympics Shrimp Boil Day.
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Lori Murray, 309 S. Brownell, addressed Council with concerns of possible drug activity of a house across the street from her home in her neighborhood.
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 March 12, 2018 – P. Fogarty
 - (b) Consider approval or other action to exercise option for 3-year extension of commercial solid waste franchise agreement with WCA Waste Corporation – D. Pennell

- (c) Consider approval or other action regarding Bid #18010 for Audio Visual Equipment Upgrade at City of La Porte Police Department – M. Dolby
- (d) Consider approval or other action authorizing the City Manager to execute a professional services contract with Burditt Consultants, L.L.C., for the design, bidding and construction phase services for design and construction of new facilities at Five Points, with a total authorization of \$52,485.00 – D. Pennell

Councilmembers Earp, Zemanek and J. Martin had questions on Items b and d. Public Works Director Don Pennell and staff answered the questions.

Councilmember Engelken made a motion to approve Consent Agenda Items a, b and c pursuant to staff recommendations. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

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

Councilmember Earp made a motion to decline the bid for Consent Agenda Item d and instructed staff to go back out to bid for a design build. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

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

7. AUTHORIZATIONS/ORDINANCES

- (a) Consider approval or other action regarding an Ordinance amending Chapter 74 “Utilities” of the Code of Ordinances by eliminating front foot development fees for water and sewer services – C. Alexander

City Manager Corby Alexander presented a summary.

Councilmember Earp made a motion to approve an Ordinance amending Chapter 74 “Utilities” of the Code of Ordinances by eliminating front foot development fees for water and sewer services. Councilmember Engelken seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3699: AN ORDINANCE AMENDING CHAPTER 74 “UTILITIES” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY ELIMINATING FRONT FOOT DEVELOPMENT GEES FOR WATER AND SEWER SERVICES; AMENDING APPENDIX A “FEES” PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; PROVIDING THAT ANY PERSON VIOLATING THE TERMS**

OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINDED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

8. REPORTS

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

At the request of Councilmember Ojeda, Economic Development Coordinator Ryan Cramer 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 Earp congratulated Dennis Hlavaty on his retirement; wished the Special Olympics Shrimp Boil well on the event; and requested Staff to assist Ms. Murray with her concerns; Councilmember Ojeda reminded everyone of the upcoming Easter Services at 6:30 a.m., on Sunday morning and congratulated Assistant City Attorney Clarks Askins on his daughter playing a part on a sitcom this past week; Councilmembers J. Martin, K. Martin and Kaminski thanked Dennis Hlavaty for his services and congratulated him on his retirement; encouraged everyone to purchase tickets for the Special Olympics Shrimp Boil and requested Staff to assist Ms. Murray with her concerns; Councilmember Zemanek wished Dennis Hlavaty well on his retirement; commented the Special Olympics Program is a wonderful program; and expressed his excitement for opening day for the World Champs Houston Astros; Councilmember Leonard congratulated Dennis Hlavaty on his retirement and wished the Special Olympics Program well on the shrimp boil; Councilmember Engelken wished Dennis Hlavaty well in his retirement and requested assistance and an update on Ms. Murray's concerns; and Mayor Rigby thanked Dennis Hlavaty for his services and commented he will be missed; commented the Special Olympics Program is a great program, and wished them well.

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: Deliberation 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: Patrice Fogarty, City Secretary.

Texas Government Code, Section 551.071(1)(A) – Pending or Contemplated Litigation: Meet with City Attorney to discuss CMV enforcement issue raised by Perez Logistics.

City Council recessed the regular Council meeting to convene an executive session at 6:34 p.m. regarding the items 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 7:34 p.m.

Regarding the discussion of CMV enforcement issues raised by Perez Logistics, there was no action taken.

Regarding the evaluation of City Secretary Patrice Fogarty, Councilmember Engelken made a motion to give City Secretary Patrice Fogarty a 4 percent lump sum salary increase. 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 7:35 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Patrice Fogarty, City Secretary

Passed and approved on April 9, 2018.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>April 9, 2018</u>
Requested By <u>Corby D. Alexander</u>
CMO
Department: _____
Report: _____ Resolution: _____ Ordinance: _____

<u>Appropriation</u>
Source of Funds: _____
Account Number: _____
Amount Budgeted: _____
Amount Requested: _____
Budgeted Item: YES _____ NO _____

Exhibits: Consent Ordinance (redline)

Exhibits: Consent Ordinance (clean)
Exhibits: Amended and Restated Utility Agreement (redline)

Exhibits: Amended and Restated Utility Agreement (clean)

Exhibit: Deed Conveying property to Beazer

SUMMARY & RECOMMENDATION

On December 11, 2017, the City Council voted to approve an ordinance that created a Municipal Utility District. The ordinance contained a clause that it would only become effective if and when Beazer completed the purchase of the subject property.

Beazer has closed on the purchase as indicated by the enclosed deed. However, Beazer has now requested that we revise the ordinance eliminating this provision that the ordinance become effective upon purchase. Beazer believes removing this provision will make gaining TCEQ approval easier as this type of clause is atypical for consent ordinances.

Included in this agenda item is a revised ordinance deleting the above referenced provision. Additionally, the developer has acquire a new survey of the property. The new survey indicates that the property is 234.65 acres. The previous survey was for 234.686 acres with all documents reflecting the latter 234.686 acres. The enclosed consent ordinance, MUD petition, and utility agreement are revised to reflect the latest survey.

Action Required by Council:

Consider approval or other action Consent Ordinance and Utility Agreement associated with the creation of MUD 561.

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 234.650 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; CONTAINING A REPEALING CLAUSE; 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 an Amended and Restated 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 Amended and Restated Utility Agreement (the “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 shall be effective upon its passage and approval.

PASSED AND APPROVED this 9th day of April, 2018.

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
234.650 ACRES (10,221,335 SQUARE FEET) SITUATED
IN THE RICHARD PEARSALL SURVEY, A-625 IN
HARRIS COUNTY, TEXAS

Being a tract of land containing 234.650 acres (10,221,335 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 234.650 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°55'34" 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 2,724.54 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' 13" West with the east property line of said 5.927-acre tract, a distance of 389.16 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 389.52 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° 11' 46" 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 2,834.19 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° 10' 11" (chord bears South 10° 19' 41" East, a distance of 495.79 feet) for an arc length of 498.11 feet to the **POINT OF BEGINNING** and containing 234.650 acres (10,221,335 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 December 7, 2017 and Revised December 21, 2017, titled "SURVEY OF A 234.650 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. 1710-009-01-01
Revised: December 21, 2017
Original Date: December 7, 2017



A handwritten signature in cursive script that reads "Blaine Fisher".

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.

AMENDED AND RESTATED UTILITY AGREEMENT

THIS AMENDED AND RESTATED UTILITY AGREEMENT (this "Agreement") is made and entered into as of April 9, 2018, 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

The City and Developer entered into a Utility Agreement dated December 11, 2017 (the "Original Agreement"), when Developer was under contract to purchase approximately 234.686 acres of land in Harris County, Texas, as described therein (the "Original Acreage").

Developer 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.

After acquisition of the Original Acreage, the survey was updated and provides for a slight revision in the metes and bounds description and the total acreage. The updated metes and bounds

description reflects approximately 234.650 acres of land in Harris County, Texas, and is described by metes and bounds in **Exhibit A** attached hereto (the "Tract"). The City and Developer desire to amend the Original Agreement to delete Exhibit A in the Original Agreement and replace it with **Exhibit A** attached hereto.

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. Exhibit A to the Original Agreement is hereby deleted and replaced with **Exhibit A** attached hereto.

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 _____, 2018, 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, 2018, 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

EXHIBIT A

DESCRIPTION OF A TRACT OF LAND CONTAINING
234.650 ACRES (10,221,335 SQUARE FEET) SITUATED
IN THE RICHARD PEARSALL SURVEY, A-625 IN
HARRIS COUNTY, TEXAS

Being a tract of land containing 234.650 acres (10,221,335 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 234.650 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°55'34" 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 2,724.54 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' 13" West with the east property line of said 5.927-acre tract, a distance of 389.16 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 389.52 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° 11' 46" 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 2,834.19 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° 10' 11" (chord bears South 10° 19' 41" East, a distance of 495.79 feet) for an arc length of 498.11 feet to the **POINT OF BEGINNING** and containing 234.650 acres (10,221,335 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 December 7, 2017 and Revised December 21, 2017, titled "SURVEY OF A 234.650 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. 1710-009-01-01
Revised: December 21, 2017
Original Date: December 7, 2017



A handwritten signature in cursive script that reads "Blaine Fisher".

AMENDED AND RESTATED UTILITY AGREEMENT

THIS AMENDED AND RESTATED UTILITY AGREEMENT (this "Agreement") is made and entered into as of April 9, 2018, 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

The City and Developer entered into a Utility Agreement dated December 11, 2017 (the "Original Agreement"), when Developer was under contract to purchase approximately 234.686 acres of land in Harris County, Texas, as described therein (the "Original Acreage").

Developer 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.

After acquisition of the Original Acreage, the survey was updated and provides for a slight revision in the metes and bounds description and the total acreage. The updated metes and bounds

description reflects approximately 234.650 acres of land in Harris County, Texas, and is described by metes and bounds in **Exhibit A** attached hereto (the "Tract"). The City and Developer desire to amend the Original Agreement to delete Exhibit A in the Original Agreement and replace it with **Exhibit A** attached hereto.

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. Exhibit A to the Original Agreement is hereby deleted and replaced with **Exhibit A** attached hereto.

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 _____, 2018, 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, 2018, 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

EXHIBIT A

DESCRIPTION OF A TRACT OF LAND CONTAINING
234.650 ACRES (10,221,335 SQUARE FEET) SITUATED
IN THE RICHARD PEARSALL SURVEY, A-625 IN
HARRIS COUNTY, TEXAS

Being a tract of land containing 234.650 acres (10,221,335 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 234.650 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°55'34" 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 2,724.54 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' 13" West with the east property line of said 5.927-acre tract, a distance of 389.16 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 389.52 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° 11' 46" 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 2,834.19 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° 10' 11" (chord bears South 10° 19' 41" East, a distance of 495.79 feet) for an arc length of 498.11 feet to the **POINT OF BEGINNING** and containing 234.650 acres (10,221,335 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 December 7, 2017 and Revised December 21, 2017, titled "SURVEY OF A 234.650 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. 1710-009-01-01
Revised: December 21, 2017
Original Date: December 7, 2017



A handwritten signature in cursive script that reads "Blaine Fisher".

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT **PPG INDUSTRIES, INC.**, a Pennsylvania corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **BEAZER HOMES, TEXAS, LP**, a Delaware limited partnership ("Grantee"), whose mailing address is 10235 West Little York, Suite 200 Houston, Texas 77040, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, subject to all of the matters set forth or referred to herein, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY, unto Grantee all of the real property located in La Porte, Harris County, Texas and described in **Exhibit A** attached hereto (the "Land"), together with: (i) all easements, rights, privileges and appurtenances relating thereto, and any abutting strips or gores; (ii) Seller's right, title and interest, if any, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the center line thereof; (iii) all water rights appurtenant to the Land; and (iv) all appurtenant easements for parking, ingress and egress and utilities (hereinafter collectively referred to as the "Appurtenances"). The Land and the Appurtenances are collectively referred to herein as the "Property". Notwithstanding the foregoing, Grantor hereby reserves for itself all of Grantor's right, title and interest in and to all of the oil, gas and other minerals in, on, under or which may be produced from the Land; provided however, Grantor hereby releases and waives, on behalf of itself and its successors and assigns, all right of ingress and egress to enter upon the surface of the Land for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing, or any other purposes incident to the development or production of the oil, gas and other minerals reserved to Grantor; however, such waiver and release shall not prevent Grantor, or its successors and assigns, from developing or producing said oil, gas and other minerals in, on and under the Land by pooling, by directional drilling under the Land from well sites located on tracts other than the Land (provided that any such directional drilling under the Land will be at least 500 feet below the surface of the Land), or otherwise so long as Grantor does not physically enter upon the surface.

This Special Warranty Deed is made by Grantor and accepted by Grantee subject to all the things or matters set forth on **Exhibit B** attached hereto and made a part hereof for all purposes and to any unrecorded easements or rights of way which are visually apparent on the Property, to the extent that the same are applicable and validly exists with respect to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and

RP-2017-544919

appurtenances thereto in any wise belonging unto Grantee and Grantee's successors and assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

The Property is being conveyed by Grantor to Grantee on an **"AS IS, WHERE IS" BASIS ONLY, WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR DISCLOSURES REQUIRED BY LAW, ALL OF WHICH BEING HEREBY WAIVED, AS TO THE CONDITION, FITNESS, MERCHANTABILITY OR HABITABILITY THEREOF OR AS TO USE FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY LOCAL, STATE OR FEDERAL ORDINANCES, REGULATIONS, STATUTES OR OTHER LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS (AS DEFINED IN THE AGREEMENT) AND REGULATIONS OR RESTRICTIVE COVENANTS (EXCEPT AS PROVIDED HEREIN).** Grantee is relying solely upon its inspections of the Property prior to the date hereof, including, without limitation, the condition of the surface and subsurface and is not relying on any representations by Grantor (except as provided herein). Grantor will have no liability to Grantee hereafter with respect to the condition of the Property (except as provided herein) and **GRANTEE WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR** arising therefrom in the future.

Grantor assumes payment of ad valorem taxes.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

EXECUTED effective as of the 12 day of December, 2017.

GRANTOR:

PPG INDUSTRIES, INC., a
Pennsylvania corporation

By: *Michael H. McGarry*
Name: Michael H. McGarry
Title: Chairman and Chief Executive Officer

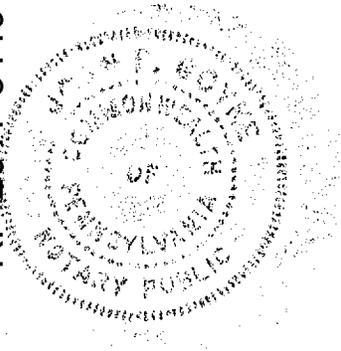
COMMONWEALTH OF PENNSYLVANIA §
 §
COUNTY OF ALLEGHENY §

This instrument was acknowledged before me on this the 7 day of December, 2017, by Michael H. McGarry, Chairman and Chief Executive Officer of PPG Industries, Inc., a Pennsylvania corporation, on behalf of such corporation.

Joan E. Goyke
Notary Public in and for
Commonwealth of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Joan E. Goyke, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 15, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

RP-2017-544919



ACKNOWLEDGED AND ACCEPTED:

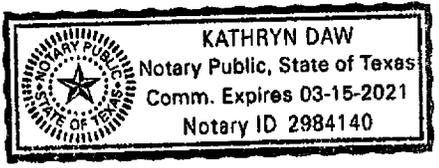
BEAZER HOMES, TEXAS, LP,
a Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc.,
Its General Partner


 By: _____
 Name: _____
 Title: _____
BEAZER HOMES TEXAS, L.P.
 By: Beazer Homes Texas Holdings, Inc.,
 Its General Partner
Bruce Craig, Division President - Houston

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on December 11, 2017 by Bruce Craig, Div. President, of Beazer Homes Texas Holdings, Inc., General Partner of BEAZER HOMES TEXAS, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Kathryn Daw
Notary Public, State of Texas

After Recording, Return to:
Chicago Title Insurance Company
712 Main Street, Suite 2000E
Houston, Texas 77002
Attention: Reno Hartfiel
GF No. 3711000447

RP-2017-544919

Exhibit A
Legal Description

All that certain 234.6733 acres of land being out of the Richard Pearsall Survey, A-625, City of LaPorte, Harris County, Texas and being out of a called 485.5142 acre tract of land described in a deed dated 03-28-1980 from Fairmont, Ltd. to PPG Industries, Inc. filed in the Official Public Records of Harris County, Texas in Clerk's File No.G-484569, Film Code No.154-90-9155 and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" iron rod located on the north right-of-way line of Fairmont Parkway (width varies) and the west right-of-way line of Bay Area Boulevard (150' wide), THENCE N 01 06' 39" W - 505.35', with said west right-of-way line to a found 5/8" iron rod marking the POINT OF BEGINNING of the herein described tract;

THENCE S 86 55' 54" W - 2,723.74', with the most westerly south line of said 485.5142 acre tract to a found 5/8" iron rod with cap for corner;

THENCE N 03 11' 51" W - 389.45', with the east line of that certain called 3.3780 acre tract described in a deed to PV International Inc. recorded under Harris County Clerk's File No. 20070377740 to a found 5/8" iron rod with cap for corner;

THENCE S 86 59' 23" W - 389.57', with the north line of said 3.3780 acre tract to a found 5/8" iron rod with cap for corner;

THENCE N 03 11' 59" W - 2,833.97', with the west line of said 485.5142 acre tract to a found 5/8" iron rod with cap for corner;

THENCE N 86 52' 56" E - 389.66', with the south line of that certain called 2.35 acre tract described in a deed to New Life Christian Fellowship of La Porte recorded under Harris County Clerk's File No. U217429 to a set 5/8" iron rod with cap for corner;

THENCE N 02 50' 41" W - 323.90', with the east line of said 2.35 acre tract to a found 5/8" iron rod for corner;

THENCE N 86 52' 42" E - 59.98', with the north line of said 485.5142 acre tract to a set 5/8" iron rod with cap for angle point;

THENCE N 86 54' 57" E - 2,259.29', with said north line to a found 5/8" iron rod for corner;

THENCE N 02 12' 33" W - 157.02', with the east line of that certain called 3.2320 acre tract described in a deed to Bruce Melsmer and Dennis McClung recorded under Harris County Clerk's File No. W980075 to a found 5/8" iron rod for corner;

THENCE N 86 33' 25" E - 586.69', with the south line of that certain called 8.0688 acre tract described in a deed to Shell Federal Credit Union recorded under Harris County Clerk File No. Y501711 to a found 5/8" iron rod with and being the start of a curve to the right having a central angle of 30 28' 52", a radius of 1,305.00', a chord bearing of S 12 14' 26" W, a chord distance of 686.09';

THENCE with said curve to the right and with said west right-of-way line of Bay Area Boulevard an arc distance of 694.25' to a set 5/8" iron rod with cap for the end of curve;

THENCE S 27 26' 12" W - 397.88', with said west right-of-way line to a set 5/8" iron rod with cap and being the start of a curve to the left having a central angle of 47 20' 40", a radius of 1,567.18', a chord bearing of S 03 45' 52" W, a chord distance of 1,258.46';

THENCE with said curve to the left and with said west right-of-way line of Bay Area Boulevard an arc distance of 1,294.99' to a set 5/8" iron rod with cap;

THENCE S 19 54' 29" E - 1,006.88', with said west right-of-way line to a found 5/8" Iron rod with cap and being the start of a curve to the right having a central angle of 19 10' 05", a radius of 1,488.80', a chord bearing of S 10 19' 30" E, a chord distance of 495.75';

THENCE with said curve to the right and with said west right-of-way line of Bay Area Boulevard an arc distance of 498.07' to the POINT OF BEGINNING and containing 234.6733 acres of land, more or less.

RP-2017-544919

Exhibit B
Permitted Exceptions

1. Easement for pipeline purposes granted to Shell Pipeline Corporation by instrument recorded in Volume 1272, Page 188 of the Deed Records of Harris County, Texas, as shown on survey dated June 26, 2017, last revised December 5, 2017, prepared by N.M. Mathis, R.P.L.S. No. 4517, of Prejean & Company, Inc., Job No. 325-2 (the "Survey").
2. Easement for pipeline purposes Fifty (50) feet in width as granted to the United States of America (now held by Texas Eastern Transmission Corporation) as evidenced by instrument recorded in Volume 1544, Page 470 of the Deed Records of Harris County, Texas as to Tract 6A & Tract 8 as defined therein, as shown on the Survey.
3. Easement for pipeline purposes Twenty (20) feet in width as granted to Gulf Refining Company and Gulf Oil Corporation by instrument recorded in Volume 2329, Page 48 of the Deed Records of Harris County, Texas, as shown on the Survey.
4. Easements for public utility purposes Ten (10) and Twenty (20) feet in width granted to the City of La Porte, as evidenced by instrument recorded under Harris County Clerk's File No. E639031, as shown on the Survey.
5. Big Three Industries, Inc. pipe line easement 5 feet in width as set forth and defined in instrument dated March 29, 1983 filed for record under Harris County Clerk's File No. J731901, as shown on the Survey.
6. A 1/8th non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property reserved by W. D. Mayes, et al., as set forth in instrument recorded in Volume 3052, Page 263 of the Deed Records of Harris County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
7. A 1/8th non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property reserved by James E. Stewart in instrument recorded in Volume 3131, Page 350 of the Deed Records of Harris County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
8. An undivided 1/16 non-participating mineral royalty interest reserved by Joseph Alexander Morris and Charles Ray Morris in instrument recorded in Volume 8076, Page 11 of the Deed Records (D145552) of Harris County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
9. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

10. A sanitary sewer and waterline easement granted to the City of La Porte containing 1.3403 acres, more or less, as set forth in instrument recorded under Harris County Clerk's File No. X626686 and being more particularly described by metes and bounds attached thereto, as shown on the Survey.
11. Easement Agreement for Access by and between PPG Industries, Inc. (Grantor) and Jonny Steeland, and wife, Bonnie Steeland (Grantee) recorded under Harris County Clerk's File No. RP-2016-554119, as shown on the Survey.
12. Tax and Platting Agreement – LaPorte, dated effective January 22, 2013, by and between PPG Industries, Inc., a Pennsylvania corporation, and Eagle US 2, LLC, a Delaware limited liability company.
13. Emergency Assistance Compact, by and between City of La Porte, Texas, PPG Industries, Inc., a Pennsylvania corporation, and Robert Grant Sexton.
14. Lease, dated effective as of February 28, 2015, as amended on June 1, 2017, by and between PPG Industries, Inc., a Pennsylvania corporation, and Robert Grant Sexton.

RP-2017-544919

Exhibit B
Permitted Exceptions

1. Easement for pipeline purposes granted to Shell Pipeline Corporation by instrument recorded in Volume 1272, Page 188 of the Deed Records of Harris County, Texas, as shown on survey dated June 26, 2017, last revised December 5, 2017, prepared by N.M. Mathis, R.P.L.S. No. 4517, of Prejean & Company, Inc., Job No. 325-2 (the "Survey").
2. Easement for pipeline purposes Fifty (50) feet in width as granted to the United States of America (now held by Texas Eastern Transmission Corporation) as evidenced by instrument recorded in Volume 1544, Page 470 of the Deed Records of Harris County, Texas as to Tract 6A & Tract 8 as defined therein, as shown on the Survey.
3. Easement for pipeline purposes Twenty (20) feet in width as granted to Gulf Refining Company and Gulf Oil Corporation by instrument recorded in Volume 2329, Page 48 of the Deed Records of Harris County, Texas, as shown on the Survey.
4. Easements for public utility purposes Ten (10) and Twenty (20) feet in width granted to the City of La Porte, as evidenced by instrument recorded under Harris County Clerk's File No. E639031, as shown on the Survey.
5. Big Three Industries, Inc. pipe line easement 5 feet in width as set forth and defined in instrument dated March 29, 1983 filed for record under Harris County Clerk's File No. J731901, as shown on the Survey.
6. A 1/8th non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property reserved by W. D. Mayes, et al., as set forth in instrument recorded in Volume 3052, Page 263 of the Deed Records of Harris County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
7. A 1/8th non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property reserved by James E. Stewart in instrument recorded in Volume 3131, Page 350 of the Deed Records of Harris County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
8. An undivided 1/16 non-participating mineral royalty interest reserved by Joseph Alexander Morris and Charles Ray Morris in instrument recorded in Volume 8076, Page 11 of the Deed Records (D145552) of Harris County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
9. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

10. A sanitary sewer and waterline easement granted to the City of La Porte containing 1.3403 acres, more or less, as set forth in instrument recorded under Harris County Clerk's File No. X626686 and being more particularly described by metes and bounds attached thereto, as shown on the Survey.
11. Easement Agreement for Access by and between PPG Industries, Inc. (Grantor) and Jonny Steeland, and wife, Bonnie Steeland (Grantee) recorded under Harris County Clerk's File No. RP-2016-554119, as shown on the Survey.
12. Tax and Platting Agreement – LaPorte, dated effective January 22, 2013, by and between PPG Industries, Inc., a Pennsylvania corporation, and Eagle US 2, LLC, a Delaware limited liability company.
13. Emergency Assistance Compact, by and between City of La Porte, Texas, PPG Industries, Inc., a Pennsylvania corporation, and Robert Grant Sexton.
14. Lease, dated effective as of February 28, 2015, as amended on June 1, 2017, by and between PPG Industries, Inc., a Pennsylvania corporation, and Robert Grant Sexton.

RP-2017-544919

RP-2017-544919
Pages 11
12/12/2017 01:32 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$52.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2017-544919

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>4-9-18</u>	<u>Budget</u>
Requested By: <u>Ken Adcox</u>	Source of Funds: _____
Department: <u>Police</u>	Account Number: _____
Report: ___ Resolution: <u>X</u> Ordinance: _____	Amount Budgeted: _____
Exhibits: <u>Resolution for JAG Grant – Neighborhood Storefront & Community Outreach Program</u>	Amount Requested: _____
Exhibits: <u>JAG Grant Application</u>	Budgeted Item: YES NO
Exhibits _____	

SUMMARY & RECOMMENDATION

The police department has prepared a federal Justice Assistance Grant (JAG) application to support the department's community policing efforts, including the department's operations at the new Neighborhood Storefront & Community Outreach Center on South Broadway.

If selected and awarded, the grant would fund the purchase of a computerized child recovery system, which would allow the department to fingerprint and photograph individual children, producing an individualized ID card that would be provided to parents. Should the child be abducted or become missing for any reason in the future, the ID card could quickly be provided to Law Enforcement and would assist in the recovery of lost, kidnapped, or endangered children. The system would be housed full-time at the Neighborhood Center, where parents could drop in with their children during business hours to have an ID made free of charge. The system is also portable enough to be taken to different community venues throughout the year, including National Night Out, neighborhood watch group meetings, community fairs, etc.

If selected and awarded, the grant would also fund the purchase of a small electric powered "police marked" vehicle, similar to a golf-cart. The vehicle would be used to patrol various community events where full-sized police vehicles are impractical, such as parades, Sylvan Beach Day, etc. On a day to day basis, the vehicle would be housed at the Neighborhood Center, allowing the storefront officer to quickly and easily traverse the various apartment complexes, walking trails, and neighborhoods in the area. The unique nature and openness of the electric vehicle would also improve interaction and communication with community members as the officer makes his rounds.

A total of \$16,394.00 is being requested as part of the grant to cover the total cost of both items. Although federally funded, the grant is administered by the Criminal Justice Division of the Governor's office of the State of Texas. As part of the grant application process, a Resolution is required agreeing to the terms of the grant and designating the City Manager as the authorized official to sign grant documents and accept the grant if awarded.

This grant is competitive in nature, and will first be reviewed by the Houston-Galveston Area Council (HGAC). If selected and awarded, the grant would be administered on a reimbursement basis, but would require no matching funds on behalf of the City. If the grant is not selected and awarded, the above described items will not be purchased.

Action Required by Council:

Consider approval or other action of a Resolution designating the City Manager as the authorized grant official and approving the grant application for the child identification system and electric vehicle supporting the Neighborhood Storefront & Community Outreach Program, through the Criminal Justice Division, Office of the Governor, State of Texas.

Approved for City Council Agenda

Corby Alexander, City Manager

Date



RESOLUTION

* * * *

WHEREAS, The La Porte City Council finds it in the best interest of the citizens of City of La Porte, that the Neighborhood Storefront and Community Outreach Program be operated for the Fiscal Year 2018-2019 and subsequent years; and

WHEREAS, the La Porte City Council agrees to provide applicable matching funds if appropriate for the said project as required by the Justice Assistance grant application from the Office of the Governor; and

WHEREAS, 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 Corby Alexander, City Manager of the City of La Porte, 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 La Porte City Council approves submission of the grant application for the Neighborhood Storefront and Community Outreach Program to the Office of the Governor.

Grant Number: 3644501

Passed and Approved this 9th of April, 2018.

Signed by:

Authorized Official

ATTEST:

APPROVED:

City Secretary

Mayor, City of La Porte

[Print This Page](#)

Agency Name: City of La Porte Police Department
Grant/App: 3644501 **Start Date:** 10/1/2018 **End Date:** 9/30/2019

Project Title: Neighborhood Storefront and Community Outreach Program
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746001552

Application Eligibility Certify:

Created on: 2/16/2018 1:11:55 PM By: Ron Parker

Profile Information

Applicant Agency Name: City of La Porte Police Department
Project Title: Neighborhood Storefront and Community Outreach Program
Division or Unit to Administer the Project: Police
Address Line 1: 3001 North 23rd Street
Address Line 2:
City/State/Zip: La Porte Texas 77571-6125
Start Date: 10/1/2018
End Date: 9/30/2019

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Harris
Counties within Project's Impact Area: Harris

Grant Officials:

Authorized Official

User Name: Corby Alexander
Email: alexanderc@laportetx.gov
Address 1: 604 West Fairmont Parkway
Address 1:
City: La Porte, Texas 77571
Phone: 281-471-5020 Other Phone:
Fax: 281-842-1259
Title: Mr.
Salutation: Mr.
Position: City Manager

Project Director

User Name: Ron Parker
Email: parkerr@laportetx.gov
Address 1: La Porte Police Department
Address 1: 3001 23rd Street
City: La Porte, Texas 77571
Phone: 281-471-3810 Other Phone: 281-898-0272
Fax: 281-470-1590
Title: Mr.
Salutation: Deputy Chief
Position: Deputy Chief of Police

Financial Official

User Name: Gay Collins
Email: collinsg@laportetx.gov
Address 1: 604 W Fairmont Pkwy
Address 1:
City: La Porte, Texas 77571
Phone: 281-470-5045 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Accountant

Grant Writer

User Name: Ron Parker
Email: parkerr@laportetx.gov
Address 1: La Porte Police Department
Address 1: 3001 23rd Street
City: La Porte, Texas 77571
Phone: 281-471-3810 Other Phone: 281-898-0272
Fax: 281-470-1590
Title: Mr.
Salutation: Deputy Chief
Position: Deputy Chief of Police

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746001552

Data Universal Numbering System (DUNS): 010804755

Narrative Information

Introduction

This application is for grants under the Justice Assistance Grant (JAG) Program.

Please read the [funding announcement](#) for program rules and application guidelines and review the [Guide to Grants, Grantee Conditions and Responsibilities](#) and [Standard Certifications and Requirements](#) - all available at [CJD's resources webpage](#) - for standard rules and conditions the applicant agrees to when certifying an application.

[How to Apply for a CJD Grant](#) contains special instructions for this application, and [Developing a Good Project Narrative](#) is essential reading for drafting effective responses to the nine boxes below in the "Project Narrative" section. Both are also available at [CJD's resources webpage](#), and applicants wishing to receive a grant should review them closely. Applicants that fail to adequately respond to the prompts will NOT be selected by CJD for funding.

Applications for local or regional projects under this announcement will first be reviewed and ranked by the relevant regional Council of Governments' (COG) Criminal Justice Advisory Committee, and some COGs have additional, mandatory application procedures. Applicants should contact their COG's criminal justice planner early as possible for instructions. The local criminal justice planners are also the first, best contact for questions regarding the application or program, and [their contact information can be found here](#).

Unless otherwise specifically instructed, DO NOT UPLOAD ATTACHMENTS with further information. Use the space provided here to address any aspects of the project you consider relevant.

Section 1: Program-Specific Questions

A. Specialty Courts

If applicant applying to fund a specialty court operating under Ch. 121 of the Texas Government Code, enter the **CJD ID for the court** (list available [here](#)). If applicant is not, enter "0":

0

B. Drug Testing

If the project tests program participants for drugs or alcohol, describe the testing policy, including the method used for testing and the frequency of testing for participants. Enter 'N/A' if the project does not have participants or those participants are not drug tested.

N/A

C. Juvenile Case Managers

Select the option that best describes the support for juvenile case managers (including programs administered by juvenile case managers) in this project:

- No support for juvenile case managers
 Support for juvenile case managers to address truancy only
 Support for juvenile case managers to address juvenile crime

If this project includes support for juvenile case managers, select all options that apply. The juvenile case managers under this project will be employed or co-employed by:

- A truancy court under Chapter 65, Texas Family Code
 An independent school district
 A juvenile probation department
 A juvenile criminal court
 Another type of entity

This project does not support juvenile case managers

If this project supports juvenile case managers, list the names of the entities employing, co-employing, or utilizing the case managers, including the name of the truancy court and the name of the school district (if applicable). Projects that do not support juvenile case managers should enter N/A:

N/A

If this project supports juvenile case managers, list any of the entities entered immediately above that currently employ juvenile case managers. If the project does not support juvenile case managers or none of the entities currently employ them, enter N/A:

N/A

If the applicant is applying for funds to support a juvenile case manager, check all that apply (all other applicants select the last option):

- Each county of the applicant retains funds collected under Sec. 102.015, Texas Code of Criminal Procedure
 Each municipality of the applicant retains funds collected under Sec. 102.015, Texas Code of Criminal Procedure
 Each county of the applicant currently collects fees to support juvenile case managers under Sec. 102.0174, Texas Code of Criminal Procedure
 Each municipality of the applicant currently collects fees to support juvenile case managers under Sec. 102.0174, Texas Code of Criminal Procedure
 Each county of the applicant has established a judicial trust fund under Sec. 36.001, Texas Government Code
 Each municipality of the applicant has established a judicial trust fund under Sec. 36.001, Texas Government Code
 Applicant is not applying for funds to support a juvenile case manager

D. Evaluation Projects

This section regards any evaluation budget line item and/or selection of "Program Evaluation" as a project activity.

Tier-One Evaluations

Evaluations of programs that have been implemented and the evaluations will test the fidelity of the program based on proven models or best-practices. The evaluation also will review available program output and outcome information.

Does this application include a tier-one evaluation?

- Yes
 No

If you answered 'YES' above, describe below the best practices/model to be used in a fidelity and performance evaluation, the goal(s) of the evaluation, and why it is needed. If you answered 'No' above, enter 'N/A'.

N/A

Tier-Two Evaluations

Evaluations directed at measuring the effectiveness of proposed new program models or significant changes in present program models. The goal of tier-two evaluations is both to measure the program's effectiveness and to produce data and evidence necessary for others to replicate the program models and to develop best practices that CJD can use in supporting similar efforts.

Does this application include a tier-two evaluation?

- Yes
 No

If you answered 'YES' above, describe below why this new program model is needed and the goal(s) of the evaluation. If you answered 'No' above, enter 'N/A'.

N/A

If you answered **NO** to both questions above, check this box.

E. Sustainment

How many additional years, beyond this request, do you plan to request continuation funding?

0

1) If you entered three (3) years or fewer, provide a brief explanation of your sustainment plan (If you entered more than three years or the project will not be sustained, enter 'N/A'):

N/A

2) If you entered more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible (if you entered three years or fewer or the project will not be sustained, enter 'N/A'):

N/A

Section 2: Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

A. Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

B. Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

C. Bulletproof Vests

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

D. Uniform Crime Reports

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the twelve previous months.

E. Criminal History Reporting

The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015.

F. DNA Testing of Evidentiary Materials

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

G. Interoperable Communications

Funds to support emergency communications activities must ensure compliance with the FY 2015 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) for Texas.

H. Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

I. Specialty Court Certifications

If the applicant is a specialty court operated under Ch. 121 of the Texas Government Code, the following certifications apply:

1. The specialty court will develop and maintain written policies and procedures for the operation of the program.
2. The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

J. Generated Program Income

Unless specifically and explicitly authorized to do otherwise by OOG, at OOG's sole discretion, the applicant will report Generated Program Income (GPI), which includes any portion of fees collected from program participants and retained by the grantee. GPI will be applied to the grant through a grant adjustment. GPI must be used to offset project costs and must be expended prior to seeking payment from OOG.

K. Immigration and Customs Enforcement Requests

The full text of this certification can be found [here](#). To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement.

All applicants must select one of the following options:

Applicant is not a county or municipal government

Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time

Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.

Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found on the aforementioned CJD website. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

L. Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Matt Hartieb

Enter the Address for the Civil Rights Liaison:

La Porte City Hall 604 West Fairmont La Porte, TX 77571-6125

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(281) 471-5020

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

I certify to all of the application content & requirements.

Project Abstract :

The La Porte Police has recently opened a store front police office in a high crime area of the city, an area which accounts for over fifty percent of the entire city's crime rate on part I crimes in Uniform Crime Reporting. This area includes a number of lower income apartment complexes and there is a substantial population in this geographic area that includes children from ages 0 to 18. Many of these youths are considered at risk due to the high crime in the area, truancy and school absenteeism, drug/narcotic use, runaways, etc. In addition, many parents of such children in the area are customarily in trouble with law enforcement. Property crimes and Crimes Against Persons are prevalent in this area and mobile patrols are expected to reduce such crime.

Problem Statement :

As stated above, many children are at risk of endangered safety, etc due to the challenges noted in the abstract statement. Since many of these youths are at risk, the police department has difficulty in keeping up with their identifications, current photography to aid in re-locating them if they disappear, etc. The police department is seeking tools to aid in such recoveries if the need arises. The department is also asking for funding for an electric powered vehicle that is much smaller than a typical vehicle. The area of the city where will this will be used is where a new police storefront will be used. There are many trail systems in the area, very narrow streets and typical vehicular use is not possible.

Supporting Data :

Uniform Crime Reports and crime analysis shows this area of the city, specifically on South Broadway and the surrounding neighborhoods in the southeastern part of the city, to be a potentially high risk area for children under age 18.

Project Approach & Activities:

The La Porte Police Department proposes to purchase a forensics child identification system to aid in potentially recovering and/or identifying any youths or children that may disappear or become victim(s) of crime in the targeted area. The system will include a digital photography system, printer, related supplies, related software for documentation of facial features, scars, unique marks, finger prints, etc., durable plastic id cards, and computer system for use of this system, carrying case, installation and training. There will be a total of two of these systems, one maintained at the police storefront location and one at police headquarters. In addition, the electric vehicle with police markings will be used in the area of the storefront to aid in our community outreach efforts there for visibility, and traversing down trail paths, very narrow roadways, etc. The visibility will aid us in reducing crime in that area, which accounts for more than fifty percent of our city's overall crime.

Capacity & Capabilities:

The La Porte police department has the resources and capabilities to carry out this particular project, if funding for the applicable resources is granted.

Performance Management :

Performance measurement will be carried out by gathering statistics on how many children are utilized in the use of this particular system. Currently, no children are being identified nor is any information being gathered by the police department on such high risk youths. In addition, we will examine reported crime before and after our deployment of the electric powered vehicle.

Data Management:

N/A

Target Group :

Children, ages 0-18.

Evidence-Based Practices:

N/A

Project Activities Information**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

For the activities under the "OOG-Defined Project Activity Area" section near the end of this page, see *CJD Grant Activities and Measures* for definitions and related measures, available at [CJD's resources page](#).

Estimated Individuals Participating/Served/Trained

This question is for the majority of CJD grants that serve or train individuals, or has individuals participating in a program. This question does not apply to projects that ONLY purchase equipment, etc., that will be used generally (such as purchasing a colposcope, vehicle, or communications system), or target the general public (a public awareness campaign, etc.). Please estimate the following for the project period, or if this does not apply to your project, enter "0" in each box.

Number of individuals NEWLY enrolled or BEGAN being served:

0

Number of carry-over individuals enrolled/being served in the program at the beginning of the project period:

0

Number of individuals who will successfully complete the program / full course of services:

0

Choose one:

My program does not serve or enroll specific individuals

- My program's typical designed (Ideal) length is best measured in HOURS of services delivered/ enrollment for each individual
 My program's typical designed (Ideal) length is best measured in DAYS of services delivered/ enrollment for each individual

Enter the number of hours or days (depending on selection above) of the typical designed (ideal) length of the program for each individual. Enter "0" if you indicated that your program does not serve or enroll specific individuals:

0

Special Project Types and Information

Select **all** special project types that apply to your project.

Task forces: Project will support the operations and coordination activities of a task force.

Yes

No

If you answered 'YES' above, enter the name of the task force. If you selected **No**, enter **N/A**.

N/A

If you answered 'YES' above, enter the agencies or organizations that participate in the above-named task force. If you selected **No**, enter **N/A**.

N/A

Gang activity: Project involves a focus specifically on gang activity.

Yes

No

Transnational and organized crime: Project involves a focus specifically on transnational and organized crime.

Yes

No

Border activities: Project involves a focus specifically related to the Texas-Mexico border.

Yes

No

Human trafficking (select all that apply):

- Project focuses on human trafficking
 Project specifically focuses on trafficking of minors
 Project specifically focuses on trafficking of adults
 Project specifically focuses on sex trafficking
 Project specifically focuses on labor trafficking
 Project does not have any particular focus on human trafficking

Juvenile Justice Projects

Select **all** categories that describe the project's juvenile crime activities. Definitions are available [here](#).

- Diversion
 Mental health services
 Aftercare/reentry
 After-school programs
 Alternatives to detention
 Community-based programs and services
 Delinquency prevention
 Girl-focused services
 School programs
 Substance and alcohol abuse
 Disproportionate minority contact
 Mentoring, counseling and training programs
 Job training
 Aptitude testing
 Diversion in a rural setting
 Project does NOT have a particular focus on juvenile crime

Campus-Based Projects

This project is based on -- or serves -- one or more specific educational campuses (K-12 or higher education).

How many TOTAL students at ALL campuses will be served by the project? (enter "0" if this project is not based on -- or serves -- specific educational campuses):

0

List each educational campus that will be served by this project. Enter 'N/A' if this project is not based on -- or serves -- specific educational campuses.

N/A

Crime or Victim Type

This question is for justice projects that target specific crimes and ALL victim services projects. Others may enter "100" under "All other crimes". Applicants to serve victims of or prosecute/investigate/prevent exclusively child sex trafficking victims should assign 100% to that category.

Select the type(s) of crime or crime victim this project targets and provide the percentage of time dedicated to each. Applicants with projects that target multiple-offense offenders or multiple-victimization victims should assign percentages that best describe the activity. Percentages may not exceed 100%.

Sexual assault (%):

0

Domestic abuse (%):

0

Child abuse (%):

0

DUI / DWI (crashes for victim services) (%):

0

Survivors of homicide (%):

0

Assault (%):

0

Adults molested as children (%):

0

Elder abuse (%):
0
 Robbery (%):
0
 Stalking (%):
0
 Dating/acquaintance violence (%):
0
 Human trafficking (%):
0
 Child sex trafficking (%):
0
 All Other Crimes / No Specific Crimes or Victims Targeted (%):
0

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Forensics Childrens Identification Kit to aid in storing digital information on children and in identifying children in high risk situations such as runaway, lost, kidnapped, etc. Also an electric powered police marked vehicle for patrol in area of one of our storefronts where there are trail paths and roadways too narrow for typical patrol vehicle movement or use.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
*REQUIRED TOTAL: Equipment or technology: Individuals/operators equipped	1
*REQUIRED TOTAL: Equipment or technology: Organizations directly using	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Section 1: Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Section 2: Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Yes

No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

N/A

Section 3: Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Yes

No

N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Yes

No

N/A

Section 4: Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2018

Enter the End Date [mm/dd/yyyy]:

9/30/2019

Section 5: Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

113906

Enter the amount (\$) of State Grant Funds:

67227

Section 6: Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Yes

No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

6/26/2017

Section 7: Equal Employment Opportunity Plan

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the Certification Form and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity

Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- Type I Entity
 Type II Entity
 Type III Entity

Section 8: Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Section 9: FFATA Certification**Certification of Recipient Highly Compensated Officers**

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

n/a

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

n/a

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

n/a

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

n/a

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

n/a

Position 5 - Total Compensation (\$):

0

0

Fiscal Capability Information**Section 1: Organizational Information**

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
 No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
 No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
 No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
 No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
 No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
 No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
 No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
 No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
 No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
 No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Specialty Cameras and Accessories	CHILD ID CAMERA, PRINTER, AND ACCESSORIES SYSTEM TO AID IN DOCUMENTING AND RECOVERY OF LOST/KIDNAPPED/ENDANGERED CHILDREN, \$5095.	\$5,095.00	\$0.00	\$0.00	\$0.00	\$5,095.00	1
Equipment	Specialty Vehicle	Electric powered police vehicle with police markings to be used in area of city where storefront is located, and there are many walking trails, and narrow streets where conventional police vehicles cannot be utilized.	\$11,299.00	\$0.00	\$0.00	\$0.00	\$11,299.00	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$16,394.00	\$0.00	\$0.00	\$0.00	\$16,394.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$16,394.00	\$0.00	\$0.00	\$0.00	\$16,394.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as User Name: lppd2007

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>April 9, 2018</u>
Requested By: <u>Ian Clowes, Richard Mancilla</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 Recommendation Letter
 Existing Land Use Map
 Proposed Land Use Map

SUMMARY & RECOMMENDATION

This item is a request for consideration to amend the city’s Future Land Use Plan in conjunction with a request by Doak Brown of Brownstone Ventures, LLC, applicant, on behalf of Bayforest Ranch, Ltd, owner, who is seeking approval of a SCUP to allow for a proposed Class “A” multi-family apartment complex. The property in question is a 20 acre tract of land located on the east side of SH 146 north of Wharton Weems Blvd. and is legally described as Tract 1L, Abstract 35, J Hunter Survey.

The city’s Future Land Use Plan (FLUP) identifies the subject property as “Mid-High Density Residential, “Commercial,” and “Mixed Use”. In order to accommodate the proposed zone change, the FLUP would need to be amended to show the property as a singular “Mid-High Density Residential”.

The Planning and Zoning Commission, at their February 15, 2018 regular meeting, voted 8-0 to recommend approval of the proposed Future Land Use Amendment.

Action Required by Council:

1. Conduct public hearing.
2. Consider action on a recommendation by the Planning and Zoning Commission to approve an Ordinance amending the City’s Future Land Use Plan for a 20 acre tract of land known as Tract 1L, Abstract 35, J Hunter Survey, located on the east side of SH 146 north of Wharton Weems Blvd. and as depicted in the attached exhibit.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN UPDATE TO THE FUTURE LAND USE MAP COMPONENT OF THE COMPREHENSIVE PLAN OF THE CITY OF LA PORTE, TEXAS UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 211.004 of the Texas Local Government Code provides that zoning regulations must be adopted in accordance with a Comprehensive Plan;

WHEREAS, Section 213.003 of the Texas Local Government Code provides that a municipality may amend a Comprehensive Plan by ordinance, after public hearing and review by the municipality's planning commission or department; and

WHEREAS, Section 213.003 of the Texas Local Government Code also provides that a municipality may establish, in its charter or by ordinance, procedures for adopting and amending a Comprehensive Plan; and

WHEREAS, Chapter 106, "Zoning" Article I, Section 106-3, and Article II, Section 106-65 of the Code of Ordinances of the City of La Porte, delegates to the Planning and Zoning Commission the duty to review and make recommendations relevant to modifications of the Comprehensive Plan and Zoning Ordinance; and

WHEREAS, the City of La Porte has a Comprehensive Plan, which Plan was adopted by the City Council of the City of La Porte, Texas in 1986, and which Plan has been the subject of multiple amendments since its adoption;

WHEREAS, pursuant to mandate of Chapter 106, "Zoning" of the Code of Ordinances of the City of La Porte, the Planning and Zoning Commission of the City of La Porte has reviewed all elements of the Comprehensive Plan, and as duly approved by the City Council of the City of La Porte, to consider possible amendments thereto; and

WHEREAS, at the La Porte Planning and Zoning Commission meeting which occurred on February 15, 2018, the La Porte Planning and Zoning Commission reviewed the Future Land Use Map component of the Comprehensive Plan for the purpose of considering proposed amendments thereto, to change the designation for that 20 acre tract of land generally located on the east side of SH 146. north of Wharton Weems Blvd., and legally described as follows: T tract 1L, Abstract 35, J Hunter Survey, Town of La Porte, Harris County, Texas, from its present designation of "Mid-High Density Residential," "Commercial," and "Mixed Use", to "Mid-High Density Residential", and at the conclusion of such review the La Porte Planning and Zoning Commission voted to recommend to the La Porte City Council such amendments be made to the Future Land Use Plan component of the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED BY

THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, THAT:

Section 1 That an amendment to the Future Land Use Map component of the Comprehensive Plan of the City of La Porte, Texas, which is incorporated to this ordinance by reference herein and attached hereto as Exhibit A, be and is hereby authorized, approved, and adopted by the City Council of the City of La Porte, Texas, after duly noticed public hearing held at its April 9, 2018 meeting, pursuant to the recommendations of the Planning and Zoning Commission of the City of La Porte, Texas.

Section 2 The City Secretary of the City of La Porte or her designated representative shall be required to make this amendment to the Comprehensive Plan available to the public and duly mark and note the updated reference on the Future Land Use Plan component of the Comprehensive Plan of the City of La Porte, Texas.

Section 3 The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject to 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 4 This Ordinance shall be in effect from and after its passage and approval.
Passed and approved this the 9th day of APRIL 2018.

CITY OF LA PORTE, TEXAS

By: _____

Louis R. Rigby, Mayor

ATTEST:

By: _____

Patrice Fogarty, City Secretary

APPROVED:

By: _____

Clark Askins, Assistant City Attorney



February 16, 2018

Honorable Mayor Rigby and City Council
City of La Porte

RE: Request #18-9100002 to Amend the Future Land Use Map

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a meeting on February 15, 2018 on a request to amend the City's Future Land Use Plan as adopted in the Comprehensive Plan for a 20 acre tract of land located on the east side of SH 146 north of Wharton Weems Blvd. and legally described as Tract 1L, Abstract 35, J Hunter Survey. The request was for approval of a change of the future land use designation from "Mid-High Density Residential," "Commercial," and "Mixed Use" to "Mid-High Density Residential" use

The Commission voted 8-0 to recommend approval of the proposed amendments to the City's Future Land Use Map.

Respectfully submitted,

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

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

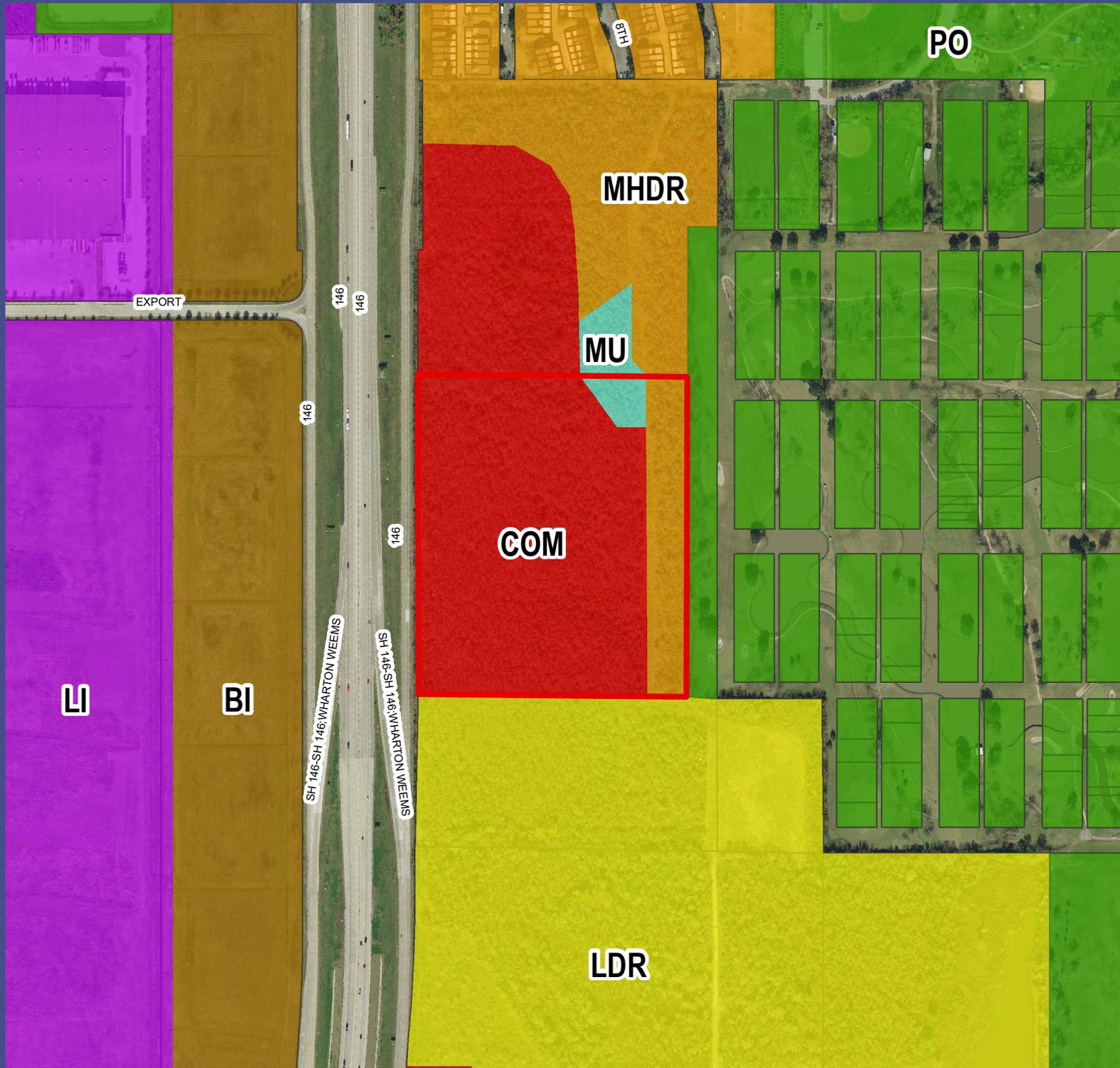


EXHIBIT A

FLUP MAP

SCUP

18-91000002

East SH 146

Legend

 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 = 421 feet



FEBRUARY 2018
PLANNING DEPARTMENT

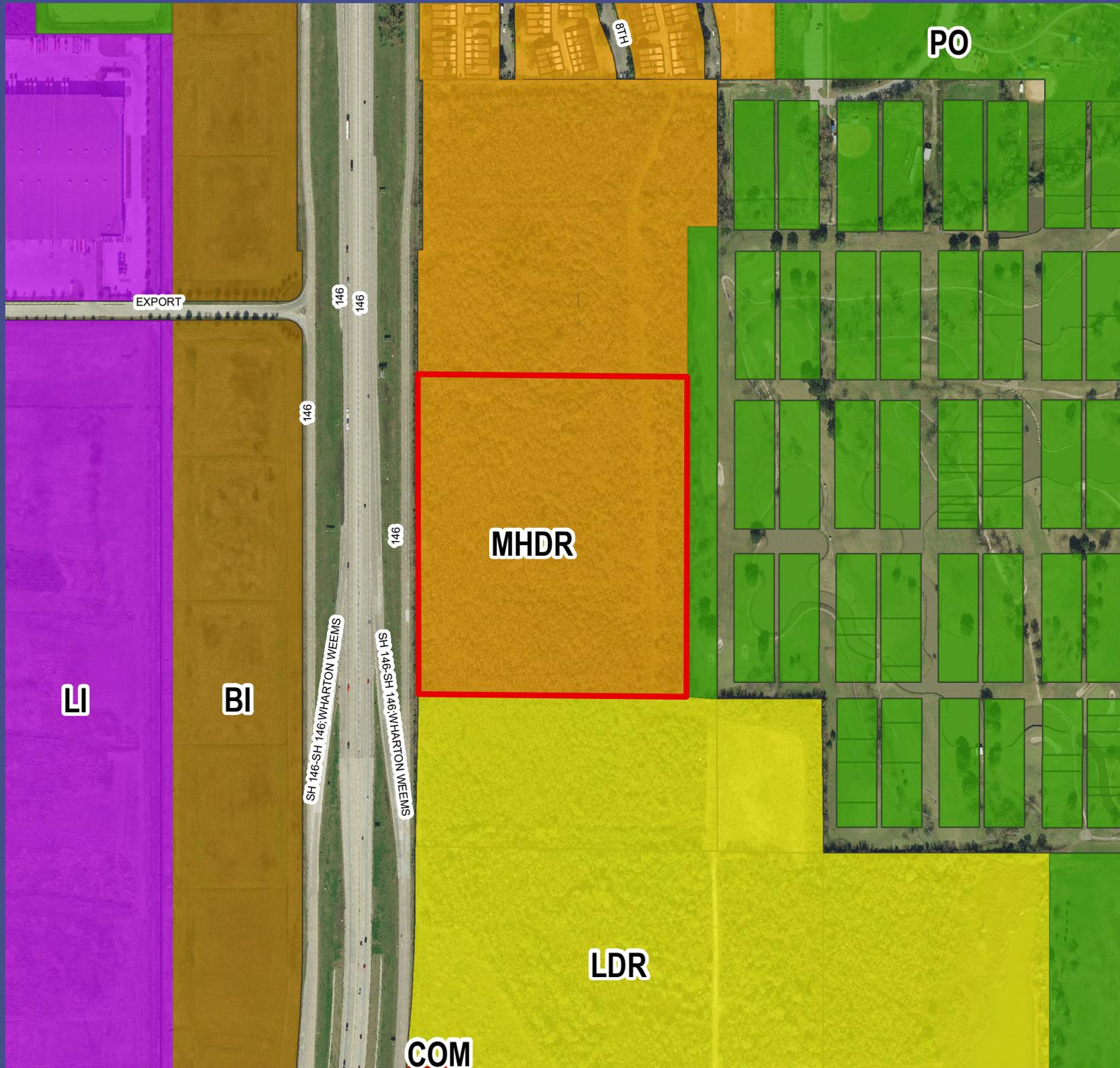


EXHIBIT B

**PROPOSED
FLUP**

**SCUP
18-91000002**

East SH 146

Legend

 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 = 421 feet



**FEBRUARY 2018
PLANNING DEPARTMENT**

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>April 9, 2018</u>
Requested By: <u>Ian Clowes, Richard Mancilla</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**
 - Proposed SCUP**
 - P&Z Recommendation Letter**
 - Applicant Information and Request**
 - Zoning Map**
 - Land Use Map**
 - General Plan**

SUMMARY & RECOMMENDATION

Applicant, Doak Brown of Brownstone Ventures, LLC, on behalf of Bayforest Ranch, Ltd, owner, is seeking approval of a SCUP to allow for the development of Class “A” multi-family apartment complex in the PUD Zoning District. The property in question is a 20 acre tract of land located on the east side of SH 146 north of Wharton Weems Blvd. and is legally described as Tract 1L, Abstract 35, J Hunter Survey.

The property is currently undeveloped. Previously, a SCUP had been approved for this site for La Porte Town Center, a mixed use commercial and mid/high density residential project. This approved SCUP expired on February 27, 2018 due to a lack of activity.

The newly proposed project will consist of 17 individual residential buildings with a club house/fitness facility and pool area. The total number of units will not exceed 294 allowing for a proposed density of 15.5 units per acre. The site will include an internal wet bottom detention lake that will also buffer the buildings on the eastern edge of the property from the existing City Golf Course.

Staff did not receive any notices in favor or opposition to the proposed project.

The Planning and Zoning Commission, at their February 15, 2018 regular meeting, voted 8-0 to recommend approval of the proposed SCUP, with the following conditions:

1. A site development plan shall be submitted in accordance with applicable requirements of the City of La Porte’s Development Ordinance and shall comply with

all provisions of Chapter 106, "Zoning" of the City's Code of Ordinances and all other department reviews and applicable laws and ordinances of the City of La Porte and the State of Texas.

2. Permitted use on site will be described as Multi-family.
3. The underlying zoning will be R-3. All Multi-family development requirements will need to be met.
4. All fire code requirements must be met, specifically regarding total number of required ingress and egress points. Approved General Plan must reflect these requirements.
5. Permitted density will not exceed 15.5 units/acre. This is in contrast to section 106-33 (a) of the City of La Porte Zoning Ordinance.
6. A Traffic Impact Analysis will be performed and submitted to the city for review prior to approval of the required site plan.
7. All necessary documentation for building permit review must be submitted in conjunction with the city's building permit application process.
8. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, "Zoning" of the City's Code of Ordinances.
9. Drainage requirements must meet Harris County Flood Control District standards. (added by P&Z Commission)
10. Property will be developed as a Class A facility based upon rates and amenities proposed by the Developer. (added by P&Z Commission)

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 for SCUP #18-91000002

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. 18-9100002, TO ALLOW FOR THE DEVELOPMENT OF A MULTI-FAMILY APARTMENT COMPLEX IN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, ON A 20 ACRE TRACT OF LAND AND BEING LEGALLY DESCRIBED AS TRACT 1L, ABSTRACT 35, J HUNTER SURVEY, 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 #18-9100002, attached hereto as Exhibit A and incorporated by reference for all purposes, to allow for the development of a multi-family apartment complex on a 20 acre tract of land, said tract being legally described as Tract 1L, Abstract 35, J Hunter Survey, LaPorte, 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 9th day of APRIL, 2018.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark Askins, Assistant City Attorney

8. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, "Zoning" of the City's Code of Ordinances.
9. Drainage requirements must meet Harris County Flood Control District standards.
10. Property will be developed as a Class A facility based upon rates and amenities proposed by the Developer.

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



February 16, 2018

Honorable Mayor Rigby and City Council
City of La Porte

RE: Special Conditional Use Permit Request #18-91000002

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a regular meeting on February 15, 2018 to hear a Special Conditional Use Permit request by Doak Brown, applicant, on behalf of Bayforest Ranch, Ltd, owner; for a Special Conditional Use Permit to allow for the development of a multi-family apartment complex. The subject site is located on the east side of SH 146 north of Wharton Weems Blvd., and is legally described as Tract 1L, Abstract 35, J Hunter Survey. 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 8-0 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: Vacant 20 acre parcel; located on E side of SH 146 north of Wharton Weems Blvd.

Legal description where SCUP is being requested: TR 1L, ABST 35, J Hunter Survey

HCAD Parcel Number where SCUP is being requested: 0402780010034

Zoning District: PUD, Planned Unit Development Lot area: 871,200 sq ft

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

Description of Request: Approval of the proposed conceptual site plan

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

PROPERTY OWNER(S) INFORMATION

Name: Bayforest Ranch, Ltd.

Company (if applicable): Attn: Barry Kahn

Address: 5325 Katy Freeway, Suite 1

City: Houston State: Texas Zip: 77007

Phone: 713-871-0063 Email: [REDACTED]

AUTHORIZED AGENT (If other than owner)

Name: Brownstone Ventures, LLC

Company (if applicable): Attn: Doak Brown

Address: 6517 Mapleridge

City: Houston State: Texas Zip: 77081

Phone: 713-705-3507 Email: [REDACTED]

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: [Signature] Date: 1/17/18

Owner(s)' Signature(s): [Signature] Date: 1/17/18

STAFF USE ONLY:

Case Number:

Date Application Received:



Special Conditional Use Permit Application

Planning and Development Department

AFFIDAVIT OF POSTING

PLANNING AND ZONING COMMISSION PUBLIC HEARING

STATE OF TEXAS

COUNTY OF HARRIS

CITY OF LA PORTE

The undersigned hereby duly swears on oath and says:

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

ADDRESS: 20 acre parcel located on E side of SH 146 North of Wharton Weems Blvd

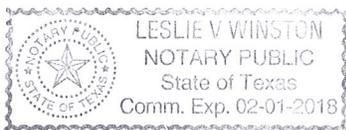
LEGAL DESCRIPTION: TR 1L, ABST 35, J Hunter Survey

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: January 31, 2018.
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.

Doak
Applicant's Signature

Doak Brown
Applicant's Printed Name

Subscribed and sworn before me this 19th day of January, 2018, by Doak Brown (Print Applicant's Name).



(Seal)

Leslie V. Winston
Notary Public

My commission expires: 2/1/18



*The Legacy
at
La Porte*



www.thebrownstonegroup.net

Proposed Development Site :

*East Side of SH 146
South of Fairmont Pkwy and
North of Warton Weems Blvd.*



LEGACY AT LA PORTE - UNIT MIX

	UNIT TYPE	QUANTITY	NET AREA		GROSS AREA	
			PER UNIT	TOTAL	PER UNIT	TOTAL
A	1-BED / 1-BATH	24	748 SF	17,952 SF	831 SF	19,944 SF
B	1-BED / 1-BATH	36	785 SF	28,260 SF	871 SF	31,356 SF
C	2-BED / 2-BATH	40	1,035 SF	41,400 SF	1,099 SF	43,960 SF
D	2-BED / 2-BATH	60	1,043 SF	62,580 SF	1,129 SF	67,740 SF
E	3-BED / 2-BATH	24	1,271 SF	30,504 SF	1,339 SF	32,136 SF
F	1-BED / 1-BATH	60	834 SF	50,040 SF	910 SF	54,600 SF
G	2-BED / 2-BATH	30	1,101 SF	33,030 SF	1,188 SF	35,640 SF
H	1-BED / 1-BATH + STUDY	20	876 SF	17,520 SF	876 SF	17,520 SF
UNIT SUB TOTALS:		294		281,286 SF		302,896 SF
CLUBHOUSE				7,857 SF		11,192 SF
MAINTENANCE				550 SF		550 SF
PROJECT TOTALS:				289,693 SF		314,638 SF

DEVELOPMENT SUMMARY

The Legacy at La Porte (“Legacy”) will be a Class A residential apartment community that provides 294 new luxury units to the City of La Porte. While offering a wide range of residential options – including one, two, and three bedroom floor plans, the interior features and exterior amenities will remain top-notch and exceed similar existing Class A apartment communities in the surrounding cities.

The Legacy has been designed in a Texas Hill Country architectural style, while additionally blending the garden-style-apartment model to accommodate the increasing multi-family market demand in La Porte. Situated on twenty acres of land east of SH 146 between Fairmont Parkway and Wharton Weems Blvd., the Legacy development will serve residents from the increasing petrochemical job growth and economic expansion that is impacting the nearby ship channel. Moreover, this new community will provide luxury apartment options for nearby businesses and working residents in the La Porte vicinity which is not currently available in La Porte.

Rental rates at the Legacy will range from approximately \$1,150 for the smallest one bedroom units up to \$1,700 for the three bedroom units. Residents will be responsible for paying all their utilities and will have the option to rent garages and covered parking for additional fees. Additionally, all residents will need to pass criminal background checks and credit checks.

At Legacy, the interiors will feature luxury kitchens with designer cabinets, stainless steel appliances, luxury plank style flooring, crown molding, granite countertops, full size washers and dryers, and open living areas. Other distinctive features will include pantries, large walk in closets, garden size tubs with enclosed shower areas, desk alcoves in select units, and spacious balconies and patios with convenient outside storage.

The exterior of Legacy will include a pleasurable design of stone, stucco, and cementitious siding construction on two and three story buildings. These attractive Class-A buildings will provide a comfortable residential feel situated around an internal water feature with a heavy use of pleasing landscaping and fencing around the perimeter. The clubhouse will feature a furnished community room with custom home finishes and a fitness center, outdoor grilling areas, along with the Legacy’s resort style swimming pool. Additionally, Legacy will be a gated access community and have attached and detached garages and covered parking options.

The Legacy complies with La Porte’s zoning ordinance except that the development will need to obtain a variance for four items. First, the zoning ordinance only allows 14 units per acre. The Legacy’s proposed density is 14.7 units per acre. Second, the zoning ordinance limits multifamily developments to 180 units. The Legacy is proposing 294 units. Third, the zoning ordinance states that buildings cannot be closer than one-half the sum of the building heights of the two buildings. Fourth, the zoning ordinance prevents 3-story buildings adjacent to planned single family developments.

Legacy is proposing 3 story buildings adjacent to the proposed single family development to the north. The Legacy development site was selected because of its PUD zoning which allows a multifamily use.

We believe that the Legacy is worthy of a variance for density and spacing because La Porte needs this type of housing to be competitive with surrounding communities. There is currently no Class A apartment community in the City of La Porte. The City of La Porte is most likely losing residents who choose to live in surrounding communities despite working in or near the City of La Porte because of the lack of new multifamily developments. The proposed density and number of units of this development allows for nicer amenities than the 14 units per acre and 180 units limitations would allow. Additionally, strict compliance with the zoning ordinance is economically infeasible these days because of the cost of construction associated with Class A multifamily developments.

Expected to exceed \$35 million dollars in development costs at approximately \$120,000 per unit, The Legacy at La Porte will benefit from the Brownstone Companies' experience and expertise in developing and constructing quality residential apartment communities. With successful existing developments in Pasadena, Pearland, Laredo, Bryan/College Station, and multiple other areas throughout Texas and the neighboring Gulf Coast States, the Brownstone Companies will deliver a quality product to the City of La Porte.



PROPERTY DESCRIPTION & LOCATION

<i>Location:</i>	<i>The site is located on the east side of SH 146 south of Fairmont Parkway and north of Warton Weems Blvd.</i>	
<i>Units:</i>	<i>294 Total Units</i>	
<i>Parcel Size:</i>	<i>20.0 Acres</i>	
<i>Density:</i>	<i>14.7 Units per Acre</i>	
<i>Stories:</i>	<i>Two- and Three-Story wood frame construction</i>	
<i>Parking:</i>	<i>502 surface spaces (1.7 per unit)</i>	
<i>Unit Mix:</i>	<i>140 one bedroom / one bath units</i>	<i>(47.6%)</i>
	<i>130 two bedroom / two bath units</i>	<i>(44.2%)</i>
	<i>24 three bedroom / two bath units</i>	<i>(8.2%)</i>
<i>Average Unit Size:</i>	<i>945 square feet</i>	

Unit Amenities

- *Central Heating and Air Conditioning*
- *2 Inch Wooden Mini Blinds*
- *Personal Balcony/Patio with Storage*
- *Brushed Nickel Plumbing Fixtures*
- *Luxury Plank Style Flooring*
- *Designer Ceiling Fans*
- *Deep Kitchen Sinks*
- *Designer Paint and Finish*
- *Built-In Desk (available in some units)*
- *Modern Kitchens with Breakfast Bars*
- *Large Soaking Tubs (available in some units)*
- *Upgraded Shower Heads*
- *Open Concept Floor Plans*
- *Tile Backsplash in Kitchens*
- *Granite Countertops Throughout*
- *Built-In Microwave*
- *USB Charging Ports*
- *Energy Efficient Stainless Steel Appliances*

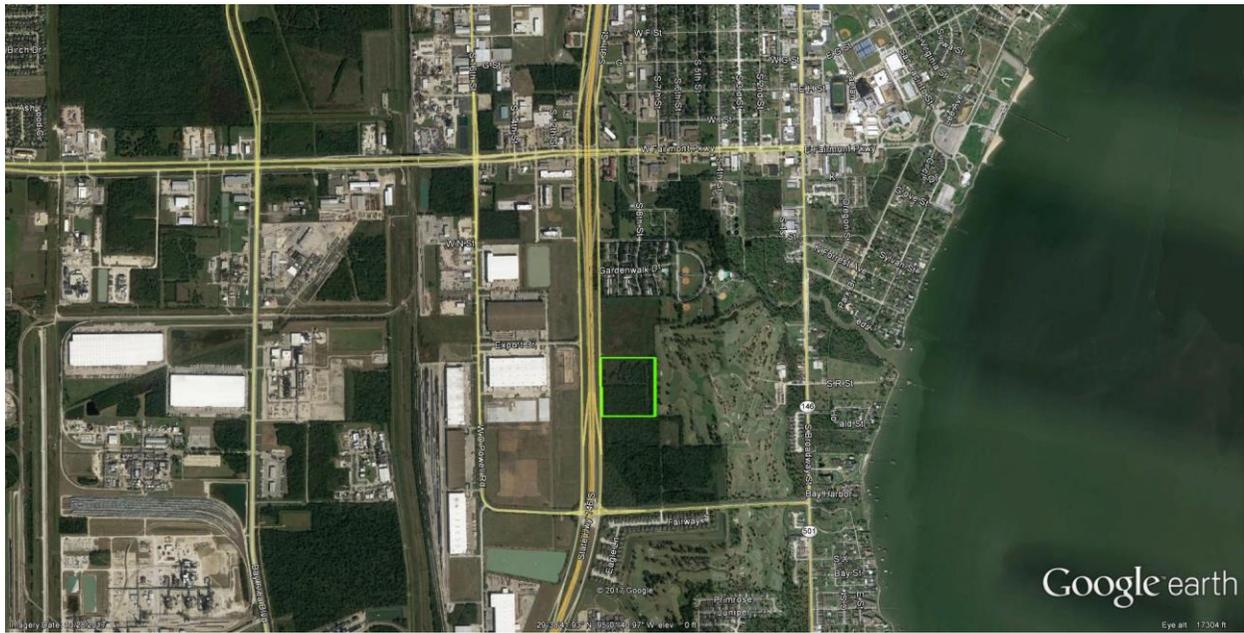
- *Walk-In Closets*
- *Attached and Detached Garages and Carports Available*
- *Two-Tone Paint*
- *Full Size Washer and Dryer*
- *Two Custom Finish Packages Available*

Community Amenities:

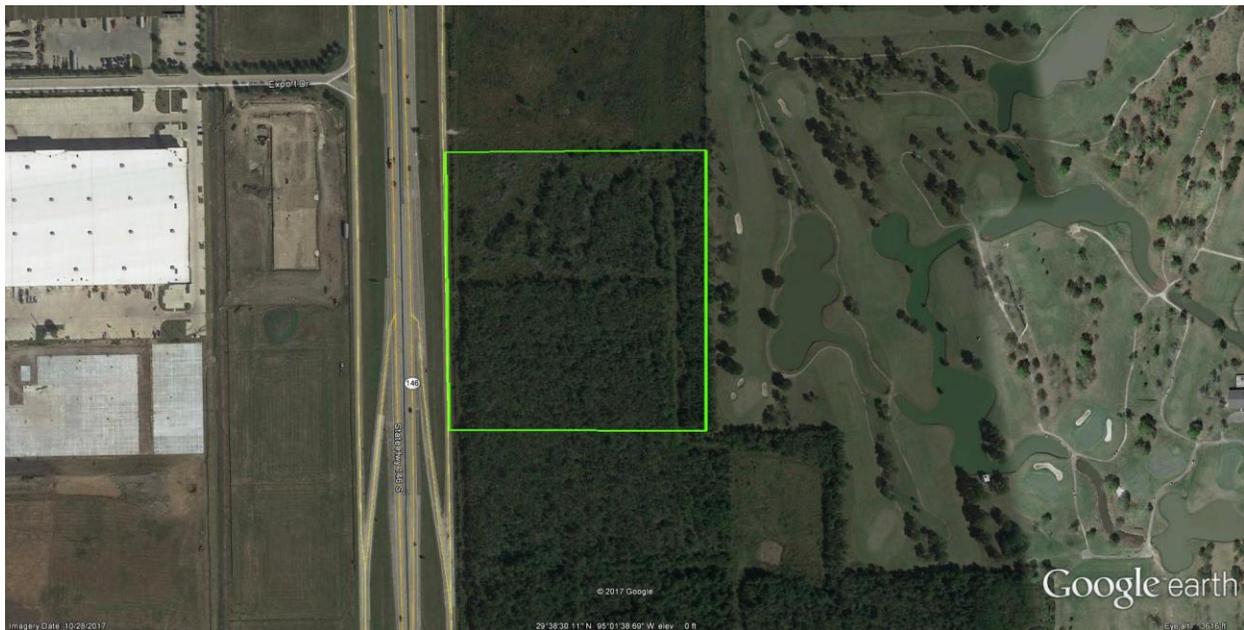
- *24-Hour Emergency Maintenance Available*
- *Clubhouse with Resident Lounge*
- *Billiard Room*
- *24 Hour Cyber Café*
- *Complimentary Coffee Bar*
- *Outdoor Lounge/Grilling Areas With Fireplace and Flat Screen TVs*
- *Resort Style Pool with Wifi*
- *Professional On-Site Management*
- *Pet Friendly*
- *Leash-Free Bark Park with Agility Equipment and Hydration Station*
- *Pet Washing Station*
- *Playground*
- *Resident Social Events*
- *Valet Waste*
- *Huge 24 Hour Fitness Center with State-of-the-Art Fitness Equipment*
- *Free Weights in Fitness Center*
- *Resident Package Receiving*
- *BBQ/Picnic Areas*
- *Business Center*
- *High Speed Internet*



AERIAL MAPS



The Legacy At La Porte - Texas





Since 2005, the Brownstone Companies have contracted for more than \$630 million dollars' worth of residential developments throughout Texas and the Southeast, consisting of 59 developments surpassing 7,100 units.



OUR COMPANIES



*Brownstone Construction, Ltd.
Brownstone Commercial, L.L.C
Brownstone Architects & Planners, Inc.*

RESIDENTIAL COMMUNITIES

The following is a list of developments that Brownstone has been a part of since 2005. The below list of developments are either completed, under construction, or in the pre-development phase.



Completed

NAME	CITY	UNITS
San Diego Creek Apts	Alice, TX	72
San Gabriel Senior Village	Georgetown, TX	100
Easterling Village	Alice, TX	48
Thomas Ninke Senior Village	Victoria, TX	80
Retama Village	McAllen, TX	128
Gulfbreeze Plaza II	Port Arthur, TX	148
Bluebonnet Senior Village	Alamo, TX	36
Retama Village Phase II	McAllen, TX	74
Sunset Terrace	Pharr, TX	100
Bluffs Landing Senior Village	Round Rock, TX	144
Gulfbreeze Plaza I	Port Arthur, TX	86
Creekside Villas	Buda, TX	144
Villas at Beaumont	McAllen, TX	36
Pearland Senior Village	Pearland, TX	126
Parkview Terrace	Pharr, TX	100
Heights at Corral	Kingsville, TX	80
Belmont Senior Village	Leander, TX	192
Citrus Gardens	Brownsville, TX	148
Casa Ricardo	Kingsville, TX	60
Merrit Lakeside	Schertz, TX	176
Shiloh Crossing	Laredo, TX	156
Braeburn Village	Houston, TX	140
Gary Street Village	Winnsboro, LA	35
Aedian	Vicksburg, MS	60
Blooms	Tallah, LA	30
The Reserve at Traditions	Bryan, TX	240
Merritt Legacy	Leander, TX	208
Carr Central Apartments (Village Oaks I & II)	Vicksburg, MS	72
Gulf Coast Arms	Houston, TX	160
Elm Street Village	Tallah, LA	34
River Bank Village	Laredo, TX	152
Canton	Canton, TX	80
Austin Village	Bastrop, LA	30
La Esperanza del Rio	Rio Grande City, TX	60
Preston Apartments	Magndia, AR	40
Cibolo Crossing	Laredo, TX	236
La Esperanza del Alton	Alton, TX	80
Sunset Terrace Senior Village	Pharr, TX	80
Madison Oaks	Winnsboro, TX	60
Hawthorne at Traditions II	Bryan, TX	156
Hawthorne at Pasadena	Pasadena, TX	294
Henderson Village	Henderson, TX	80
Merritt Hill Country (major subcontractor)	Dripping Springs, TX	80

RESIDENTIAL COMMUNITIES

The following is a list of developments that Brownstone has been a part of since 2005. The below list of developments are either completed, under construction, or in the pre-development phase.



Under Construction

NAME	CITY	UNITS
Legacy at Lake Charles	Lake Charles, LA	268
Lake Park Townhomes	Pearland, TX	247
Casa Verde	Laredo, TX	152
Canton High Apartments I & II	Canton, MS	80
Taylor Senior Village	Mission, TX	112
Nash Senior Village	Nash, TX	100
Whitehouse Senior Village	Whitehouse, TX	72
Ariza Apartments	College Station, TX	266
Merritt Heritage	Georgetown, TX	244
Liberty Village	Edinburg, TX	124
Lumberton Senior Village	Lumberton, TX	76
Merritt Monument	Odessa, TX	104
Reserve at Pinewood	Port Arthur, TX	190
Gonzales	Gonzales, LA	212

Pre Development

NAME	CITY	UNITS
Las Palomas	McAllen, TX	122
Skye-Headwaters	Dripping Springs, TX	175



REPRESENTATIVE ARCHITECTURE / EXTERIOR AND INTERIOR PHOTOS



Exteriors





Exteriors





Exteriors





Exteriors





Interiors





Interiors





Interiors



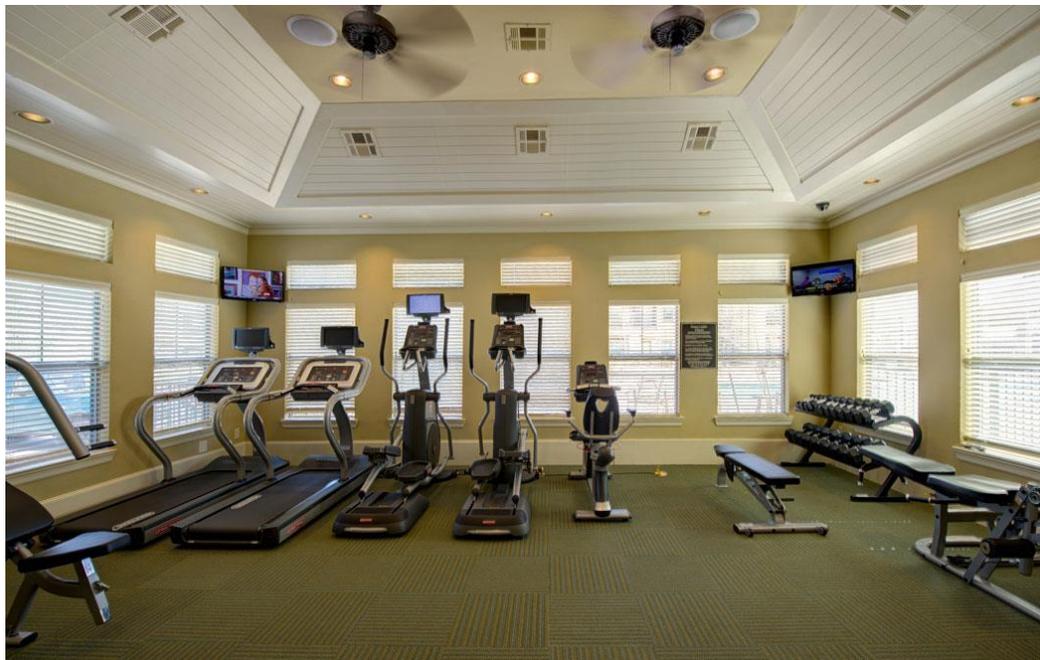


Interiors





Interiors





Interiors



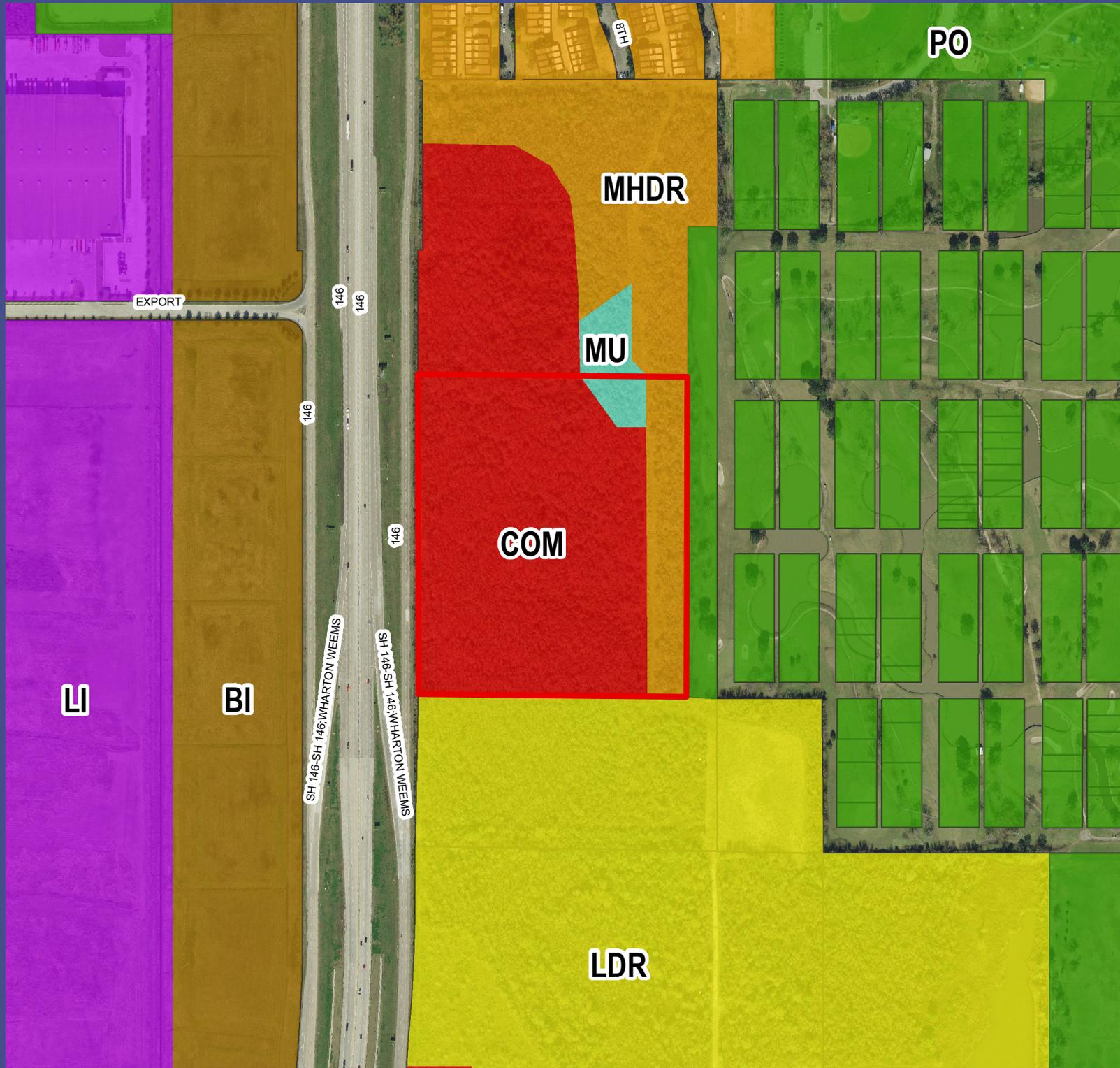


EXHIBIT C

FLUP MAP

**SCUP
18-91000002**

East SH 146

Legend

 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 = 421 feet



**FEBRUARY 2018
PLANNING DEPARTMENT**

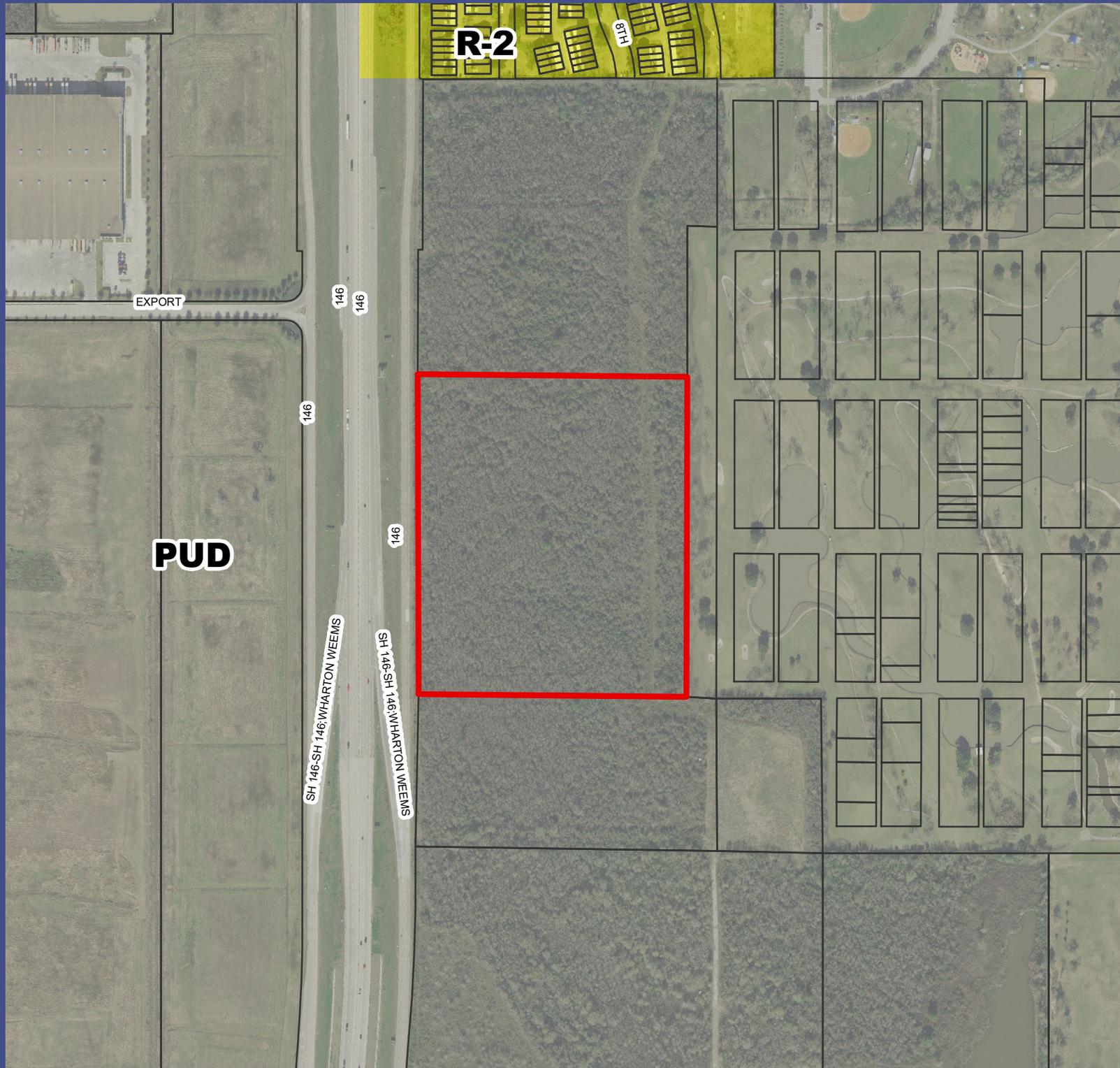


EXHIBIT B

ZONING MAP

**SCUP
18-91000002**

East SH 146

Legend

 Subject Parcel



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**FEBRUARY 2018
PLANNING DEPARTMENT**

NOTES (MULTIFAMILY):

DEVELOPMENT SIZE:

GROSS SIZE: 20.00 ACRES
 NET SIZE: 19.06 ACRES (DUE TO R.O.W. LOSS)

NUMBER OF UNITS: 294 UNITS

UNIT MIX:
 1-BEDROOM: 140 UNITS
 2-BEDROOMS: 130 UNITS
 3-BEDROOMS: 24 UNITS

SEC. 106-333, TABLE B, RESIDENTIAL REQUIREMENTS

USE: MULTI-FAMILY

MIN. LOT AREA/D.U. S.F.:
 REQUIRED: 20,000 S.F.
 PROVIDED: 20 ACRES

MIN. LOT WIDTH:
 REQUIRED: 100 FEET
 PROVIDED: 1,012 FEET

MIN. YARD SETBACKS:
 @ FRONT YARD: 25 FEET (CANNOT OVERLAP W/ BUFFER)
 @ SIDE YARDS: 20 FEET
 @ REAR YARD: 20 FEET
 @ UTILITY EASEMENT: 3 FEET

MAX. HEIGHT: 45 FEET

MIN. SITE AREA/UNIT S.F.:
 REQUIRED: 1,600 / 14.0 DU/A
 PROVIDED: 15.5 DU/A

MIN. DEV. OPEN SPACE REQUIREMENT:
 PROVIDED: 5+ ACRES (25% OF DEVELOPMENT) (INCLUDES AREA OF PONDS)

MAX. LOT COVERAGE: 60%/25%

BUFFER ZONES:
 @ SINGLE FAMILY (NORTH): 25 FEET (CANNOT OVERLAP W/ SETBACK)
 @ GOLF COURSE (EAST): 0 FEET
 @ PUD (SOUTH): 0 FEET
 @ FRONTAGE ROAD (WEST): 0 FEET

PARKING:
 REQUIREMENT:
 1-BED UNIT: 210 SPACES (140 UNITS * 1.5 SPACES)
 2-BED UNIT: 260 SPACES (130 UNITS * 2.0 SPACES)
 3-BED UNIT: 60 SPACES (24 UNITS * 2.5 SPACES)

TOTAL SPACES: 530 SPACES*
 * ZONING ALLOWS 8% OF REQUIRED SPACES TO BE DEVELOPED AS LANDSCAPE ISLANDS (UP TO 48 SPACES MAY BE SUBSTITUTED)

PROVIDED:
 ATTACHED GARAGE: 30 SPACES
 DETACHED GARAGE: 23 SPACES
 SURFACE PARKING:
 UNCOVERED: 329 SPACES
 TANDEM @ GARAGE: 30 SPACES
 CARPORT: 76 SPACES

ACTUAL PARKING: 488 SPACES

LANDSCAPE ISLANDS: 42 SPACES EQUIVALENCY

PARKING W/ LANDSCAPE: 530 SPACES



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BROWNSTONE ARCHITECTS AND PLANNERS, INC.
 WILLIAM L. BROWN, ARCHITECT
 6517 MAPLERIDGE
 HOUSTON, TEXAS 77081
 713.432.7727

PROGRESS PRINT
 03/08/2018

NOT FOR REGULATORY APPROVAL,
 PERMITTING, OR CONSTRUCTION.

REGISTRANT'S NAME: WILLIAM L. BROWN
 TEXAS REGISTRATION NUMBER: 4886

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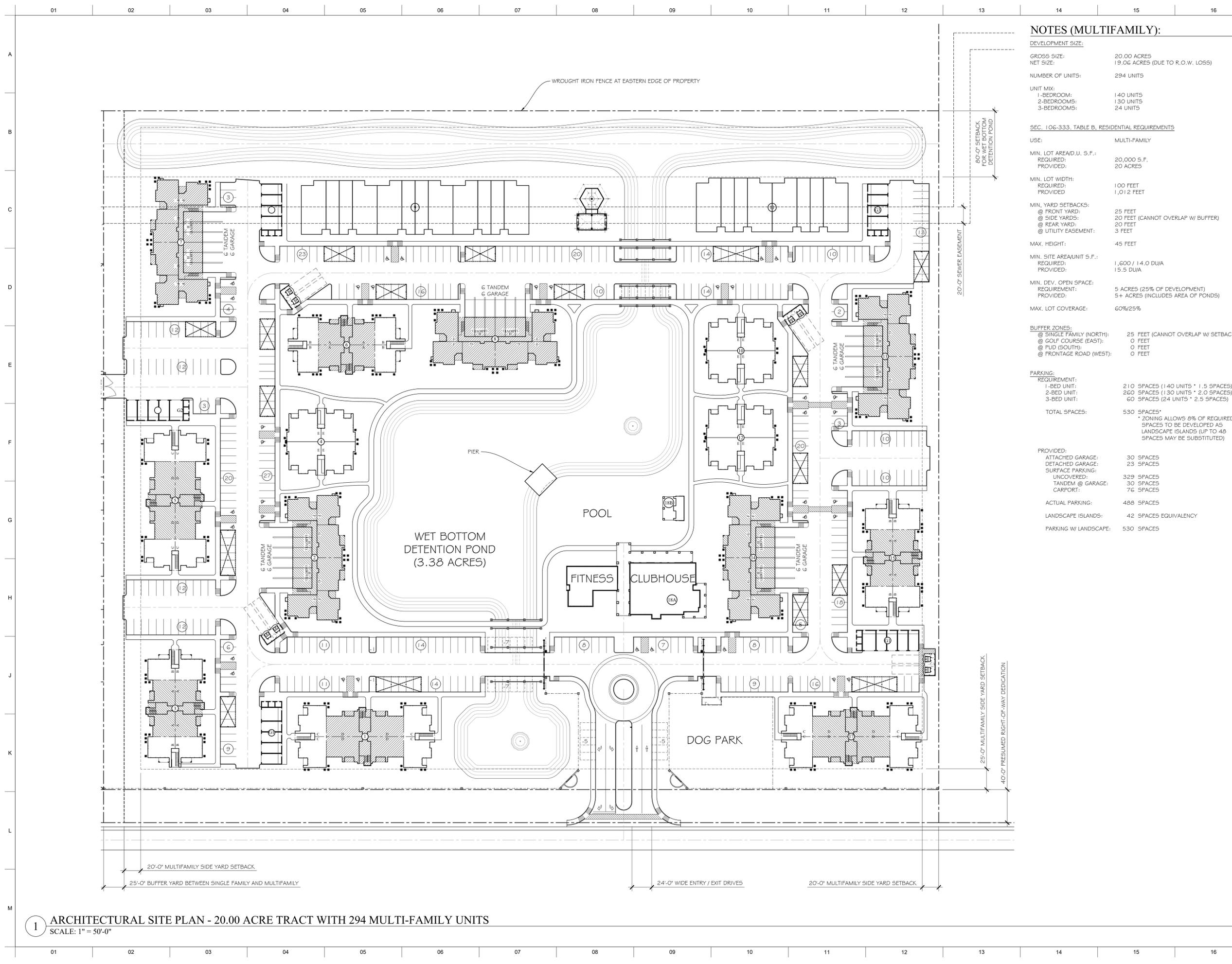
This sheet is only one component of the total document package which consists of all sheets of drawings and the project manual.

LEGACY AT LA PORTE
 294 Multi Family Units
 Highway 146, La Porte, Texas

△ DRAWING ISSUE: DATE:
 ○

PROJECT NUMBER:
ARCHITECTURAL SITE PLAN - MULTI-FAMILY

A1-3



1 ARCHITECTURAL SITE PLAN - 20.00 ACRE TRACT WITH 294 MULTI-FAMILY UNITS
 SCALE: 1" = 50'-0"

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>April 9, 2018</u>
Requested By: <u>Ian Clowes, Richard Mancilla</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 Recommendation Letter
 Existing Land Use Map
 Proposed Land Use Map

SUMMARY & RECOMMENDATION

This item is a request for consideration to amend the city’s Future Land Use Plan in conjunction with a request by Doak Brown of Brownstone Ventures, LLC, applicant, on behalf of 92 Fairmont Lakes, Inc., owner, who is seeking approval of a SCUP to allow for a patio home development. The property in question is a 19.17 acre tract of land located on the east side of SH 146 south of the Baypoint Townhomes and is legally described as Tract 1, Abstract 35, J Hunter Survey.

The city’s Future Land Use Plan (FLUP) identifies the subject property as “Mid-High Density Residential, “Commercial,” and “Mixed Use”. In order to accommodate the proposed zone change, the FLUP would need to be amended to show the property as a singular “Mid-High Density Residential”.

The Planning and Zoning Commission, at their February 15, 2018 regular meeting, voted 8-0 to recommend approval of the proposed Future Land Use Amendment.

Action Required by Council:

1. Conduct public hearing.
2. Consider action on a recommendation by the Planning and Zoning Commission to approve an Ordinance amending the City’s Future Land Use Plan for a 19.17 acre tract of land known as Tract 1, Abstract 35, J Hunter Survey, located on the east side of SH 146 south of the Baypoint Townhomes and as depicted in the attached exhibit.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN UPDATE TO THE FUTURE LAND USE MAP COMPONENT OF THE COMPREHENSIVE PLAN OF THE CITY OF LA PORTE, TEXAS UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 211.004 of the Texas Local Government Code provides that zoning regulations must be adopted in accordance with a Comprehensive Plan;

WHEREAS, Section 213.003 of the Texas Local Government Code provides that a municipality may amend a Comprehensive Plan by ordinance, after public hearing and review by the municipality's planning commission or department; and

WHEREAS, Section 213.003 of the Texas Local Government Code also provides that a municipality may establish, in its charter or by ordinance, procedures for adopting and amending a Comprehensive Plan; and

WHEREAS, Chapter 106, "Zoning" Article I, Section 106-3, and Article II, Section 106-65 of the Code of Ordinances of the City of La Porte, delegates to the Planning and Zoning Commission the duty to review and make recommendations relevant to modifications of the Comprehensive Plan and Zoning Ordinance; and

WHEREAS, the City of La Porte has a Comprehensive Plan, which Plan was adopted by the City Council of the City of La Porte, Texas in 1986, and which Plan has been the subject of multiple amendments since its adoption;

WHEREAS, pursuant to mandate of Chapter 106, "Zoning" of the Code of Ordinances of the City of La Porte, the Planning and Zoning Commission of the City of La Porte has reviewed all elements of the Comprehensive Plan, and as duly approved by the City Council of the City of La Porte, to consider possible amendments thereto; and

WHEREAS, at the La Porte Planning and Zoning Commission meeting which occurred on February 15, 2018, the La Porte Planning and Zoning Commission reviewed the Future Land Use Map component of the Comprehensive Plan for the purpose of considering proposed amendments thereto, to change the designation for that 19.17 acre tract of land generally located on the east side of SH 146. South of the Baypoint Townhomes, and legally described as follows: T ract 1, Abstract 35, J Hunter Survey, Town of La Porte, Harris County, Texas, from its present designation of “Mid-High Density Residential,” “Commercial,” and “Mixed Use”, to “Mid-High Density Residential”, and at the conclusion of such review the La Porte Planning and Zoning Commission voted to recommend to the La Porte City Council such amendments be made to the Future Land Use Plan component of the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED BY

THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, THAT:

Section 1 That an amendment to the Future Land Use Map component of the Comprehensive Plan of the City of La Porte, Texas, which is incorporated to this ordinance by reference herein and attached hereto as Exhibit A, be and is hereby authorized, approved, and adopted by the City Council of the City of La Porte, Texas, after duly noticed public hearing held at its April 9, 2018 meeting, pursuant to the recommendations of the Planning and Zoning Commission of the City of La Porte, Texas.

Section 2 The City Secretary of the City of La Porte or her designated representative shall be required to make this amendment to the Comprehensive Plan available to the public and duly mark and note the updated reference on the Future Land Use Plan component of the Comprehensive Plan of the City of La Porte, Texas.

Section 3 The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject to 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 4 This Ordinance shall be in effect from and after its passage and approval.
Passed and approved this the 9th day of APRIL 2018.

CITY OF LA PORTE, TEXAS

By: _____

Louis R. Rigby, Mayor

ATTEST:

By: _____

Patrice Fogarty, City Secretary

APPROVED:

By: _____

Clark Askins, Assistant City Attorney



February 16, 2018

Honorable Mayor Rigby and City Council
City of La Porte

RE: Request #18-91000003 to Amend the Future Land Use Map

Dear Mayor Rigby and City Council:

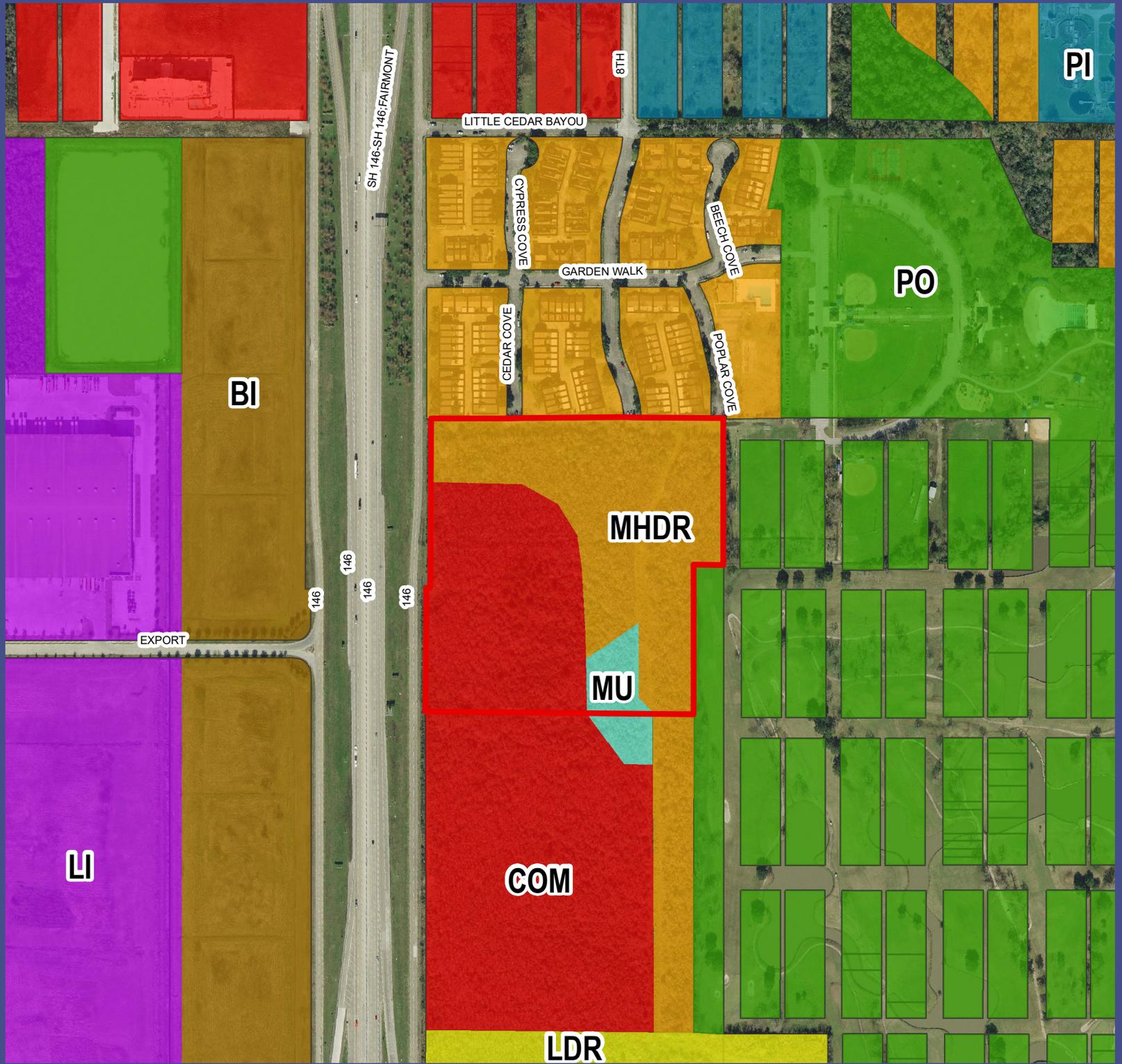
The La Porte Planning and Zoning Commission held a meeting on February 15, 2018 on a request to amend the City's Future Land Use Plan as adopted in the Comprehensive Plan for a 19.17 acre tract of land located on the east side of SH 146 south of the Baypoint Townhomes and legally described as Tract 1, Abstract 35, J Hunter Survey. The request was for approval of a change of the future land use designation from "Mid-High Density Residential," "Commercial," and "Mixed Use" to "Mid-High Density Residential" use

The Commission voted 8-0 to recommend approval of the proposed amendments to the City's Future Land Use Map.

Respectfully submitted,

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

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



FLUP MAP

SCUP
18-91000003

East SH 146

Legend

 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 = 421 feet



FEBRUARY 2018
PLANNING DEPARTMENT

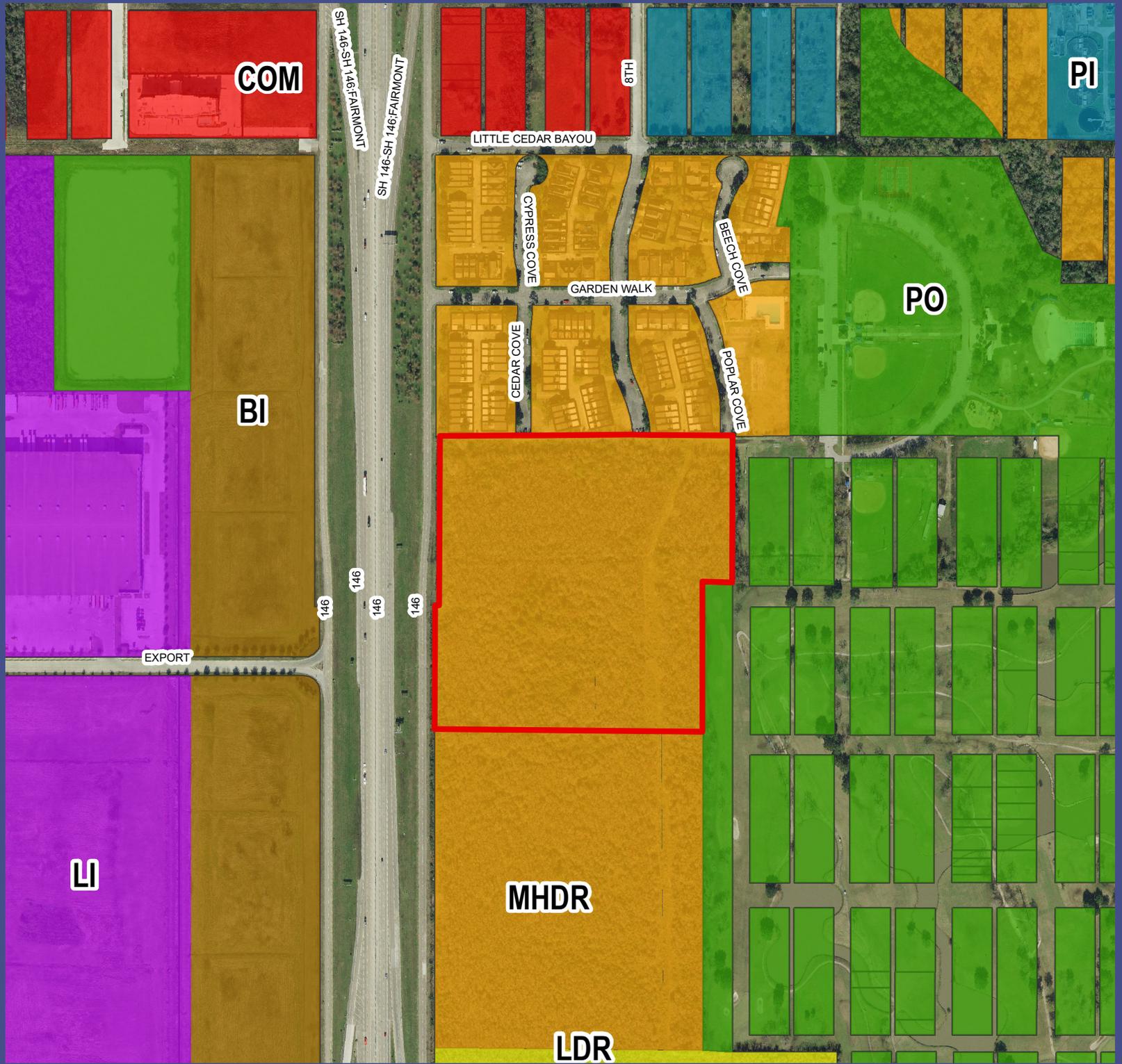


EXHIBIT A
PROPOSED
FLUP

SCUP
18-91000003

East SH 146

Legend

 Subject Parcel



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FEBRUARY 2018
PLANNING DEPARTMENT

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>April 9, 2018</u>
Requested By: <u>Ian Clowes, Richard Mancilla</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**
 - Proposed SCUP**
 - P&Z Recommendation Letter**
 - Applicant Information and Request**
 - Zoning Map**
 - Land Use Map**
 - General Plan**

SUMMARY & RECOMMENDATION

Applicant, Doak Brown of Brownstone Ventures, LLC, on behalf of 92 Fairmont Lakes, Inc., owner, is seeking approval of a SCUP to allow for the construction of a patio home development in the PUD Zoning District. The property in question is a 19.17 acre tract of land located on the east side of SH 146 south of Baypoint Townhomes and is legally described as Tract 1, Abstract 35, J Hunter Survey.

The property is currently undeveloped. Previously, a SCUP had been approved for this site for La Porte Town Center, a mixed use commercial and mid/high density residential project. This approved SCUP expired on February 27, 2018 due to a lack of activity.

The newly proposed project will consist of 84 individual patio home lots. Lot sizes will range in size from 4,567 square feet, up to 8,240 square feet and will have a proposed density of 4.6 units per acre. The site will include a detention facility that will act as a natural buffer between homes on the eastern edge of the property from the existing City Golf Course.

Staff received 5 notices in opposition and 1 notice in favor of the proposed project. Most of the opposition centered on impacts to the Baypoint Townhome development to the north, drainage issues in the area, and additional traffic along the SH 146 feeder road. As a result to the opposition, the developer agreed to relocate the proposed secondary emergency access from S. 8th St, which would have connected it to the Baypoint Townhomes, and instead, connect through the proposed apartment development to the south. Additionally, a condition in the SCUP will require submittal of a Traffic Impact Analysis (TIA) prior to any site plan approvals for the development.

The Planning and Zoning Commission, at their February 15, 2018 regular meeting, voted 8-0 to recommend approval of the proposed SCUP, as presented which included the following conditions:

1. A site development plan shall be submitted in accordance with applicable requirements of the City of La Porte's Development Ordinance and shall comply with all provisions of Chapter 106, "Zoning" of the City's Code of Ordinances and all other department reviews and applicable laws and ordinances of the City of La Porte and the State of Texas.
2. Permitted use on site will be described as Patio Home.
3. The underlying zoning will be R-3. All Patio Home development requirements will need to be met.
4. In lieu of a zero lot line with an adjoining side setback of 10 feet, the developer is permitted to provide a 5 foot side setback on both side lot lines.
5. All fire code requirements must be met, specifically regarding total number of required ingress and egress points. Approved General Plan must reflect these requirements.
6. A Traffic Impact Analysis will be performed and submitted to the city for review prior to approval of the required site plan.
7. All necessary documentation for building permit review must be submitted in conjunction with the city's building permit application process.
8. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, "Zoning" of the City's Code of Ordinances.

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 for SCUP #18-91000003

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. 18-9100003, TO ALLOW FOR THE DEVELOPMENT OF A PATIO HOME DEVELOPMENT IN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, ON A 19.17 ACRE TRACT OF LAND AND BEING LEGALLY DESCRIBED AS TRACT 1, ABSTRACT 35, J HUNTER SURVEY, 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 #18-9100003, attached hereto as Exhibit A and incorporated by reference for all purposes, to allow for the development of a patio home development on a 19.17 acre tract of land, said tract being legally described as Tract 1, Abstract 35, J Hunter Survey, 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 9th day of APRIL, 2018.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark Askins, Assistant City Attorney

EXHIBIT A

City of La Porte
Special Conditional Use Permit #18-91000003

This permit is issued to: Doak Brown
Owner or Agent

Address

For Development of: Fairmont Lakes North
Development Name

E 146 south of Baypoint Townhomes
Address

Legal Description: A 19.17 acre tract of land legally described Tract 1, Abstract 35,
J Hunter Survey, Harris County, La Porte, TX

Zoning: PUD, Planned Unit Development

Use: Patio Homes

Permit Conditions:

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

1. A site development plan shall be submitted in accordance with applicable requirements of the City of La Porte’s Development Ordinance and shall comply with all provisions of Chapter 106, “Zoning” of the City’s Code of Ordinances and all other department reviews and applicable laws and ordinances of the City of La Porte and the State of Texas.
2. Permitted use on site will be described as Patio Home.
3. The underlying zoning will be R-3. All Patio Home development requirements will need to be met.
4. In lieu of a zero lot line with an adjoining side setback of 10 feet, the developer is permitted to provide a 5 foot side setback on both side lot lines.
5. All fire code requirements must be met, specifically regarding total number of required ingress and egress points. Approved General Plan must reflect these requirements.
6. A Traffic Impact Analysis will be performed and submitted to the city for review prior to approval of the required site plan.
7. All necessary documentation for building permit review must be submitted in conjunction with the city’s building permit application process.

8. Any substantive modifications to this Special Conditional Use Permit will require an amendment to this SCUP in accordance with Chapter 106, "Zoning" of the City's Code of Ordinances.

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

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

Validation Date: _____

Director of Planning and Development

City Secretary



February 16, 2018

Honorable Mayor Rigby and City Council
City of La Porte

RE: Special Conditional Use Permit Request #18-91000003

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a regular meeting on February 15, 2018 to hear a Special Conditional Use Permit request by Doak Brown, applicant, on behalf of 92 Fairmont Lakes, Inc., owner; for a Special Conditional Use Permit to allow for the development of a patio home development. The subject site is located on the east side of SH 146 south of Baypoint Townhomes, and is legally described as Tract 1, Abstract 35, J Hunter Survey. 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 8-0 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: Vacant 19.17 acre parcel; located on E side of SH 146 S of Bay Point Townhomes

Legal description where SCUP is being requested: TR 1, ABST 35, J Hunter Survey

HCAD Parcel Number where SCUP is being requested: 0402780010007

Zoning District: PUD, Planned Unit Development Lot area: 835,045 sq ft

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

Description of Request: Approval of the proposed conceptual site plan

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

PROPERTY OWNER(S) INFORMATION

Name: 92 Fairmont Lakes, Inc.

Company (if applicable): Attn: Dr. Malladi S. Reddy

Address: 2398 Baycrest Dr.

City: Houston State: Texas Zip: 77058

Phone: 281-333-0800 Email: [REDACTED]

AUTHORIZED AGENT (If other than owner)

Name: Brownstone Ventures, LLC and Historymaker Homes

Company (if applicable): Attn: Doak Brown

Address: 6517 Mapleridge

City: Houston State: Texas Zip: 77081

Phone: 713-705-3507 Email: [REDACTED]

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: [Signature] Date: 1/16/2018

Owner(s)' Signature(s): [Signature] Date: 1/16/2018

STAFF USE ONLY:

Case Number:

Date Application Received:



Special Conditional Use Permit Application

Planning and Development Department

AFFIDAVIT OF POSTING PLANNING AND ZONING COMMISSION PUBLIC HEARING

STATE OF TEXAS

COUNTY OF HARRIS

CITY OF LA PORTE

The undersigned hereby duly swears on oath and says:

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

ADDRESS: 19.17 acre parcel located on E side of SH 146 North of Wharton Weems Blvd

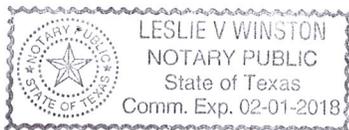
LEGAL DESCRIPTION: TR 1, ABST 35, J Hunter Survey

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: January 31, 2018.
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.

[Signature]
Applicant's Signature

Doak Brown
Applicant's Printed Name

Subscribed and sworn before me this 19th day of January, 2018, by Doak Brown (Print Applicant's Name).



(Seal)

[Signature]
Notary Public

My commission expires: 2/1/18

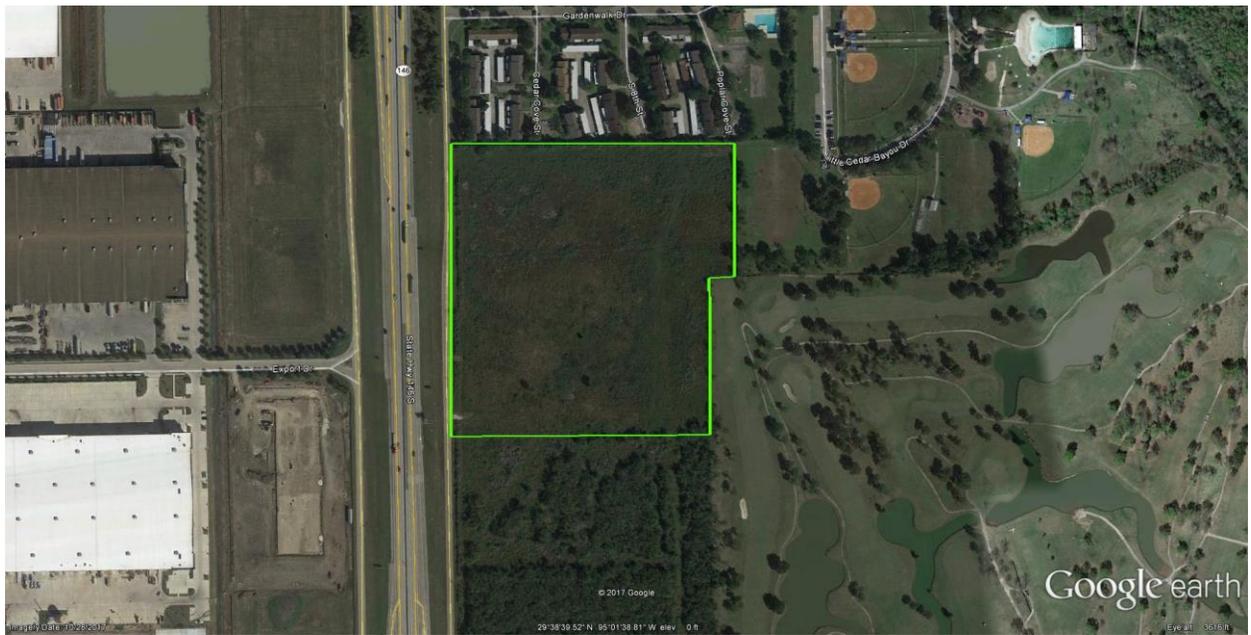
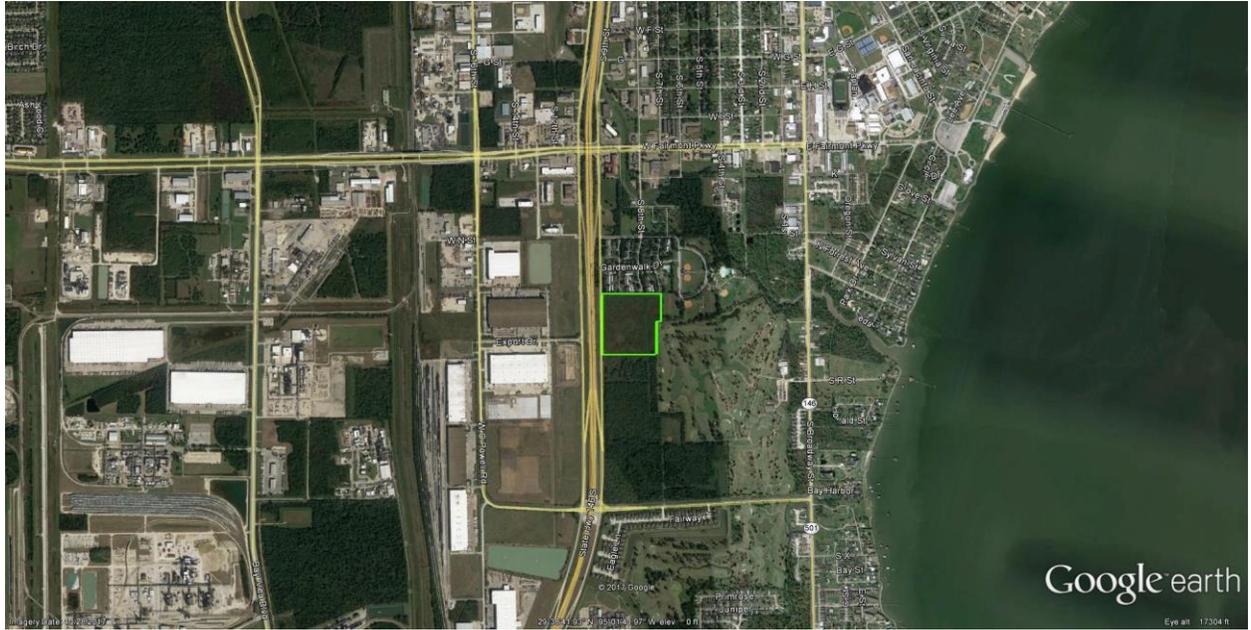
DEVELOPMENT SUMMARY

Fairmont Lakes North will be an approximately 85 lot single family residential subdivision situated on 19.17 acres of land east of SH 146 between Fairmont Parkway and Wharton Weems Blvd.

The residential lots will be a minimum of 40 feet wide with the majority of the lots being in excess of 5,000 sq. ft. It is currently anticipated that homes in this subdivision will range in price from \$180,000 to \$258,000 with the average sales price being around \$220,000. The homes are anticipated to range from 1,540 sq. ft. up to 2,900 sq. ft. with the average being around 2,200 sq. ft.

Fairmont Lakes North complies with La Porte's zoning ordinance except that the subdivision will need to obtain a variance for one item. The 40 foot width lot is allowed under the zoning ordinance for patio homes meaning that one side of the home is required to be on the lot line. With a 40 foot wide lot the patio home would be 30 foot wide, and there would be 10 feet between each house. In lieu of placing the 30 foot wide home on the lot line, we are requesting to place the 30 foot wide home in the middle of the lot. With the 30 foot wide home being in the middle of the lot there would be 5 feet on either side of the house and 10 feet total between every house which is the exact same as if the home were on the actual lot line.

We believe that *Fairmont Lakes North* is worthy of a variance for allowing the home to be moved 5 feet off the lot line because this type of patio home is more desirable from an ownership perspective. With the home not being on the lot line, maintenance of the home is much easier because one side of your home will not be on your neighbor's property. Additionally, by moving the home 5 feet off the lot line, the home can have windows on both sides of the house to allow more natural light into the house.





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866.634.9839

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HISTORYMAKER
HOMES
est. 1949



- Founded in 1949, HISTORYMAKER Homes is a family-owned company lead by fourth generation CEO, Nelson Mitchell.
- Ranked #60 on Builder Magazine's annual list of largest builders in the US.
- HISTORYMAKER Homes expects to close over 600 homes in 2017.
- Specialized focus on new home construction of entry level homes from the \$170s to mid-\$300s.
- HISTORYMAKER Homes develops approximately 50% of its own lots.
- Over 18 communities across the Dallas/Fort Worth and Houston areas.
- HISTORYMAKER Homes partners with master-planned developers such as Walton International, Huffines Communities, Hillwood Development, Wilbow Corporation, The Hanover Company and Land Tejas.

B. Nelson Mitchell, Jr.

CEO since 1999

4th generation CEO of HISTORYMAKER Homes
Grew HISTORYMAKER Homes from 400 to 1,150 closings
Awarded National Housing Quality Award in 2002
YPO Member since 2002
Texas A&M University, BA - Agriculture Business

Lane Wright

President - Hired 2013

Former Division President of Centex
More than 26 years in residential construction serving in executive roles for construction practices, operations, planning and acquisition
Texas A&M University, BS - Building Construction

Mickey Pizzitola

Division President, Houston Division - Hired 2017

More than 35 years of management experience as a Division Manager, Vice President, Co-Founder and President within the home building industry
Le Tourneau University, BA - Business Management

Francis J. McCarthy

Chief Financial Officer - Hired 2012

Senior Relationship Manager for HISTORYMAKER Homes at various banks from 1996 to 2010
28 years experience managing construction and development lending portfolios
Texas Christian University, BBA - Finance and Real Estate

Carrie Stumfall

Vice President of Finance - Hired 2017

More than 25 years experience of finance experience with multibillion-dollar company, Hunt Consolidated
Southern Methodist University, BA - Fine Arts and Business Administration
The University of Texas at Dallas, MBA - Finance and Marketing

Bruce French

Vice President of Land and Development - Hired 2007

Former Division President for Beazer Homes and Vice President of Land for KB Homes
35 years of land development experience
University of Vermont, BBA - Finance

Mike Tadlock

Vice President of Sales - Hired 2004

15 years of sales management experience
Managed sales teams generating in excess of \$100 million in revenue annually
Southeastern University, BA - Humanities, Music, Education

Richie Keene

Sr. Vice President of Construction - Hired 2017

More than 20 years of combined operational and construction experience as Vice President, Director of Operations and Executive Vice President
University of Louisiana at Monroe, BS - Construction Management

Terry Tondre

Vice President of Construction, Houston Division - Hired 2003

Responsible for all construction and warranty including multiple years of 1,000+ annual closings
Previously managed construction and warranty operations for KB Homes and Rayco Custom Homes in San Antonio, TX, including "build on your lot"

Patrick Duggan

VP Land Acquisition and Development, Houston Division - Hired 2017

More than 35 years of land acquisition and development experience as a Division President, Chief Operating Officer and President within the home building industry
University of San Francisco, BS - Business Administration

Jorge Gomez

Vice President of Management Systems - Hired 2015

More than 14 years of IT management experience dedicated to managing home-building systems and more than 25 years of IT experience
Experienced in leading software development teams in multiple cities

Ron Groeneveld

Director of Rendition Luxury Homes - Hired 2013

Former Vice President of Urban Development for John Laing Homes Realty and Construction, Inc.
Former Managing Director at Paladin Asset Preservation & Management, Inc.
29 years related experience as Lender, Superintendent, Asset Manager and Construction Manager
California State University Fullerton, BA - Business Administration and Real Estate
Licensed General Contractor

GRAPEVINE OFFICE

1038 TEXAN TRAIL, GRAPEVINE, TX 76051
817.849.5100

HOUSTON OFFICE

7906 N SAM HOUSTON PKWY W, STE 102, HOUSTON, TX 77064
832.648.1300

historymaker.com



A HISTORY OF EXCELLENCE

Just as our name suggests, since 1949, HISTORYMAKER Homes has been recreating and redefining the home buying experience for generations of homebuyers. We've successfully made the dream of new home ownership come true for thousands of families in Texas, guiding them through the process and delivering more than just a well-built home — but consistently delivering on our promise of more home for less money.

Family-owned and operated, HISTORYMAKER Homes continually strives to exceed the expectations of our customers. We understand that the purchase of a new home remains one of the single greatest purchases you'll ever make. That's why we're committed to helping you maximize your home buying dollar by offering you the most space, choice, and overall value of any builder in the market.

From our timeless designs and quality craftsmanship, to our caring and knowledgeable sales team and meticulous design experts, we provide everything needed to ensure your peace of mind and confidence in choosing HISTORYMAKER Homes.

MORE SPACE

WHEN IT COMES TO SPACE — MORE IS MORE. Every floor plan we design and build is crafted to provide buyers with more livable space and less wasted square footage. With open concept kitchens and living rooms, generous bedroom sizes, and large walk-in closets, our homes are spacious and functional enough for a growing family, able to be tailored to accommodate individual tastes, and still fit within a realistic budget.

MORE CHOICE

HELPING YOU MAKE IT HOME — WITH MORE CHOICES. From distinctive exterior options such as stone accents and covered patios, to flexible use rooms, we provide buyers more choices from the start. Add to that our generous offering of interior options and the possibilities are endless — resulting in homes as unique as our customers. Our team of knowledgeable new construction experts deliver superior customer focused service, an excellent home buying experience, and can help you explore the countless choices to find the one that's right for you and your family.

MORE VALUE

STRETCHING YOUR HOME BUYING DOLLARS. As one of the oldest, most trusted builders in Texas, we leverage our excellent reputation and buying power to provide homebuyers with the most space and choice for their investment. We deliver more value by providing better designs, more options, and exceptional service, at a competitive price.



WE SPECIALIZE IN WORKING WITH HOMEBUYERS TO MAKE THE DREAM OF OWNING A HOME A REALITY. IF MORE SPACE, MORE CHOICE AND MORE VALUE ARE WHAT YOU'RE LOOKING FOR, LET HISTORYMAKER HOMES HELP GUIDE YOU HOME.

Fourth-generation CEO rewriting DFW's History Maker Homes



[Enlarge](#)

Nelson Mitchell, president and CEO of HistoryMaker Homes and Rendition Homes at the builder's new corporate office in Grapevine. JAKE DEAN

By [Candace Carlisle](#) – Senior Reporter, Dallas Business Journal
Oct 31, 2017, 12:45pm

[Nelson Mitchell](#), the fourth-generation president and CEO of Grapevine-based [History Maker Homes](#) and [Rendition Homes](#), didn't always know he wanted to go into the family's homebuilding business.

Being in the 100-plus-degree Texas heat and cleaning up trash from job sites didn't appeal to Mitchell. It took working for someone else to make the Texas A&M graduate in agricultural economics to wise up to his family's enterprise.

"When you build a house, you start with a piece of dirt, and several weeks later, you are handing the keys to some really happy customers," said the 46-

year-old executive. "I thought, 'This is really gratifying,' and you get to see the fruits of your work over time. It's very tangible gratification."

Recently, the long-time North Texas homebuilder moved its corporate office to Grapevine, more than doubling its office operations in the region and matching rapidly-growing revenues.

Mitchell moved the family-owned operations of [History Maker Homes](#), [Rendition Homes](#) and [Rendition Luxury Homes](#), as well as about 130 employees, into the 28,000-square-foot office and showroom in Grapevine Station at 1038 Texan Trail. The new headquarters was custom-built for the builder.

"We've grown a lot, and the company is a lot different than it was in the early 1990s," Mitchell said. "It's a much larger organization in multiple markets with three different product lines. We also have a lot more land development now, and I get a lot of personal satisfaction from that."

That personal satisfaction has paid off for [History Maker Homes](#) and its affiliates, with the 68-year-old company on track to deliver an annual revenue of about \$250 million, representing a 12 percent to 15 percent year-over-year boost in returns.

The builder plans on delivering 850 to 900 homes this year in North Texas, with additional homes slated to arrive in Houston. Last year, [History Maker Homes](#) ranked No. 9 on the Largest North Texas Homebuilders list, based on closing 800 homes in the region.

We sat down to chat with Mitchell about the company's history and his plans for future business:

Why did you decide you wanted to be in the family business?

In a multi-generational family business, the opportunity is always there. But you have to come in and earn it. I have one sister who chose not to pursue anything with the family business, but it was an opportunity that was available if it was something we thought we would be passionate about and enjoy. Ultimately, my dad always told me, 'You want to be excited every day you roll out of bed and put your two feet on the ground.' You want to be excited about the work you do and be passionate about it. That was the most important lesson I learned.

What makes you personally passionate about the homebuilding industry?

I think the greatest thing about being a developer or homebuilder is that we get to go out there and see a raw tract of land, buy it, plan it, and then we end up building on it. If you fast forward a few years, a community is built with schools and buses dropping kids off at school. And you realize, you took a field with nothing on it and created a community. I think that's really special. I don't think a lot of people are able to have such an impact on so many people's lives and families by developing a community.

How has the business grappled with rising land development costs?

In Dallas-Fort Worth and Houston, it's highly advantageous to be able to self-develop home lots. We are all fighting for land because both markets are hyper competitive. To have those skill sets and to not be completely reliant on third-party land lot developers gives us a competitive advantage we think is necessary. All the big homebuilders are doing it. We've developed a good land development team that works alongside engineers, consultants and other trade partners we have worked with for decades.

Where are you finding your home lots in North Texas and Houston?

We moved to Houston a year ago and it's still a new market for us. We are in five communities. In Dallas-Fort Worth, we hit on all quadrants of the region, from west Fort Worth to East Dallas to Denton to Waxahachie to along the 380 corridor to the north Fort Worth-Alliance corridor to Mansfield and South Arlington. We are looking at more projects on the far east side of Interstate 30 on the other side of Lake Ray Hubbard. We want to find affordable land and deliver a home for under \$300,000 for our History Maker brand.

How do you compete against the bigger builders?

Longevity in the marketplace is a big advantage for us. We are one of the larger private builders in the market. The private company structure allows us to remain nimble with local management and ownership living in the market that understands the dynamics of the submarket. We have a good network of land sellers and developers in town, and are able to get good looks at opportunities as they are being planned. Every developer wants a builder that has a good-looking product and is able to move inventory, and we do that.

What could trip up North Texas' housing market?

The two biggest hurdles are land prices and overall costs continuing to go up. I've heard new home prices are up 50 percent in the last five years, and that has never happened in my 22-year career, so that's very concerning. We can't continue that trend. Texas and Dallas-Fort Worth have been such great places that have been affordable over the last few decades. Hopefully, we don't get to a place where we lose that. That would slow things down quite a bit. Anecdotally, we are hearing there's definitely a push back from consumers who can't continue to absorb the price increases year-over-year.

How long do you think this building boom will continue to occur?

I feel good about the next couple of years. Anything beyond two to three years is hard for anyone to be accurate on what that looks like. The way the supply and demand is looking right now shows us that Dallas-Fort Worth will continue to see good opportunity for the next two to three years. We are still eagerly looking for lot positions. It's competitive to find and buy, and it's increasingly becoming difficult to work with cities to get entitlements as municipalities get overrun by work.

Will we still see homes under \$300,000 in the future? I sure hope so, but if this trend continues, the answer is probably not. Or we will continue to push out further and further into the fringes of the market, which has risks to it. The further you go, the further you are from job corridors and undeveloped school districts.

A little more on Nelson Mitchell

- **Words of wisdom:** These words come from Mitchell's father: "You need to be excited every morning when you put your two feet on the floor to go to work. You need to be passionate about what you do."
- **Neighborhood:** Colleyville
- **Family:** Wife with three teenage boys. The eldest son headed off to Texas A&M this fall to study construction science, which tells Mitchell he may have an interest in the family business.

<https://www.bizjournals.com/dallas/news/2017/10/31/fourth-generation-ceo-rewriting-dfws-history-maker.html>

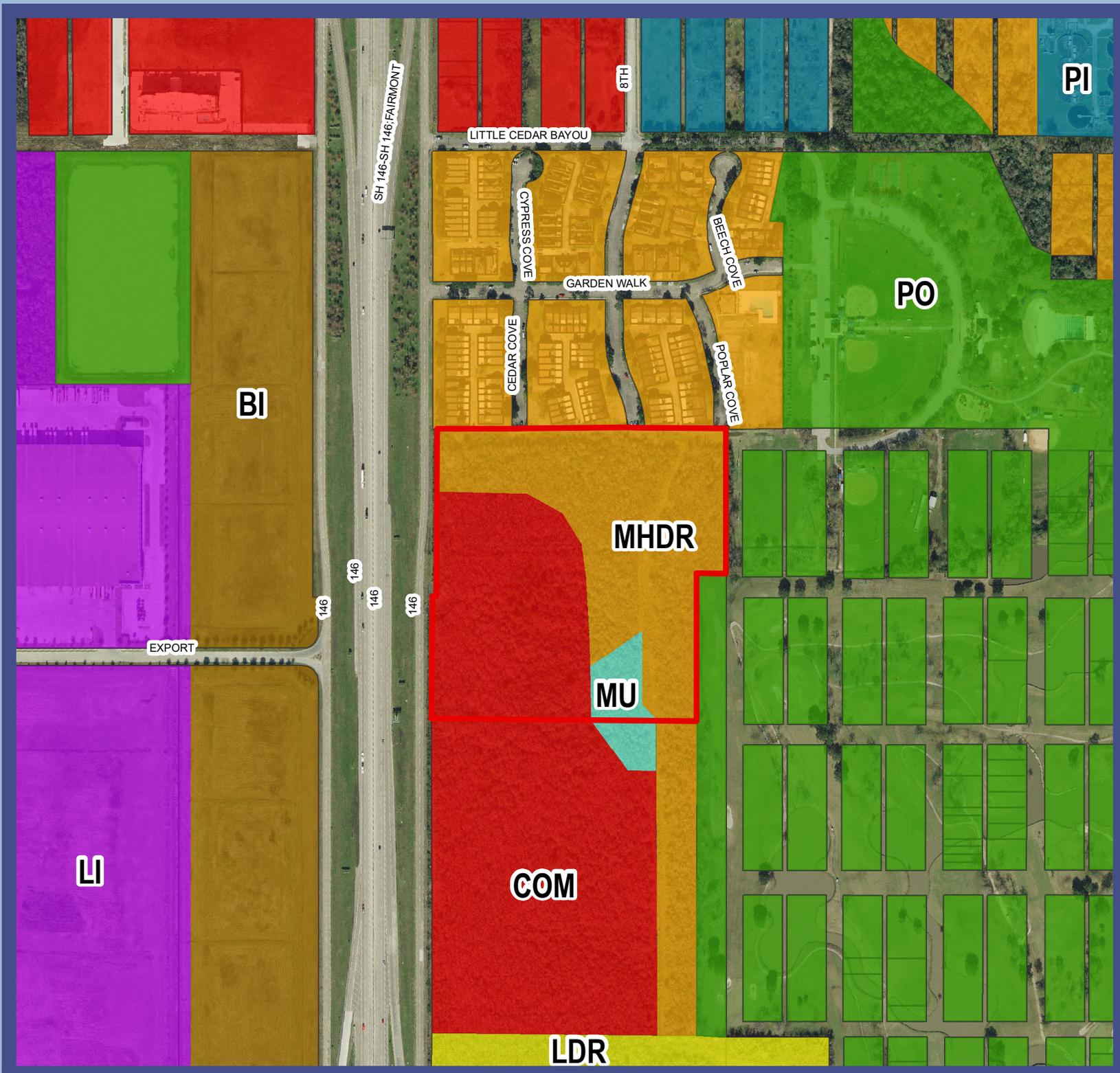


EXHIBIT C

FLUP MAP

SCUP

18-91000003

East SH 146

Legend

 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 = 421 feet



FEBRUARY 2018
PLANNING DEPARTMENT

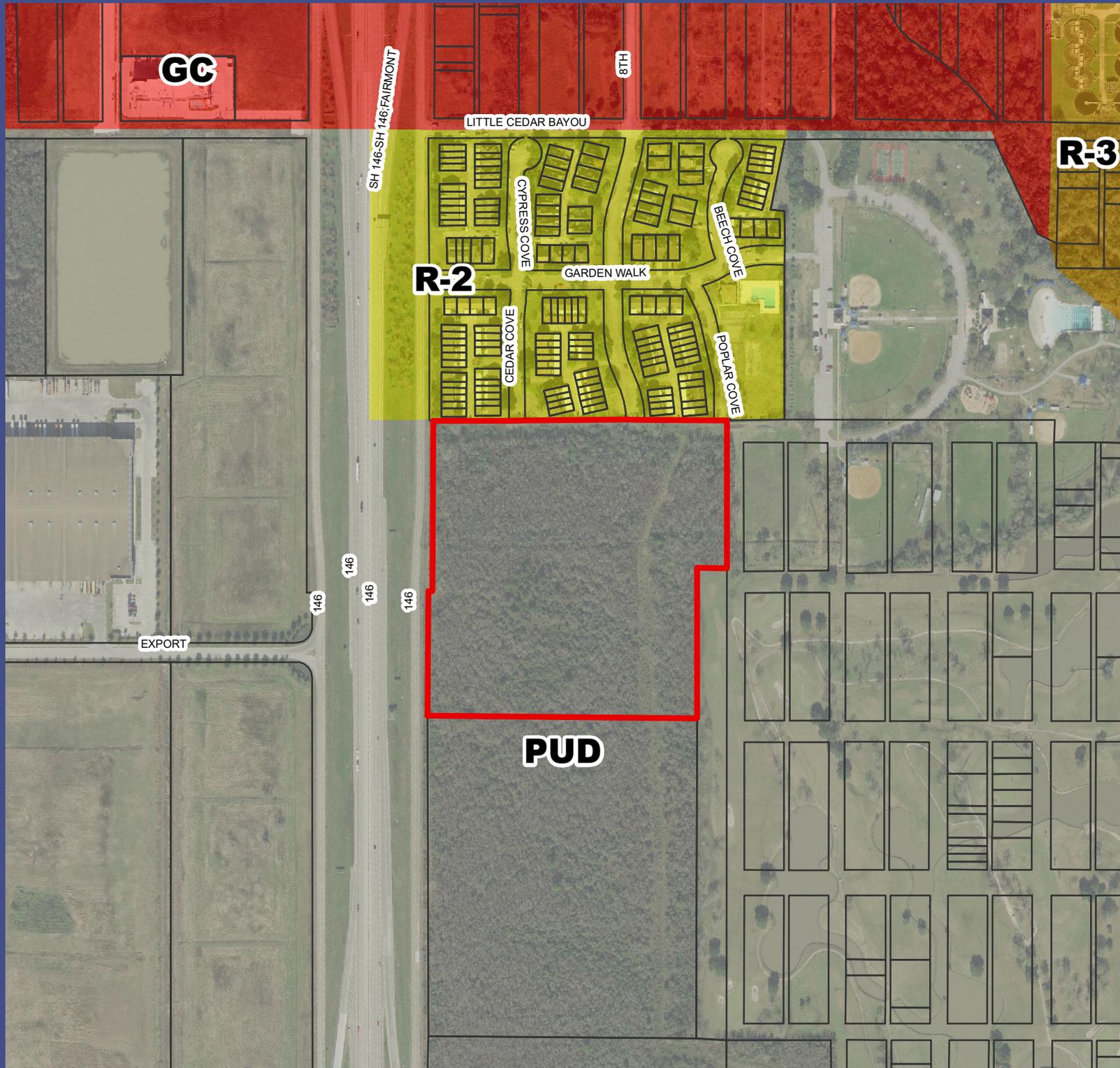


EXHIBIT B
ZONING MAP

SCUP
18-91000003

East SH 146

Legend

 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 = 421 feet



FEBRUARY 2018
PLANNING DEPARTMENT

NOTES (SINGLE FAMILY):

ZONING FOLLOWED = R-2

DEVELOPMENT SIZE:

GROSS SIZE: 19.17 ACRES
 NET SIZE: 18.36 ACRES (DUE TO R.O.W. LOSS)
 NUMBER OF LOTS: 84 LOTS

SEC. 106-333, TABLE B, RESIDENTIAL REQUIREMENTS

USE: SINGLE-FAMILY SPECIAL LOT LINE, 0 LOT LINE "PATIO HOMES"

MIN. LOT AREA/D.U. S.F.:
 REQUIRED: 4,500 S.F.
 PROVIDED: SMALLEST LOT IS 4,576 S.F.

MIN. LOT WIDTH:
 REQUIRED: 40 FEET
 PROVIDED: SMALL RECTANGULAR LOT WIDTH IS 40 FEET
 NOTE: CORNER TRIANGLE LOTS HAVE 40' WIDTH DIMENSION AT THE 20' FRONT SETBACK LINE

MIN. YARD SETBACKS:
 FRONT: 20 FEET
 REAR: 10 FEET
 SIDE 1: 0 FEET (0 LOT LINE)
 SIDE 2: 10 FEET (PER TABLE B, FOOTNOTE G)

MAX. HEIGHT: 35 FEET

MIN. SITE AREA/UNIT S.F.:
 REQUIRED: 7,300 / 6.0 DU/A
 PROVIDED: 4.4 DU/A

MIN. DEV. OPEN SPACE:
 REQUIRED: 1 ACRE (MIN. 1/2 PER 80 UNITS OR FRACTION THEREOF)
 PROVIDED: 4.3 ACRES (THE AREA NORTH OF THE LOTS WHERE THE DETENTION POND IS LOCATED)

MAX. LOT COVERAGE: 50% (PER TABLE B, FOOTNOTE I 9)



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PROGRESS PRINT
 03/08/2018

NOT FOR REGULATORY APPROVAL,
 PERMITTING, OR CONSTRUCTION.
 REGISTERANT'S NAME: WILLIAM L. BROWN
 TEXAS REGISTRATION NUMBER: 4886

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This sheet is only one component of the total document package which consists of all sheets of drawings and the project manual.

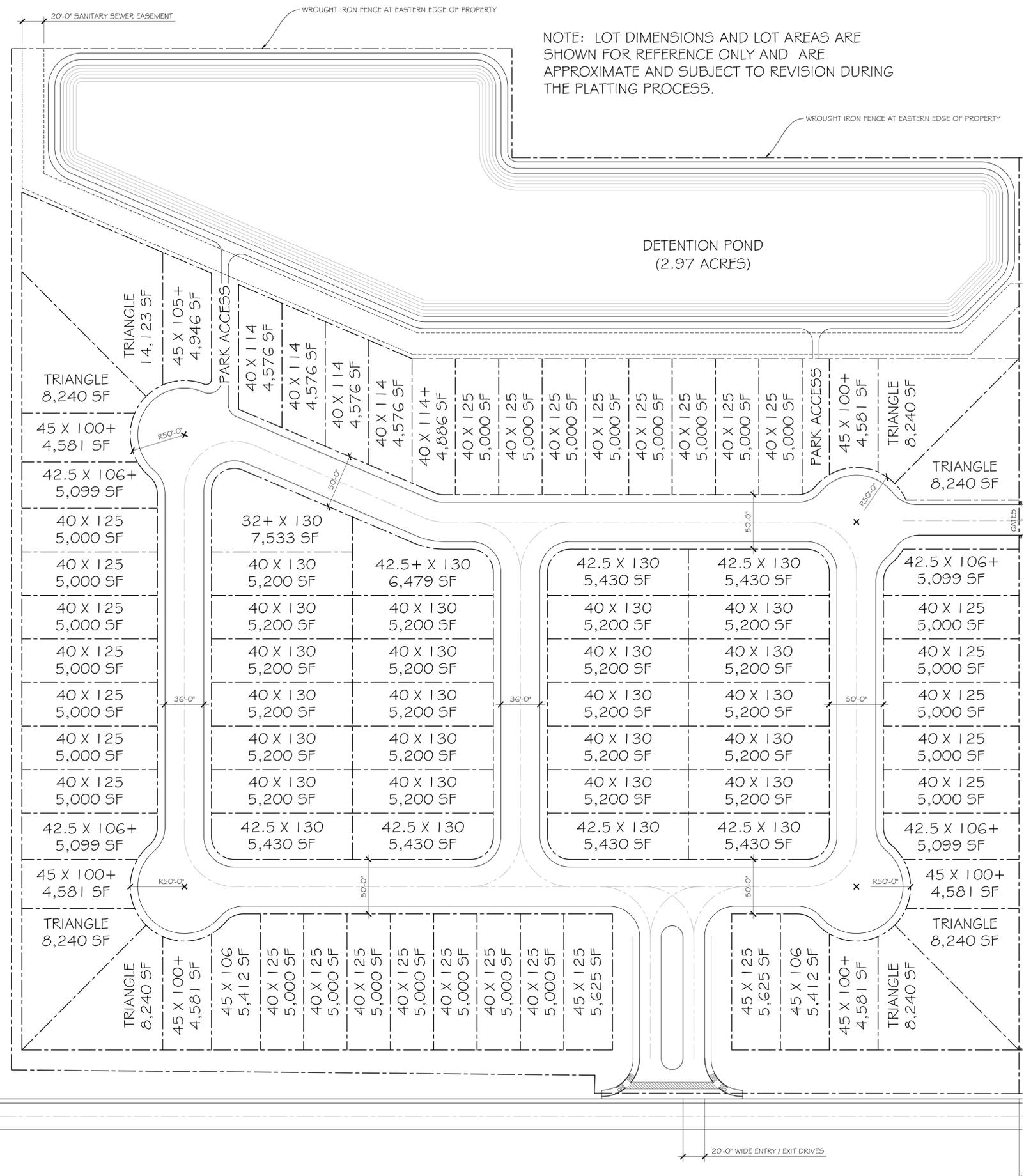
FAIRMONT LAKES NORTH
 84 Single Family Homes
 Highway 146, La Porte, Texas

△ DRAWING ISSUE: DATE:
 ○

PROJECT NUMBER:
ARCHITECTURAL SITE PLAN - SINGLE-FAMILY

A1-2

NOTE: LOT DIMENSIONS AND LOT AREAS ARE SHOWN FOR REFERENCE ONLY AND ARE APPROXIMATE AND SUBJECT TO REVISION DURING THE PLATTING PROCESS.



1 ARCHITECTURAL SITE PLAN - 19.17 ACRE TRACT WITH 84 SINGLE-FAMILY HOME SITES
 SCALE: 1" = 50'-0"

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>April 9, 2018</u>	<u>Appropriation</u>
Requested By <u>P. Fogarty</u>	Source of Funds: _____
City Secretary	Account Number: _____
Department: _____	Amount Budgeted: _____
Report: ____ Resolution: ____ Ordinance: _____	Amount Requested: _____
Exhibits: _____	Budgeted Item: YES ____ NO _____
Exhibits: _____	

SUMMARY & RECOMMENDATION

Ordinance No. 3274 establishes procedures for City Council meetings. Among other things, it provides that regular Council meetings are held on the second and fourth Monday of each month. It further provides that when a Council meeting falls on a legal or national holiday, “such meeting shall be held on such other date as determined by Council.”

May 28, 2018, is the date of the second meeting in May. It is also Memorial Day, a national holiday; and City Hall is closed. Staff requests Council’s determination regarding the May 28th meeting, as follows. Either:

- Reschedule the May 28, 2018, Council meeting; OR
- Cancel the May 28, 2018, Council meeting due to the Memorial Day holiday.

Should Council decide to cancel the May 28th meeting and the need arises to conduct business, a special called meeting would be scheduled.

Action Required by Council:

Consider approval or other action of the May 28, 2018, Council meeting as follows. Either:

- Reschedule the May 28, 2018, meeting due to the Memorial Day holiday; OR
- Cancel the May 28, 2018, meeting due to the Memorial Day holiday.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



Council Agenda Item April 9, 2018

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, April 19, 2018
- City Council Meeting, Monday, April 23, 2018
- Zoning Board of Adjustment Meeting, Thursday, April 26, 2018

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 or existing policies. Councilmembers Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp and Mayor Rigby

11. ADJOURN
